1.1. These General Terms and Conditions of Purchase ("General T&Cs") shall apply to all purchases and procurements of applicable goods ("Goods") and services ("Services") between the CARsgen entity placing the purchase order ("Order") and its supplier, seller, service provider or vendor as applicable ("Supplier").

1.2. These General T&Cs shall be fully applicable as soon as the Order is accepted in accordance with the terms defined in Article 2 hereinafter, and supersede any and all the Supplier's terms and conditions however imposed, whether in the quotation, purchase order, invoices or any other document or publication of the Supplier.

1.3. Any conflicting, amending or deviating terms and conditions of the Supplier shall not apply, and notwithstanding CARsgen's acceptance or payment for any shipment or any similar act by CARsgen, unless added to, amended, superseded or otherwise modified by CARsgen in writing.

1.4. These General T&Cs and the respective Orders (collectively, this "Agreement") of CARsgen constitute the entire agreement between CARsgen and the Supplier and supersede all other prior documents, whether express or implied, written or oral. Notwithstanding the foregoing, in the event of any inconsistency between a separately executed Quality Agreement and this Agreement, this Agreement shall control, except that the terms of the Quality Agreement shall control with respect to those terms that relate solely to quality assurance or quality control.

2.1. Any ack4or(t)d51 n07 Tc -0.007 Tw -12.773 -1.48 [l.3 (eem r)-4.2i.493 0 Td[A)9 oe)11 (ve-12.77493 0 TdO5 (t)5 (Tc

Services, without this constituting a delay in

remedies available at law, in contract or in equity and shall survive termination of the Order.

7.2. The Supplier

the Treasury's Office of Foreign Assets Control's list of Specially Designated Nationals, Specially Designated Global Terrorists, Specially Designated Narcotics Traffickers, Specially Designated Narcotics Traffickers-Kingpin, or Specially Designated Terrorists List; or the United States Department of State's list of Designated Foreign Terrorist Organizations, Embargoed Countries list, or Debarred Persons List.

12.4. The Supplier shall comply with all relevant laws and regulations of any governmental authority or agency, including but not limited to all applicable export control laws of the United States or any other governmental authority and its successors. The Supplier agrees to indemnify and hold CARsgen harmless from and against any and all costs, liabilities, penalties, sanctions and fines related to failure to comply with applicable export laws and regulations.

13.1. This Agreement shall be governed by the laws of the State of North Carolina, excluding its conflict of law provisions. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply. The Supplier and CARsgen hereby unconditionally and irrevocably submit (and waive any objection on the grounds of inconvenient forum or otherwise) to the jurisdiction of the District Court of North Carolina, which shall have exclusive jurisdiction to adjudicate and determine any suit, action or proceeding concerning or relating to this Agreement.

13.2. The parties hereto agree that they hereby irrevocably waive the right to trial by jury in any action to enforce or interpret the provisions of this Agreement and any related agreements entered into by the parties.

The invalidity of any provisions hereof shall not affect the validity of any other provisions. CARsgen.ns

Last Update: November 2023