



NORTH AMERICAN RESCUE®

SUPPLIER TERMS

By supplying products or services to North American Rescue, LLC (**NAR**), you agree to these terms. NAR may revise these terms at any time. Supplies by authorized suppliers are governed by their supplier agreement with NAR. **ALL ORDERS ARE SUBJECT TO THE SOUTH CAROLINA UNIFORM ARBITRATION ACT (TITLE 15 CHAPTER 48).**

Supplier guarantees, represents, and warrants each article or service provided by Supplier or its authorized agents (collectively, **Products**) to or for NAR are: (i) in compliance with all applicable laws, ordinances, regulations, rules, codes, orders and requirements (collectively, **Legal Requirements**), including the U.S. Federal Food, Drug, and Cosmetic Act regarding adulteration, misbranding, and articles prohibited from interstate commerce; (ii) free from defects in materials and workmanship and perform in accordance with published specifications; and, (iii) are merchantable. Supplier hereby guarantees, represents, and warrants Supplier has proper legal title to the Products and all information provided with the Products is complete and accurate.

Supplier shall indemnify, defend, and hold NAR and its customers harmless for and against any and all liabilities, losses, damages (including, actual, punitive and exemplary damages), claims, costs, expenses, interest, awards, judgments, and penalties (including attorneys' and consultants' fees and expenses) suffered or incurred by NAR or its customers arising or resulting from any:

1. Claim of trademark, trade dress, trade secret, copyright, patent, or other intellectual property infringement relating to any Product (except to the extent arising or resulting from intellectual property supplied by NAR);
2. Product liability claim relating to any Product;
3. Breach by Supplier of any obligation to NAR or any inaccuracy of any representation made by Supplier to NAR;
4. Negligent or willful action or omission of Supplier or any of its agents, employees, representatives, successors or assigns in connection with the manufacture, development, sale, distribution, storage, or dispensing of the Products;
5. Action for the recall or seizure of the Products; or
6. Claim of false, misleading, or deceptive advertising, or similar claims relating to the Products.

While selling Product to NAR, Supplier shall maintain (and if any policy is on a claims-made and reported form, for three years thereafter) comprehensive occurrence general liability insurance, including occurrence product liability, contractual liability insurance, and advertising injury

35 Tedwall Court • Greer, South Carolina 29650-4791
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coverage, with minimum limits of liability of \$1,000,000 (or, if supplying restricted or prescription drugs or devices, \$3,000,000). Insurance coverage must be procured from an insurance company bearing an AM Best Rating of no less than B+ or a S&P Rating of no less than BBB.

If there is a recall of a Product, NAR's affected inventory will be returned to Supplier, at Supplier's expense, for a full credit with no penalties. Supplier will administer the recall, including contacting NAR's customers and covering the cost of any shipping or destruction costs, as applicable. Supplier will repair, replace, or refund NAR's customers for recalled Products.

Supplier shall provide notice to NAR of any regulatory action related to Products sold to NAR. As applicable, Supplier shall be responsible for notifying the appropriate governmental authorities of any customer complaints or other occurrences regarding the Products, evaluating all complaints and responding to NAR in writing on the resolution of any complaints from NAR for its customers.

NAR's purchase of Products is expressly made conditional on Supplier's assent to these terms and conditions. Statements, clauses, or conditions modifying, adding to, or inconsistent with these terms and conditions contained in any document (e.g., invoice, order confirmation) submitted by Supplier are void, and do not become part of the agreement between NAR and Supplier without NAR's express written acceptance. NAR's purchase of any Product shall not be construed as assent to any of the terms and conditions proposed by Supplier and will not constitute a waiver by NAR of any of NAR's terms and conditions.

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.

Supplier represents it is not on any restricted party list, including the Denied Persons List and Specially Designated Nationals List, and warrants it will immediately notify NAR if it becomes listed.

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

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The provisions of these terms and conditions 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.

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@narescue.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 \(Employment/Services 2018\)](#) 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.

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