

TERMS & CONDITIONS

- 1. ACCEPTANCE:** Seller may accept Buyer's purchase order (the "Purchase Order") by written acknowledgment or by commencement of performance. No change, modification, or revision shall be valid unless agreed to in a writing signed by Buyer's authorized representative. The Purchase Order is effective and expressly conditional on Seller's assent to all terms and conditions herein that are additional to or different from those stated in Seller's quotation or other offering documents. Seller's assent to this provision will be manifested by delivery of any portion of the goods, software, systems, results of the Services, and/or other supplies ("Supplies") or commencement of any part of the services ("Services") referenced in the Purchase Order. Buyer objects to the inclusion of any different or additional terms by Seller in Seller's acceptance or acknowledgement of any order or any proposal, quotation, bid or other document. If Seller includes or attaches any such different or additional terms in Seller's purported acceptance or acknowledgement, commences performance of the Services or tenders the Supplies, a contract of sale will result upon Buyer's terms and conditions as stated herein, without inclusion of any different or additional terms or conditions.
- 2. ENTIRE AGREEMENT:** The Purchase Order, together with these terms and conditions and the attachments, manuals, guidelines, requirements, exhibits and supplements specifically referenced in the Purchase Order ("attachments"), constitutes the entire agreement between Seller and Buyer with respect to the Supplies or Services and supersedes all prior oral or written representations or agreements. Unless expressly stated otherwise in the Purchase Order, in the event of a conflict between these terms and conditions or an attachment and the terms and conditions in an Agreement or Master Agreement executed by the parties, the latter shall govern. If any term(s) of the Purchase Order is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term(s) shall be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of the Purchase Order shall remain in full force and effect.
- 3. NON-EXCLUSIVITY:** This is not an exclusive arrangement. Unless expressly set forth in the Purchase Order, Buyer shall have no minimum purchase or license requirements, and Buyer shall be entitled, in its sole discretion, to acquire Supplies and/or Services from any third party.
- 4. DELIVERY:** Deliveries shall be made both in quantities and at times specified by Buyer. Time and quantity of delivery are of the essence for all deliveries or performance of all Services. Delivery or performance must be effected within the time stated on the Purchase Order or agreed upon in writing. If Seller's deliveries are not in the quantities ordered and/or delivered at the time specified, Buyer, without limiting its other rights and remedies, may expedite routing and debit Seller's account for any expediting charges or may cancel all or any portion of any order. Premium shipping expenses and/or other related expenses necessary to meet delivery schedules set forth in Buyer's orders shall be Seller's responsibility, unless the delay or expense was solely the result of Buyer's negligence and Seller provides notice of any claim against Buyer within ten (10) days after the occurrence of the alleged negligent action of Buyer giving rise to such claim. No charge will be allowed for packing, crating, drayage, or storage without Buyer's written permission. Supplies delivered in excess of the specified quantities may be refused and returned at Seller's expense.
- 5. TITLE AND RISK OF LOSS:** Title and risk of loss shall remain with Seller until delivery of the Supplies has been made to Buyer's named location. Seller warrants title to all Supplies, and that title shall pass to Buyer free and clear of all liens, claims, security interests or encumbrances.
- 6. INSPECTION:** All Supplies or Services will be subject to final inspection and approval by Buyer after delivery or performance. Items that are palletized or in boxes are receipted and counted as exterior packages only for Proof of Delivery verification. Buyer maintains the right to validate actual delivery quantities after acceptance of delivery. Short shipment credits will be requested in a timely manner. Buyer may reject any Supplies or Services that contain defective material or workmanship, are not in accordance with the instructions, or fail to conform to specifications or samples, even if Buyer has already paid for the Supplies or Services. Rejected Supplies will be held at Seller's risk, subject to Seller's disposal, or may be returned at Seller's risk and expense at the full invoice price plus transportation charges both ways, if any. No rejected Supplies shall be replaced by Seller unless Buyer expressly so requests in writing and then only at the price stated in the Purchase Order or prevailing at the time of such written request, whichever is lower.
- 7. NOTICE OF CHANGES TO SUPPLIES:** Whenever Seller has knowledge of a change to any Supplies (including product discontinuation), Seller shall immediately give Buyer written notice with all relevant information. The word "change" is defined as a deliberate substitution or modification of the: formulation; raw materials; manufacturing site, process or equipment; test specification, method or lot acceptance criteria; shelf life period; packaging and/or labeling. Seller shall not deliver any Supplies that have experienced such change without prior written consent from an authorized representative of Buyer in its sole discretion. Failure of Seller to give such notice shall be deemed a material breach of the Purchase Order, and upon learning of such change Buyer may reject, or if it has accepted and/or consumed the Supplies, may revoke its acceptance in its sole discretion. In addition, Buyer shall be entitled to any other remedies, which it may have under the Purchase Order or under law.
- 8. SUBSTANCES OF VERY HIGH CONCERN – NON-EEA SELLERS:** Where Seller is based outside of the European Economic Area ("EEA"), and is a Seller to Buyer of "articles" (including packaging), as defined under the Registration, Evaluation, Authorisation and Restriction of Chemicals ("REACH") regulation of the European Union ("REACH Regulation"), the following provisions apply:

A. Seller will immediately inform Buyer in writing of any “substances of very high concern” (as defined under the REACH Regulation) at greater than 100 PPM (parts per million) by weight which may be contained in any articles Seller supplies to Buyer.

B. Seller will defend, indemnify and hold harmless Buyer, its parents and its affiliates, and their respective officers, directors, and employees in full against any losses whatsoever (including claims for damages, costs, expenses, statutory fines, penalties and all attorneys’ fees and costs) howsoever arising as a result of, or in connection with, Seller’s failure to comply with the aforementioned obligation to provide information.

9. SUPPLIES INTENDED FOR USE IN BUYER PRODUCTS: To the extent Supplies are intended for use and/or incorporation into a Buyer product: (a) Seller hereby warrants that: (i) it has examined all applicable plans and read and examined all applicable specifications prepared by Buyer to the extent Buyer has requested such review; (ii) that Seller will be and is bound by any and all parts of said plans and specifications (if reviewed) so far as they relate in any part or in any way to the Supplies provided hereunder; (iii) all Supplies provided by Seller shall meet or exceed all applicable laws, statutes, regulations, ordinances, rules, codes, and/or orders; and (iv) the warranty period for such Supplies shall be the greater of the warranty period set forth in paragraph 16 below or the applicable warranty period provided to customers of Buyer’s products.

10. SOFTWARE AND SYSTEMS:

A. Seller grants to Buyer a perpetual (unless a specific term is set forth in the Purchase Order), transferable and nonexclusive license to use the software and the user manuals, technical materials and other documentation made available to Buyer for the software (“Documentation”) on the terms and conditions set forth herein. Buyer may: (i) install, use and execute the software; and (ii) make copies of the software for disaster recovery, backup and archival purposes, provided that Seller’s copyright and other proprietary legends are reproduced on each copy. Seller grants to Buyer a license to access and use any Seller-hosted computer software (“systems”) used by Seller to provide the Services. Buyer may use the software, and access and use each system, by an unlimited number of concurrent users (unless a specific number is set forth in the Purchase Order), and such users may be Buyer’s employees and/or contractors, provided Buyer shall remain responsible for any violation of the Purchase Order by any such employees and/or contractors. Buyer may not: (a) reverse assemble or decompile the software and/or any system, or otherwise examine the software and/or any system, for purposes of reverse engineering; or (b) remove the labels or any proprietary legends from the software, the Documentation and/or the system.

B. Seller shall provide support and maintenance Services for a specified term as set forth in the Purchase Order. As part of the support and maintenance Services, Seller shall provide, free of charge, promptly upon release all general released revisions to or versions of the software or systems that (i) impact functionality and/or features of the software or systems; and (ii) include patches, fixes, minor enhancements, modifications and error corrections to the software or systems. Seller shall also provide any other Services designated in the Purchase Order in accordance with the descriptions set forth in the Purchase Order, including any service levels set forth in the Purchase Order.

11. EXCUSABLE DELAY: Neither party shall be liable for extraordinary delays or defaults due to acts of God, acts of governmental authority, acts of public enemy, war, fires, floods, epidemics, riots, strikes, freight embargoes, orders or acts of civil or military authority, or other causes or contingencies reasonably beyond its control and without its fault or negligence. In case of such excusable delay or default, Buyer shall have the right to cancel any order on 15 days written notice. Neither party shall be liable to the other for such cancellation.

12. NOTICE OF DELAY: Whenever Seller has knowledge of any actual or potential delay in the timely performance of any order, Seller shall immediately give Buyer written notice including all relevant information. Seller agrees to insert the substance of this clause, including this sentence, in any subcontracts.

13. BUYER'S PROPERTY: If material is furnished by Buyer in connection with any order on other than a charge basis, Seller shall be solely responsible for all such material.

14. PRICING: Unless otherwise indicated on the face of the Purchase Order, pricing is inclusive of applicable federal, state or local taxes, transportation taxes, or other taxes (“taxes”), including but not limited to customs duties and tariffs (“duties”), as well as freight, packaging, insurance, handling and all other charges (“charges”), whether similar or dissimilar, and Seller shall pay all such taxes, duties and charges unless prohibited by law. Prices charged for the Supplies or Services are not subject to increase for any reason, including specifically any increase based upon currency fluctuations, changes in raw material or component pricing, labor or overhead, unless specifically agreed to by Buyer in writing. Buyer reserves the right to withhold all or a portion of any payment due Seller as Buyer deems necessary to comply with any applicable law, rule or regulation.

15. SETOFF AND RECOUPMENT:

A. In addition to any right of setoff or recoupment allowed by law, all amounts due Seller, or any of its subsidiaries or affiliates shall be considered net of indebtedness or obligations of Seller, or any of its subsidiaries or affiliates to Buyer or any of its subsidiaries or affiliates. Buyer may setoff against or recoup from any amounts due or to become due from Seller, or any of its subsidiaries or

affiliates to Buyer or any of its subsidiaries or affiliates however and whenever arising, including Buyer's attorneys' fees and costs of enforcement. If Buyer or any of its subsidiaries or affiliates reasonably feels at risk, Buyer may withhold and recoup a corresponding amount due Seller or any of its subsidiaries or affiliates to protect against such risk.

B. If an obligation of Seller or any of its subsidiaries or affiliates to Buyer or any of its subsidiaries or affiliates is disputed, contingent or unliquidated, Buyer or any of its subsidiaries or affiliates may defer payment of all or any portion of the amount due until such obligation is resolved. Without limiting the generality of the foregoing and by way of example only, in the event of a bankruptcy of Seller, if all of the Purchase Orders between Buyer and Seller have not been assumed, then Buyer may defer payment to Seller, via an administrative hold or otherwise, for Supplies against potential rejection and other damages.

C. In the event of a Seller Insolvency (defined below), Buyer may setoff, recoup, and/or withhold from amounts due Seller or any of its subsidiaries or affiliates any amounts that Seller is obligated to indemnify Buyer pursuant to the Purchase Order, regardless of whether such amounts become due before or after the filing of a petition for bankruptcy protection by Seller.

16. WARRANTY:

A. Unless otherwise agreed by the parties in writing, the "Warranty Period" for Supplies or Services shall mean the time period beginning on the day of first use by Buyer, and continuing until the later of: (i) 18 months; or (ii) the period provided under applicable law.

B. In addition to Seller's customary warranties, any express warranties set forth in the Purchase Order, and any statutory warranties and any warranties implied by law, Seller expressly warrants that all of the Supplies or Services provided under the Purchase Order: (i) shall strictly conform with all Documentation, specifications, drawings, statements on containers or labels, descriptions and samples furnished to or by Buyer, and all industry standards, laws and regulations in force in countries where such Supplies or Services are to be sold or performed; (ii) shall be free from defects in design, material and workmanship and shall be new and of the highest quality; (iii) shall be merchantable, of good material and workmanship, free from defects, and safe, fit and sufficient for the particular purposes intended by Buyer, which purposes Seller acknowledges are known to it; (iv) shall be adequately contained, packaged, marked and labeled; (v) in the case of Services, all Services shall be performed in a competent, workmanlike manner; (vi) shall be manufactured in accordance with all applicable industry quality standards, such as QS 9000, ISO 14001, TS 16949, PPAP, and APQP; and (vii) the software, systems or other Supplies requiring programming or software products: (a) do not contain any disabling devices; (b) shall be free from any Virus at the time of delivery or use, as applicable; (c) have undergone a commercially reasonable quality assurance procedure to ensure that there are no Viruses; and (d) contain no embedded devices or codes (e.g. time bombs) that will obstruct or prevent Buyer's use thereof. "Virus" means any harmful, hidden program or data incorporated in a software program or chip that destroys or impairs the program and/or data from processing its normal business operations or destroys or impairs other data and/or programs used by Buyer. These warranties shall survive inspection, test, delivery, acceptance, use and payment by Buyer and shall inure to the benefit of Buyer, its successors, assigns, customers, and the users of the Supplies. These warranties may not be limited or disclaimed.

C. Seller further represents and warrants that neither it nor any of its subcontractors will utilize child, slave, prisoner or any other form of forced or involuntary labor, or engage in corrupt business practices, in the supply of the Supplies or Services under the Purchase Order. At Buyer's request, Seller shall certify in writing its compliance with the foregoing.

17. REMEDIES: The remedies provided to Buyer herein shall be cumulative and in addition to any other remedies provided by law or equity. A waiver of any breach shall not constitute a waiver of any other breach. The invalidity in whole or in part of any of these terms and conditions shall not affect the validity of any other term or condition. Seller acknowledges and agrees that money damages are not a sufficient remedy for any actual, anticipatory or threatened breach of any Purchase Order by Seller with respect to its delivery of Supplies to Buyer or performance of the Services and that, in addition to all other rights and remedies which Buyer may have, Buyer shall be entitled to specific performance and temporary, preliminary and permanent injunctive or other equitable relief as a remedy for any such breach, without proof of actual damages and without bond or other security being required.

18. LIABILITY AND INDEMNIFICATION: Seller assumes all risk and liability for the Supplies delivered or Services performed hereunder and shall defend, indemnify and hold harmless Buyer, its parents and its affiliates, and their respective officers, directors, and employees from any loss, expense or liability by reason of property damage or personal injury, including death, of whatsoever nature or kind caused or contributed to by Seller or its employees, agents or subcontractors in connection with or arising out of the Purchase Order.

19. LIMITATIONS ON BUYER'S LIABILITY: In no event shall Buyer be liable to Seller for any lost profits or for any incidental, consequential, special, exemplary or punitive damages. Without limiting the foregoing, the parties further agree that: (a) with respect to a claim arising out of or in connection with the termination of any Purchase Order, Seller's damages, if any, shall be limited to the damages set forth in paragraph 24 (Termination Claims); and (b) with respect to all other claims, Seller's damages shall be limited to the cost charged by Seller for the Supplies or Services giving rise to the claim or upon which the breach is based.

20. SELLER FINANCIAL AND OPERATIONAL CONDITION:

A. Seller represents and warrants to Buyer as of the date of each Purchase Order (which representations and warranties shall be deemed repeated as of the date of Seller's acceptance of each order and at the time of each delivery) that: (i) it is not insolvent and is paying all debts as they become due; that it is in compliance with all loan covenants and other obligations; (ii) all financial information provided by Seller to Buyer concerning Seller is true and accurate and fairly represents Seller's financial condition; and (iii) all financial statements of Seller have been prepared in accordance with generally accepted accounting principles, uniformly and consistently applied.

B. Upon Buyer's reasonable request, Seller shall provide copies of its audited quarterly and/or annual financial statements (but only if Seller has or maintains such financial statements), Seller shall permit Buyer and its representatives to review Seller's books and records concerning compliance with each Purchase Order and Seller's overall financial condition, and Seller also shall provide Buyer with full and complete access to all such books and records for such purpose. Additionally, Seller shall provide prompt written notice to Buyer of any impending or threatened insolvency.

21. SELLER INSOLVENCY: Buyer may immediately terminate each Purchase Order without any liability of Buyer to Seller upon the occurrence of any of the following or any other similar or comparable event (each, a "Seller Insolvency"): (i) insolvency of Seller; (ii) Seller's inability to promptly provide Buyer with adequate and reasonable assurance of Seller's financial capability to perform timely any of Seller's obligations under any Purchase Order; (iii) filing of a voluntary petition in bankruptcy by Seller; (iv) filing of an involuntary petition in bankruptcy against Seller; (v) appointment of a receiver or trustee for Seller; or (vi) execution of an assignment for the benefit of creditors of Seller. Seller shall reimburse Buyer for all costs incurred by Buyer in connection with a Seller Insolvency, including but not limited to, all attorneys' fees and other professional fees.

22. TERMINATION FOR DEFAULT: Buyer reserves the right to terminate immediately all or any part of each Purchase Order, without any liability of Buyer to Seller, in the event of any default by Seller. The following are causes, among others, allowing Buyer to terminate the Purchase Order: (i) if Seller repudiates, breaches or threatens to breach any of the terms of the Purchase Order including, without limitation, Seller's warranties; (ii) if Seller fails to perform Services or deliver Supplies as specified by Buyer; (iii) if Seller fails to provide Buyer with adequate and reasonable assurance of Seller's ability to perform timely any of Seller's obligations under any Purchase Order; or (iv) if Buyer terminates for breach any other Purchase Order issued by Buyer to Seller in accordance with the terms of such Purchase Order (whether or not such other Purchase Order is related to the Purchase Order). In the event that an act of termination by Buyer is determined to be improper for any reason, the damages available to Seller shall be limited to the damages that Seller would have been entitled to receive if Buyer had terminated for convenience pursuant to paragraph 23.

23. TERMINATION FOR CONVENIENCE: In addition to any other right of Buyer to terminate a Purchase Order, Buyer may at its option, immediately terminate all or any part of the Purchase Order at any time and for any reason by giving written notice to Seller.

24. TERMINATION CLAIMS:

A. Upon receipt of notice of termination pursuant to paragraphs 22 or 23, Seller, unless otherwise directed in writing by Buyer, shall (i) terminate immediately all work under the Purchase Order; (ii) transfer title and deliver to Buyer the usable and merchantable finished Supplies, work in process, and raw materials/components that Seller produced or acquired in accordance with firm release amounts under the Purchase Order and which Seller cannot use in producing Supplies for itself or for others; (iii) settle all claims by subcontractors approved by Buyer on the face of a Purchase Order or Purchase Order amendment or in a signed writing, if any, for reasonable actual costs that are rendered unrecoverable by such termination; (iv) take actions reasonably necessary to protect property in Seller's possession in which Buyer has an interest and (v) upon Buyer's request, cooperate with Buyer in effecting the resourcing of the Supplies covered by the Purchase Order to an alternative supplier designated by Buyer.

B. Upon termination of any Purchase Order by Buyer under paragraph 23, Buyer shall pay to Seller the following amounts without duplication: (i) the Purchase Order price for all finished and completed Supplies or Services that conform to the requirements of the Purchase Order and not previously paid for; (ii) Seller's reasonable actual cost of the usable and merchantable work in process and raw materials/components transferred to Buyer in accordance with subsection A hereof; (iii) Seller's reasonable actual cost of settling claims for the obligations Seller would have had to the subcontractors approved by Buyer on the face of a Purchase Order or in a signed writing; and (iv) Seller's reasonable actual cost of carrying out its obligations under subsections A(iv) and A(v).

C. Upon termination under paragraph 22, Seller shall not be entitled to any further payments by Buyer.

D. Except as expressly set forth in this paragraph 24, Buyer shall not be liable for and shall not be required to make payments to Seller, directly or on account of claims by Seller's subcontractors, for any other alleged losses, whether denominated as loss of anticipated profit, unabsorbed overhead, interest on claims, product development and engineering costs, facilities and equipment rearrangement costs or rental, unamortized depreciation costs, ancillary exit charges or general and administrative burden charges resulting from termination of the Purchase Order or otherwise. Notwithstanding anything to the contrary, Buyer's obligation to Seller upon termination shall not exceed the obligation Buyer would have had to Seller in the absence of termination.

E. Within thirty (30) days after the effective date of termination under paragraph 23, Seller shall furnish to Buyer its termination claim, together with all supporting data which shall consist exclusively of the items of Buyer's obligation to Seller that are listed in the Purchase Order. Buyer may audit Seller's records before or after payment to verify amounts requested in Seller's termination claim.

25. **TRANSITION OF SUPPLY:** Upon the expiration or earlier termination of any Purchase Order for whatever reason, Seller agrees to take all actions necessary in order to ensure that there is no interruption in the supply of Supplies to Buyer. Among other things, Seller agrees to take such actions as may be reasonably required by Buyer to accomplish the transition from Seller to an alternative seller.

26. **INTELLECTUAL PROPERTY WARRANTIES:** All Supplies, including, but not limited to, any idea, invention, concept, design, prototype, product configuration, process, technique, procedure, system, plan, model, program, software or code, data, specification, drawings, diagram, flow chart, documentation, or the like that are created in the course of performing any Purchase Order and any associated intellectual property rights therein are the sole and exclusive property of Buyer. Seller agrees that all works of authorship created by Seller in connection with each Purchase Order are "works made for hire" on behalf of Buyer as that term is used in connection with the U.S. Copyright Act. The term "intellectual property" as used herein means all patents, patent applications, patentable subject matter, copyrights, copyrightable subject matter, work of authorship, derivative works, trademark, trade name, trade dress, trade secrets, know-how, and any other subject matter, material, or information that is considered by Buyer to be proprietary or confidential and/or that otherwise qualifies for protection under any law providing or creating intellectual property rights, including the Uniform Trade Secrets Act. Seller expressly warrants that all Supplies or Services will not and do not infringe any patent, trademark, copyright or other intellectual property of any third party.

27. **INTELLECTUAL PROPERTY INDEMNIFICATION:** Seller shall defend, indemnify, protect and save harmless Buyer, its parents and affiliates, and their respective successors, assigns, customers and users of the Supplies and/or Services (collectively, "indemnitees"), against all suits at law or in equity, and from all damages, claims and demands alleging that the Services, Supplies furnished under the Purchase Order, method of manufacturing such Supplies, method of performing such Services, and/or use of such Supplies infringes any intellectual property right of any third party, including any United States or foreign patent, trademark, copyright, trade secret, or other proprietary right. In the event that either the sale or use of such Supplies, and/or the sale or provision of such Services, is enjoined due to such actual or alleged infringement, Seller shall at its own expense, either procure for the indemnitees the right to continue using such Supplies, or replace same with equivalent non-infringing Supplies or modify such Supplies so they become non-infringing, or remove same and refund the purchase price, including transportation, installation, removal and other charges incidental thereto, as mutually agreed upon between Buyer and Seller. In making this purchase Buyer does not recognize the validity of any patent.

28. **EQUAL EMPLOYMENT OPPORTUNITY AND COMPLIANCE WITH LAWS:** Seller warrants that, in performing under the Purchase Order, it has complied with all applicable federal, state, and local laws, rules, regulations and ordinances applicable to the unloading, discharge, storage, handling, manufacture and sale of the Supplies and performance of the Services, as well as the applicable provisions (as amended) of: Executive Order 11246, the Fair Labor Standards Act, the Walsh-Healey Public Contracts Act, the Work Hours and Safety Act of 1962, the Vietnam Era Veterans Readjustment Act of 1974, the Rehabilitation Act of 1973, the Occupational Safety and Health Act of 1970, the Economics Stabilization Act of 1970, and the Department of Transportation Regulations regarding packaging and labeling (49 C.F.R.). The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a)ii and 41 C.F.R. § 60-741.5(a), if applicable. **Buyer and Seller shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans. Buyer and Seller shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.** Seller shall hold Buyer harmless from any liability resulting from the failure of such compliance. If a Purchase Order is identified on its face as a rated order certified for national defense use, Seller warrants that it shall comply with all of the provisions of the Defense Priorities and Allocations System regulation (15 CFR Part 700). Buyer shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances in the performance of its obligations under this Purchase Order. Seller agrees to provide to Buyer such information as may be deemed necessary by Buyer for such compliance, including, without limitation, any certifications, documentation or completed forms requested by Buyer.

29. **TOXIC SUBSTANCES:** All purchased materials used in the manufacture of the Supplies shall satisfy current governmental safety constraints on restricted, toxic and hazardous materials as well as environmental, electrical and electromagnetic considerations applicable to the country of manufacture and sale. If the Purchase Order covers the purchase of chemicals, raw materials, or any potentially hazardous and/or restricted materials, if requested by Buyer, Seller shall promptly furnish to Buyer (i) a list of all potentially hazardous ingredients in such Supplies; (ii) the quantity of one or more such ingredients; and (iii) information concerning any changes in or additions to such ingredients. Prior to shipment of the Supplies, Seller will furnish (a) applicable Material Safety Data Sheets; (b) information on the safe use and hazards associated with use of the Supplies; and (c) sufficient warning and notice in writing (including appropriate labels on the Supplies, containers and packing) of any hazardous material that is an ingredient or a part of any of the Supplies, together with such special handling instructions necessary to advise the involved carriers, Buyer, and their

respective employees how to exercise that measure of care and precaution that will best prevent bodily injury or property damage in the handling, transportation, processing, use or disposal of the goods, containers and packing shipped to Buyer. Seller must be in compliance with ISO14001, TS16949 and ELV or their successors, as amended from time to time.

30. EXPORT CONTROL: Seller will not export or re-export, divert or cause to be exported, re-exported, shipped or diverted any information provided by Buyer or any information or product derived from or utilizing Buyer's information, in violation of any applicable laws or regulations of the U.S. or the country where the Buyer's information was obtained.

31. ON SITE SERVICES: If Seller is required to enter premises owned, leased, occupied by or under the control of Buyer during the performance of any Purchase Order, Seller and its subcontractors shall maintain insurance in the following minimum amounts covering Seller's obligations under any Purchase Order: Workmen's Compensation Insurance covering all those engaged in the performance of the Purchase Order in Statutory Amounts; Employer's Liability Insurance of at least \$500,000/occurrence; Comprehensive General Liability Insurance including contractual obligations of at least \$5,000,000; and Automotive Liability Insurance of at least \$1,000,000. Seller shall provide Buyer with certificate(s) of insurance properly executed by its insurance carrier(s) showing all such insurance to be in force. Seller shall adhere to all site procedures and/or safety manuals, which will be made available to Seller. Buyer may inspect any documents, vehicles or containers entering or leaving Buyer's premises.

32. CONFIDENTIALITY: Seller acknowledges that in the course of performing its obligations under the Purchase Order, Seller may be exposed to certain confidential and/or proprietary information held or disclosed by Buyer regarding Buyer's business, processes, or products, including but not limited to any information, technical data or know-how which relates to the business, services, products, or customers of Buyer or a third party, including without limitation, any compensation information, research, products, services, developments, inventions, processes, techniques, strategies, programs (both software and firmware) designs, distribution, engineering, marketing, financial, merchandising and/or sales information, individual customer profiles, customer lists, and/or aggregated customer data which is disclosed by Buyer or on its behalf, before or after the date of the Purchase Order, to Seller or its employees or agents, directly or indirectly, in writing, orally, via electronic means or by drawings or inspection (collectively "Confidential Information"). Seller agrees not to use the Confidential Information for its own use or for any purpose except as necessary to carry out the Purchase Order. Seller further agrees that it will not disclose Confidential Information to any person other than Seller's employees, subcontractors and/or fabricators who are directly involved in performing Seller's obligations under the Purchase Order. Seller shall require all subcontractors and fabricators to execute non-disclosure agreements prior to receiving any Buyer Confidential Information and before any bidding or work is actually started, and Seller shall be responsible for all violations by its subcontractors and fabricators. Seller agrees it is strictly liable to preserve and protect the secrecy of, and avoid improper disclosure or misuses of the Confidential Information. Seller agrees to promptly advise Buyer in writing of any misappropriation or misuse of such Confidential Information which may come to its attention. The provisions of this paragraph shall survive termination or expiration of the Purchase Order for so long as Confidential Information is maintained by Buyer as confidential.

33. CODE OF CONDUCT: Buyer expects all of its suppliers to follow legal and ethical business practices. Seller warrants that it shall abide by the Dow Corning Supplier Code of Conduct, which may be requested from Buyer or found at <http://www.dowcorning.com/content/about/aboutsupplier/>

34. ASSIGNMENT: The Purchase Order is issued to the Seller in reliance upon Seller's personal performance of the duties imposed. Seller agrees not to, in whole or in part, assign the Purchase Order or delegate the performance of its duties without the written consent of Buyer. Any such assignment or delegation without the previous written consent of Buyer, at the option of Buyer, shall be void and effect a cancellation of the Purchase Order. Any consent by Buyer to an assignment shall not be deemed to waive Buyer's right to recoupment from Seller and/or its assigns for any claim arising out of the Purchase Order. If Seller employs subcontractors to provide all or part of the Services or to perform any other obligation of Seller under the Purchase Order, Seller shall remain fully and unconditionally responsible for all Services and obligations, and for the subcontractors' compliance with the Purchase Order. Assignment shall not relieve Seller from its obligations of confidentiality under paragraph 32 hereof. Buyer shall have the right to assign any benefit or obligation under the Purchase Order to any third party upon notice to Seller.

35. GOVERNING LAW & VENUE: The construction, interpretation and performance of the Purchase Order and all transactions thereunder shall be governed by the laws of the State shown in Buyer's address and printed on the masthead of the Purchase Order, without regard to principles of conflicts of law. The United Nations Convention on the International Sale of Goods is expressly excluded. Seller consents to the exclusive jurisdiction of the courts in the judicial district (state or federal) where Buyer is located for any legal or equitable action or proceeding arising out of, or in connection with, each Purchase Order. Seller specifically waives any and all objections to venue in such courts.

36. ANTI-CORRUPTION: In the performance of its obligations under this Purchase Order, Seller agrees to comply with all anti-corruption related laws, regulations, orders and policies having the force of law, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended, and any similar law, regulation, order or policy applicable to performance under this Purchase Order. In its performance under this Purchase Order, Seller further agrees that it will not offer, pay, promise to pay, or authorize the payment, directly or indirectly, of any money, or offer, gift, promise to give, or authorize the giving of anything of value to: (a) any foreign or domestic official; (b) any foreign or domestic political party; (c) any candidate for foreign political office; or (d) whether

public or commercial, any other person or entity, foreign or domestic, for the purpose of influencing any act or decision of any such official or of the government, or to obtain or retain business or direct business to any person or secure any improper advantage, or to reward or induce improper performance of a relevant function in connection with business or work.

Seller further represents and warrants that: (a) neither it nor any of its employees or any immediate family member of such persons is presently a government official; and (b) it will immediately notify Buyer if a government official (1) is or becomes a principal, owner, officer, employee or agent of Seller or any entity performing Seller's obligations under this Purchase Order, if allowed, or (2) has or obtains any material financial interest in the business of Seller.

Seller will maintain complete and accurate books and records in accordance with generally accepted accounting principles in Seller's jurisdiction, consistently applied, properly and accurately recording all payments made by Seller in the performance of its obligations under this Purchase Order or related to it, and any commission, compensation, reimbursement, or other payment made by or on behalf of Buyer to Seller. If Buyer at any time believes, in good faith, that Seller has breached the warranties, representations or agreements in this Section 36, then Buyer will have the right to audit Seller's books and records related to its performance under this Purchase Order to verify Seller's compliance with the provisions of this Section 36.

Notwithstanding anything else to the contrary in these terms and conditions, Seller agrees to indemnify, defend and hold Buyer, its parents and its affiliates, and their respective officers, directors, and employees from any and all costs (including attorneys' fees), expenses, judgments, penalties, or other liabilities due to Seller's breach of this Section 36.

If any conditions arise under this Section 36 that would cause Seller to have to notify Buyer pursuant to this Section 36, or if Seller breaches the terms of this Section 36, or if Buyer has a reasonable suspicion that Seller has breached this Section 36 or caused Buyer to violate the provisions of any law, then notwithstanding anything else to the contrary in these terms and conditions, Buyer will have the right to terminate immediately this Purchase Order without any penalties or additional amounts owing. For the avoidance of doubt, Buyer will not owe Seller any amounts pursuant to this Purchase Order after termination under this Section 36. Upon receipt of notice of termination pursuant to this Section 36, Seller shall terminate immediately all work under the Purchase Order and take such other actions deemed necessary by Buyer.

Effective Date: April 25, 2016