

Terms and Conditions

These terms and conditions of sale (“Terms”) are the only terms which govern the sale of the face shields by the Fast Radius, Inc. (“Seller”) to Buyer through the Amazon marketplace.

1. No warranties. Notwithstanding any statement, representation, or promise to the contrary, Seller is providing the Products AS IS without warranty of any kind. Seller makes no warranties of any kind to Buyer or any third-party. ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT ARE HEREBY DISCLAIMED.

2. Entire Agreement. These Terms, together with the pricing, quantity, and delivery information provided through the Amazon marketplace (collectively “Agreement”) comprise the entire agreement between the parties with respect to the sale of the Products, and supersede all prior or contemporaneous understandings, promises, agreements, negotiations, representations and warranties, and communications, both written and oral and neither party is relying on any of the foregoing unless expressly set forth herein. These Terms prevail over any of Buyer's terms and conditions of purchase regardless whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms. ANY TERMS WHICH ARE DIFFERENT FROM OR IN ADDITION TO THE TERMS SET FORTH HEREIN ARE HEREBY REJECTED.

3. Independent Contractors. The relationship of the parties is that of independent contractors and nothing herein does or is intended to create any partnership, joint venture, or agency relationship of any kind. Neither party has the authority to bind the other.

4. Indemnity. Buyer shall defend, indemnify and hold Seller and its directors, officers, employees, contractors and agents, harmless from and against any and all claims, liability and losses, of any kind,

including expenses and attorneys' fees suffered, incurred or sustained by Seller or to which Seller becomes subject, resulting from, arising out of or relating to any claim: (i) that the Products infringe upon the proprietary or other rights of any third party (except as may have been caused by a modification by Seller); or (ii) of loss or damage of any kind, including bodily injury, death, property damage, or otherwise, resulting from the Products, or the use, sale or re-sale thereof.

5. Limit of Liability. In no event shall Seller be liable to Buyer or any third-party for any loss of use, revenue or profit, or for any consequential, indirect, incidental, special, exemplary, or punitive damages, whether arising out of breach of contract, tort (including negligence) or otherwise, regardless of whether such damages were foreseeable and whether or not seller has been advised of the possibility of such damages, and notwithstanding the failure of any agreed or other remedy of its essential purpose. Further, IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE PRODUCTS SOLD HEREUNDER.

6. Choice of law. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Illinois. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

7. Force Majeure. Seller 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 the reasonable control of Seller including, without limitation, acts of God, flood, fire, earthquake,

explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

In such event, Seller shall use diligent efforts to end the failure or delay and ensure the effects of such event are minimized. Seller shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.

8. No Third-Party Beneficiaries. This Agreement is 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 this Agreement.

9. WAIVER OF JURY TRIAL. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

10. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

11. By their signature below, each signatory and Party represents and warrants that each has the authority to enter into this Agreement and so bind the respective Party.

12. Buyer further represents and warrants that it has read and understands this Agreement and agrees to be bound by it.