

Proterial Cable America, Inc

High Performance Medical Solutions Division

F-SA-003	PO Terms and Conditions		
Issued by: Jessica Frink		Effective Date: 6/26/2025	Rev. G Pg. 1 of 3
Approved: 6/23/2025 8:08 AM - Matthew LeBrun, Quality and Compliance Manager			

The following additional terms and conditions are incorporated into and made a part of that certain Purchase Order (the "Purchase Order") of HPMS (the "Buyer") to which these terms and conditions are attached (such Purchase Order and these terms and conditions shall be collectively referred to as the "Agreement"). By accepting and filling the Purchase Order, the seller of such goods (the "Seller") shall be deemed to have acknowledged Seller's agreement to the terms of this Agreement.

1. **Seller's Acceptance and Entire Agreement.** This Agreement is entered into between the parties for the purchase and sale of certain goods as set forth on the Purchase Order (hereinafter the "Goods"). This Agreement shall be deemed accepted by Seller upon Seller's acceptance of the Purchase Order and supply of the Goods. Acceptance of this Agreement shall be limited to the terms and conditions contained herein, and this Agreement constitutes and represents the entire agreement between the parties with respect to the subject matter hereof. No change to or modification of this Agreement shall be binding upon Buyer unless in writing and signed by an authorized representative of Buyer. Buyer rejects any and all additional or inconsistent terms and conditions offered by Seller at any time, whether or not such terms or conditions materially alter this Agreement. Seller acknowledges that all terms as to quantity, quality, other specifications, and time of delivery are material elements of this Agreement and must be strictly complied with. Time is of the essence of this Agreement, and each and every term and provision hereof.

2. **Deliveries and Shipments.** Seller shall manufacture and deliver the Goods in accordance with Buyer's specifications and the terms of this Agreement. Seller shall give notice of shipment of the Goods to Buyer not less than seven (7) days in advance of shipment. Buyer shall have the right, at any time, to inspect the Goods prior to shipment. In the event that Seller should fail to make timely delivery in accordance with the terms of this Agreement of all or any portion of the Goods, or if any of the Goods delivered to Buyer are defective or not in conformity with the terms of this Agreement in any manner, then Buyer may retain all or any portion of the Goods delivered under this Agreement and return, at Seller's sole cost and expense, those Goods not retained, all without waiver of any claim which Buyer may have for Seller's breach including, but not limited to, the right to damages and the right to cancel this Agreement. A breach of this Agreement by Seller shall also constitute a breach by

Seller of any other contract between Seller and Buyer entitling Buyer, in addition to any and all other remedies which Buyer may have, to immediately cancel such other contract.

3. **Price Changes.** The price of the Goods may not be increased for any reason whatsoever including, but not limited to, any changes in the cost of labor or materials affecting the Goods, without Buyer's prior written consent.

4. **Inspection of Goods.** Notwithstanding payment, passage of title, prior inspection, or test, all Goods are subject to final inspection and acceptance or rejection by Buyer at Buyer's facilities, it being understood and agreed that payment, passage of title, prior inspection, and/or test shall not constitute acceptance of the Goods by Buyer. Buyer may charge Seller the expense of unpacking, examining, repacking, storing, and reshipping any Goods found to be defective or not in conformity with the terms of this Agreement. In addition to Buyer's other rights under this Agreement including, without limitation, any right to damages, (a) Buyer may require Seller to replace any Goods which Buyer is entitled to reject hereunder or grant a full refund or credit to Buyer in lieu thereof; and (b) Buyer may replace any Goods or work which Buyer is entitled to reject under this Agreement with other goods or work. In addition to the foregoing, at all reasonable times, including the period of manufacture, Buyer may inspect and/or test the Goods to be furnished hereunder at the places where the work is being performed, including those of Seller's suppliers, and Seller shall provide, without additional charge, reasonable facilities and assistance for Buyer's safe and convenient inspection and test. Buyer may inspect one hundred percent (100%) or a sample of all Goods or any lot of Goods at Buyer's option, and Buyer shall have the right to reject all or any portion or lot of Goods if any such inspection reveals them to be defective or nonconforming.

5. **Changes in the Work.** Buyer may, at any time, without notice to any person, and by a written change order, make changes in any one or more of the following: (a) Buyer's drawings, designs, and/or specifications; (b) method of shipment or packing of the Goods; (c) place and/or time of inspection, delivery, and/or acceptance of the Goods; (d) the quantity and/or type of Goods ordered; and/or (e) the work or service schedule with which Seller is obligated to comply. If any such change causes an increase or decrease in the cost of, or time required for, performance of this Agreement, whether or not changed by the Agreement,

an equitable adjustment shall be made in the price or delivery schedule or both, and this Agreement shall be modified accordingly. No claim by Seller for adjustment hereunder shall be allowed unless made in writing for a specified amount within twenty (20) days from the date that any change order is received by Seller. Notwithstanding the foregoing, or any other provision of this Agreement, Seller hereby agrees that no changes to the Goods that may be required in order to meet the specified performance requirements of this Agreement shall entitle Seller to any adjustment in either price or delivery.

6. **Stop Work Orders.** Buyer may, at any time, by written stop work order, require Seller to stop all or any part of the work under this Agreement for a period of up to ninety (90) days after delivery of such stop work order, and for any further period as the parties may agree in writing. Immediately upon receipt of such stop work order, Seller shall comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work being stopped. At any time during such period, Buyer may, in whole or in part, either cancel the stop work order, or terminate the work in accordance with the terms and provisions of this Agreement. To the extent that the stop work order is canceled or expires, Seller shall resume work and complete Seller's required performance hereunder.

7. **Seller's Warranties.**

(a) Seller warrants and represents to Buyer, its successors and customers, that Seller will undertake its best efforts to ensure that all Goods furnished to Buyer will be free from defects in material and workmanship; will conform to applicable drawings, designs, specifications, and samples; will meet all functional and performance requirements; and, to the extent that this Agreement calls for services to be performed, Seller warrants and represents that Seller will undertake its best efforts to ensure that such services will meet all of the requirements of this Agreement, and will be performed to the highest standards of workmanship in the industry. Seller agrees to cooperate with Buyer at all times in good faith in order to achieve Buyer's specifications and objectives.

(b) Seller warrants and represents that the Goods are of excellent quality, are safe for human use, are merchantable, and are fit for the purposes for which such goods are used, and that the Goods, as well as their purchase, use, and sale by Buyer, will not infringe upon or violate any patent, copyright, trademark, service mark, or other proprietary right of any kind whatsoever. Seller hereby agrees to indemnify and hold

Buyer harmless from any and all claims for patent infringement or other intellectual property claims related to the Goods and/or resulting from Seller's performance hereunder including, without limitation, any damages which result from such claims. Seller warrants and represents that the title of the Goods conveyed shall be good and its transfer rightful, and that the Goods shall be delivered free from any security interest or other lien or encumbrance of any kind. Seller warrants and represents that none of the Goods furnished under this Agreement are surplus, used, remanufactured, reconditioned, or of such age or so deteriorated as to impair the usefulness or safety thereof.

(c) Seller warrants and represents that all Goods furnished under this Agreement, and all labeling, tagging, manufacturing, and testing thereof, will comply with all applicable federal and state laws, rules, regulations, orders, and ordinances from time to time in effect. Seller shall, at Seller's sole cost and expense, execute and furnish Buyer with appropriate written certificates of compliance with such laws, rules, regulations, orders, and ordinances. Seller also warrants and represents that all labels and tagging, if any, will contain adequate and accurate information with respect to the use, safety, and treatment of the Goods, and will not be misleading in any way.

(d) Seller agrees to notify HPMS for any changes to sources of material and parts, changes in manufacturing processes, test procedures, manufacturing locations, relocation of replacement equipment and similar changes.

8. Protection of Buyer's Label. Except for sales to Buyer under this Agreement, Seller may not sell or otherwise dispose of any Goods (including, but not limited to, any goods that are rejected or returned by Buyer or that are not delivered) bearing any trademark, trade name, or other proprietary mark or notation of Buyer. All labels furnished to Seller, if any, shall constitute the sole and exclusive property of Buyer, and any such labels which are not affixed to the Goods in accordance with Buyer's requirements shall be immediately returned to Buyer.

9. Termination. Buyer may terminate this Agreement, in whole or in part, in the event that (a) Seller should default under any of the terms hereof; (b) Seller should fail and/or refuse to perform in accordance with any of the requirements of this Agreement or make progress or timely delivery of the Goods so as to endanger performance hereunder; or (c) Seller should become insolvent or suspend any of its operations, or if any petition should be filed or proceeding

commenced by or against Seller under any state or federal law relating to bankruptcy, arrangement, reorganization, receivership, and/or assignment for the benefit of creditors. Any such termination shall be without liability to Buyer except for those Goods which have been completed by Seller and delivered to and accepted by Buyer in accordance herewith. Seller shall be liable for any and all damages caused by or resulting from Seller's default including, but not limited to, excess costs of locating and procuring replacement Goods. Termination of this Agreement, or any part hereof, by Buyer shall be without prejudice to any other rights and remedies of Buyer, and Buyer's rights and remedies shall be cumulative and non-exclusive.

10. Payment Terms. The total purchase price for the Goods is specified on the face hereof. Buyer shall deliver to Seller twenty five percent (25%) of the total purchase price (the "Deposit") concurrent with the Purchase Order. Upon Seller's receipt of the Deposit, Seller shall commence the manufacture of the Goods and deliver the same to Buyer in conformance with Buyer's specifications and this Agreement. Seller shall bear the risk of loss for all Goods provided by Seller from the time said Goods are placed in the possession of a carrier for shipment to Buyer until said Goods have been accepted by Buyer as provided herein, and Seller shall indemnify and hold Buyer harmless from any damage or casualty to the Goods during the time when the risk of loss is borne by Seller as set forth above. Seller shall be solely responsible for any and all costs related to the shipment and delivery of the Goods including, but not limited to, the costs of freight, insurance, and storage, if any. Upon Buyer's acceptance of the Goods, Buyer shall deliver to Seller the balance of the purchase price attributable to the delivered Goods.

11. Indemnification by Seller. Buyer shall not be liable to Seller, its affiliates, directors, officers, employees, agents, or other representatives, or to subsequent purchasers or ultimate users of the Goods, or to any other person for any claims, liabilities, losses, demands, suits, damages, or expenses including, without limitation, reasonable attorney fees and expenses, and liabilities of whatsoever kind or nature imposed on, incurred by, or that may be asserted against any of the foregoing in connection with or arising out of the manufacture or use of the Goods. Seller shall indemnify and hold Buyer harmless from and against any claims, liabilities, losses, demands, suits, damages, and expenses including, but not limited to, reasonable attorney fees and expenses, and

liabilities of whatsoever kind or nature imposed on, incurred by, or that may be asserted against Buyer in connection with or arising out of the performance, safety, manufacture, or use of the Goods.

12. Force Majeure. Buyer shall not be in default or breach of this Agreement for any delay or failure to perform hereunder due to causes beyond Buyer's control including, but not limited to, acts of God, fire, earthquake, flood, explosion, strike, labor disturbance, civil commotion, acts of government, government agencies, and/or government officials, or any shortage or failure or delays in the delivery of materials, supplies, labor, or equipment.

13. Modification and Rescission. No modification or rescission of any term or condition hereof shall be of any force or effect unless and until such modification or rescission is reduced to writing and signed by both Seller and Buyer, and no modification shall be affected by the acknowledgment or acceptance of any invoice or other forms containing terms and conditions at variance with or in addition to those set forth herein.

14. Waiver. A waiver by any party of any provision of this Agreement, whether in writing or by course of conduct or otherwise, shall be valid only in the instance for which it is given, and shall not be deemed a continuing waiver of said provision, nor shall it be construed as a waiver of any other provision hereof.

15. Titles and Headings. Titles and headings of paragraphs of this Agreement are for convenience and reference only, and shall in no way define, limit, or otherwise affect the construction of any provision of this Agreement.

16. Governing Law. This Agreement, and all matters related hereto including, but not limited to, any matter or dispute arising out of this Agreement, shall be interpreted, governed, and enforced according to the laws of the State of Rhode Island, and the parties hereby consent to the jurisdiction of any appropriate court in the State of Rhode Island.

17. Further Instruments. The parties hereto agree to execute such additional documents and take such further actions as may reasonably be required to carry out each of the provisions and the intent of this Agreement.

18. Attorney Fees. In the event that either party brings suit to enforce or interpret this Agreement, or brings suit for damages on account of the breach hereof, the prevailing party shall be entitled to recover from the other party or parties the prevailing party's reasonable attorney fees and costs incurred in any such action in addition to any other

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relief to which the prevailing party is or may be entitled.

19. Severability. Whenever possible, each provision of this Agreement and every related document shall be interpreted in such manner as to be valid under applicable law; however, if any provision of this Agreement shall be invalid or prohibited under said applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provision or the remaining provisions of this Agreement.

20. Assignment or Subcontracting. Any assignment or subcontract for any of the Goods and/or labor required of Seller under this Agreement shall be void unless first consented to by Buyer in writing.

21. Business Conduct and Ethics. The Buyer maintains a robust business ethics and conducts program. Seller shall not offer any gifts or gratuity to Buyer's employees, their families, customers or their representatives in a manner inconsistent with this program.

Seller agrees that it will adhere to similar standards of ethical behavior including developing a suitable system for identifying and reporting possible violations and agrees it will invoke similar requirements on its lower-tier subcontractors.

Note: All raw materials, additives, colorants, etc. require Certification of Conformance (either with shipment or by fax / e-mail prior to receipt) which includes, at minimum: Product Name and/or Number and Lot and/or Batch Code.