### Letter of Agreement For Purchase of Personal Protective Equipment

This Letter of Agreement ("LOA") is made and entered into upon the LOA Effective Date by and between **Dell-Corning Corporation**, a Washington corporation ("Vendor") and the purchaser identified below (the "Participant") (each a "Party," or collectively the "Parties").

Whereas, Negotiations are currently underway for a Master Pricing Agreement ("MPA") by and among Vendor, Local Initiative Health Authority for Los Angeles County, operating and doing business as L.A. Care Health Plan, a local public agency ("L.A. Care"), and Inland Empire Health Plan, a local public entity of the State of California ("IEHP") (IEHP, together with L.A. Care, shall be independently and collectively referred to herein as the "Organization") pursuant to which Vendor will, among other things, make available for purchase PPE by providers and other entities in Southern California to help improve the delivery of care and services by such providers and other entities;

Whereas, the Parties desire to enter into this LOA in order for Participant to purchase PPE from Vendor until such time that the MPA is finalized, at which time this LOA shall automatically terminate and any subsequent PPE Participant desires to purchase from Vendor shall be purchased under the MPA in accordance with the MPA's terms and conditions, including execution of a participating addendum to the MPA by Participant permitting Participant to access and purchase PPE under the MPA;

**EFFECTIVE DATE:** Date of Last Signature Below

**DESCRIPTION:** Vendor shall offer to Participant personal protective equipment and such other

products and services set forth on Exhibit A ("Products") at the prices stated therein.

This LOA is subject to the following terms and conditions, which are incorporated by reference:

**EXHIBIT A** Products and Pricing

**EXHIBIT B** Terms and Conditions

**In Witness Whereof,** the Parties hereto have caused this LOA to be signed by their duly authorized representatives as of the day and year first above written.

	Dell-Corning Corporation, a Washington corporation ("Vendor")
("Participant")	
Ву:	Ву:
Name:	Name:
Title:	Title:
Date:	Date:

# EXHIBIT A PRODUCTS AND PRICING

This Exhibit A supplements and is made a part of the Letter of Agreement ("LOA") by and among Vendor and Participant.

### 1. GENERAL DESCRIPTION

- a. Products offered by Vendor to Participant shall include:
  - i. Manufacture and deliver certified PPE for normal routine consumption to replenish existing PPE levels of Southern California medical providers.

### 2. VENDOR TERMS AND CONDITIONS

Each Purchase Order (as such term is defined in <u>Exhibit B</u>) between Vendor and Participant will be subject to the terms and conditions of this LOA.

### 3. PRICING

- a. Vendor will provide Products in accordance with the unit price schedule ("Products and Price Schedule") attached hereto as <a href="Exhibit A-1"><u>Exhibit A-1</u></a>.
- b. The Products and Price Schedule reflects fixed pricing for all order quantities.
- c. The Products and Price Schedule reflects the product list price stated herein excluding shipping fee(s). Shipping fee(s) will be mutually agreed upon, in writing, between Participant and Vendor for applicable orders.
- d. The pricing reflected in the Products and Price Schedule shall be guaranteed through May 31, 2026. Changes to the pricing may occur if there is a fluctuation in market prices of ten percent (10%) or greater and such fluctuation continues for ninety (90) days, with any such change in pricing taking effect upon ninety (90) days advance notice to Participant.

### 4. QUALITY STANDARDS

The Products set forth on <u>Exhibit A-1</u> (Products and Price Schedule) conform to the quality standards and requirements set forth on the quality standards schedule ("**Quality Standards**") attached hereto as Exhibit A-2.

### 5. SERVICE LEVELS

Shipping within five (5) days from Vendor's Purchase Order confirmation to Participant, else two percent (2%) off invoice for Purchase Orders that meet minimum purchase volume, which such minimum purchase volume shall be mutually agreed to by Participant and Vendor.

# EXHIBIT A-1 PRODUCTS AND PRICE SCHEDULE

February 20, 2023 RFP Pricing

PRICE PER MASTER CTN	62.00	00.07	00'76	118.00	157.00	153.40	193.00
CTN COUNT	2,000	2,000	2,000	400	400	400	400
PACKAGING	50 per Bag 1 Bag/ Box 40 Boxes per Master Carton	50 per Bag 1 Bag/ Box 40 Boxes per Master Carton	50 per Bag 1 Bag/ Box 40 Boxes per Master Carton	20/80X 20 BOXCTN	20/BOX 20 BOX/CTN	20/BOX 20 BOX/CTN	20/BOX 20 BOX/CTN
CE APPROVED	YES	YES	YES				
ОТНЕВ	ISO13485	15013485	15013485				
OTHER	AAMI PB70	AAMI PB70	AAMI PB70	HSOIN	NIOSH	HSOIN	HSOIN
FDA APPROVED	YES	YES	Sāk		YES		YES
COLOR	BLUE AND WHITE	BLUE AND WHITE	BLUE AND WHITE	МНПЕ	WHITE	WHITE	WHITE
DESCRIPTION	DISPOSABLE MASK-Level I 3 Layers Non woven PP	DISPOSABLE MASK-Level II 3 Layers Non woven PP	DISPOSABLE MASK-Level III 3 Layers Non woven PP	N95 PROTECTIVE MASK-NIOSH FOLDED STYLE	N95 PROTECTIVE MASK NIOSH SURGICAL -FDA	N95 PROTECTIVE MASK CUP STYLE NIOSH	N95 PROTECTIVE MASK CUP STYLE NIOSH SURGICAL FDA
PRICE	1.55/Box	1.75/box	2.35/Box	5.90/Box	7.85/Box	7.67/Box	9.65/Box
SKU	542870	542872	542873	543950	543951	543952	543953
				8			

February 20, 2023 RFP Pricing

PRICE PER MASTER CTN	49.90	26.30	85.50	32.50	32.50	32.50	32.50
CTN COUNT	001	100	100	1,000	1,000	1,000	1,000
PACKAGING	10 PER BAG 10 BAGS /CTN	10 PER BAG 10 BAGS /CTN	10 PER BAG 10 BAGS /CTN	100/BOX 10 BX/CTN	100/BOX 10 BX/CTN	100/BOX 10 BX/CTN	100/BOX 10 BX/CTN
CE APPROVED	YES	YES	YES	YES	YES	YES	YES
OTHER	15013485	15013485	15013485				
OTHER	AAMI PB70	AAMI PB70	AAMI PB70				
FDA APPROVED	YES	YES	YES	YES - 510k	YES- 510k	YES- 510k	YES- 510k
COLOR	BLUE	BLUE	BLUE	BLUE	BLUE	BLUE	BLUE
DESCRIPTION	LEVEL I SMS HEAVY GAUGE ISOLATION GOWN Neck and Waist Tie - Elastic Cuff Seam	LEVEL II SMS HEAVY GAUGE ISOLATION GOWN Neck and Waist Tie-Knitted Cuff Seam	SMS HEAVY GAUGE ISOLATION GOWN Neck and Waist Tie Elistic Cuff Ultrasonic Sealed Seams	NITRILE - SMALL	NITRILE - MEDIUM	NITRILE – LARGE	NTRILE - X-LARGE
PRICE	49.90/Вох	56.30/Box	85.50/Box	3.25/Box	3.25/Box	3.25/Box	3.25/Box
SKU	545131	545152	545205	546631	54663.2	546633	546634
	201			W.		Total	

February 20, 2023 RFP Pricing

PRICE PER MASTER CTN	37.50	37.50	37.50	37.50	75.60	20.52	220.00
CTN COUNT	1,000	1,000	1,000	1,000	30,000	12,000	500
PACKAGING	100/BOX 10 BX/CTN	100/BOX 10 BX/CTN	100/BOX 10 BX/CTN	100/BOX 10 BX/CTN	100/BUCKET 30 BKT/CASE	100/REFILL 12 REF/CASE	10/SLEEVE 50 SLV/CARTON
CE APPROVED	YES	YES	YES	YES			
ОТНЕК							
ОТНЕВ	ASTM-D6978 ASTM F739-20	ASTM-D6978 ASTM F739-20	ASTM-D6978 ASTM F739-20	ASTM-D6978 ASTM F739-20	GB15979	GB15979	NPFTL test pass
FDA APPROVED	YES- 510k	YES- 510k	YES- 510k	YES- 510k			
COLOR					WНПЕ	WHITE	
DESCRIPTION	CHEMO CERTIFIED NITRILE GLOVES SMALL	CHEMO CERTIFIED NITRILE GLOVES MEDIUM	CHEMO CERTIFIED NITRILE GLOVES LARGE	CHEMO CERTIFIED NITRILE GLOVES X-LARGE	ALCOHOL WIPES	SANI-WIPES REFILLS	FACE SHIELD HI CLARITY ANTI FOG
PRICE	3.75/Вох	3.75/Box	3.75/Вох	3.75/Вох	75.60/Box	20.52/Box	220.00/Ctn
sku	447031	447032	447033	447034	548230	548232	542851
	Men		The		90033141 90033141		

February 20, 2023 RFP Pricing

PRICE PER MASTER CTN				
CTN COUNT	1,000		1,000	005
PACKAGING	100 EA/BAG 10 BAGS/CTN		100 EA/BAG 10 BAGS/CTN	50/Box 10 BX/CTN
CE APPROVED				
ОТНЕВ				
ОТНЕК				
FDA APPROVED				
COLOR				
DESCRIPTION	HEAD CAPS WITH ELASTIC NON WOVEN	HEAD CAPS WITH TIE STRAPS NON WOVEN	SHOE COVERS NON WOVEN ANTISKID	MASK+ SHIELD COMBO 4 PLY DISPOSABLE MASK WITH ANTI FOG SHIELD
PRICE	32.00/Ctn	79.50 Ctn	44.00/Ctn	43.20/Ctn
SKU	544126	544127	54145	542859
				DOTH COM

### EXHIBIT A-2 QUALITY STANDARDS

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ang	,	A3		Responsible Dep/person	Quality frespector	Qually Engineer	Quality inspector	
Michael Wang	21/12022	Version		Feedbacks on Failure	1. Report to Producing Depart 2. Reject/Return	1. Report to Producing Depart 2. Reject/Return	1. Report to Producing Depart 2. Reject/Return	
Planner	Effective Date	ASTM Levels		Test Method	ISO 2859-1:1999	Norwover Fabric Internation Essentials Operation Essentials		
antral	nen	DC APOLLO Facemask for All ASTM Levels		Sampling Frequency	IOT NIE 43	Fvery Lot (N=500,000)		
Quality Control	Justin Chen	DCAPC		Sample Quantity	N=500,000pcs n=800pcs incestion reef. S-2.2	N=500 000pcs n=600pcs inpedion Level S-2 Ac;21 Re;22		
Department	Avail	Control Number		Measure Tool	Visual	Ruler	Visual	
			sk Manufacturing Plant	SpeciStandard	Double layer outside layer backaging, inside and outside the package is clean and free from and marries. The suiface of raw residents is clean without sundries, and inout sundries, and inough edges are cut really without rough edges. Color; while or blue	The width of stack) (3483) mm	The inside and outside of the package is close without sundries, the non-without sundries, the edge is cut neatly without burns and no damage	
	0		poration Face Mas	Key point				
	Apollo		Applied only with Dell Coming Corporation Face Mask Manufacturing Plant N/A	Major Control Point	Арреагатов	9//S	Арреагалов	
	<b>District</b>	anon		Name	Hydrophilic Nort-woven Fabric			
d)		corpo	Range of Application Amended Content	Process				

Quality Engineer	Quality Inspector	Quality Inspector	Quality Engineer	
1. Report to Producing Depart 2. Rejecul/Return	1. Report to Producing Depart 2. Rejecuffelum	1. Report to Producing Depart 2. Rejecul/Return	1. Report to Producing Depart 2. RejecuReturn	
ISO 2859-1:1999 Mel-Blown Fabric Inpection Operation Essertials		ISO 7859-1:1999 Nose Bridge Bar Inspection Operation Essentials		
Every Lot(N=250,000)		NBY3	Lot(N=256,000)	
N=250,000pcs n=800pcs Inpection tevel: S-2 A0,4,0 Ac;21 Re;22		N=250,000pcs n=800pcs Inpection Level: S-2 Ac.21 Re:22		
Ruler	Factory Inspection Report Provited By Raw Material Supplier	Visual	Vernier Caliper	
The wich is (175±5)	The filtration efficiency of bacteria should be 85%, and the filtration efficiency of non-oily particles should be not less than 80%.	Inside and obliside the package is clean and from sundries; The surface of raw material is clean and free from sundries.  The wicth is (2.5±0.3) mm and the trickness is (1±0.1) mm		
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8Z <u>IS</u>	Filtration Efficiency	Appearance Size		
Meltitiown Fabric		Nose Bridge	Bar	

Quality Inspector	Quality Engineer	Quality Inspector	Quality Engineer
1. Report to Producing Depart 2. Rejecuffetum	1. Report to Producing Depart 2. Reject/Relum	1. Report to Producing Depart 2. Rejecul/Return	1. Report to Producing Depart 2. RejecutRetum
666 : 1-6982 OSI	Mask or at a reportion	sigiuessa voiteseo unipadsul deus New 666: il-1698Z OSI	
Every	Lo((\+500,000)	(000'000) Every	
N=50, 000pcs r=800pcs inpecion Level; \$-2	A01.4.0 Ac:21 Re:22	N=500,000pcs n=800pcs Inpecion Level: S-2 AQL 4.0	A622
Visual	Vernier Caliper	Visual	Vernier Caliper
Doube layer packaging; Inside and outside the package is clean and free from surdies; the surface of raw materials is clean without surface, and the edges are out neath without rough edges.	The width of the ear band is (3±0.5) mm	Package inside and outside clean willhout sundries, non-woven sufface clean willhout sundries, edge out neatly willhout burs, no damage	The size error of the productshould be s ±5%
	٠		
Арревгатов	ez <u>i</u> S	Арреагагов	9.7 <u>]S</u>
Mask Strap	(earloop)	(eßepued) den(s yeen	

Quality Inspector	Quality Engineer	Quality Inspector	Quality inspector
1. Report to Producing Depart 2. Reject/Return	1. Report to Producing Depart 2. Rejecul Relum	1. Report to Producing Depart 2. Rejecul Relum	1. Report to Producing Depart 2. Reject/Return
	ISO 2859-1:1999 PE Bags Inspection Operation Essentials		
	Every Lot(N=700,000)		
	N='00,000pcs n=500pcs Inpecian Level: S2 AQ. 4, 0 Ac.27 Re:22		
Visual	Ruler	Practice for initial Detection of Contaminating Bacteria	Visual
Clean surface, no stain, no damage	The size error of the product should be s ±5%	seoeidinjo 00 \\$	Clean surface, no stain, no damage
Аррегатов	Арреягапсе		
3 Quality Control			

Quality Engineer	Quality Inspector	Quality inspector	Quality Engineer
Report to Producing     Depart     Reject/Return	1. Report to Producing Depart 2. Reject/Relum	Report to Producing     Depart     Reject/Return	1. Report to Producing Depart 2. Reject/Return
ISO 2859-1::999 Papel-Plastic Parkage Inspection Operation Essentials			ISO 2859-1:1999 Heat Sealing Membrane Inspection Operation Essentials
Every Lo((h=+00,000)			Every Lou(N=100,000)
N=100,000pcs n=500pcs Inpection Level: S-2 ACL 4,0 AC21 Re:22			N=100,000pcs n=500pcs Inpection Level: S-2. AGJ, 4.0 AG;21 Re;22
Ruler	Practice for inital Detection of Contaminating Bacteria	Visual	Ruler
The size error of the product should be s ±5%	seceidinto 001/2	Clean surface, no stain, no damage	The size error of the productshould be ≤ ±5%
Sire	Initial Containination Bacteria	Appearance Size	
Paper-Plesuic Package			Heat Sealing Mambrane

Quality inspector	Quality Inspector	Quality Engineer	Operator
1. Report to Producing Depart 2. RejeculReturn	1. Report to Producing Depart 2. Rejecul Return	1. Report to Producing Depart 2. Rejecul Return	immediate Report/Maintenance
		Pacang Jase Inspection Operation Essentials	1/GDMES0012-2020
		Every Lol(N=5,000)	Every Hour
	N=5.000pcs n=200pcs	,	
Practice for Initial Delection of Contaminating Bacteria	Visual	Ruler	1
s-100 chupleces	The outer packing is otean, no oil, sundries, etc. The text and printing are clear, correct and complete	Size Erro: s±5mm	fight sound wave: 13, fight sound wave: 12, long convey or belt numing time: 110 spot welding by linder numing time 29, spot welding cylinder delay work5
	٠		
Inital Containination Bacteria	Appearance	97 S	Key Process Parameters
		Fulkaulomalic Facemask Nachine	

Operator	Process Quality Controller	Process Quality Controller	Process Quality Controller
Immediate Report/Mainterance	Immediate Report/Quarantine	Immediate Report/Quarantine	Immediate Report/Quarantine
T/GDMES0012-2020	ASTM F2109-2019 An AQL of 4.0% is mel for a single sampling plan when 29 or more of 32 tested specimens show "pass" result	EN 14683-2019+AC-2019 An AQL of 40% is met for a single sampling plan when 29 or more of 32 tested specimens show "pass" result	ASTM F2299F2299M-03 An AQL of 4.0% is mel for a single sampling plan when 29 or more of 32 tested specimens show "pass" result
Every Hour	Every Hour	Every Hour	Every Hour
,	32	32	35
,	Six-stage Cascade Impector Aeroso Chamber Nebulizer Cultura Suspension of Staphylococous Aureus	Delia P Tester	Latex Sphere Paticulates Penetration Efficiency System
Sierilization grade: Temperature 2-10°C; speed 4 block coorinous sealing machine. Non-sterilization: vertical sealing lemperature of 150°C; horizonial sealing speed of 130 bags //min	ASTM F2 (00-2020 Level 1: 285 Level 2: 288 Level 3: 298	ASTMF2100-2020 Level 2: < 5.0 Level 2: < 6.0 Level 3: < 6.0	ASTM F2+00-2020 Level 1; 295 Level 2; 296 Level 3; 298
	٠		
Special Process Parameters	Bacterial Filtration Efficiency, %	Differential Pressure,rvm H20lcm2	Sub-micron particulate filtration efficiency at 0.1 micron, %
Continuos Sealing Machine			Surgical Face Mask
Production			Process Quality Control

Process Quality Controller	Process Quality Controller	Outgoing Quality Controller	Outgoing Quality Controller
Immediate Report/Quarantine	Immediate Report Quarantine	Immediate Repont Freze	Immediale ReportiFreeze
ASTM F1862/F1862M-2017 An AQL 014.0% is melter a single sampling plan when 29 or more of 32 lested specimens show "pass" result	16 CFR Part 1610-2008 AAAL of 4 0%, is med for a single sampling plan when 29 or more of 32 lested specimens show "pass" result.	ASTMF2109-2019 An AQL of 4.0% is mel for a single sampling plan when 29 or more of 32 tested specimens show "pass" result	EN 14683-2019+AC;2019 An AQL of 4.0% is met for a single sampling plan when 79 or more of 32 fested sperimens ahow "pass" result
Every Hour	Every Hour		
32	32	32	32
Synthectic Blood Penetration Test Apparatus Ballance Targeing Plate Air Pressure Source Forsionmeter Synthetic Blood	Flammabiliy Tester	Six-stage Cascade Impactor Aeroso Chamber Nebulizer Culture Suspension of Staphylococcus Aureus	Della P Tester
ASTM F2100-2020 Level 1:80 Level 2:120 Level 3:160	ASTM F2100-2020 Class I	ASTM F2100-2020 Level 1: 245 Level 3: 248	ASTM F2100-2020 Level 1: < 5.0 Level 2: < 6.0 Level 3: < 6.0
Resistance to penetration by systectic blood, minium pressure inmm Hg for pass result.	Flame Spread	Bacierial Filtration Efficiency, %	Differential Pressure, mm H2O.cm2

Oulgaing Quality Controller	Outgoing Quality Controller	Outgoing Quality Controller
Immediale Report/Freeze	immediate RepontFreeze	immediate Reponi Freeze
ASTM F2298/F2298/k-03 An AQL of 4.0% is mel for a single sampling land when 29 to more of 32 tested specimens show "pass" result.	ASTM F-882)F-882M-2017 An AQL of 4,0% is mellor a single sampling plan when 29 or more of 32 tested specimens show "pass" result	16 CFR Part 1610-2008 An AQ, of 4,0% is met for a single sampling plan when 29 or more of 32 tested specimens show "pass" result
Every Loi(N=250,000)		
85	32	32
Latex Sphere Patioulates Penetration Efficiency System	Synthectic Blood Penetration Test Apparatus Balance Targeting Plate Air Pressure Source Tensionmeter Synthetic Blood	Flammability Toster
ASTM F2100-2020 Level 1: 295 Level 3: 298 Level 3: 298	ASTM P2100-2020 Level 1: 80 Level 2: 120 Level 3: 160	ASTM F2100-2020 Glass I
		-
Submicron particulate filtration efficiency at 0.1 micron, %	Resistance to peneiration by systectic blood, minlumpressure inmm Hg for pass result	Flame Spread
Surgical Face Mask		
Outgoing Quality Control		

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y Na	2002	24		Pesponsbile Deplanson	Quelly Inspector	Quelly Inspector	Quality frogram	Quality Impedior	Outhirphee	Quality Impedor	Quality Impediar	Oash fryber	Oudly Ingelor
Waday Na	78.2%	version		Festionics on Fallun	1. Negot bivouring Depart	1. Hoper to Projecting Depart 2. Hoper Howard	. Report bringuing Depart	1. Report biffescing Depart 2. Report Reserv	6. Report bifrouding Depart 2. Report Result	6. Report bitmading Depart 2. Report Results	5. Report b Procuting Depart 2. Report Beauth	5. Report bitterang Depart 2. Report Beauth	. Route Proudy Dear Applement
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Ounity	Bests			Sarryle Cuantity		Principi (Offices Principi (PA) Supplement (PA) ALC: 47 ALC: 9 Ru 29			In-230,000pcs predictive of the A-250 A-250 Re-272		194700,000-14 194000,000-14 194000-144	A-25: 0 A-25: 0 Re27:	
Expairms	ALEB	Ceres Nurtee		Messum Spol	Vined	Grosbergkey, Galler, Bostonie, magning jedenfreet	Ruler	Vibral	Crostorythy Came: Bosonic Hegyty, jean-men	Ruke	Visual	Barr	Vind
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corporation	3 V A N 1 A G E	5	contro	Control Plan	Control Number	DC	DC APOLLO NITIRLE EXAM ASTM D6319	CAM ASTM D6319	Version	A2
Range of Application		Applied only with D∈	∋II Comi	Applied only with Dell Coming Nitrile Gloves Manufacturing Plant	acturing Plant					
Amended Content		N/A								
Process	Steps	Major Control Point	Key point	Spec/Stondord	Measure Tool	Sample Quantity	Sampling Frequency	Test Method	Feedbacks on Failure	Responsible Dep/person
		Charge Ratio		Configuration Card	Visual	,	Everytime of Compounding	NBR Compounding Operation Essentials	1.Report to Producing Department 2. Apply, to Protocol of «Unquilled Control Plan»	Quality Inspector
	NBR Compounding Tank	Solid Content %	•	Nitrile Gloves Compound Tank Ingredients Card	Oven	V 5ml	Everytime of Compounding	Oven Solid Content % Measurement	1. Report to Producing Department 2. Adjust Composition until Qulified	Quality Engineer
		KOH Flow Control		12-20L/min	Flow Valve	,	Everytime of Compounding	NBR Compounding Operation Essentials	1. Report to Producing Department 2. Adjust Flow to the Required Rate	Moniter
	Z BR Stewing	Charge Ratio		Stewing Card	Visual	,	Everytime of Compounding	NBR Stewing Checklist Card	1.Report to Producing Department 2. Apply to Protocol of «Unquilled Control Plan»	Quality Inspector
	Tank	Solid Content %	•	Dell Coming Compound Tank Mangement Specs	Oven	v 5ml	Everytime of Compounding	Oven Solid Content % Measurement	1. Report to Producing Department 2. Adjust Composition until Qulified	Quality Engineer
	Coagulant	Charge Ratio		Nitrile Gloves Coagulant Craft Process	Visual	'	Everytime of Compounding	Coagulant Compounding Operation Essentials	1.Report to Producing Department 2. Apply to Protocol of Cuality Inspector Cualified Control	Quality Inspector

	Compounding			Dell Coming					1. Report to Producing	
cile		Calcium Nitrate Ratio	•	Compound Tank Mangement Specs	Titration	> 5ml	Everytime of Compounding	Coagulant Itration Operation Essentials	Department 2. Adjust Composition until Qulified	Quality Engineer
Bushoom	Pickling Solution	Charge Sequence		Dell Coming Compound Tank Mangement Specs	Inspect on Ingredients Card	,	Everytime of Compounding	Pickling Solution Compounding Operation Essentials	1. Report to Producing Department 2. Adjust Composition until Qulified	Quality Inspector
	Compounding	pH Value	•	Dell Coming Compound Tank Mangement Specs	pH Meter	lm3√	Everytime of Compounding	pH Measurement and Test Operation Essentials	Report to Producing     Department     Adjust Composition     until Qulified	Quality Engineer
	Alkali Wash Compounding	pH Value	•	Dell Coming Compound Tank Mangement Specs	pH Meter	lm3√	Everytime of Compounding	pH Measurement and Test Operation Essentials	Report to Producing     Department     Adjust Composition until Qulified	Quality Engineer
	Humectant Compounding	Charge Ratio		Humectant Compounding Process	Visual	,	Everytime of Compounding	Humectant Compounding Operation Essentials	1. Report to Producing Depart, Slop Depart, Slop Shing	Quality Inspector
	SDBS Dispersion Liquid Compounding	Charge Ratio	S	SDBS Dispersion Liquid Compounding Ingredients Card	Visual	,	Everytime of Compounding	SDBS Dispersion Liquid Compounding Operation Essentials	1. Report to Producing Department, Stop Compounding/Repleni shing	Quality Inspector
	G/L Dispersion Liquid Compounding	Charge Ratio		Alkali Wash Compounding Ingredients Card	Visual	,	Everytime of Compounding	Sodium Metasilicate Pentahydrate-Sodium Hexametaphosphate Compounding Operation Essentials	1. Report to Producing Department, Stop Compounding/Repleni shing	Quality Inspector
	G/L Dispersion Liquid Compounding	Stirring Time		≽30min	Visual	,	Everytime of Compounding	Sodium Metasilicate Pentahy drate-Sodium Hexametaphosphate Compounding Operation Essentials	1. Report to Producing Department to Keep Stirring until the Time is Fulfilled	Quality Inspector
	Acid Wash	Acid Concentration		1~8%	Titration	,	Every 6 Hours	Acid Concentration Titration Operation Essentials	Immediate Report/Adjustment	Operator

Hand Mould Washing	Alkall Wash	Akali Concentration		0.5-10%	Titration	,	Every 6 Hours	Alkali Concentration Tirration Operation Essentials	Immediate Report/Adjustment	Operator
	Hand Mould Drying	Oven Temperature		Technical Process Parameter Value	Temperature Sensor	/	Every 4 Hours	Production Line Fans Operation Essentials	Immediate Report/Maintenance	Equipment Maintenance
		Hand Mould Palm Temperature		Technical Process Parameter Value	Infrared Thermometer	/	Every 4 Hours	Gloves Producing Process Test Operation Essentials	Immediate Report/Maintenance	Equipment Maintenance
		Ca(NO3)2 Concentration	•	10-30%	Titration	lm3√	Every 6 Hours	Coagulant Concentration Titration Operation Essentials	Immediate Report	Moniter
	Coagulant	Liquid Level		Technical Process Parameter Value	Ruler	/	Every 4 Hours	Gloves Producing Process Test Operation Essentials	Liquid Level Adjustment	Operator
Builder Transport		Strainer Cleaning		/	Visual	/	Every 4 Hours	Production Line Tanks Inspection Operation Essentials	Strainer Cleaning/Repairing	Operator
		Tank Liquid Temperature	21	Production Workshop Technical Parameters	Temperature Sensor	,	Every 4 Hours	Temperature Type Instruments Operation Essentials	Repair/Replace	Operator
	Drying	Oven Temperature		Technical Process Parameter Value	Temperature Sensor	,	Every 4 Hours	Production Line Fans Operation Essentials	Immediate Report/Repair	Equipment Maintenance
	Dipping	ph Value	•	812	pH Meter	≥5ml	Every 4 Hours	Production Wortshop Technical Parameters Operation Essentials	Immediate Report	Process Quality Controller

Hand Mould Wasning	Alkali Wash	Akali Concentration		0.5~10%	Titration	,	Every 6 Hours	Alkail Concentration Tration Operation Essentials	Immediate Report/Adjustment	Operator
	Hand Mould Drying	Oven Temperature		Technical Process Parameter Value	Temperature Sensor	,	Every 4 Hours	Production line Fans Operation Essentials	Immediate Report/Maintenance	Equipment Maintenance
		Hand Mould Palm Temperature		Technical Process Parameter Value	Infrared Thermometer	,	Every 4 Hours	Gloves Producing Process Test Operation Essentials	Immediate Report/Maintenance	Equipment Maintenance
		Ca(NO3)2 Concentration	•	10~30%	Titration	V 5ml	Every 6 Hours	Coagulant Concentration Tiration Operation Essentials	Immediate Report	Moniter
Section 19	Coagulant	[iquid Level		Technical Process Parameter Value	Ruler	,	Every 4 Hours	Gloves Producing Process Test Operation Essentials	Liquid Level Adjustment	Operator
Parideur Disping		Strainer Cleaning		,	Visual	,	Every 4 Hours	Production Line Tanks Inspection Operation Essentials	Strainer Cleaning/Repairing	Operator
		Tank Liquid Temperature	₹.	Production Workshop Technical Parameters	Temperature Sensor	,	Every 4 Hours	Temperature Type Instruments Operation Essentials	Repair/Replace	Operator
	Drying	Oven Temperature		Technical Process Parameter Value	Temperature Sensor	,	Every 4 Hours	Production line Fans Operation Essentials	Immediate Report/Repair	Equipment Maintenance
	Dipping	pH Value	•	8-12	pH Meter	lm3√	Every 4 Hours	Production Workshop Technical Parameters Operation Essentials	Immediate Report	Process Quality Controller

NBR Dipping #1	Dipping	Solid Content %		10-30%	Oven/Electronic Balance	>5ml	Every 4 Hours	Production Workshop Technical Parameters Operation Essentials	Immediate Report	Process Quality Controller
	Drying	Oven Temperature	F F	Production Workshop Technical Parameters	Thermo Detector	,	Every 4 Hours	Production Workshop Technical Parameters Operation Essentials	Immediate Report	Process Quality Control/ Equipment Maintenance
		Liquid Temperature	• F	Production Workshop Technical Parameters	Thermo	,	Every 4 Hours	Production Workshop Technical Parameters Operation Essentials	Adjust Frozen Flow	Process Quality Control/ Equipment Maintenance
City Colonial Colonial	Dipping	pH Value	•	812	pH Meter	V Sml	Every 4 Hours	Production Workshop Technical Parameters Operation Essentials	Adjust	Process Quality Control/ Process Engineer/Operat or
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	Drying	Oven Temperature	7 F	Production Workshop Technical Parameters	Thermo Detector	/	Every 4 Hours	Production Workshop Technical Parameters Operation Essentials	Immediate Report	Process Quality Control/Equipme nt Maintenance
Main Oven	Main Oven	Temperature	7 J	Production Workshop Technical Parameters	Thermo Detector	,	Every 4 Hours	Production Workshop Technical Parameters Operation Essentials	Immediate Report	Process Quality Control/Equipme nt Maintenance
Chlorine Washing	Chlorine Washing	Chlorine		100-1000ppm	Titration	≽ 5ml	Every 6 Hours	Production Workshop Technical Parameters Operation Essentials	Immediate Report/Chlorine Adjustment	Operator/Process Quality Controller
Final Oven	Final Oven	Oven Temperature	9 P	Production Workshop Iechnical Parameters	Thermo Detector	/	Every 4 Hours	Production Workshop Technical Parameters Operation Essentials	Immediate Report	Process Quality Control/Faulome nt Maintenance

Process Quality Control	Process Quality Control	Process Quality Control	Process Quality Control	Process Quality Control	Process Quality Control	Process Quality Control	Process Quality Control	Process Quality Control
Immediate Report	Immediate Report/Quarantine	Immediate Report/Quarantine	Immediate Report/Quarantine	Immediate Report/Quarantine	Immediate Report/Quarantine	Immediate Report/Quarantine	Immediate Report/Quarantine	Immediate Report/Quarantine
Production Workshop Technical Parameters Operation Essentials	Based on Requirement	ASIMD6319-19 Clause 7.4 Inspection Level: S-2 AQL: 4.0 Ac:1 Re:2	ASIMD6319-19 Clause 7.5 Inspection Level: S-2 AQL: 4.0 Ac:1 Re:2	ASIMD6319-19 Clause 7.5 Inspection Level: S-2 AQL: 4.0 Ac:1 Re:2	ASIMD6319-19 Clause 7.4 Inspection Level: S-2 AQL: 4.0 Ac:1 Re:2	ASIMD6319-19 Clause 7.4 Inspection Level: S-2 AQL: 4.0 Ac:1 Re:2	ASIMD6319-19 Clause 7.3 ASIM D5151-19 Inspection Level: G-1 AQL 2.5 ACL 10 Re: 11	ASIMD6319-19 Clause 7.6 ASIM D6124-06[R17] Procedure I Inspection Level: N-5 Average: <2.0mg
Every 4 Hours	Every Hour	Every Hour	Every Hour	Every Hour	Every Hour	Every Hour	Every Hour	Every Hour
,	Based on Requirement			13 PCS			200 PCS	5PCS
Speed Fest	Electronic Scale	Thickness Meter	Tension Meter	Tension Meter	Ruler	Ruler	Waterlightness Equipment	Oven
Production Workshop Technical Parameters	Based on Requirement	Median Value≥ 0.05mm	≥ 14MPα(Before Aging)	>500%(Before Aging)	M: ≥230mm	M: 95±10mm	ASTM D6319	ASTM D6319
•		•	•	Property Test and Dimensions  Ultimated Elongation  Lengtin	•	•	•	
Production Line Speed	Weight	fhickness[Finger/ Palm]	Tensile Strength		Width	Freedom from Holes	Powder-Free Residue	
Production Line Speed			Physical Property Test		Freedom from Holes	Removable Surface Powder		
Production Line Speed					Process Quality Control			

	Apperence Inspection	Apperence Inspection	•	Cosmetic-Critical Cosmetic-Major Cosmetic-Minor	Visual	200 PCS	Every Hour	Inspection Level: G4 Critical-Jero Tolerance Major-AQL 2,5 Minor-AQL 4,0	Immediate Report/Quarantine	Process Quality Control
	Apperence Inspection	Apperence Inspection		Appereance Defection Standard	Visual	100 Cartons/ 1000 Boxes	Every Hour	Gloves Appereance Inspection Operation Essentials	Immediate Report/Quarantine	Process Quality Control/Operator
Packaging Control	Quantity Check	Quantity		Packing Standard	Count	Full	Every Hour	Gloves Appereance Inspection Operation Essentials	Immediate Report/Quarantine	Process Quality Control
	Nonsterile and Buld Packaging	Packaging		Packing Standard	Drop Test	Inspection	Every Hour	ASIMD6319-19 Clause 9.2 &9.3	Immediate Report/Quarantine	Outgoing Quality Control
		Weignt		Based on Requirement	Electronic Scale	Based on Requirement	Every Lot	Based on Requirement	Immediate Report/Freeze	Outgoing Quality Control/Storage
		Thickness(Finger/ Palm)	•	Median Value≽ 0.05mm	Thickness Meter		Every Lot (200.000 PCS)	ASIMD6319-19 Clause 7.4 Inspection Level: S-2 AQL: 4.0 Ac: 1 Re:2	Immediate Report/Freeze	Outgoing Quality Control/Storage
	Physical Property Test	Tensile Strength	•	>14MPa(Before Aging)	Tension Meter		Every Lot (200,000 PCS)	ASIMD6319-19 Clause 7.5 Inspection Level: \$-2 AQL: 4.0 Ac:1 Re:2	Immediate Report/Freeze	Outgoing Quality Control/Storage
	and	Ultimated Elongation	•	>500% (Before Aging)	Tension Meter	13 PCS	Every Lot (200,000 PCS)	ASIMD6319-19 Clause 7.5 Inspection Level: \$-2 AQL: 4.0 Ac:1 Re:2	Immediate Report/Freeze	Outgoing Quality Control/Storage
Outgoing Quality Control		Length	•	M: ≥230mm	Ruler		Every Lot (200,000 PCS)	ASIMD6319-19 Clause 7.4 Inspection Level: \$-2 AQL: 4.0 Ac:1 Re:2	Immediate Report/Freeze	Outgoing Quality Control/Storage

•			Ì			_				
		Width	•	M:95±10mm	Ruler		Every Lot (200,000 PCS)	ASIMD6319-19 Clause 7.4 Inspection Level: S-2 AQL: 4.0 Ac: 1 Re:2	Immediate Report/Freeze	Outgoing Quality Control/Storage
	Freedom from Holes	Freedom from Holes	•	ASTM D6319	Waterligntness Equipment	200 PCS	Every Lot (200,000 PCS)	ASTMD6319-19 Clause 7.3 ASTM D5151-19 Inspection Level: G4 AQL 2.5 Ac:10 Re:11	Immediate Report/Freeze	Outgoing Quality Control/Storage
	Removable Surface Powder	Powder-Free Residue	•	ASTM D6319	Oven	SPCS	Every Lot (200,000 PCS)	ASIMD6319-19 Clause 7.6 ASIM D6/124-06[R17] Procedurel Inspection Level: N-5 Average: <2.0mg	Immediate Report/Freeze	Outgoing Quality Control/Storage
	Apperence Inspection	Apperence Inspection	•	Cosmetic-Critical Cosmetic-Major Cosmetic-Minor	Visual	200 Cartons/ 2000 Boxes	Every Lot (200,000 PCS)	Inspection Level: G4 Critical-Faro Operance Mojor-AQL 2.5 Minor-AQL 4.0	Immediate Report/Freeze	Outgoing Quality Control/Storage
Container Loading	Load	Order Number/Carton Quantity		Delivery Plan	,	,	Every Container	Gloves Outgoing festing Operation Essentials	Immediate Report/Recall	Outgoing Quality Control/Delivery

# EXHIBIT B TERMS AND CONDITIONS

This <u>Exhibit B</u> supplements and is made a part of the Letter of Agreement ("**LOA**") by and among Vendor and Participant. This <u>Exhibit B</u> sets forth requirements, in addition to those requirements set forth elsewhere in the Agreement, applicable to Participant's purchase of the Products.

- 1. <u>Recitals.</u> All information contained in the Recitals are incorporated in these <u>Exhibit B</u> as though set forth in full.
- 2. <u>Products</u>. Vendor shall offer the Products generally described in <u>Exhibit A</u> (Products and Pricing) at the prices stated therein to Participant. Vendor will provide, at its own expense, all equipment, tools and other materials (including intellectual property) necessary to provide the Products and perform its obligations under this LOA.
- 3. Purchase Orders. Participant shall order Products through Purchase Orders (as such term is defined below) issued against this LOA. The terms and conditions of this LOA shall apply to any Purchase Order issued against this LOA. For purposes of this LOA, "Purchase Order" means any purchase order, sales order, contract or other ordering document used by Participant to order Products. All Purchase Orders issued against this LOA must include, at a minimum, the following: (i) Participant's contact information; (ii) explicit reference to this LOA; (iii) specific Products being ordered; (iv) pricing and quantity information of the specific Products being ordered; (v) total price of the Purchase Order; and (vi) delivery destination and instructions, including time and schedule of ordered Products, destination address, remit address, contact information for delivery, delivery date, and such other related relevant information.
- 4. Payment; Invoices. Participant shall compensate Vendor for Products in accordance with Vendor's prices and fees set forth in Exhibit A. Vendor shall submit invoices to Participant to the address set forth in the applicable Purchase Order and shall include in each invoice, at a minimum, the following information: (a) purchase order number or other identifying mark or reference to the underlying Purchase Order to which the invoice pertains; (b) reference to this LOA; (c) the Products being invoiced, including pricing and quantity information; (d) total amount of invoice; and (e) such other information as may be mutually agreed to between Vendor and Participant. Participant shall have thirty (30) days from the receipt of a correct invoice to pay Vendor.
- 5. <u>Fulfilment of Purchase Orders; Delivery and Returns</u>. Vendor shall fulfill each Purchase Order on or before the applicable delivery date specified in the Purchase Order. If Vendor misses, or is reasonably likely to miss, such delivery date, Vendor shall promptly notify Participant and take all reasonable steps, at Vendor's cost, to complete the Purchase Order as quickly as possible and to avoid missing the delivery date. Vendor shall deliver all Products FOB destination to the facility or facilities designated by Participant. Vendor is responsible for the cost of shipping and insurance. Risk of loss in Products shall transfer automatically to Participant only upon acceptance by Participant and, until such time, shall remain with Vendor.
- 6. Acceptance. For each Purchase Order, Participant will have thirty (30) days after delivery of the Products is complete to test the Products to confirm that they conform to their specifications, documentation, and the requirements of this LOA and the applicable Purchase Order. In the event the Products do not conform to said specifications, documentation, and/or requirements, Participant may, at its option, either (i) reject the Products and terminate the relevant Purchase Order for material breach without an opportunity to cure, or (ii) Participant may notify Vendor and Vendor, at its own

- expense, shall modify, correct, or replace the Products within ten (10) days after the date of Vendor's receipt of a deficiency notice from Participant.
- 7. Reports. Vendor shall generate and provide to Organization reports on a monthly basis (or with greater frequency as reasonably requested by Organization) no later than fifteen (15) days following the last day of the applicable month. Such reports shall include information and data reasonably requested by Organization, which may include, but is not limited to, the following:
  - a. Number of new Purchase Orders reported both individually for Participant and cumulatively for all Letters of Agreement entered into by Vendor for the purchase of Products;
  - Number of fulfilled and fully completed Purchase Orders reported both individually for Participant and cumulatively for all Letters of Agreement entered into by Vendor for the purchase of Products;
  - c. Sales/purchase totals of each Product reported both individually for Participant and cumulatively for all Letters of Agreement entered into by Vendor for the purchase of Products; and
  - d. Lead times and delivery date schedules that have been met or missed reported both individually for Participant and cumulatively for all Letters of Agreement entered into by Vendor for the purchase of Products.

#### 8. Vendor's Warrants and Representations.

- a. Vendor will perform its obligations under this LOA in a good and workmanlike manner commensurate with standards generally applicable to its industry.
- b. Vendor warrants that the Services do not and shall not violate: (a) any applicable law, rule, or regulation; (b) any contracts with third parties; or (c) any third-party rights in any patent, trademark, copyright, trade secret, or any other proprietary or intellectual property right.
- c. Vendor warrants that all Products: (a) will function and operate in accordance with the manufacturer's published specifications (current at time of delivery and acceptance); and (b) are fit for, and will function and operate consistent with, their intended use and purpose.
- d. Vendor warrants that on delivery, Vendor has assigned to Participant all warranties for Products.
- e. Vendor represents that it will identify, obtain and keep current all necessary licenses, approvals, permits and authorizations as may be required from time to time under applicable laws.
- 9. Records Retention. Vendor shall maintain accurate and complete records of its performance under this LOA, including documentation of all charges and costs, in accordance with generally accepted industry standards. Vendor shall retain all such records for minimum period of six (6) years following the termination of this LOA or for such longer period as may be required by law.

### 10. Term and Termination.

- a. <u>Term</u>. The term of this LOA shall commence on the LOA Effective Date and shall continue until terminated as provided in this Section 10.
- b. <u>Termination for Convenience</u>. Either party may terminate this LOA for its convenience upon thirty (30) days prior written notice to the other party.
- c. <u>Termination for Breach</u>. Either Party may terminate this LOA upon ten (10) days prior written notice to the other party in the event the other party breaches a material term of this LOA, and fails to cure such breach within such period. In the event of a termination for breach under this Section, Vendor shall not accept any new Purchase Orders as of the effective date of termination. The terms of this LOA shall continue to govern any open Purchase Orders.

- d. <u>Termination Upon Execution Master Purchase Agreement</u>. Vendor and Participant agree that this LOA shall automatically terminate upon execution of the MPA, or unless terminated earlier by either Party as provided herein.
- 11. Confidentiality. Any information disclosed by one party ("Disclosing Party") to the other party ("Recipient") in connection with this LOA that is marked confidential or that due to its character and nature, a reasonable person under like circumstances would treat as confidential (the "Confidential Information") will be protected and held in confidence by the Recipient. Confidential Information will be used only for the purposes of this LOA. Disclosure of the Confidential Information will be restricted to the Recipient's employees or contractors on a "need to know" basis in connection with the Services, who are bound by confidentiality obligations no less stringent than these prior to any disclosure. Confidential Information does not include information which: (a) is already known to Recipient at the time of disclosure; (b) is or becomes publicly known through no wrongful act or failure of the Recipient; (c) is independently developed by Recipient without benefit of Discloser's Confidential Information; (d) is received from a third party which is not under and does not thereby breach an obligation of confidentiality; or (e) is a public record, not exempt from disclosure pursuant to California Public Records Act, Government Code Section 6250 et seq., applicable provisions of California Welfare and Institutions Code or other State or Federal laws, regardless of whether such information is marked as confidential or proprietary. Each party agrees to protect the other's Confidential Information at all times and in the same manner as each protects the confidentiality of its own proprietary and confidential materials, but in no event with less than a reasonable standard of care. In addition, a Recipient may disclose Confidential Information to the extent required by law, but that disclosure does not relieve Recipient of its confidentiality obligations with respect to any other party.
- 12. <u>Indemnification</u>. Vendor and Participant shall jointly and severally indemnify and hold harmless and defend IEHP and L.A. Care, along with each of IEHP's and L.A. Care's Board of Governors, officers, officials, agents, employees and volunteers (collectively, "**Organization Indemnitees**"), to the extent permitted by law, from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation or court costs, or any other cost arising out of or in any way related to the provision of the Products pursuant to this LOA, including any orders submitted by Participant and any disputes associated with such orders.
- 13. <u>Disputes</u>. In the event of a dispute between Participant and Vendor, Participant and Vendor agree to negotiate in good faith to resolve such dispute informally. If Participant and Vendor are unable to resolve such dispute in a timely manner, the dispute shall be resolved by arbitration if Participant and Vendor mutually agree to arbitration and the rules governing any such arbitration. If Participant and Vendor are unable or unwilling to resolve the dispute by arbitration, then the dispute shall be resolved in any court of competent jurisdiction within the State of California, Los Angeles County.
- 14. Conflict of Interest. Vendor represents that it is not now aware of any facts that create a conflict of interest, including offering or providing any incentive, directly or indirectly, to Participant or to any member of Organization's Board of Governors, officer, director, employee or consultant in order to obtain this LOA. If Vendor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to Organization. Full written disclosure shall include identification of all persons implicated and a complete description of all relevant circumstances.
- 15. <u>Code of Conduct</u>. Vendor shall comply with L.A. Care's Vendor Code of Conduct and associated polices. The Vendor Code of Conduct is available at <a href="https://www.lacare.org/procurement/code-conduct">https://www.lacare.org/procurement/code-conduct</a>, as may be updated from time to time.

- 16. <u>Compliance with Laws</u>. Vendor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this LOA.
- 17. <u>Independent Contractor</u>. Vendor and Participant agree that their relationship is that of an independent contractor relationship and nothing in this LOA shall be construed as creating a partnership, joint venture or employer-employee relationship.
- 18. <u>Modifications</u>. Vendor and Participant may make changes or modifications to this LOA as mutually agreed, which any such changes or modifications shall be set forth in an addendum or exhibit to this LOA. Such changes or modifications shall be exclusively applicable to Vendor and Participant for purposes of this LOA, and shall not, under any circumstances, affect, modify, or otherwise impact the rights of any other Participants or be construed as governing the terms of any future agreement between Organization and Vendor.
- 19. <u>Notices</u>. Any notices required or permitted to be given hereunder by any party to the other shall be in writing and shall be deemed delivered upon personal delivery; twenty-four (24) hours following deposit with a courier for overnight delivery; or seventy-two (72) hours following deposit in the U.S. Mail, registered or certified mail, postage prepaid, return-receipt requested, addressed to the parties at the addresses set forth on the cover sheet or to such other addresses as the parties may specify in writing.
- 20. <u>Assignment</u>. Neither party may assign this LOA or any interest therein without the prior written approval of the other party. Vendor shall not subcontract any portion of its obligations under this LOA without Participant's prior written approval.
- 21. <u>Governing Law; Counterparts; Waiver; Headings</u>. This LOA shall be governed by the laws of the State of California, except for its conflict of laws provisions. This LOA may be executed in one or more counterparts by the parties hereto. All counterparts shall be construed together and shall constitute one agreement. The failure of either party to insist upon the performance of or to enforce any provision of this LOA, or to exercise any right or privilege granted to such party under this LOA, shall not be construed as waiving any such provision, and the same shall continue in full force and effect. The section headings used in this LOA are for convenience and reference purposes only and shall not enter into the interpretation of this LOA.
- 22. <u>Integration; Entire Agreement</u>. This LOA, with its exhibits and attachments, constitutes the entire agreement of the parties and supersedes all prior and contemporaneous representations, proposals, discussions, and communications, whether oral or in writing. If any provision of this LOA is held illegal, invalid or unenforceable, such provision will be fully severable and this LOA will be construed and enforced as if such illegal, invalid or unenforceable provision were not a part of this LOA. This LOA shall take precedence over any terms and conditions included on any Vendor invoice or similar document.
- 23. Vendor Insurance Requirements for Participant. At all times during the term of this LOA, and for a period of one (1) year thereafter if the insurance is claims-based, Vendor shall at its own expense maintain, and shall not commence performance with respect to any Purchase Order until it has obtained, adequate insurance coverage for Participant against any claims or claims which may arise in connection with the Products purchased by Participant from Vendor pursuant to this LOA. Such insurance coverage shall: (a) at a minimum, include commercial general liability, products liability, property damage, and such other insurance coverage generally carried within the industry for the Products and activities contemplated by this LOA; and (b) reflect minimum coverage amounts that are at least consistent with, but in no event less than, general industry standards for the Products and the activities contemplated by this LOA. With regard to the insurance coverage required under this Section, each insurer must possess a minimum Best's rating of 'A-VII' (or equivalent rating agency in

the country) and licensed to conduct business in all states/countries where this LOA shall apply. The policies required under this Section shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to Participant. The insurance provided by Vendor under this Section shall be primary to any coverage available to Participant and, furthermore, Vendor hereby waives all rights of subrogation against Participant. Procurement of insurance under this Section shall not be construed as a limitation of Vendor's liability or as full performance of Vendor's duties and obligations under the LOA, including any obligations to indemnify, defend, and/or hold harmless under this LOA. Vendor shall pass down the insurance obligations contained herein to all tiers of its contractors, subcontractors, suppliers, agents, and any other entities, as applicable, that perform any obligations under this LOA. Upon request by Participant, Vendor shall furnish to Participant an insurance certificate indicating the insurance coverage set forth in this Section and issued by an insurance company licensed to do business in the relevant state or states and signed by an authorized agent.

- 24. <u>Distributors</u>. In addition to purchasing Products directly from Vendor under this LOA, Participant may purchase Products indirectly from and through a distributor ("Participant Distributor"). Vendor shall offer the Products to a Participant Distributor upon the same terms and conditions, including pricing, as though the Products were being purchased directly by Participant. Procedures and/or processes for any Purchase Orders placed by a Participant Distributor shall be negotiated between Participant and the Participant Distributor. As between Participant and any of its Participant Distributors, procedures, processes, and any payment terms for Products purchased through a Participant Distributor will be negotiated between Participant and the Participant Distributor.
- 25. Quota; Minimum Purchase Requirements. Vendor agrees that any and all purchases made pursuant to this LOA shall deemed to count toward any minimum commitments in the MPA, including any minimum purchase or volume commitments and any similar thresholds necessary or required under the MPA, including any such commitments necessary to achieve any discounted pricing.

### 26. Additional Terms.

- a. Nothing in this LOA is intended to or commits IEHP or L.A. Care to purchase Products from Vendor. No specific volume of Products ordered against this LOA is guaranteed by L.A. Care or IEHP.
- b. No claims, representations or warranties, whether expressed or implied, are made by L.A. Care or IEHP as to the safety, reliability, durability and performance of any of the Products. Furthermore, L.A. Care and IEHP accept no responsibility or liability whatsoever for the safety, reliability, durability and performance of any of the Products provided pursuant to this LOA.
- c. Vendor acknowledges and agrees that under no circumstances shall Vendor encourage, propose, or otherwise accommodate Participant from purchasing any Products by bypassing this LOA or any subsequent agreement in order to purchase Products directly from Vendor or through another agreement or other contractual relationship. Any such conduct by Vendor is strictly prohibited and shall constitute a material breach of any agreed-upon terms between Vendor and Organization.