

**RAPID MICRO BIOSYSTEMS, INC.
TERMS AND CONDITIONS OF PURCHASE**

As used herein, the term "Buyer" shall mean Rapid Micro Biosystems, Inc.; the term "Seller" shall mean the vendor to whom this Order is issued, including any subcontractor, independent contractor or other person performing any work under this Order; the term "Goods" shall mean products, equipment, materials, supplies, software or services furnished by Seller pursuant to this Order; and where the context permits, the term "Order" shall mean this Purchase Order and any contract formed by Seller's acceptance hereof.

1. ACCEPTANCE. The issuance of this Order to Seller constitutes an offer expressly limiting Seller's acceptance to the terms contained herein. Seller is notified in advance that Buyer takes exception to any and all changes, additions or deletions which Seller may make to the terms contained herein. No term or condition of Seller's invoice or of any other document additional to or different from these Terms and Conditions shall become part of the Order unless explicitly referenced and agreed to in writing by an authorized officer of Buyer. Delivery by Seller of any Goods or of any invoice rendered under this Order shall be conclusively deemed acceptance of these Terms and Conditions. If terms on this Order do not appear on or agree with Seller's invoice as rendered, Seller agrees that Buyer may change the invoice to conform to this Order and make payment accordingly. Buyer's failure to object to any provision contained in any communication from Seller shall not be construed as a waiver of these Terms and Conditions nor as an acceptance of any such provision. Buyer reserves the right to revoke this Order at any time prior to its acceptance by Seller.

2. PACKAGING AND PACKING. Seller shall be responsible for properly packing the Goods purchased hereunder. Seller shall separately number all cases, packages and other containers and materials, showing the corresponding Order numbers, invoice numbers and Buyer's part numbers thereon. Seller shall attach an itemized packing slip bearing the number of this Order to each package. Seller shall pay Buyer promptly for any damage to any Goods resulting from improper packaging and, at Buyer's request, shall promptly replace any Goods so damaged on an exchange basis.

3. SHIPMENT AND DELIVERY. TIME OF DELIVERY IS OF THE ESSENCE OF THIS ORDER.

Unless otherwise specified, all prices shall be F.O.B. destination, freight prepaid. Deliveries shall be made at times and quantities specified herein. Buyer reserves the right to refuse delivery of Goods made more than one week in advance of the delivery schedule included herein and to return such Goods to Seller at Seller's expense. Buyer shall have the right to demand all of the Goods at one time or in portions from time to time within the time of delivery herein provided. Buyer may order expedited routing in place of scheduled routing, if necessary to meet schedule or recover time lost by any delay, in which event excess transportation costs shall be paid by Seller. Over shipments may be returned by Buyer at Seller's expense or retained by Buyer at no increase in price. Buyer may postpone or cancel, without penalty, delivery of any Goods covered hereby which are not shipped at the time specified therefor.

4. PRICES AND TAXES. Subject to the next sentence, prices stated on the face of this Order are firm and shall remain firm until deliveries have been completed unless otherwise expressly agreed to in writing by both parties. Seller agrees that any price reduction made with respect to Goods covered by this Order subsequent to placement will be applied to this Order, and the prices of any Goods ordered hereunder shall automatically be reduced thereby. All prices specified herein include, but are not limited to, all charges for inspection, packaging, packing, transportation and any and all taxes, duties, and assessments. All sales, use, excise or similar taxes must be itemized on Seller's invoice. Seller certifies that the prices contained herein are and will continue to be as favorable to Buyer as those extended to any other customer for substantially similar items and quantities under similar conditions.

5. PAYMENT. Unless otherwise specified herein, Seller shall issue invoices only upon delivery of Goods or completion of services ordered by Buyer hereunder. Each such invoice shall conform to the terms hereof and shall not contain any terms or provisions which conflict with, or are in addition to, this Order. Buyer shall issue payment within sixty (60) days of its receipt of a correct and conforming Seller invoice. Payment by Buyer is contingent upon delivery by Seller of conforming material or completion of performance of all services. Payment of Seller's invoices shall be subject to adjustment for shortages in, or rejection of, the Goods covered thereby. Adjustment for payments made for rejected materials or services or due to discrepancies on

paid invoices shall be deducted from subsequent payments due Seller or, at Buyer's option, promptly refunded by Seller upon request.

6. **INSPECTION.** All Goods delivered hereunder shall be subject to final inspection and acceptance by Buyer at the place of destination notwithstanding prior payment or inspection at source. Acceptance of any Goods shall not alter or affect the warranties of Seller contained herein. Buyer may, at its option, either hold rejected Goods for Seller's instructions and at Seller's risk, or return them to Seller at Seller's expense for, at Buyer's option, credit, return of purchase price, correction or replacement.

7. **TERMINATION.** If Seller fails in any respect to comply with any provisions of this Order, Buyer, without limitation of its remedies, may, at its option, terminate this Order, in whole or in part, or defer receipt of deliveries to be made pursuant to this Order. In addition, Buyer may terminate this Order if: (a) a receiver or trustee in bankruptcy or other similar officer is appointed for any or all of Seller's property or assets; (b) Seller files a voluntary, or has filed against it an involuntary, complaint or petition in bankruptcy which remains in effect for thirty (30) days; (c) Seller makes an assignment for the benefit of creditors; or (d) Seller merges with or is acquired by a third party. In the event of termination by Buyer, Seller shall transfer title to, and deliver, such work in progress or completed Goods as may be requested by Buyer. If Buyer terminates this Order, Buyer shall have no liability to Seller beyond payment of any balance owing for Goods purchased hereunder and delivered to and accepted by Buyer prior to Seller's receipt of the notice of termination and for work in process or complete Goods requested by and delivered to Buyer.

8. **WARRANTIES.** Seller warrants that all Goods furnished hereunder shall be free of defects in design, materials and workmanship for one (1) year from the date of acceptance by Buyer or such other period upon which Seller and Buyer shall agree in writing, and shall conform to applicable performance specifications, designs, drawings, samples or other descriptions set forth in this Order. The foregoing warranty shall run to Buyer, its successors, legal representatives, assigns, customers, and users of its products. Defects in material or services ordered hereunder and discovered by Buyer after acceptance shall be remedied by Seller at its

cost and expense including any transportation costs, or at Buyer's option, a credit or rebate in the amount of the purchase price shall be issued by Seller to Buyer for returned, defective or non-conforming material. The foregoing warranty shall be in addition to all other warranties and rights of Buyer, whether express, implied or created by law. The approval or release of specifications, drawings, samples or other descriptions or data by Buyer shall not release Seller from any warranty hereunder, and all such warranties together with Seller's service warranty, if any, shall survive any inspection, test, acceptance or payment of the Goods and the expiration or earlier termination of this Order.

9. NON-INFRINGEMENT. Seller warrants and agrees that the purchase, use, marketing or sale of the Goods delivered hereunder, whether alone or in combination with other goods, does not and will not infringe any patent, copyright, trademark, trade name, trade secret or other proprietary or protected right (collectively "IP") of any other person or entity. Seller further agrees to: (1) indemnify, hold harmless and defend Buyer, its affiliates and subsidiaries, and its or their customers, agents, directors, officers, employees, and vendors from and against all claims, suits, actions, proceedings, liabilities and expenses arising out of or in connection with any actual or alleged infringement of any IP in any country resulting from the purchase, use, marketing or sale of any such Goods; (2) pay and discharge promptly all judgments, decrees and awards, rendered therein or by reason thereof; and (3) bear all costs, expenses and legal fees associated therewith. Buyer reserves the right to be represented in connection with any such claim, suit, action or proceeding by its own counsel at Buyer's expense. In the event that a final injunction shall be obtained against Buyer's use of the Goods by reason of an infringement or in Buyer's reasonable opinion the Goods any likely to become the subject of a claim of infringement, Seller shall, at its expense and as requested by Buyer, either procure for Buyer the right to continue using the Goods or replace or modify the same so that they become non-infringing but functionally equivalent.

10. BUYER'S PROPERTY. All materials and information ("Buyer's Property"), including without limitation, designs, drawings, specifications, prints, patterns, plates, tooling, dies, jigs, fixtures, special tools, equipment, engineering data and other technical or proprietary material and information, (a) furnished to Seller by or for Buyer or (b) which is manufactured or acquired by

Seller and title to which is vested in Buyer under this Order, shall be and remain at all times the property of Buyer. Seller shall not suffer to exist or take any action which would cause a security interest or other encumbrance on any such Buyer's Property other than a security interest or encumbrance created by Buyer. While in Seller's possession, all of Buyer's Property shall be identified and marked as Buyer's and insured, at Seller's expense, in Buyer's name in the amount of its full replacement value. In the event that any of Buyer's Property becomes lost or damaged while in Seller's possession, Seller shall repair or replace such Property at Seller's expense in accordance with Buyer's request. Seller shall be fully responsible for any loss or damage to Buyer's Property until such Property has been delivered or redelivered to Buyer, reasonable wear and tear from proper use excepted. At the completion of the production of Goods or provision of services for which Buyer's Property was required, Seller shall, at Buyer's request, immediately pack and ship all such Property, or the remainder thereof, as Buyer directs. Expenses for preparation for shipment will be for Seller's account and shipment shall be made F.O.B. Buyer's plant.

11. USE OF DATA. Seller shall keep confidential all designs, drawings, specifications, prints, patterns, engineering data and other technical or proprietary materials and information furnished by or for Buyer in connection with this Order (collectively "materials and information"). Seller shall not, without the written consent of Buyer, reproduce or disclose such materials and information to others, nor use such materials and information except in the performance of this and other orders from Buyer. Upon completion, termination or cancellation of this Order or upon demand by Buyer, Seller shall return all such materials and information to Buyer immediately or make other such disposition thereof as Buyer may direct.

12. ASSIGNMENT AND SUBCONTRACTING. Seller shall not, without the prior written consent of Buyer: (a) assign this Order or any right hereunder, or (b) delegate any obligations hereunder. Any such attempted assignment or delegation without Buyer's consent shall be void and of no force or effect or at Buyer's option shall be cause for Buyer's termination of this Order. At its option, Buyer may assign its rights hereunder to any person or entity.

13. NOTICE OF LABOR DISPUTES AND OTHER MATTERS. Whenever Seller has knowledge that an actual or potential labor dispute or other matter is delaying or threatens to delay the timely performance of this Order, Seller shall immediately give Buyer written notice thereof. Such written notice shall include all relevant information with respect to such dispute or matter. Notice given under this paragraph shall not discharge any of the Seller's obligations under this Order.

14. INDEMNITY AGAINST CLAIMS. Seller shall indemnify and hold harmless Buyer and all of its officers, directors, employees, affiliates, agents and representatives from and against all losses, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees) arising out of or relating to injuries to persons (including, without limitation, death) or damage to property which may result in any way from any act or omission of Seller or of its agents, employees or subcontractors. Seller shall maintain such public liability, property damage, employer's liability, workmen's compensation, and motor vehicle liability (personal injury and property damage) insurance as will protect Seller (or its subcontractors) and Buyer from said risks and any claim under any applicable workmen's compensation or occupational disease statutes.

15. SET OFFS. Buyer shall have the right at any time to set off any amount owing from Seller to Buyer or any of Buyer's subsidiaries and affiliates from and against any amount due and owing to Seller or any of its subsidiaries or affiliates, pursuant to this Order or any other contractual agreement to which Buyer and Seller or their respective subsidiaries or affiliates are parties.

16. CHARGES. No charges of any kind, including, without limitation, charges for transportation, packaging, packing or returnable containers, shall be payable by Buyer unless specifically authorized in a writing signed by a duly authorized representative of Buyer.

17. RISK OF LOSS. Seller assumes all risks of loss or damage to all Goods ordered and all work in progress, materials and other items and all risks of loss or damage to third parties and their property in any way caused by the Goods ordered hereunder, until Buyer has received, inspected and accepted such Goods. Seller assumes all risk of loss or damage to any property in the possession of Seller from, or held for the account of, Buyer until such property has been

delivered to Buyer or to such person as Buyer may direct and all risks of loss or damage to any of the Goods rejected by Buyer from the time of shipment thereof to Seller until redelivery to Buyer.

18. **MOLDS.** Buyer's production molds are under engineering change control. No modification may be performed to any component of Buyer's molds without an approved ECO from Buyer defining the change.

19. **CHANGES AND AMENDMENTS.** This Order may be changed, amended or revised only by a written agreement signed by Buyer's duly authorized representative. Buyer may at any time by written notice, make changes in (1) the drawings, notices, design specifications, samples or other descriptions to which the Goods are to conform; (2) the method of packing or shipment; (3) the time of delivery; and (4) the place of delivery. No such change of this Order shall be valid unless authorized in writing and signed by Buyer's purchasing agent or other authorized representative of Buyer. Nothing in this paragraph shall excuse Seller from diligently proceeding with the Order as changed. Any claim by Seller for adjustment in price resulting from any such change must be made in writing within thirty (30) days from the date of receipt by Seller of the notification of change; provided, however, that Buyer may receive and act upon any such claim asserted prior to final payment under this Order. Buyer reserves the right to correct all typographical and clerical errors which may be present in the prices or specifications contained herein.

20. **EQUAL EMPLOYMENT OPPORTUNITY.** Seller is on notice that Buyer may utilize the Goods specified in this order in the manufacture of products destined for sale to the U.S. Government. Seller is therefore deemed to have assumed the obligation of compliance with Executive Order 11246 and unless otherwise exempt under the rules, regulations and orders of the Secretary of Labor, this order is subject to the requirements of the Equal Employment Opportunity clauses as set forth in 41 CFR 60-250.5(a), 41 CFR 60-741.5(a), and 48 CFR 52.222-26, said clauses being herewith incorporated into this order by reference.

21. **APPLICABLE LAW.** This Order and any contract resulting from the issuance and acceptance of this Order shall be governed by, and construed and enforced in accordance with,

the substantive laws of the Commonwealth of Massachusetts without regard to its principles of conflicts of laws. The application to this contract of the U.N. Convention on Contracts for the International Sale of Goods is hereby expressly excluded. Each party hereby irrevocably consents to the exclusive jurisdiction of the state and federal courts located in the state where Buyer's office is located as stated on the face hereof, and waives any other venue to which it may be entitled by domicile or otherwise. In the event of any legal proceeding between Seller and Buyer relating to this contract, neither party may claim the right to a trial by jury, and both parties waive any right they may have under applicable law or otherwise to a right to a trial by jury.

22. MISCELLANEOUS. If any provision of this Order shall be determined to be invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the other provisions of this Order shall not be affected thereby. Any invalid, illegal or unenforceable provision of this Order shall be severable, and after any such severance, all other provisions hereof shall remain in full force and effect. Waiver of Seller's compliance with any provision of this Order may be authorized only in a written instrument signed by a duly authorized officer of Buyer. No failure of Buyer to enforce any of the provisions of this order or in exercising any right, power or privilege hereunder shall constitute a waiver of those provisions or of the rights of Buyer to enforce every provision in this Order; nor shall any single or partial exercise of any such right, power or privilege preclude any other or future exercise thereof. Paragraph captions are included for convenience of reference only and shall not affect the construction of this Order. This Order, when accepted, shall constitute the entire agreement between the parties relating to the sale of the Goods, and no addition to or modification of any provision of this Order shall be binding upon Buyer unless made in writing and signed by an authorized officer of Buyer. The rights and remedies of Buyer hereunder shall be cumulative and in addition to all other rights and remedies of Buyer, at law, in equity or otherwise.

23. GOVERNMENT REQUIREMENTS. For Requests for Proposal (RFP) or Request for Quotation (RFQ) directly related to Federal Contracts the following Prime Contract Federal Acquisition Regulation (FAR) flow down clauses must be included:

1.1 FAR 52.203-17, Contractor Employee Whistleblower Rights and Requirements to Inform Employees of Whistleblower Rights

1.2 FAR 52.210-1, Market Research

1.3 FAR 52.219-8, Utilization of Small Business Concerns;

1.4 FAR 52.222-26, Equal Opportunity;

1.5 FAR 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans;

1.6 FAR 52.222-36, Affirmative Action for Workers with Disabilities

1.7 FAR 52.222-41, Service Contract Act of 1965, as Amended;

1.8 FAR 52.222-50, Combating Trafficking in Persons;

1.9 FAR 52.244-5, Subcontracts for Commercial Items;