

The Purchase Order Terms and Conditions for Merchandise Suppliers (“Terms and Conditions”) below apply to any Supplier receiving a purchase order containing the following comment:

“This purchase order is subject to and incorporates Essendant Purchase Order Terms and Conditions for Merchandise Suppliers (“Terms and Conditions”), which can be accessed electronically at: [www.essendant.com/pdf/for-suppliers/TC.pdf](http://www.essendant.com/pdf/for-suppliers/TC.pdf). The Terms and Conditions can also be forwarded to you upon your request. You will be deemed to have accepted this purchase order along with the Terms and Conditions by your acknowledgement or your commencement of performance. Essendant objects to all additions, exceptions, or changes to the Terms and Conditions, whether contained in any printed form of a supplier or elsewhere, unless approved by Essendant in writing.”

In addition, the Terms and Conditions apply to any Supplier receiving a purchase order by electronic data interchange (EDI) containing the following language:

“THIS ORDER IS SUBJECT TO THE TERMS AT [www.essendant.com/pdf/for-suppliers/TC.pdf](http://www.essendant.com/pdf/for-suppliers/TC.pdf)”

However, if Supplier has entered into a separate written agreement signed by Essendant or an affiliate covering the sale of products to Essendant, then the terms and conditions in such separate written agreement will control any conflicting terms found in the Terms and Conditions. Essendant’s Terms and Conditions will prevail if there is a conflict between the Terms and Conditions and any terms and conditions provided by Supplier in any form.

## **Essendant**

### **Purchase Order Terms and Conditions for Merchandise Suppliers**

References to “Agreement” are to these Purchase Order Terms and Conditions for Merchandise Suppliers and references to “Supplier” are to the seller of goods.

#### **1. Orders.**

1.1. Essendant Management Services LLC, an Illinois limited liability company having its principal place of business at One Parkway North Blvd., Suite 100, Deerfield, IL 60015 (“Essendant”) and its affiliates (including but not limited to Essendant Industrial LLC d/b/a ORS Nasco, Liberty Bell Equipment Corporation d/b/a Medco, Nestor Sales LLC, and CPO Commerce, LLC) (each a “Buyer” and collectively the “Buyers”) may issue purchase orders to Supplier from time to time, all of which will be deemed to incorporate this Agreement. As used herein, an “affiliate” of Essendant is a person that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, Essendant. The obligations of each Buyer are several and not joint; no Buyer will be liable for the obligations of any other Buyer that arise under this Agreement or under any purchase order deemed to incorporate this Agreement. Each Buyer is an intended third party beneficiary of this Agreement.

1.2. Forecasts and Purchase Orders. A commitment to purchase will arise only when a Buyer issues a purchase order for specific quantities of a Product or Products. “Product” means all goods purchased by Buyer directly or indirectly from Supplier, including all packaging, labels, parts, instructions, manuals and warranties included with such goods. Any estimate or forecast a Buyer provides to Supplier is for planning purposes only and is not a commitment by any Buyer. No Buyer will be responsible for any actions Supplier takes based on any Buyer’s estimates or forecasts.

## 2. **Representations.**

2.1. **Compliance with Laws.** Supplier represents and warrants that Supplier and the Products comply with all federal, state and local laws, regulations, ordinances and administrative orders and rules of the United States, its territories and all other countries in which Products are produced or delivered and that the Products meet or exceed and comply with all applicable American standards (including ANSI, ASME, ASTM, NEMA and UL) (collectively, "Laws"). Supplier further represents that all licenses, permits, registrations and other requirements for the resale or distribution of the Products have been obtained and are in effect. Specifically and not in limitation of the foregoing, Supplier represents, warrants and agrees that:

2.1.1. The Products comply with the Consumer Product Safety Improvement Act ("CPSIA") and all applicable Consumer Product Safety Commission ("CPSC") regulations, including any rules, bans, standards or regulations enforced by CPSC. Prior to delivering to Buyer any Product required to be covered by a General Conformity Certificate ("GCC"), Supplier will deliver to Buyer a GCC that complies with all applicable legal requirements. Upon request, Supplier will provide Buyer with all test records that support the Product's compliance with the CPSIA.

2.1.2. All Products that are subject to the Lacey Act comply with its requirements; Supplier complies with all the requirements of the Lacey Act; and Supplier declares and labels all applicable Products in accordance with the Lacey Act.

2.2. **Intellectual Property.** Supplier represents and warrants that Products will not, at the time that they are delivered, offered for sale or sold by Buyer, infringe any patent, trademark, service mark, trade name, trade dress, copyright, trade secret, domain name, right of publicity or other intellectual property right of any person, corporation or other entity. Supplier will notify Buyer's General Counsel in writing by certified mail, return receipt requested, within five (5) business days after it has knowledge of any claim or allegation of infringement, misuse, dilution, misappropriation or other violation of any intellectual property right in any way related to or affecting Products.

2.3. **Pass Through.** Supplier authorizes Buyer to pass through the foregoing warranties, and any other applicable Supplier warranties relating to or accompanying Products to Buyer's customers and, in turn, to such customers' respective end users/purchasers provided, however, that where a user is a "consumer" within the definition set forth in the Magnuson-Moss Warranty Act (15 U.S.C. §2301 ff), the foregoing warranties do not pass through to such user. All pass-through warranty recipients will be entitled to assert and enforce such warranties directly against Supplier in accordance with their respective terms. With respect to any end user, the warranty period will begin to run upon Product delivery to such end user.

## 3. **Defense and Indemnity.**

3.1. **General.** Supplier will indemnify, defend (with counsel reasonably satisfactory to Buyer) and hold harmless Buyer, its subsidiaries, customers and affiliates, their successors and assigns and their respective directors, officers, employees, shareholders, representatives, agents and customers (Buyer and all such other parties collectively referred to as "Buyer Indemnitees") from and against any and all claims, actions, suits, demands, proceedings, liabilities, damages, fines, penalties, judgments, costs, expenses and losses of any kind whatsoever, including reasonable attorneys' fees and expert witness fees (collectively, "Losses"), arising out of or relating to (i) any alleged or actual breach or non-satisfaction by Supplier or any of its employees, authorized representatives or advisors ("Representatives") of any of Supplier's warranties, representations, covenants or obligations in this Agreement; (ii) any actual or alleged breaches of Supplier's Product warranties to end users or other third parties; (iii) any claims that the Products are defective in materials, workmanship, design or manufacture; (iv) any claims that the Products are not produced, packaged, marked, labeled, tested, certified, shipped or invoiced in compliance with applicable Laws; (v) any claims that the Product Information (as defined in Section 4), or any claims made by Supplier in any packaging, labeling, advertising or other material, are not true, current, accurate or complete, are false or misleading, or have not been substantiated to the extent required by applicable Laws; or (vi) any other claims of any nature whatsoever that any Products have caused or contributed to bodily injury or death or damage to real or personal property. Supplier also will indemnify, defend and hold Buyer Indemnitees harmless from and against any Losses for personal injury or death or damage to any real or personal property arising out of or relating to the presence of any Supplier Representatives on Buyer premises.

3.2. **Intellectual Property.** Supplier will indemnify, defend (with counsel reasonably satisfactory to Buyer) and hold harmless all Buyer Indemnitees from and against any and all Losses arising out of or relating to any actual

or alleged violation or infringement by Supplier or by any Product(s) (or related descriptions, designs, photographs, drawings, specifications or technical designations) of a patent, trademark, service mark, trade name, domain name, trade dress or copyright, or any actual or alleged misappropriation by Supplier of any trade secret or other proprietary or intellectual property or moral right, of any third party. In addition to the foregoing, if an infringement claim is made or appears likely to be made about a Product, Supplier will, at Buyer's option and at Supplier's cost, either: (a) procure for Buyer and its customers the right to continue to use, market, sell and distribute the Product; or (b) replace or modify the Product to eliminate the infringement while providing functionally equivalent performance. If neither of those alternatives is commercially reasonable, Supplier will repurchase from Buyer, in an amount equal to the greater of the purchase price actually paid by Buyer or Supplier's then current list price therefore, all affected Products possessed by Buyer and, upon receipt of such amount, Buyer will return or destroy, at Supplier's option and cost, any such affected Products in its possession.

4. **Product Information.** Supplier will provide to Buyer, in written or electronic format, true, accurate and complete information for all Products, including country of origin under the Trade Agreements Act (19 U.S.C. 2501 et seq.), and, if different, under the regulations for marking imported articles and containers (19 U.S.C 1304), Export Control Classification Number ("ECCN"), US Census Bureau Schedule B Harmonized Tariff codes, Product sale restrictions, catalog content information, regulatory compliance information, GHS Safety Data Sheets, hazardous material classifications and export restrictions ("Product Information"). Supplier will provide Product Information to Buyer, in written or electronic format, prior to the first sale of any new Product to Buyer. Supplier will provide revised Product Information to Buyer, in written or electronic format, at least thirty (30) days prior to any such Product Information changing or any new Laws becoming applicable that regulate the sale, storage, advertising or transportation of any Product. Supplier will cooperate promptly with all information requests and solicitations for Product Information.

5. **Controlling Terms.** Acceptance of any order by Supplier is expressly limited to the terms and conditions of this Agreement. Any proposed additional or inconsistent terms or conditions, including those in or accompanying any Supplier proposal, any Supplier order acknowledgement, acceptance or confirmation, any other agreement or any other Supplier document issued in connection with the sale or delivery of Products is deemed by Buyer to be a material change and is objected to and rejected by Buyer. Buyer's acceptance of any Products will not constitute acceptance of any Supplier terms and conditions. Any of the following acts by Supplier will constitute acceptance by Supplier of this Agreement: accepting any purchase order that references or incorporates this Agreement; delivering any Products ordered by Buyer; or informing Buyer of shipment or commencing performance.

6. **Insurance.** Supplier has and will maintain in full force and effect, at no charge to Buyer, commercial general liability and product liability insurance covering all Products, including coverage for premises and operations, products and completed operations, contractual liability, property damage, bodily and personal injury, on a broad-form basis, covering Supplier and all of its affiliates and their respective employees and representatives, with coverage limits of liability of not less than the following\*: \$10,000,000 bodily injury and property damage per occurrence, \$10,000,000 products-completed operations per occurrence; \$10,000,000 limit of liability for personal and advertising injury. The limits of liability may be met through umbrella coverage. Each of the required policies of insurance will be primary and non-contributory and with an insurance company financially acceptable to Buyer with a current A.M. Best rating of not less than A-VII, will name Buyer, its parent and affiliates and their respective customers (the "Buyer Insureds") as additional insureds. Supplier will cause a Broad Form Vendors' Endorsement (ISO Form CG 2015 or other form acceptable to Buyer to be attached to such policies, which must contain a severability of interests clause to the effect that the provided insurance applies separately to each insured against whom a claim is made or suit is brought, subject to applicable policy limits. Supplier waives, and will require its insurers to waive, subrogation against the Buyer Insureds under all such insurance policies. In addition, Supplier will immediately notify Buyer in writing of any material changes in Supplier's insurance coverage, and each insurance policy maintained by Supplier will contain a clause that the insurer will provide Buyer with at least thirty (30) days prior written notice of any material change, expiration or cancellation of the policy. Before delivering any Products to Buyer, Supplier will deliver to Buyer a certificate of insurance (issued by an authorized representative of Supplier's insurer(s) and in form and substance reasonably acceptable to Buyer and attaching thereto the Broad Form Vendor Endorsement) evidencing the coverage under all applicable policies in conformity with these requirements and will provide a new certificate evidencing complying renewal or replacement insurance at least thirty (30) days prior to the expiration or cancellation date of any policy.

\*If Supplier does not sell any Products covered by any of the Tier 1 Categories listed on Exhibit A, then coverage limits of liability of not less than the following will be acceptable: \$5,000,000 bodily injury and property damage per occurrence, \$5,000,000 products-completed operations per occurrence, \$5,000,000 limit of liability for personal and advertising injury.

7. **Recoupment and Set-Off.** Essendant and Supplier acknowledge and agree that Buyer's monetary obligations to Supplier under any purchase orders issued by Buyer to Supplier and under any other agreements that reference this Agreement or any such purchase orders (collectively with this Agreement, "Vendor Agreements") will at all times be net of all monetary obligations owing by Supplier to Buyer under any Vendor Agreement or otherwise (collectively, "Supplier's Monetary Obligations"). Any installment payment or advance made by Buyer to Supplier in respect of any Vendor Agreement while any Supplier's Monetary Obligations are outstanding will be deemed to be an overpayment to Supplier to the extent of such outstanding Supplier's Monetary Obligations and will be subject to recoupment and or set-off by Buyer. Without limiting the foregoing, Buyer will have the right, at all times, to deduct any Supplier's Monetary Obligations from any amounts owed to Supplier by Buyer, and to pay only the net sum due, if any. Any Supplier's Monetary Obligations that remain outstanding after any exercise by Buyer of its recoupment and/or set-off rights will be paid by Supplier promptly upon demand by Buyer. For the purpose of Buyer's exercise of the right of recoupment and/or set-off only, any raw materials, components and parts sold by Supplier to Buyer for use in Products, if applicable, will be deemed to be sold to Buyer pursuant to a purchase order.

8. **Termination of Orders.** Buyer may terminate any and all Product orders and any related agreements with Supplier immediately for cause, without any liability whatsoever to Supplier, in the event Supplier: (i) becomes insolvent or admits its inability, or becomes unable, to pay its debts in a timely manner; (ii) is the subject of a voluntary or involuntary filing by or against it under Title 11 of the U.S. Code; (iii) ceases to function as an active concern or ceases its operations in the normal course of business; (iv) assigns or transfers any of its rights or obligations in violation of this Agreement; or (v) fails to perform any of its obligations under or breaches in any material respect this Agreement or any other agreement between Supplier and any Buyer. In addition, Buyer may terminate any Product orders, in whole or in part, for its convenience by notice to Supplier at any time before the date Supplier ships the order.

9. **Private Label.** If Buyer authorizes Supplier to mark or label any Products with a trade name, trademark, trade dress, logo, service mark or related registration ("Marks") owned by or licensed to Buyer ("Buyer Private Label Products") or owned by or licensed to a customer ("Customer Private Label Products") (collectively, "Private Label Products"), such marking or labeling will be limited to the quantities of such Products set forth in a purchase order or otherwise authorized in writing by Buyer and will be done in accordance with Buyer's specific written instructions. Supplier will not sell or otherwise dispose of, nor permit the sale or disposal of, any Private Label Products (including any such Products rejected by Buyer) to anyone other than Buyer without first obtaining Buyer's express written consent and then (a) removing, or otherwise defacing as installed, any Buyer or customer Private Label identification prior to such sale or disposal, and (b) complying with such other requirements as Buyer will impose in its sole and absolute discretion. Buyer may elect, but will have no obligation, to purchase from Supplier any surplus labels, packaging or other materials bearing any Buyer or customer Private Label. Supplier will have no right, title or interest in or to any Marks of Buyer or its customers or their respective affiliates, other than the right to use any such Marks as Buyer may direct in writing in connection with Private Label Products. Supplier will notify Buyer within five (5) business days after Supplier (a) has knowledge of any allegation by a government agency that it (i) has initiated a formal or informal inquiry, investigation or proceeding in any way related to or affecting any Private Label Product; or (ii) asserts that any Private Label Product is not or may not be in compliance with any Law; or (b) reports to any government agency any Private Label Product is not or may not be in compliance with any Law or contains or may contain a defect that could create a risk of injury or death. Supplier will not disclose to any third party that Supplier has furnished, or contracted to furnish, to Buyer any Products bearing a Buyer brand name or trademark. Supplier will not use Buyer's name or any Marks owned or licensed by Buyer in Supplier's advertising or other promotional material without Buyer's prior written consent.

10. **Testing and Acceptance.** Buyer may inspect or test any Product at any time or place prior to or after shipment or other completion, including during the applicable period of production, performance or development. Products will also be subject to final inspection and acceptance at Buyer's applicable distribution center or other Buyer-specified receiving destination or performance location within a reasonable time after delivery or performance completion. Buyer will not be obligated to accept or pay for, and may reject in whole or in part, shipments or other deliverables that are untimely, contain incomplete quantities or erroneous items, reflect damage

to packaging or contents, or are otherwise nonconforming with this Agreement. Buyer may, at its option, (x) return defective or nonconforming shipments or deliverables to Supplier, at Supplier's sole risk and expense, for a full credit of the purchase price and any Buyer-paid transportation charges; (y) dispose of defective or nonconforming shipments or deliverables and apply their invoice price against any applicable Supplier damaged/defective merchandise allowance; or (z) require prompt correction or replacement of such defective or nonconforming shipments or deliverables. No replacements will be made unless specified by Buyer. No Buyer inspection, approval or acceptance will relieve Supplier from responsibility for any warranties or obligations under, or otherwise excuse Supplier's compliance with, this Agreement or any other applicable agreements. Payment for Products prior to inspection will not constitute an acceptance thereof.

11. **Advertising and Marketing Materials; Intellectual Property.** Supplier will provide, at no charge, all high resolution photos (analog and digital) and all Product-related content necessary for the production of any and all sales and marketing materials, whether electronic or printed ("Materials"), to be used by Buyer and/or its reseller customers. Supplier grants to Buyer a nonexclusive, nontransferable, royalty free license to use, copy, modify (prepare derivative works), display and distribute, with the right to sublicense, Supplier's trademarks, service marks, trade names, trade dress, copyrights and rights of publicity associated with Products ("IP Rights"), for the limited purpose of marketing, promoting or selling Products through any promotional, advertising or distribution channel, including print and e-commerce. In the event that Supplier does not manufacture the Products it sells to Buyer, Supplier will obtain the appropriate licenses to use the IP Rights from the manufacturer of the Products, so that Buyer and its reseller customers will have the right to use, copy, modify (prepare derivative works), display and distribute the IP Rights for the limited purpose of marketing, promoting or selling Products. Supplier agrees to review and assume responsibility for the accuracy of all Product Information contained in Buyer's Materials, provided that Buyer has submitted such Materials to Supplier for review.

12. **Confidentiality.** Each party acknowledges it will have access to the other party's confidential information ("Information") including information about operations, sales, costs, financial condition, plans, practices, strategies, customers, pricing, technology and products. Any point of sale reports or other information Buyer provides to Supplier about Buyer's direct customers or their customers/end users, including their respective purchases, sales and forecasts, also will constitute Information of Buyer. Each party will keep strictly confidential, will not use in any way detrimental to the other or for any purpose other than in connection with this Agreement, and will not disclose to any third party any Information, regardless of its form or media (whether obtained in writing, verbally, by electronic or other data transmission or through on-site visits, before or after the date any Products are ordered). Each party may, however, disclose Information to those of its Representatives who need to know such Information in connection with its performance, provided that the disclosing party directs and obligates such Representatives to treat the Information confidentially and remains responsible for any improper use or disclosure of the Information by its Representatives. A party may disclose Information if and only to the extent required by any law or court or governmental order, provided that such party first gives prompt notice to and cooperates with the other party in seeking to protect the confidentiality of such Information. These obligations will not apply to any portions of the Information that a party can demonstrate (a) is or becomes generally available to the public through no action or omission by such party or any of its Representatives, or (b) is or becomes available to such party on a non-confidential basis from a source, other than the other party or its Representatives, which is not prohibited from disclosing the Information by any contractual, legal or fiduciary obligation. Notwithstanding anything herein to the contrary, each Buyer may disclose Supplier's Information to the other Buyers, which may disclose it to their Representatives.

13. **Miscellaneous.**

13.1. Supplier and Buyer are independent contractors and neither will be considered or act as the agent of the other for any purpose whatsoever.

13.2. Supplier may not assign this Agreement without the prior written consent of Essendant. Any purported assignment of this Agreement in violation of this provision is void. This Agreement will be binding on Essendant and Supplier and their respective permitted successors and assigns.

13.3. The failure of either party, at any time or for any period of time, to require performance by the other of any of this Agreement will not affect the right of such party to require performance of the same at any time thereafter or constitute a waiver of any provision of this Agreement thereafter.

13.4. This Agreement and any orders or agreements that reference or incorporate it will be governed by and construed in accordance with the laws of the State of Illinois, irrespective of Illinois' choice-of-law principles, and all claims relating to or arising out of this Agreement, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of the State of Illinois, excluding Illinois' choice-of-law principles. Essendant and Supplier agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to purchases of Products by Buyer. Supplier and Essendant consent to the personal and subject matter jurisdiction of the state and/or federal courts located in Cook County, Illinois and agree that the proper and exclusive venue for any dispute concerning any Vendor Agreement will be in such courts. All objections to such jurisdiction or venue are hereby waived. Supplier consents to service of process as permitted under Illinois law or by certified mail, return receipt requested.

13.5. All obligations and duties hereunder which will by their nature extend beyond the expiration or termination of any order or agreement incorporating or referencing this Agreement, including Sections 2, 3, 6, 7, and 12, will survive and remain in effect beyond any such expiration or termination.

13.6. Supplier will be responsible for all costs and expenses associated with any recall (including any safety notice) and will reimburse Buyer for all costs and expenses incurred by Buyer related to the recall or notice.

13.7. Supplier will ship all Products in accordance with the Packaging, Labeling and Shipping Requirements, posted at: <http://www.essendant.com/for-suppliers/guidelines.pdf>, and as modified by Essendant from time to time.

13.8. This Agreement will be interpreted in accordance with its plain meaning. In any interpretation of the terms of this Agreement, the terms will not be construed against any party on the basis of that party being the drafter of such terms.

13.9. SUPPLIER AND ESSENDANT EACH AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL IN ANY LITIGATION ARISING FROM OR RELATED TO THIS AGREEMENT OR ANY OTHER AGREEMENT EXECUTED IN CONNECTION HEREWITH.

13.10. Supplier Code of Ethics. Supplier certifies that all of Supplier's representatives who have contact with associates of Buyer have read the Essendant Supplier Code of Ethics attached hereto as Exhibit B and agree to comply with it while doing business with Buyer.

13.11. Equal Employment Opportunity/Affirmative Action Obligations. As part of Essendant's compliance with federal Equal Employment Opportunity and Affirmative Action regulations, Essendant on behalf of Buyers hereby notifies Supplier that Essendant and the Buyers are equal employment opportunity employers and are federal contractors. Consequently, the parties agree that, to the extent applicable, they will comply with Executive Order 11246, the Vietnam Era Veterans Readjustment Assistance Act of 1974 and Section 503 of the Vocational Rehabilitation Act of 1973 and also agree that these laws are incorporated herein by this reference. Supplier also agrees to comply with the provisions of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), as applicable, relating to the notice of employee rights under federal labor laws.

**To the extent applicable, Buyer and Supplier 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, these regulations require that Buyer and Supplier, to the extent that they are 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.**

## Exhibit A

### Product Categories

#### Products Intended for Human Consumption

- Food and beverages
- Oral medications

#### Products Intended for Use on Humans

- Medical supplies, first aid and healthcare
- Topical medications
- Eye drops
- Personal hygiene items, including skin care and wipes

#### Products that Emit Fumes, Pollutants

- Keyboard duster
- Bleach and other noxious chemicals

#### Highly Flammable Products

- Sterno
- Storage tanks, propane cylinders

#### Welding Products

- Rods, fillers, wire

#### Hoists

#### Safety Harnesses, Lanyards

#### Welding, Chemical & Temperature Safety

- Eye, face, respiratory, skin protections

#### Testing Equipment

- Gas lamp and power finders

#### Power Tools

#### Industrial, Weight-Bearing Rope

## **Exhibit B**

### **Essendant Inc. Supplier Code of Ethics**

At Essendant Inc. and our subsidiaries, including but not limited to Essendant Co., Essendant Management Services LLC, Essendant Financial Services LLC, Essendant Industrial LLC, Liberty Bell Equipment Corporation d/b/a Medco, Nestor Sales LLC, and CPO Commerce, LLC (collectively, “ESND”), our associates seek to outperform our competition fairly and honestly through superior performance and never through unethical or illegal business practices. We are confident that our suppliers also desire to operate in this manner and in an environment that is free from inappropriate influence due to unethical business practices.

To this end, ESND suppliers are required to abide by the following ethical principles:

- Avoid the intent or appearance of unethical practices in relationships, actions and communications with ESND and all of its associates.
- Avoid creating any conflict of interest with an ESND associate, particularly any associate involved in negotiating agreements or making purchasing decisions.
- Disclose to ESND senior management any family or other personal relationships that your representatives may have with any ESND associate.
- Refrain from offering money, gifts of other than nominal value, excessive hospitality, trips, loans or other special treatment to ESND associates that might influence or appear to influence their relationship with you.
- Refrain from requesting agreements that restrict resale pricing or restrain competition.
- Comply with all applicable laws and regulations (including those regarding slavery and human trafficking) relating to the conduct of business which relates in any way to ESND.

Suppliers who violate or attempt to compromise these ethical principles will be subject to cessation of business with ESND.