



SaniSure Terms and Conditions of Sale

1. Applicability of Terms. These SaniSure Terms and Conditions of Sale, together with the invoice, quotation Supply Agreement and/or order acknowledgement from Seller to which these SaniSure Terms and Conditions of Sale are attached (the “**Seller Acknowledgement**”), and any attachments, and exhibits, specifications, drawings and other information attached hereto or thereto, or incorporated by reference herein or therein (collectively, the “**Terms**”) apply to the sale by SaniSure LLC and its Subsidiaries, individually or collectively d/b/a SaniSure® (collectively the “**Seller**”) to the buyer specified in the Seller Acknowledgement (the “**Buyer**”) of the goods specified in the Seller Acknowledgement (the “**Products**”). For purposes of this Agreement, “**Subsidiary**” means any corporation, firm, partnership or other entity of which (i) if the entity has voting shares or other voting securities, a party owns more than fifty percent (50%) of the outstanding shares or securities entitled to vote for the election of directors or similar managing authority, or (ii) if the entity does not have voting shares or other voting securities, a party owns more than fifty percent (50%) of the ownership interest that represents the right to make decisions for such entity.

2. Order Acceptance. Buyer’s acceptance of the Seller Acknowledgement in writing (email sufficient) shall constitute Buyer’s acceptance of all terms and conditions specified in these Terms. In the event of conflict between these Terms and any other written agreement between the parties that specifically covers the same Products (the “**Separate Agreement**”), the terms and conditions of the Separate Agreement shall prevail to the extent of such conflict. Notwithstanding the foregoing, the terms of the Seller Acknowledgement and these Terms shall prevail over any differing or additional terms and conditions proposed by Buyer and not contained in any Separate Agreement, including, without limitation, those contained in Buyer’s purchase order to which this Seller Acknowledgement responds. These Terms also apply to any repaired or replacement Products provided by Seller hereunder.

3. Supply of Products. Seller shall manufacture and supply the Products in accordance with the specifications contained in the Seller Acknowledgement and in compliance with applicable laws and regulations and using generally accepted industry practice. Seller reserves the right to discontinue the manufacture or sale of any Products at any time or to alter, modify or redesign its Products. Seller shall use reasonable commercial efforts to meet such shipping and/or delivery dates, but Seller shall not be liable for any direct or indirect damages or costs, including without limitation incidental or consequential damages, resulting from late deliveries. If Seller is delayed in or prevented from performing any of its obligations under these Terms due to the acts or omissions of Buyer or its agents (including but not limited to failure to provide specifications and/or fully dimensioned working drawings and/or such other information as Seller reasonably requires to proceed expeditiously with its obligations hereunder), then the delivery/completion period and the Price shall both be equitably adjusted accordingly. As applicable, Seller reserves the right to apply minimum order quantities (MOQs) or order value thresholds. Orders below these minimums may be subject to additional fees.

4. Delivery Date; Shipping Terms. Seller shall deliver the Products in the quantities and on the date(s) specified in the Seller Acknowledgement or as otherwise agreed in writing by the parties (the “**Delivery Date**”). Delivery shall be made in accordance with the shipping terms set forth in the Seller Acknowledgement. If no such shipping terms are specified in the Seller Acknowledgement, the Products shall be shipped from Seller’s facility on (a) an FCA Shipping Point (Incoterms 2020) basis if the Seller’s facility and the Delivery Location (defined below) are in the same country, or (b) an Ex Works (Incoterms 2020) basis if the Seller’s Shipping Point and the Delivery Location are in different countries. Seller shall give written notice of shipment to Buyer when the Products are made available to the carrier for pickup at the Shipping

Point. “**Shipping Point**” means Seller’s facility or other location at which the Products are made available for shipment to Buyer. Seller shall provide Buyer all shipping documents, including the commercial invoice, packing list, air

waybill/bill of lading and any other documents necessary to release the Products to Buyer promptly after Seller delivers the Products to the transportation carrier. All Products shall be delivered to the address specified in the Seller Acknowledgement (the “**Delivery Location**”) during normal business hours or as otherwise instructed by Buyer. All Products shall be packed for shipment in a manner sufficient to ensure that the Products are delivered in undamaged condition. Seller must provide Buyer prior written notice if it requires Buyer to return any packaging material. Any return of such packaging material shall be made at Seller’s expense. If Buyer does not take delivery or causes delay in shipment of finished goods beyond the scheduled ship date, Seller reserves the right to charge reasonable storage fees, invoiced monthly, starting 10 business days after the agreed ship date. Storage will be at Buyer’s risk and cost.

5. Title and Risk of Loss; Special Tooling. Title to Products shipped under the Seller Acknowledgement passes to Buyer upon Seller’s receipt of payment from Buyer for such Products. Risk of loss with respect to Products shipped under the Seller Acknowledgement passes to Buyer upon Seller’s tender of such Products to the carrier per the shipping terms. All Special Tooling required to produce the Products, and all designs and drawings relating to the Products, shall remain the property of Seller unless otherwise expressly agreed. In any case, Seller’s responsibility for the Special Tooling is limited to proper design, proper handling in manufacture and storage, and adequate insurance. Buyer is responsible for the costs resulting from (a) requested alterations, (b) major repairs or replacements caused by normal wear, (c) additional costs incurred when new factories are introduced such as shorter lead times and/or increased rate of delivery. “**Special Tooling**” includes items such as molds, dies, forms, jigs, mandrels, fixtures, and other special equipment, except machinery that is required to produce Products.

6. Inspection and Rejection of Nonconforming Products. Following delivery of the Products, Buyer shall have fourteen (14) calendar days to inspect the Products for conformance to specifications or the warranties provided herein, provided that if during such period Buyer both determines that additional time is needed for inspection of the Products and provides written notice to Seller, Buyer will be entitled to extend such period by an additional thirty (30) calendar days. Buyer, at its option, may inspect all or a sample of the Products, and may reject all or any portion of the Products if it determines the Products are nonconforming or defective, provided that Buyer must notify Seller of the nonconformance, and completes a complaint specifically detailing how the Products shipped by Seller are not in conformity, and obtains from Seller a Return Materials Authorization (“**RMA**”) number to return the Products in question. Once the RMA has been issued, Seller will provide instructions to Buyer as to the disposition of the Products in question. Any inspection or other action by Buyer under this Section shall not reduce or otherwise affect Seller’s obligations under the Seller Acknowledgement, and Buyer shall have the right to conduct further inspections after Seller has carried out its remedial actions.

7. Price; Payment Terms. The price of the Products is the price stated in the Seller Acknowledgement (the “**Price**”). Seller shall provide Buyer with advance written notice of any increase in Price, arising from increased material, labor or transportation costs or otherwise. Seller shall issue an invoice to Buyer on or any time after the completion of delivery and only in accordance with the Terms. Buyer shall pay all properly invoiced amounts due to Seller in accordance with the payment terms set forth in the Seller Acknowledgement, or, if no payment terms are specified, within thirty (30) days after Buyer’s receipt of such invoice, except for any amounts disputed by Buyer in good faith. All payments hereunder must be in the same currency set forth in the Seller Acknowledgement. In the event of a payment dispute, Buyer shall notify seller in writing of any invoice (along with substantiating documentation and a reasonably detailed description of the dispute) within five (5) days from Buyer’s receipt of such invoice. Buyer will be deemed to have accepted all invoices for which Seller does not receive timely notification of dispute, and shall pay all undisputed amounts due under such invoices within the period set forth in

this Section 7. The parties shall seek to resolve all such disputes expeditiously and in good faith. Notwithstanding anything to the contrary, Buyer shall continue performing its obligations under these Terms during any such dispute, including Buyer's obligation to pay all due and undisputed invoice amounts in accordance with the terms of these Terms. Notwithstanding any valid quotation, Seller reserves the right to adjust pricing prior to shipment in the event of significant increases in raw material costs, component prices, energy costs, labor rates, tariffs, duties, or other supplier-driven factors. Seller will provide written notice to Buyer if such adjustments are required. Unless otherwise stated in writing, all quotes issued by Seller are valid until the later of (i) the end of the current calendar year, or (ii) 180 days from the date of the quote. After expiration, Seller reserves the right to re-quote or adjust pricing before accepting any resulting orders.

8. Late Payments. Except for invoiced payments that Buyer has successfully disputed, Buyer shall pay interest on all late payments, calculated daily and compounded monthly, at the lesser of the rate of one and half percent (1.5%) per month or the highest rate permissible under applicable law.

9. Amendment and Modification. No change to the Seller Acknowledgement is binding upon Seller unless it is in writing, specifically states that it amends the Seller Acknowledgement and is signed by an authorized representative of Seller.

10. Product Warranty. Seller warrants title to the Products sold hereunder to be free and clear of all liens, encumbrances, and/or colorable claims, and that the Products shall conform to the specifications set forth in the Seller Acknowledgement, in each case at the time of delivery to the Delivery Location, and for conformance to specifications for a period of ninety (90) calendar days thereafter. In the event Seller breaches the foregoing warranty Seller's sole responsibility shall be, at Seller's election, to either reimburse Buyer for the actual cost of the defective Product or to replace the defective Product. Buyer shall not make or suffer to be made any claim under the foregoing warranty based on any improper use, handling, storage or tampering of the Product, any alteration of the Product, or any defect in any product that incorporates or utilizes the Product following delivery to the Delivery Location. All defective Products replaced under warranty shall either be returned to Seller or disposed of in accordance with the instructions of Seller. All costs related to the shipment and handling of such Products shall be the responsibility of Seller.

11. Disclaimer of Warranties. EXCEPT AS SET FORTH IN SECTION 10, NO OTHER WARRANTY, EXPRESS, IMPLIED OR STATUTORY IS GIVEN BY SELLER IN CONNECTION WITH THE PRODUCTS. SELLER MAKES NO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND/OR NON-INFRINGEMENT IN CONNECTION WITH THE PRODUCTS. IN ADDITION, ANY ALTERATION, CHANGE, MODIFICATION, OR REPAIR MADE ON ANY PRODUCT BY ANY PARTY OTHER THAN SELLER SHALL VOID THE WARRANTY SET FORTH IN SECTION 10.

12. Shelf Life. Seller-stated product shelf life information is based on recommendations from subject matter experts. However, Buyer should also use its own discretion in determining the utility of a Product in their application. For maximum useful life, Products should be stored away from direct sunlight in ambient, dry conditions. Although Seller does conduct various quantitative and qualitative studies to examine the post-aging performance of many products, due to the unlimited number of possible uses, Seller does not guarantee the suitability of any Product for a particular application.

13. Prohibited Uses. The Products are not intended or authorized for the following uses (each a "Prohibited Use" and collectively, the "Prohibited Uses"): (a) the surgical implantation of any Product into the body (human or animal); (b) the installation of any Product into a product, which product may be surgically implanted into the body (human or animal); (c) the installation of any Product into any life support or similar product, (d) the installation of any Product into any other product for which a failure of such product may result in personal injury or death; (e) the installation of any Product into an aircraft, or (f)

the installation of any Product into a product, which product may be used in the operation or maintenance of an aircraft. Buyer represents and warrants to Seller that the Products will not be used for any of the Prohibited Uses, whether by Buyer or the end-user of the Products. If Buyer or the end-user of the Products uses any of the Product for a Prohibited use then he, she or it does so at its own risk. Buyer will advise, in writing, its end-users of the Prohibited Uses.

14. Seller Indemnification. Seller shall defend, indemnify and hold harmless Buyer and its subsidiaries, affiliates, successors or assigns and their respective directors, officers and employees, against any third party claims, liability, suits, damages, loss, costs, fines, penalties, and expenses, including but not limited to, attorneys' fees and litigation costs ("Claim"), arising out of Seller's negligence or willful misconduct. Seller shall endeavor to amicably settle all claims asserted by any other person or entity arising from such acts or omissions.

BUYER UNDER THE SELLER ACKNOWLEDGEMENT.

15. Compliance with Law. Seller is in compliance with and shall comply with all applicable laws, regulations and ordinances relating to conduct under these Terms (including export and import control and sanctions laws of the United States, the European Union and other jurisdictions in which Seller and Buyer are established) (collectively "Applicable Laws"). Seller has and shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under the Seller Acknowledgement and these Terms. Seller shall comply with all export and import laws of all countries involved in the sale of Products under the Seller Acknowledgement. Seller assumes all responsibility for shipments of Products requiring any government import clearance. Buyer agrees that all Applicable Laws will apply to its receipt and use of the Products, and in no event will Buyer use, transfer, release, export or re-export any such Products in violation of such Applicable Laws. Neither party will (a) resort to fraudulent practices in relation to the obtaining or execution of any Seller Acknowledgement, (b) offer to give or agree to give any employee of the other party any give or consideration as an inducement or reward for acts or omissions in relation to the obtaining or execution of any Seller Acknowledgement, or (c) commit any offense under any Applicable Law creating offenses in respect of fraudulent acts.

16. Termination. Termination is subject to Seller's approval. In addition to any remedies that may be provided under these Terms, Buyer may terminate the Seller Acknowledgement with immediate effect upon written notice to Seller, either before or after the acceptance of the Products, if Seller has materially breached its obligations under these Terms or the Seller Acknowledgement. Further, if Buyer terminates the Seller Acknowledgement or cancels one or more shipment(s) under a Seller Acknowledgement for any reason, Seller shall have the right to obtain, and Buyer shall make, (a) payment to Seller for the Products received and accepted by Buyer prior to the effective date of termination, and (b) reimbursement to Seller of both Seller's incurred costs relating to the Products under the Seller Acknowledgement, and a materials handling and administration fee will apply. Should Buyer default in its payment obligations hereunder, Seller may in its discretion suspend all further deliveries until the default has been cured, without prejudice to any other rights of Seller hereunder.

17. Waiver. No waiver by any party of any of the provisions of the Terms shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the Seller Acknowledgement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the Seller Acknowledgement 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.

18. Confidential Information. All non-public, confidential or proprietary information of a party, including, but not limited to, specifications, designs,

plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by one party to the other party, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the Seller Acknowledgement is confidential, solely for the use by the receiving party in connection with exercising its rights or performing its obligations under the Seller Acknowledgement and these Terms, and may not be disclosed or copied unless authorized by the disclosing party in writing. Upon the disclosing party's request, the receiving party shall promptly return all documents and other materials received from the disclosing party. The disclosing party shall be entitled to injunctive relief for any violation of this Section. This Section shall not apply to information that is: (a) in the public domain; or (b) rightfully obtained by receiving party on a non-confidential basis from a third party.

19. Force Majeure. Neither party shall be liable to the other for any delay or failure in performing its obligations under the Seller Acknowledgement or these Terms to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that party, without such party's fault or negligence, and which by its nature could not have been foreseen by such party or, if it could have been foreseen, was unavoidable ("Force Majeure Event"). Force Majeure Events include, but are not limited to, acts of God or the public enemy, floods, fire, earthquakes, explosion, epidemic, war, invasion, hostilities, terrorist acts, riots, strike, embargoes or industrial disturbances. If a Force Majeure Event prevents either party from carrying out its obligations under the Seller Acknowledgement for a continuous period of more than sixty (60) days, the other party may terminate the Seller Acknowledgement immediately by giving written notice to the affected party.

20. Assignment. Neither party shall assign, transfer, delegate or subcontract any of its rights or obligations under the Seller Acknowledgement or these Terms without the prior written consent of the other party. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the assigning party of any of its obligations hereunder.

21. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in the Seller Acknowledgement or these Terms shall be construed as creating 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 contract for or bind the other party in any manner whatsoever. No relationship of exclusivity shall be construed from the Seller Acknowledgement or these Terms.

22. No Third-Party Beneficiaries. The Seller Acknowledgement and these Terms are for the sole benefit of the parties hereto and their respective successors and permitted 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 these Terms.

23. Governing Law. All matters arising out of or relating to the Seller Acknowledgement and these Terms shall be governed by and construed in accordance with the internal laws of the State of California, United States of America, as if performed wholly within the state and without giving effect to any choice or conflict of law provision or rule (whether of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of California.

24. Submission to Jurisdiction. Any legal suit, action or proceeding arising out of or relating to the Seller Acknowledgement or these Terms shall be instituted in shall be filed in the State or Federal Courts residing in Ventura County, California, except for an action for specific performance or injunctive relief, which shall be brought in a venue proper for the defendant. Each party hereto consents to the personal jurisdiction of the State and Federal Courts residing in Ventura County, California, and hereby waives any argument based upon a theory of an inconvenient forum.

25. Notices. All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the Seller Acknowledgement or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in the Seller Acknowledgement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

26. Severability. If any term or provision of the Seller Acknowledgement or these Terms is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of the Seller Acknowledgement or these Terms or invalidate or render unenforceable such term or provision in any other jurisdiction.

27. Electronic Communication. Buyer agrees that electronic communication (including email) are sufficient for official notices, quote acceptance or order confirmation unless otherwise agreed in writing.

28. Survival. Provisions of the Seller Acknowledgement and these Terms which by their nature should apply beyond their expiration or termination will remain in force after any expiration or termination of the Seller Acknowledgement.

EXHIBIT E

Distributor Onboarding & Engagement Process

1. Purpose and Scope

This Schedule outlines the onboarding and engagement process designed to support Distributor's introduction to the Company's products, systems, and commercial procedures. The purpose is to provide a clear, consistent structure for how the Company and Distributor will work together from launch through ongoing collaboration.

The process described here supports operational readiness, catalog integration, product familiarity, and joint commercial planning. This Schedule does **not** amend or supersede any terms of the Global Distribution Agreement ("Agreement") or any previously executed agreement or accepted terms between the Parties. In the event of conflict, the Agreement or previously accepted terms shall prevail.

2. Onboarding Overview

Following or in parallel to the execution of the Agreement, the Company will initiate an onboarding process to help Distributor:

- Become familiar with the Company's product range and applications
- Set up operational and commercial workflows
- Access sales and technical resources
- Prepare for catalog listing, stocking decisions, and early sales activity

The specific onboarding schedule, content, and timeline may vary depending on Distributor's region, product focus, and operational needs.

3. Welcome & Introduction Process

Shortly after or in parallel to the Agreement execution, the Company will schedule an introductory call ("Kickoff Meeting") to align teams and review next steps. The Kickoff Meeting typically includes:

- Introductions to Company account and support personnel
- Overview of the onboarding process
- Initial discussion of product lines, catalog integration, and demand expectations
- Review of communication channels and available resources

Distributor may be provided with a digital Welcome Package, including but not limited to product information, ordering instructions, imagery, and collateral suitable for catalog or website integration.

4. Information Exchange

To ensure the Company provides relevant support and appropriate product guidance, Distributor may be asked to share information including but not limited to the following:

- Key operational, commercial, and technical contacts
- Target customer industries and typical applications
- Catalog update timelines and data requirements
- Anticipated product categories to list
- Regional stocking capabilities (if applicable)
- Existing quality or compliance documentation needs

5. Operational Enablement & Systems Access

The Company will provide access to the systems, tools, and materials required for effective operations, which may include:

- Ordering, quoting, pricing, and lead time information
- Product specifications, drawings, certifications, and technical data
- Packaging, labeling, and logistics details
- Sales collateral and imagery for catalog inclusion
- Support and escalation contacts
- Link to Company resources where applicable (Traveler, Marketing Channel & SaniSure Academy, HubSpot)

6. Training & Product Familiarization

To support accurate product representation and customer guidance, the Company will provide training that may include:

- Product overview sessions
- Application-specific information
- Comparison guidance for alternative or incumbent materials
- FAQ and use-case summaries relevant to catalog customers

Training may be delivered through short sessions either virtually or in-person, recorded modules, or shared documents. Additional or advanced training, including certifications, may be offered at the Company's discretion or as required for specific product categories.

7. Initial Commercial Activation

The onboarding process is designed to support Distributor's early commercial engagement. Early activation may include:

- Loading approved product data to the Distributor's catalog or website
- Completing relevant product training
- Preparing initial marketing descriptions or product imagery (Distributor can leverage Company's marketing materials when needed)
- Agreeing on initial stocking recommendations where applicable
- Generating first sample quotes or customer inquiries
- Joint discussions on key target accounts or market segments

The Company may provide guidance to support initial sales motions and encourage early success.

8. Inventory & Safety-Stock Expectations

Distributors are expected to maintain reasonable safety stock for agreed-upon items to support customer service levels and responsiveness. Safety stock levels will be determined collaboratively, informed by historical purchasing patterns and forecasted demand where available, or known customer requirements. This especially applies to:

- Core high-volume part numbers
- Items with consistent reorder history
- SKUs requiring quick-turn supply for local customers

The Company will support these inventory obligations by providing regular visibility into lead times, replenishment guidance, and product demand and lifecycle trends, typically shared as part of ongoing operational communications and periodic business reviews.

9. Ongoing Communication, Support Cadence, and Continuous Improvement

After onboarding, the Company will remain engaged to support Distributor's growth. Regular communication and continuous improvement efforts include:

- Periodic or regularly-scheduled meetings
- Updates on new products, discontinuations, or technical changes
- Additional training opportunities as appropriate
- Marketing coordination for campaigns, promotions/product highlights, or catalog refreshes

- Trade show collaborations and support
- Joint customer visits, share Voice of Customer
- Collaborative inventory planning

Please note that frequency and structure may vary.

10. Ongoing Partnership, Planning, and Performance Reviews

After onboarding, the Company and Distributor will continue collaboration through ongoing planning and performance discussions.

10.1 Annual Sales Targets

On a yearly basis, the Company and Distributor will discuss anticipated demand, product focus areas, and planned commercial activity. Based on this conversation, the parties will establish mutually agreed annual sales targets or forecast ranges.

These targets are intended to:

- Support inventory planning for high-volume or regionally stocked part numbers
- Guide catalog and marketing priorities
- Identify product families or applications with growth potential
- Facilitate alignment of resources and joint activities

10.2 Quarterly or Periodic Business Reviews (QBRs)

The Company will intend to hold Quarterly Business Reviews or equivalent periodic meetings with Distributor. These sessions typically cover:

- Sales results and progress toward annual targets
- Order patterns, stocking performance, and lead-time management
- Product updates, quality feedback, and customer experience
- Marketing or catalog updates
- Training completed or needed
- Opportunities for expansion or optimization