

**\*\*\*TERMS AND CONDITIONS REGARDING FACE SHIELDS\*\*\***

Ark-La-Tex 3D Technology, LLC (hereinafter “3D”) is preparing, providing, and selling these Face Shields (hereinafter referred to as “the Face Shield”) to You, the healthcare provider, institution, organization, employer, or person accepting the delivery of these Face Shields in order to address the emergency situation associated with the nationwide shortage of personal protective equipment (PPE) and the spread of COVID-19, which has resulted in the following:

- The Secretary of Health and Human Services’ declaration of a Public Health Emergency on January 31, 2020, under section 319 of the Public Health Service Act (42 U.S.C. 247d), in response to COVID-19;
- Governor John Bel Edwards’s declaration of a Public Health emergency in Louisiana related to COVID-19 on March 11, 2020; and
- President Donald J. Trump’s finding and proclamation on March 13, 2020 that the COVID-19 outbreak in the United States constitutes a national emergency.

The Face Shield is based on a design by Erik Cederberg and 3DVerkstan, which can be downloaded from <https://www.youmagine.com/designs/protective-visor-by-3dverkstan/> and that has been made available under a Creative Commons Attribution Share Alike Public License. The Veterans Health Administration has reviewed the design by 3DVerkstan for the COVID-19 crisis, and the National Institute of Health has stated on the NIH 3D Print Exchange that the “design has undergone review in a clinical setting and is recommended when fabricated as instructed.”

The cause of this agreement is to provide the Face Shields to healthcare workers, healthcare networks, and others, who cannot avoid exposure to COVID-19, as soon as possible during this statewide and national emergency to assist in the prevention of viral transmission of COVID-19.

The Face Shield does not provide unlimited protection against the transmission of pathogens. The Face Shield’s wearer should check that the length and width of the Face Shield is suited for the task that he or she is planning to perform, while wearing the Face Shield. Eye and face protective devices are not substitutes for N95 masks, N95 equivalents, surgical masks, HAZMAT suits, or other Personal Protective Equipment that specific circumstances might require.

The Face Shields should not be relied on to provide complete protection against COVID-19 or other hazards, but should be used in conjunction with whatever Personal Protective Equipment the specific situation requires or in such circumstances in which PPE might otherwise not be available. Please, do not use the Face Shield as a substitute for respiratory protection when it is needed. 3D is doing the best 3D can, as quickly as 3D can to provide personal protective equipment under these extraordinary circumstances.

Due to the urgent need to provide Face Shields as fast as possible, 3D cannot guarantee the Face Shield's efficacy in general or with regards to preventing transmission of COVID-19. It does not provide extraordinary protection against flying particles, splash, spray, or spatter. It is not unbreakable. It does not provide suitable protection against x-rays, gamma rays, high energy particulate radiation, or lasers. Time is of the essence and circumstances prohibit 3D from testing the ability of the Face Shield to remain in the same position for an extended time period in field conditions, especially for medical procedures that require opening or penetrating the skin, or in situations in which airborne particulates are forced from a carrier's lungs (as in the case of cardiac or respiratory arrest).

Any healthcare provider, employer, or organization distributing the Face Shields to staff, volunteers, healthcare professionals, or others should develop best practices for the use of Face Shields based on their expertise, the circumstances facing said provider because of COVID-19, and relevant guidelines from the State of Louisiana, Occupational Safety and Health Administration, the Center for Disease Control, and the World Health Organization. 3D is providing these Face Shields to you based on the reasonable belief (and our faith) that You will utilize best practices to guarantee your safety or to enhance the safety of your volunteers and/or employees.

3D also expects you to consult with and otherwise your supervisors, employers, employees, and safety specialists to guarantee that the Face Shields are used in a manner that maximizes the safety of healthcare workers (and any other users), while minimizing any potential dangers the Face Shields may inadvertently create.

3D also expects you to provide your healthcare workers or employees with sufficient time and training to learn (and internalize) the best way to wear the Face Shield both in general and for their specific job requirements. 3D assumes that wearer should not wear the Face Shield until a snug and secure fit has been obtained by adjusting the Face Shield headgear; however, you, your employees, and your agents are in a far superior position to determine the best practices that govern the use of the Face Shield.

While 3D will attempt to guarantee the Face Shields are clean, 3D is not responsible for and has no duties related to the sanitization of the Face Shields. By accepting delivery of these Face Shields, you agree that you take responsibility for and assume all duties and obligations related to the cleaning, sanitization, distribution, maintenance, and use of the Face Shields.

Neither 3D nor those working on its behalf have assumed any duties or obligations through its delivery of the Face Shields, and this letter does not give rise to any duties or impose any obligations upon 3D towards you or any third parties. By accepting this delivery, you agree to waive any actionable claims against 3D and its employees, managers, and/or members that arise from and/or relate to the Face Shields. You also agree that you shall indemnify, hold harmless, and defend 3D and/or its employees, agents, successors, permitted assigns, managers, and/or members (hereinafter, "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, that are incurred by

Indemnified Party (collectively, “Losses”), arising out of or related to any third-party claim related to the Face Shields being provided to you.

By accepting delivery of these Face Shields, you agree that if a dispute arises out of or relates to this contract, a breach thereof, and/or the Face Shields, you agree that if the dispute cannot be settled through negotiation, you agree to settle the matter by arbitration administered by the American Arbitration Association in accordance with its Arbitration Rules, and that judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. 3D shall have the exclusive authority to choose the arbitrator.

We, as well as everyone else in our community, are rooting for you and our healthcare workers. This order is based on our understanding that COVID-19 presents an existential threat to our way of life, that a thoroughly publicized national shortage of Personal Protective Equipment requires the immediate production of Face Shields to prevent our healthcare providers and others, who cannot avoid exposure to COVID 19, from being overwhelmed, and our faith that your expertise and talent guarantees the Face Shields will help our community overcome this national emergency.

God Bless, and God Speed.