



Nutcracker Therapeutics, Inc.
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NUTCRACKER® PURCHASE ORDER TERMS AND CONDITIONS (US)

I. CONTRACT

- a. This agreement between Nutcracker Therapeutics, Inc. (“NUTCRACKER”) and the company identified in the relevant purchase order (“SUPPLIER”) consists of these General Terms and Conditions of Purchase (“PO Terms”), the authorization of Services or purchase of Goods described in the purchase order (“PO”) to which these PO Terms are attached, and any attachments referenced in the PO or PO Terms (collectively, the “Agreement”).
- b. If there is a conflict between these PO Terms and any other part of the Agreement, these PO Terms shall control unless the other part of the Agreement specifically provides that a term or condition supersedes these PO Terms. NUTCRACKER and SUPPLIER are referred to individually as a “Party” or collectively as the “Parties.” In addition, to the extent these PO Terms conflict with any other written agreement between the Parties that expressly supersedes other agreements or understandings (e.g., a Supply Agreement, Collaboration Agreement, Evaluation Agreement, etc.), then such other agreement shall control with respect hereto.
- c. SUPPLIER’s acceptance of this Agreement shall be unqualified, unconditional, and subject to and expressly limited by the terms and conditions set forth herein. SUPPLIER accepts this Agreement by receiving it, starting performance of the Services or shipping the Goods, or accepting payment from NUTCRACKER for such Goods or Services. For purposes of this Agreement, “Goods” shall mean goods purchased by NUTCRACKER from SUPPLIER, including equipment and raw materials, and “Services” shall mean services authorized and purchased by NUTCRACKER.

II. SCOPE OF WORK

- a. SUPPLIER shall provide to NUTCRACKER the Goods and Services described in this Agreement or otherwise provided in connection with the provision of Goods or performance of Services. SUPPLIER shall provide the Goods and/or perform the Services in a manner that strictly conforms to the specifications set forth in the PO or a document signed by NUTCRACKER on which the PO is based (i.e., quotation or statement of work).
- b. NUTCRACKER may at any time prior to the delivery of Goods or Services, make changes to a PO including, without limitation, changes in the specification of the Goods or the method of performance of the Services, quantities, packing or time or place of delivery of the Goods, or performance of the Services. If such changes result in an increased cost of, or time required for, the delivery of the Goods and/or the performance of the Services, an equitable adjustment shall be made to the price and/or the schedule for the delivery of the Goods or the performance of the Services. Changes are not binding on NUTCRACKER unless approved by NUTCRACKER in writing.

III. PAYMENT

- a. Unless otherwise stated in this Agreement, the price for the Goods and/or Services shall be denominated in US Dollars and shall be exclusive of duties, fees, sales or use taxes, or cost of delivery, carriage, or packing. Such charges shall be billed as separate items on SUPPLIER’s invoices. Any additional charges for the Goods and/or Services must be approved by NUTCRACKER in advance and in writing.
- b. SUPPLIER shall submit invoices to NUTCRACKER in accordance with the schedule in the PO or, if no schedule is stated in the PO, following SUPPLIER’s delivery of the Goods or completion of the Services. Invoices shall be sent to: Nutcracker Therapeutics, Inc., 5858 Horton Street, Suite 540, Emeryville, CA 94608, Email: nutcrackerx@bill.com. Payments for Goods or Services shall not be processed until NUTCRACKER has received a signed IRS form W9, and a valid Certificate of Insurance (if applicable).
- c. NUTCRACKER shall pay SUPPLIER all undisputed payments within 30 days of receipt of an invoice from SUPPLIER. If any portion of an invoice is disputed, the Parties shall use good faith efforts to resolve the disputed amount as soon as practicable.
- d. NUTCRACKER may, by notice in writing to SUPPLIER, set off any or all of the monies owing by NUTCRACKER to SUPPLIER for the Goods or the Services against any amount owing by SUPPLIER to NUTCRACKER (without prejudice to any other remedies available to NUTCRACKER with respect to any default by SUPPLIER).
- e. Any payment made by NUTCRACKER shall in no way imply a waiver of any right of NUTCRACKER and shall not constitute acceptance (as addressed in [Section IV.e](#))

IV. DELIVERY OF GOODS; PROVISION OF SERVICES; ACCEPTANCE

- a. SUPPLIER shall deliver the Goods or complete the Services by a mutually agreed upon date. If no dates are specified in the PO, delivery of the Goods and/or completion of the Services shall be within 30 days of the PO date or by such later date as may be agreed to by the Parties in writing.
- b. Unless otherwise set forth in the PO, SUPPLIER shall be liable for any loss or damage to the Goods, however caused, until the Goods are delivered and, if applicable, loaded onto a common carrier, at which time the risk and title pass to NUTCRACKER.
- c. Time for delivery of the Goods or completion of the Services under this Agreement shall be of the essence. SUPPLIER shall notify NUTCRACKER immediately of any expected delay in the delivery of the Goods or completion of the Services. SUPPLIER shall bear the cost of any expedited delivery or service costs required to meet the schedule. NUTCRACKER may terminate all or part of this Agreement if delivery of Goods is not made and Services are not performed strictly in compliance with the schedule set forth in this Agreement. NUTCRACKER is under no obligation to accept or pay for any Goods delivered or Services performed after the due date. NUTCRACKER’s acceptance of delivery after the scheduled

due date is not a waiver of the right to insist on strict compliance with this Section. SUPPLIER agrees to continue to provide Goods and perform Services during any disputes with NUTCRACKER.

- d. SUPPLIER shall at its own expense perform, or cause to be performed by its subcontractors, all Services that are required or appropriate in accordance with the PO or a document signed by NUTCRACKER on which the PO is based (i.e., quotation or statement of work), and procure all materials and equipment, machinery, tools, labor, transportation, administration, and anything else that may be required for SUPPLIER to meet its obligations under this Agreement.
- e. All Goods and Services purchased hereunder are subject to inspection at NUTCRACKER'S destination, either before or after payment or before or after acceptance, at NUTCRACKER's option. NUTCRACKER reserves the right to reject and refuse acceptance of Goods or Services which are not in accordance with the instructions, specifications, drawings, or data as furnished to SUPPLIER under this Agreement; provided that NUTCRACKER shall not unreasonably withhold such acceptance. NUTCRACKER shall promptly notify SUPPLIER of such rejection of Goods or Services.
 - i. Rejected Goods shall be returned to SUPPLIER, at SUPPLIER's sole risk and expense, including transportation charges both ways; provided, however, that such Goods may be held at NUTCRACKER's discretion for SUPPLIER's instructions and stored at SUPPLIER's risk. SUPPLIER shall provide NUTCRACKER with either a full refund of the amounts paid for the rejected Goods or a replacement for the rejected Goods, at NUTCRACKER'S option.
 - ii. If NUTCRACKER rejects any Services, SUPPLIER shall promptly correct any defective or non-conforming Services at no additional cost to NUTCRACKER. If SUPPLIER does not correct such defective or non-conforming Services within 30 days of receiving a rejection notice, NUTCRACKER may immediately terminate this Agreement and SUPPLIER shall immediately refund to NUTCRACKER all amounts paid for such defective or non-conforming Services.
 - iii. NUTCRACKER'S acceptance of any Goods or Services shall not relieve SUPPLIER of any obligation or liability with respect to defects or errors not readily observable by NUTCRACKER at the time of acceptance, and upon discovery of such defect or error and rejection of the applicable Good or Service, the terms and conditions of clauses (i) and (ii) shall apply, without limitation of any other rights and remedies that may be available to NUTCRACKER with respect to such defect or error.

V. SUPPLIER'S OBLIGATIONS

- a. The Goods shall be properly packed and stored during transit at SUPPLIER's expense, so as to reach their destination in an undamaged condition. All containers and other packaging shall be included in the price and non-returnable unless otherwise stated in this Agreement.
- b. SUPPLIER shall, at its own cost and expense, obtain, maintain and comply with any necessary export/import licenses, permits or consents (including work permits or authorizations) for the supply and delivery of the Goods or provision of the Services.

VI. REPRESENTATIONS AND WARRANTIES

- a. SUPPLIER represents and warrants that the Goods shall:
 - i. Comply with requirements, specifications, and/or drawings supplied by NUTCRACKER to SUPPLIER or, if none, with SUPPLIER's standard specifications and the description of the Goods in this Agreement;
 - ii. Comply with all applicable federal, state, and local laws, rules and regulations (and with any collection, quantity, or other requirements stated in this Agreement) concerning the manufacture, packaging, labeling, and delivery of the Goods, as well as all applicable federal, state, and local health, safety, and environmental laws, rules, and regulations, and best accepted industry standards;
 - iii. Be new (unless otherwise agreed to by NUTCRACKER in advance and in writing), first class and free of defects in design, material, workmanship, and functionality; and
 - iv. Not and do not infringe any patent, copyright, service mark, or trademark, misappropriate any trade secret, or violate the publicity, privacy or other rights of any third-party. If the Goods do not conform to these warranties, then without limiting any other rights and remedies that may be available to NUTCRACKER, SUPPLIER shall, at no cost or expense to NUTCRACKER, correct any non-conformity in a manner and at a time acceptable to NUTCRACKER.

If NUTCRACKER does not require SUPPLIER, or SUPPLIER is unable in the manner and time set forth by NUTCRACKER, to correct any non-conformity in the Goods, SUPPLIER shall not invoice NUTCRACKER for such Goods and shall reimburse NUTCRACKER within 30 days of NUTCRACKER'S request if an invoice has been previously paid.

- b. SUPPLIER represents and warrants that the Services shall:
 - i. Be performed by technically competent and qualified personnel;
 - ii. On completion of their provision to NUTCRACKER, comply with the agreed specifications or, if none, with the description of the Services in this Agreement;
 - iii. Be provided in accordance with all applicable federal, state, and local laws, rules, and regulations;
 - iv. In the case of the Services provided on or at NUTCRACKER's premises, SUPPLIER shall comply with all of NUTCRACKER's site regulations in force at the time, and with other reasonable requests of NUTCRACKER;
 - v. Conform to the requirements and specifications described in this Agreement; and
 - vi. Be performed in accordance with generally accepted best professional standards associated with the particular industry, trade, or discipline involved.

If the Services do not conform to these warranties, SUPPLIER shall, at no cost or expense to NUTCRACKER, reperform the non-conforming Services in a manner and at a time acceptable to NUTCRACKER. If NUTCRACKER does not require SUPPLIER, or SUPPLIER is unable in the manner and time set forth by NUTCRACKER, to reperform the non-conforming Service, SUPPLIER shall not invoice NUTCRACKER for such Services and shall reimburse NUTCRACKER within 30 days of NUTCRACKER'S request if an invoice has been previously paid.

- c. SUPPLIER warrants that title to the Goods and Services shall pass to NUTCRACKER free and clear of liens, claims, security interests and other encumbrances on payment by NUTCRACKER.

VII. TERMINATION AND CANCELLATION

- a. NUTCRACKER shall be entitled, without being liable to pay to SUPPLIER any cancellation or other charges, to cancel an order of Goods or Services in whole or in part by giving notice to SUPPLIER at any time prior to delivery of the Goods or performance of the Services.
- b. NUTCRACKER may terminate this Agreement, including any portion of the Goods or Services purchased, in the event of SUPPLIER's breach of this Agreement by giving termination notice to SUPPLIER specifying termination for cause. SUPPLIER shall have 10 days from receipt of such notice to cure the breach or else the Agreement shall automatically terminate on the 11th day from receipt of such notice.
- c. In the event of termination or cancellation, NUTCRACKER's sole liability shall be to pay to SUPPLIER the undisputed amounts due for work completed through the date of cancellation in addition to any documented non-cancelable obligations or expenditures incurred by SUPPLIER in accordance with the Agreement. For the avoidance of doubt, such compensation shall not include loss of anticipated profits or any consequential loss and shall not exceed the price to be paid for the Goods to be delivered and/or Services to be performed under the cancelled order.
- d. Upon receipt of cancellation or termination notice, if applicable, SUPPLIER shall assemble and deliver to NUTCRACKER any tangible work-in-progress deliverables. SUPPLIER shall follow NUTCRACKER's directions on the return or disposal of any raw materials owned by NUTCRACKER as well as any work-in progress deliverables that are not in a deliverable state.
- e. SUPPLIER's obligations under Sections VI.a.iv, VIII, IX, X, XI, XII, and XIII shall survive termination or expiration of this Agreement.

VIII. CONFIDENTIALITY

- a. As used in this Section, "Confidential Information" means all non-public proprietary or confidential information that is disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") hereunder and relating to this Agreement, whether or not in writing or verbally, including, without limitation, all technical and non-technical information conveyed from Disclosing Party to the Receiving Party in any form.
- b. In order for information to be considered Confidential Information and therefore be subject to the terms and conditions of this Agreement, Confidential Information which is disclosed in writing or other tangible form shall be marked by the Disclosing Party as "Confidential" or with a similar legend, and Confidential Information that is disclosed orally or visually shall be identified as confidential by the Disclosing Party at the time of disclosure and then reduced to writing, marked as "Confidential," and provided to the Receiving Party within 30 days of such disclosure.
- c. Confidential Information does not include any information that (i) is disclosed to the Receiving Party by a third person who is under no obligation of confidentiality to the Disclosing Party with respect to such information and who otherwise has a right to make such disclosure, (ii) at the time of its disclosure is publicly known, (iii) after its disclosure hereunder, becomes publicly known by publication or otherwise, except in breach

of this Agreement, or (iv) the Receiving Party can conclusively establish with contemporaneous records was in its or its affiliates' possession at the time of disclosure hereunder or was subsequently and independently developed by its or its affiliates' employees who had no knowledge of Confidential Information disclosed hereunder.

- d. If Receiving Party or any of its Representatives is required by applicable law or a valid legal order to disclose any Confidential Information, Receiving Party, if permitted, shall promptly notify Disclosing Party so that Disclosing Party may seek a protective order or otherwise prevent such disclosure. Receiving Party shall provide reasonable requests for support in seeking a protective order. If a protective order is not obtained, Receiving Party agrees to disclose only what is deemed to be legally required by Receiving Party's legal counsel, and it shall use reasonable efforts to ensure its confidential treatment.
- e. Receiving Party shall keep all Confidential Information strictly confidential, and not use Confidential Information for any purpose other than to exercise its rights and responsibilities under this Agreement. Receiving Party shall not resell, transfer, or otherwise disclose such information to any third-party without the Disclosing Party's specific, prior written consent. Receiving Party may disclose Confidential Information to employees, contractors and affiliates of Receiving Party that have a need to know, solely for the purpose of and to the extent reasonably necessary in assisting Receiving Party to facilitate the transactions contemplated hereunder, and only subsequent to such persons having executed nondisclosure agreements with confidentiality obligations at least as restrictive as those contained herein.
- f. Receiving Party shall safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its own Confidential Information. Disclosing Party shall only disclose Confidential Information to Receiving Party that it has the right to disclose.
- g. Upon the termination or expiration of this Agreement, or at the Disclosing Party's request, Receiving Party shall promptly return or destroy all Confidential Information of the Disclosing party in its possession; provided that the Receiving Party (a) may retain 1 complete set for its legal archives, and (b) shall not be required to destroy back-up computer files created in the ordinary course of business.

IX. INTELLECTUAL PROPERTY

- a. NUTCRACKER is and shall remain at all times the sole owner of all materials, data, processes, protocols, formulae, other information, and writings (including active ingredients, components, drug product, tools, molds, hardware, software, instruments, protocols, project documents and plans, manufacturing specifications, or batch records) provided to SUPPLIER by and/or on behalf of NUTCRACKER in connection with this Agreement (and any statement of work), irrespective of whether provided in physical, paper, oral, electronic or any other form ("NUTCRACKER Materials"). SUPPLIER shall not sell, transfer, disclose or otherwise provide access to the NUTCRACKER Materials to any person or entity without the prior written consent of NUTCRACKER. SUPPLIER is entitled to use NUTCRACKER Materials solely for the provision of Goods and Services under this Agreement and shall not use any NUTCRACKER Materials for the benefit of any persons or entities other than NUTCRACKER without the prior written consent of NUTCRACKER, which may be withheld at NUTCRACKER's sole discretion. SUPPLIER

shall not analyze or modify NUTCRACKER Materials except as necessary to provide the Goods or perform the Services. The transfer of the NUTCRACKER Materials by NUTCRACKER to SUPPLIER shall not constitute a sale or offer for sale of the NUTCRACKER Materials, in whole or in part, or an option or license in or to any such NUTCRACKER Materials or any information or intellectual property relating thereto. For the avoidance of doubt, SUPPLIER shall not reverse engineer or otherwise attempt to determine the structure, composition or individual components of NUTCRACKER Materials. If the applicable statement of work or applicable law requires any NUTCRACKER Materials to be stored by SUPPLIER, SUPPLIER shall store such NUTCRACKER Materials in a secure and appropriate manner at NUTCRACKER'S cost. SUPPLIER shall store NUTCRACKER Materials separately from items which belong to SUPPLIER or third-parties and shall maintain markings thereon as the "Property of NUTCRACKER". NUTCRACKER shall provide information necessary to apprise SUPPLIER of stability, proper storage, safe handling, and other applicable requirements for such NUTCRACKER Materials. Upon provision of the applicable Goods or completion of the applicable Services, termination or expiration of this Agreement, or earlier upon NUTCRACKER'S request, SUPPLIER shall, according to NUTCRACKER'S instructions, return the NUTCRACKER Materials to NUTCRACKER or destroy the NUTCRACKER Materials and certify such destruction in writing.

- b. Unless otherwise provided in this Agreement, all Goods and Services, and any other deliverables or related materials and information provided by Supplier under this Agreement are hereby deemed "Work Product" and are owned by NUTCRACKER. SUPPLIER hereby assigns to NUTCRACKER all right, title and interest to the Work Product and to all the intellectual property rights embodied thereby. SUPPLIER shall execute documents as reasonably requested by NUTCRACKER in order to document, record or perfect NUTCRACKER'S ownership of all intellectual property rights in the Work Product.
- c. Notwithstanding anything to the contrary in this Section, if this Agreement specifically provides that SUPPLIER shall retain its ownership in the Work Product or a portion thereof, then the Work Product or such portion specified shall not be assigned to NUTCRACKER under these PO Terms. In addition, SUPPLIER shall retain ownership of its own pre-existing intellectual property rights incorporated into or used in the manufacture of the Work Product. If the Work Product requires SUPPLIER's intellectual property in order to use or otherwise exploit NUTCRACKER's intellectual property rights in the Work Product, SUPPLIER hereby grants to NUTCRACKER a non-exclusive, irrevocable, perpetual, transferrable, sublicensable (through multiple tiers) and royalty-free right and license to SUPPLIER's intellectual property rights to practice or otherwise exploit the Work Product.

X. INDEMNIFICATION

- a. Each Party shall defend, indemnify and hold the other Party, its officers, directors, employees, and subcontractors, harmless from any liability, loss, damage and reasonable expenses (including reasonable attorney's fees) payable to third-parties ("Losses") incurred in connection with any third-party claim, action or proceeding (each a "Claim") arising from any (a) breach by such Party of any terms of this Agreement, (b) violation by such Party of any applicable laws, or (c) such Party's negligence or willful misconduct in connection with this

Agreement. The indemnifying Party shall have no indemnification obligations with regard to any Claim or Losses to the extent it arises from: (i) the gross negligence or willful misconduct of the other Party, its officers, directors, employees, and subcontractors; (ii) the other Party's or its officers', directors' employees', and subcontractors' failure to comply with applicable laws; or (iii) the other Party's breach of this Agreement.

XI. LIMITATION OF LIABILITY

- a. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ANY OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR INDIRECT DAMAGES OF ANY KIND, NOR ANY CLAIM OF LOST PROFITS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT (OR THE TERMINATION THEREOF) OR THE STATEMENT OF WORK, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- b. Notwithstanding anything to the contrary, the liability exclusion set forth in the preceding sentence shall not apply to (a) damages resulting from the gross negligence, fraud or willful misconduct of a Party, (b) any breach of Confidentiality (Section VIII) or Intellectual Property (Section IX), or (c) the Parties' respective indemnity obligations (Section X).

XII. INSURANCE

- a. SUPPLIER shall, at its own expense, maintain all insurance appropriate to ensure proper performance of its obligations hereunder. Coverage limits may be satisfied through a combination of primary and/or excess umbrella coverage. SUPPLIER shall, upon request, provide to NUTCRACKER a certificate of insurance showing the types and amounts of insurance in force.
- b. All such insurance shall be maintained by SUPPLIER for the Term of this Agreement and for a period of 3 years following termination or completion thereof.
- c. The Parties acknowledge and agree that insurance policy limits shall not be construed to create a limit to SUPPLIER's liability with respect to its indemnification obligations in this Agreement.

XIII. MISCELLANEOUS

- a. All matters arising under or relating to this Agreement shall be governed by the laws of the State of California, notwithstanding conflicts of law rules. SUPPLIER shall bring any legal action or proceeding arising out of or relating to this Agreement in federal or state courts in Alameda County, California. SUPPLIER consents to the exclusive jurisdiction of such courts for the purpose of all legal actions and proceedings arising out of or relating to this Agreement.
- b. SUPPLIER shall not, without the prior written consent of NUTCRACKER subcontract the Agreement or any part thereof to any third-party. SUPPLIER shall remain liable for the acts and omissions of its subcontractors as if such acts and omissions have been performed by SUPPLIER.
- c. Neither Party may assign this Agreement or any part thereof without the prior written consent of the other Party, which shall not be unreasonably withheld, conditioned, or delayed; provided, however, that NUTCRACKER may assign this Agreement or any part thereof to an affiliate or to a third-party in the event of a merger, consolidation, or sale or license of substantially all its assets to which this Agreement relates to a successor-in-interest. Any assignment inconsistent with the foregoing shall be null and void *ab initio*.

- d. The obligations of either Party to perform under this Agreement shall be excused during each period of delay caused by matters (not including lack of funds or other financial causes) such as strikes, utility interruptions, shortages of raw materials, government orders, acts of God, fires, floods, natural disasters, epidemics, pandemics, quarantine restrictions, other catastrophes, wars, civil disturbances, terrorism, riots, or other circumstances that are reasonably beyond the control of the Party obligated to perform (each a “Force Majeure Event”). Each Party shall use commercially reasonable efforts to recommence performance as soon as reasonably practicable. In the event that a non-performing Party is unable to perform its obligations hereunder due to a Force Majeure Event for a period of more than 30 calendar days, the other Party may terminate this Agreement in its reasonable discretion without penalty by delivering a written notice of termination to the non-performing Party. Such termination shall be effective as of the date of the non-performing Party's receipt of such notice of termination or such later date as mutually agreed upon by the Parties.
- e. No failure by one Party to enforce any provision of this Agreement shall be construed as a release of its rights under or to enforce such provision or to sanction any further breach by such Party. No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy, and every remedy shall be cumulative and in addition to every other remedy.
- f. No provision of this Agreement may be waived by NUTCRACKER except pursuant to a writing that identifies itself as a waiver of this Agreement issued by NUTCRACKER.
- g. The Parties desire that the rights and obligations set forth herein be enforced to the maximum extent permitted by applicable law. If any provision of this Agreement or its application to any Party or circumstance is held invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application of that provision to the other parties or to other circumstances is not affected and is to be enforced to the fullest extent permitted by applicable law; provided that such enforcement does not materially change the underlying business arrangement.
- h. Any notices to be provided pursuant to this Agreement shall be made by either (a) registered mail, (b) hand delivery, or (d) e-mail transmission, as long as accompanied by regular mail. Notices to SUPPLIER shall be sent to the address listed in the PO or statement of work, if applicable. Notices to NUTCRACKER shall be sent to: Nutcracker Therapeutics, Inc., Attn: Legal Department, 5858 Horton Street, Suite 540, Emeryville, CA 94608, Email: Legal@nutcrackerx.com. The notice shall be effective five (5) days after posting in the mail, if accompanied by e-mail; or the day delivered, if by hand delivery, as the case may be.
- i. This Agreement constitutes the final and complete agreement between the Parties and supersedes all prior agreements and understandings, whether written or oral, relating to the purchase of the Goods or Services. The Parties agree that there are no promises, agreements, conditions, undertakings, warranties, or representations, oral or written, expressed or implied, between them, other than as set forth herein. The terms and conditions of this Agreement shall prevail over any variance with the terms and conditions of any document submitted by SUPPLIER for the Goods or Services, regardless of any provisions to the contrary. No claimed additions to or modifications or amendments of this Agreement, nor any claimed waiver of any of its terms or conditions, shall be effective unless in writing and signed by the Party against whom the same may be asserted.
- j. This Agreement may be executed in one or more counterparts and by electronic signature, with the same effect as if the Parties had signed the same document. Each counterpart so executed shall be deemed to be an original, and all such counterparts shall be construed together and shall constitute one Agreement.