

Standard Terms and Conditions of Purchase New England Greens, LLC d/b/a Vibrant Health

These Standard Terms and Conditions of Purchase are incorporated into and made a part of the Purchase Order (“**PO**”) or the Service Order or other order (“**Order**”) by and between the entity identified as supplier, vendor, manufacturer, distributor, seller or other similar designation on the PO or Order (“**Supplier**”) and New England Greens, LLC d/b/a Vibrant Health (or the affiliate specified on the PO or Order) (“**Vibrant Health**”). The term “**party**” herein refers to either Vibrant Health or Supplier, and the term “**parties**” herein refers to both Vibrant Health and Supplier.

Vibrant Health agrees to purchase and Supplier agrees to sell the products, goods, materials, ingredients, parts, items, or equipment (“**Products**”) and/or perform the services (“**Services**”) specified on the PO or Order. Supplier accepts the PO or Order by informing Vibrant Health of its acceptance, beginning to perform under it, or otherwise taking any action that would constitute acceptance under applicable Laws (defined below).

1. PO/Order Structure; Entire Agreement; Amendment. The PO or Order consists of: these Standard Terms and Conditions of Purchase; the provisions on the cover page of the PO or Order containing the link to these Standard Terms and Conditions of Purchase (also referred to herein as the “**face**” of the PO or Order); any exhibits or attachments to such PO or Order; and any documents incorporated by reference herein or therein. The PO or Order constitutes the entire agreement between the parties with respect to the Products and Services ordered thereunder and supersedes all prior or contemporaneous understandings, negotiations, communications, and agreements, with respect to the subject matter thereof. Vibrant Health rejects any and all additional, different, or inconsistent terms or conditions contained in or incorporated into any quotations, acknowledgements, invoices or any other business document or form (electronic or otherwise) that Supplier provides to solicit the PO or Order from Vibrant Health or sends in response to the PO or Order. No amendment, deletion, supplement or change to the PO or Order by Supplier will be binding unless in a written document signed by both Vibrant Health and Supplier. Notwithstanding the foregoing, if the PO or Order references an agreement in effect between Vibrant Health (or its affiliate) and Supplier, the terms of that agreement will apply with respect to the sale and purchase of Products and/or the performance of Services under the PO or Order, and these Standard Terms and Conditions of Purchase will not apply.

2. Prices and Payment. Supplier will sell Products and/or Services to Vibrant Health at the price stated in the PO or Order. The price includes all

costs to be charged to Vibrant Health, unless Vibrant Health otherwise agrees in advance in writing.

Supplier will invoice Vibrant Health for Products only after Supplier has shipped them, and for Services only after Supplier has completely performed them. Each invoice must include information Vibrant Health reasonably requests.

Unless otherwise specified on the face of the PO or Order, payment terms are 90 days from the end of the month in which Vibrant Health receives acceptable Products and/or Services or a correct invoice, whichever is later. Vibrant Health has no obligation to pay invoices Vibrant Health receives for Products or Services more than 6 months after they are delivered or performed. Vibrant Health may withhold disputed amounts under the PO or Order until the dispute is resolved, and Vibrant Health may offset any amounts Supplier or its affiliates owe Vibrant Health.

3. Supplier Warranties, Representations, and Covenants. Supplier represents and warrants that all Products and their packaging will: (a) be exactly as described in any accepted PO or Order; (b) strictly comply with Vibrant Health’s specifications (or Supplier specifications that Vibrant Health has approved if no Vibrant Health worksheet, checklist or specifications are to be provided) (collectively, “**Specifications**”); (c) be of new material, good quality and workmanship, and free from defects; (d) be manufactured, packed for shipment, stored and shipped in accordance with, or in a manner that shall meet or exceed, the requirements of the Food and Drug Administration’s Current Good Manufacturing Practices regulations (“**cGMPs**”) for dietary supplements (at 21 C.F.R. Part 111) unless Vibrant Health has specifically notified Supplier in writing that the ingredient will only be used in conventional foods, in which case the Product shall be manufactured, packed for shipment, stored and shipped in accordance with the Food and Drug Administration’s (“**FDA**”) cGMPs’ for food (at 21 C.F.R. Part 110) and, if applicable, in conformance with the FDA’s recommended good manufacturing practices for cosmetics, and shall be consistent with accepted industry practice; (e) not impart any unintended flavor, odor, or color to any Vibrant Health finished goods (whether from the Products delivered or their packaging); (f) be fit for the use intended by Vibrant Health (including fit for human consumption where such is intended); (g) conform to all samples approved by Vibrant Health or any certificate or analysis or conformance provided or given by either party; (h) be provided to Vibrant Health with good title, free and clear of any liens and encumbrances; (i) be produced at a facility approved in advance by Vibrant Health; (j) not infringe, nor will Vibrant Health’s use of them infringe, the intellectual property rights of any third party; (k) have been adequately inspected and tested in accordance with Sections 5 and 6 hereof; and (l) strictly comply with any other warranty, representation and/or covenant that Supplier has expressly extended to Vibrant Health regarding the Products or Services.

Supplier acknowledges receiving the Specifications, which are made a part of the PO or Order. Such Specifications may be changed by Vibrant Health upon notice to Supplier, and Supplier must comply with any changed manuals and Specifications within 30 days of receiving notice. Supplier will inform Vibrant Health immediately (and provide any relevant

information and documentation) if Supplier learns of any potential quality, safety or labeling problem with Products or any potential violation of Supplier's obligations in the PO or Order.

Supplier represents and warrants Services provided under the PO or Order (a) will be performed diligently and in a professional and workmanlike manner in accordance with the provisions of the PO or Order, industry standards, and applicable Specifications and (b) will not infringe, nor will Vibrant Health's use of them infringe, the intellectual property rights of any third party. Supplier will not create or permit any liens or third-party security interests affecting the Services or Products, Vibrant Health, or any materials or equipment Vibrant Health provides for the Services.

Supplier hereby assigns to Vibrant Health any warranties related to Products and/or Services, or if Supplier cannot assign them, Supplier agrees to make claims under them on Vibrant Health's behalf at the request of Vibrant Health. Supplier will ensure that its employees, contractors, subcontractors, and agents comply with the PO or Order and, when at a Vibrant Health premises, the safety and security requirements of Vibrant Health.

4. Compliance with Law. Supplier will comply with all laws, statutes, ordinances, orders, codes, regulations, rules, regulations, directives, and orders of any federal, state, local, municipal or foreign governmental entity or agency ("**Laws**") applicable to Supplier's performance of its obligations under the PO or Order, including, without limitation, the production, manufacturing, packaging, storage, shipment, and sale of the Products or the provision of Services.

Supplier represents and warrants that all Products will not, as of the date of such shipment and delivery: (i) be adulterated or misbranded within the meaning of U.S. Federal Food, Drug and Cosmetic Act of 1938, as amended (the "**FFDCA**") and the U.S. Federal Fair Packaging and Labeling Act of 1966, as amended (together with the FFDCA, the "**Federal Acts**"), or any other food or drug Laws under which the adulteration and misbranding provisions are substantially the same as those found in the Federal Acts; or (ii) be or contain an article that may not be introduced into interstate commerce under the FFDCA.

Supplier further represents and warrants that Supplier and its employees, officers, directors, contractors, subcontractors, agents, and other representatives will comply with all applicable anti-corruption Laws (including the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act of 2010 and the Canada Corruption of Foreign Public Officials Act) and Supplier further represents and warrants that neither Supplier, nor any of its employees, officers, directors, contractors, subcontractors, agents, or other representatives, have made any payments in connection with the PO or Order which could violate any applicable anti-corruption Laws.

Supplier expressly warrants that it is selling or furnishing the Products and/or Services in full compliance with the Occupational Safety and Health Act of 1970, as amended, and all standards, rules, regulations, and orders issued pursuant thereto, and all other federal and state occupational safety and health Laws, the provisions of which are substantially the same as those found in such Act or administered by any state pursuant to that Act.

If standard practice of Supplier or requested by Vibrant Health, Supplier will certify, at the time of delivery or invoicing, that

Products sold hereunder were manufactured or produced in full compliance with the Fair Labor Standards Act of 1938, as amended to the date of certification, and all applicable United States Department of Labor rules, regulations or guidelines thereunder.

5. Certificate of Analysis and Batch Record. Each Supplier of Product raw materials, components or ingredients ("**Raw Materials**") shall supply Vibrant Health with a complete and accurate certificate of analysis ("**COA**") for each batch sent to Vibrant Health or its manufacturer(s) (each, a "**Manufacturer Supplier**"). Each Manufacturer Supplier who procures Raw Materials on Vibrant Health's behalf shall ensure that its own Raw Materials suppliers provide it with COAs in accordance with this PO or Order. The COA must specify the name and grade of the Raw Material, the lot or batch number, the date of manufacture, the date of testing, the expiration date or other relevant statement regarding the stability of the Raw Material, the test name, method, result and Specifications and any other information required by Vibrant Health. Upon receipt of a Raw Material and subject to any terms or conditions on the face of the PO or Order, Manufacturer Supplier shall confirm the identification of each Raw Material, and will test for microbiomics and any other quality against the COA, in each case as the parties may agree in writing or as consistent with Manufacturer Supplier's standard practice (the "**Raw Materials Validation Tests**"), and shall send such Raw Materials Validation Test results to Vibrant Health.

6. Product Testing. Unless otherwise expressly agreed by the parties and subject to the terms or conditions on the face of the PO or Order, in addition to the Raw Materials Validation Tests, Supplier, at its expense, shall perform all stability, validation and other finished Product tests, as applicable, or checks required by the Specifications and applicable Laws to assure the conformity of the Products to the Specifications. Products that do not strictly comply with the Specifications, Laws, or the PO or Order shall not be shipped by Supplier. Supplier must supply test results to Vibrant Health together with the Product delivery and otherwise upon reasonable request.

7. Materials and Other Resources. Unless Vibrant Health provides Supplier with materials (including Raw Materials), equipment or tooling in connection with the PO or Order, Supplier, at its sole cost and expense, will obtain all necessary materials, equipment, tooling, ingredients, personnel, and supplies to perform its obligations under the PO or Order. Vibrant Health may direct Supplier to purchase materials from certain suppliers and Supplier will do so unless it would cause Supplier to breach its existing contracts. Supplier will only use such materials to perform under the PO or Order and will pass through to Vibrant Health any rebates or other savings Supplier receives as a result. If Vibrant Health provides Supplier with any materials, equipment or tooling in connection with the PO or Order: (i) except as expressly provided herein, they are provided "**AS IS**", (ii) they will remain Vibrant Health property, (iii) Supplier will maintain them in good condition (normal wear and tear excepted), (iv) Supplier will ensure they remain free of any liens or security interests, (v) Supplier will only use them in connection with the PO or Order, and (vi) Supplier will return them to Vibrant Health in good condition (normal wear and tear excepted) or otherwise dispose of them as Vibrant Health directs. Using materials, equipment, or tooling provided by Vibrant Health or using a supplier directed by Vibrant Health will not relieve Supplier of any of its obligations under the PO or Order or shift any liability from Supplier to Vibrant Health, except as specifically provided herein.

8. Changes and Cancellations; Suspension. Before Supplier delivers Products or performs Services, Vibrant Health may request changes. If Vibrant Health or Supplier can demonstrate that such change will impact Supplier's ability to timely deliver Products or perform Services, Vibrant Health and Supplier will negotiate an equitable adjustment to the delivery schedule for such Products or the performance schedule for such Services, as applicable. Vibrant Health may cancel the PO or Order with respect to any Products not yet delivered or Services not yet performed by notifying Supplier (unless otherwise specified on the face of the PO or Order). After Vibrant Health notifies Supplier, Supplier will take all reasonable steps to minimize costs due to Vibrant Health's cancellation. As Supplier's exclusive remedy for cancellation, Vibrant Health will pay Supplier for Supplier's unavoidable costs incurred before receiving notice of cancellation (less any savings realized from Vibrant Health's cancellation or related mitigation efforts) that Supplier can document to Vibrant Health's reasonable satisfaction.

Vibrant Health may suspend the PO or Order immediately on notice to Supplier if Vibrant Health reasonably believes that Supplier's action or omission causes a health, security, or safety concern, or results (or will likely result) in a recall or market withdrawal of Vibrant Health finished goods. Vibrant Health may suspend such PO or Order until such time as Vibrant Health is satisfied that the action, omission, or breach has been adequately remedied. (a)

9. Shipping and Delivery. Time is of the essence with respect to Supplier's obligations under the PO or Order.

Supplier must properly package Products for shipment and properly label all units with Supplier's name, description of Products, PO or Order number and any other identifying information Vibrant Health requires. Supplier will provide accurate and complete information on all shipping and customs documents, including a description of the Products, country of origin and manufacture, currency, and delivery terms. Except as the PO or Order otherwise expressly provides, title and risk of loss on Products will pass to Vibrant Health at FOB place of shipment.

10. Non-Compliant and Defective Products or Services. If any quantity of Products is defective, fails to comply with any of the warranties, representations, and covenants set forth in Sections 3 or 4, or does not conform to samples, descriptions, Specifications or other requirements of the PO or Order, Vibrant Health may, at its option and without prejudice to any other right and remedy available at law or in equity, reject all of such quantity, accept all of such quantity, or accept any commercial unit or units of such quantity and reject the rest. Supplier will reimburse Vibrant Health in full for the quantity of Products rejected within 30 days of notice of rejection, and/or upon Vibrant Health's request and at Supplier's sole expense, replace or satisfactorily repair the quantity of Products rejected by Vibrant Health within 10 days of notice of rejection. Supplier will assume any and all costs of transportation and handling both ways for rejected Products and any other related expenses, including incremental storage and handling costs, with title and risk of loss passing to Supplier at Vibrant Health's location, unless Vibrant Health otherwise specifies at the time of return. Supplier will, at its own expense, dispose of rejected Products in accordance with Vibrant Health's direction.

If any of the Services are defective, fail to comply with any of the warranties, representations, and covenants set forth in

Section 3 or 4, or do not conform to Specifications or other requirements of the PO or Order, Vibrant Health may, at its option and without prejudice to any other right or remedy available at law or in equity, reject all or any part of such Services. Supplier will, at Vibrant Health's option, re-perform such Services at no additional cost or provide a refund to Vibrant Health in the amount of the price paid for the Services.

11. Indemnification. Supplier will indemnify, defend and hold harmless Vibrant Health, its affiliates, and their respective employees, officers, directors and agents from and against all losses, damages, liabilities, settlements, judgments, demands, fines, penalties, awards, costs and expenses (including reasonable attorney's fees and court costs) arising from any claims, actions, suits, demands, or proceedings (whether or not involving a third-party) arising out of or in connection with the performance of the PO or Order, any breach of Supplier's warranties, representations, covenants or other obligations or duties contained in the PO or Order or any breach or violation of any other obligation or duty under applicable Law, negligent acts or omissions, or willful misconduct relating to the PO or Order by Supplier, its employees, officers, directors, contractors, subcontractors or agents.

12. Insurance. During the term of the PO or Order and for one year thereafter, Supplier will, at its own expense, maintain the insurance coverage types and amounts specified below:

(a) Workers' Compensation Insurance – Statutory;

(b) Employer's Liability Insurance in an amount not less than: US\$500,000 - Each Accident, US\$500,000 - Disease Policy Limit, US\$500,000 - Disease Each Employee;

(c) Commercial General Liability Insurance (including Contractual Liability, Products/Completed Operations, and Personal Injury coverages) with minimum limits of liability of US\$5,000,000 for any one occurrence and US\$5,000,000 in the aggregate;

(d) Automobile Liability Insurance covering owned, non-owned, rented, and hired vehicles — combined single limit of US\$2,000,000 for each accident, with a combined single limit for bodily injury and property damage of \$5,000,000 (Note: if no vehicle is used for the provision of Products and/or Services under this PO, this coverage requirement can be waived); and

(e) If Supplier is a licensed professional (e.g., auditor, consultant, designer, engineer, software developer, etc.) Professional Liability Insurance covering liability for damages caused by an error, omission, or negligent act in the provision of the Products and/or the performance of Services with minimum limits of liability of US\$5,000,000 per occurrence and US\$5,000,000 in the aggregate.

Upon request, Supplier will ensure that Vibrant Health is named as an additional insured and that Supplier insurance carriers waive rights of subrogation against Vibrant Health's insurance. Supplier may use primary plus umbrella coverage to satisfy the required limits. Supplier will cause its insurers to issue certificates of insurance evidencing that the coverages and policy endorsements required under the PO are maintained and that not less than 30 days' written notice will be given to Vibrant Health prior to any cancellation or non-renewal of the policies.

13. Dispute Resolution and Governing Law. The Laws applying to contracts made and fully performed in the State of

Connecticut will govern the PO or Order. The provisions of the United Nations Convention on Contracts for the International Sale of Goods will not apply to the PO or Order. If Vibrant Health and Supplier cannot resolve a dispute regarding the PO through good faith negotiation, any legal action or proceeding arising out of or relating to the PO or Order will be brought exclusively in the courts of Fairfield County, Connecticut, and each party irrevocably submits to the sole and exclusive jurisdiction of these courts in any action or proceeding. The parties waive their right to a jury trial in any action or proceeding arising out of or related to the PO or Order.

14. Force Majeure Events. If either party is unable to perform its obligations under the PO or Order due to any act of God, fire, casualty, flood, earthquake, war, epidemic, riot, insurrection, or any other cause beyond its reasonable control ("**Force Majeure Event**"), that party will promptly notify the other party in writing, its performance under the PO or Order will be temporarily excused. The affected party will make reasonable efforts to mitigate the effects of the Force Majeure Event and to resume performance as soon as practicable. If the inability to perform continues for more than 20 days, the other party may cancel the PO or Order immediately, without costs or penalty, by giving written notice to the affected party. Unexpected cost increases caused by events or changing market conditions, and labor strikes, work slowdowns, or other job actions at Supplier's facility are not a Force Majeure Event.

15. Regulatory Agency/Law Enforcement Inquiry and Recall. Supplier shall immediately notify Vibrant Health if any Raw Materials shall become subject to a warning, withdrawal or recall, or Supplier becomes aware that any Raw Materials previously delivered to Vibrant Health do not meet the assurances contained herein. Similarly, Supplier shall immediately notify Vibrant Health if any regulatory agency or law enforcement body provides any notice or observation of potential noncompliance of any Raw Materials with Law (e.g., a form FDA 483 issued after an FDA inspection or an FDA Warning Letter). Vibrant Health shall have sole responsibility for initiating and managing any recall of Vibrant Health's finished products which contain Raw Materials supplied by Supplier. Supplier shall be informed prior to the initiation of a recall to the extent that such recall arises out of a breach of Supplier's obligations hereunder. There shall be timely exchange of information between Supplier and Vibrant Health about any potential recall. Supplier shall immediately inform Vibrant Health in writing of any circumstances that have come to its attention, which may make a recall necessary. In the event any regulatory authority requires or requests a recall, Vibrant Health or Supplier shall promptly notify the other party. Within 24 hours of learning that there is a reasonable probability that the use of, or exposure to, any Raw Materials will cause serious adverse health consequences or death to humans or animals, Vibrant Health and Supplier shall discuss and coordinate reporting to FDA's reportable food registry. Within 48 hours of learning that a recall may be necessary, Vibrant Health and Supplier shall discuss details of the recall strategy. Vibrant Health shall require a certificate of disposal should Raw Materials be returned to Supplier as the result of a recall.

16. Audit Rights. At any time until the expiration of one year after the final payment under the PO or Order, Vibrant Health audit Supplier records and inspect Supplier's facilities related to the PO or Order in order to evaluate Supplier's quality and Product protection procedures and compliance with applicable Specifications. Audits may be conducted upon reasonable notice by Vibrant Health or third-party auditors, as determined by Vibrant Health. Vibrant Health may also

require that Supplier complete a questionnaire either in lieu of or in advance of an audit or that Supplier register with and submit information to a third-party that Vibrant Health has selected to manage audit information. Vibrant Health will bear its own costs (including those of any third-party auditor) for audits, and Supplier will bear its own internal costs. In the event of a finding of deficiency or non-compliance, in addition to any other right or remedy of Vibrant Health, Supplier will promptly take all corrective action that Vibrant Health reasonably requires and Vibrant Health or its representative may audit Supplier's facilities or records as often as reasonably necessary to verify correction. Vibrant Health may suspend performance under the PO or Order until any deficiency or non-compliance is corrected, in addition to other remedies Vibrant Health may have. If Supplier refuses any audit, Vibrant Health can withhold payment.

17. Confidential Information. Supplier acknowledges that in the provision of Products or Services, Vibrant Health may provide, or Supplier may otherwise obtain or see, non-public information, materials, or data that Vibrant Health considers proprietary and/or confidential ("**Confidential Information**"). Without limiting the generality of the foregoing, Supplier acknowledges and agrees that any and all of Vibrant Health's intellectual property and trade secrets, and information relating to any and all aspects of Vibrant Health's distributing and marketing of Products, are the Confidential Information of Vibrant Health. Supplier will maintain all Confidential Information that it has seen or received or will in the future see or receive in the strictest confidence, and Supplier will not use Confidential Information or other information provided by Vibrant Health, except as necessary to perform its obligations under the PO or Order. Supplier agrees to only disclose Confidential Information to its employees or agents as and to the extent necessary to enable Supplier to perform under the PO or Order. Supplier will inform each of its employees and agents that have access to such Confidential Information of the obligations under this Section and Supplier will obtain the agreement of each such employee or agent to comply with the provisions of this Section. Supplier will be responsible for any breach of this Section by any employee, agent, or representative. Vibrant Health owns the Confidential Information and Supplier must return or destroy it (including all copies thereof) if requested by Vibrant Health. Except upon Vibrant Health's prior written consent, Supplier agrees and acknowledges that it will not provide to Vibrant Health any Supplier or third-party confidential technical information. Supplier shall promptly advise Vibrant Health in the event of any request by a governmental authority for the Confidential Information so that Vibrant Health may have the opportunity to seek a protective order or to take other appropriate action to protect the Confidential Information. Supplier shall return the Confidential Information and all corresponding files when the PO or Order has expired or has been terminated by any party. The obligations with respect to Confidential Information shall survive termination of the PO or Order.

18. Custom Work. If Supplier creates, produces, or develops tangible or intangible work product or deliverables for Vibrant Health under the PO or Order, makes modifications to the Specifications or any process related to Products and/or Services specifically for Vibrant Health, or makes modifications to Confidential Information or intellectual property of Vibrant Health ("**Custom Work**"), Vibrant Health owns such Custom Work. Supplier hereby assigns all rights, title and interest in the Custom Work to Vibrant Health and represents and warrants that: (a) the Custom Work was developed through Supplier's sole and original efforts and does not infringe the intellectual property or privacy rights of any person, and (b) Supplier has no

other arrangements that would interfere with assigning all of Supplier's interest in the Custom Work to Vibrant Health.

19. Taxes. Unless both parties agree otherwise in writing, each party will be responsible for its own respective taxes as required by applicable Laws. If Supplier is required to charge tax (e.g., state sales tax) or if Vibrant Health is required to withhold tax, then the party required to remit such tax to a governmental authority having responsibility for assessment or collection of such tax will give the other party the opportunity to demonstrate (and document) how such charge or withholding may be mitigated (for example, by providing a sales tax exemption certificate). Any taxes charged to Vibrant Health must be separately stated on the applicable invoice.

Vibrant Health may delay payment under the PO or Order if Supplier fails to comply with any written request to provide information or take other actions reasonably necessary for Vibrant Health to satisfy tax reporting obligations, imposed on, or with respect to, payments made pursuant to or in connection with the PO or Order.

20. Assignment and Subcontracting. Supplier will not assign, delegate, subcontract, or otherwise transfer the PO or Order (or any portion of the PO or Order) or any of its rights or obligations under the PO or Order, without Vibrant Health's prior written consent. Any attempted assignment, delegation, or transfer by Supplier without Vibrant Health's prior written consent will be invalid. Supplier will ensure that all material terms of the PO or Order pertaining to the subcontracting of the manufacture and/or supply of any Products or performance of Services are incorporated into any subcontract. Any permitted subcontracting will not relieve Supplier of any of its duties, obligations, responsibilities and/or liabilities under the PO or Order.

Vibrant Health may freely assign all or any portion of the PO or Order without Supplier's consent and will not be liable for any obligations under the PO or Order that arise after the assignment. Any successors or permitted assigns will be bound by the terms and conditions of the PO or Order.

21. No Third-Party Beneficiaries. Except as set out in Section 11 above, the PO or Order gives no rights or benefits to anyone other than Vibrant Health and Supplier and their respective successors and assigns. There are no other third-party beneficiaries under the PO or Order.

22. Non-Exclusivity; Aggregation. Unless otherwise stated on the face of the PO or Order, the PO or Order is not exclusive, and either party is free to enter into similar agreements with any other party. Purchases under the PO or Order and any other POs/Orders with Supplier will be aggregated for purposes of calculating any volume discounts or rebates.

23. Independent Contractor. The PO or Order does not create a partnership, joint venture, employment relationship, or other similar relationship between the parties and any of their respective employees. Each party is an independent contractor to the other party, has no authority to bind the other party, and is solely responsible for its respective employees, directors, officers, contractors, subcontractors and agents.

24. Severability. If any part of the PO or Order cannot legally be enforced, then Vibrant Health and Supplier agree that the provision will be deemed modified as necessary to make it enforceable while remaining as consistent as possible with the

intent as expressed in the PO or Order.

25. Waiver. No waiver by Vibrant Health of any breach of a provision of the PO or Order will be deemed to constitute a waiver of any other breach of such provision or any other provision of the PO or Order. Any waiver by Vibrant Health must be in writing.

26. Survival. The completion or cancellation of the PO or Order will not affect any rights and obligations which by their nature should continue to survive.

27. Cumulative Remedies. The rights and remedies of Vibrant Health under the PO or Order are cumulative and are in addition to any other rights and remedies available at law, in equity, or otherwise.