

PURCHASE ORDER TERMS AND CONDITIONS

A to Z Beauty, LLC d/b/a Cliganic | Effective upon Order acceptance

These Purchase Order Terms and Conditions ("Terms") apply to every purchase order ("Order") issued by A-Z Beauty LLC / Cliganic ("Buyer") to the vendor identified in the Order ("Supplier"). By accepting an Order—whether by written confirmation, commencement of performance, or shipment—Supplier agrees to be bound by these Terms. These Terms supersede any terms on Supplier's quotation, invoice, or acknowledgment. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded; the Uniform Commercial Code (UCC) as adopted in California shall apply to the extent not inconsistent with these Terms. In the event of conflict, the following order of precedence applies: (1) a signed Master Supply or Quality Agreement; (2) Product Specifications; (3) the Purchase Order; (4) these Terms.

1. Orders and Acceptance

Each Order is an offer by Buyer accepted upon Supplier's written confirmation or commencement of performance. Buyer may withdraw an Order before acceptance. Buyer has no obligation to purchase any minimum quantity or continue any purchasing relationship, and no exclusivity is created by these Terms or any Order.

2. Delivery

Delivery dates and quantities are of the essence. Title and risk of loss pass only upon delivery to, and acceptance by, Buyer at the address in the Order. Unless otherwise specified in the Order, prices include packaging, insurance, and freight to Buyer's designated delivery address (DDP, Incoterms 2020). The shipping terms applicable to any Order may be modified by express statement in that Order, in which case the stated Incoterm and delivery location shall control. If delay is anticipated, Supplier must notify Buyer promptly. On late or failed delivery, Buyer may accept a revised date or cancel without liability. Over-shipments and early deliveries may be returned at Supplier's expense.

3. Product Quality and Compliance

Supplier warrants all goods shall:

- (a) conform to all specifications and requirements in the Order;
- (b) be free from defects in materials, workmanship, and design, for a period of 12 months from delivery or the remaining shelf life, whichever is longer;
- (c) be fit for their intended purpose and merchantable;
- (d) comply with all applicable laws including current Good Manufacturing Practices (cGMP) consistent with applicable FDA guidance, MoCRA requirements, and industry standards; California Proposition 65; REACH; and all other applicable federal, state, and local regulations;
- (e) be delivered with good title, free of liens; and
- (f) be delivered with a remaining shelf life equal to the longer of: (i) 18 months from the date of delivery, or (ii) 80% of the stated batch life. Supplier shall include the batch/lot number, manufacture date, and expiration date on all shipments and Certificates of Analysis (COA).

Supplier represents that it has the financial capacity and operational capability to perform its obligations under each Order. Supplier shall provide a COA with each shipment and any other documentation Buyer reasonably requests. Supplier shall promptly notify Buyer in writing upon any contact from the FDA, FTC, or other regulatory authority relating to goods supplied hereunder. Supplier shall comply with all applicable trade compliance laws, including export controls, customs regulations, economic sanctions and anti-forced labor requirements, and shall provide Buyer with all documentation required for import clearance into the destination country specified in the Order. Inspection, acceptance, or payment shall not waive any rights or remedies of Buyer, including with respect to latent defects.

4. Systemic Failure and Recall

If defects or nonconformities affect multiple batches or otherwise indicate a recurring or systemic issue, or create a safety or regulatory risk ("Systemic Failure"), Supplier shall bear all reasonable costs of replacement, logistics, and remediation, and shall prioritize production and delivery of replacement goods. In the event of a voluntary or mandatory recall of any Buyer product, to the extent attributable to Supplier's goods, Supplier shall bear all reasonable costs associated with such recall, including retrieval, destruction, replacement, customer notification, and regulatory response costs.

5. Inspection and Rejection

Buyer may inspect goods upon receipt and reject any that are nonconforming, damaged, defective, or late. Upon rejection, Buyer may: (a) return goods at Supplier's expense and require timely replacement; (b) accept at a reduced price; or (c) cancel without liability. Payment does not constitute acceptance and does not waive rights to reject defects discovered after payment.

6. Facility and Audit Rights

Buyer reserves the right, upon reasonable prior written notice, to audit or inspect Supplier's facilities, records, and quality systems relevant to goods supplied under any Order. Supplier shall cooperate fully with any such audit and promptly remediate any deficiencies identified. Buyer may engage a qualified

third party to conduct such audits at Buyer's expense, unless the audit reveals material non-compliance, in which case costs shall be borne by Supplier.

7. Price and Payment

Prices are as stated in the Order and are firm; no increase is effective without Buyer's prior written consent. Supplier shall invoice upon or after delivery. Payment terms are at the nearest Buyer regular payment date following ninety (90) days from the later of the date of receipt of a complete and accurate invoice or Buyer's acceptance of the goods, unless otherwise stated in the Order. Buyer may set off amounts owed by Supplier against amounts payable to Supplier.

8. Intellectual Property

Supplier warrants that goods and their sale, use, or importation will not infringe any patent, trademark, copyright, trade secret, or other IP right of any third party. To the extent Supplier is specifically engaged in writing to develop custom deliverables for Buyer, such deliverables shall be deemed works made for hire and are Buyer's property. Supplier retains ownership of its pre-existing IP, formulations, and know-how, and grants Buyer a perpetual, royalty-free license to use any Supplier pre-existing IP incorporated into the goods. Supplier shall not use Buyer's name or trademarks without prior written consent.

9. Indemnification

Supplier shall defend, indemnify, and hold harmless Buyer and its officers, directors, employees, and customers from any claims, losses, damages, costs, and reasonable attorneys' fees arising from: (a) any defect in the goods; (b) Supplier's breach of these Terms or any Order; (c) infringement of third-party IP rights; or (d) violation of applicable law. Supplier shall not settle any claim without Buyer's prior written consent.

10. Insurance

Supplier shall maintain commercial general liability insurance including product liability with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, during the term of any Order and for three (3) years thereafter. Recall coverage shall be maintained where commercially available. Upon request, Supplier shall provide a certificate of insurance naming Buyer as an additional insured and including a waiver of subrogation in favor of Buyer.

11. Confidentiality

Supplier shall keep confidential all non-public information received from Buyer in connection with any Order—including specifications, pricing, formulations, and customer data—and use it solely to perform the Order. This obligation survives termination for five (5) years, or indefinitely for trade secrets.

12. Supply Continuity

Supplier shall provide at least six (6) months' prior written notice before discontinuing any product supplied under an Order, or longer where commercially reasonable. During such notice period, Buyer shall have the right to place a last-time purchase order for any quantity it deems necessary.

13. Termination

Buyer may cancel any Order: (a) for convenience on written notice, with respect to unshipped goods, with no liability beyond payment for conforming goods accepted by Buyer prior to termination; or (b) immediately on written notice if Supplier materially breaches these Terms and fails to cure within five (5) days, or upon Supplier's insolvency or bankruptcy.

14. Governing Law

These Terms and all Orders are governed by the laws of the State of California, without regard to conflicts of law principles. The CISG is expressly excluded. Disputes shall be resolved in state or federal courts in Los Angeles County, California, and each party consents to jurisdiction therein.

15. General

Modifications require a written instrument signed by an authorized Buyer representative. No waiver arises from failure to enforce. If any provision is unenforceable, the remainder continues in effect. Supplier may not assign any Order without Buyer's prior written consent. These Terms together with the applicable Order constitute the entire agreement between the parties as to its subject matter.