Aquestive Therapeutics, Inc.
Purchase Order General Terms & Conditions

These General Terms and Conditions are part of and incorporated into the purchase order or similar agreement entered into by Buyer and Vendor (each as hereinaf following terms and conditions apply to all such purchases by Buyer of Vendor's goods and services.

1. **DEFINITIONS:** "Goods" is defined in the New Jersey Uniform Commercial Code. "Order" is this purchase order or similar agreement, together with the following terms and conditions. Goods or Services that are the subject of the Order are referred to as "OGS". The Aquestive entity listed on the front of the Order is "Buyer" and "Vendor" is the entity identified on the front of the Order. "Services" are anything of value Vendor provides that is not Goods including, without limitation, when Vendor is present at, or delivering, providing, installing, testing, commissioning or otherwise working at any Buyer project or job site. "Receiving Warehouse" is the "Ship to" address listed on the front of the Order.

2**. ORDER ACCEPTANCE:** Vendor accepts the Order and shall fulfill it upon the earliest of: Buyer's receipt of Vendor's written acceptance of the Order; delivery of OGS or Buyer's receipt of Vendor's invoice for the Order. The Order may not be waived, modified or cancelled except in a document signed by both parties and delivered by Buyer to Vendor. Buyer may cancel the Order at any time before Vendor can demonstrate that it (i) had commenced substantial efforts to manufacture or entered into a binding non-cancelable agreement to purchase relating to the manufacture of, the Goods; or (ii) had commenced performance of the Services, as applicable. Thereafter, Buyer may cancel the Order and pay only the prorated portion of the price for conforming Goods actually manufactured or conforming Services actually performed, as applicable.

3. **SHIPMENT:** Buyer reserves the right to select the mode of transportation and carrier to be used for each shipment. Vendor shall arrange shipment to comply with Buyer's designated delivery date and at Vendor's expense for all freight, customs, duties and fees. All shipments shall include packing slips. Unless agreed to in writing by the parties, there shall be no charges for packing or crating. Buyer's Order number and part number shall be shown on each packing slip, bill of lading and invoice.

4. **DELIVERY:** Delivery shall be made to the "Ship To" address, DDP Buyer's premises or directed location, pursuant to Incoterms 2023. Prior to delivery Vendor shall call Buyer's Receiving Warehouse for an appointment. TIME IS OF THE ESSENCE WITH RESPECT TO DELIVERY. If Vendor fails to deliver OGS by Buyer's specified delivery date, Buyer may, in addition to its other rights and remedies, (i) terminate the Order by written notice to Vendor; or (ii) procure replacement goods or services and Vendor shall be liable to Buyer for all costs incurred or suffered by Buyer as a result of such delivery failure. Buyer has no obligation to accept deliveries that are not made on the required delivery date.

5. **LOT TRACEABILITY:** Each unit of issue, part, component, or material of OGS shall be identified by lot, batch or control number traceable to its manufacturing facility. The lot or batch number shall provide the capability for a lot or batch purge, if applicable, in the event of any field action or the determination of an adverse condition or discrepancy. Vendor shall not use the same lot or batch number on more than one OGS. Goods requiring unique marking for identification purposes shall be approved by Buyer in writing prior to shipping.

6**. PAYMENT TERMS:** Payment is subject to inspection, adjustment for any shortage in quantity, failure to make specified delivery dates and/or loss or rejection due to nonconformance. All payment terms, including any discounts, are calculated on the later of: the date of actual receipt and acceptance by Buyer of the OGS or the invoice date. Undisputed invoices for conforming OGS are payable 2.0% 15 days, net 45 days of receipt, which receipt shall not precede delivery. All deliveries of OGS shall include a written invoice, with the Order Number, addressed to Buyer's Accounts Payable Department and shall separately itemize any and all applicable taxes, customs, duties and fees, if any. No extra charges of any kind, including but not limited to surcharges, will be allowed unless first specifically agreed to by Buyer in writing. Vendor shall comply with all written instructions from Buyer regarding processing of invoices, if any, on or after the date of the applicable Order.

7**. TERMINATION:** Buyer may refuse to accept delivery of OGS or any installments and, at Buyer's election, the Order may be deemed breached and terminated by Vendor in its entirety.

8. **RISK OF LOSS:** Risk of loss shall pass to Buyer, when: (i) with respect to Goods not incorporated into Services, conforming Goods are delivered to Buyer's Receiving Warehouse; and (ii) with respect to Goods incorporated into Services, the completed Services have been accepted by Buyer. All Goods shall be packed for shipment by Vendor in accordance with applicable specifications and with industry standards and all Federal, state and local laws, rules and regulations (collectively, "Applicable Law"), with respect to protection of Goods during shipping and handling.

9. **INSPECTION AND BUYER'S ACCEPTANCE/REJECTJON:** Regardless of Buyer's prior payment, Buyer may, but shall not be obligated to, inspect and/or test OGS and reject those which are, in Buyer's judgment, defective or non-conforming to the Order. Buyer will hold rejected OGS, or overages at Vendor's risk and expense for a period of 15 days, after which time Buyer may, at its discretion, dispose of the rejected OGS and/or overages. If Buyer rejects OGS after making payment, Vendor shall promptly refund the full payment. Unless otherwise addressed in the applicable Order, if the quantity of OGS delivered exceeds the quantity designated in the Order by 10% or less, Buyer may, in its sole discretion, retain the overages without charge to Buyer. Buyer reserves the right to return at Vendor's expense for transportation, insurance, storage and other related costs (both ways), Goods or Services delivered in excess of the Order or OGS not meeting Buyer's specifications and standards, regardless of whether payment has been made. No replacement or substitution of OGS may be made unless expressly authorized in writing by Buyer. Vendor shall immediately process any substitution upon Buyer's request. Unless otherwise agreed by Buyer in writing, Vendor shall deliver to Buyer a certificate of analysis as to specifications approved by Buyer in writing with respect to each lot shipped.

10**. CONCEALED DAMAGE:** If Vendor or Buyer discovers damage to or nonconformance of a shipment or portion thereof that was not discovered at initial inspection, if any, and the damage or nonconformance is not caused by Buyer, Buyer may return the Goods and Vendor shall promptly refund full payment, but in no event later than 30 days after notification.

11. **AUDIT/INSPECTION RIGHTS:** Buyer may inspect or audit any facility or other place OGS are made, assembled, labeled, packed, handled or performed by or for Vendor. Vendor shall permit Buyer access to Vendor's books and records relating to the Order and the OGS purchased thereunder. Vendor shall maintain its books and records pertaining to the Order and the OGS purchased thereunder for at least 3 years following the date of Buyer's last acceptance of OGS under the Order.

12. **PRICE:** Vendor may not fill the Order at a higher price than stated in the Order or add any charges unless Buyer expressly so authorizes in writing. If Vendor reduces the price of any item of OGS, Buyer shall receive the benefit of the price reduction with respect to all OGS as well as any Goods or Services in Buyer's inventory at the time the price reduction becomes effective. Vendor represents, warrants and covenants that it is selling at the lowest prices and upon the most favorable terms (including, without limitation, volume, quality and/or payment terms) that it offers any buyer for Goods or Services of the same or similar quality as those provided for in the Order. If, during the term of the Order, Vendor makes an offer to sell any such Goods or Services to a third party at a lower price or upon one or more terms that are more favorable than the price or terms then applicable under the Order, then an equivalent reduction or modification of terms will

apply to all Goods or Services purchased thereafter for the balance of the term of the Order. If, at any time during the term of the Order, Buyer notifies Vendor that a third party has made a competitive offer to sell Goods or Services pursuant to one or more terms (including, but not limited to, price, volume, quality and/or payment terms) that are more favorable to Buyer than the terms then in effect under the Order (the "Favorable Terms"), then Vendor shall meet, or notify Buyer that it will not meet, such Favorable Terms within 7 days of receipt of Buyer's notice thereof. Vendor's failure to provide notice within such 7-day period shall be deemed an election by Vendor not to meet such Favorable Terms.

13. **INSURANCE:** Vendor shall maintain in full force and effect, while performing any OGS, and for a period of 3 years following the last date of Buyer's acceptance of the Services, the following minimum insurance coverages: (i) Worker's Compensation insurance providing statutory benefits per the Applicable Laws of the jurisdiction in which the Services are to be performed, even where the provision of such insurance is not required by law; (ii) Commercial General Liability insurance on an "occurrence" basis including coverage for premises, contractual, products and completed operations liability with a combined single limit of $2,000,000 for bodily injury and property damages; (iii) Automobile Liability insurance for owned, leased, non-owned or hired vehicles covering bodily injury, death and property damage, with a combined single limit of $1,000,000 per accident; (iv) Professional Liability insurance with a limit of $2,000,000 and a retroactive date of at least the first date Services are performed for Buyer or earlier; and (v) Products Liability insurance with a combined single limit of $1,000,000. All required insurance shall (a) be with companies licensed in the jurisdiction in which the Services are performed, (b) name the Buyer as an "additional insured" on a primary and non-contributory basis, and specifically insure the Buyer for its negligence and other culpable conduct, other than Worker's Compensation and Professional Liability insurance, (c) contain a waiver of subrogation in favor of the Buyer, and (d) contain provisions requiring the insurance carrier to notify Buyer at least thirty (30) days prior to any expiration or termination of, or material change to, the policy.

14. **REPRESENTATIONS:** In addition to any warranty implied by fact or Applicable Law, Vendor represents, warrants, certifies and covenants that all OGS shall be: (i) free of any claims by third parties; (ii) in strict accordance with the specifications, samples, drawings or other descriptions approved by Buyer; (iii) free from any and all defects, latent or patent; and (iv) to the extent that Buyer relies on Vendor to specify the OGS, fit for their intended purpose. Vendor further warrants it (x) has good title to the goods and that all goods(a) conform to all statements on their containers or labels; (b) are adequately packaged, marked and labeled; (c) are merchantable, shall be safe and appropriate for the purpose for which they are normally used, and (d) of high quality, new and shall be free from defects in workmanship, material, or design; and (y) services will be performed in accordance with the standards of care and diligence normally practiced by persons performing similar services and in the best workmanlike manner. To the extent applicable, Vendor further warrants that the goods are not adulterated or misbranded within the meaning of the Federal Food, Drug, and cosmetic Act as amended (the "Act"), or within the meaning of any applicable state or municipal law in which the definitions of "adulteration" or "misbranding" are substantially identical with those contained in the Act, are not goods which may not under the provisions of Sections 404 505, 512, 515, or 516 of the Act be introduced into interstate commerce, or which may not under substantially similar provisions of any state or municipal law be introduced into commerce, and are in full compliance with the Biological Products section of the Public Health Service Act. The above representations, warranties, certifications and covenants will be in effect for a period of eighteen (18) months from the date of receipt of conforming product by Buyer or twelve (12) months from the date of final acceptance of services by Buyer; provided however, that where a latent defect is discovered, the above representations, warranties, certifications and covenants will be in effect for a period of twelve (12) months from the earlier of the date of discovery by Buyer of a latent defect in Vendor's goods or services or the date such latent defect should reasonably have been discovered by Buyer with the exercise of reasonable diligence. If any OGS fail to conform to the above representations, warranties, certifications and covenants, then Vendor, at Buyer's option, will: (1) with respect to goods, replace or repair the nonconforming goods; (2) with respect to services, re-perform all services necessary to correct any such nonconformity; or (3) refund the purchase price of the nonconforming goods or services and any related costs incurred by Buyer. Any replacement products or services also will be subject to the above representations, warranties, certifications, covenants and warranty periods. The warranty period for repaired products will be extended to account for the time lapsed until the repair was completed. If Vendor does not replace, repair or re-perform, as applicable, within a reasonable time after notice of such nonconformance, Buyer may do so at Vendor's expense. Any rights or remedies of Buyer set forth in these terms and conditions and Orders are not exclusive and Buyer also has all rights and remedies available under Applicable Law.

15. **INDEMNIFICATION:** Vendor shall indemnify and defend Buyer, its affiliates and its and their respective officers, directors, employees, agents, affiliates, customers, representatives and other vendors ("Indemnified Parties") from all claims, losses, expenses (including attorneys' fees), causes of action (including product liability), damage to persons (including death) or to property, and liabilities of every kind (collectively, "Damages"), arising directly or indirectly from the Order, the OGS, Vendor's negligence or intentional misconduct, Vendor's violation of Applicable Law or Vendor's breach of the Order, except to the extent such Damages were caused by Buyer's gross negligence or intentional misconduct. In no event shall Buyer be liable to Vendor for any amounts in excess of the price paid for the subject OGS. Vendor shall not settle any matter without the express prior written consent of Buyer.

16. **PATENTS:** Vendor represents and warrants that OGS (or any portion or component thereof) or use thereof does not and shall not infringe any patent, trademark, copyright or other third party intellectual property right and agrees to indemnify, defend and hold harmless Buyer, Indemnified Parties, customers and users of any OGS or any product made using any OGS against any claim or demand based upon any such infringement or any allegation of infringement. If any OGS or portion, component or use thereof is held to constitute an infringement, Vendor shall, at its expense, obtain for Buyer a license to use the OGS or replace or modify the same, in a manner satisfactory to Buyer, so as to avoid the infringement.

17. **RECALLS:** In the event that a recall of the goods or other corrective action with respect to goods or services is necessitated by a defect, a failure to conform to the specifications, applicable laws, or any other reason within Vendor's control and not due to Buyer's negligent act or omission, Vendor shall bear all costs and expenses of such recall or corrective action including without limitation, costs of notifying customers, customer refunds, costs of returning goods, lost profits, and other third party expenses.

18. **REPUTABLE SELLER:** Vendor represents to Buyer that: (i) neither Vendor nor its directors, officers, employees, affiliates, representatives or agents have been debarred, suspended or proposed for debarrment by any Federal, state or local agency ("Ineligible Person") and (ii) it shall notify Buyer immediately if any such person or entity becomes listed as an Ineligible Person. If any such person or entity becomes an Ineligible Person or Buyer learns that Vendor's representations in the Order were or have become inaccurate, Buyer shall have the right to terminate any Order, contract or business relationship with Vendor, whether covered by the Order or otherwise, immediately, and receive full reimbursement of any prepayments to Vendor, in addition to any and all other remedies available to Buyer under the Order, at law or in equity.

19. **ASSIGNMENT:** Vendor may not assign or transfer the Order or any interest therein or monies payable thereunder without the prior written consent of Buyer.

20. **CHOICE OF LAW:** The Order is governed by the laws of the State of New Jersey, without giving effect to its choice of law provisions. The parties irrevocably and unconditionally agree that any action, suit or proceeding arising out of or related to the Order or the OGS shall only be brought in the U.S. District Court for the District of New Jersey in Newark, New Jersey or a court of the State of New Jersey, located in Somerset County, New Jersey. Vendor consents to the personal

jurisdiction and venue of such courts and hereby waives any claim or objection that any such court is an inconvenient forum. The United Nations Convention on Contracts for the International Sale of Goods (1980) shall not apply to the Order.

21. **ENTIRE AGREEMENT:** Unless mutually agreed upon in writing elsewhere, the terms contained in the Order constitute the sole and exclusive agreement between the parties pertaining to OGS and supersedes all prior agreements or understandings between the parties relating to the OGS, written or oral. All other language, wherever contained, that contradicts or is inconsistent with any term or condition hereof is of no force or effect.

22. **SET-OFF:** Buyer may set off any amount owing at any time from Vendor or any of Vendor 's affiliates or subsidiaries to Buyer or any of Buyer's affiliates or subsidiaries against any amount payable at any time by Buyer under the Order.

23. **WAIVER:** No failure of either party to enforce any provision hereof shall constitute a waiver by that party of its right subsequently to enforce the same or any other provision hereof. No waiver of any provision of the Order shall be effective unless in writing signed by the party claimed to have waived such provision.

24. **INDEPENDENT CONTRACTORS:** In rendering the services to Buyer, Vendor is an independent contractor and nothing in the Order is intended or shall be construed to create or establish an agency, partnership, or joint venture relationship between the parties hereto. Neither party shall have any right or authority to assume or create, by action, in writing or otherwise, any obligation of any kind, express or implied, in the name of or on behalf of the other party.

25. **CONFIDENTIAL INFORMATION; OWNERSHIP OF DOCUMENTS AND MATERIALS:** (a) Vendor will treat as confidential and not disclose any information received from Buyer in connection with the Order to any person not first authorized by Buyer in writing to receive it. Vendor will use such information only as necessary to fulfill its obligations under the Order. Upon termination of the Order, all such information will be returned to Buyer or, at Buyer's option, destroyed by Vendor. All drawings, models, specifications and other documents and materials prepared by Vendor specifically in connection with the OGS under the Order will become Buyer's property and be delivered to Buyer, as part of the consideration for the Order, upon (i) completion, abandonment or postponement of the Services or delivery of the Goods required by the Order, or (ii) termination of the Order. Vendor hereby assigns any and all rights that it has in and to all such drawings, models, specifications, documents and materials to Buyer. The existence and terms of the Order shall be deemed Confidential Information. (b) All drawings, models, specifications and other documents and materials prepared by Vendor specifically in connection with the products or services supplied under the applicable Order will become Buyer's property and be delivered to Buyer, as part of the consideration for the Order, upon (i) completion, abandonment or postponement of the services or delivery of the products required by the Order, or (ii) termination of the Order. Vendor hereby assigns any and all rights that it has in and to all such drawings, models, specifications, documents and materials to Buyer.

26. **COMPLIANCE WITH LAW:** Vendor represents, warrants and covenants that it shall and shall cause its will comply with all Applicable Laws in performing its obligations under the Order including, but not limited to, those dealing with employment opportunity and affirmative action including Executive Order 11246 (Equal Opportunity), 39 U.S.C. § 4212(a) (Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era), and 29 U.S.C. § 793 (Affirmative Action for Workers with Disabilities), and any amendment and applicable regulations pertaining thereto; (b) comply with all terms of 48 C.F.R. § 52.244-6 (Subcontracts for Commercial Items and Commercial Components) (including the requirement of including this provision in subcontracts awarded under this contract), 15 U.S.C. § 637 (d) (2) and (3) (Utilization of Small Business Concerns), and such provision is hereby incorporated in this Order as if fully set forth herein; (c) in accordance with the provisions of 48 C.F.R. § 52.209-6, certify that neither it nor its principals was or is debarred, suspended, or proposed for debarment by the Federal Government; (d) comply with all federal, state, local, and other applicable laws, regulations, conventions, or treaties prohibiting any form of child labor or other exploitation of children in the manufacturing and delivery of Seller's goods or services; (e) comply with all import/export laws and restrictions and regulations of the United States Department of State, Department of Commerce, or other United States or foreign agency or authority; and (f) comply with the US Foreign Corrupt Practices Act and any applicable local anti-bribery and corruption laws. From time to time, at Buyer's request, Vendor shall provide certificates to Buyer relating to compliance with any applicable legal requirements. To the extent that any products transferred under the Order contain hazardous materials, Vendor shall provide all relevant information pursuant to Occupational Safety and Health Act (OSHA) regulations 29 CFR 1910,1200, as amended, if applicable, including a completed Material Safety Data Sheet (OSHA Form 20), and any other Applicable Law, and mandated labeling information, or any similar requirements in any other jurisdictions to which the OGS are provided.

27. **PUBLICITY:** Vendor shall not make any announcement or release any information concerning the Order to any other person or entity including, but not limited to, the press or any official body, except as required by Applicable Law (and then upon prior written notice to Buyer), unless prior written consent is obtained from Buyer.

28. **SERVICES:** To the extent required by Applicable Law, Vendor warrants that it is licensed to perform the Services to be provided under the Order. Vendor shall maintain all required permits and licenses in good standing at all times. All Services shall be performed: (i) in a professional and workmanlike manner; and (ii) in strict accordance with all Applicable Law, Vendor's brochures, advertising, specifications, other requirements and the highest industry standards applicable to the Services. Vendor shall conform strictly to all of Buyer's site rules and any other applicable Buyer policies and procedures when performing Services or at Buyer's site. It is Vendor's obligation to obtain a copy of same.

29. **WAIVER OF LIENS:** Vendor shall obtain from all persons performing Vendor's obligations under the Order waivers and releases of all liens which may be imposed by them against the OGS or the premises of any of the Buyer, its affiliates or its and their respective customers, agents or representatives or the improvements thereon, and Vendor shall fully defend, indemnify, hold harmless and reimburse such parties with respect thereto.

30. **BUYER'S EQUIPMENT:** Unless Buyer otherwise agrees in writing, all tools, equipment or other materials furnished to Vendor by Buyer in connection with the Services are the personal property of Buyer. Vendor shall use such property only in fulfilling its obligations under the Order and shall be held at Vendor's risk, kept insured by Vendor at Vendor's expense, and subject to removal at Buyer's request. Buyer shall not be liable for, nor have any obligation to insure against, any loss or damage to Vendor' tools, machinery, equipment and other personal property. Vendor hereby waives its and its insurers' rights of subrogation against the Buyer for damage or destruction to such property.

31. **CUSTOMS AND TRADE:** Unless otherwise agreed by Buyer in writing, Buyer will not be a party to the importation of products. All purchases under the applicable Order will be consummated subsequent to importation, prices will be inclusive of all duties and other costs of customs clearance and Vendor will not cause or permit Buyer's name to be shown as "importer of record" on any customs declaration. In any case where Buyer agrees, in writing, to be the importer of record, Vendor will provide all information needed to effect customs entry into each country into which the products are to be imported. Vendor will provide such documentation and other assistance as Buyer may request to allow Buyer to claim drawback of duties and taxes on products or articles manufactured from products provided under the Purchase Agreement. Vendor will accurately indicate the country of origin of the products provided under the Order on the customs invoice

and other applicable documentation. Vendor will provide certificates of origin relating to such products within the meaning of the rules of origin of the NAFTA preferential duty provisions and execute such other documents as may be necessary for Buyer to claim duty preference under any applicable programs.

32. **LIMITATION OF LIABILITY:** BUYER SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY ORDER, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBLITY OF SUCH DAMAGES.

33. **INVALIDITY:** If any provision of these terms and conditions is invalid, illegal or incapable of being enforced, by reason of any rule, law or public policy, all other provisions shall nevertheless remain in full force and effect.

34. **CONFLICT:** In case of a conflict or ambiguity between these terms and conditions and the terms of the applicable Order, the terms of such Order shall prevail. In the event these terms and conditions are translated into a language other than English, the English-language version of these terms and conditions shall prevail in the event of any conflict between the English-language version and the translated version.

35. **NOTICES:** All notices given pursuant to an Order shall be in writing and shall be deemed given (a) if by hand delivery, upon receipt thereof; or (b) if by internationally recognized courier service upon confirmation of delivery, or (c) if by certified or registered mail, return receipt requested, upon the earlier of receipt or three (3) days after posting. Notice to Buyer shall be to Aquestive Therapeutics, Inc., 30 Technology Drive, Warren, New Jersey 07059, Attention: Finance Department, with a copy to Legal Department, Aquestive Therapeutics, Inc., 30 Technology Drive, Warren, New Jersey 07059. Notice to Vendor shall be to the address set forth in the applicable Order.

36. **NO THIRD-PARTY BENEFICIARY:** Orders are solely for Buyer and Vendor's benefit. It is not for the benefit of any other person, except for permitted successors and assigns under these terms and conditions or applicable Order.

37. **SET-OFF**: Buyer may set off any amount owing at any time from Vendor or any of Vendor’s affiliates or subsidiaries to Buyer or any of Buyer’s affiliates or subsidiaries against any amount payable at any time by Buyer under the Order.