

ADDENDUM TO AGREEMENT
PERSONAL PROTECTIVE EQUIPMENT

This Addendum is incorporated by reference and is made a part of the Agreement between the Parties. All terms included in this Addendum shall be in addition to, and not in replacement of, those terms set forth in the Agreement. All capitalized terms not specifically defined in this Addendum shall be read to have the meaning given to those terms as provided in the Agreement.

1. APPOINTMENT

This Addendum applies with respect to Quad’s services to provide personal protective equipment to Client, including without limitation face coverings including masks and shields, gloves, gowns, or other wearable products and equipment (“**PPE**”).

2. NON-MEDICAL PPE EQUIPMENT

A. Additional Terms and Conditions. Because of the unique nature of and purpose for the PPE, the terms set forth in this Addenda control over any contrary or inconsistent terms and conditions contained or referenced in the Agreement.

B. Warnings and Disclaimers.

- i. The PPE are non-medical devices and are not intended for or to be used in any surgical, medical, clinical or healthcare setting, or any other setting where the infection risk level through physical, chemical, or inhalation exposure is present, or where exposure to liquid, bodily or other hazardous fluids may be expected.
- ii. No claim is made that the PPE is sterile or prevents or protects against any microbial or viral transmission, or that the PPE filters, prevents or protects against the transmission of any particulate size other than as specified on any labeling provided with the PPE.
- iii. No claim is made that the PPE complies with any orders, regulations or guidance issued by federal, state or local public or health officials, including the Food and Drug Administration (FDA), Centers for Disease Control and Prevention (CDC), Occupational Safety and Health Administration (OSHA), National Institute for Occupational Safety and Health (NIOSH), or any other agency concerning the use of personal protective equipment or other infection control measures.
- iv. THE PPE ARE SOLD “AS IS.” QUAD DOES NOT MAKE OR GIVE, AND HEREBY EXPRESSLY DISCLAIMS, ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PPE EQUIPMENT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND (c) WARRANTY OF NON-INFRINGEMENT.

3. RESALE

The PPE are not intended, packaged or labeled for resale.