1. **Compliance with Laws.** Supplier shall comply with all applicable international, national, federal, state, local laws and ordinances now or hereafter enacted, including (a) international anti-corruption laws, such as the Foreign Corrupt Practices Act 15 U.S.C. § 78dd-1, et seq. and the United Kingdom Bribery Act and the Criminal Law of the People’s Republic of China anti-corruption provisions; (b) export controls, economic sanctions and customs laws of the United States and the People’s Republic of China and other applicable jurisdictions and (c) the U.S. Defense Production Act of 1950, and all rules and regulations promulgated pursuant thereto (the “DPA”). Without limiting the generality of the foregoing, Supplier represents and warrants that it is not a party or deemed a party included in the U.S. Department of Commerce’s Denied Persons List, Entity List or Unverified List; or the U.S. Department of Treasury’s Specially Designated Nationals and Blocked Persons List; or the U.S. Department of State’s Debarred Persons List; or is otherwise a designated party by the U.S. government or any of its agencies as a party with which it is unlawful to do business. Supplier shall not make or offer any payments or transfers of anything of value which have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining or retaining business or any improper advantage. In no case shall Supplier contract with, engage, or otherwise involve a party subject to sanctions or designated by any U.S. or non-U.S. government as a restricted party in connection with any shipment or transaction in furtherance of this Agreement. Supplier acknowledges and agrees that the PPE shall be legally marketed or otherwise authorized for use in the United States. Without limiting the generality of the foregoing, Supplier acknowledges and agrees that: (a) all PPE shall be cleared or otherwise class I devices exempt from 510(k) clearance requirements; (b) all PPE shall be duly registered and manufacturing establishments shall be duly registered with the U.S. Food and Drug Administration (“FDA”); (c) all PPE shall be manufactured in compliance in all material respects with all FDA Quality System Regulations (“QSR”) requirements outlined in 21 C.F.R. Part 820; and (d) all PPE shall meet the written specifications established for the manufacture of product approved by the manufacturer. In light of the COVID-19 pandemic, the scope of this agreement shall also encompass PPE legally authorized to enter the United States that do not meet the foregoing provisions but are legally imported and distributed in accordance with an Emergency Use Authorization issued by the FDA or under a grant of Enforcement Discretion specific to the pandemic.

2. **Warranties.** Supplier warrants that the PPE: (a) will conform to the specifications set forth herein and to the extent there are no directly relevant specifications, to high industry standards; (b) will be manufactured in compliance with any and all government and industry standards for assuring the quality of the PPE and such other reasonable requirements as may be appropriate in the industry; (c) will be manufactured in compliance with all applicable laws, rules, regulations, codes, ordinances and orders and (d) is not subject to a “rated order” under or pursuant to the DPA and/or the regulations promulgated under the Health Resources Priorities and Allocations System; and (e) is not being diverted to or is not subject to such a “rated order.” Supplier further warrants that it shall have good and marketable title to the PPE and shall have the unrestricted right to sell the PPE to SFDC, and, upon passing title to the PPE to SFDC, there will be no liens, claims or encumbrances upon the PPE of any kind whatsoever. During the applicable warranty period, Supplier will test, remedy and/or replace, without charge to SFDC, any and all portions of the PPE which SFDC finds to be defective or non-conforming. If Supplier is unable to remedy any defective or non-conforming PPE within a reasonable period of time, SFDC may (a) terminate this Agreement, (b) return all or part of the defective or non-conforming PPE to Supplier and/or (c) keep the defective or non-conforming PPE. SFDC shall have no payment obligation and/or shall be entitled to a refund for defective or non-conforming PPE. All costs of inspection and all shipping and delivery costs related to the return of defective PPE or the delivery of replacement PPE must be paid by Supplier.

3. **Inspection.** The parties acknowledge that no sale is deemed completed until the PPE furnished by Supplier has been inspected, accepted and approved by SFDC or SFDC’s designee, whether paid for or not. All PPE not complying with the warranties provided in Section 2 may be rejected by SFDC and returned or held at Supplier’s expense and risk of loss or damage incidental to the return or disposal of such PPE by or on behalf of Supplier. SFDC will endeavor to promptly notify Supplier of SFDC’s rejection of all or any part of a shipment. Notwithstanding the provisions of this Section 3, any acceptance of PPE by SFDC is without prejudice to any rights which SFDC may have hereunder and all applicable laws.

4. **Delivery, Packing, and Shipment.** Delivery of the PPE shall be acquired, packed, exported, shipped, transshipped, imported and/or delivered strictly in accordance with the schedule set forth herein. Any delays in shipment shall be reported immediately by Supplier to SFDC. No partial deliveries or deliveries of additional items shall be made without SFDC’s express prior written consent. All PPE to be shipped shall be prepared for shipment according to SFDC’s instructions, if any, and otherwise in a manner that follows good commercial practice, is acceptable to common carriers, and is adequate to ensure safe arrival. Supplier shall mark all containers with necessary lifting, handling and shipping information, purchase order number, country of origin of the PPE (with a statement such as “Made in China” or “Product of China”), date of shipment and the names of SFDC and Supplier. Unless otherwise specified herein, all shipments shall be Incoterms 2020 DDP, with delivery, transfer of title, and risk of loss at the place of designated destination. Notwithstanding any prior inspections, Supplier bears all risk of loss, damage, or destruction until acceptance of PPE by SFDC.
5. **Price.** All applicable customs fees, shipping expenses, direct and indirect taxes, duties and similar levies, excluding value added tax (VAT), shall be included in the estimated project costs contained in the invoice and shall be clearly identified on applicable invoices. For purposes of these Terms, “indirect taxes” mean sales tax, use tax, value added tax (VAT), goods and services tax and/or consumption tax which Supplier may have an obligation to charge and collect from SFDC. Supplier is not responsible for a change in the indirect taxes resulting from a change in any code or regulation implemented after the submission of the estimated project cost.

6. **Payment Terms.** Supplier shall invoice SFDC and invoice shall include reference to: (i) the SFDC entity, (ii) the valid purchase order number, (iii) a description of the items, quantities, and unit prices for all PPE invoiced; (iv) the name of the individual from SFDC who ordered the PPE, (v) the contact information for an authorized representative of the Supplier, and (vi) any applicable VAT information (including the VAT code listed in the Affiliate Purchasing Guidelines, if any). Each invoice must reference only one (1) purchase order number, and Supplier shall submit a separate invoice for each Purchasing Document.

7. **Confidentiality.** As used in these Terms, “Confidential Information” means all information disclosed by a party (the “Disclosing Party”) to the other party (the “Receiving Party”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of each party shall include the terms and conditions of this Agreement and any business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party. During the term of this Agreement and for five (5) years thereafter, the Receiving Party shall: (i) use at least the same degree of care to protect the Disclosing Party’s Confidential Information that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care), (ii) not disclose any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (iii) limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Additionally, Supplier shall provide prompt notification to SFDC of any unauthorized access to or disclosure of SFDC Confidential Information. If the Receiving Party is compelled by law or any listing or trading agreement concerning its publicly-traded securities to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party’s cost, if the Disclosing Party wishes to contest the disclosure. Upon termination or expiration of this Agreement, or at the request of SFDC at any time during or after the termination of expiration of this Agreement, Supplier will deliver to SFDC or destroy and certify destruction (at SFDC’s election and in the manner designated by SFDC) of all SFDC Confidential Information.

8. **No Publicity.** Supplier shall not issue any press release or make any public statement relating to the subject matter of this Agreement (including naming SFDC as a customer of Supplier) without SFDC’s prior written approval. Any references to SFDC or use of any SFDC logo (including the SFDC-certified logo), brand or trademark (whether publicly or otherwise) are prohibited without SFDC’s prior written approval.

9. **Indemnification.** Subject to applicable law, each party’s sole indemnification obligation shall be as follows: (a) Supplier shall indemnify, defend (at SFDC’s option), and hold harmless SFDC and its affiliates, and each of their officers, directors, employees and agents from and against all third-party claims, demands, suits, causes of action, awards, judgments and liabilities, including reasonable attorneys’ fees and costs, (collectively “Claims”) arising out of or alleged to have arisen out of such party’s violation of applicable laws (including any breach by Supplier of its obligations set forth in Section 1 above).

10. **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXCEPT FOR LIABILITY ARISING AS A RESULT OF EITHER PARTY’S VIOLATION OF APPLICABLE LAWS, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR DAMAGES FOR ANY CAUSE WHATSOEVER IN AN AMOUNT IN EXCESS OF THE AMOUNTS PAID OR DUE TO SUPPLIER UNDER THIS AGREEMENT. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXCEPT FOR LIABILITY ARISING AS A RESULT OF EITHER PARTY’S VIOLATION OF APPLICABLE LAWS, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES ARISING FROM ANY CLAIM OR ACTION HEREUNDER, WHETHER BASED ON CONTRACT, TORT OR OTHER LEGAL THEORY.

11. **Relationship of the Parties.** At all times Supplier shall be acting as an independent contractor, and shall not be construed or deemed to be an employee, agent, partner, associate or joint venturer of SFDC within the application of any federal, state, city or local laws or regulations. Neither party has authority to assume or create any obligation or representation, express or implied, on behalf of or in the name of the other party, except as specifically provided herein.
12. **Survival.** Any term or condition which by its nature is clearly intended to survive the expiration or termination of this Agreement shall survive any expiration or termination of this Agreement, including Confidentiality, Indemnification and Limitation of Liability Sections.

13. **Assignment.** Neither party may assign any of its rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of the other party.

14. **Governing Law.** This Agreement, and any disputes arising out of or related hereto, shall be governed exclusively by the internal laws of the state of California, without regard to its conflicts of laws rules.