



## GENERAL TERMS AND CONDITIONS OF PURCHASE

These General Terms and Conditions of Purchase together with the special conditions of purchase and any referenced exhibits, attachments or other documents are part of this purchase order (collectively hereafter referred to as the "Order") between the purchasing entity referred to on the purchase order hereafter referred to as "Buyer", and the contractor identified on the face of this purchase order, hereafter referred to as "Supplier".

### 1. ACCEPTANCE OF THE ORDER –

a. This Order constitutes Buyer's offer to Supplier, and is a binding contract to the terms and conditions set forth herein when it is accepted by Supplier either by signature of an acknowledgement or the commencement of performance. No condition stated by Supplier in quoting, accepting or acknowledging this Order shall be binding upon Buyer unless accepted by Buyer's written approval. This Order expressly limits acceptance to the terms of this Order, and additional or different terms proposed by the Supplier are rejected and shall not become part of this Order. All modifications to this Order shall be made in accordance with Sections 11 and 40 herein.

b. Supplier shall send written acknowledgement of this Order within forty-eight (48) hours of receipt. In the absence of a response by Supplier within this time period, the Order will be deemed accepted by the Supplier.

**2. PRICE** – Unless specifically agreed otherwise on the Order, prices for the products or services sold under this Order (respectively "Products" and "Services", together "Goods") are fixed and firm and are not subject to increase. Unless specified in the Order, prices set forth herein are DDP (INCOTERMS 2010) at the location designated in the Order.

**3. QUANTITY** – The quantity, quality and characteristics of the Goods included in the Order shall be binding. For each Order, only the quantity ordered must be delivered. This provision also applies to Orders with multiple scheduled deliveries.

**4. PACKING AND SHIPMENT** – Prices includes all boxing, crating, or storage costs. Products shall be suitably packed to secure the lowest transportation cost in accordance with the requirements of common carriers and to assure against damage from weather or transportation. When an Order includes several batches of parts, each batch must be packed and identified individually. Supplier is responsible for loss or damage to the Products due to improper or insufficient packaging. Material shall be described in the delivery note in accordance with current national mode of freight or uniform freight classification whichever is acceptable. Buyer's Order number, numbers of parcels, Buyer part numbers and descriptions must be plainly marked on all invoices, packing lists, packages, bills of lading and shipping orders. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists. Shipping receipts or bills of lading shall be sent to Buyer on date material is shipped. Expenses, charges or claims other than standard freight costs, including but not limited to insurance offered by the freight carrier shall be Supplier's responsibility. In cases where a shipment is sent "freight collect" using Buyer's freight account, Buyer will charge back to the Supplier any charges not preapproved in writing by Buyer such as "Declared Value." Supplier shall reference Buyer's Order number on the Bill of Lading/Airway Bill.

**5. DELIVERY** – Time is of the essence. Delivery shall be strictly in accordance with the delivery schedule set out or referred to in this Order. Unless otherwise specified in the Order, the period of delivery shall commence on the date on which the Supplier receives the Order. Buyer reserves the right to return all excess quantities at Supplier's risk and expense.

**6. TRANSFER OF TITLE** – Title shall pass to Buyer upon delivery of the Products to the location specified on the Order. The foregoing does not relieve Supplier of any responsibility for hidden defects discovered after the acceptance of the Products.

**7. QUALITY MANAGEMENT SYSTEM** - Supplier shall have and maintain a Quality Management System in compliance with the current revision of AS9100 or ISO 9001. Suppliers shall provide evidence of a third-party certification upon request by Buyer.

**8. CONFORMITY CONTROL AND ACCEPTANCE** – All items to be delivered hereunder shall consist of new materials and include a Certificate of Conformance identifying Supplier's name, CAGE Code (if applicable), manufacturer's name (when different from the Supplier), Buyer's part or item number (including revision), serial number (if applicable), and signature of Supplier's authorized Quality representative certifying the Products as fully compliant with the Order requirements and releasing the items for shipment. If a specification number is noted for the Products ordered, upon request Supplier shall furnish a report confirming manufacture of the items according to specification. Supplier shall keep and maintain legible and retrievable inspection, test and related records traceable to the items delivered and associated Order, which shall be available to Buyer for a minimum of 10 years from the last delivery date. The Supplier shall establish a Failure Reporting Analysis and Corrective Action System, consisting of a closed loop failure reporting system, procedures for the analysis of failures to determine the cause, and documentation for recording the corrective action taken. Upon arrival, all Products will be subject to a conformity control by Buyer's authorized services, in conformance with Buyer's standards as specified on the Order. Acceptance by Buyer shall be within thirty (30) days of delivery at the destination designated on the Order. The making of any payment or payments by Buyer, or the receipt thereof by Supplier, shall not imply acceptance by Buyer of any Products or the waiver of any warranties or requirements of the Order. Buyer may reject any Product which contains defective material or workmanship or does not conform to

specifications, samples or warranties. If requested by Buyer, Supplier will perform and provide a root cause analysis, including any corrective actions. Any Product so rejected may be returned to Supplier at Supplier's risk and expense. Any defective Product or Service shall be replaced by Supplier. If Supplier delivers nonconforming Products or Services, Buyer may, at its option and Supplier's expense: (i) return the Products for refund or credit; (ii) require Supplier to promptly correct or replace the Products or Services; (iii) correct the nonconformance; or (iv) obtain conforming Products or Services from another source. Buyer shall specify the reason for any return or rejection of nonconforming Products or Services and/or shall describe the action(s) taken. Supplier shall be liable for any increase in costs, including procurement costs attributable to Buyer's rejection of the nonconforming Products or Services.

**9. INVOICING** – Invoices shall be sent immediately after each shipment to the Buyer Accounts Payable address shown on the Order. Invoices shall contain the following information: order number, item number, and description of items, sizes, quantities, unit prices and extended totals, with net prices and applicable taxes highlighted, as well as country of origin, ECCN, US Harmonized Tariff Schedule (HTS) number, or Harmonized System Code, for each item when applicable, as well as any other legally required information. Delays in receiving invoices, errors or omissions on an invoice, or lack of supporting documentation required by the terms of this Order will be cause for withholding of payment.

**10. PAYMENT** – The payment shall be made in the currency stated on the Order. Payment for Products and/or Services covered by this Order will be made within sixty (60) days of the issuance of a valid and correct invoice, unless otherwise specified on the Order. Payment shall not constitute final acceptance. Buyer may withhold payment for shortages and/or nonconforming Products or Services. In the event Supplier is liable to Buyer for any amounts, Buyer may, at its election, set off against any amounts payable to Supplier under this Order. The Supplier is not allowed to retain the Goods or not deliver them in case of claims between Supplier and Buyer regarding disputed invoices.

**11. CHANGES** – Buyer may at any time by written notice make changes or additions within the general scope of this Order in or to (i) drawings, designs, specifications or instructions for work, (ii) method of shipment or packing, (iii) reasonable adjustments in quantities, delivery schedules or both, (iv) time of performance, (v) place of performance, (vi) place of delivery, inspection or acceptance and (vii) terms and conditions of the Order required to meet Buyer's obligations under its customer's contract. If any such change increases or decreases the cost or time required for performance of this Order, Supplier shall notify Buyer in writing within ten (10) days of the written order by Buyer, and Buyer may make an appropriate equitable adjustment in the price and/or time of performance, by written amendment. Nothing herein shall excuse Supplier from proceeding with the Order as changed.

**12. PARTS AVAILABILITY** – Supplier shall make available for purchase to Buyer repair parts for all Products for a period of ten (10) years after delivery. Supplier shall give at least six (6) month prior written notice to Buyer if Supplier will be unable to supply such parts, and will use its best efforts to assist Buyer in obtaining an adequate alternative source of supply.

**13. WARRANTY** – Supplier warrants good and marketable title to Buyer, and that all delivered Goods (i) are in full compliance with the specifications, drawings, data packages, blue prints, technical data and Supplier's samples, applicable to the Order, including quality standards to the latest revision of AS9100 or ISO 9001, (ii) are free and clear of manufacturing and material defects, from any and all liens, restrictions, reservations, security interests or encumbrances; (iii) are suitable for the purpose for which they are intended; (iv) comply with all applicable national and local laws, (v) do not infringe any patent, published patent application, or other intellectual property rights of any third party existing as of the date of delivery, and not utilize misappropriated third party trade secret information and (vi) do not contain any third party software (including software that may be considered free software or open source software). Supplier agrees that the warranties shall survive for one (1) year following acceptance by Buyer, unless otherwise stated in the Order, and shall be in addition to any warranties expressly provided for or implied by governing laws and/or expressly made by Supplier, including warranties for hidden defects. The warranties of Supplier together with its service guarantees shall run to Buyer and/or Buyer's customers. Products delivered to Buyer or incorporated into other Products and delivered to Buyer shall be new and shall be procured directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distributor chain. Work shall not be acquired from independent distributors or brokers unless approved in advance in writing by Buyer. All warranties provided in the article will survive any delivery, inspection, acceptance or payment by Buyer.

**14. SUBCONTRACTING** – Supplier agrees to obtain Buyer's written approval before subcontracting any substantial portion of this Order, provided however, that this limitation shall not apply to the purchase of standard commercial supplies or raw materials on which Supplier will perform further work.

**15. FORCE MAJEURE** – Neither party shall be liable to the other during any period in which its performance is delayed or prevented, in whole or in part, by a Force Majeure Event. Force Majeure shall mean circumstances beyond the reasonable control and

without fault or negligence of a party, such as, but not limited to, acts of God or of a public enemy, fires, flood, embargoes, quarantine restrictions, freight embargoes, strikes, or acts of Government in either its sovereign or contractual capacity. Each party shall give the other immediate notice of any event that such party claims is a Force Majeure conditions that would prevent the party from performing its obligations hereunder, and of the cessation of the condition. A party's notice under this Section shall include the party's good faith estimate of the likely duration of the Force Majeure condition.

**16. CALIBRATION** – Suppliers of calibration services or those using equipment requiring calibration shall maintain a calibration system, including certificates, that complies with ISO 17025 and ANSI/NCSL Z540-1. All standards used to perform calibration measurements shall be traceable to NIST.

**17. BUYER FURNISHED PROPERTY** – Supplier assumes complete liability for any tooling, articles or material furnished by Buyer to Supplier in connection with this Order and Supplier agrees to pay Buyer for all such tooling, articles or material spoiled by it or not otherwise accounted for to Buyer's satisfaction. The furnishing to Supplier of any tooling, articles or material in connection with this Order shall not, unless otherwise expressly provided, be construed to vest title thereto in Supplier. All drawings, designs, tools, patterns, equipment and information supplied by Buyer hereunder and proprietary rights embodied therein are reserved and their uses restricted to work to be performed for Buyer. At completion of this Order such tools, dies and/or patterns shall be stored for a reasonable time by Supplier at no cost to Buyer, and until disposed of as Buyer may direct.

**18. INTELLECTUAL PROPERTY** – Any work produced under this Order is to be deemed a work-for-hire to the extent permitted by law, and, to the extent not so permitted, shall be assigned to, and shall be, the exclusive property of, the Buyer. Any work, writing, idea, discovery, improvement, invention (whether patentable or not), trade secret or intellectual property of any kind first made or conceived by Supplier in the performance of this Order or which is derived from the use of information supplied by Buyer, shall be the exclusive property of the Buyer. Supplier shall disclose promptly all such works, writings, ideas, discoveries, improvements, inventions, trade secrets or intellectual property to Buyer, and shall execute all necessary documents to perfect Buyer's title thereto and to obtain and maintain effective protection thereof.

**19. RESTRICTION OF HAZARDOUS SUBSTANCES ("RoHS")** - Supplier is and remains fully responsible for compliance at its sole cost with any and all applicable RoHS rules and regulations ("RoHS Legislations") including but not limited to EU Directive 2011/65/EU & Amendment 2015/863 EU on the Restriction of Hazardous Substance (RoHS3), the Chinese Administrative Measures on the Control of Pollution Caused by Electronic Information Products as of 28 February 2006, and all subsequent releases, all as amended, varied or otherwise restated from time to time, as well as all national or local regulations issued in connection with the aforesaid RoHS Legislations. All Products must be suitable and fit for RoHS compliant production and sale. Supplier will complete and sign Buyer's standard Declaration of RoHS Compliance at the part number level, use appropriate systems and processes to ensure the accuracy of these determinations and maintain appropriate records to allow traceability of all Products.

**20. CONFLICT MINERALS** - Buyer is committed to work towards the elimination of conflict minerals in our Products. Many of our customers are subject to Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, and require us to report the use and source of conflict minerals used in our products; these include tantalum, tin, tungsten and gold (3TG) originated in the Democratic Republic of the Congo or an adjoining country. We strongly encourage our suppliers to follow a policy to source 3TG from certified conflict-free smelters. Supplier shall disclose whether any "conflict minerals" as defined by Section 1502 of the Dodd-Frank Act will be contained in or necessary to the functionality or production of any of the products, parts or materials delivered to Buyer under this Order. In the event such minerals are used, Supplier shall immediately notify Buyer and identify the Product(s) in which the "conflict mineral(s)" were used. Supplier agrees to annually provide a report of the smelters in which the conflict minerals were processed and the countries in which they were mined. If country of origin and/or smelter is undetermined, Supplier shall provide a description of the measures taken to discover the chain of custody of such materials to the original smelter or refiner.

**21. COUNTERFEIT PRODUCTS**

a. All Goods provided under this Order shall be comprised of components from Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distributor chain. Work shall not be acquired from independent distributors or brokers unless approved in advance in writing by Buyer. When requested by Buyer, Supplier shall provide OCM/OEM documentation that authenticates traceability of the affected items to the applicable OCM/OEM.

b. In the event that Work delivered under this Agreement constitutes or includes Counterfeit Goods, Supplier shall, at its expense, promptly replace such Counterfeit Goods with authentic Goods conforming to the requirements of this Agreement. Notwithstanding any other provision in this Agreement, Supplier shall be liable for all costs relating to the removal and replacement of Counterfeit Goods,

including without limitation Buyer's costs of removing Counterfeit Goods, of reinserting replacement Goods, and of any testing necessitated by the reinstallation of Goods after Counterfeit Goods have been exchanged. Supplier shall include equivalent provisions in lower tier subcontracts for the delivery of items that will be included in or furnished as Goods to Buyer.

**22. MATERIAL TRACEABILITY** – Supplier will track, record and archive production related activities including but not limited to origin, assembly, test, programming and packaging. Materials and processes used will be traceable through labelling, marking or other industry practices, to include vendor, batch or lot number(s), serial numbers, material type specification with applicable revision, heat number (if applicable), dates of operations, test pass/fail results, names or initials or stamps of operators in charge.

**23. OTHER PRODUCT-RELATED LEGISLATION** - Supplier is and remains fully responsible for compliance at its sole cost with any applicable product-related environmental legislation including all applicable national implementing legislation, each as amended, varied or otherwise restated from time to time, including but not limited to, Regulation (EC) No. 1907/2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals ("REACH"), Directive 2002/96/EC ("WEEE") and related or similar legislation wherever applicable, Directive 2006/66/EC on batteries and accumulators and waste batteries and waste accumulators ("Battery Directive") and Directive 2009/125/EC establishing a framework for the setting of Ecodesign requirements for energy-related products ("Ecodesign Directive"), including all Implementing Measures enacted on the basis of the Ecodesign Directive and all other applicable European product-related legal requirements, such as harmonized standards goods must meet when placed on the EU market, including CE marking. With respect to REACH, Supplier has fulfilled and shall fulfill all its obligations under REACH, in particular all information requirements vis-à-vis Buyer, including without limitation the provision of a due and comprehensive safety data sheet in accordance with REACH. All Products must be suitable for compliant production and sale on the EU market. Additional information on product-related requirements and policy will be communicated from time to time, but failure to provide such information will in no way limit Supplier's responsibility hereunder.

**24. SOLID WOOD PACKAGING MATERIAL** - Supplier shall comply with all International Plant Protection Convention ("IPPC") regulations on solid wood packaging material ("SWPM") as outlined in ISPM-15 and elsewhere. Supplier shall ensure, and provide appropriate certification, that all SWPM shall be marked with the IPPC logo, country code, the number assigned by the natural plant protection organization and the IPPC treatment code.

**25. SUPPLIER PERFORMANCE** - The Supplier will be measured against agreed upon Key Performance Indicators (KPIs) on an annual basis, considering assembly yield and throughput, test yield and throughput, on-time delivery and price. Supplier will provide analysis of (YTD) information as it relates to parts returned (RMAs), including turn-around time, statistical process and product trends, opportunities for improvement and preventive actions, and review of any open Corrective Action Requests from the previous quarter. Supplier shall monitor the agreed upon KPIs and communicate their status quarterly to Buyer leadership via a Performance Scorecard. If Supplier's performance does not meet the criteria or goals, then an action plan is proposed to the Supplier. Failure to meet KPIs or improve performance could result in termination of all contracts and open Purchase Orders.

**26. OBSOLESCENCE MANAGEMENT** - Supplier shall have and maintain an internal Obsolescence Management (OM) process for all items being produced for Buyer. This process must adhere to the requirements of MIL-STD-3018. Supplier shall immediately notify Buyer when parts are becoming obsolete or End of Life. Obsolescence risks, issues, and mitigation strategies shall be reported to Buyer on a quarterly basis.

**27. INTERNATIONAL TRANSACTIONS** - All documentation, including Orders, acknowledgements, packing lists, and commercial invoices shall be in English; if Supplier provides documentation in another language, they will also include a complete translation in English. Supplier agrees that the Buyer, its subsidiaries, affiliates or its designees may exclusively use the value of the Order to satisfy any international offset obligations that Buyer may have with Supplier's country, subject to the offset qualifying laws, rules and regulations of that country.

**28. CONFIDENTIAL/PROPRIETARY INFORMATION** – All confidential and proprietary information not available to the public, including, but not limited to writings, drawings, equipment, tooling, models, oral disclosures, disclosed by Buyer and received by Supplier, and/or learned of or produced by Supplier in connection with the performance of the work under this Order, is the sole property of Buyer and shall be held by Supplier in strict confidence at all times, and shall not be used, nor disclosed by Supplier to any third party, without the prior written consent of the Buyer. The provisions of this clause shall survive the performance, completion or termination of this Order.

**29. SITE ACCESS** – Supplier shall authorize any person duly elected by Buyer to access its buildings to inspect the supplies or work in progress dedicated to Buyer. Supplier shall leave free access to representatives of competent authorities, Buyer's customers or their representatives, within the framework of the surveillance audits.

**30. INSURANCE** – Supplier shall procure and maintain such insurance as will protect it and Buyer from any and all claims. Unless otherwise agreed between the parties, this insurance coverage must be with reputedly solvent insurance companies and include at a minimum (a) General Liability (personal injury and property damage) with minimums of \$1,000,000 or the equivalent in the local currency and (b) other coverages as required by applicable laws. The amount of insurance purchased by Supplier will not limit the liability of Supplier to Buyer. A certificate of insurance evidencing such coverage must be provided upon Buyer's first request. Supplier shall provide Buyer with 30-day prior written notice of cancellation, or non-renewal in Supplier's coverage.

**31. TERMINATION FOR CONVENIENCE** –

a. Buyer reserves the right to cancel by email – with confirmation of receipt of cancellation by Supplier, entirely or partly and without allowance – any Order not yet having been the subject of an acceptance by Supplier in conformity with provisions of article 1.b. above.

b. Buyer may terminate in whole or in part this Order at any time upon written notice to Supplier. In the event of partial termination, Supplier is not excused from performance of the non-terminated balance of work under this Order. In such event, Buyer shall have all rights and obligations accruing to it either at law or in equity, including Buyer's rights to title and possession of the items and materials paid for. Buyer may take immediate possession of all work so performed upon notice of termination.

c. Supplier shall immediately stop work and limit costs incurred on the terminated work. If such termination is for the convenience of the Buyer, Buyer, after deducting any amount(s) previously paid, shall reimburse Supplier for the actual, reasonable, substantiated and allowable costs with the total amount to be paid by the Buyer being determined by the achieved deliverables at the date of the termination. The parties recognize that Supplier may purchase material and perform work thereon when no binding Order has been issued by Buyer. Therefore, unless otherwise agreed to in writing, Buyer shall not be liable for any material, work in progress, or any express or damages beyond those necessary to satisfy orders issued prior to the effective termination date.

**32. TERMINATION FOR DEFAULT** –

a. Buyer reserves the right to cancel this Order in whole or in part in the event Supplier fails to perform any of the provisions of this Order or fails to make progress so as to endanger performance of this Order.

b. Buyer shall also have the right to cancel this Order in whole or in part if Supplier becomes insolvent or a bankruptcy petition is filed which is not vacated within thirty (30) days from the date of the filing. Supplier shall promptly notify Buyer if Supplier is the subject of any petition in bankruptcy. In the event of Supplier's bankruptcy, Buyer may require Supplier to post such financial assurance, as Buyer, in its sole discretion, deems necessary. The rights and remedies of Buyer in this clause are in addition to any other rights and remedies provided by law or under this Order.

c. The failure of Buyer to insist upon strict performance of any of the terms of this Order or to exercise any rights herein conferred shall not be construed as a waiver of Buyer's rights to assert or rely on any such terms or rights on any future occasion.

d. Upon termination under this Section, Buyer may require Supplier to transfer title and deliver to Buyer, in the manner and to the extent directed by Buyer, any partially completed Products and raw material, parts, tools, dies, jigs, fixtures, plans, drawings, services, information and contract rights ("Materials") as Supplier has produced or acquired for the performance of this Order, including the assignment to Buyer of Supplier's subcontracts. Supplier further agrees to protect and preserve property in the possession of Supplier in which Buyer has an interest. Payment for unfinished Products or Services, which have been delivered to and accepted by Buyer and for the protection and preservation of property, shall be at a price determined in the same manner as provided in the Termination for Convenience provision hereof except that Supplier shall not be entitled to profit. Buyer may withhold from Supplier monies otherwise due Supplier for delivered Services, completed Products and/or Materials in such amounts as Buyer determines necessary to protect Buyer against loss due to outstanding liens or claims against said Services, Products and Materials.

**33. INDEMNITY** – Supplier agrees to defend, indemnify and save harmless Buyer from and against any and all liability, loss, damage, suit, action or legal proceeding whatsoever, including without limitation cost and expenses in connection therewith, arising out of or in connection with Supplier's performance including without limitation (i) personal injury, property damage, or environmental damage; and (ii) actual or alleged infringement of any intellectual property right arising out of the manufacture use, sale or disposal of the Products or Services. Supplier, at Buyer's request and option and at no additional cost to Buyer, shall supply Buyer with non-infringing replacement Products or Services of a similar kind or quality, obtain a license for Buyer to use infringing Products or Services, or refund the purchase price. Neither party shall be liable for incidental, punitive, exemplary, indirect or consequential damages, or lost profits arising under or relating to this Order.

**34. EXPORT/IMPORT CONTROLS** – Supplier agrees to comply with all applicable laws, rules, and regulations regarding the import and export of any commodity, technology, and/or software, used, developed or acquired under this Order.

**35. COMPLIANCE WITH LAWS AND REGULATIONS & PERSONAL DATA** –

a. Supplier represents and warrants compliance with all laws, ordinances, orders, acts, rules and regulations applicable to this Order, and agrees to indemnify Buyer against any loss, cost, liability or damage by reason of Supplier's violation of any such applicable laws, orders, rules or regulations. Buyer recognizes the sensitive nature of the personal data it will handle in the context of the Order and undertakes to respect the provisions of the law of 6 January 1978 relating to data, files and freedoms and guarantees the Supplier the compliance of its activities to the General Data Protection Regulation (EU Regulation 2016/79).

b. Supplier agrees that the articles will be produced and all work hereunder will be performed in accordance with all applicable statutes and laws (including but not limited to the Fair Labor Standards Act, the Walsh Healey Act, the Occupational Safety and Health Act, and all lawful orders, rules, and regulations thereunder), all executive orders, regulations of any of the Executive Departments of the United States Government, or any state or political subdivision thereof, and agrees to indemnify Buyer against any loss, cost, liability or damage by reason of Supplier's violation of any such applicable laws, orders, rules or regulations.

c. Supplier shall comply with the requirements of the Foreign Corrupt Practices Act (FCPA) as amended, (15 U.S.C. §78dd-1, et. seq.), regardless of whether Supplier is within the jurisdiction of the United States; and (ii) neither directly nor indirectly, pay, offer, give, or promise to pay or give, any portion of monies or anything of value received from Buyer to a non-U.S. public official or any person in violation of the FCPA and/or in violation of any applicable country laws relating to anti-corruption or anti-bribery.

**36. DEBARMENT** – By acceptance of this Order, Supplier certifies that the organization or any of its officers and directors are not presently debarred, suspended, proposed for debarment or declared ineligible for the award of contracts by any government agency or country sanction program. In the event the Supplier is proposed or debarred by any government agency during the performance term of this Order, Supplier shall immediately notify Buyer in writing.

**37. GOVERNING LAW** – This Order shall be governed by and construed in accordance with the laws of the land corresponding to the address of the Buyer indicated on the Order, without resort to its conflicts of law rules.

**38. DISPUTES** – Any controversy or claim that may arise out of or in connection with this Order that after good faith negotiations cannot be resolved to both Parties' satisfaction may be resolved by submitting the claim to a court of competent jurisdiction. Pending resolution or settlement of any dispute arising under this Order, Supplier will proceed diligently as directed by Buyer with the performance of this Order.

**39. REMEDIES** – Except as otherwise provided herein, the rights and remedies of both parties hereunder shall be in addition to their rights and remedies at law or in equity. Failure of either party to enforce any of its rights shall not constitute a waiver of such rights or of any other rights and shall not be construed as a waiver or relinquishment of any such provisions, rights or remedies. Buyer shall be entitled at all times to set off any amount owing at any time from Supplier or any of its affiliated companies to Buyer, against any amount payable at any time by Buyer or any of its affiliated companies to Supplier.

**40. AMENDMENT** – No amendment of this Order or any of these terms or conditions shall be valid unless agreed to in writing and signed by an authorized representative of Buyer.

**41. ASSIGNMENT** – Supplier may not assign this Order in whole or in part without Buyer's prior written approval which may be withheld at Buyer's sole discretion.

**42. SEVERABILITY** – If any provision of this Order or application thereof is found invalid, illegal or unenforceable by law, the remainder of this Order will remain valid, enforceable and in full force and effect, and the parties will negotiate in good faith to substitute a provision of like economic intent and effect.

**43. STANDARDS OF BUSINESS ETHICS AND CONDUCT** – By the acceptance of this Order, Supplier represents that it shall comply at all times with Buyer's Code of Ethics as well as with all applicable anti-corruption rules, regardless of where Supplier is from or where the Order is performed. Supplier shall neither receive nor give any gifts or gratuities in breach of such rules. Supplier's employees are required to conduct company business with integrity and maintain a high standard of conduct in all business-related activities. Supplier shall not engage in any personal, business, or investment activity that may be defined as a conflict of interest, whether real or perceived. If, at any time, Buyer determines that Supplier is in violation of the applicable anti-corruption rules, Buyer may immediately terminate this Order upon written notice to Supplier and Buyer shall have no further obligation to Supplier.