

## GENERAL TERMS & CONDITIONS

1. Acceptance – Agreement: Acceptance of this Purchase Order (“Order”) is required on the attached acceptance copy, which must be signed and returned immediately. However, any conduct by Seller recognizing the existence of an agreement also shall be deemed an acceptance without exception of the terms of this Order. Any addition or other modification in these terms or in quantities, prices or deliveries which is contained in any acknowledgment, invoice, other form or communication from Seller is hereby objected to and rejected, notwithstanding Buyer's acceptance of delivery or payment for goods or services.

2. Changes: Buyer may at any time make changes in drawings, designs, specifications, materials, packaging, time and place of delivery, method of transportation or other terms of this Order, which changes Buyer shall document in writing and which Seller shall immediately implement. If any such changes cause an increase or decrease in the cost or the time required for performance, an equitable adjustment shall be reflected in Buyer's written change notice, without which Seller has no authority to proceed. Seller agrees to accept any and all changes subject to this paragraph. Seller shall not make any change in the manufacturing process, services or specifications that would affect product or service quality or integrity without providing prior notification to Buyer. Seller shall communicate any such change notifications at least 30 days prior to implementation via email to [qualitymgmnt.supplier@hyh.com](mailto:qualitymgmnt.supplier@hyh.com). The email must include Supplier Name, Supplier Part Number, O&M Halyard Inc. Part Number (if applicable) and the words “Supplier Change Notification” in the subject line.

3. Termination for Convenience of Buyer: Buyer may at any time terminate this Order or any part hereof for its sole convenience. In the event of such termination, Seller shall immediately stop all work and shall immediately cause its suppliers or subcontractors to cease such work. Seller shall be paid a reasonable termination charge reflecting the percentage of the work performed prior to termination notice, plus actual direct costs resulting from termination. Seller shall not be paid for any work performed after receipt of the termination notice, except that necessary to effect termination, nor for any costs incurred which reasonably could have been avoided. Any claims by Seller under this paragraph must be asserted in writing in detail within thirty (30) days of receipt of Buyer's termination notice.

4. Termination for Cause: Buyer may also terminate this Order or any part hereof for cause if the Seller fails to comply with any of the terms of this Order or is otherwise in default hereunder. In such event, Buyer shall not incur any liability for such termination, and without prejudice to any other remedy Buyer may have, Seller shall be liable to Buyer for any and all damages sustained by reason of the default.

5. Delivery: TIME IS OF THE ESSENCE for delivery of goods and completion of services. For late delivery or completion, in addition to its other rights, Buyer may return goods or terminate all or any part of this Order and charge Seller with all costs, expenses and damages associated with such return or termination. Delivery terms are stated on the front of this Order, but if not, goods shall be delivered F.O.B. (UCC) at Buyer's shipping address. “Incoterms” means Incoterms 2010. UCC means Uniform Commercial Code provisions of applicable law. Buyer has the right to select routes and carriers if the delivery term obligates Buyer to pay or reimburse transportation charges. Buyer may delay delivery and/or acceptance for causes arising beyond its control.

6. Inspection/Testing: Upon notice, Buyer may make inspection visit(s) at the site where the goods are being designed or manufactured or services performed. Upon request, Seller shall provide Buyer with written or verbal reports relating to the status of its performance hereunder. Neither any inspection, testing, delivery nor payment for the goods and services delivered hereunder shall constitute acceptance thereof. Buyer may reject any goods or services which are in Buyer's judgment defective or nonconforming. Goods rejected or those which are supplied in excess of quantities called for herein may be returned to Seller at its expense. In addition, Buyer may charge Seller all expenses of unpacking, examining, repacking and reshipping such goods. In the event Buyer receives goods or services whose defects or nonconformity are not apparent on examination, Buyer reserves the right to require replacement, as well as payment of damages. Nothing in this Order shall relieve the Seller from the obligations of testing, inspection and quality control.

7. Insurance: Seller shall obtain and maintain the following insurance from companies with an AM Best rating of A- or better during the term of this Order: Worker's Compensation Insurance as required by law; Employers' Liability of \$1,000,000 each accident/disease each employee/disease policy limit; bodily injury and property damage general/public liability insurance (including products and completed operations and contractual liabilities) of not less than \$1,000,000 per occurrence; automobile bodily injury liability insurance of not less than \$250,000 per person, and \$500,000 per accident, and property damage liability of \$500,000 per accident, or \$1,000,000 combined single limit, or with such other limits as Buyer may specify in this Order or from time to time in writing. Upon request, Seller shall provide Buyer with a certificate of insurance as satisfactory evidence that such insurance is in effect, listing O&M Halyard Inc. as an additional insured.

8. Indemnification: Seller shall defend, indemnify and hold harmless Buyer against all damages, claims, costs and expenses (including attorneys' fees) related to claims by third parties arising out of or resulting from the goods or services purchased hereunder, or from any act or omission of Seller, its agents, employees or subcontractors or which otherwise arises as a result of Seller's performance of this Order including, without limitation, all liabilities to its employees, agents and subcontractors including, liability for personal injury or death arising out of or resulting from providing such goods or the performance of such services, except to the extent any such liability, damages, claims, costs and expenses are proximately caused by negligent act or omissions or intentionally tortious conduct of Buyer.

9. Patents: Property Rights: Seller shall indemnify, hold harmless, and, if requested by Buyer, defend Buyer against any and all claims, including but not limited to claims of Buyer's customers, that goods or services sold hereunder infringe any U.S. or foreign letters patent, copyright, trademark or any other rights and against any and all claims of unfair competition or trade secret violations, provided Buyer gives Seller prompt notice of any claim or proceeding and, at Seller's expense, gives Seller necessary information and assistance; and Seller shall defend, indemnify and hold Buyer and its customers harmless against any and all expenses, losses, royalties, profits, damages and costs (including attorneys' fees) resulting from any such claim or proceeding, including any settlement. Buyer may be represented by and actively participate through its own counsel in any such claim or proceeding if it so desires.

All copyrightable material arising out of anything done pursuant to this Order shall constitute works made for hire/works made in the course of employment. Seller agrees that this Order constitutes an assignment of such rights to Buyer and agrees without cost or expense to Buyer to take such further appropriate action to assign such rights.

10. Proprietary Information - Confidentiality - Advertising: Unless specifically and comprehensively covered by the confidentiality, nondisclosure and non-use provisions of another document signed by Buyer and Seller (a) all information furnished by Buyer or any other person acting on behalf of Buyer and all information learned or observed about Buyer or its operations through performing this Order is confidential and Seller shall not disclose any such information to any other person, or use such information for any purpose other than performing this Order without Buyer's express written consent and (b) all information in tangible form, including drawings, samples, models, specifications, or other documents provided by Buyer or prepared by Seller for Buyer shall be returned to Buyer promptly upon request. Seller shall not publicize the fact that Buyer has contracted to purchase goods or services from Seller, nor shall any information relating to this Order be disclosed without Buyer's written consent. Unless otherwise agreed in writing, no information disclosed by Seller to Buyer shall be deemed confidential and Seller shall have no rights against Buyer with respect to Buyer's use thereof.

11. Warranties: Seller warrants that all goods and services delivered shall:

- a. be new and of first quality;
- b. be merchantable and free from defects;
- c. conform to specifications, descriptions and other conditions of this Order and the highest standards of the trades or professions involved;
- d. be performed by competent, trained and fully-qualified personnel in a proper and workman-like manner;
- e. be free from liens and encumbrances with good title conveyed upon payment of the purchase price;
- f. be fit and safe for their intended purpose; and
- g. be approved by qualified licensed professionals in the event professional design work is involved.

Seller also warrants that it shall obtain and assign or otherwise provide to Buyer the benefits of warranties and guarantees provided by manufacturers or suppliers of material or equipment incorporated into the goods or services, and shall perform its responsibilities so that such warranties or guarantees remain in full effect.

Seller agrees to promptly replace or otherwise correct, without expense to Buyer, any of the goods or services which do not conform to the foregoing warranties. In the event that Seller fails to promptly make such replacement or correction, Buyer may cause such replacement or correction to be made and charge Seller for all expenses associated therewith. The foregoing warranties and remedies shall be in addition to any warranties or remedies provided by law and shall survive inspection, test, acceptance, and payment.

12. Entire Agreement: This Order, and any documents referred to on the face hereof, constitute the entire agreement between the parties superseding all previous negotiations or agreements relating to the subject matter. Seller shall promptly notify Buyer of any discrepancies or conflicts appearing in this Order or in the documents.

13. **Assignments and Subcontracting:** Seller may not subcontract any part of this Order beyond that customary in the conduct of its business without Buyer's prior written consent. Neither party may assign this Order or amounts due hereunder without the prior written consent of the other party.

14. **Waiver:** Buyer's failure to insist on performance of any of the terms of this Order, its failure to exercise any right or privilege or its waiver of any breach hereunder shall not effect a waiver of any other right or privilege, whether of the same or similar type.

15. **Compliance with Law: Warranties:** Seller warrants that all goods shipped hereunder have been produced and all services performed are in compliance with applicable local, state (or province) and federal law, rule, regulation, standard or code including (where appropriate), but not limited to, the Fair Labor Standards Act, environmental protection and occupational health and safety and the rules and regulations which Buyer has in effect at its facilities if Seller's work or services are performed at such facilities. Seller shall be responsible for assuring compliance with such laws, rules, regulations, standards, and codes by all employees, subcontractors, and agents that it may engage in connection with this Agreement. Seller also warrants that it shall not do anything which would cause the work environment for Buyer's agents or employees not to be in compliance with the law. For purchases of goods or services subject to such provisions (a) Seller's invoices shall contain a certification substantially as follows: "Seller represents that these items were produced in compliance with all applicable requirements of the Fair Labor Standards Act and of regulations and orders of the U.S. Department of Labor issued thereunder" and (b) Seller certifies and warrants that in the performance of this Order, Seller shall at all times comply with the provisions of all federal, state and local laws, regulations, rules and orders. Any provision which is required to be a part of this Order by virtue of any such law, regulation, rule or order relating to obligations of government contractors and subcontractors is incorporated herein by reference: including the OFCCP Rules and Regulations, 41 CFR 60-1, et. seq., (including the reporting, record keeping and affirmative action program requirements) incorporating the Equal Opportunity Clause of Executive Order 11246, as amended, the maintenance of non-segregated facilities, Section 402 of the Vietnam Era Veterans' Readjustment Act of 1974, as amended (38 U.S.C. 4212), Section 503 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 793), and their respective implementing regulations at 41 CFR part 60, Executive Order 13465 (Employment Eligibility Verification), Executive Order 13496 (Employee Rights Under National Labor Relations Act), Executive Order 11701 relating to the employment of veterans, and Executive Orders 11625 and 12138 relating to participation by minority and women-owned businesses and the utilization of concerns owned and controlled by socially and economically disadvantaged individuals.

Equal Employment Opportunity: Buyer and Seller shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, the noted regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

Seller acknowledges that design plans, technical information and related items provided to Seller by Buyer may be subject to United States export administration laws and regulations. Seller further warrants that it shall not permit any of these items to be used, downloaded, exported, or re-exported in violation of these laws, and shall not permit them to be used by a citizen or resident of any country on which the US has placed an embargo or by any disqualified party named on a list maintained by the United States government, including, but not limited to, the Treasury, State, or Commerce Departments. Seller also warrants that it will not engage in activities that support boycotts in other countries (when the boycotts are not sanctioned by the United States), or engage in any other restrictive trade practices in violation of US export administration laws and regulations.

Unless otherwise noted on the face hereof, Seller is solely responsible for export compliance for all Goods and Services provided under this Order, including, but not limited to, export clearance of direct shipments to a non-US location. No provision herein and no action required by this Order is operative or shall apply to the extent it would cause either party to take any action or inaction penalized or prohibited under the US Export Administration Regulations or Section 999 of the Internal Revenue Code.

Upon request, Seller agrees to provide the following information for each item: (i) Harmonized Tariff Schedule of the United States classification or Harmonized System classification at the six-digit level, (ii) US Export Control Classification Number (or, if appropriate, US Munitions List Category), (iii) Any government classification or commodity jurisdiction determinations (for example, customs ruling, US Bureau of Industry and Security C-CATS) including decision number, date, and text, (iii) Country of Origin, (iv) Any preferential trade agreements under which the good originates, (v) Certificates of Origin or certifications or declarations of preferential origin eligibility, (vi) Chemical Abstracts Service number, (vii) Material Safety Data Sheet, (viii) Support for the above upon request

16. **Foreign Corrupt Practices Act:** Seller (i) shall not offer or give, directly or indirectly through any agent or intermediary, anything of value to any person to encourage that person to perform his or her job duties or functions improperly or to reward that person for having done so ("Improper Payment") in violation of any anti-corruption law applicable to Seller, (ii) shall conduct its business in compliance with the requirements of the US Foreign Corrupt Practices Act and the United Kingdom's Bribery Act of 2010 (even if these laws are not otherwise applicable to Seller) and (iii) shall maintain books and records that are accurate and complete. In

the event that Seller is found to have made any Improper Payment, then Buyer shall have the right to terminate this Order for cause, and, in addition to any other right Buyer may have, to recover (i) the amount or value of the Improper Payment, and (ii) any fines or expenses incurred in connection with the Improper Payment. Seller shall indemnify and hold harmless Buyer from any costs, fees, interest payments, fines or other liabilities incurred in connection with or arising from the investigation of or defense against any litigation or other judicial, administrative or other legal proceedings brought against Buyer arising from acts or omissions of Seller or any of its subcontractors or agents in violation of, or alleged to be in violation of, the anti-corruption law of any jurisdiction

17. Supplier Social Compliance Standards (SSCS): Seller warrants that (i) it understands and is in full compliance with Buyer's Supplier Social Compliance Standards and (ii) it shall comply with Buyer's requests for demonstration of compliance. In the event that Seller is found to not be in compliance with all Supplier Social Compliance Standards, then Buyer shall have the right to terminate for cause this Agreement and any Orders issued hereunder, and to recover, in addition to other rights outlined in this Agreement, any fines or expenses incurred in connection with Seller's non-compliance. Seller shall indemnify and hold harmless Buyer from any costs, fees, interest payments, fines or other liabilities incurred in connection with or arising from the investigation of or defense against any litigation or other judicial, administrative or other legal proceedings brought against Buyer arising from acts or omissions of Seller or any of its subcontractors or agents. SSCS shall mean O&M's Supplier Social Compliance Standards located at [https://www.halyardhealth.com/media/173702/halyard\\_supplier-social-compliance-standards.pdf](https://www.halyardhealth.com/media/173702/halyard_supplier-social-compliance-standards.pdf) as may be amended from time to time in O&M's sole discretion.

18. Customs-Trade Partnership Against Terrorism: The following provisions are applicable to all Orders that require goods to be imported into the United States: Buyer is certified by the U.S. Customs Service as compliant with the Customs-Trade Partnership Against Terrorism program ("C-TPAT"). Seller shall familiarize itself with the applicable standards of the C-TPAT program ([http://www.cbp.gov/xp/cgov/trade/cargo\\_security/ctpat/](http://www.cbp.gov/xp/cgov/trade/cargo_security/ctpat/)). To the extent it deals with Buyer in the supply chain of products to be imported into the U.S., Seller shall implement a verifiable, documented program that complies with (i) C-TPAT standards, including, but not limited to, completion of a supply chain security self-assessment on an annual basis, and (ii) Buyer's requests that Buyer reasonably believes are necessary to maintain its C-TPAT certification, including, but, not limited to, unannounced physical site assessments. Seller shall immediately notify Buyer if Seller becomes aware that it is not in compliance with C-TPAT standards. Failure by Seller to comply with the obligations in this paragraph shall give Buyer the right to terminate this Order, in whole or in part, without liability, upon written notice to Seller, notwithstanding any provision of this Order to the contrary.

19. Liens: Seller agrees that it shall not file any liens as a result of producing goods or services hereunder and that it shall not permit its subcontractors or other suppliers from filing such liens. Upon request, Seller shall provide Buyer with lien waivers for itself, its subcontractors and other suppliers in a form satisfactory to Buyer, who may withhold any payment(s) otherwise due until it has received reasonable assurances that all of Seller's obligations respecting the goods or services have been paid. If a lien is filed, Seller shall cooperate fully with Buyer, at Seller's expense, to cause the lien to be removed.

20. Independent Contractor: Seller, its subcontractors and other suppliers, shall at all times be independent contractors and no express or implied representations to the contrary shall be made. Seller shall at all times retain exclusive liability for wages and all employment-related obligations due its employees and shall indemnify Buyer for any liability arising therefrom.

21. Governing Law: The interpretation, validity and enforcement of this Order shall, at the sole election of the Buyer, be governed by the laws of either the State of Georgia, USA, or the state, province or comparable political entity in which Buyer's facility receiving the goods or services is located, irrespective of conflict of laws rules. The United Nations Convention on Contracts for the International Sale of Goods shall not be applicable to the Order.

22. Statute of Limitations: All rights of Seller to commence any court action or proceeding with respect to this Order shall terminate one (1) year after the cause of action has accrued.

23. Expenses of Litigation: In the event Buyer is involved in any litigation with respect to this Order, Buyer shall recover from Seller its costs and attorneys' fees incurred in enforcing or defending its rights hereunder.

24. Captions: Captions preceding particular sections are for convenience only and are not to be construed as part of this Order or as a limitation of the scope of a particular section to which they refer.

25. Language: The parties have requested that this Agreement and all Documents, communications and documents relating thereto be expressed in the English language. Les parties ont exigé que la présente convention ainsi que tous documents s'y rattachant soient rédigés dans la langue anglaise.