

SUPPLIER TERMS

By accepting a purchase order from NAR Medical Depot, LLC (NAR MD), you (Supplier) agree to these terms. NAR MD may revise these terms at any time. **ALL PURCHASE ORDERS ARE SUBJECT TO THE SOUTH CAROLINA UNIFORM ARBITRATION ACT (TITLE 15 CHAPTER 48)**. Purchases made pursuant to a written, signed contract with NAR MD are governed by the terms of that contract.

SHIPPING

Unless otherwise stated in the purchase order, shipping is DDP (Incoterms® 2020) to the point of delivery stated in NAR MD's purchase order.

WARRANTY

Supplier warrants the products will be merchantable; all information provided with products is complete and accurate; and, Supplier has legal title to the products. Supplier will make available to NAR MD and its customers all manufacturers' warranties (express or implied) relating to the components comprising the product. Supplier will honor any third-party warranties not directly assignable or transferable to NAR MD or NAR MD's customer. The term of the warranty shall not exceed the shorter of (a) the expiry of the product (or component) or (b) the term of such manufacturer warranties. Supplier will repair or replace product that does not conform to this warranty at no cost to NAR MD or NAR MD's customer.

Supplier represents it owns or holds valid licenses of all Intellectual Property and Marks necessary to sell the products and, if applicable, manufacture the products. Supplier grants NAR MD a non-exclusive, worldwide, royalty free license to use Supplier's Marks on or in association with the marketing and distribution of the product (including any associated packaging, promotional, and advertising material). Supplier's license will include any subsequently acquired Marks applicable to the products. Supplier warrants it has not knowingly infringed or violated any third-party Intellectual Property or Mark rights relating to the product. Intellectual Property means any patents, know-how, designs, data, specifications, or similar information currently existing or subsequently developed by the proprietary party. Mark means copyright, trademark, trade dress, or similarly protected designations.

RETURNS

Supplier will accept returns of saleable inventory and non-saleable customer returns for a full refund without penalty.

RECALLS

In the event of a recall, all recalled product in NAR MD's inventory will be returned to Supplier, at Supplier's expense, for a full credit with no penalties. Supplier will repair, replace, or refund

NAR MD's customers for recalled products, covering the cost of any shipping or destruction, as applicable. At NAR MD's reasonable discretion, Supplier will administer the recall, including contacting NAR MD's customers. In such an instance, NAR MD will provide Supplier a list of all customers who purchased the recalled product, specific to the recalled lots (if applicable), and customer contact information NAR MD has on file. Supplier will reimburse NAR MD for the administrative costs, including personnel costs, of a recall.

NOTICE

Supplier will promptly notify NAR MD of any of the following related to the product: Recalls; discovered design, manufacturing, or warranty defects; pending or threatened litigation; pending or threatened government action, including investigations; and, material or recurring customer complaints.

INDEMNIFICATION

Supplier agrees to defend, indemnify, and hold harmless NAR MD from and against any Losses, by reason of or arising out of any suit or claim against NAR MD relating to (i) any breach of Supplier's obligations under these terms, (ii) the negligence, gross negligence, or willful misconduct of Supplier, and (iii) Supplier's violation of any applicable law or governmental regulations. **Losses** means any liability, loss, expense, cost, claim, or judgment, including reasonable attorneys' fees.

LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NAR MD WILL NOT BE LIABLE FOR ANY SPECIAL, EXEMPLARY, CONSEQUENTIAL OR SIMILAR DAMAGES.

SUPPLIER REQUIREMENTS

Prior to the shipment of products to NAR MD for sale to any market, and during the Term, Supplier will have all applicable governmental registrations, licenses, approvals, and requirements necessary for the manufacture, assembly, sale, and distribution of the products to the applicable markets, including, as applicable, Unique Device Identifiers, CE registration, and U.S. Food and Drug Administration approval/compliance. Supplier represents it is not on any restricted party list, including the Denied Persons List and Specially Designated Nationals List. All suppliers must comply with our Supplier Code of Conduct [here](#).

COUNTRY OF ORIGIN REQUIREMENTS

Supplier warrants the country of origin of product is accurate and properly marked on the product. Upon request, Supplier will provide NAR MD (i) certification a product is compliant with the Buy American statute, 41 USC § 8301, et. seq.; Trade Agreements Act, 19 USC § 2501,

et. seq.; Berry Amendment, 10 U.S.C. §2533a; or, Kissell Amendment, 6 U.S.C. §453b, as implemented by the Federal Acquisition Regulation and Department/Agency Supplemental Regulations (e.g., DFAR) (collectively, Country of Origin Requirements (**COR**)), to the extent applicable to the product, (ii) for a product not compliant with COR, a statement the product is not compliant, or (iii) sufficient information for NAR MD to determine compliance with COR.

INSURANCE

Supplier agrees to maintain at its own expense commercial general liability insurance, including products liability coverage. The applicable limits shall be no less than \$3,000,000 per occurrence for Rx products and medical devices or 1,000,000 per occurrence for all other products. All insurance shall be placed with insurers rated at least A- by A.M. Best. All liability policies shall be written (i) on claim's made basis, with such policy maintained through the expiry of the product, or for products with no expiry, for 5 years after purchase, or (ii) on an occurrence basis. Such insurance coverages shall not act to limit Supplier's liability under this agreement.

GENERAL

NAR MD's purchase orders and payment to Supplier are expressly conditional on Supplier's assent to these terms. Statements, clauses, or conditions modifying, adding to, or inconsistent with these terms contained in any order submitted by Supplier are void, and do not become part of the agreement between NAR MD and Supplier without NAR MD's express written acceptance of those statements, clauses, or conditions. NAR MD's acceptance of product shall not be construed as assent to any of the terms proposed by Supplier and will not constitute a waiver by NAR MD of any of NAR MD's terms.

This agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings relative to such subject matter. No provision or term herein may be modified, supplemented, waived, discharged, terminated, or otherwise altered except in writing signed by the parties.

Any failure or delay by NAR MD in exercising any right or remedy provided by or relating to this agreement does not constitute a waiver and shall not prohibit NAR MD from exercising such right or remedy at a later time or from exercising any other right or remedy available.

The provisions of these terms are separate and independent covenants. Accordingly, the invalidity or unenforceability of one or more of these provisions or covenants will not affect the validity or enforceability of the remaining provisions.

NAR MD shall not be liable for any loss arising out of any delay or failure in the performance of its obligations hereunder that result from events beyond its reasonable control, including (a) acts of God; (b) acts or regulations of any governmental or national authority; (c) war, terrorism, or other civil unrest; (d) accident, fire, flood, or other natural event; (e) strikes, industrial disputes; or other labor matters; or (f) shortages in labor or supplies.

Notices and other communications given under this agreement will be in writing and effective if delivered via (a) hand-delivery; (b) certified United States mail; (c) overnight courier; (d) electronically to legal@nar.md.com; or (e) any other method in which proof of receipt can be independently verified.

Supplier agrees disputes regarding the provisions and performance of this agreement shall be resolved according to the [Conflict Resolution Appendix](#) which is incorporated into this agreement by reference. This agreement will be governed by, construed under, and interpreted according to the laws of the State of South Carolina without regard to conflict-of-laws principles. The Parties agree the courts in Greenville, South Carolina, whether state or federal, shall have exclusive jurisdiction in any proceeding initiated between the Parties regarding this agreement.

FLOWDOWN OF FAR AND DFARS CLAUSES

The Federal Acquisition Regulation (**FAR**) and Defense Federal Acquisition Regulation Supplement (**DFARS**) clauses in this Schedule are incorporated by reference. The DFARS clauses are applicable only to contracts entered into under United States Department of War contracts. No clause is applicable if—by the terms of the FAR, DFARS, and the contract—it is inapplicable. The date or substance of the clause incorporated by the Prime Contract applies.

Where necessary in the context of these clauses, the words “Government,” “Contracting Officer,” and equivalent phrases mean NAR, and the words “Contractor” mean SUPPLIER and the term “Contract” mean the supplier agreement between NAR and the SUPPLIER, except where regulations or the clause dictate otherwise. The Contracts Disputes Act has no application, and any reference to a “Disputes” clause means the dispute resolution clause of the supplier agreement.

Supplier shall include in each lower-tier subcontract the appropriate flow down clauses as required by FAR and DFARS.

52.244-6 — Subcontracts for Commercial Products and Commercial Services (including all listed clauses)

52.212-5 — Contract Terms and Conditions Required to Implement Statutes or Executive Orders— Commercial Products and Commercial Services (including all listed clauses)

52.222-90 – Addressing DEI Discrimination by Federal Contractors

252.244-7000 — Subcontracts for Commercial Products and Commercial Services

252.204-7012 — Safeguarding Covered Defense Information and Cyber Incident Reporting

252.204-7018 — Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services

252.204-7019 — Notice of NIST SP 800-171 DoD Assessment Requirements

252.204-7020 — NIST SP 800-171 DoD Assessment Requirements

252.204-7021 — Cybersecurity Maturity Model Certification Requirements

252.203-7002 — Requirement to Inform Employees of Whistleblower Rights

252.203-7004 — Display of Hotline Posters

252.225-7009 — Restriction on Acquisition of Certain Articles Containing Specialty Metals

252.225-7012 — Preference for Certain Domestic Commodities

252.225-7015 — Restriction on Acquisition of Hand or Measuring Tools

252.225-7021 — Trade Agreements

252.225-7048 — Export-Controlled Items

252.223-7008 — Prohibition of Hexavalent Chromium

252.226-7001 — Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns

252.215-7010 — Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data

252.247-7023 — Transportation of Supplies by Sea

252.246-7003 — Notification of Potential Safety Issues

252.246-7007 — Contractor Counterfeit Electronic Part Detection and Avoidance System

252.246-7008 — Sources of Electronic Parts