



Supplier Code

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Ethics, Risk & Compliance
Policies & Guidelines

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Introduction

Navamedic promotes the societal and environmental values of the United Nations Global Compact and United Nations Guiding Principles on Business and Human Rights to its Suppliers and uses its influence where possible to encourage their adoption. The Navamedic Supplier Code is based on the United Nations Global Compact, the United Nations Guiding Principles on Business and Human Rights, and other international standards or accepted good practices. The Supplier Code is aligned with the Navamedic Code of Conduct which is binding for all Navamedic employees.

Navamedic requires its Supplier to comply with the standards defined in the Supplier Code. Furthermore, our Suppliers are expected to adopt standards that cover the same principles and content included in our Supplier Code with their own suppliers and to perform beyond legal compliance.

Navamedic believes that society and business are best served by responsible business behaviors and practices. Fundamental to this belief is that business should not only operate in compliance with applicable laws, rules, and regulations, but that our behaviors address underlying societal concerns. Navamedic is aware that differences in local operating environments and laws create challenges in applying our standards as defined in the Supplier Code globally. Navamedic also believes that our standards are best implemented through a continual improvement approach that advances the Supplier performance over time.

The Supplier Code does not replace local law or labor agreements. Navamedic expects Suppliers to operate in compliance with applicable laws, rules, regulations, and collective bargaining agreements, in addition to the standards contained herein. Where compliance with the Supplier Code would violate local law or collective bargaining agreements, Suppliers are expected to comply with local requirements while seeking to uphold the principle underpinning the relevant Supplier Code standard.

Monitoring against our standards

Adherence to the standards contained in this Supplier Code is one of the criteria used in the Navamedic Supplier selection and evaluation process.

Navamedic expects Suppliers to adhere to applicable legal standards and any higher standards contained herein. Under certain circumstances, where the Suppliers do not adhere to these standards, but show a material commitment to improvement, Navamedic is willing to appoint the third party as a supplier.

Navamedic Supplier Standards

1 Human Rights

Navamedic is committed to conducting our business in a manner that respects the rights and dignity of all people. We will strive to prevent, mitigate, and remedy adverse human rights impacts throughout our workplace, business operations and in the communities in which we work. In order to fulfil this commitment, and in accordance with the United Nations Guiding Principles on Business and Human Rights (UNGPs), Navamedic is required to identify, assess, and address any human rights risks or impacts in its operations and supply chains.

Navamedic is committed to working with Suppliers who operate in a manner that is consistent with our values and ethical principles, including respect for human rights. In addition to the specific requirements set out under “*Section 2. Labor Rights – Fair Employment Practices*”, Suppliers are expected and strongly encouraged to conduct human rights due diligence, as set out in the UNGPs, on all internationally recognized human rights, and at a minimum, those expressed in the International Bill of Human Rights (i.e., the Universal Declaration of Human Rights, International Covenant on Civil and Political Rights, and International Covenant on Economic, Social and Cultural Rights) and the principles concerning fundamental rights set out in the International Labor Organization’s Declaration on Fundamental Principles and Rights at Work.

Human rights due diligence is the ongoing process through which Suppliers can “know and show” that they respect human rights. This includes assessing risks to human rights, integrating the findings into its decision-making and actions to mitigate the risks, tracking the effectiveness of these measures, and communicating its efforts internally and externally. The UNGPs recommend that all companies, regardless of size, sector or operational context, conduct human rights due diligence in order to prevent or mitigate any risks to human rights that they cause, contribute to or are directly linked to their operations, products or services through their business relationships; and to participate in the remediation, in whole or in part, of human rights impacts which they cause or contribute to.

In case of a perceived risk of a violation of human rights, Suppliers are required to notify us of this, and the steps being taken to avoid or mitigate such a breach, and where this is not possible for the Supplier to provide for the remediation of the adverse human rights impact where they have caused or contributed to this.

2 Labor Rights – Fair Employment Practices

Suppliers shall be committed to uphold human rights for Workers, as set out in the International Bill of Human Rights, and to promote decent work and the four pillars of the International Labor Organization’s Decent Work Agenda.

Navamedic expects Suppliers to implement a risk evaluation process for their own supply chain in line with the standards defined herein and to communicate the Supplier Code to its own suppliers and partners. Suppliers are expected to have visibility over their own supply chain and implement responsible sourcing and purchasing practices.

The Supplier Code is applicable to all stakeholders in the Navamedic supply chain; including Workers onsite and offsite, directly employed by Suppliers or by agencies and other intermediaries.

2.1 Employment shall be freely chosen.

STANDARD

Suppliers shall not use or engage in any form of Modern Slavery, including any form of prison labor. Workers are free to leave their jobs after reasonable notice and are paid their wages on time and in full upon leaving.

Workers are not required to hand over original versions of their personal documents to secure employment, unless permitted or required by local law. In any such event Workers must have access to their papers at all times.

Workers can freely move to and from their employment or residence at all times and are not controlled by security guards.

Workers do not pay recruitment fees or deposits to secure their job, their employer-provided accommodation, or any training and equipment necessary to carry out their jobs.

Suppliers must recruit foreign migrant labor responsibly:

- No Worker should pay recruitment fees or deposits to secure a job.
- Suppliers shall oversee all steps of the recruitment process and carry out due diligence at every stage of the labor migration process.
- Suppliers shall ensure foreign migrant Workers have access to grievance mechanisms in a language they understand throughout the entire labor migration process that give effective access to remedy.
- Suppliers shall ensure the safe and dignified return of migrant Workers to their countries of origin at any time, without fear of reprisal or penalties and without incurring extraordinary debt.

Suppliers shall ensure that private or public security forces engaged for security or other purposes shall not violate the human and labor rights of any Worker.

2.2 There shall be no Child Labor

STANDARD

Children below the local minimum working age, the age of compulsory education or the ages set out in the International Labor Organization Core Conventions (whichever is higher) shall not be employed.

No young Worker below the age of 18 shall be employed in hazardous or night work or any form of forced labor. Young Workers must be above a country’s legal age for employment and the age established for completing compulsory education.

If Children are found engaged in prohibited Child Labor, Suppliers shall put in place a suitable plan to support the child, which may involve removing the child from the workplace while continuing to pay salary and the cost of formal or vocational training, accommodation or other costs as necessary, to the child until adulthood. These policies and programs shall conform to the provisions of the relevant ILO standards.

2.3 There shall be no Discrimination.

STANDARD Discrimination at any time from recruitment to leaving employment for reasons such as race, national or ethnic minority status, ethnicity, color, age, sex, sexual orientation, gender, gender identity or expression, social origin, disability, religion, political affiliation, union or association membership, pregnancy, marital status, family status or any other protected category as defined by local laws is not tolerated.

Disciplinary and grievance procedures to deal with discrimination are in place and all Workers are made aware of how they can report incidences of discrimination or any unfair employment practices. Suppliers must enforce a non-retaliation policy that permits Workers to express their concerns about the workplace without fear of retribution or losing their jobs.

2.4 Fair Treatment must be given.

STANDARD Suppliers shall treat Workers with dignity and respect and provide a workplace free of harassment and with no threat of harsh and inhumane treatment. Workers neither face nor are threatened with bullying, sexual harassment, corporal punishment, any verbal, sexual, physical, or psychological abuse or coercion of any kind.

Workers understand disciplinary and grievance procedures, and fines imposed on Workers as part of a disciplinary action are legal and fair. Supervisors, managers, or co-Workers found abusing Workers are disciplined accordingly.

Workers are not subject to unreasonable body searches.

Physical security searches are only carried out by authorized bodies, according to local legal standards, and by same-sex security guards.

Workers do not have to pay supervisors, managers, or co-Workers to avoid victimization or receive preferential treatment.

2.5 Regular Employment shall be provided.

STANDARD Employment relationships should be established through contract based on national law and best industry practice. Employment terms are communicated to Workers in writing (paper or electronically) in a language they understand before they commence employment.

Obligations to employees under labor or social security laws and regulations arising from the regular employment relationship shall not be avoided through the use of labor-only contracting, sub-contracting, or home-working arrangements, or through apprenticeship schemes where there is no real intent to impart skills or provide regular employment, nor shall any such obligations be avoided through the excessive use of fixed-term contracts of employment.

2.6 Fair Wages and Benefits shall be paid.

STANDARD Wages and benefits should be fair and adequate. Wages and benefits for standard hours, excluding overtime, should meet national minimum requirements or industry benchmarks, whichever is higher. We strongly encourage all Suppliers to pay workers a living wage, benchmarked in the local market.

Payment terms are communicated to Workers in writing (paper or electronically) in a language and format they understand before they commence employment and each time they are paid.

Deductions as a disciplinary measure are only taken in accordance with local law.

Equal pay for equal work must be ensured – temporary Workers, contractors or Workers on probation shall be entitled to the same compensation as their directly employed, permanent peers.

Overtime shall be compensated at a premium rate, in accordance with national law or collective agreements.

2.7 Working Hours must not be excessive.

STANDARD

Suppliers shall have a system in place to monitor the hours and wages paid to all staff, and complete hours and payroll records must be kept for all Workers.

Standard working hours shall not exceed eight hours per day or 48 hours per week (or 56 hours per week on average for shift work processes).

Overtime hours shall not exceed the limits established in national law or under collective agreements, whichever offers more protection to the Worker. Where these do not exist, overtime hours shall be limited to the degree necessary to ensure the health and safety of Workers. All overtime work must be consensual and not used to replace regular employment.

Workers are given time off, breaks and appropriate leaves in accordance with local laws, ILO standards, collective agreements and/or industry benchmarks, whichever offers more protection to Workers.

2.8 The right to Freedom of Association and Collective Bargaining must be respected

STANDARD

Suppliers shall respect the rights of Workers to freely form labor unions, seek representation and/or join Workers' councils of their own choosing. Workers understand how to raise issues if they wish. Where collective agreements are in place, they are communicated to all Workers in a language they can understand.

Workers and representatives shall be able to communicate openly with management regarding working conditions without threat of reprisal, intimidation, or harassment. Workers are able to bargain collectively and understand how to raise issues if they wish. Where collective agreements are in place, they are communicated to all Workers in a language they can understand.

Where the right to freedom of association and collective bargaining is restricted under law, the employer facilitates, and does not hinder, the development of parallel means for independent and free association, bargaining and grievance raising.

Health & Safety and Environmental Compliance & Sustainability

The standards outlined in sections 3 and 4 for Health, Safety and Environmental Sustainability (HSE) provide Suppliers with basic standards and concepts that Navamedic expects adherence to throughout its supply chain.

Navamedic expects each Supplier to understand the applicable HSE standards for its specific products or services and to augment these standards with the additional product/service-specific standards as necessary. The effectiveness of the protection needs to be verified by trained and experienced or certified subject matter experts.

3 Health and Safety

Suppliers shall comply with all applicable health and safety laws and regulations by providing a safe and healthy working environment and, if applicable, safe and healthy company living quarters. The health and safety elements include:

3.1 Hazard Information

STANDARD

Suppliers shall have programs and systems in place to provide Workers with safety information relating to hazardous materials and education to protect them from potential hazards. Hazardous materials can include but are not limited to raw materials, isolated intermediates, products, solvents, cleaning agents and wastes.

3.2 Risks and Process Safety

STANDARD Suppliers shall have systems and programs in place to identify both occupational and process hazards as well as potential impacts on surrounding communities. They should quantify such hazards, define the risk levels appropriately and have programs and systems in place to prevent or mitigate these risks (e.g., catastrophic releases of chemicals, fumes, dust).

3.3 Worker Protection

STANDARD Suppliers shall provide sufficient training to its Workers, establish preventive measures to avoid physical or mental fatigue and have systems and processes in place to protect Workers from exposure to chemical, biological and physical hazards (including physically demanding tasks) in the workplace and company-provided living quarters.

3.4 Emergency Preparedness and Response

STANDARD Suppliers shall develop and distribute emergency plans across their facilities and company-provided living quarters and surrounding communities. Suppliers should minimize the potential impact of any emergency by implementing suitable emergency plans and response procedures.

4 Environmental Compliance & Sustainability

Suppliers shall comply with all applicable environmental laws and regulations. They are expected to act beyond legal compliance and actively minimize the environmental impact of their activities and products over their lifecycle:

4.1 Environmental Compliance

STANDARD **Environmental Authorizations:** Suppliers shall have processes and systems to conform with applicable environmental laws and regulations. Required environmental permits, licenses, information, registrations and restrictions shall be obtained, and their operational and reporting requirements followed.

Spills and Releases: Suppliers shall have processes and systems in place to prevent and mitigate any spills and releases to the environment which substantially impair the natural foundations for the preservation and production of food or prevent access to clean drinking water, impede or destroy the access to sanitary facilities or harm the health of a person. They shall remedy any impacts that are caused.

Water Quality: Suppliers who manufacture or formulate Active Pharmaceutical Ingredients (APIs) and/ or drug substances shall manage manufacturing effluents to avoid any water quality impacts on the receiving aquatic environment. Such Suppliers shall be required to demonstrate safe discharge levels for releases to the aquatic environment in accordance with local regulatory requirements and conform to the AMR Industry Alliance Manufacturing Framework. Suppliers supplying API shall also be required to demonstrate water quality performance to Navamedic through disclosure of mass balance and/or analytical monitoring results.

Waste and Emissions: Suppliers shall have processes and systems in place to ensure safe handling, movement, storage, recycling, reuse, or management of waste. Any generation and disposal of waste, emissions to air and discharges to water, with the potential to adversely impact human health or the livelihoods or way of life of surrounding communities or the environment (giving priority to Active Pharmaceutical Ingredients) shall be appropriately minimized, properly managed, controlled and/or treated prior to release into the environment.

4.2 Environmental Sustainability

STANDARD

Targets: Navamedic is driving sustainability through our own operations as well as across Suppliers operations. As a company Navamedic strives to continuously reduce the environmental footprint (impact) of our business and products, and to secure that we live up to the environmental regulations and the demands and expectations of our customers, end-users, and partners. The environmental work shall cover the entire value chain of our business and products. To do so Navamedic must understand and explore every step that can improve the environmental sustainability of our business and have a non-prestigious relation in identifying and solving environmental problems.

Suppliers shall ensure that water is used responsibly, and waste is reduced continuously throughout their operations. Suppliers should adopt eco-friendly materials for products and/or services where feasible.

Suppliers shall be required to make available Navamedic product/ service specific environmental sustainability data to track their performance. Upon request from Navamedic, Suppliers shall have the relevant environmental data assured by an independent third party.

Suppliers shall engage with their suppliers to actively minimize the environmental impact of their supply chain.

Suppliers shall also allow Navamedic to report their environmental sustainability data related to products and/or services procured by Navamedic to independent third-party platforms in an anonymized form, as may be required for the purposes of external reporting, benchmarking and auditing.

Sustainability and Resource Efficiency: Suppliers shall have processes and systems in place to strive for a positive effect on climate, by reducing their carbon footprint, waste and water usage and making efficient use of natural resources. As members of society, we have to protect the environment for future generations. Where surrounding communities rely on ecosystem services for their sustenance or livelihoods, Suppliers shall ensure that their use of natural resources does not adversely impact community members' rights to water and an adequate standard of living and they shall remedy any impacts that are caused.

Eviction and unlawful deprivation: Suppliers shall refrain from the unlawful eviction and the unlawful deprivation of land, forests and waters in the acquisition, construction or any other use of land, forests and waters, the use of which secures the livelihood of a person.

5 Animal Welfare

STANDARD

Animals shall be treated respectfully, with pain and stress minimized. Animal testing should be performed after consideration to replace animals, reduce the numbers of animals used or refine procedures to minimize distress. Alternatives should be used wherever scientifically valid and acceptable to regulators.

REQUIREMENTS

Suppliers are required to comply with all applicable local and national laws and regulations relating to Animal Welfare.

6 Anti-Bribery and Fair Competition

6.1 Anti-Bribery

STANDARD Suppliers shall not bribe any public official or private person and shall not accept any bribes. No intermediaries, such as agents, advisers, distributors or any other business partners, shall be used to commit acts of bribery.

Suppliers shall comply with applicable laws and regulations and industry standards related to anti-corruption.

REQUIREMENTS **Facilitation Payments:** Navamedic prohibits any facilitation payments being made in the context of any Navamedic business.

Gifts, Hospitality and Entertainment: Gifts, hospitality and entertainment will not be given, offered or promised to be given to receive anything of value for the purpose of improperly influencing any decisions concerning the Supplier and/or Navamedic. The Supplier will not use other third parties to commit acts of bribery or corruption. Gifts, hospitality and entertainment are modest, reasonable and infrequent, so far as any individual recipient is concerned. However, no gifts of any kind including personal gifts or promotional aids, etc., whether branded or unbranded, can be provided to HCPs or their family members. This includes payments in cash or cash equivalents (such as gift certificates).

Grants, Donations and Sponsorship: Grants and donations are only given if the Supplier and/or Navamedic do not receive, and are not to be perceived to receive, any tangible consideration in return. Grants and donations must never reward, or be perceived to reward, any tangible consideration. Sponsorship is not to be used (or perceived to be used) to receive an improper commercial advantage in return. Sponsorship must never reward (or be perceived to reward) an improper commercial advantage.

Political Contributions: If the Supplier chooses to make political contributions, they must be made in compliance with all applicable laws, regulations and industry codes and standards, and must not be made with the expectation of direct or immediate return for the Supplier or Navamedic.

Lobbying: Lobbying is not to be misused for any corrupt or illegal purposes, or to improperly influence any decision.

Public Officials: Any relationship between the Supplier and public officials is in strict compliance with the rules and regulations to which they are subject (i.e., any applicable rules or regulations in the particular country relating to public officials or that have been imposed by their employer). Any benefit conveyed to a public official is fully transparent, properly documented and accounted for.

6.2 Fair Competition

STANDARD Suppliers shall conduct their business consistent with fair competition. They shall employ fair business practices, including accurate and truthful advertising.

Suppliers shall comply with all fair competition and antitrust laws and regulations.

7 Data Privacy and Information Protection

STANDARD Suppliers shall establish and maintain adequate personal data and information security protection for the information that they, and any third parties acting on their behalf, process.

Suppliers shall operate in a manner that is consistent with applicable data protection/privacy laws and aligned with industry standards for the protection and security of all information, including Personal Information.

REQUIREMENTS **Proper Protection of Personal Information:** Suppliers shall have the proper organizational structure, processes and procedures to ensure the protection, confidentiality, integrity and availability of information against accidental, unauthorized or unlawful loss, destruction, alteration, disclosure, use or access.

Compliance with Cross-Border Transfer Restrictions: Suppliers must have adequate safeguards, rules and procedures to ensure that they remain in compliance with all applicable laws that govern cross-border data transmissions, where applicable.

Data and/or Information Breach Notification: Suppliers shall notify Navamedic for any suspected or actual data breach concerning the services/deliverables/goods provided. Suppliers shall appropriately assist Navamedic in any investigations in response to a data or information breach.

8 Quality (Good Manufacturing Practices)

STANDARD Suppliers shall ensure that they are providing materials, products and services that comply with applicable laws, regulations, health authority standards, industry guidance and any additional customer requirements.

Suppliers shall, where applicable, abide by the Quality Contract in place governing Good Manufacturing Practices (GMP) activity, expectations and requirements.

REQUIREMENTS Suppliers that are subject to GMP requirements shall:

- Hold and maintain the necessary manufacturing licenses, permits and registrations (or comparable authorizations) in respect of the materials, products and/or services supplied to Navamedic and for the relevant facility issued by relevant regulatory authorities
- Ensure that all data relevant for any activities conducted to provide materials, products and/or services to Navamedic, is accurate, controlled, safe from manipulation or loss and compliant with all health authority standards and industry expectations for data integrity
- Take measures to ensure security and integrity of the supply chain, including but not limited to measures for anti-tampering, anti-counterfeiting and product serialization requirements, etc.
- Cooperate with Navamedic in implementing new or changed health authority standards or expectations in time for regulatory implementation.

9 Trade Sanctions and Exports Control

STANDARD Suppliers shall identify and comply with applicable trade sanctions and export control laws, including but not limited to US and EU trade sanctions laws. Navamedic does not engage with persons or companies that have been placed by governments on sanctioned party lists.

REQUIREMENTS Suppliers shall:

- Confirm that neither they nor their affiliated companies, shareholders or directors have been previously, or are currently, placed on one of the following restricted parties lists: the U.S. List of Specially Designated Nationals (“SDNs”) and Blocked Persons, maintained by the U.S. Treasury Department Office of Foreign Assets Control; the Debarred List and non-proliferation sanctions lists maintained by the U.S. State Department; the EU Consolidated List of Designated Parties.

- Confirm they are not currently owned 50% or more, individually or in the aggregate, by one or more SDNs;
- Shall immediately inform Navamedic if during the course of dealings with Navamedic: (i) they, their affiliated companies, shareholders or directors are placed on one of the restricted parties lists referenced above; or (ii) they become owned 50% or more, individually or in the aggregate, by one or more SDNs.

10 Management Systems

Suppliers shall use management systems to facilitate continual improvement and compliance with these standards. Elements of the management systems include:

10.1 Commitment and Accountability

STANDARD Suppliers shall demonstrate commitment to the concepts described in this document by allocating appropriate resources.

10.2 Legal and Customer Requirements

STANDARD Suppliers shall identify and comply with applicable laws, regulations, standards and relevant customer requirements.

10.3 Risk Management

STANDARD Suppliers shall have mechanisms to determine and manage risk in all areas addressed by this document.

10.4 The Suppliers Relationships

STANDARD Suppliers do not sub-contract or otherwise engage with third parties on behalf of Navamedic or represent Navamedic to third parties, without the prior written consent of Navamedic. Similarly, there is no assignment of the contract, without prior written consent of Navamedic.

10.5 Audit Right

STANDARD Navamedic may audit (or engage a third party to audit on their behalf) the Supplier at any time upon reasonable prior notice, to ensure its compliance with the standards in the Supplier Code, and to confirm all payments made by Navamedic and to third parties on behalf of Navamedic. Supplemental audit provisions may also apply as agreed between the parties.

10.6 Documentation

STANDARD Suppliers shall maintain documentation necessary to demonstrate conformance with these standards and compliance with applicable regulations.

REQUIREMENTS Suppliers shall prepare and maintain books and records that document accurately and in reasonable detail all matters related to business with Navamedic, accounting for all payments (including gifts, hospitality and entertainment, or anything else of value) made on behalf of Navamedic, or out of funds provided by Navamedic.

Suppliers shall ensure that all relevant internal financial controls and approval procedures are followed and that the retention and archive of books and records is consistent with the Suppliers own standards and tax and other applicable laws and regulations. More specific record retention requirements may be agreed between the parties.

10.7 Business Continuity Management

STANDARD Suppliers that are involved in the manufacturing, storage and/or logistics of Navamedic products or products/materials/devices used in Navamedic products (or the provision of services relating to or supporting any of the above activities), will ensure they have and keep up to date, business continuity plans and disaster recovery plans (periodically tested) sufficient to minimize the possibility of any interruption in the supply of products, devices, materials, and related services and

allow the rapid restoration of supply and/or services should they, nonetheless, have a disruptive incident. Such Suppliers will provide a copy of the business continuity plan and testing results to Navamedic on request.

All other Suppliers shall consider having Business Continuity measures in place for products and services being provided to Navamedic in the case of disruptive incident.

Acknowledgement

The Supplier acknowledges that their engagement is not used by Navamedic to create an incentive or reward for prescribing Navamedic products or to secure any improper business advantage for Navamedic.

Disclaimer

Navamedic may, in its sole discretion, provide guidance, documents, information, advice, best practice sharing, know-how, insights and/or examples to the Supplier for the purpose of its compliance with this Supplier Code. The Supplier acknowledges and agrees that any such Guidance is provided by Navamedic for information purposes only and is not a substitute for professional advice and/or compliance with applicable legal requirements. The Supplier places reliance on Navamedic Guidance at its own risk and any consequences of decisions relating to, or the implementation of, such Guidance are the sole responsibility of the Supplier. Navamedic does not warrant and makes no representations as to the accuracy or completeness of such Guidance and will not be held responsible by any person, including the Supplier, in any manner whatsoever, for any consequences of the Supplier's reliance on or implementation of such Guidance.