

TURN CARE, INC.'S GENERAL TERMS AND CONDITIONS OF PURCHASE, VERSION MAY 31, 2023

1. Applicability; Objection to Additional or Different Terms and Conditions.

This document together with TurnCare, Inc.'s purchase orders and any exhibits, attachments and other documents incorporated by reference (collectively, the "Order") is an offer by TurnCare, Inc. ("Purchaser") to purchase the goods or services indicated on the Order upon the terms and conditions contained herein from the other party named on the face of the Order ("Supplier"). SUPPLIER'S ACCEPTANCE OF THE ORDER IS EXPRESSLY CONDITIONED UPON SUPPLIER'S ASSENT TO ALL OF THE TERMS AND CONDITIONS SET FORTH HEREIN AND IS LIMITED TO THE TERMS AND CONDITIONS SET FORTH HEREIN. Terms or conditions contained on any prior, contemporaneous or subsequent communication from Supplier or Purchaser (whether written, verbal or transmitted through electronic means, including but not limited to catalogs, merchandise material, delivery documents, and acknowledgements) that submit, propose, or state any additions, changes, deviations, or modifications to the Order, shall automatically be deemed void, objected to and rejected by Supplier and Purchaser. By acknowledging receipt of the Order or by supplying the goods described in the Order, Supplier agrees to the terms and conditions set forth herein. Once accepted, the Order is the final and complete expression of agreement between the parties regarding this transaction, including all promises and representations both express and implied. Any matters not contained herein, or otherwise referenced or incorporated herein, are not a part of the Order. Whenever any term or condition of sale is not addressed by the Order, the Uniform Commercial Code, as adopted by the State of California, will apply.

2. Modification. Subject to Purchaser's rights to make changes to the Order, including without limitation as set forth in Article 15, none of the terms and conditions contained herein may be added to, modified, superseded or otherwise altered except by a written instrument specifically referencing the affected provision of the Order signed by an authorized officer of Purchaser (hereinafter "Authorized Officer") and an authorized representative of Supplier.

3. Payment. Unless otherwise stated on the face of the Order, payment shall be due sixty (60) days after Purchaser's receipt of an undisputed invoice. All invoices shall state the Order number, as reference. No invoice shall be transmitted prior to time of shipment of goods to Purchaser. Payment date, including the determination of any applicable discount period, will be calculated from the date the invoice is received by Purchaser at: (a) if by email, ap@turncare.com, or (b) if by mail, TurnCare, Inc., 230 West Parkway, Unit 6, Pompton Plains, NJ 07444. If an invoice includes amounts prepaid by Supplier for freight charges in excess of \$200, then Supplier shall provide a copy of the actual freight invoice to Purchaser. Purchaser may withhold any payment due hereunder to such extent as may be necessary to protect Purchaser from loss resulting or arising from any breach by Supplier of any of the provisions of the Order or any anticipated loss due to a reasonable doubt that the goods will fulfill the requirements of the Order. Purchaser may withhold payment hereunder for Supplier's failure to provide insurance certificates that comply with the requirements of the Order. Payment shall be deemed to have been made when deposited in the mail or sent by electronic delivery. Payment of an invoice shall not constitute acceptance of the goods and shall be subject to appropriate adjustment for failure of Supplier to meet the requirements of the Order. Invoices, short payments, credits, payments, vouchers, debits and other accounts receivable or accounts payable considered by either party to be owed or due, which have been outstanding for two years and are not subject to an ongoing claim or dispute, shall be deemed not owed, closed, and withdrawn by operation of this agreement, and no longer considered due to or owed by either party.

4. Taxes. By virtue of Resale Certificate, Purchaser hereby claims an exemption from the payment of all sales and use taxes to the Supplier upon its purchase of any and all items identified as non-taxable on the Order. Upon request, Purchaser shall provide Supplier a copy of all current Resale Certificates under which Purchaser now, or in the future, claims an exemption from the payment of sales and use taxes. Unless otherwise specified in the Order, the price includes all applicable federal, state, and local taxes, duties, and other governmental charges and fees imposed on the sale, use, production, or handling of the goods. If applicable law or regulation requires the payment of any sales or use taxes on account of a transaction, which tax is imposed upon Purchaser, then such amount of tax shall be stated separately on the invoice and accrued and paid directly by Supplier to the State as required by statute. In all cases, taxes imposed, if any, shall be stated separately on all invoices. If (i) subsequent to the completion of a transaction, it is determined that applicable law or regulation requires the payment of any sales or use taxes on account of the

transaction, or (ii) a sales or use tax is imposed by a state in which Supplier is not registered to do business, and any such tax is imposed upon Purchaser, then such amount of tax shall be accrued and paid directly by Purchaser to the State as required by statute. If Purchaser incurs any additional taxes or penalties from a taxing authority due to incorrect or incomplete information furnished by Supplier, Supplier will be responsible for all such additional taxes, penalties, and any legal expenses incurred by Purchaser. Supplier shall be liable for all taxes applicable to income or profits received by Supplier in relation to the goods.

5. Setoff. Purchaser shall have the right to credit toward the payment of any monies that may become due Supplier under the Order, any sums which are now or hereafter may be owed to Purchaser or an affiliate of Purchaser by Supplier or by an affiliate of Supplier.

6. Packaging and Transportation. All goods shall be packaged, labeled, and prepared for shipment in accordance with any specific requirements stated by Purchaser. Where specific requirements are not stated, Supplier shall meet or exceed standard good commercial practice acceptable to common carriers for shipment and adequate to ensure safe arrival. All sales are F.O.B. Purchaser's designated point of delivery under the Uniform Commercial Code, as adopted by the State of California, unless otherwise expressly stipulated by Purchaser. Extra charges, including but not limited to charges for packing, boxing or cartage under the Order will not be permitted except as agreed to by the parties. When shipping charges are Purchaser's responsibility, in whole or in part, Supplier shall obtain Purchaser's prior written approval for shipping charges or, if written approval has not been obtained, ship by the most economical means that is reasonably available. Supplier's failure to obtain prior approval or ship by the most economical means that is reasonably available may result in a back charge of the additional freight expense incurred in excess of the "preferred carrier amount" or the most economical means of shipment, which back charge is subject to being set off against amounts due to Supplier under the Order, as provided above in Article 5, "Setoff."

7. Risk of Loss. Notwithstanding anything to the contrary herein, the risk of loss or damage of the goods shall remain with Supplier until actual acceptance of the goods by Purchaser at the delivery point specified on the Order, or at such other delivery point specified in writing by Purchaser.

8. Time. Timely completion and delivery of the Order is of the essence. Delinquency in delivery or otherwise unsatisfactory service will be considered cause for cancellation and/or rejection of custom and non-custom goods at no expense to Purchaser. Supplier shall be liable for all costs and damages associated with failure to meet delivery dates, including but not limited to, increased cost of goods in a spot market, downtime, lost production, and late charges incurred by Purchaser from its customers. If at any time Supplier has reason to believe that deliveries will not be made as scheduled, written notice setting forth the cause and duration of the anticipated delay will be given immediately to Purchaser. Acceptance of late delivery of goods shall not be deemed a waiver of Purchaser's right to hold Supplier liable for any loss or damage resulting therefrom, nor shall it act as a modification of any of Supplier's performance obligations hereunder. In the event Supplier is delayed in delivering goods and such delay is caused by war, riot, civil insurrection, act of public enemy, act of civil or military authority, fire, flood, earthquake, or act of God, such delay shall be excused. Supplier shall not be entitled to additional or extra compensation by reason thereof. In the event of any such occurrence, Supplier shall deliver such goods, if any, which can be delivered notwithstanding any such occurrence.

9. Inspection. Supplier shall implement and maintain a quality management system or processes that ensure 100% product conformance to Purchaser's requirements. Such a system may include but is not limited to a quality management system, that is appropriately sized and implemented in accordance with the Supplier's business and the products and services being provided to Purchaser. Purchaser has the right to inspect and test all goods at Supplier's plant, any sub-supplier's plant, or a third-party inspection location during manufacture, upon completion, and at destination before acceptance. Inspection of goods, failure to inspect goods, acceptance of goods, or failure to ascertain or discover defects or non-conformances shall in no way be a waiver of any warranties or any rights Purchaser may have pursuant to the Order. Receipt of goods by Purchaser, or inspection or testing of goods received by Purchaser, shall not constitute acceptance of such goods by Purchaser; and payment by Purchaser shall not constitute acceptance of such goods. Purchaser may reject or revoke acceptance of any and all goods found by Purchaser: (a)

not to be in compliance with: (i) the warranties applicable to such goods, (ii) the specifications, design, drawings, or descriptions for such goods, or (iii) with any other term or instruction set out in the Order; (b) to be unsatisfactory; or (c) to be suspect due to defects or nonconformities in similar goods. If any goods are rejected or acceptance is revoked, Purchaser may, without prejudice to any other rights or remedies, and without authorization from Supplier, return the goods or any part thereof to Supplier, and all amounts theretofore paid by Purchaser to Supplier on account of the purchase price of such returned goods, together with any costs incurred by Purchaser in connection with the original delivery and/or return of such goods, shall be repaid to Purchaser by Supplier or setoff by Purchaser. In the event of any rejection or revocation of acceptance of any goods, Supplier shall have no right to cure the defect causing rejection or revocation of acceptance or to furnish replacement goods, although Purchaser may, in its sole discretion, elect to require correction or cure of such defect or the furnishing of replacement goods, all at the sole cost and expense of Supplier.

10. Warranty. Supplier warrants that all goods supplied under the Order will be: (i) in strict accordance with the specifications, samples, drawings or other descriptions provided by or through Purchaser, and all applicable performance and material standards, including without limitation, and by way of example only, those defined by the American National Standards Institute (ANSI) and the American Society for Testing and Materials (ASTM); (ii) new (unless otherwise expressly stated on the Order), (iii) merchantable and free from defects; (iv) to the extent that Purchaser relies on Supplier to specify or select the goods, fit for the purpose for which they are furnished; and (v) produced in compliance with all laws, rules, regulations, and standards, including, but not limited to, those covering the manufacturing and sale of medical devices. Supplier further warrants that: (i) the goods (including, but not limited to, the manufacture, sale, and Purchaser's intended use of such goods) do not and will not infringe on any patents or other proprietary interests (including, but not limited to, copyrights, trademarks, and trade secrets); (ii) it has, and will convey to Purchaser, good and marketable title to the goods, free and clear of all security interests and all other liens and encumbrances; (iii) none of the goods contain arsenic, asbestos, benzene, polychlorinated biphenyls (PCBs), carbon tetrachloride, lead, cadmium, mercury, hexavalent chromium, polybrominated biphenyls (PBBs), polybrominated biphenyl ethers (PBDE), or any other hazardous substances, unless expressly agreed otherwise by Purchaser in writing, and (iv) the manufacturing facilities of Supplier and its subcontractors will remain certified under ISO 9000 (2000) (and ISO 13485 (2003) if identified on the Order as being required), or the applicable successor standard, during the period of performance of the Order. Supplier further warrants that all 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. If goods require calibration, filling, or assembly (including assembly to other goods), Supplier shall provide Purchaser written instructions and procedures, train Purchaser's personnel on such procedures when necessary, and certify Purchaser's personnel and facilities as needed, which training and certification shall be subject to the same warranty as other services provided by Supplier. All product warranties provided herein shall apply to goods calibrated, filled, modified, or assembled in accordance with Supplier's instructions and procedures, or industry standards. In the event Purchaser's customer or any other third-party makes a claim relating to any good or service, Supplier will, to the extent Purchaser requests, directly participate in responding to such claim. Such participation shall not diminish, limit, waive, or otherwise impair Purchaser's right to satisfy any such claim, or any of its rights under the Order. The representations and warranties set forth herein shall survive any inspection, delivery, or acceptance of, or payment for, the goods or services, as well as completion of the Order or termination of any portion of the Order.

11. Hold Harmless and Indemnity. SUPPLIER AGREES TO INDEMNIFY, DEFEND, AND HOLD PURCHASER HARMLESS FROM AND AGAINST ANY AND ALL ACTIONS, LOSSES, CLAIMS, FINES, PENALTIES, DAMAGES, LIABILITIES, AND SETTLEMENTS, AS WELL AS COSTS AND EXPENSES, INCLUDING ATTORNEY'S FEES, RELATED TO THE DEFENSE OF ANY OF THE ABOVE ("DAMAGES"), WHICH MAY BE ASSERTED AGAINST PURCHASER OR TO WHICH PURCHASER MAY HEREAFTER BE SUBJECT OR LIABLE, PAY OUT, OR REFUND BY REASON OF (A) BODILY INJURY, INCLUDING DEATH, TO ANY PERSON OR PERSONS, (B) DAMAGE TO OR DESTRUCTION OF ANY PROPERTY, INCLUDING LOSS OF USE THEREOF, (C) DEFECTS IN, OR REJECTIONS OR RETURNS OF, GOODS SUPPLIED UNDER THE ORDER, (D) ANY RECALL OF PURCHASER'S PRODUCTS

THAT IS REQUIRED OR THAT PURCHASER DEEMS IS REASONABLY NECESSARY DUE TO A BREACH OF SUPPLIER'S WARRANTIES UNDER ARTICLE 10, (E) A BREACH OF ARTICLE 24 OR 25, OR (F) PATENT INFRINGEMENT OR OTHER VIOLATIONS OF INTELLECTUAL PROPERTY RIGHTS, AND WHICH ARISES OUT OF OR IS IN ANY MANNER CONNECTED WITH THE ORDER, SUPPLIER'S, OR ITS AGENTS', EMPLOYEES', OR SUBCONTRACTORS' PERFORMANCE THEREUNDER, OR WITH THE SALE, USE, DESIGN, MANUFACTURE, MARKETING, OR QUALITY OF GOODS SUPPLIED UNDER THE ORDER. WITHOUT LIMITING THE SCOPE OF THIS INDEMNITY, THIS INDEMNITY SHALL EXTEND TO DAMAGES BASED ON PURCHASER'S WARRANTY OBLIGATIONS, EXPRESS OR IMPLIED, WHETHER BY CONTRACT OR IN LAW OR EQUITY, TO ITS CUSTOMER OR OTHERS, AND PRODUCT LIABILITY BASED ON STRICT LIABILITY. THIS INDEMNITY DOES NOT EXTEND TO DAMAGES TO THE EXTENT CAUSED BY PURCHASER'S NEGLIGENCE OR INTENTIONAL OR WILLFUL MISCONDUCT. FOR PURPOSE OF THIS INDEMNITY, "PURCHASER" SHALL EXTEND TO AND MEAN PURCHASER AS WELL AS ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES. SUPPLIER'S INDEMNIFICATION OBLIGATIONS SHALL SURVIVE THE ORDER AND BE ENFORCEABLE AS A SEPARATE AGREEMENT IN THE EVENT THE SAME BECOMES NECESSARY.

12. Insurance. Supplier agrees to carry at all times, and with companies having an AM Best Rating of A or better and Financial Standing of VII or better, insurance covering the United States and its territories (directly or through a Foreign Liability Policy) with respect to their Supplier's properties and businesses against such casualties and contingencies, of such types, on such terms and in such amounts (including deductibles, co-insurance and self-insurance, if adequate reserves are maintained with respect thereto) as is customary in the case of entities of established reputations engaged in the same or a similar business and similarly situated. Such types of insurance coverage shall include, without limitation, commercial general liability insurance (including coverage for contractual liability, independent contractors liability, and products liability) and employer's liability and workers compensation insurance.

Supplier further agrees to furnish Purchaser with Certificates of Insurance evidencing Supplier's insurance coverage, identifying Purchaser as a named additional insured and stating that the policies may not be materially changed or terminated without at least 30 days prior written notice to Purchaser. Supplier agrees that Supplier's insurance shall be primary to, and receive no contribution from, any insurance maintained by or on behalf of Purchaser, and Purchaser shall not be responsible or liable for any deductibles, self-insured retentions and/or premiums of Supplier's insurance. Where Purchaser is an additional insured, such insurance shall be without any limitation that restricts the scope of coverage afforded thereunder to Purchaser to less than that afforded to Supplier. Supplier shall require its underwriters and/or insurers to waive their rights of subrogation against Purchaser and its insurers.

13. Pricing. No extra charges, fees, costs, or compensation of any kind will be allowed unless specifically agreed in writing by Purchaser. Supplier warrants that the prices for the goods sold to Purchaser under the Order are no less favorable than those currently extended to any other customer of Supplier for the same or like goods in quantities equal to or less than those annually sold to Purchaser. In the event that Supplier reduces its prices for goods before the Order is filled, Supplier agrees that the price of the goods subject to the Order shall be contemporaneously and correspondingly reduced.

14. Audit Rights. The Supplier shall keep full and detailed accounts as may be necessary and satisfactory to Purchaser to ensure compliance with the pricing structure under the Order. Purchaser, its agents, and customers shall be afforded access to all of Supplier's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to the Order, and Supplier shall preserve all such records for a period of five (5) years after final payment; provided, that with regard to pricing requirements in paragraph 13, Purchaser shall be authorized and permitted to ensure pricing structure compliance only through an audit conducted by an independent third-party auditor.

15. Changes. Purchaser reserves the right to make changes at any time in any one or more of the following: specifications, drawings, design, and data for goods to be specifically manufactured for Purchaser; as well as method of shipment or packing; time or place of delivery; quantities of goods (increase or decrease). If any such change or changes causes an increase or decrease in the cost of or time required for performance of the Order, Supplier shall notify Purchaser in writing within five (5) business

days of Purchaser proposing such change and Purchaser and Supplier shall equitably adjust the Order price or delivery schedule (or both). If Supplier fails to give Purchaser such notice, Supplier is deemed to have waived its right to any adjustment to the Order price and delivery schedule. Supplier shall not unilaterally change the Order or substitute goods. Nothing contained in this paragraph shall excuse or release Supplier from proceeding without delay in the performance of the Order as changed.

16. Cancellation/Termination and Return Provisions. Purchaser may cancel the Order at any time prior to receipt of goods. As to non-custom goods, any cancellation shall be without cost or penalty except for shipping charges for goods in transit. As to custom goods designed and manufactured exclusively for Purchaser, Purchaser and Supplier shall equitably determine a cancellation charge for such goods, and such charge shall only apply when authorized by Purchaser in writing. Purchaser may return to Supplier unused goods in resalable condition for a refund or credit of the purchase price, less any applicable freight.

17. Control of Drawings, Specifications and Technical Information. Drawings, data, designs, inventions, and other technical information supplied by Purchaser in connection herewith (hereinafter called "Data"), shall remain the property of Purchaser and shall not be reproduced, used, or disclosed to others by Supplier without Purchaser's prior written consent. Upon completion of work by Supplier under the Order, Supplier shall promptly return all Data to Purchaser, together with all copies or reprints thereof and Supplier shall thereafter make no further use, either directly or indirectly, of any such Data or any information derived therefrom without Purchaser's prior written consent. Any information which Supplier may disclose to Purchaser with respect to the design, manufacture, sale, or use of the goods covered by the Order shall be deemed to have been disclosed as part of the consideration for the Order, and Supplier shall not assert any claim against Purchaser by reason of Purchaser's use thereof.

18. Intellectual Property Rights; Confidential Information. Any and all discoveries, inventions, and designs, regardless of whether patentable or subject to copyright, that are conceived or reduced to practice by Supplier or its employees or other agents in connection with the supply, pursuant to the Order, of any goods as to which Purchaser furnished the specifications, shall be promptly disclosed to Purchaser and shall become the property of Purchaser. Supplier hereby assigns all right, title, and interest in and to all such discoveries, inventions, and designs to Purchaser. Supplier and its employees shall, upon request, execute all papers necessary to assign such discoveries, inventions, and designs to Purchaser and to cause, at Purchaser's expense, patent applications to be filed thereon in favor of Purchaser. Supplier agrees to protect, indemnify, hold harmless and defend Purchaser, its parent companies, subsidiary companies, affiliated companies, customers, and their directors, officers, employees and agents against any loss or damage arising out of any claim or suit for infringement of any patent or copyright, or the misappropriation of trade secrets or other proprietary right in the United States of America, in the country of source and in the country of destination related or incident to performance under the Order or the goods.

Information disclosed by Purchaser, whether written, disclosed orally, visually, or learned by observation that is marked with the legend indicating its confidential nature, or stated to be confidential, or reasonably understood to be confidential, shall constitute Purchaser confidential information under this Order. Supplier will hold Purchaser confidential information in strict confidence and use the same only for the purpose of this Order and not use for its own benefit or the benefit of any third party or disclose to any third party. Supplier shall not reverse engineer any Purchaser confidential information and shall limit access to the Purchaser confidential information to only those of its employees who have a need to know such information to accomplish the purposes of this Order and have been advised of the confidential nature of such information and are bound in writing to keep Purchaser confidential information confidential. No publicity releases shall be made by Supplier regarding this Order without Purchaser's express written permission.

19. Relation of the Parties. The Order is not a partnership, joint venture, or any other type of legal entity. Nothing in the Order shall be construed as creating a fiduciary relationship between the parties. Neither party shall hold itself out to be an agent, representative, or partner of the other by reason of the Order or the relationship created hereby, and neither shall have the right to enter into any contracts or commitments in the name of, or on behalf of, the other or to bind the other in any respect. Supplier shall at all times perform and execute the provisions of the Order as an independent contractor, maintaining complete and exclusive control over Supplier's personnel and operations.

20. Governing Law; Prevailing Party. Any and all lawsuits, excluding lawsuits related to the collection of monies owed, initiated by either party and arising out of or relating to the Order, its performance or its breach, or goods supplied pursuant to the Order, shall be brought in the County of Santa Clara, California and in no other county, state, country or jurisdiction, and the parties hereby submit to the exclusive jurisdiction and venue of the courts of Santa Clara, California. The laws of the State of California shall govern the validity, interpretation and enforcement of the Order without regard to any choice of law rules or conflicts of law principles that would require the application of the law of another state. THE PARTIES WAIVE THEIR RIGHT TO A JURY TRIAL WITH RESPECT TO ALL CLAIMS AND CAUSES OF ACTION RELATED TO OR ARISING OUT OF THE ORDER. The party prevailing in any legal action relating to the Order shall be entitled to award of its reasonable attorneys' fees and costs.

21. Severability. If any one or more of the provisions of the Order, or any schedule or exhibit attached hereto or other document expressly incorporated herein by reference thereto, shall for any reason be invalid, illegal, or unenforceable, such circumstance shall not affect any other provision of the Order or such other document, as the case may be, and the Order shall continue in full force and effect and be construed as if such provision, to the extent that it is invalid, illegal, or unenforceable, had never been contained herein or therein.

22. Waiver of Liens. Supplier shall not put or permit any lien, attachment, or encumbrance on Purchaser's premises or any improvement to be constructed thereon and shall, at its sole cost and expense, bond or take such other action as may be required to discharge any liens or claims against or on account of any work or materials furnished hereunder or by reason of any other claim or demand by or against Purchaser, its customers, the Supplier, its agents, or any subcontractor. Supplier hereby waives any claim which it may have now or in the future to place or claim a mechanic's or materialman's lien on Purchaser's or its customers' premises in connection with services or materials provided hereunder.

23. Fair Labor Standards Act. Supplier and each other person, entity, or employer providing goods hereunder certifies that all goods provided are not produced in violation of either the Fair Labor Standards Act of 1938, as amended, or the "hot goods" provisions contained in Title 29 U.S.C. § 215, which require that all hours worked and payments made to employees of Supplier and its subsidiaries are not in violation of said Fair Labor Standards Act or any other applicable law, rule or regulation dealing with such matters.

24. Compliance with Laws. Supplier and each other person, entity, or employer providing goods or services hereunder warrants that the products sold, or services furnished, under the Order have been produced or furnished in full and complete compliance with all applicable federal, state, county and municipal laws, ordinances and regulations. Supplier warrants that it, and its subcontractors and suppliers, shall comply with all laws applicable to the Order.

25. Medical Device Regulatory Compliance. While in no way limiting the generality of Article 24 or the other terms and conditions stated herein, the following shall apply to medical devices and to parts, components, and software that will be included with Purchaser's medical devices.

- a. **Government Approvals.** Supplier will provide language translations of the goods documentation and the good's user interface for English, at no additional charge to Purchaser.
- b. **Regulatory Inquiries.** Supplier shall promptly inform Purchaser of the existence and substance of any inquiry or investigation related to the goods initiated by any government authority or certification agency. The existence of any such inquiry or investigation shall not alone constitute a breach of this Order by either party or excuse any performance due under this Order by either party.
- c. **Regulatory Inspections.** To the extent required by law or at its reasonable discretion, Supplier shall permit all governmental authorities and certification agencies the reasonable right to inspect Supplier's facilities at which the goods or any components of them are handled, stored, or shipped, and all records related to them. Supplier shall reasonably assist such governmental authorities and certification agencies with such inspections. Supplier shall promptly notify Purchaser of all such inspections related to or affecting the products and shall use reasonable efforts to provide Purchaser the opportunity to be present at such inspections. Supplier shall use reasonable efforts to provide to Purchaser, within five (5) days of its submission or receipt by Supplier, a copy of all letters, documents, and similar

instruments related to the goods, which Supplier submits to or receives from any governmental authority or certification agency, including all ISO Audit Observations, FDA Warning Letters, and Form 483s. Supplier shall immediately correct any deficiencies identified by any governmental authority or certification agency.

- d. **Product Complaints/Reports.** Supplier shall promptly notify Purchaser of any product complaint, report, or recall. Supplier shall promptly provide to Purchaser with any information received by Supplier regarding real or potential deficiencies or defects in the goods and any information that might otherwise constitute a complaint about the goods or would reasonably be considered material to the safety of them for their intended use. Each party shall reasonably cooperate with the other in sharing any information that may constitute a complaint related to the goods and shall designate a representative responsible for the exchange of such information and all other regulatory information required to be shared under this Order. Supplier shall at all times reasonably cooperate with any Purchaser investigation, inspection, or inquiry regarding the goods.
- e. **Recalls.** Purchaser shall have the sole authority to declare a recall of any goods, as standalone products or as contained within Purchaser products, if Purchaser believes that there is a potential significant health hazard or non-compliance with applicable government regulations. Supplier agrees to reimburse Purchaser for all damages related to any recall provided that such recall is attributable to a breach of any of Supplier's obligations or warranties under this Order. The parties will work together in good faith to minimize the parties' financial exposure as part of the recall.

26. **Trade Compliance.**

- a. **Foreign Corrupt Practices Act.** Neither Supplier, nor any of its directors, officers, employees, agents, or representatives has made or will make any gift or payment of money or anything else of value, directly or indirectly, to an official or employee of any government, or any department or agency thereof (including governmental-owned companies), to any official of any international organization, or to any political party or candidate for political office (each, an "Official") for the purpose of influencing any act or decisions of such Official in his official capacity, inducing any such Official to act or fail to act in violation of his official duty, or inducing such Official to use his influence to influence or affect any act or decision of a government, any department or agency or instrumentality thereof, or any international organization for the purpose of obtaining, retaining, or directing business to or for Purchaser, any of Purchaser's customers, or Supplier, or any subsidiary or affiliate thereof, or any other person.
- b. **Gifts.** Supplier shall not allow its officers, employees or agents, subcontractors, or vendors to offer Purchaser's officers, employees, agents, subcontractors, or vendors any gift or entertainment of significant cost or value in connection with the Order or otherwise.
- c. **Sanctions Law Compliance.** Supplier agrees and acknowledges that it does not provide or receive any goods, services, or technology services to or from governments, governmental agencies, other groups, individuals, or any of their agents which are subject to U.S. trade sanctions or other restriction, including, without limitation, to the following "Embargoed Persons:" (i) governments, government agencies, businesses organized in, and nationals or residents of Cuba, Libya, Iran, Syria, Sudan, or other embargoed governments or regimes or (ii) to anyone on the U.S. Treasury Department's Office of Foreign Asset Control's lists of Specially Designated Nationals, Specially Designated Global Terrorists, and Foreign Terrorist Organizations.

Supplier further agrees and acknowledges that it does not provide or receive any goods, services, or technology services to or from any individuals or entities banned by the U.S. government from importing, marketing, and selling their products in the U.S., or which have been found guilty of engaging in unfair trading practices by a U.S. court of law ("Blocked Suppliers").

By entering into the Order, Supplier represents and warrants that Supplier is not an Embargoed Person and is not controlled by or acting as an agent of any such an Embargoed Person, and is not a Blocked Supplier nor controlled by or acting as an agent of any Blocked Supplier.

- d. **Violations and Failures.** Any violation of this Article 26, or Supplier's inability or failure to fulfil an Order due to any current or future laws, regulations orders, demands, rules or requirements of the laws of the country in which the Supplier is registered, the United Nations, the United States of America or any other relevant jurisdiction relating to trade sanctions, foreign trade controls, export controls and similar laws (including Supplier's inability to pass a trade compliance screening), will entitle Purchaser to immediate cancellation of the Order at no cost or expense to Purchaser. Supplier shall notify Purchaser in writing promptly after the occurrence of such violation, inability, or failure.

27. **SDS.** To the extent that any goods contain hazardous materials, Supplier will provide all relevant information pursuant to Occupational Safety and Health Act (OSHA) regulations 29 CFR 1910.1200, as amended, if applicable, including a completed Safety Data Sheet (OSHA Form 20), and any other applicable law, rule or regulation, and mandated labeling information, or any similar requirements in any other jurisdictions to which Purchaser informs Supplier the products are likely to be shipped.

28. **Personal Information.** "Personal Data" shall mean any information relating to an identified or identifiable individual, unless otherwise defined under applicable laws related to the protection of individuals, the processing of such information, and security requirements for and the free movement of such information. "Purchaser Group" shall mean its affiliates, and its other suppliers and sub-suppliers of any tier and their respective affiliates (but always excluding Supplier) and the respective officers, employees (including agency personnel), agents, directors and successors of any of them. "Supplier Group" shall mean Supplier, any affiliate of Supplier, Supplier's other suppliers and sub-suppliers of any tier and their respective affiliates (but always excluding Purchaser) and the respective officers, employees (including agency personnel), agents, directors and successors of any of them.

- a. Supplier will implement all appropriate security measures to protect Personal Data against accidental, unlawful, or unauthorized (i) destruction (ii) loss, (iii) alteration, (iv) disclosure, or (v) access (including remote access). Supplier will protect Personal Data against all other forms of unlawful processing, including unnecessary collection, transfer, or processing, beyond what is strictly necessary for the performance of the Order.
- b. Prior to any transfer of Personal Data by Supplier, Purchaser will impose all obligations on Supplier Group as required by the Order and applicable laws.
- c. Where Personal Data is transferred or gathered from the European Economic Area and Supplier is located in a country that has not been deemed to provide an adequate level of protection for personal data within the meaning of Directive 95/46/EC of the European Commission, Supplier will either: (i) enter into standard contractual clause with Supplier as set out in the Annex to Decision to 2004/915/EC (<http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2004:385:0074:0084:EN:PDF>); or (ii) confirms that it has fully implemented binding corporate rules that provide adequate safeguards as required by Directive 95/46/EC, or has a similar program that is recognised as providing an adequate level of protection by the European Commission.
- d. Supplier will inform Purchaser, if it detects or reasonably suspects that an accidental, unlawful, or unauthorized (i) destruction (ii) loss, (iii) alteration, (iv) disclosure, or (v) access (including remote access) of Purchaser Group Personal Data has occurred.
- e. Any Supplier Group Personal Data collected by the Purchaser Group during the performance of the Order will be processed in accordance with the TurnCare Privacy Policy, available on www.turncare.com.

29. **Business Information.** Notwithstanding anything to the contrary herein or in any other document, all information and data provided to, or obtained or collected by, Purchaser pursuant to any transactions hereunder, shall be subject to, and processed in accordance with, the TurnCare Privacy Policy, available on www.turncare.com.

30. **General Provisions.**

Headings. All headings are provided for the sake of convenience only and are not intended to be, and shall not be construed as constituting, a part of the Order.

Assignment. The Order may be exercised by all parents, subsidiaries, and affiliates of Purchaser. Purchaser may assign any warranties, indemnities, promises, representations, and/or other benefits acquired by Purchaser from Supplier to any third-party who purchases or acquires Supplier's goods from Purchaser. Supplier agrees to recognize, accept, and support all such assigned rights and benefits. However, any such assignment shall not operate to diminish, limit, waive, or otherwise impair Purchaser's right to claim the protection of any warranties, indemnities, promises, representations, or other benefits made or granted by Supplier. Supplier shall not assign the Order at any time without the prior written consent of Purchaser.

Waiver. The failure or delay of either party in the enforcement of the rights detailed in the Order, or at law or in equity, shall not constitute a waiver of the rights nor shall it be considered as a basis for estoppel either at equity or at law. Either party may exercise its rights despite any delay or failure to enforce those rights at the time the cause of action or right or obligation arose.