

Thermal Scientific Standard PO Terms and Conditions

1 Application and Existing Agreements

These Standard Purchase Order Terms form part of the purchase order that incorporates them (the “PO”). “Thermal” means Thermal Scientific, Inc., including when doing business as General Lab Supply of Houston or Amber Scientific. “Vendor” means the supplier identified in the PO. “Goods” includes products, chemicals, equipment, and materials. “Services” includes work and other services purchased under the PO. Provisions apply to the Goods or Services to which they relate.

These terms apply to the PO, including where a valid written agreement executed by authorized representatives of Thermal and Vendor is in effect and applicable to this purchase. That agreement controls actual conflicts, and these terms supplement matters it does not cover, subject to that agreement’s restrictions on supplementation or amendment. Subject to that agreement, specifically negotiated terms identified in the PO and accepted by authorized representatives of both parties control over inconsistent general provisions of these terms. The PO states the applicable commercial details, including quantity, price, delivery, and payment terms.

Subject to the preceding paragraph, Thermal objects to additional or different terms in Vendor’s quotations, acknowledgments, invoices, websites, or portals, including warranty disclaimers, liability limitations, and exclusive remedies. Such terms do not amend the PO merely because Vendor issues or references them. An amendment must be expressly agreed in writing by authorized representatives of both parties. Receipt, inspection, payment, or use of Goods or Services does not, by itself, constitute Thermal’s agreement to Vendor’s additional or different terms.

Authority to place an order does not, by itself, include authority to approve additional or conflicting legal terms, including terms presented through a supplier portal or electronic acknowledgment. On Thermal’s behalf, such terms require express written approval by a Director-level or higher representative authorized to approve them. This provision is subject to the applicable existing agreement and mandatory law.

2 Warranties

Vendor warrants that Goods will be genuine, free of liens, new unless otherwise expressly agreed, free from defects in material and workmanship, merchantable, and in conformity with the PO, agreed specifications, and applicable law. Goods will be fit for a particular purpose that Thermal communicates to Vendor and that Vendor accepts in writing. Vendor shall supply required safety data sheets and the certificates, instructions, lot identification, and traceability records specified in the PO or required by law. Vendor warrants that Services will be performed competently, with reasonable skill and care, by qualified personnel and in accordance with the PO and applicable law.

Unless a longer period is expressly agreed, the warranty period is 12 months after receipt of Goods by Thermal or its designated recipient, or completion of Services. For dated chemicals, reagents, and other consumables, the warranty against deterioration through ordinary storage and use ends at the correctly disclosed expiration date and applies only if required storage and handling instructions are followed. This does not excuse a defect, mislabeling, or nonconformity existing at delivery. Goods must meet any minimum remaining shelf life specified in the PO. No universal shelf-life percentage is imposed by these terms. Longer manufacturer warranties remain available under Section 7.

3 Inspection and Remedies

Thermal or its designated recipient may inspect Goods and Services. Inspection, receipt, payment, resale, or use does not waive a warranty or remedy for a defect or nonconformity not reasonably discoverable at the time. Thermal shall give Vendor notice of a claimed breach within a reasonable time after discovery, subject to applicable law. Vendor shall promptly investigate and cooperate in identifying affected shipments, lots, and customers.

For a substantiated breach, Thermal may require Vendor, at Vendor’s expense and within a commercially reasonable period consistent with the circumstances, to repair or replace affected Goods, reperform deficient Services, or refund the affected purchase price. Vendor shall bear reasonable return and replacement freight and other reasonable direct costs caused by the breach. If Vendor does not provide a timely remedy, or urgent action is reasonably necessary to protect persons, property, or continuity of operations, Thermal may obtain reasonable substitute performance and recover its reasonable additional direct costs, subject to its duty to mitigate. This section applies to defective or nonconforming Goods, including an incorrect item or unit of measure, whether shipped to Thermal or drop-shipped to its designated recipient. It does not create a general convenience-return right for conforming Goods.

Vendor shall promptly notify Thermal of a known safety defect, material regulatory noncompliance, or recall affecting supplied Goods or Services. The parties shall cooperate in reasonable containment and corrective action. Vendor is responsible for

reasonable, documented corrective-action and recall costs to the extent caused by Vendor's breach or fault. The remedies in this section are cumulative with other available remedies, without double recovery. These terms do not impose a purchase-price cap or make repair, replacement, or refund the exclusive remedy. Any limitation in an existing agreement remains governed by Section 1.

When acknowledging the PO, Vendor shall state the expected ship date or lead time for each line item and distinguish shipment dates from delivery dates. Vendor shall promptly report any inability to meet agreed delivery dates or lead times, or other PO requirements. Vendor's estimate does not, by itself, establish or change an agreed delivery deadline. Partial shipments are permitted unless the PO states otherwise. Before a partial shipment, Vendor shall notify Thermal of the items being shipped and the expected delivery dates for the remaining items. Any additional freight or handling charges resulting from partial shipments require Thermal's prior written approval.

4 Third Party Indemnity

To the extent permitted by law, Vendor shall indemnify and hold harmless Thermal, its officers, directors, and employees, and customers that purchase, receive, or use the Goods or Services supplied under the PO (each an "Indemnified Party"), against third-party claims and resulting judgments, settlements approved under Section 5, and reasonable attorneys' fees and defense costs, to the extent caused by: (a) a defect or nonconformity in the Goods supplied by Vendor; (b) Vendor's breach of the PO or applicable law; (c) a negligent or wrongful act or omission of Vendor or its employees, agents, or subcontractors in supplying the Goods or Services; or (d) an allegation that the Goods or Services, as supplied by Vendor and used as authorized, infringe a third party's intellectual property rights.

Vendor's obligation includes covered claims alleging bodily injury, death, property damage, or other loss recoverable under the applicable indemnity obligation. It does not extend to the portion caused by an Indemnified Party's own negligence, willful misconduct, breach of law, or breach of contract, or by an unauthorized modification or misuse unrelated to Vendor's breach or fault. Vendor does not assume Thermal's separate contractual promises to a customer merely because Thermal made them. The defense process in Section 5 applies before final allocation of responsibility, subject to these exclusions and mandatory law.

For an intellectual property claim, Vendor may, with Thermal's reasonable approval and without materially reducing agreed functionality, obtain continued use rights or provide a noninfringing substitute or modification. If no reasonable solution is available, Thermal may return the affected Goods or terminate the affected Services for a refund. These remedies do not eliminate Vendor's applicable defense and indemnity obligations.

5 Defense Tender and Funding

Thermal shall promptly give Vendor written notice of a third-party claim for which protection under Section 4 is sought, provide reasonably available claim documents, and request a defense. A delay in notice reduces Vendor's obligation only to the extent Vendor is materially prejudiced. Vendor shall acknowledge the tender within five business days after receipt and, within ten business days after receipt, state in writing whether it will assume the defense, identify proposed counsel, and specify any reservation or grounds for disputing the tender. "Business day" excludes Saturdays, Sundays, and Texas state legal holidays.

Where the allegations, if true, would fall within Section 4, Vendor shall promptly provide a defense of the potentially covered claim through competent counsel reasonably acceptable to the affected Indemnified Party. This duty does not require a final judgment establishing Vendor's fault. Vendor's contractual performance is not postponed merely because its insurer has not decided coverage, has reserved rights, or has declined the claim. Any insurer-appointed defense remains subject to the policy and applicable law; this PO does not bind an insurer that is not a party.

If Vendor does not timely provide the required defense, or an actual conflict of interest requires separate representation, the affected Indemnified Party may retain reasonably qualified counsel. Vendor shall advance reasonable, documented defense expenses attributable to potentially covered claims within 30 days after receiving reasonably detailed invoices. Vendor shall promptly identify any specific disputed amount and its basis, and shall timely pay undisputed amounts. Reasonable emergency costs incurred to avoid a default or protect persons or property are recoverable to the same extent.

For a matter containing both potentially covered and excluded claims, separable defense work shall be allocated to the claims to which it relates. Thermal remains responsible for work solely attributable to its excluded conduct. Subject to Section 4 and mandatory law, Vendor shall advance reasonable, documented common defense costs that cannot reasonably be separated between potentially covered and excluded claims, pending allocation. A dispute over allocation alone does not suspend those advances. Either party may seek a prompt judicial determination of allocation. No Indemnified Party is entitled to defense or funding prohibited by applicable law. Interim payments are subject to adjustment by written agreement or final adjudication so Vendor ultimately bears only the share required by Section 4, without double recovery. Thermal shall reimburse amounts advanced on its behalf that are finally determined not to have been owed, and shall reasonably cooperate in obtaining the same adjustment for a customer.

An Indemnified Party shall provide reasonable cooperation at Vendor's expense and permit Vendor to participate in the defense. Vendor may not settle a claim in a manner that admits wrongdoing by an Indemnified Party, imposes a nonmonetary obligation on it, or fails to provide it a complete release without that party's prior written consent. Consent to a settlement providing a complete release and requiring only payment by Vendor or its insurer shall not be unreasonably withheld. An Indemnified Party may not bind Vendor to a settlement without Vendor's prior written consent, not unreasonably withheld, except for reasonable protective action following Vendor's failure to provide an owed defense after notice and a reasonable opportunity to cure.

6 Insurance and Evidence of Coverage

Unless an applicable existing agreement or a written exception approved by Thermal provides otherwise, Vendor shall maintain, at its expense, insurance appropriate to its performance under the PO, including the following minimum coverage where applicable. Insurance is a separate obligation and does not limit Vendor's liability under the PO.

Commercial general liability insurance shall be written on an occurrence basis, with limits of at least \$1,000,000 each occurrence, \$2,000,000 general aggregate, and \$2,000,000 products-completed operations aggregate. Coverage shall include bodily injury, property damage, products-completed operations for supplied Goods or completed work, and contractual liability to the extent ordinarily available for the indemnity assumed under this PO. Vendor shall disclose exclusions or restrictions that materially affect its ability to satisfy these requirements for the Goods or Services supplied.

If Vendor uses motor vehicles in performing the PO, Vendor shall maintain automobile liability insurance with a combined single limit of at least \$1,000,000 per accident, covering owned, hired, and nonowned vehicles as applicable to its operations. Workers' compensation and employers' liability coverage, including disease limits, are not required by this standard goods-only PO insurance baseline; any contractual requirements for Services or onsite work will be addressed separately in the applicable service scope or agreement. This does not excuse compliance with insurance obligations imposed by applicable law. Additional professional, pollution, cyber, or excess coverage is required only when expressly specified in the PO or governing agreement.

To the extent permitted by law, the commercial general liability policy shall include Thermal as an additional insured for liability arising from Vendor's supplied products or operations, including completed operations as applicable. For a reseller relationship, a vendors endorsement may be used if it provides the required protection for the supplied products. A customer shall be included as an additional insured only when identified in the PO and required by a written agreement accepted by Vendor before the relevant performance. Vendor shall obtain endorsements appropriate to that relationship, rather than rely solely on a certificate description.

The required additional insured coverage shall be primary and noncontributory to insurance maintained by the additional insured, to the extent provided by the required endorsement and permitted by law. Vendor shall obtain a waiver of subrogation in favor of Thermal under the required liability and workers' compensation policies where legally permitted. These requirements do not demand coverage of an additional insured's independent fault beyond what is lawful or within the agreed scope of Vendor's responsibility.

Upon Thermal's reasonable written request, Vendor shall provide certificates of insurance and copies of endorsements establishing required additional insured, primary and noncontributory, and waiver protections, together with relevant policy provisions reasonably requested to verify compliance. A certificate alone does not amend coverage. Vendor shall promptly notify Thermal after learning of cancellation, nonrenewal, or a material reduction affecting required coverage. Thermal's review, failure to request evidence, or acceptance of a certificate does not waive a requirement. Vendor shall promptly tender a potentially covered claim to its applicable insurers and cooperate in presenting Thermal's additional insured tender.

7 Manufacturer Rights and Downstream Protection

Vendor shall obtain and pass through to Thermal and affected customers all transferable manufacturer or upstream warranties, service rights, and remedies supplied with the Goods or Services. Vendor shall furnish the documents and information reasonably necessary to use those rights. Vendor shall not knowingly impair them through its acts or omissions. If a right cannot be transferred, Vendor shall reasonably assist Thermal and the affected customer in pursuing it, including presenting a claim in Vendor's name where necessary and legally permitted.

Pass-through rights supplement Vendor's own obligations under this PO; Vendor is not relieved of those obligations merely because it did not manufacture the Goods or perform a subcontracted Service. Affected customers are intended third-party beneficiaries only of the warranties and remedies applicable to their Goods or Services under Sections 2 and 3, the indemnity and defense rights under Sections 4 and 5, and this Section 7, subject to all applicable conditions, defenses, and exclusions. These terms do not promise a customer broader rights than Vendor has accepted or create duplicate recovery.

8 Acceptance and Continuing Obligations

Vendor may confirm acceptance by replying "Accept" to the email transmitting the identified PO and these terms, or by another unqualified written acknowledgment of that PO. The parties consent to use electronic records for the PO and its acceptance to the extent permitted by law. A reply from an authorized Vendor representative in the same PO thread may identify the accepted transaction without repeating the PO number or these terms. An automated receipt is not express acceptance. Shipment, performance, and other conduct have the effect provided by applicable law; nothing in this paragraph makes silence alone acceptance or overrides Section 1.

Vendor shall identify any proposed change before accepting or performing the affected order. Thermal's internal review of a qualified response does not itself accept that change. An accepted revision applies only to the revision identified; later changes to these terms are not retroactive. Any waiver or exception must be approved in writing by an authorized Thermal representative and applies only within its stated scope.

A revised PO identifies the changes and revision number. It does not incorporate a later Standard Terms version unless the revision expressly identifies that change and the parties agree to it. The unmodified portions of the accepted transaction remain unchanged.

Warranties, accrued remedies, indemnity, defense, pass-through rights, and obligations that by their nature continue survive delivery, inspection, payment, completion, cancellation, and termination, subject to their stated durations and applicable limitation periods. Required insurance must remain in force during performance; any additional completed-operations maintenance period must be specified in the PO or governing agreement. Survival does not convert an expired policy into continuing coverage.

Subject to Section 1 and mandatory law, Texas law governs the PO, without its conflict-of-laws rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply. A provision prohibited by applicable law is ineffective only to the prohibited extent, and the remainder continues if legally enforceable. No provision requires indemnity, defense, additional insured coverage, or waiver prohibited by an applicable construction, oilfield, transportation, or other anti-indemnity law. The parties shall not use another provision to circumvent such a prohibition.