

Wisconsin Pharmacal Company, LLC – Terms & Conditions of Sale

1. **APPLICABILITY.** Buyer agrees to purchase the products, goods, and/or manufacturing services, which may include over-the-counter pharmaceutical, personal care, or related products (collectively, the "Products"), as described in the accompanying order acknowledgement, quotation, or similar sale documentation issued by Wisconsin Pharmacal Company, LLC ("WPC") (the "Order Acknowledgement"). Unless Buyer rejects the Order Acknowledgement, in writing to WPC, within three (3) days from the date that WPC sends it to Buyer, Buyer shall be deemed to have accepted the Order Acknowledgement and these terms and conditions of sale and manufacturing services (the "Terms") (the Order Acknowledgement and Terms are collectively, the "Agreement"), which shall govern the purchase of the Products by Buyer. The Agreement constitutes the entire understanding between WPC and Buyer and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations, and communications, whether written or oral. These Terms shall be the only terms that apply to the purchase and sale of the Products regardless of whether or when Buyer has submitted its purchase order or other documentation. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not modify these Terms. WPC and Buyer may each be referred to herein as a "party" or collectively as the "parties."
2. **DELIVERY.** (a) The Products shall be delivered within a reasonable time after transmission of the Order Acknowledgement, subject to availability of materials, production capacity, and receipt of any required deposit or prepayment, unless otherwise expressly stated in the Order Acknowledgement. Any delivery date provided by WPC is an anticipated delivery date only and is not a guaranteed delivery date. WPC shall not be liable for any damages resulting from delay in delivery, including without limitation any loss, damage, penalty, or chargeback arising from such delay. (b) Unless otherwise expressly agreed in writing by the parties, WPC shall deliver the Products F.O.B. WPC's manufacturing or production facility using WPC's standard and/or discretionary methods for packaging and shipping such Products. Buyer shall be responsible for all freight, unloading costs, and for providing equipment and labor reasonably suited for receipt of the Products. (c) WPC may, in its sole discretion and without liability or penalty, make partial shipments of Products to Buyer. Each shipment shall constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of the applicable Order Acknowledgement. (d) If for any reason Buyer fails to accept delivery of any Products at or prior to arrival at the designated delivery location, or if WPC is unable to deliver the Products because Buyer has not provided appropriate instructions, documentation, approvals, or authorizations, then: (i) risk of loss shall pass to Buyer; (ii) the Products shall be deemed delivered; (iii) WPC may, at its option, store the Products at Buyer's risk and expense; and (iv) WPC may invoice Buyer for such Products as if delivery had occurred. Buyer shall be responsible for all costs and expenses related to such storage, handling, and redelivery. (e) Buyer may direct WPC to deliver Products to a third party, including without limitation any distributor, retailer, contract logistics provider, or fulfillment center. Delivery to such third party shall constitute delivery to Buyer for all purposes under this Agreement, and Buyer shall remain fully responsible for all obligations hereunder, including without limitation payment, acceptance, and compliance with these Terms. Buyer shall be responsible for the acts and omissions of any such third party.
3. **NON-DELIVERY.** (a) The quantity of any shipment of Products as recorded by WPC upon dispatch from its facility shall be deemed conclusive evidence of the quantity delivered to Buyer unless Buyer provides conclusive evidence to the contrary within the Inspection Period set forth in Section 9. (b) Any liability of WPC for non-delivery or short delivery of Products shall be limited, at WPC's option, to either (i) replacing such Products within a reasonable time, or (ii) adjusting the applicable invoice to reflect the actual quantity delivered. (c) WPC shall not be liable for any damages, penalties, chargebacks, or other claims arising from or related to any alleged non-delivery or short delivery, including without limitation any claims arising from Buyer's relationships with its customers, distributors, or retailers.
4. **SHIPPING TERMS.** Unless otherwise expressly agreed in writing by the parties in the applicable Order Acknowledgement or other written agreement, all shipments of Products shall be made F.O.B. WPC's manufacturing or production facility. Any different shipping terms, including without limitation alternative Incoterms or routing requirements, must be expressly agreed to in writing by WPC and shall apply only to the specific transaction identified in such agreement.
5. **TITLE AND RISK OF LOSS.** Title and risk of loss to the Products shall pass to Buyer upon shipment of the Products from WPC's manufacturing or production facility (or, if applicable, any other location specified in the Order Acknowledgement or agreed to in writing by the parties). As collateral security for the payment of the purchase price of the Products and any other amounts due under this Agreement, Buyer hereby grants to WPC a lien on and security interest in and to all of the right, title, and interest of Buyer in, to and under the Products, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including, without limitation, insurance proceeds) of the foregoing. The security interest granted under this Section constitutes a purchase money security interest under the applicable Uniform Commercial Code. Buyer authorizes WPC to file any financing statements or other documents that WPC deems necessary or appropriate to perfect and maintain such security interest.
6. **AMENDMENT AND MODIFICATION.** The Order Acknowledgement and these Terms may only be amended or modified by a written agreement that expressly states that it amends the Order Acknowledgement and/or these Terms and is signed by an authorized representative of each party. Orders are non-cancellable and non-refundable except with WPC's prior written consent. Buyer may not cancel, modify, or reschedule any order without WPC's prior written consent. Any such cancellation, modification, or rescheduling shall be subject to charges determined by WPC in its reasonable discretion, including without limitation charges for materials, labor, production time, overhead, storage, and administrative costs incurred or committed by WPC. Without limiting the foregoing, Buyer shall be responsible for all raw materials, components, packaging, and other inputs purchased or committed by WPC in connection with Buyer's orders or forecasts, whether or not such materials are ultimately used in finished Products. Buyer shall reimburse WPC for the full cost of such materials, including any minimum order quantities, excess quantities, or materials rendered obsolete, expired, or otherwise unusable as a result of order cancellation, modification, delay, or forecast changes. WPC shall have no obligation to repurpose or mitigate such Materials. Once WPC has commenced procurement of materials or production of Products, Buyer shall be responsible for all costs associated with such materials and production, including any work in process or finished goods. WPC may, in its discretion, require Buyer to take delivery of completed Products or reimburse WPC for the full cost thereof. Delays requested by Buyer in shipment or production schedules may result in additional charges, including storage, handling, and rescheduling fees, and WPC may invoice Buyer for Products or materials as if delivered or used in accordance with the original schedule.
7. **INSPECTION AND/OR REJECTION OF NONCONFORMING GOODS.** (a) Buyer shall inspect the Products in accordance with Section 9. Buyer shall be deemed to have accepted all Products unless it provides written notice of nonconforming Products in compliance with Section 9 within the applicable Inspection Period and furnishes such evidence and documentation as reasonably required by WPC. (b) "Nonconforming Products" means only those Products that materially differ from the specifications expressly set forth in the applicable Order Acknowledgement at the time of shipment. For the avoidance of doubt, Nonconforming Products do not include Products that are affected by Buyer's formulation, labeling, storage, handling, distribution, or use, or that otherwise comply with agreed specifications at the time of manufacture. (c) If Buyer timely notifies WPC of Nonconforming Products and such claim is verified by WPC, WPC shall, in its sole discretion, either (i) replace such Nonconforming Products with conforming Products within a reasonable time, or (ii) credit or refund the purchase price for such Nonconforming Products. (d) Buyer shall return any Nonconforming Products only upon receipt of a Return Authorization from WPC and in accordance with WPC's instructions. Buyer shall bear all risk of loss with respect to returned Products unless otherwise agreed in writing. (e) The remedies set forth in this Section 7 shall be Buyer's sole and exclusive remedies for the delivery of Nonconforming Products. Except as expressly provided in this Section 7 and Section 9, all sales are final and Buyer shall have no right to reject or return Products.
8. **MATERIALS; INVENTORY; STORAGE.** WPC may procure raw materials, components, packaging materials, and other inputs (collectively, "Materials") in

quantities necessary to fulfill Buyer's orders and forecasts. All such Materials shall be deemed purchased by WPC on behalf of Buyer, and Buyer shall be responsible for the full cost of such Materials in accordance with this Agreement. Buyer acknowledges that certain Materials may be subject to minimum order quantities, long lead times, shelf-life limitations, or regulatory requirements, and that such Materials may not be returnable, reusable, or suitable for use in products for other customers. Accordingly, Buyer shall bear all risk associated with such Materials, including without limitation excess quantities, unused Materials, and Materials rendered obsolete, expired, or otherwise unusable for any reason. Without limiting the foregoing or Section 6, Buyer shall be responsible for all Materials purchased or committed by WPC in connection with Buyer's orders or forecasts, including any Materials that remain unused as a result of order cancellation, modification, delay, or forecast changes. WPC shall have no obligation to repurpose or mitigate such Materials. Materials and inventory that remain unused for a period of six (6) months or more, or that are approaching expiration or obsolescence, may, at WPC's option, be invoiced to Buyer, subject to storage and handling charges, or disposed of at Buyer's expense. Buyer shall be responsible for all reasonable costs associated with storage, handling, management, and disposal of such Materials. Buyer-supplied Materials shall remain the responsibility of Buyer at all times, including without limitation responsibility for compliance with applicable specifications and regulatory requirements, suitability for use in production, and any costs or liabilities arising from defects, delays, or issues caused by such Materials.

9. INSPECTION; ACCEPTANCE; RETURNS. (a) Buyer shall inspect the Products within five (5) days after receipt (the "Inspection Period"). Buyer shall be deemed to have accepted the Products unless it notifies WPC in writing of any alleged Nonconforming Products during the Inspection Period and provides such written evidence or other documentation as reasonably required by WPC. (b) Any claim by Buyer for damaged, lost, or short-shipped Products, including without limitation damage occurring in transit, must be made in writing within the Inspection Period and must be supported by sufficient evidence, including without limitation photographs of the Products, packaging, and shipping materials, as well as any applicable carrier documentation. WPC shall have no obligation to issue any credit, refund, or replacement unless and until such evidence is provided and reasonably verified by WPC, and WPC's determination of such claims shall be final absent manifest error. Failure to provide such evidence shall result in the claim being denied. (c) Buyer shall retain all allegedly damaged Products, packaging, and shipping materials for inspection by WPC or its designated carrier upon request. Buyer shall reasonably cooperate in any investigation of such claim. (d) Returns of Products shall not be permitted without prior written authorization from WPC ("Return Authorization"). Any request for Return Authorization must reference the applicable Order Acknowledgement and describe in reasonable detail the alleged Nonconforming Products. (e) For purposes of this Section 9, "Nonconforming Products" shall have the meaning set forth in Section 7. (f) Except as expressly provided in Section 7 and this Section 9, all sales are final, and Buyer shall have no right to reject or return Products. Without limiting the foregoing, no returns shall be permitted for Products that are expired, overstocked, slow-moving, discontinued, or ordered in error by Buyer. (g) If WPC determines that Products are Nonconforming Products, WPC shall provide the remedies set forth in Section 7. (h) Approved returns may be subject to restocking fees and may, at WPC's discretion, require destruction of the Products rather than return shipment.
10. CHARGEBACKS; DEDUCTIONS. Buyer shall not take any deduction, offset, chargeback, or other reduction from any amounts due or to become due to WPC without WPC's prior written consent. Any such unauthorized deduction, offset, or chargeback shall constitute a failure by Buyer to pay amounts when due under this Agreement. Without limiting the foregoing, Buyer shall have no right to impose or deduct any penalties, fees, or charges, including without limitation those relating to alleged delivery delays, shortages, compliance requirements, labeling, packaging, or Buyer's arrangements with its customers, distributors, or retailers, except to the extent expressly agreed to in writing by WPC. Any claim by Buyer relating to the Products must be made and resolved in accordance with Sections 7 and 9 of this Agreement, and Buyer shall not withhold or reduce payment pending resolution of any such claim.
11. REGULATORY AND QUALITY RESPONSIBILITIES. (a) WPC shall manufacture the Products in accordance with applicable current Good

Manufacturing Practices ("cGMP") and applicable laws and regulations in effect at the time of manufacture. WPC shall be responsible for maintaining appropriate manufacturing, testing, and quality control procedures and records relating to the production of the Products. (b) Buyer shall be solely responsible for all aspects of the Products outside of WPC's manufacturing process, including without limitation product formulation (to the extent provided by or specified by Buyer), labeling, packaging design, claims, marketing, distribution, sale, and use of the Products, and for compliance with all applicable laws and regulations relating thereto. Buyer shall be responsible for ensuring that all labels, packaging, and marketing materials comply with applicable regulatory requirements. (c) Buyer acknowledges that WPC is acting solely as a contract manufacturer of the Products and is not responsible for the regulatory classification, intended use, or marketing of the Products. Buyer shall be solely responsible for determining the appropriate regulatory status of the Products and for obtaining any required approvals, registrations, listings, or notifications. (d) WPC's obligations under this Agreement are limited to compliance with cGMP and applicable laws at the time of manufacture. WPC shall have no responsibility for the condition, compliance, or performance of the Products after delivery, including without limitation any changes resulting from storage, handling, distribution, or use by Buyer or any third party. (e) The parties shall reasonably cooperate with one another in connection with regulatory inquiries, inspections, or requests relating to the Products; provided, however, that such cooperation shall not expand either party's responsibilities beyond those expressly set forth in this Agreement.

12. PRODUCT COMPLAINTS; ADVERSE EVENTS; RECALLS. (a) Buyer shall be solely responsible for receiving, investigating, documenting, and responding to all product complaints, adverse events, and regulatory inquiries relating to the Products, including without limitation any obligations to report such matters to any governmental or regulatory authority. Buyer shall maintain all records and systems necessary to comply with applicable laws and regulations relating to such matters. (b) Buyer shall promptly notify WPC of any product complaints, adverse events, or regulatory inquiries that may reasonably relate to the manufacturing of the Products and shall provide WPC with all information reasonably necessary for WPC to evaluate such matters. (c) In the event of any actual or potential recall, market withdrawal, or similar action involving the Products, Buyer shall be solely responsible for initiating, managing, and executing such recall or action, including without limitation all communications with customers, distributors, retailers, and regulatory authorities. Buyer shall bear all costs and expenses associated with any such recall or action, except to the extent such recall is directly and solely caused by WPC's material failure to manufacture the Products in accordance with agreed specifications or applicable cGMP requirements. (d) WPC shall reasonably cooperate with Buyer in connection with any product complaint investigation, adverse event, or recall, including by providing manufacturing records and other relevant information; provided, however, that such cooperation shall not expand WPC's responsibilities or liability beyond those expressly set forth in this Agreement. (e) Buyer shall not initiate any recall, market withdrawal, or field action relating to the Products that attributes fault to WPC or its manufacturing processes without WPC's prior written consent, such consent not to be unreasonably withheld if supported by verified evidence.
13. PRICE. (a) Prices quoted by WPC shall be valid for thirty (30) days unless otherwise stated and shall become firm upon issuance of the applicable Order Acknowledgement. Buyer shall purchase the Products from WPC at the prices set forth in the applicable Order Acknowledgement or, if not provided therein, the prices set forth in WPC's then-current price list in effect as of the date of the Order Acknowledgement (the "Prices"). (b) WPC reserves the right to adjust the Prices at any time prior to shipment of the Products to reflect increases in the cost of raw materials, components, packaging, labor, transportation, tariffs, duties, trade restrictions, regulatory requirements, or other costs beyond WPC's reasonable control, including without limitation changes resulting from supplier price increases or minimum order quantity requirements, and in such event these Terms shall be construed as if the adjusted Prices were originally set forth herein and Buyer shall be invoiced based on such adjusted Prices. (c) In the event that WPC is required to procure Materials or incur costs in advance of production, WPC may require deposits or prepayments as a condition to accepting or continuing performance under any Order Acknowledgement. (d) All Prices are exclusive of all sales, use, excise, and other similar taxes, duties, tariffs, or charges of any kind imposed by any governmental authority on any

amounts payable by Buyer, and Buyer shall be responsible for all such charges, costs, and taxes; provided, however, that Buyer shall not be responsible for any taxes imposed on, or with respect to, WPC's income, revenues, gross receipts, personnel, or real or personal property.

14. **PAYMENT TERMS.** (a) Buyer shall pay all amounts due to WPC within thirty (30) days from the date of WPC's invoice, unless otherwise agreed in writing. Buyer shall make all payments in U.S. dollars by a method acceptable to WPC. (b) Buyer shall pay interest on all late payments at the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, calculated daily and compounded monthly, and Buyer shall reimburse WPC for all costs incurred in collecting any late payments or unpaid amounts, including without limitation reasonable attorneys' fees and expenses. (c) Buyer shall make all payments without deduction, offset, or withholding of any kind, except as expressly agreed to in writing by WPC. (d) In addition to all other remedies available under this Agreement or at law, WPC may suspend performance, withhold shipment of completed or in-process Products, and/or cease manufacture or delivery of Products, if Buyer fails to pay any amounts when due, breaches this Agreement, or if WPC reasonably determines that Buyer's financial condition has deteriorated or presents a risk of non-payment, and WPC may require advance payment, deposits, or other security as a condition to accepting new orders or resuming performance. (e) Without limiting the foregoing or Section 8, WPC may invoice Buyer for any Materials that are expired or approaching expiration, in WPC's reasonable discretion, as well as for any Materials, work in process, or finished Products for which Buyer is responsible under this Agreement. (f) In the event that any order is cancelled or terminated for any reason, Buyer shall remain responsible for all amounts due to WPC, including without limitation costs of Materials, labor, production, and any other costs incurred or committed by WPC in connection with such order.

15. **LIMITED WARRANTY.** (a) WPC warrants to Buyer that, as of the date of shipment, the Products will materially conform to the specifications set forth in the applicable Order Acknowledgement and will be manufactured in accordance with applicable cGMP requirements. This limited warranty does not apply to any nonconformity resulting from (i) formulations, specifications, or instructions provided by or on behalf of Buyer, (ii) labeling, packaging, or marketing materials not prepared by WPC, (iii) improper storage, handling, distribution, or use of the Products after delivery, (iv) normal degradation or expiration of the Products, or (v) any modification or alteration of the Products by any party other than WPC. This warranty is not valid unless Buyer has complied with all payment obligations under this Agreement. (b) EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 15(a), WPC MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCTS, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (iii) WARRANTY OF TITLE; OR (iv) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. (c) Products manufactured or supplied by third parties ("Third Party Products") may be incorporated into or provided with the Products, and WPC makes no representations or warranties with respect to any such Third Party Products. (d) WPC shall not be liable for any breach of the limited warranty set forth in Section 15(a) unless Buyer provides written notice of the alleged nonconformity in accordance with Sections 7 and 9, WPC is given a reasonable opportunity to investigate such claim, and WPC reasonably verifies that the Products failed to conform to the applicable specifications at the time of shipment. (e) WPC shall not be liable for a breach of the limited warranty if Buyer makes any further use of the Products after giving notice of nonconformity, fails to follow WPC's instructions relating to storage, handling, or use, or alters or modifies the Products without WPC's prior written consent. (f) Subject to the foregoing, WPC shall, in its sole discretion, either replace the nonconforming Products or credit or refund the purchase price of such Products, and such remedy shall be Buyer's sole and exclusive remedy and WPC's entire liability for any breach of the limited warranty.

16. **LIMITATION OF LIABILITY.** (a) IN NO EVENT SHALL WPC BE LIABLE TO BUYER OR ANY THIRD PARTY, DIRECTLY OR INDIRECTLY, FOR ANY LOSS OF USE, REVENUE OR PROFIT, LOSS OF BUSINESS, LOSS OF MARKET, LOSS OF DATA, OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR

PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PRODUCTS, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, EVEN IF WPC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. (b) IN NO EVENT SHALL WPC'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PRODUCTS, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNTS PAID BY BUYER TO WPC FOR THE SPECIFIC PRODUCTS GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM. (c) WITHOUT LIMITING THE FOREGOING, WPC SHALL NOT BE LIABLE FOR ANY DAMAGES, COSTS, OR EXPENSES ARISING FROM OR RELATED TO (i) PRODUCT RECALLS, MARKET WITHDRAWALS, OR FIELD ACTIONS, EXCEPT TO THE EXTENT DIRECTLY AND SOLELY CAUSED BY WPC'S BREACH OF ITS LIMITED WARRANTY SET FORTH IN SECTION 15, (ii) BUYER'S FORMULATION, LABELING, PACKAGING, MARKETING, DISTRIBUTION, OR USE OF THE PRODUCTS, OR (iii) ANY ACTS OR OMISSIONS OF BUYER OR ANY THIRD PARTY, INCLUDING WITHOUT LIMITATION BUYER'S CUSTOMERS, DISTRIBUTORS, OR RETAILERS. (d) ANY CLAIM BY BUYER ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PRODUCTS MUST BE COMMENCED WITHIN TWELVE (12) MONTHS AFTER THE DATE OF SHIPMENT OF THE PRODUCTS GIVING RISE TO THE CLAIM, AND BUYER HEREBY WAIVES ANY RIGHT TO BRING ANY CLAIM AFTER SUCH PERIOD. (e) THE LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND SHALL APPLY NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED OR EXCLUSIVE REMEDY.

17. **COMPLIANCE WITH LAW.** Buyer shall comply with all applicable laws, regulations, and ordinances in connection with its purchase, distribution, marketing, sale, and use of the Products. Buyer shall maintain in effect all licenses, registrations, listings, permits, and approvals necessary to carry out its obligations under this Agreement and to place the Products into commerce. Buyer shall be solely responsible for compliance with all applicable laws and regulations relating to labeling, packaging, marketing, distribution, and sale of the Products. Buyer shall comply with all applicable export and import laws and regulations, and Buyer assumes all responsibility for any required import clearances, duties, or governmental approvals. WPC may terminate this Agreement upon written notice if any governmental authority imposes restrictions, duties, or other requirements that materially impair WPC's ability to perform under this Agreement or that materially increase the cost or risk associated with the Products.

18. **TERMINATION.** In addition to any remedies that may be provided under this Agreement, WPC may terminate this Agreement or any Order Acknowledgement, or suspend performance, with immediate effect upon written notice to Buyer if Buyer (i) fails to pay any amount when due under this Agreement, (ii) breaches any of its obligations under this Agreement and such breach is not cured within ten (10) days after written notice thereof, or (iii) becomes insolvent, files a petition for bankruptcy, or commences or has commenced against it any proceeding relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors. Upon termination for any reason, Buyer shall remain responsible for all amounts due to WPC, including without limitation amounts for Products delivered, Materials, work in process, finished goods, and any other costs incurred or committed by WPC in connection with any Order Acknowledgement, and WPC may suspend or cancel any pending orders without liability. Termination shall not affect any rights or obligations of the parties that have accrued prior to termination or that by their nature should survive termination.

19. **WAIVER.** No waiver by WPC of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by WPC. No waiver by WPC shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or

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- privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
20. **CONFIDENTIAL INFORMATION.** All non-public, confidential, or proprietary information of WPC, including without limitation specifications, formulations, samples, designs, processes, know-how, data, pricing, customer information, and business operations (collectively, "Confidential Information"), disclosed to Buyer in connection with this Agreement, whether disclosed orally or in written, electronic, or other form, shall be used solely for purposes of performing under this Agreement and shall not be disclosed to any third party without WPC's prior written consent. Buyer shall protect such Confidential Information using at least the same degree of care it uses to protect its own confidential information of a similar nature, but in no event less than reasonable care. Upon WPC's request, Buyer shall promptly return or destroy all Confidential Information. WPC shall be entitled to injunctive relief for any breach of this Section. This Section shall not apply to information that (a) is or becomes publicly available through no fault of Buyer, (b) was known to Buyer prior to disclosure, or (c) is rightfully obtained by Buyer from a third party without restriction.
21. **FORCE MAJEURE.** WPC shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond WPC's reasonable control, including without limitation acts of God, flood, fire, earthquake, storm, explosion, governmental actions, changes in laws or regulations, imposition of tariffs or trade restrictions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, epidemic, pandemic, quarantine or other public health emergency, labor disputes, lockouts, strikes, cyber-attacks, supply chain disruptions, shortages of raw materials or components, delays affecting carriers, inability or delay in obtaining adequate or suitable Materials, telecommunications failures, or power outages. Upon the occurrence of any such event, WPC may suspend performance for the duration of such event and shall use commercially reasonable efforts to resume performance as soon as practicable, including the right to adjust pricing in accordance with Section 13 to reflect increased costs resulting from such event. If such event continues for a period that materially impairs WPC's ability to perform, WPC may, upon written notice to Buyer, cancel any affected Order Acknowledgement without liability, except that Buyer shall remain responsible for all costs and expenses incurred by WPC in connection with such Order Acknowledgement, including without limitation Materials, work in process, and finished Products. WPC shall not be required to allocate Products or capacity among customers.
22. **ASSIGNMENT.** Buyer shall not assign, transfer, or delegate any of its rights or obligations under this Agreement without the prior written consent of WPC, which may be withheld in WPC's sole discretion. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve Buyer of any of its obligations under this Agreement. WPC may assign or transfer this Agreement, in whole or in part, without Buyer's consent, including without limitation to any affiliate or in connection with a merger, sale of assets, or other business transaction.
23. **RELATIONSHIPS OF THE PARTIES.** The relationship between WPC and Buyer is that of independent contractors. Nothing contained in this Agreement shall be deemed or construed to create any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to bind the other party in any manner whatsoever. This Agreement is for the sole benefit of the parties and their respective permitted successors and assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
24. **GOVERNING LAW; DISPUTE RESOLUTION.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, without giving effect to any conflict of laws rules that would result in the application of the laws of any other jurisdiction. Any dispute, claim, or controversy arising out of or relating to this Agreement or the Products shall be resolved exclusively by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitration shall be conducted by a single arbitrator in Milwaukee County, Wisconsin, and the language of the arbitration shall be English. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, WPC may seek injunctive or other equitable relief in any court of competent jurisdiction to protect its Confidential Information or enforce its intellectual property rights.
25. **NOTICES.** All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth in the applicable Order Acknowledgement or to such other address as may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), or certified or registered mail (in each case, return receipt requested, postage prepaid), or by email (with confirmation of transmission). A Notice is effective only upon receipt by the receiving party.
26. **SEVERABILITY.** If any term or provision of this Agreement is determined to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or render such term or provision invalid, illegal, or unenforceable in any other jurisdiction. Upon such determination, the parties shall negotiate in good faith to modify this Agreement to affect the original intent of the parties as closely as possible in a manner that is valid, legal, and enforceable.
27. **SURVIVAL.** Provisions of this Agreement that by their nature should apply beyond their term shall remain in force after any termination or expiration of this Agreement, including without limitation Sections relating to payment obligations, materials and inventory, confidentiality, intellectual property, warranty limitations, limitation of liability, compliance with law, dispute resolution, and any other provisions which by their nature are intended to survive.
28. **INTELLECTUAL PROPERTY.** (a) Each party shall retain all right, title, and interest in and to its respective Intellectual Property Rights existing as of the date of this Agreement or developed independently of this Agreement. Buyer shall own all rights in and to the Products' formulation, branding, trademarks, labeling, and marketing materials to the extent provided by or specified by Buyer. WPC shall own all rights, titles, and interest in and to its manufacturing processes, methods, know-how, techniques, supply chain relationships, supplier information, sourcing strategies, and other Intellectual Property Rights used or developed in connection with the manufacture of the Products. Notwithstanding the foregoing, to the extent any Products, formulations, regulatory filings (including without limitation any 510(k) submissions), brands, trademarks, or other Intellectual Property Rights are developed, owned, or controlled by WPC, including any WPC-branded or legacy Products, all such Intellectual Property Rights shall remain the sole and exclusive property of WPC, and Buyer shall have no right, title, or interest therein. Buyer acknowledges and agrees that it shall not, directly or indirectly, access, use, reverse engineer, replicate, disclose, transfer, or attempt to obtain possession or control of any such WPC-owned Intellectual Property Rights, including without limitation any formulations, regulatory filings, proprietary know-how, or supply chain information, except solely to the limited extent necessary to receive the Products in accordance with this Agreement. (b) Buyer shall not, directly or indirectly, contact, solicit, engage, or attempt to establish any direct or indirect business relationship with any suppliers, vendors, or service providers of WPC that are identified to Buyer in connection with this Agreement, for the purpose of sourcing materials, components, or services related to the Products or otherwise circumventing WPC, without WPC's prior written consent, during the term of this Agreement and for a period of two (2) years following its termination or expiration. (c) Any improvements, modifications, or developments to WPC's manufacturing processes, methods, know-how, supply chain strategies, or Product formulations made while performing this Agreement shall be the sole and exclusive property of WPC, even if such improvements are developed in connection with Buyer's Products. (d) Buyer shall not acquire any ownership interest in WPC's Intellectual Property Rights under this Agreement, and any goodwill arising from Buyer's use of WPC's Intellectual Property Rights shall inure solely to the benefit of WPC. Buyer shall use WPC's Intellectual Property Rights solely as necessary to receive the Products and only in accordance with this Agreement. (e) Buyer shall not take any action that interferes with WPC's rights in or to its Intellectual Property Rights, including without limitation

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challenging or contesting WPC's ownership thereof or assisting any third party in doing so. (f) Nothing in this Agreement shall restrict WPC from manufacturing similar or competitive products for itself or for any third party, or from using any general knowledge, experience, or know-how gained while performing this Agreement, provided that WPC does not disclose Buyer's Confidential Information. (g) Except as expressly set forth in this Agreement, no license or other rights in either party's Intellectual Property Rights are granted by implication, estoppel, or otherwise.

29. WPC'S RIGHTS, BUYER'S OBLIGATIONS. To secure the payment of all amounts due or to become due under this Agreement, Buyer hereby grants to WPC a continuing security interest in and lien upon all Products, Materials, work in process, finished goods, and all proceeds thereof, whether now existing or hereafter arising, delivered to or held for Buyer, and all such Products and Materials shall remain subject to such security interest until paid in full. This Agreement shall constitute a security agreement under the Uniform Commercial Code ("UCC"), and Buyer authorizes WPC to file, in its sole discretion, any financing statements, continuation statements, or other documents that WPC deems necessary or appropriate to perfect and maintain its security interest, without further consent from Buyer. Buyer shall execute and deliver any additional documents reasonably requested by WPC to perfect or enforce such security interest.
30. INDEMNIFICATION. Buyer shall defend, indemnify, and hold harmless WPC and its affiliates, and their respective officers, directors, employees, agents, successors, and assigns, from and against any and all losses, damages,

liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and expenses, arising out of or relating to any third-party claim based on or resulting from (a) Buyer's formulation, labeling, packaging, branding, marketing, distribution, sale, or use of the Products, (b) any actual or alleged violation of applicable laws or regulations by Buyer or its customers, distributors, or retailers, (c) any product recall, market withdrawal, adverse event, or field action, except to the extent directly and solely caused by WPC's breach of its limited warranty set forth in Section 15, (d) Buyer's breach of this Agreement, (e) Buyer's negligence, willful misconduct, or other acts or omissions, or those of its employees, agents, contractors, customers, distributors, or retailers, or (f) any actual or alleged infringement, misappropriation, or violation of any intellectual property rights arising out of or relating to Buyer's formulations, specifications, labeling, branding, marketing materials, or instructions. WPC shall promptly notify Buyer of any such claim and reasonably cooperate in the defense thereof at Buyer's expense. Buyer shall not settle any such claim in a manner that imposes any liability or obligation on WPC without WPC's prior written consent, which shall not be unreasonably withheld. Buyer shall, at its own expense, maintain commercially reasonable product liability insurance, including coverage for bodily injury, property damage, and product-related risks, in amounts customary for the industry and sufficient to cover its obligations under this Agreement, and shall, upon WPC's request, provide certificates of insurance evidencing such coverage and name WPC as an additional insured.