

KIRKLAND & ELLIS

STANDARD PURCHASE ORDER TERMS AND CONDITIONS

All purchase orders ("PO") issued by Kirkland & Ellis LLP or its affiliated partnerships ("Buyer") are made expressly subject to these additional terms and conditions (together with the PO, the "Agreement").

This Agreement is between the Buyer and the supplier identified in the PO ("Supplier"). The Agreement constitutes Buyer's offer to Supplier to supply named products ("Goods") or services ("Services") and is subject to the Agreement.

In the event there are conflicting terms and conditions between the Agreement and an additional valid agreement fully executed by both parties (the "Negotiated Agreement"), the Negotiated Agreement will prevail through the term thereof.

No revisions to the Agreement shall be valid unless in writing and signed by an authorized representative of the Buyer.

1. **ACCEPTANCE.** By shipping the Goods or performing the Services specified in the PO, Supplier accepts the Agreement and agrees to be bound by the terms and conditions provided herein.
2. **TIMELY PERFORMANCE.** Supplier acknowledges and agrees that time is of the essence in the delivery of Goods or completion of the Services within the time frame mutually agreed upon by Buyer and Supplier, is vital to the interest of Buyer, and that failure to complete the Services within such timeframe constitutes a breach of this PO Agreement.
3. **CHANGES.** Buyer reserves the right at any time prior to shipment to make a change as to: (1) specifications; (2) method of delivery; (3) place of delivery, (4) schedule of delivery and the (5) quantities of delivery.
4. **CANCELLATION.** Buyer reserves the right to cancel this Agreement, or any portion of thereof, without liability, if: (a) as time is of the essence in this Agreement, delivery is not made when and as specified; (b) Supplier fails to meet contract commitments as to exact time, price, quality or quantity; (c) Supplier ceases to conduct its operation in the normal course of business; (d) Supplier is unable to meet its obligations herein; (e) proceedings are instituted against Supplier under the bankruptcy laws or any other laws relating to the relief of creditors; (f) a receiver is appointed or applied for by Supplier; or (g) any assignment is made by Supplier for the benefit of creditors. Buyer also reserves the right to cancel for any other reason permitted by the Uniform Commercial Code then in effect. In the event of a cancellation, Buyer shall have no further obligations to Supplier except to pay for deliverables that were provided to Buyer prior to such termination and were accepted by Buyer. Upon termination, Supplier shall provide any transition assistance that may be reasonably requested by Buyer.
5. **DELIVERY.** Risk of damage to or loss of the Goods shall pass to Supplier upon delivery and unloading at the destination in accordance with the Agreement. Supplier shall deliver the Goods or Services to Buyer by appropriate conveyance no later than by the dates as agreed by the parties.
6. **INSPECTION AND REJECTION.** All Goods are subject to final inspection and acceptance by Buyer at destination notwithstanding any payment. Such inspection will be made within a reasonable time after receipt of Goods.

Buyer reserves the right to reject any Goods which are not in conformance with the PO, and shall notify Supplier of such rejection within a reasonable period following discovery. Such Goods shall be held by Buyer, returned to Supplier at Supplier's expense, or refunded by Supplier at the election of Buyer.

7. **INVOICING & PAYMENT.** Supplier shall establish an electronic account in the Coupa Supplier Portal ("CSP"), through which Supplier will receive purchase orders from Buyer. Invoices shall be submitted by Supplier to Buyer through the CSP. Use of CSP shall be at no cost to the Supplier; additional instructions and support related to use of the CSP can be found at <https://kirkland.com/content/suppliers/external-suppliers>. The purchase price for the Goods or Services shall include all taxes, customs duties, customs fees or other governmental charges due with respect to the Goods or Service. Buyer shall pay for any taxes that it is statutorily required to pay. Delays in receiving invoices, errors, or omissions on invoices or lack of supporting documentation required by the terms of this Agreement will be cause for postponing the start of the payment terms until the correct information is received. Buyer will pay undisputed invoices within 30 days of receipt, or as set forth in Buyer's agreement with the manufacturer, if applicable.
8. **DISPUTED CHARGES.** Where any item or items on an invoice are disputed Buyer may withhold payment for the item or items so disputed until such time as the dispute is resolved.
9. **SUPPLIER'S REPRESENTATIONS AND WARRANTIES.** Supplier represents and warrants that: (a) Supplier owns all rights, title and interest in the Goods and Services and has legal authority to sell, license or otherwise transfer the right to use or sell such Goods and Services to Buyer; (b) the Goods and Services covered under the PO are of good and merchantable quality and free from defects in design, material and workmanship, are safe and conform to applicable specifications, drawings, samples, descriptions and associated documentation provided to the Buyer in writing; (c) the Goods and Services, and the production and sale thereof, and all warranties, guarantees, representations by Supplier made or authorized to be made in connection therewith are in all respects in compliance with all applicable international, federal, state, local laws, rules and regulations.; (d) the Goods are fit for the use intended; (e) no Goods and/or Services, or their sale or use will infringe any patents, trademarks, copyrights, trade secrets or similar intellectual property rights of any third party; (f) Supplier will comply with all federal, state and local laws, ordinances, rules and regulations applicable to its performance under this Purchase Agreement; (g) Supplier has not changed any compositions, formulations, or other constituents of the Goods without written approval from Buyer.
10. **ANTI BRIBERY.** Supplier undertakes that it will not, and will ensure that any person acting on its behalf in connection with this Agreement (including, without limitation employees, affiliates and agents) does not: (i) offer, promise or give any financial or other advantage to any person with the intention of influencing a person (who need not be the recipient of the advantage) to perform his or her function improperly, or where the acceptance of such advantage would itself be, or might be seen to be, improper; or (ii) offer, promise or give any financial or other advantage to a foreign public official (or

to any other person at the request of, or with the acquiescence of, a foreign public official) with the intention of influencing that official in the performance of his or her public functions, in either case with a view to obtaining or retaining business or any form of commercial advantage either for Buyer or for Supplier in connection with this Agreement.

11. **COMPLIANCE WITH LAWS.** Supplier represents and warrants that no law, regulation or ordinance of the United States, or any state or governmental authority or agency has been violated in the manufacture, procurement, transporting or sale of any of the Goods or Services furnished, work performed or service rendered pursuant to this Agreement.
12. **INDEMNIFICATION.** Supplier shall assume entire responsibility for and shall defend, indemnify and hold Buyer, and its directors, officers, employees and agents (collectively, the "Indemnitees") harmless against all losses, liabilities, claims, costs and expenses arising directly or indirectly out of or in connection with the performance related to this Agreement arising from, but not limited to: Injury to any person in the employment of the Supplier or any Supplier subcontractors; loss of or damage to the property of Supplier, any subcontractor of Supplier and any of their respective personnel whatsoever and howsoever arising, or by reason of any actual or alleged infringement of any United States patent, copyright or trade secret arising out of the Services, Goods and/or deliverables supplied to Buyer by Supplier. The provisions of this paragraph "Indemnification" shall survive the termination of the Agreement for whatever reason.
13. **CONFIDENTIALITY.** Supplier acknowledges that it is, may be or will be privy to confidential information of Buyer. Supplier agrees it will use such confidential information only in the furtherance of its work under the Agreement and shall not transfer or otherwise disclose the confidential information to any third party except with written authorization from an authorized representative of Buyer.
14. **INSURANCE.** Whenever Supplier shall, by virtue hereof, have in its possession property of Buyer, Supplier shall be deemed as insurer thereof and shall be responsible for its safe return to Buyer.

If Supplier is to perform any services for Buyer on any premises owned or controlled by Buyer or elsewhere, Supplier agrees to: (1) keep such premises and work free and clear of all mechanic's liens, and furnish to Buyer proper affidavits and/or waivers certifying thereto; (2) perform such Services at Supplier's sole risk prior to its written acceptance by Buyer, and replace at Supplier's sole expense all property damaged or destroyed by any cause whatsoever; (3) carry workmen's compensation insurance covering all employees to be used by Supplier or Supplier's subcontractors in connection with such services and public liability insurance covering Supplier's liability hereunder; and (4) prior to commencing the performance of any services hereunder, furnish to Buyer certificates of its insurance carrier showing that such workmen's compensation and liability and property damage insurance is in force.

All shipments shall be insured for full value of goods therein. This insurance shall include the full value of any materials furnished by Buyer whether or not these

materials have been altered by Supplier. Supplier accepts full responsibility for financial reimbursement to Buyer for all materials, lost or damaged and not insured.

15. **PUBLICITY.** Supplier shall not make or publish any notice, advertisement, press release, or other communication with respect to the Agreement, its contents, or the Goods or Services without Buyer's prior written consent. Supplier shall not use Buyer's name or logo in any of its advertising, client list, or sales promotional material without Buyer's prior written consent.
16. **EQUAL OPPORTUNITY.** Supplier will provide Services to Buyer without discrimination on account of race, sex, color, religion, national origin, age, physical or mental disability, or veteran's status.
17. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the domestic laws of the state of Illinois.
18. **ASSIGNMENT.** No assignment of any rights, including rights to money due or to become due hereunder, or delegation of any duties under this order shall be binding upon Buyer until its written consent has been obtained.
19. **HEADINGS.** The headings contained in this Agreement are for convenience of reference only and are not intended to have any substantive significance in interpreting this Agreement.
20. **FORCE MAJEURE.** Both parties shall be relieved from any and all liability under or in connection with this Agreement to the extent that such liability arises from any failure to perform any of its obligations under or in connection with this Agreement which have been caused or contributed to by a force majeure event or circumstance including acts of God, war, civil disturbance, government action, strikes, lock-outs, or labor disputes, computer virus, epidemic, pandemic, or any other event or circumstance or cause whatsoever beyond the reasonable control of the party.
21. **SEVERABILITY AND INDIVIDUAL PROVISIONS.** If any term, condition, or provision of this Agreement is for any reason declared or found to be illegal, invalid, ineffective, inoperable, or otherwise unenforceable, it shall be severed and deemed to be deleted from this Agreement and the validity and enforceability of the remainder of this Agreement shall not be affected or impaired thereby the remaining terms shall remain in full force and effect.
22. **WAIVER OF FAILURE TO ENFORCE A PROVISION.** Failure by either party at any time to enforce any provision of this Agreement against the other shall not be construed as a waiver of such entitlement and shall not affect the validity of this Agreement or any part or parts hereof or the right of the relevant party to enforce any provision in accordance with its terms. The rights and/or remedies of either party may only be waived by formal written waiver which is signed by a duly authorized representative of the party waiving its rights and which makes express and unequivocal reference to the waiver being made.