# 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, and 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"), 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 <u>Exhibit A</u> ("**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

This <u>Exhibit A</u> 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 **Exhibit A-1**.
- 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 in the Products and Price Schedule shall be guaranteed through March 31, 2027. 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 <u>Exhibit A-2</u>.

### 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.

	PRICE PER MASTER CTN	62.00	00.07	00.46	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/BOX 20 BOXCTN	20/BOX 20 BOX/CTN	20/BOX 20 BOX/CTN	20/BOX 20 BOX/CTN
	CEAPPROVED	YES	YES	YES				
	OTHER	ISO13485	ISO13485	ISO13485				
	OTHER	AAMI PB70	AAMI PB70	AAMI PB70	HSOIN	HSOIN	HSOIN	HSOIN
	FDA APPROVED	YES	VES	YES	0)	YES		YES
February 20, 2023 RFP Pricing	COLOR	BLUE AND WHITE	BLUE AND WHITE	BLUE AND WHITE	МНПЕ	МНГГЕ	WHITE	WHITE
L	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

## EXHIBIT A-1 PRODUCTS AND PRICE SCHEDULE

February 20, 2023 RFP Pricing

PRICE PER MASTER CTN	49.90	56.30	85.50	32.50	32.50	32.50	32.50
CTN COUNT	100	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	ISO13485	ISO13485	ISO13485			0	
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	LEVEL II SMS HEAVY GAUGE ISOLATION GOWN Neck and Waist Tre Elastic Cuff Ultrasonic Sealed Seams	NITRILE - SMALL	NITRILE - MEDIUM	NITRILE - LARGE	NITRILE - X-LARGE
PRICE	49.90/Box	56.30/Box	85.50/Box	3.25/Box	3.25/Box	3.25/Box	3.25/Box
sku	545131	S45 15 2	545 20 5	S46631	546632	S46633	546634
				W.		The	

February 20, 2023 RFP Pricing

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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	200
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			
OTHER				8			
OTHER	ASTM-D6978 ASTM F739-20	ASTM-D6978 ASTM F739-20	ASTM-D6978 ASTM F739-20	ASTM-D6978 ASTM F739-20	GB15979	GB15979	NPPTL test pass
FDA APPROVED	YES- 510k	YES- 510k	YES- 510k	YES- 510k			
COLOR					WHITE	WHITE	
DESCRIPTION	CHEMO CERTIFIED NITRILE GLOVES SMALL	CHEMO CERTIFIED NITRILE GLOVES MEDIUM	CHEMO CERTIFIED NITRILE GLOVES LARGE	CHEMO CERTIFIED NIT RILE GLOVES X-LARGE	ALCOHOL WIPES	SANI-WIPES REFILLS	FACE SHIELD HI CLARITY ANTI FOG
PRICE	3.75/Box	3.75/Box	3.75/Box	3.75/Box	75.60/Box	20.52/Box	220.00/Chr
sku	447031	447032	447033	447034	548,230	548232	542851
			Th	1	A MARCEN		

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February 20, 2023 RFP Pricing

sku	PRICE	DESCRIPTION	COLOR	FDA APPROVED	OTHER	OTHER	CE APPROVED	PACKAGING	CTN COUNT	PRICE PER MASTER CTN
544126	32.00/Ctn	HEAD CAPS WITH ELASTIC NON WOVEN						100 EA/BAG 10 BAGS/CTN	1,000	
544127	79.50 Ctn	HEAD CAPS WITH TIE STRAPS NON WOVEN								
544145	44.00/Ctn	SHOE COVERS NON WOVEN ANTISKID						100 EA/BAG 10 BAGS/CTN	1,000	
542859	43.20/Ctn	MASK+ SHIELD COMBO 4 PLY DISPOSABLE MASK WITH ANTI FOG SHIELD						50/Box 10 BX/CTN	500	

## EXHIBIT A-2 QUALITY STANDARDS

Bu		A3		Responsible Dep/person	Quality Inspector	Quality Engineer	Quality Inspector		
Michael Wang	Precision Martine Version Failure Feedbacks on Failure 1. Report to Producing 2. Report to Producing 2. Report to Producing		<ol> <li>Report to Producing Depart</li> <li>RøjocuReturn</li> </ol>	1. Report to Producing Dopart 2. Reject Return	<ol> <li>Report to Producing Depart</li> <li>Rejecultieum</li> </ol>				
Planner	Effective Date	ASTM Levels		Test Method	666):1-6582 [282	Non-worken Fashing Ingenous Operation Essentials			
anirol	uev	DC APOLLO Facemask for All AS1M Levels		Sampling Frequency	Even Lot				
Quality Control	Justin Chen	DC APO		Sample Quantity	N=560 000pcs N=560 000pcs N=560 000pcs	N=500,000pes n=600pes Inpector Act: 4:0 Act:21 Re:22			
Department	Audit	Control Number		Measure Tool	Visual	Ruler	Visual		
			sk Manufacturing Plant	Spec/Standard	Double layer Double layer packaging: Inside and outside the package is dean and the package of an withous clean withous auchres, and the edges are unreally withous muges.	The width of row-wores is (16545)(18845) mm	The inside and builde of the package is clean withcout stancties, the worver doin is clean worver doin is clean worver doin is clean without surdries, the edge is cut nearly without aurdres.		
	0		poration Face Mas	Key point			5		
	Appollo A. V. A. N. T. A. G. F. Applied only, with Dail Coming, Corporation Face, Mask Manufacturing, Pann NA		Major Control Point	Appearance	Appearance Size				
1	Thing	auona		Name	Hydrophilic	Non-woren Fabric			
ala	incontraction	nd inn	Range of Application Amended Content	Process					

Quality Engineer	Quality Inspector	Quality Inspector	Quality Engineer	
1. Report to Producing Depart 2. Rejecul Relum	<ol> <li>Report to Producing Depart</li> <li>Bepart</li> <li>RejecuReturm</li> <li>Report to Producing</li> <li>Report to Producing</li> </ol>		1. Report to Producing Depart 2. Rejecut Return	
ISO 2859-11:999 Mal-Blown Fabric Irpection Operation Essentials		666 : 1-6582 OS	Nose binge Bar Inspection Operation Essentials	
Every Lot(N=250,000)		Every Lo(N=250,000)		
N=250 000pcs m=800pcs Inpecton Level: S-2 Ac:21 Re:22		N=250,000pcs n=800pcs AQL 4.0 AQL 4.0 AQL 4.0 AQL 4.0 AQL 21 Re.22		
Ruler	Factory Inspection Report Provided By Raw Material Supplier	Visual Vernier Caliper		
The wicknis (15±5) mm	The filtration efficiency of tacteria should be 85%, and fination follication of form-bit parkdes should be not less than 80%	Inside and outside the package is detainent free from sunchies. The surface of raw material is clean and free from sunchies.	The width is (2.5±0.5) mm and the hiskness is (1±0.1) mm	
	36			
Size	Filtration Efficiency	Appearance	Size	
Melibiown Fabro		ending Bridda	Bar	

Quality Inspector	Quality Engineer	Quality Inspector	Quality Engineer	
1. Report to Producing Depart 2. Rejeculteturm	1. Report to Producing Depart 2. Rejecurteturm	1. Report to Producing Depart 2. Rejecul Relum	1. Report to Producing Depart 2. Rejecurgeum	
100 2858-1-1999	mask snap inspecial	ISO 2859-1:1999 Mask Strep Inspection Operation Essentials		
Ever	Loi(N=500,000)	Every Lo(tv=500,000)		
N=500.000pcs n=800pcs Impedion_uveis.5.2	AQL 4.0 Acr21 Re:22	N=500,000pcs n=500,000pcs Inpection Level: S-2 AQL 4,0 AQL 4,0 AQ2,1 Re/22		
Visual	Vemier Caliper	Visual	Vernier Caliper	
Double layer packaging: frestee and outside the package is clean and free from sundrise; the surdrose of nam mairbout clean without sundrise, and the egues are our neally without rough edges.	The wick of the ear band is (3±0.5) mm	Package inside and outside clean without sundries, non-worven sundres, edge out neally without burrs, no damage	The size error of the product should be 5 ±5%	
	~	0		
Appearance	Size	Appearance	Size	
Nask Strap	(carloop)	Mask Strep (bandage)		

Quality Inspector	Quality Engineer	Quality Inspector	Quality Inspector				
<ol> <li>Report to Producing Depart</li> <li>Rejecu/Return</li> </ol>	<ol> <li>Report to Producing Depart</li> <li>Bejeut Return</li> <li>Rejecut Return</li> <li>Rejecut Return</li> <li>Rejecut Return</li> <li>Rejecut Return</li> </ol>						
	ISO 2859-1:1999 PE Bags Inspection Operation Essentials						
	Every Lot(h=100,000)						
Visual	Visual Ruler Practice for Initial Detection of Contaminating Bacterian						
Clean surface, no slain, no damage	The size error of the product should be s £5%	s100 chúpieces	Clean surface, no stain, no damage				
Appearance	Size	Initial Containination Bacteria	Appearance				
	PE Bays						
uality Control							

Incoming Quality

Quality Engineer	Quality Inspector	Quality Inspector	Quality Engineer		
<ol> <li>Report to Producing Depart</li> <li>Reject/Return</li> </ol>	<ol> <li>Report to Producing Depart</li> <li>Rejecultieum</li> </ol>	<ol> <li>Report to Producing Depart</li> <li>Rejecultiourm</li> </ol>	<ol> <li>Report to Producing Depart</li> <li>Rejecultistum</li> </ol>		
ISO 2659-11969 Paper-Plastic Padrage Inspection Operation Essentials			ISO 2859-111968 Heat Sealing Membrane Inspection Operation Essentials		
Every Loi(N=10,000)		Loi(h=100,000)			
N=100.000pcs n=500pcs Inpection Level: 5-2 ACL 4.0 Acc.71 Re:22			N=100,000pcs n=500pcs Inpedio1, 4, 6 Acr.21 Rer.22		
Ruler	Practice for Initial Detection of Contaminating Bacteria	Visual	Ruler		
The size error of the product should be s ±5%	s100 cluipieces	Clean surface, no slain, no damage	The size error of the product should be ≤ 45%		
÷		e.			
Size	Initial Containination Bacteria	Appearance	Sire		
Paper-Plastic Package			Heat Sealing Membrane		

Quality Inspector	Quality inspector	Quality Engineer	Operator
1. Report to Producing Depart 2. Rejecurteurm	1. Report to Producing Depart 2. Reject Relum	<ol> <li>Report to Producing Depart</li> <li>RejecuRatum</li> </ol>	Immediate Report/Maintenance
	6961:1:485 80285-1:4885 Solowinian	Denation Essentials	1/CDME80012-2020
	(JUU)		Every Hour
	N=5.000pcs n=2.00pcs	Inpotenti reserves Actis Renis	~
Praciloe kor initial Detection of Contaminating Bacteria	/Buuel	Ruler	5
s100 cluiplecas	The outer packing is clean, no oil, sundries, etc. The sundries, etc. The text and printing are clear, connect and complete	Size Erro: s±5mm	Left sound wave: 13, right sound wave: 12, long conveyor bell running ume: 110, nurning uime 29, spou welding sylinder welding sylinder delay
8	2		
Initial Containination Bacteria	Appearance	Size	Key Process Parameters
	Davidor		Fult-automatic Facemask Nachine

Operator	Process Quality Controller	Process Quality Controller	Process Quality Controller
Immediate Report/Maintenance	Immediate Report Quarantine	Immediate Report Quarantire	Inmediate Report Quarantine
T/GDME S0012-2020	ASTMF2109-2019 An AQL of 4.0% Is mellor a single sampling plan when 29 or more of 20 lested specimens show "pass" result.	EN 14683.2019+AC:2019 Anrak C An ADL of 40% is met kor a single sampling plan when 29 or more of 32 tested specimens show "pass" result	ASTIM F2298/F2298/M03 An AQL of 4.0% is melter a single sampling plan when 29 or more of 20 tested speciments show "pass" result.
Every Hour	Every Hour	Every Hour	Every Hour
	32	32	32
, r	Six-slage Cascade Inreactor Aeroso Chamber Nebulizer Culture Suspension of Staphylocoocut Aureus	Dela P Tester	Latex Sphere Palculates Penetration Efficiency System
Sterflization grade: Temperature 3/0°Ct, speed 4 block, continuous sealing machine. Non-sterflization: ventical sealing temperature of 15°C, horizontal sealing temperature of 15°C, speed of 130 bags	ASTMF2100-2020 Level 1: 265 Level 3: 268 Level 3: 268	ASTMF2100-2020 Level 1: < 5.0 Level 2: < 6.0 Level 3: < 6.0	ASTMF2100-2020 Lovel 1: 255 Lovel 3: 298 Lovel 3: 298
	*	×	
Special Process Paramelora	Bacterial Filtration Efficiency %	Differential Pressure, mm H20,cm6	Submicron particulate filtration efficiency at 0.1 micron, %
Continuous Sealing Machine		-	Surgioal Face Mask
Production			Process Quality Control

Process Quality Controller	Process Quality Controller	Outgoing Quality Controller	Outpoing Quality Controller
Immediale Report Quarantine	Inmediale Report Quarantine	Immediale Report Freize	Immediale Report/Freeze
ASTM F1862/F1862/M2017 An AQL of 4.0% is metion at single sampling data when 29 or more of 23 lested speciments show "pass" result.	16.CFR Part 16:0-2008 An AQL of 4.0% is mel kor a single sampling plan when 29 or more of 20 tested specimens show "pass" result	ASIMF2:06-3019 AAA.01 of 4.0% is mean a single sampling plat or more of 32 tested sprocimens artow 'pass" result	EN 14683.2019+AC:2019 Anos C An AQL 04.0% is melliker a single sampling plan when 29 or more of 30 tested specimens show "pass" result.
Every Hour	Every Hour		
32	32	35	32
Synthecild Blood Penetration Test Appartaus Balance Tangeting Plate Air Prosente Source Synthetic Blood	Flarmabilly Tester	Six-slage Cascade Impactor Aeros Chamber Nebulizer Culture Suspersion of Staphylococcus Aureus	Della P Tester
ASTM F2100-2020 Level 1: 90 Level 2: 120 Level 3: 160	ASIV F2100-2020 Class I	ASTMF2100-2020 Level 1: 245 Level 2: 248 Level 3: 248	ASTMF2100-2020 Level 2: < 5.0 Level 2: < 6.0 Level 3: < 6.0
<u>.</u>	8		2
Resistance to penetration by systectic blood, miniumpressure immm Hg for pass result.	Flame Spread	Bacterial Filtration Efficiency,%	Differential Pressure, rm H20,cm2

~	2	2
Outgoing Quality Controller	Outgoing Quality Controller	Outgoing Quality Controller
Immediale Report Fresse	Immediate Report Freeze	immediale ReportiFreeze
ASTM F2286IF2286IM.03 An AQL of 4.0% is mellion a single sampling plan when 29 or more of 32 tested specimens show "pass" result	ASTM F1862/F1862/N-2017 An AQL of 4.0% is mellor a single sampting plan when 29 or more of 32 testes speciments show "pass" result	16.CFR Part 15:10-2008 An AQL 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)		
33	32	20
Laids, Sphere Pariculates Penetration Efficiency System	Synthecild Blood Peretration Tase Apparatus Balance Targeling Plate Air Pressure Source Tensionmeter Syntheuic Blood	Flammability Tester
ASTM F2'00-2020 Level 1: 245 Level 3: 248 Level 3: 248	ASTM F2:00-2020 Level 1: 80 Level 2: 120 Level 3: 160	ASTM F2:00-2020 Gass I
12.4.3	8.5	8.53
Submicron particulate filtration efficiency at 0.1 micron, %	Resistance to peretration by systectic blood, minium pressure in mm Hg for pass result.	Flame Spread
Surgical Face Nask		
Outpoing Quality Control		

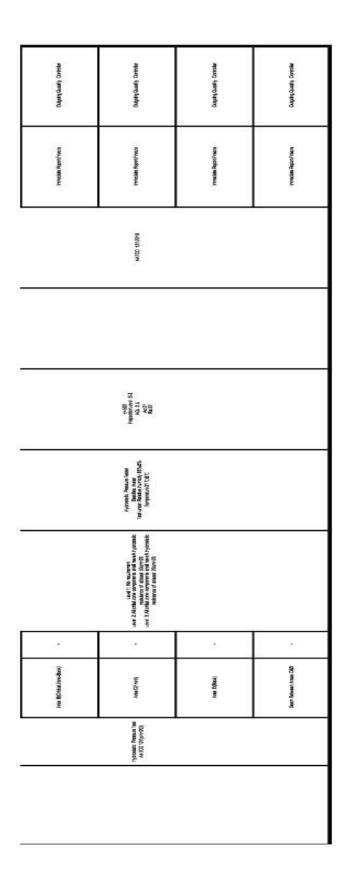
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Range of Application	ication	Applied only with De	ell Comi	Applied only with Dell Corning Nitrile Gloves Manufacturing Plant	lacturing Plant					
Amended Content	ntent	N/A								
Process	Steps	Major Control Point	Key point	Spec/Standard	Measure Tool	Sample Quantity	Sampling Frequency	Test Method	Feedbacks on Failure	Responsible Dep/person
		Charge Ratio		Conliguration Card	Visual	1	Everytime of Compounding	NBR Compounding Operation Essentials	1.Report to Producing Department 2. Apply to Protocol of Cunquilled Control Plans	Quality Inspector
	NBR Compounding Tank	Solid Content %	•	Nitrile Gloves Compound Tank Ingredients Card	Oven	>5ml	Everytime of Compounding	Oven Solid Content % Measurement	<ol> <li>Report to Producing Department</li> <li>Adjust Composition until Guilfied</li> </ol>	Quality Engineer
		KOH Flow Control		12-201/min	Flow Valve	1	Everytime of Compounding	NRR Compounding Operation Essentials	<ol> <li>Report to Producing Department</li> <li>Adjust Flow to the Required Rate</li> </ol>	Moniter
	NBR Stewing	Charge Ratio		Stewing Card	Visual	'	Everytime of Compounding	NBR Stewing Checklist Card	1.Report to Producing Department 2.Apply to Protocol of Lunquilled Control Plans	Quality Inspector
	Tank	Solid Content %	•	Dell Coming Compound Tank Mangement Specs	Oven	≥5ml	Everytime of Compounding	Oven Solid Content % Measurement	<ol> <li>Report to Producing Department</li> <li>Adjust Composition until Qulified</li> </ol>	Quality Engineer
	Coagulant	Charge Ratio		Nitrile Gloves Coagulant Craft Process	Visual	'	Everytime of Compounding	Coogulant Compounding Operation Essentials	1.Report to Producing Department 2. Apply to Protocol of Unquilled Control Plans	Quality Inspector

Quality Engineer	Quality Inspector	Quality Engineer	Quality Engineer	Quality Inspector	Quality Inspector	Quality Inspector	Quality Inspector	Operator
<ol> <li>Report to Producing Department</li> <li>Adjust Composition until Gulffied</li> </ol>	<ol> <li>Report to Producing Department</li> <li>Adjust Composition until Guilfied</li> </ol>	<ol> <li>Report to Producing Department</li> <li>Adjust Composition until Qulified</li> </ol>	<ol> <li>Report to Producing Department</li> <li>Adjust Composition until Gulffed</li> </ol>	1. Report to Producing Depart Stop Compounding/Repleni shing	1. Report to Producing Department. Stop Compounding/Repleni shing	1. Report to Producing Department, Stop Compounding/Repleni shing	1. Report to Producing Department to Keep Stirring until the Time Is Fulfilled	Immediate Report/Adjustment
Coogulant Titration Operation Essentials	Pickling Solution Compounding Operation Essentials	pH Measurement and Test Operation Essentials	pH Measurement and Test Operation Essentials	Humectant Compounding Operation Essentials	SDBS Dispersion Liquid Compounding Operation Essentials	Sodium Metasilicate Pentahydrate-Sodium Hexametaphasphate Compounding Operation Essentials	Sodlum Metasilicate Pentahydrate-Sodlum Hexamelaphosphate Compounding Operation Essentials	Acid Concentration Titration Operation Essentials
Everytime of Compounding	Everytime of Compounding	Everytime of Compounding	Everytime of Compounding	Everytime of Compounding	Everytime of Compounding	Everytime of Compounding	Everytime of Compounding	Every 6 Hours
≥ 5ml	1	≥5ml	≥5ml	1	1	1	1	1
Titration	Inspect on Ingredients Card	pH Meter	pH Meter	Visual	Visual	Visual	Visual	litration
Dell Coming Compound Tank Mangement Specs	Dell Coming Compound Tank Mangement Specs	Dell Coming Compound Tank Mangement Specs	Dell Coming Compound Tank Mangement Specs	Humectant Compounding Process	SDBS Dispersion Liquid Compounding Ingredients Card	Alkali Wash Compounding Ingredients Card	>30min	1~8%
•		•	•					
Calcium Nitrate Ratio	Charge Sequence	pH Value	pH Value	Charge Ratio	Charge Ratio	Charge Ratio	Stirring Time	Acid Concentration
Compounding	Pickling Solution	Compounding	Alkali wash Compounding	Humectant Compounding	SDBS Dispersion Liquid Compounding	G/L Dispersion Liquid Compounding	G/L Dispersion Liquid Compounding	Acid Wash
	6-10-10-00-00-00-00-00-00-00-00-00-00-00-							

Hand Mould Washing	Alkali wash	Alkali Concentration	0.5~10%	ко Ко	Titration	1	Every 6 Hours	Alkali Concentration Titration Operation Essentials	Immediate Report/Adjustment	Operator
	Hand Mould Drying	Oven Temperature	lechnical Pracess Parameter Value	Process or Value	Temperature Sensor	1	Every 4 Hours	Production Line Fans Operation Essentials	Immediate Report/Maintenance	Equipment Maintenance
		Hand Mould Palm Temperature	rechnical Process Parameter Value		Intrared	1	Every 4 Hours	Gloves Producing Process Test Operation Essentials	Immediate Report/Maintenance	Equipment Maintenance
		Ca(NO3)2 Concentration	• 10~30%	26	Titration	≥5ml	Every & Hours	Coagulant Concentration Titration Operation Essentials	Immediate Report	Moniter
Z	Coagulant	Liquid Level	fechnical Process Parameter Value	Process or Value	Ruler	1	Every 4 Hours	Gloves Producing Process Test Operation Essentials	Liquid Level Adjustment	Operator
		Strainer Cleaning	1		Visual	1	Every 4 Hours	Production Line Tanks Inspection Operation Essentials	Strainer Cleaning/Repairing	Operator
		Tank liquid Temperature	Production Workshop Technical Parameters	Norkshop srameters	Temperature Sensor	1	Every 4 Hours	Temperature Type Instruments Operation Essentials	Repair/Replace	Operator
	Drying	Oven Temperature	fechnical Process Parameter Value	Process or Value	Temperature Sensor	/	Every 4 Hours	Production Line Fans Operation Essentials	Immediate Report/Repair	Equipment Maintenance
	Dipping	pH Value	• 8-12	2	pH Meter	≥5ml	Every 4 Hours	Production Workshop Technical Parameters Operation Essentials	Immediate Report	Process Quality Controller

Titration / Every 6 Hours Alkali Concentration Immediate Operator Report/Adjustment Operator	Temperature / Every 4 Hours Production Line Fans Immediate Equipment Sensor	Infrared / Every 4 Hours Cloves Producing Process Immediate Fauloment Thermometer / Every 4 Hours Test Operation Essentials Report/Maintenance Maintenance	Titration >5ml Every & Hours Coagulant Concentration Immediate Report Moniter Essentials	Ruler / Every 4 Hours Gloves Producing Process Liquid Level Operator	Visual / Every 4 Hours Production Line Tanks Strainer Inspection Operation Cleaning/Repairing Operator Essentials	Temperature 1 v Perior 4 Hours Temperature 1 v Perior Repair/Replace Operator Sensor	lemberature / Every 4 Hours Production Line Fans Immediate Equipment Sensor / Report / Repair Maintenance	
0.5~10%	Parameter Value Parameter Value Parameter Value 10-30% 10-30%	,	Production Workshop Fechnical Parameters	fechnical Process Parameter Value	812			
0.5	Technic	fechnic	•	fechnic		Productio	Technic	* •
Alkali Concentration	Oven Temperature	Hand Mould Palm Temperature	Ca(NO3)2 Concentration	Liquid Level	Strainer Cleaning	Tank Liquíd Temperature	Oven Temperature	pH Value
Alkali Wash	Hand Mould Drying			Coagulant			Drying	Dipping

Divina         Unertained         Production Average         Unertained         Production Average         Immediate Resolution Average <th> Dipping</th> <th>Solid Content %</th> <th></th> <th>10-30%</th> <th>Oven/Electronic Balance</th> <th>≥ 5ml</th> <th>Every 4 Hours</th> <th>Production Workshop Technical Parameters Operation Essentials</th> <th>Immediate Report</th> <th>Process Quality Controller</th>	 Dipping	Solid Content %		10-30%	Oven/Electronic Balance	≥ 5ml	Every 4 Hours	Production Workshop Technical Parameters Operation Essentials	Immediate Report	Process Quality Controller
Italidid         Production Workhood         Tenno         Production Workhood           Phy Value         -         812         PH Value         Production Workhood           PH Value         -         812         PH Meter         >5ml         Freey 4 Hours         Production Workhood           PH Value         -         812         PH Meter         >5ml         Freey 4 Hours         Production Workhood           Solid Content %         -         812         PH Meter         >5ml         Freey 4 Hours         Production Workhood           Solid Content %         -         812         PH Meter         >5ml         Freey 4 Hours         Production Workhood           Incrition Workhood         -         Belonce         >         Freey 4 Hours         Production Workhood           Incrition Workhood         -         -         Belonce         >         Deedition Korkhood           Incrition Workhood         -         -         -         -         -         Deedition Workhood           Incrition Workhood         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -         -	 Drying	Oven Temperature		Production Workshop Technical Parameters	Thermo Detector	1	Every 4 Hours	Production Workshop Technical Parameters Operation Essentials	Immediate Report	Process Quality Control/ Equipment Maintenance
Production Workshoot     B-I12     PH Meter     >Smil     Every 4 Hours     Production Workshoot       Solid Content %     B-I12     PH Meter     >Smil     Every 4 Hours     Production Workshoot       Solid Content %     I 0-30%     Oven/Electronic     >Smil     Every 4 Hours     Production Workshoot       Solid Content %     I 0-30%     Oven/Electronic     >Smil     Every 4 Hours     Production Workshoot       Iemberdule     Production Workshoot     Ihemo     I     Every 4 Hours     Production Workshoot       Iemberdule     Production Workshoot     Ihemo     I     Every 4 Hours     Production Workshoot       Iemberdule     Production Workshoot     Ihemo     I     Every 4 Hours     Production Workshoot       Iemberdule     Production Workshoot     Ihemo     I     Every 4 Hours     Production Workshoot       Iemberdule     Production Workshoot     Ihemo     Internol     Internol     Internol       Iemberdule     Production Workshoot     Internol     I     Internol     Internol       Iemberdule     Production Workshoot     Internol     Internol     Internol     Internol       Iemberdule     Production Workshoot     Internol     Internol     Internol     Internol       Iemberdule     Production Works		Liquid Temperature		Production Workshop Technical Parameters	Inermo Detector	1	Every 4 Hours	Production Workshop Technical Parameters Operation Essentials	Adjust Frozen Flow	Process Quality Control/ Equipment Maintenance
Solid Content %     Io-30%     Over/Flectronid     Smil     Every 4 Hours     Production Workhop       Solid Content %     Production Workhop     Bolance     >     Production Workhop       Temperature     Production Workhop     Interno     /     Production Workhop       Temperature     Production Workhop     Interno     /     /       Temperature     Production Workhop     Interno     /     /       Temperature     Production Workhop     Interno     /     /       Temperature     Production Workhop     /     /     /       Temperature     /     /     /     /     /       Temperature     /     /     /     /     /       Temperature     /     /     /     /     /       Colorition Workhop     /     /     /     /       Temperature     /     /     <	Dipping	pH Value	•	812	pH Meter	≥ 5ml	Every 4 Hours	Production Workshop Technical Parameters Operation Essentials	Adjust	Process Quality Control/ Process Engineer/Operat
Temperature     Production Workshop     Thermo     /       femberature     Production Workshop     Thermo     /       femberature     Production Workshop     Thermo     /       femberature     Production Workshop     /     /       femberature     100-1000pm     Itration     >       concentrolion     100-1000pm     Itration     >       femberature     100-1000pm     Itration     >       femberature     Production Workshop     /       femberature     Intration     >		Solid Content %		10-30%	Oven/Electronic Balance	≥5ml	Every 4 Hours	Production Workshop Technical Parameters Operation Essentials	Immediate Report	Process Quality Control/Process Engineer
Temperature     Production Workshop Tecnnical Parameters     Thermo     /       Temperature     Production Workshop Tecnnical Parameters     Production Workshop       Chlorihe     100-1000pm     Titration     >>ml       Concentration     100-1000pm     Titration     >>ml       Fuely & Hours     Production Workshop     Production Workshop       Concentration     100-1000pm     Titration     >>ml       Fuely & Hours     Production Workshop     Production Workshop       Temperature     Production Workshop     Thermo       Temperature     Production Workshop     Production Workshop	Drying	Oven Temperature		Production Workshop Technical Parameters	Inermo Detector	1	Every 4 Hours	Production Workshop Technical Parameters Operation Essentials	Immediate Report	Process Quality Control/Equipme nt Maintenance
Chlorine     100-1000pm     Titration     >5ml     Every 6 Hours     Production Workshop       Concentration     Increase     >5ml     Every 6 Hours     Decration Essentials       Concentration     Production Workshop     Thermo     /     /       Temperature     Production Workshop     Thermo     /     /       Temperature     Production Workshop     Thermo     /     /	Main Oven	Temperature		Production Workshop Technical Parameters	Thermo Detector	1	Every 4 Hours	Production Workshop Technical Parameters Operation Essentials	Immediate Report	Process Quality Control/Equipme nt Maintenance
Oven Production Workshop Temperature Technical Parameters Detector / Every 4 Hours Coercition Essentials	Chlorine Washing	Chlorine Concentration		100-1000pm	Titration	≥5ml	Every 6 Hours	Production Workshop Technical Parameters Operation Essentials	Immediate Report/Cnlorine Adjustment	Operator/Process Quality Controller
	 Final Oven	Oven Temperature		Production Workshop Technical Parameters	Thermo Detector	1	Every 4 Hours	Production Workshop Technical Parameters Operation Essentials	Immediate Report	Process Quality Control/Equipme 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/Quorantine	Immediate Report/Quarantine	Immediate Report/Quorantine	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: 5-2 AGL: 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: 5-2 AGL: 4.0 Ac: 1 Re:2	ASIMD6319-19 Clause 7.4 Inspection Level: 5-2 AGL: 4.0 Ac: 1 Re: 2	ASIMD6319-19 Clause 7.4 Inspection Level: 5-2 AGL: 4.0 Ac: 1 Re:2	ASTMD6:319-19 Clause 7.3 ASTM D5151-19 Inspection Level: G4 Ac: 10 Re: 11 Re: 11	ASIMD6319-19 Clause 7.6 ASIM Db174-06(R17) Procedure 1 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
1	Based on Requirement			13 PCS			200 PCS	SPCS
Speed fest	Electronic Scale	Thickness Meter	Tension Meter	Tension Meter	Ruler	Ruler	Watertightness Equipment	Ven
Production Workshop Technical Parameters	Based on Requirement	Median Value ≫ 0.05mm	> I⊿MPa(Before Aging)	> 500%(Before Aging)	M: >230mm	M: 95±10mm	ASTM D6319	ASIM D6319
•		•	•	•	•	•	•	•
Production Line Speed	Weight	fhickness(Finger/ Palm)	Tensile Strength	Ultimated Elongation	Length	width	Freedom from Holes	Powder-Free Residue
Production Line Speed		Physical Property Test and Dimensions Dimensions Removable 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: G-I Critical-Lero Lolerance 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	Gioves Appereance Inspection Operation Essentials	Immediate Report/Quarantine	Process Quality Control/Operator
Packaging Control	Quantity Check	Quantity		Packing Standard	Count	Ē	Every Hour	Gloves Appereance Inspection Operation Essentials	Immediate Report/Quarantine	Process Quality Control
BUK	Nonsterlle and Buld Packaging	Packaging		Packing Standard	Drop fest	Inspection	Every Hour	ASIMD6319-19 Clause 9.2 8.9.3	Immediate Report/Quarantine	Outgoing Quality Control
		Weight		Based on Requirement	Electronic Scale	Based on Requirement	Every Lot	Based an 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: 5-2 AQL: 4.0 Ac: 1 Re: 2	Immediate Report/Freeze	Outgoing Quality Control/Storage
	Physical Property fest	Tensile Strengtn	•	≽14MPa(Before Aging)	Tension Meter		Every Lot (200.000 PCS)	ASIMD6319-19 Clause 7.5 Inspection Level: 5-2 AQL: 4.0 Ac: 1 Re:2	Immediate Report/Freeze	Outgoing Quality Control/Storage
	and Dimensions	Ultimated Elongation	•	≥500%(Before Aging)	Tension Meter	13 PCS	Every Lot (200.000 PCS)	ASIMD6319-19 Clause 7.5 Inspection Level: 5-2 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: 5-2 AQL: 4.0 Ac: 1 Re:2	Immediate Report/Freeze	Outgoing Quality Control/Storage

Outgoing Quality Control/Storage	Outgoing Quality Control/Storage	Outgoing Quality Control/Storage	Outgoing Quality Control/Storage	Outgoing Quality Control/Delivery
Immediate Report/Freeze	Immediate Report/Freeze	Immediate Report/Freeze	Immediate Report/Freeze	Immediate Report/Recall
ASIMD6319-19 Clause 7.4 Inspection Level: 5-2 AQL: 4.0 Ac: 1 Re: 2	ASTM D6319-19 Clause 7.3 ASTM D5151-19 Inspection Level: G4 ACI 2.5 Re:11 Re:11	ASIMD6319-19 Clause 7.6 ASIM D6124-06[R17] Procedure1 Inspection Level: N-5 Average: <2.0mg	Inspection Level: G-I Criticari-Zero folerance Major-AQL 2.5 Minor-AQL 4.0	Gloves Outgoing Festing Operation Essentials
Every Lot (200,000 PCS)	Every Lot (200.000 PCS)	Every Lot (200.000 PCS)	Every Lot (200.000 PCS)	Every Container
	200 PCS	SPCS	200 Cartons/ 2000 Boxes	1
Ruler	Watertightness Equipment	Oven	Visual	1
M: 95±10mm	ASTM D6319	ASTM D6319	Cosmetic-Critical Cosmetic-Major Cosmetic-Minor	Delivery Plan
•	•	•	•	
width	Freedom from Holes	Powder-Free Residue	Apperence Inspection	Order Number/Carton Quantity
	Freedom from Holes	Removable Surface Powder	Apperence Inspection	Load
				Container Loading

## 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. <u>Purchase Orders</u>. 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. <u>Payment; Invoices.</u> Participant shall compensate Vendor for Products in accordance with Vendor's prices and fees set forth in <u>Exhibit A</u>. 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. <u>Acceptance</u>. 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. <u>Reports</u>. 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. <u>Records Retention</u>. 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. <u>Conflict of Interest</u>. 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 <u>https://www.lacare.org/procurement/codeconduct</u>, 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. <u>Vendor Insurance Requirements for Participant</u>. 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. <u>Quota; Minimum Purchase Requirements</u>. 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.