

Physio-Control

Trade Compliance Requirements

As a Supplier to Physio-Control Inc., you must comply with all applicable laws and regulations of the country of export and those of the United States including, but not limited to: US Customs and Border Protection (CBP), US Food and Drug Administration (FDA), U.S. Department of Commerce, US Environmental Protection Agency (EPA), US Federal Aviation Administration (FAA) and the US Federal Communications Commission (FCC) and, with the additional Physio-Control requirements set forth in these Physio-Control Trade Compliance Requirements.

1) Information and Documents. Supplier shall:

- a) Provide to Physio-Control all product information requested including, but not limited to, information about country of origin, origin of components and the value of the products
- b) Follow the requirements below relating to all documents
 - i) All documents must be in English.
 - ii) Invoice amounts must be provided in U.S. dollars.
 - iii) Physio-Control part numbers must be included on documents; including, the Commercial Invoice and Packing List.
- c) Country of Origin Designation & Supplier Affidavits
 - i) Supplier shall provide manufacturer affidavits attesting to the country of origin, supplying a complete list of all Physio-Control procured parts and, updated on a yearly basis confirming country of origin.
 - ii) Supplier shall notify Physio-Control ***immediately*** upon any changes to country of origin, by submitting an updated affidavit to: RSSEAIMPORT@physio-control.com
 - iii) Supplier must obtain and use Physio-Control's Supplier Affidavit template.
- d) North American Free Trade Agreement (NAFTA)
 - i) For any parts manufactured in Canada, United States or Mexico, Supplier must provide a valid NAFTA Certificate on an annual basis.
 - ii) Supplier shall obtain and use Physio-Control's NAFTA template which is available on the Physio-Control Supplier Portal.
- e) Assists.
 - i) All tooling, dies, molds, and services provided free of charge or at a reduced cost to the supplier and, used in the design and or manufacture of production parts/products, shall be listed separately on commercial invoices and each item's value will be listed separately. **Physio-Control will claim the entire amount of the assist on the first production shipment.**

2) Representations & Warranties

- a) Right to Export Assurance. Supplier represents and warrants that the U.S. Department of Commerce, other U.S. government agencies, or other national governments have not denied the export privileges of the Supplier. Supplier warrants it will give immediate notice to Physio-Control, Inc. in the event that export privileges of the Supplier are denied, abridged or suspended.

Transaction and Third-party Screening. Supplier represents and warrants that it shall ensure its subcontractors, Sub-tier Suppliers, and all other third parties who may assist the Supplier in fulfilling its responsibilities under this Agreement are not knowingly identified as, or engaged in, prohibited nuclear, missile, chemical, or biological weapons of mass destruction end users or end uses. The Supplier shall exercise commercially reasonable care and due diligence to ensure such third parties are not knowingly engaged in activities associated with a "Red Flag" risk of illegal diversion, or included on any government denied, unverified or blocked parties lists. Third-parties to the Supplier must not require the Supplier to accept prohibited boycott terms or conditions, and must not be located in a restricted or embargoed country.

- b) Technology Statement of Assurance. Supplier represents and warrants it will not export, release, or transfer any Physio-Control product containing restricted technology consisting of technical data and assistance or any related software, to specific controlled countries and the nationals of such countries as identified in Supplement No. 1 to part 740 of the U.S. Export Administration Regulation, unless the Supplier has received required government authorization.