

**F9 BRANDS STANDARD TERMS AND CONDITIONS
FOR PURCHASE OF GOODS AND MATERIALS**

Effective 2024

These terms and conditions ("**Terms**") are issued by F9 Brands, Inc, on behalf of its affiliated companies, including but not limited to Cabinets To Go, LLC ("**CTG**"), Gracious Home ("**GH**"), and Southwind Building Products ("**SBP**"), (F9 Brands, Inc, and its affiliates are hereinafter collectively referred to as "**F9 Brands**" in these Terms) and will apply to each Purchase Order issued by us and supply or other agreement, including, without limitation, a Master Supply Agreement (referred to as a "**Purchase Order**" or an "**Agreement**") and the Supplier Manual ("**Supplier Manual**"), to which these Terms are attached or incorporated by reference with respect to parts, goods and materials and any services incidental thereto ("**Products**"). By accepting such Agreement, you agree you have read and will be bound by these Terms. These Terms will be valid without signature and can be found at www.cabinetstogo.com, www.gracioushome.com, and www.southwindfloors.com ("**Website**"). We may hereafter revise these Terms, from time to time, by posting revisions on the Websites, and such revisions shall be binding on both parties upon posting. You agree that you will check the Websites for any revisions to these Terms. No change, waiver, or consent with respect to these Terms will be binding on us unless contained in a separate writing signed by our Chief Executive Officer or our Chief Financial Officer.

1. Acceptance and Formation of Contract. Any Purchase Order we issue is our offer and is limited to these Terms and those terms specifically reflected in our Purchase Order. Our issuance of a Purchase Order is not an acceptance of any offer to sell or quotation you have provided to us. Any conduct by you recognizing the existence of a contract pertaining to the subject matter of a Purchase Order will constitute your acceptance of our Purchase Order and these Terms. Any terms or conditions proposed in your acceptance of this offer that add to, vary from or conflict with any of these Terms (even if referenced in our Purchase Order) are deemed material and are hereby rejected. If our Purchase Order is deemed an acceptance of your prior offer, then our issuance of a Purchase Order will constitute an acceptance of such offer subject to the express condition that you agree to these Terms that are additional to or different from any terms and conditions in your offer. You acknowledge that except as otherwise provided in these Terms, our Purchase Order, together with these Terms, constitutes the entire Agreement between the parties with respect to the subject matter of such Purchase Order. In the event of a conflict between these Terms and an Agreement, the terms and conditions contained in the Agreement shall control.

2. Additional Terms. You agree that the terms of the Supplier Manual and the F9 Brands Supplier Code of Conduct, (collectively, the "**Supplier Code of Conduct**") as available on the Websites on the date of any Agreement will apply to your provision of Products. You agree that you will access these documents on the Websites and will review them. Any written Agreements entered into with you relative to the Products, such as a non-disclosure, bailment, supply consignment or rebate agreement that is in effect as of the date of any such Agreement shall be construed, to the extent possible, as consistent with these Terms and as cumulative; provided, however, if such construction is unreasonable, the terms and conditions of any such other Agreement shall control unless otherwise set forth on the face of the Purchase Order or in a writing signed by the parties.

3. Purchase and Sale. You will provide the quantities of Product as shown in the Purchase Order. We may provide estimates, forecasts or projections of its future anticipated volume or quantity requirements for Products which are for informational and planning purposes only and are not to be binding on us. We make no representation, promise, warranty, guaranty or commitment of any kind or nature, express or implied, to supplier with respect to the quantity of Products we will purchase from supplier.

4. Changes. We may change our Purchase Order for Product at any time without penalty, with written notice. Unless you promptly notify us in writing of an objection to any change, you will make all changes we request. You may not make your own changes without obtaining our written consent. You will promptly notify us in writing if there is a proposed change in materials, suppliers of any wood component, or manufacturing location with respect to the Product, any other change that can affect the form, fit or function of the Product or a change that will significantly affect cost or time for performance. If you seek an adjustment in cost or time for performance, you will provide substantiation thereof.

5. Prices and Payment Terms: The Purchase Order will show the applicable prices, which, unless otherwise stated, will be in U.S. currency and will include all value added tax, excise tax and other applicable taxes, duties, surcharges and other charges for transportation, packaging, and storage. You warrant prices for Product are not less favorable than those you extend to any customer for like Product in equal or lower quantities. We will receive the benefit of: (a) all discounts, rebates and incentives you customarily offer to your customers; and (b) your established price for any Product on the date of delivery, if lower than provided in the Purchase Order. If the Purchase Order entitles us to a discount, the discount period will begin on the later of the date the invoice is received by us or the date we take delivery of the Product. Unless otherwise provided in the Purchase Order, we shall be the only company responsible for any obligations hereunder, including without limitation, payment obligations.

6. Delivery. Deliveries shall be made in the quantities, on the dates, and at the times specified by us in the Purchase Order or any subsequent material releases, delivery schedules or other similar instructions we issue under the Purchase Order. A packing slip will accompany each shipment. Product must be packaged in a way to prevent damage. Time of rendering and quantity of Product are of the essence. You are required to achieve 100% on-time delivery (during regular business hours) and quantity performance. Whenever you have knowledge that delivery may be delayed, you will immediately give us notice. Acceptance of any part of an order will not bind us to accept future shipments nor deprive us of the right to return Product already accepted. If you fail to meet our delivery requirements, we may require a more expeditious method of transportation than originally specified. You will then, at our sole option: (a) promptly reimburse us the difference in cost between the more expeditious method and the original method; (b) allow us to reduce payment of your invoices by such difference; or (c) ship Product as expeditiously as possible at your expense.

7. Quality Assurance. Supplier acknowledges F9 Brand's pursuit of industry leading quality. Product that is defective in materials or workmanship, that does not meet statutory and regulatory requirements, or that otherwise fails to meet the specifications, Terms set forth in the Purchase Order will be deemed non-conforming. F9 Brands will notify supplier in writing of any non-conformance within a reasonable period of time. At F9 Brand's option, non-conforming Product may be: (a) rejected by F9 Brands and returned to supplier at supplier's expense; (b) cured by supplier at supplier's expense; (c) approved by F9 Brands "as is" with deviation; or (d) scrapped at supplier's expense and replaced with conforming Product. Time is of the essence in supplier's replacement and/or cure of non-conforming Product. Supplier will be responsible for premium freight and other documented costs associated with non-conforming Product, including without limitation, F9 Brands rework costs.

8. Nonconforming Product. You will deliver only Product that conforms in all respects to the requirements of the Purchase Order. We may inspect Product at any stage of manufacture, delivery and completion, and may reject Product for defects revealed thereby, even after we have accepted same. If Product is nonconforming, we will inform you about the nonconformity as soon as reasonably practicable after we have discovered it and may, at our sole options: (a) permit you to re-work, replace or otherwise remedy a nonconformity in accordance with any deadline we establish; (b) reject nonconforming Product, return them to you and, at our option, receive a credit or refund or request redelivery of conforming Product; or (c) retain them and either repair them ourselves or request you to do so. In any event, you will bear the risk and expense of the remedial action undertaken. You also will be liable for all direct, incidental, and consequential damages, losses, costs, and expenses we

incur resulting from your failure to deliver conforming Product or to comply with our shipping, delivery or other requirements, even if you have cured such failure. Payment for nonconforming Product will not constitute acceptance of the Product nor will it limit or affect any of our rights.

9. Warranties.

a. In addition to any warranties provided by you, you warrant that Product will be: (a) new and free from defects in material and workmanship, fully merchantable and of good quality; (b) in conformity with any requirements concerning chemical composition including without limitation (where applicable) the CDPH California Specification 01350:2010 for Volatile Organic Chemicals; the California Air Resources Board (CARB) Airborne Toxic Control Measure (ATCM); the United States Environmental Protection Agency Toxic Substances Control Act (TSCA) Title VI formaldehyde emission standards for composite wood products; the Consumer Product Safety Commission (CPSC) for lead, phthalates, toy safety, and toddler products; and the US Food and Drug Administration (FDA) regulations for food-contact materials; (c) in conformity with any specifications, drawings, samples or descriptions furnished by either party and approved by us; (d) in compliance with all applicable laws of the countries in which such Product have been manufactured or assembled or are to be used, including without limitation the Lacey Act (16 U.S.C. §§3371 *et seq.*); (e) free from defects in design to the extent furnished by you or your subcontractors, even if the design has been approved by us; (f) in conformity with all other representations or warranties made by you or your subcontractors, or the manufacturer; and (g) in line with all of the requirements set forth in Appendix A (F9 Brands, Inc. International Trade Compliance Certification), hereto, along with executing a similar Certification. You further warrant that: (i) you know of our and our customers' intended use, and all Product will be fit and sufficient for the particular purposes intended; (ii) you have good title to all Product, free and clear of all liens and encumbrances, and will transfer such title to us; and (iii) any services included in Product will be performed in a workmanlike and timely manner and will conform to the highest industry standards. You warrant that the sale and use of Product will not infringe or violate any patent, trade secret, trademark, service mark, copyright, or other intellectual property right or entitlement of a third party in the United States, the country of manufacture of the Product or any other country where the Product is sold. These warranties will survive any delivery, acceptance, or payment by us. Acceptance of all or any part of the Product will not be deemed a waiver of any right we have to cancel or return any Product or reject any services due to: (A) failure to conform; (B) discovery of latent or patent defects; or (C) a breach of warranty. The warranties set forth in this Section 9 will: (i) run to us, to our customers and to the users of

our products and services; and {ii) be valid for the consumer warranty period of any product containing the Products, which begins on the date of retail warranty registration of the F9 Brands product containing the Product (the "**Warranty Period**").

b. Warranty Costs. Supplier will pay the Warranty Costs for any Product that fails to meet the warranties set forth herein during the Warranty Period. "**Warranty Costs**" are limited to the repair and replacement of the defective Product and the labor costs associated with any repair or replacement. Supplier will not be responsible for any costs associated with an extended warranty contract sold to a retail customer. At the end of each calendar quarter, F9 Brands will provide supplier with: (a) a statement of the total Warranty Costs incurred during that quarter, including detailed data for each claim for which warranty work was performed by F9 Brands during the quarter; and (b) an invoice for the Warranty Costs reflected on the quarterly statement. Within thirty (30) days of Supplier's receipt of F9 Brands invoice, Supplier will pay F9 Brands by wire transfer the amount stated on the invoice.

10. Recalls. In the event you or we decide, or the Consumer Product Safety Commission or other U.S. or foreign government agency ("**Agency**") issues an order requiring us, to recall, replace, repair, or make refunds with respect to any of our products included within Product or that incorporate Product (a "**Recall**"), you will fully cooperate and assist us in any such Recall. If Product is the subject of a Recall, whether initiated by us, you or an Agency (including the issuance of safety notices), you will be responsible for all matters and costs associated with the Recall, including but not limited to: (a) our employee costs, overhead, warehousing, etc.; (b) consumer notification and contact; (c) customer refunds and transportation costs; and (d) reporting the Recall to, and contact with, any Agency. If an Agency initiates any inquiry or investigation relating to Product, you will notify us immediately and take reasonable steps to resolve the matter without exposing us to liability or risk.

11. Compliance with Laws and Business Practices. Your business is and will be conducted in compliance with all applicable laws, rules, and regulations of your jurisdiction. All Products sold by you to us will comply with all applicable laws, rules and regulations governing the Products. You agree to comply with the U.S. Foreign Corrupt Practices Act and any other applicable anti-bribery laws. You also agree not to use forced labor, including convict labor, indentured labor, or child labor, in violation of US laws, including Section 307 of the Tariff Act of 1930 and the Uyghur Forced Labor Prevention Act. You agree to ensure that any Products sold to us, together with their containers, having a country of origin other than the United States of America will be properly marked to show the proper country or

origin. Without limiting the generality of the foregoing, you agree to follow the requirements set forth in the Supplier Manual, Supplier Code of Conduct, or any Purchase Order. You agree to provide us with a certificate affirming compliance with applicable laws upon our request.

12. Materials. Upon our request, you will promptly provide us with copies of any data, materials or other information that relate to Product, its composition, or any component, materials or substances used in Product or in connection with its production. You will notify us of any inherent hazard related to any material incorporated in the Product that could expose anyone to hazard during handling, transportation, storage, use, resale, disposal, or scrap.

13. Proprietary Information and Intellectual Property.

a. Ownership. All drawings, specifications, technical know-how, molds, models, formulas, design, manufacturing information or other proprietary information ("**Intellectual Property**") provided to Supplier by F9 Brands under these Terms or any Purchase Order will be and remain the sole property of F9 Brands. All Intellectual Property developed by supplier prior to submission of a quote pursuant to this Agreement will be and remain the sole property of supplier. All jointly developed Intellectual Property developed pursuant to this Agreement or any Purchase Order will be and remain the sole property of F9 Brands. In case any Product, or any part of a Product, is held by a court of competent jurisdiction to constitute infringement and the use of the Products, or any part thereof, is enjoined, supplier will, at its own expense and with F9 Brand's prior written approval, take any of the following actions: (a) procure for F9 Brands the right to continue using the Products, or any part thereof; (b) replace or modify the Products so it is non-infringing; or (c) substitute for the Products a suitable, substantially equal non-infringing product, and if such substantially equal but non-infringing product is not available, then supplier will reimburse F9 Brands for the cost of the Product, and all consequential and incidental damages associated therewith.

b. Infringement. In case any Product, or any part of a Product, is held by a court of competent jurisdiction to constitute infringement and the use of the Products, or any part thereof, is enjoined, Supplier will, at its own expense and with F9 Brands prior written approval, take any of the following actions: (a) procure for F9 Brands the right to continue using the Products, or any part thereof; (b) replace or modify the Products so it is non-infringing; or (c) substitute for the Products a suitable, substantially equal non-infringing product, and if such substantially equal but non-infringing product is not available, then

Supplier will reimburse F9 Brands for the cost of the Product, and all consequential and incidental damages associated therewith.

c. Consent to Use Supplier Trademarks. Supplier hereby grants to F9 Brands consent to use supplier's trademarks and logos for the limited purpose of promoting the inclusion of supplier's products on or within F9 Brands product lineup.

14. Confidential Information. All information, including but not limited to, specifications, blueprints, documentary technical know-how, instructions, molds, models, casts, formulas, sketches, drawings, designs, production schedules and volumes, product plans, manufacturing procedures and processes heretofore or hereafter provided to supplier by F9 Brands under these Terms, or in connection with any Purchase Order ("**Confidential Information**"): (a) will be treated by supplier as confidential, proprietary information of F9 Brands and will not be used for itself or others for any commercial or other purpose or disclosed or shown to others by Supplier; (b) unless otherwise agreed to by F9 Brands in writing, will be returned to F9 Brands upon completion of production or processing of Products pursuant to these Terms, or any Purchase Order, or earlier, upon demand by F9 Brands; and (c) will not be used by supplier, its agents, representatives and employees for any purpose except in connection with the work to be done by supplier for F9 Brands pursuant to these Terms or any Purchase Order. The title to any Confidential Information provided or disclosed to Supplier by F9 Brands will be vested in F9 Brands.

15. Non-Solicitation. Except where otherwise specifically permitted by law, supplier will not solicit or hire, either directly or indirectly, individuals employed by F9 Brands to work for or provide services to supplier as an employee, consultant or otherwise without the prior written consent of F9 Brands.

16. Excuse of Performance. Neither party will be liable for a delay or inability to perform directly due to an excusable event. The following events shall be excusable events; acts of terrorism, war, riots, global pandemic, insurrection, civil commotion, fire, flood, earthquakes, storm, and embargo. Excusable events do not include delays or nonperformance of your subcontractor or supplier, shutdowns for equipment maintenance, equipment breakdown or the inability to acquire raw materials, energy, parts or any other item required to manufacture or provide Product at the prices prevailing before the occurrence of the excusable event. The party claiming an excusable event will provide the other party with written notice of both its occurrence and its termination as soon as practicable. In the event of an excusable event, we may, at our option, acquire all finished Product, work-in-process and raw materials produced or acquired for Product

under the Purchase Order, and we will also have the option to cancel the affected Purchase Order in whole or in part or delay the delivery of any Product covered by such order without liability.

17. Termination for Cause. We reserve the right to cancel all or any part of a Purchase Order, effective on the date specified in our written notice of termination, without liability, if you: (a) repudiate or breach any of the terms of such Purchase Order, including your warranties; (b) fail to perform as specified by us; (c) fail to make progress so as to endanger timely and proper delivery of Product, and if capable of cure on a timely basis, do not correct such failure or breach within five (5) business days; (d) experience a change of control or a sale of a substantial portion of your assets; or (e) become insolvent, or if a petition under any chapter of the bankruptcy law is filed by or against you, or if you make a general assignment for the benefit of creditors, or a receiver is appointed for you, and, in each such case, we may take possession of Product in whatever stage of completion they may be, immediately obtain custody of all Proprietary Information and contract with or employ any other person(s) to finish such Product. In the event of a termination under this Section 17, you will further be liable for all direct, incidental and consequential losses, costs and expenses incurred by us (including reasonable fees of attorneys and other professionals) relating thereto. In the event of a termination under this Section 17, we will pay you, subject to any claims we have hereunder, for any unpaid Product previously delivered and accepted that fully conform to the requirements of the Purchase Order and any undelivered finished Product we choose to purchase in our sole discretion.

18. Termination for Convenience. Because of the commitments we have to our customers, you may not terminate a Purchase Order at your option. In addition to any other rights we have to cancel or terminate any Purchase Order or other Agreement, we may at our option immediately terminate all or any part of a Purchase Order, at any time, with or without any reason, effective on the date specified in our written notice. Upon such termination, we will pay you the following amounts without duplication: (a) the order price for all Product that has been completed in accordance with a Purchase Order and not previously paid for; and (b) the actual cost of work-in-process, parts and materials incurred by you in furnishing such Product to the extent such costs are reasonable in amount; less, however, the reasonable value or cost (whichever is higher) of any Product, parts or materials usable or salable by you without written consent and the cost of any nonconforming, damaged, or destroyed Product, parts or material. Payments made under this Section 18 will not exceed the aggregate price we would have paid for finished Product that would be produced by you under delivery schedules outstanding at the date of termination. Except as provided in this Section 15, we will not be liable for, directly or on account of claims by your subcontractors, loss of

anticipated profit, unabsorbed overhead, interest on claims, product development and engineering costs, facilities and equipment rearrangement costs or rental, unamortized depreciation costs and general and administrative burden charges, from termination of any order. You will furnish us, within thirty (30) days after the effective date of any termination under this Section 18, your termination claim. Your claim must include sufficient supporting data to permit us to verify and substantiate the claim. We may audit your records before or subsequent to payment, to verify amounts requested in your termination claim.

19. Indemnification. To the fullest extent permitted by law, you will indemnify, defend and hold harmless us and each of our affiliates, subsidiaries, customers, directors, officers, employees and agents (collectively, the "Indemnified Persons") against and from any and all claims, lawsuits, judgments, losses, Recalls, penalties or actions, costs, liabilities, damages and expenses (including attorneys' fees) incurred or to be incurred (collectively, "Claims"): (a) for your breach of the Purchase Order or these Terms; (b) to the extent it is alleged that Product or the use of Product caused or will cause; (i) the death of or injury to any person or damage to any property which resulted or is alleged to have resulted from any acts or omissions by you, your employees, subcontractors or agents or from Product or their use; (ii) your or Product's failure or alleged failure to comply with any of your warranties, guarantees or representations contained in these Terms, the Purchase Order or otherwise; (iii) a Claim in connection with any promotional or advertising matter, guarantees, warranties, labels or instructions furnished by you or submitted to you by us to the extent they were approved by you; or (iv) infringement of any patent, design, trade name, trademark, copyright, trade secret or other intellectual property right or entitlement of any third party; or (c) otherwise arising or alleged to have arisen out of the sale or use of Product. We will give you reasonable prior notice of any Claim and permit you to control the defense thereof. If you should fail to assume your obligations hereunder within fourteen (14) days of receipt of such notice, including your obligation to pursue and pay for the defense thereof, we will have the right, but not the obligation, to defend ourselves and require from you reimbursement for any and all reasonable costs and expenses (including attorneys' fees). You will provide us with written notice within fourteen (14) days of the receipt of any evidence that an alleged act by us may have been the proximate cause of the Claim. We shall have the right, but not the obligation, to participate as we deem necessary in the defense of any such Claim, at our own expense. Neither of the parties shall enter into any settlement or compromise of a Claim for the benefit of the other without the express written consent of the other.

20. Documentation and Customs. All documentation provided under the Purchase Order must be in English or provided with adequate translation, unless otherwise instructed by us in

writing. You agree to fulfill any customs obligations, origin marking or labeling requirements, and certification or local content reporting requirements. You will obtain all export licenses and authorizations and pay all export taxes, duties and fees unless otherwise explicitly state in the Purchase Order, in which case you will provide all information and records necessary to enable us to obtain those export licenses or authorizations. You shall execute all required documentation as necessary in order to comply with the appropriate Incoterms 2020. You warrant that all information and documents provided under this provision shall be timely, true and accurate. You shall indemnify us for any damages, including but not limited to duties, interest and penalties arising from a false or inaccurate statement or other failure to comply with this provision.

21. Survival. The provisions of Sections 7, 9, 10, 11, 13, 14, 19, 22, 24, 28, and 29 and all associated definitions and exhibits, will survive the termination of any agreement to which these Terms are incorporated within and applicable to.

22. Setoff. In addition to any right of setoff provided by law, all amounts due to you will be considered net of indebtedness and other obligations of you and your subsidiaries and affiliates to us and all of our subsidiaries and affiliates. We may deduct such amounts without any other prior notice.

23. Remedies. The rights and remedies reserved by us in the Terms will be cumulative and in addition to any other rights or remedies provides by law or equity. We will be entitled to recover costs, reasonable attorneys, and other professional fees in the enforcement or defense of any rights under the Purchase Order or other Agreement.

24. Limitation of Liability. Under no circumstances will we or any subsidiary or affiliate be liable for consequential, incidental, indirect, special, punitive or similar damages, whether foreseeable or not. Any attempt by you to: (a) disclaim any theory or grounds or recovery or kinds or classes of damages recoverable; or (b) to establish contractual time limitations periods, in each case, concerning a Claim by us or our customers hereunder are hereby rejected by us and will not be effective. Any claim for relief by you must be commenced within one (1) year after the cause of action accrues.

25. Waiver. Our waiver of any right or remedy will not affect any right or remedy subsequently arising under the same or similar clauses. A waiver of nonperformance under a Purchase Order must be in writing and will apply only to the specific instance addressed in the waiver and to no other past or future nonperformance.

26. Assignment. We may assign any benefit or obligation under any Purchase Order upon written notice to you. You agree not to assign a Purchase Order or delegate the performance of any obligations without our written consent. Any such assignment or delegation will, at our option, be deemed a cancellation of the Purchase Order.

27. Advertising. You will not, without first obtaining our specific written consent, in any manner advertise, publish, or disclose to any third party that you have contracted with us to furnish Product covered by a Purchase Order or other Agreement except as specified by us in writing or required for completion of an order.

28. Dispute Resolution. If any dispute, claim or controversy arising out of or related to these Terms, the Purchase Order, a Supplier Manual, Supplier Code of Conduct, or any other Agreement, cannot be resolved by us, then such matter shall be submitted to mediation and, if the matter is not resolved through mediation, it shall be submitted for binding arbitration. Any mediation and/or binding arbitration shall take place in the State of Tennessee, Davidson County, and shall be administered by, and pursuant to the rules of, the American Arbitration Association. The language of the arbitration proceeding shall be English. The provisions of this Section 28 may be enforced in a court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses (including reasonable attorney fees), to be paid by the party against whom enforcement is ordered. The arbitration award shall be final, binding on the parties, not subject to appeal, and enforceable by any court having jurisdiction over the necessary part or its assets. Neither party shall initiate any action in a court of law except for enforcement of a settlement or arbitration award, provided that either party may apply to any court of competent jurisdiction for injunctive or other equitable relief as may be necessary to protect such party's intellectual property rights and confidential information.

29. Governing Law/Jurisdiction. These Terms and any Purchase Order or other Agreement shall be construed and interpreted according to the laws of the State of Tennessee, without regard to the laws regarding conflicts of laws. **THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS SHALL NOT APPLY.**

30. Translated Terms. Any translation into other languages of any of the Terms contained herein or in any Purchase Order or other Agreement shall be solely for your convenience. In

the event of a conflict or discrepancy between the English version of such documents and the translated versions, the version in English shall control.

APPENDIX A

F9 Brands, Inc. - International Trade Compliance Certification

_____, “Supplier”, is a supplier to F9 Brands, Inc., and its subsidiaries and affiliates, of certain products, as identified in various purchase orders (“POS”) or other agreements (an “Agreement”). Supplier hereby asserts, represents, warrants and certifies that it is in compliance with, and will remain at all times in compliance, with the following:

(i) Supplier acknowledges the existence of, and agrees to comply with any and all applicable export, reexport, retransfer, import, and economic sanctions laws and regulations of the United States and any other jurisdiction applicable to a party to the Agreement or with jurisdiction over activities related to the Agreement.

(ii) Supplier acknowledges it is responsible for determining any export, reexport, retransfer, and import licensing requirements and, at its own expense, obtaining any requisite licenses or other government authorizations that may be required to supply the goods set out in an Agreement. Supplier is further responsible for the payment of any customs, duties, taxes, broker fees, and any other associated costs of import related to fulfilling its obligations under the Agreement.

(iii) Supplier represents and warrants that neither the Supplier, nor any of its owners, directors, managers, officers, nor to the knowledge of the Supplier, any agents acting on Supplier’s behalf or any person (i.e., individual, entity, or government) on whose behalf the Supplier is acting, is:

- (A) identified or otherwise designated on any Sanctions List, to include the U.S. Department of Treasury’s Office of Foreign Assets Control Specially Designated Nationals and Blocked Persons List, the U.S. Department of Commerce’s Entity List or Denied Persons List, or any equivalent lists maintained by another applicable jurisdiction;
- (B) owned or controlled by a person on a Sanctions List; or
- (C) (C) organized, resident, or owned or controlled by any country or territory that is subject to U.S. government comprehensive (i.e., country-wide or territory-wide) sanctions.

(iv) Supplier will not engage in any dealings with any person on a Sanctions List in the course of performing its obligations under the Agreement and will not use or make available any material or funds provided under the terms of the Agreement to facilitate activities:

- (A) with or related to any person designated on a Sanctions List;
- (B) in any country or territory subject to U.S. government comprehensive sanctions; or
- (C) in any other manner that would result in a violation of export control and economic sanctions laws and regulations.