

# KERNOLOGIX LLC – SUPPLIER PURCHASE TERMS

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**Version 2.0 · Last Updated: July 28, 2026 Governing Law: Commonwealth of Virginia · Venue: Henrico County, Virginia**

These Supplier Purchase Terms ("Terms") apply to every purchase order ("PO") issued by Kernologix LLC, a Virginia limited liability company located in Short Pump, Henrico County, Virginia ("Kernologix," "Buyer"), to the supplying party ("Supplier"). Kernologix is a distributor and does not manufacture. Goods include botanical raw materials such as Ashwagandha, Bacopa (Brahmi), Green Tea EGCG, Marigold Lutein 20% CWS, and any other material described on the PO and the then-current specification version referenced thereon (collectively, "Goods"). Acceptance of a PO, shipment against a PO, or commencement of performance constitutes Supplier's acceptance of these Terms. UCC Article 2 applies to the extent not displaced.

## 1. PACKAGING & SHIPMENT

1.1 Goods shall ship in original sealed manufacturer foil (or equivalent primary sealed packaging) with the **lot number printed on the foil/packaging itself, not applied solely by sticker**, unless Kernologix agrees otherwise in writing.

1.2 If the PO requests blind shipment, Supplier shall use a plain outer carton without Supplier branding and follow ship-to instructions on the PO.

## 2. QUALITY & REGULATORY WARRANTIES

2.1 **Identity & Adulteration.** Supplier warrants that each lot is **100%** the botanical (or material) identity stated on the PO/specification; is not spiked, irradiated, or ethylene-oxide (EtO) treated (unless expressly disclosed and approved in writing); is not adulterated under FDCA § 402; and is not misbranded under FDCA § 403. Identity shall be supported by appropriate methods (including HPTLC and/or DNA barcoding where scientifically suitable for the material).

2.2 **Contaminants.** Supplier warrants that each lot meets applicable limits for: heavy metals (including California Proposition 65 where applicable and USP <561> as relevant); pesticides (USDA NOP and EU Regulation 396/2005 as applicable to the market/spec); residual solvents (USP <467>); microbial quality (USP <2023> or agreed equivalent); aflatoxins; polycyclic aromatic hydrocarbons (PAH) where applicable; and, for Ashwagandha and other applicable botanicals, pyrrolizidine alkaloids consistent with the referenced specification.

2.3 **COA Standard.** Each Certificate of Analysis must be from an **ISO/IEC 17025**-accredited laboratory (or Kernologix-approved equivalent), and must state method, specification limit, **actual numerical result**, and LOD/LOQ where applicable. Statements of mere **"complies"** without **actual results are not acceptable** unless Kernologix pre-approves in writing for a specific analyte.

2.4 **Documents Required Before Shipment (Each Lot).** Prior to shipment of each lot, Supplier shall provide: COA; current specification; allergen statement covering FALCPA and the FASTER Act; TSE/BSE statement; Non-GMO statement; Country of Origin; Safety Data Sheet (SDS); manufacturing flow diagram (or summary); and any other documents listed on the PO or specification version.

2.5 **Change Control.** Supplier shall give **at least ninety (90) days' prior written notice** before any change in manufacturer, manufacturing site, process, solvent system, or botanical/source material that could reasonably affect identity, purity, strength, or composition. No such change may be implemented for Kernologix POs without written approval.

2.6 **FSMA / cGMP.** Supplier warrants manufacture under applicable cGMP, including 21 CFR Parts 111 and/or 117 as applicable, and that the facility is FDA-registered under 21 CFR Part 1 (or equivalent) as required by law.

2.7 **Records & Audit.** Supplier shall retain lot records for at least **four (4) years** and shall permit Kernologix (or its designee) to audit relevant quality records and facilities on **five (5) business days'** prior written notice, during normal business hours, subject to reasonable confidentiality controls.

## 3. INSURANCE (CONSPICUOUS REQUIREMENTS)

3.1 Supplier shall maintain Products & Completed Operations liability insurance with limits of not less than **Two Million Dollars (\$2,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate**, written on a **primary and non-contributory** basis with respect to Kernologix, including a **waiver of subrogation** in favor of Kernologix, and an Additional Insured endorsement **CG 20 26** (or equivalent) naming **Kernologix LLC**.

3.2 Insurer shall provide **thirty (30) days'** prior written notice of cancellation or material reduction (ten (10) days for non-payment). Supplier shall deliver a Certificate of Insurance before first shipment and upon each annual renewal, and upon request.

## 4. INDEMNIFICATION (SURVIVES)

Supplier shall defend, indemnify, and hold harmless Kernologix LLC, its officers, managers, members, employees, agents, and customers from and against all claims, losses, damages, liabilities, costs, and expenses (**including reasonable attorneys' fees**, recall costs, and third-party claims by Buyer's customers or end consumers) arising out of or related to: breach of warranty; negligence; strict liability; failure to meet the specification, COA, or cGMP; adulteration or misbranding; or unauthorized lot substitution. **This indemnity survives termination, delivery, and payment.**

## **5. RECALL**

5.1 Supplier shall notify Kernologix within **twenty-four (24) hours** of learning of any defect, regulatory action, or recall affecting a lot sold to Kernologix.

5.2 For recalls or field actions caused by Supplier's lot, Supplier is responsible for replacement Goods, inbound/outbound freight, confirmatory testing, and documented buyer chargebacks caused by that lot. **Except for Supplier's gross negligence or willful misconduct, Supplier's aggregate monetary responsibility under this Section for a given lot shall not exceed two times (2x) the value of that lot as invoiced to Kernologix.**

## **6. LOT SUBSTITUTION**

**No lot substitution** without Kernologix's prior written approval. Unauthorized substitution makes Supplier liable for full replacement, testing, freight, and documented customer charges arising from the substitution.

## **7. NON-CIRCUMVENTION (VIRGINIA-FOCUSED)**

7.1 For **twelve (12) months** from the date Kernologix first introduces a customer to Supplier (the "Introduction Date"), Supplier shall not knowingly sell the same Goods **direct** to that customer for orders of less than **one hundred kilograms (100 kg)** where: (a) Kernologix introduced the customer through samples, COA sharing, and/or price negotiation; and (b) the customer was **not** already in Supplier's customer records prior to the Introduction Date, as evidenced by Supplier's contemporaneous written records.

7.2 This covenant is limited as stated to protect Kernologix's legitimate business interest in its introductions and is intended to be enforceable under Virginia law. If a court finds any portion overbroad, it shall be modified to the minimum extent necessary to be enforceable.

## **8. LIMITED REMEDIES; DISCLAIMER OF EXTRAORDINARY DAMAGES (CONSPICUOUS)**

8.1 **EXCEPT FOR SUPPLIER'S INDEMNITY, RECALL, AND SUBSTITUTION OBLIGATIONS, AND EXCEPT FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, SUPPLIER'S LIABILITY FOR ANY NONCONFORMING GOODS IS LIMITED TO REPLACEMENT OR REFUND OF THE PURCHASE PRICE FOR THE AFFECTED LOT.**

8.2 **EXCEPT AS EXPRESSLY STATED, NEITHER PARTY IS LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OR LOST PROFITS**, to the maximum extent permitted by law. Nothing in this Section limits Supplier's indemnity for third-party claims under Section 4.

## **9. CONFIDENTIALITY**

Each party shall keep confidential the other party's non-public business, pricing, customer, and technical information, and use it only to perform under the PO, except for information that is public, independently developed, or required to be disclosed by law.

## **10. GENERAL / BOILERPLATE**

10.1 **Entire Agreement.** The PO, these Terms, and the referenced specification version are the entire agreement and supersede prior proposals. Additional Supplier terms are rejected unless Kernologix expressly accepts in a signed writing (UCC § 2-207).

10.2 **Severability; No Waiver.** Unenforceable provisions are severed; the rest remains. No waiver unless in writing.

10.3 **Force Majeure.** Neither party is liable for delay caused by events beyond reasonable control; **price increases alone are not Force Majeure.**

10.4 **Assignment.** Neither party may assign without the other's prior written consent, except to an affiliate or successor in connection with a merger or sale of substantially all assets.

10.5 **Governing Law; Venue; Mediation; Fees.** Governed by the laws of the **Commonwealth of Virginia** and the Virginia UCC. Exclusive venue: **Henrico County, Virginia**. Before litigation (except for unpaid amounts or injunctive relief), parties shall mediate in **Richmond, Virginia**. The prevailing party is entitled to reasonable attorneys' fees and costs.

10.6 **Acceptance.** Acceptance of this PO constitutes acceptance of Kernologix Supplier Terms Version 2.0 at <https://kernologix.com/terms/supplier>.

**Questions: [operations@kernologix.com](mailto:operations@kernologix.com) • <https://www.kernologix.com/terms/supplier>**

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