

TERMS AND CONDITIONS OF PURCHASE ORDER

These Purchase Order Terms and Conditions (the "**Terms**") govern the purchase order issued by Axogen Corporation and/or its affiliates ("**Buyer**") (the "**Purchase Order**"). The issuance of the Purchase Order to the party identified as seller in the Purchase Order (the "**Seller**") is an offer by Buyer for the purchase of Goods and/or Services and/or services specified in the Purchase Order (the "**Goods and/or Services**" and/or "Services") from Seller in accordance with and subject to these Terms. The Terms together with the terms of the Purchase Order are referred to herein as the "**Order**". The Order, together with any documents incorporated therein by reference, constitutes the sole and entire agreement of the parties with respect to the Order, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with respect to the subject matter of the Order. The Order expressly limits Seller's acceptance to the terms of the Order. These Terms prevail over any terms or conditions contained in any other documentation and expressly exclude any of Seller's general terms and conditions of sale or any other document issued by Seller in connection with the Order. These Terms apply to any repaired or replacement Goods and/or Services provided by Seller hereunder.

1. **Acceptance** The Order is not binding on Buyer until Seller accepts the Order by providing a written confirmation to Buyer or starting performance in accordance with the Order. Buyer may withdraw the Order at any time before it is accepted by Seller.
2. **Delivery Date:** Subject to Section 4, Seller shall deliver the Goods and/or Services in the quantities and on the date(s) specified in the Purchase Order [if no delivery date is specified in the Purchase Order, Seller shall deliver the Goods and/or Services as soon as possible, and no less than ten (10) days, after Buyer's issuance of the Purchase Order] (the "**Delivery Date**"). Timely delivery of the Goods and/or Services is of the essence. If Seller fails to deliver the Goods and/or Services in full on the Delivery Date, Buyer, in its sole option, may: (a) agree in writing to a different Delivery Date; or (b) terminate the Order immediately, without liability to Seller, by providing written notice to Seller, and Seller shall indemnify Buyer against any losses, claims, damages, and reasonable costs and expenses attributable to Seller's failure to deliver the Goods and/or Services on the Delivery Date.
3. **Quantity.** If Seller delivers more than ten percent (10%) of the quantity of Goods and/or Services ordered, Buyer may reject any or all excess Goods and/or Services. Any such rejected Goods and/or Services shall be returned to Seller at Seller's risk and expense. The total Price (as hereinafter defined) for the Goods and/or Services shall be adjusted on a pro rata basis to include any excess Goods and/or Services not rejected by Buyer. Seller shall in no event deliver to Buyer less than the quantity of Goods and/or Services ordered except with Buyer's express prior written consent, which may be withheld in Buyer's discretion.
4. **Delivery Point.** Seller shall deliver the Goods and/or Services to the address specified in the Purchase Order (the "Delivery Point") during Buyer's normal business hours or as otherwise instructed by Buyer.
5. **Shipping Terms.** Delivery shall be made at the Delivery Point as specified and in accordance with the terms in the Purchase Order. Title passes to Buyer upon delivery and acceptance of the Goods and/or Services to the Delivery Point. Seller bears all risk of loss or damage to the Goods and/or Services until delivery of the Goods and/or Services to the Delivery Point. Seller shall be responsible for arranging the shipping of the Goods and/or Services to Buyer according to Buyer's instructions or, if there are no instructions, in a manner sufficient to ensure that the Goods and/or Services are timely delivered in undamaged condition and in compliance with the terms and conditions of the Order, industry standard, and applicable law. Seller shall pay all costs of carriage and insuring the Goods and/or Services in transit to the Delivery Point. Unless otherwise specified in the Purchase Order, the Price (defined below) includes all insurance, customs duties, packaging, freight and transportation costs to the Delivery Point. Seller shall give written notice of shipment to Buyer when the Goods and/or Services are delivered to a carrier for transportation. Seller shall provide Buyer all shipping documents, including, but not limited to, the commercial invoice, packing list, air waybill/bill of lading, and any other documents necessary to release the Goods and/or Services to Buyer as soon as possible, and no less than two (2) business days, after Seller delivers the Goods and/or Services to the transportation carrier. The Purchase Order number must appear on all shipping documents, shipping labels, bills of lading, air waybills, invoices, correspondence, and any other documents pertaining to the Order. Unless otherwise specified in the Purchase Order, Seller may not make partial shipments of Goods and/or Services to Buyer. 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.
6. **Amendment and Modification.** No change to the Order is binding upon Buyer unless it is in writing, specifically states that it amends the Order, and is signed by an authorized representative of Buyer.
7. **Inspection and Rejection of Nonconforming Goods and/or Services.** Buyer has the right to inspect the Goods and/or Services on or after the Delivery Date. Buyer, at its sole option, may inspect all or a sample of the Goods and/or Services, and may reject all or any portion of the Goods and/or Services if it determines the Goods and/or Services are damaged, defective, or otherwise nonconforming. If Buyer rejects any portion of the Goods and/or Services, Buyer has the right, at its sole option to demand a full credit or refund of the purchase price of the rejected Goods and/or Services or, at Seller's expense, Goods and/or Services require repair or replacement of the rejected Goods and/or Services. If Seller fails to timely repaired or replacement Goods and/or Services, Buyer may replace them with Goods and/or Services from a third party and charge Seller the cost thereof and terminate the Order for cause pursuant to **Error! Bookmark not defined**. 16. Any exercise by Buyer of its rights and remedies under this Section 7 shall not reduce Seller's obligations or Buyer's rights and remedies under the Order or applicable law, and Buyer shall have the right to conduct further inspections after Seller has carried out any remedial actions.
8. **Price.** The price of the Goods and/or Services is the price stated in the Purchase Order (the "Price"). If no price is included in the Purchase Order, the Price shall be the lower of the price quoted to Buyer by Seller for the Order in Seller's quotation, proposal or other documentation, or the price set out in Seller's published price list in force as of the date of the Order. Unless otherwise specified in the Order, the Price includes all fees and applicable taxes, including, but not limited to, all sales, use or excise taxes. No increase in the Price is effective, whether due to increased material, labor, tariffs, or transportation costs or otherwise, without the prior written consent of Buyer.
9. **Payment Terms.** 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 and undisputed amounts due to Seller within ninety (90) days after Buyer's receipt of such invoice. All payments hereunder must be in US dollars. In the event of a payment dispute, the parties shall seek to resolve all such disputes expeditiously and in good faith. Seller shall continue performing its obligations under the Order notwithstanding any such dispute.
10. **Setoff.** Without prejudice to any other right or remedy it may have, Buyer reserves the right to set off at any time any amount owing to it by Seller against any amount payable by Buyer to Seller.
11. **Warranties.** Seller represents, warrants, and covenants to Buyer that: (a) all Goods and/or Services will: (i) be free from any defects in workmanship, material, and design and from spoilage in the case of perishable Goods and/or Services including without limitation such defects that could create a hazard to life, health, safety or property; (ii) new and contain no used or reconditioned parts (iii) strictly conform to applicable specifications, drawings, designs, samples, and other requirements specified by Buyer; (iv) be fit and safe for their intended purpose and operate as intended; and (v) be merchantable; (b) no claim, lien, or action exists or is threatened against Seller that would interfere with Buyer's use or sale of the Goods and/or Services; (c) the Goods and/or Services do not and will not infringe or misappropriate any third party's patent or other intellectual property rights; (d) Buyer will receive good and valid title to the Goods and/or Services, free and clear of all encumbrances and liens of any kind; and (e) with respect to Services Seller shall perform all Services in a competent, safe and professional manner, in accordance with the best practices of Seller's industry. These warranties survive any delivery, inspection, acceptance, or payment of or for the Goods and/or Services by Buyer. These warranties are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of Buyer's discovery of the noncompliance of the Goods and/or Services with the foregoing warranties.
12. **General Indemnification.** Seller shall defend, indemnify, and hold harmless Buyer and their respective directors, officers, shareholders, managers, members, advisors, employees (collectively, "Indemnitees") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost, or expense, including, but not limited to, reasonable attorney and professional fees and costs and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "Losses"), arising out of or occurring in connection with the Goods and/or Services or Seller's negligence, willful misconduct, breach of this Order or any applicable laws or regulations. Seller shall not enter into any settlement without Buyer's or, as applicable, another Indemnitee's prior written consent.
13. **Intellectual Property Indemnification.** Seller shall, at its expense, defend, indemnify, and hold harmless Buyer and any other Indemnitee against any and all Losses arising out of or in connection with any claim that Buyer's or such Indemnitee's use or possession of the Goods and/or Services infringes or misappropriates the patent, copyright, trade secret, or other intellectual property

right of any third party. In no event shall Seller enter into any settlement without Buyer's or, as applicable, another Indemnitee's prior written consent.

14. **Insurance.** During the term of the Order and for a period of three (3) years, Seller shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including but not limited to product liability) workers compensation, and if the Goods and/or Services relate to technologies that transmit, receive, transfer, store, or use electronic data or networks, cybersecurity coverage in amounts customary and reasonable in the industry. Upon Buyer's request, Seller shall provide Buyer with a certificate of insurance from Seller's insurer evidencing the insurance coverage. The certificate of insurance shall name Buyer as an additional insured. Seller shall provide Buyer with thirty (30) days' advance written notice in the event of a cancellation or material change in Seller's insurance policy. Except where prohibited by law, Seller shall require its insurer to waive all rights of subrogation against Buyer's insurers, Buyer, and any other Indemnitees.
15. **Compliance with Law/No Debarment.** Seller is in compliance with and shall comply with all applicable laws, regulations, and ordinances including export and import 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 Order. Seller represents and warrants that neither it nor any of its affiliates providing Goods or Services herein, are presently debarred, suspended, declared ineligible, or voluntarily excluded from participation in any state or federal program or are listed on any restricted party lists maintained by the United States Government or any other governmental or non-governmental entity.
16. **Termination.** Buyer may terminate the Order, in whole or in part, at any time with or without cause for undelivered Goods and/or Services upon written notice to Seller. In addition to any other remedies that may be provided under these Terms or otherwise, Buyer may terminate the Order with immediate effect upon written notice to the Seller if Seller has not performed or complied with the Order, in whole or in part. If the Seller becomes insolvent, is generally unable to pay, or fails to pay, its debts as they become due, files a petition for bankruptcy, or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors, then the Buyer may terminate the Order immediately upon written notice to Seller. If Buyer terminates the Order for any reason, Seller's sole and exclusive remedy is payment for the Goods and/or Services received and accepted by Buyer prior to the termination.
17. **Limitation of Liability. EXCEPT AS PROHIBITED BY LAW, AND EXCLUDING SECTION 12 AND 13 (INDEMNIFICATION) AND BREACH OF SECTION 18 (CONFIDENTIALITY), BUYER'S MAXIMUM LIABILITY TO SELLER SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID UNDER THE ORDER.**
18. **Confidentiality; Confidential Information.** All non-public, confidential, or proprietary information of Buyer, including, but not limited to, trade secrets, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Buyer to Seller, whether disclosed orally or disclosed or accessed in written, electronic, or other form or medium, and whether or not marked, designated, or otherwise identified as "confidential," in connection with the Order is confidential, may only be used for the purpose of performing the Order and may not be disclosed unless authorized by Buyer in writing. Upon Buyer's request, Seller shall promptly return all documents and other materials received from Buyer. Buyer 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; (b) known to Seller at the time of disclosure; or (c) rightfully obtained by Seller on a non-confidential basis from a third party.
19. **Force Majeure.** Neither party shall be liable or responsible to the other party, nor be deemed to have defaulted under 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 beyond the impacted party's reasonable control ("force majeure") events.
20. **Miscellaneous.** Any failure by Buyer to insist upon or enforce performance by Seller of any of the provisions of this Agreement or to exercise any right or remedy under this Agreement or applicable law will not be construed as a waiver or relinquishment to any extent of Buyer's right to assert or rely upon any such provision, right or remedy in that or any other instance. This Agreement will inure to the benefit of and be binding upon the parties and their respective successors, assigns and legal representatives. If any provision of this Agreement is found to be invalid or unenforceable, then the remainder shall have full force and effect, and the invalid provision shall be partially enforced to the maximum extent permitted by law to effectuate the purpose of the Agreement. This

Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought in the courts of record of the State of Florida in Hillsborough County, or the United States District Court for the Middle District of Florida. The provisions of the U.N. Convention on Contracts for the International Sale of Products will not apply to this Agreement. Should a dispute arise between the parties, the parties agree to participate mandatory mediation for at least four hours, and the parties agree to share equally in the costs of the mediation. Survival. Provisions of this Agreement which by their nature should apply beyond their terms will remain in full force and effect following any termination or expiration of this Agreement.