

COVID-19 FACE SHIELD TERMS

Thank you for contributing to the effort to prevent the spread of COVID-19 to front line health care workers. Before you go ahead and begin printing and distributing face shields, LNG Productions Inc. (“**LNG Studios**”) requires that you agree to the following terms:

1. USE DILIGENCE (AND COMMON SENSE)

a. COVID-19 remains on surfaces for an indeterminate number of days (how long the virus survives on plastic is subject to debate). It is critical that the manufacture, storing and distribution of face shields is done in a manner to prevent contamination, whether from your person(s), manufacturing equipment or the surrounding environment.

b. If you’re collaborating with others to manufacture face shield parts, you should wear a mask and fresh gloves when collecting those parts and undertake those steps reasonable and prudent to prevent contamination.

c. Speak with the hospitals you are planning to manufacture face shields for and receive their approval prior to manufacture. Each hospital has its own requirements for manufacture, delivery and unit numbers. Given the busy situation on the ground, hospitals do not have the capacity to deal with a box of face shields dropped at their door!

d. Prior to and during delivery, face shields should be stored in small batches to prevent the inadvertent spread of contamination from one batch to another.

2. DELIVERY

To reiterate, please do not deliver face shields to a hospital prior to contacting the hospital and receiving their approval. The unsolicited delivery of face shields will burden health care workers at a critical time and could further spread the virus.

If you are unable to deliver face shields to a hospital (of which the hospital approved), or manufacture/supply all components necessary to complete a face shield, LNG Studios may be able to assist. Please leave all parts in a sterilized box, clearly labeled with reference to face shields, outside of the LNG Studios office.

3. NON-COMMERCIAL LICENSE

The face shield design and instructions LNG Studios shares with you (“**Shared Assets**”) were originally developed by Prusa Research a.s. and are provided by Prusa, and to the extent modified by LNG Studios, under a non-commercial license. If you are interested in contributing, for example sharing modifications you made to the design, please visit: <https://www.prusaprinters.org/prints/25857-prusa-protective-face-shield-rc2>. We ask that you donate face shields to hospitals and their parts but, if accepted by a hospital, you may recoup costs. Do not sell masks for profit.

4. DISCLAIMER, LIMITATION OF LIABILITY

A. DISCLAIMER. SHARED ASSETS ARE PROVIDED “AS IS” AND LNG DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, TO THE EXTENT PERMITTED BY LAW. WITHOUT LIMITING THE FOREGOING, LNG STUDIOS MAKES NO REPRESENTATIONS OR WARRANTIES THAT SHARED ASSETS WILL PREVENT PERSONAL INJURY OR DEATH, COMPLY WITH APPLICABLE LAWS AND REGULATIONS IN YOUR JURISDICTION OR MEET YOUR REQUIREMENTS. NO ORAL ADVICE OR WRITTEN INFORMATION PROVIDED BY LNG STUDIOS, ITS SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES OR ASSIGNS, (ALTOGETHER, “**LNG PARTIES**”), WILL CREATE ANY WARRANTY AND YOU SHALL NOT RELY UPON SUCH ADVICE OR INFORMATION. YOU BEAR THE ENTIRE RISK AS TO THE PERFORMANCE, OPERATION AND QUALITY OF THE SHARE ASSETS.

B. LIMITATION OF LIABILITY. LNG STUDIOS AND LNG PARTIES SHALL NOT BE LIABLE TO YOU FOR ANY CLAIM, LOSS OR DAMAGE OF ANY KIND ARISING OUT OF OR RELATING TO THE SHARED ASSETS, INCLUDING WITHOUT LIMITATION DIRECT, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, LOSS OF GOODWILL, PERSONAL INJURY OR DEATH AND ANY AND ALL OTHER TANGIBLE AND INTANGIBLE DAMAGES OR LOSSES, EVEN IF LNG STUDIOS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS. NOTE THAT SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF CERTAIN TERMS OR WARRANTIES OR EXCLUSION OF LIABILITY FOR CERTAIN DAMAGES AND IF ANY DISCLAIMER OR LIMITATION OF LIABILITY IS FOUND UNENFORCEABLE, VOID OR DOES NOT FULLY SHIELD LNG AND LNG STUDIOS PARTIES FROM LIABILITY, YOU AGREE THAT THE MAXIMUM AGGREGATE LIABILITY OF LNG AND LNG PARTIES FOR ALL CLAIMS IN THE AGGREGATE WILL BE \$1.00.

5. GENERAL

a. This agreement shall not be construed to create any joint partnership, joint venture, employer-employee or agency relationship between you and LNG Studios. This agreement is governed by the laws of the province of British Columbia and the laws of Canada, without reference to principles of conflicts of laws. The parties irrevocably attorn to the jurisdiction of the appropriate provincial and federal courts of the province of British Columbia to hear any proceedings related to this agreement.

b. If any provision of this agreement is held by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law with

remaining provisions of this agreement in full force and effect. No failure or delay by a party in exercising any right, power or remedy under this agreement constitutes a waiver thereof.

c. LNG Studios may assign this agreement without your consent or notice to you. You cannot assign this agreement.

d. This agreement constitutes the entire agreement between you and LNG Studios with respect to the subject matter hereof and supersedes any prior oral or written agreements, communications or representations.