

# STANDARD TERMS AND CONDITIONS OF PURCHASE

## *APPLICABLE TO ORDERS FOR COMMERCIAL ITEMS*

### **DEFINITIONS.**

- (a) "Agreement" means this Agreement, including any Purchase Order, Buyer statement of work, and/or long term agreement issued hereunder.
- (b) "Buyer" means the entity purchasing the Goods as indicated on the front of the Purchase Order.
- (c) "Goods" means any goods and/or services specified in the Purchase Order to be delivered by Seller to Buyer.
- (d) "Purchase Order" or "Order" (used interchangeably herein) means the document utilized by Buyer to place an order with Supplier for the Goods as therein described and incorporates by reference these Standard Terms and Conditions of Purchase.
- (e) "Seller" or "Supplier" means the contracting party with whom the Order is placed.

**1. AGREEMENT.** Unless otherwise agreed to in writing by Buyer, Buyer's Purchase Order, together with these Standard Terms and Conditions, is the entire agreement between Buyer and Seller with respect to the Goods specified. No course of dealing or usage of the trade shall be applicable unless expressly agreed to by Buyer in writing. No other document, including, but not limited to, Seller's proposal, quotation, or acknowledgement form is part of Buyer's Purchase Order unless specifically agreed to in writing by Buyer. **THE SELLER ACCEPTS THE ORDER ONLY ON THE TERMS SET FORTH IN THIS AGREEMENT. ANY TERMS IN THE SELLER'S ACCEPTANCE OR ACKNOWLEDGEMENT IN ADDITION TO OR NOT IDENTICAL WITH THE TERMS IN THIS AGREEMENT ARE HEREBY OBJECTED TO AND REJECTED BY BUYER AND ARE NOT PART OF THE AGREEMENT UNLESS AGREED TO IN WRITING BY BUYER'S AUTHORIZED PERSONNEL.** No right that Buyer has regarding Buyer's Purchase Order may be waived or modified except by Buyer in writing.

**2. PRICING AND TAXES.** If the price is not stated in Buyer's Purchase Order or otherwise agreed to in writing by Buyer, then the price is Seller's lowest prevailing market price and includes all applicable taxes, import and export duties, impositions, and other similar charges. Seller warrants that the price charged for the Goods covered in the Order do not exceed the prices charged others under comparable conditions. Seller shall refund any excessive amount paid by Buyer. Unless otherwise agreed to in writing by Buyer, terms of payment are net 60 days from the receipt of Seller's invoice. Payment of invoices is not acceptance of Goods. All sales, excise, or other taxes and charges paid by Buyer shall be separately itemized on the invoice.

**3. PACKING AND DELIVERIES.** All Goods must be packed and shipped by Seller in accordance with Buyer's instructions and good commercial practice to ensure protection and prevent damage to the Goods. Goods will be shipped with a certificate of conformance and test results, as applicable. Seller is responsible for all damage caused by nonconforming packaging. Prices include all charges for Seller's packing and crating. Shipments of any hazardous materials or substances must be packaged and transported in compliance with all applicable U.S. laws and regulations. If requested by Buyer, Seller will provide Buyer with a properly executed U.S. Customs Form 7553 entitled "Certificate of Delivery," as well as U.S. Customs Form 7501 entitled "Entry Summary."

If requested by Buyer, invoices will contain Seller's certification that all Goods and services reflected in the invoice are produced and supplied in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended, and the regulations and orders of the United States Department of Labor issued thereunder. Bills of lading must accompany each invoice. Except as otherwise provided in the Purchase Order, Seller agrees to use Buyer approved carriers for all deliveries.

**4. TERMS OF SALES.** Unless specified otherwise on the Purchase Order, the terms of sale are Ex-works Seller's dock (Incoterms 2020). The Seller is responsible for cargo loading at pick up and export clearance with local authorities. All deliveries must be in conformance with the delivery schedule and routing instructions set forth in the Purchase Order, or otherwise communicated to Buyer. Seller shall notify Buyer immediately if Purchase Order delivery requirements cannot be met or if a delay in loading of the cargo is expected due to delay in production or other reasons. The parties hereby agree that time is of the essence and if Seller's deliveries fail to meet the schedules specified by Buyer and Buyer is compelled to ask Seller to ship by other than the designated routing to expedite delivery, Seller shall assume the difference for the additional cost of transportation. Unless authorized in writing to the contrary by Buyer, Seller shall not manufacture, produce or deliver the Goods in advance of the schedule or otherwise anticipate Buyer's requirements.

**5. INSPECTION, ACCEPTANCE, REJECTION.** Buyer, its customer(s), and/or any governing regulatory agency shall have the right to inspect all Goods, raw materials, and work-in-progress at any time during normal business hours at the Seller's manufacturing and storage facilities and the Seller's sub-tier suppliers' facilities. Notwithstanding any prior payment or inspection by Buyer or that title may have passed to Buyer, all Goods are subject to final inspection and acceptance by Buyer at Buyer's facility within a reasonable time after delivery. Acceptance by Buyer of the Goods delivered hereunder will not limit or affect the warranty or indemnity granted by Seller. If, upon inspection, the Goods are found to be defective in material or workmanship, or not in conformity with Purchase Order, including, without limitation, the drawings and/or specifications pertaining thereto, Buyer may at its discretion, and in addition to any other rights it may have, by written notice to Seller, as to such Goods: (i) rescind Buyer's Order, (ii) accept the Goods at an equitable reduction in price, (iii) reject and hold the Goods, at Seller's expense and subject to their disposal, and require delivery of replacement goods, or payment to Buyer of the replacement cost of such Goods, or (iv) return the Goods freight collect. If Seller fails to deliver such required replacements promptly, Buyer may: (1) replace such Goods and charge Seller with the cost incurred thereby, or (2) terminate Buyer's Order.

**6. QUALITY CONTROL.** Seller shall establish and maintain a quality management system acceptable to Buyer for the Goods purchased under this Order. Seller shall permit Buyer to review procedures, practices, processes and related documents to determine such acceptability. Seller shall have a continuing obligation to promptly notify Buyer of any violation or deviation from Seller's approved inspection/quality control system and to advise Buyer of the quality and specific identity of any Goods provided to Buyer during the period of any such violation or deviation. Seller will maintain the accepted quality management system throughout the duration of the Order. If Seller is cited for compliance violations, Seller shall within forty-eight (48) hours so notify Buyer and within sixty (60) days must rectify the non-compliance issues. If the violation is not corrected and certification has not taken place within this time frame, then Buyer at its sole discretion may terminate this Order. Seller will notify Buyer of any significant changes that affect quality within twenty-four (24) hours of that change. These changes include, but are not limited to, change in key management or personnel, change in source of supply of key materials, and change in address or site configuration.

Seller shall notify Buyer of any: (i) changes in its product or processes; (ii) changes from its suppliers; (iii) changes of manufacturing locations; and (iv) notification of nonconforming Goods prior to shipment. All such changes shall be approved by Buyer prior to being implemented. If Seller determines, after shipment, that non-conforming product was shipped to Buyer, then Seller will immediately notify Buyer of such non-conforming product. Seller shall flow down to sub-tier suppliers the applicable requirements in the purchasing document, including key characteristics when required. Buyer, its customers, and regulatory authorities shall have the right of access to all facilities involved in the Order and to all applicable records.

**7. CHANGES.** Buyer may at any time by written Order to Seller make changes in the quantities ordered or in the specifications or drawings or in the delivery schedule relating to the Goods, or may change or amend any other term or condition of this Order. An equitable adjustment shall be made to any price, time of performance, or other provisions of this Order required by Buyer's changes to the Order, and the Order shall be amended in writing accordingly. Any claim for adjustment under this Article must be made in writing within thirty (30) days from the date of receipt by Seller of such change. In the absence of such notification, Buyer shall not be obligated to consider Seller's claim for an equitable adjustment resulting from a change. Nothing in this Article shall excuse Seller from proceeding with the Order as changed.

**8. NEW MATERIAL.** "Material," as used in this Article, includes, but is not limited to, raw material, parts, items, components and end Items. "New," as used in this Article, means previously unused or composed of previously unused materials allowing for typical in-factory or site use including, but not limited to, integration, installation, assembly, test, burn-in, training, troubleshooting, and rework as required. Unless Buyer specifies in writing otherwise, Seller shall deliver New Material under this Agreement that are fully warranted and do not contain any counterfeit material. Material verification includes documentation that Seller is purchasing product directly from the original equipment manufacturer or authorized franchised distributor. In addition, the New Material must not be of such age or so deteriorated, due to storage factors, as to impair its usefulness or safety.

**9. COUNTERFEIT PARTS.** Seller represents and warrants that it has policies and procedures in place to ensure that none of the Goods furnished under a Purchase Order are "suspect/counterfeit parts" and certifies, to the best of its knowledge and belief that no such "suspect/counterfeit parts" have been or are being furnished to Buyer by Seller. "Suspect/counterfeit parts" are parts that may be of new manufacture, but are misleadingly labeled to provide the impression they are of a different class or quality or from a different source than is actually the case. They also include refurbished parts, complete with false labeling, that are represented as new parts or any parts that are designated as suspect by the U.S. Government, such as parts listed in alerts published by the Defense Contract Management Agency under the Government-Industry Data Exchange Program (GIDEP). Parts furnished under a Purchase Order shall be purchased directly from the Original Component Manufacturers ("OCM")/Original Equipment Manufacturers ("OEM") or through the OCM/OEMs Franchised Distributor. Seller shall maintain

documented systems (policy, procedure, or other documented approach) that provides for prior notification to Buyer and Buyer's written approval before parts or components are procured from sources other than OCM, OEM, or OCM or OEM's Franchised Distributor. Seller shall provide copies of such documentation for its system upon Buyer's request. Seller's systems shall be consistent with applicable industry standard, for the detection and avoidance of counterfeit electronic parts, including flowing down requirements to subcontractors. If Buyer reasonably determines that Seller has supplied suspect/counterfeit parts to Buyer, Buyer shall promptly notify Seller and Seller shall immediately replace the suspect/counterfeit parts with parts acceptable to Buyer. Notwithstanding any other provision contained herein, Seller shall be liable for all costs incurred by Buyer to inspect, remove, and replace the suspect/counterfeit parts, including without limitation, Buyer's external and internal costs of removing such counterfeit parts, of reinserting replacement parts and of any testing necessitated by the reinstallation of Seller's Goods after counterfeit parts have been exchanged. In addition, Buyer may unilaterally terminate any Purchase Order for convenience depending on the impact of the delivery of suspect/counterfeit parts on the Seller's overall performance on the Order. Seller's warranty against suspect/counterfeit parts shall survive any termination or expiration of the Order.

**10. STOP WORK.** Buyer may, at any time by written order to Seller, direct Seller to stop work, in whole or in part, for a period of up to ninety (90) days. Upon receipt of such stop-work order, Seller shall comply with the terms of such order and shall take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within said ninety (90) day period, Buyer shall either cancel the stop-work order or terminate the work covered by the stop-work order. In case of termination, the terms of Article 25 shall apply. In the event of a continuation of the work, equitable adjustment shall be made to the price, delivery, schedule, or other provision affected by the work stoppage, provided the claim for equitable adjustment is made within thirty (30) days after said continuation.

**11. BUYER'S PROPERTY.** If any designs, sketches, drawings, blueprints, patterns, dies, molds, models, tools, gauges, equipment or special appliances should be made or procured by Seller, especially for producing the Goods covered by an Order, then immediately upon manufacture or procurement they shall become the property of Buyer or Buyer's customer. Seller shall maintain a current inventory list of the foregoing. Any tools, materials, Items or any engineering data or other technical or proprietary information related thereto furnished by or paid for by Buyer shall: (a) become and shall be identified as property of Buyer, (b) be held by Seller on consignment at Seller's risk, (c) be used exclusively in the production and/or provision for Buyer of Goods and/or Services required by the Order, and (d) be subject to disposition by Buyer at any and all times and upon demand they shall be returned to Buyer. Seller shall maintain procedures for the adequate accountability, storage, maintenance and inspection of such items and shall make such records available to Buyer upon request.

**12. FURNISHED PROPERTY.** Buyer may provide to Seller property owned by either Buyer or its customer (Furnished Property) as set forth in the Order. Furnished Property shall be used only for the performance of the Order, or for the performance of a direct contract between Buyer's customer and Seller where Seller has obtained specific approval from Buyer's customer authorizing such use. Title to Furnished Property shall be retained by Buyer or its customer. Seller shall clearly mark (if not already marked) all Furnished Property to show ownership. Except in accordance with Buyer's written instructions and while in Seller's possession, Seller shall prevent the comingling of Furnished Property with other materials. Except for reasonable wear and tear, Seller assumes all risk of loss, destruction, or damage of Furnished Property while in Seller's possession, custody, or control. Upon request, Seller shall promptly provide Buyer with adequate proof of insurance against such risk of loss. Seller shall promptly notify Buyer of any loss or damage. Without additional charge, Seller shall manage, maintain, and preserve Furnished Property in accordance with good commercial practice. Seller shall maintain written records of the management, maintenance, and preservation of the Furnished Property, and provide such records to Buyer, upon request. At Buyer's request or at completion of the Order, Seller shall submit, in an acceptable form, inventory lists of Furnished Property and shall deliver or make such other disposition in accordance with instructions from Buyer.

**13. BUYER'S PREMISES.** If Seller, its employees, agents, or subcontractors are to furnish any labor or services of any kind whatsoever on Buyer's premises in connection with any Order, Seller agrees to abide by Buyer's rules and regulations governing contractors and suppliers while working on or maintaining facilities on Buyer's premises, copies of which will be furnished on request. Seller shall, before starting work, furnish Buyer with certificates from insurance carriers of Seller and its subcontractors (if any) evidencing that policies of insurance have been issued covering their legal liability in accordance with Article 27.

**14. BUYER'S USE.** Buyer, its successors and assigns, may subject all Goods to further manufacture, may combine them with other articles, or sell or put them to any use whatsoever, and no claim for royalties or additional compensation may be made by Seller or anyone else by reason of such manufacture, combination, sale or use. All unpatented ideas, information, designs, devices, prints, drawings and technical data concerning Seller's products, methods or manufacturing processes which Seller discloses or furnishes to Buyer in connection with any order shall, except to the extent as may be otherwise specifically agreed in writing by Buyer and Seller, be deemed to have been disclosed or furnished as part of the consideration for such Order, and Seller agrees not to assert any claims by reason of Buyer's use, duplication or disclosure thereof.

**15. WARRANTY.** Seller warrants that all Goods, supplies, and services furnished hereunder shall be free from defects in material and workmanship and that all items furnished will conform to applicable specifications, drawings, samples and/or other descriptions, and will be free from all liens and encumbrances. To the extent Seller is responsible for design, Seller assumes design responsibility and warrants the items to be suitable for the purposes intended. Seller warrants that all services shall be performed with that degree of skill and judgment normally exercised by recognized professionals delivering or performing the same or similar services. The warranties described in this Article 15 shall begin after Buyer's final acceptance of the Goods and continue for a period of thirty-six (36) months thereafter. If the Goods do not conform to the warranty specified herein, then Buyer may, in addition to all other rights and remedies, at its option, either: (i) return for credit or refund; (ii) require prompt correction or replacement of the defective or non-conforming part; or (iii) correct or have corrected the nonconforming Goods at Seller's expense. Additionally, Buyer may recover by offset or otherwise, any and all costs, expenses, and damages paid, incurred, or suffered by Buyer as a result of Seller's breach of the warranty. The warranties of Seller together with its service warranties and guarantees shall run to Buyer, its assigns and each successive customer. In addition, Seller agrees to pass any warranty benefits to Buyer that Seller receives from its suppliers of any item ordered hereunder.

**16. INDEMNITY.** Seller shall indemnify and hold Buyer, its successors and assigns, harmless from and against every action, claim, liability, cost, damage or expense, including attorneys' fees and other expenses of defense, attributable in whole or in part to any act or omission of Seller, its employees, agents or sub-contractors arising out of or in connection with: (i) the filling of a Purchase Order or Seller's performance hereunder, or (ii) personal injury, death, or property loss or damage attributed to, or caused by, the Goods supplied by Seller pursuant to the Purchase Order, including, without limitation, latent defects in such Goods, except to the extent that such injury, death, loss, or damages is caused solely and directly by the negligence of Buyer, or (iii) the furnishing of any labor or services hereunder, or (iv) the use or sale of any Goods or services provided for herein by Buyer or its customers, or (v) Seller's violation of or failure to comply with any applicable law, rule, regulation or governmental, court or administrative order. The aforesaid obligations of Seller shall be in addition to and not in limitation of any other right, including common law indemnity, to which Buyer may be entitled, and Seller's said obligation shall not be limited or restricted for any cause whatsoever including the use or operation of Buyer's materials, tools or equipment by Seller, its employees, agents or sub-contractors.

**17. PATENT INDEMNITY.** Seller shall indemnify, defend and hold Buyer, its successors and assigns, harmless from and against any and all actions, claims, liability, cost, damage or expense, including attorneys' fees and other expenses, with respect to any claim of patent infringement or the infringement of any proprietary information of third parties arising out of the manufacture, use or sale of the Goods called for by any Order; provided that this provision shall not apply if any such claim relates to specifications or information furnished to Seller by Buyer.

**18. COMPLIANCE WITH LAWS.** Seller warrants that performance of work under a Purchase Order complies with all federal, state and local laws, executive regulations and orders. Seller shall certify that the Goods were produced in compliance with all applicable requirements of the Fair Labor Standards Act, including sections 6, 7 and 12 thereof, and the regulations and order of the U.S. Department of Labor issued under section 14 thereof. The Equal Employment Opportunity Clause in Section 202 of Executive Order 11246, as amended, the Affirmative Action Clauses in Section 402 of the Vietnam Era Veterans Readjustment Assistant Act and Section 503 of the Rehabilitation Act, and the implementing rules and regulations of the Office of Federal Contract Compliance Programs relative to equal employment opportunity are incorporated herein by specific reference. Seller shall procure all licenses/permits, pay all fees, and other required charges and shall comply with all applicable guidelines and directives of any local, state and/or federal government authority. Buyer may proceed as provided below if, as a result of any violation of applicable laws, orders, rules, regulations, or ordinances by Seller, its officers, employees, agents, suppliers, or subcontractors at any tier: (i) Buyer's contract price or fee is reduced; (ii) Buyer's costs are determined to be unallowable; (iii) any fines, penalties, withholdings, or interest are assessed on Buyer; or (iv) Buyer incurs any other costs or damages. Buyer may proceed as provided for below if, where submission of cost or pricing data is required or requested at any time prior to or during performance of an Order, if Seller or its lower-tier subcontractors: (i) submit and/or certify cost or pricing data that are defective with notice of applicable cutoff dates; and (ii) upon Buyer's request to provide cost or pricing data, submit cost or pricing data, whether certified or not certified at the time of submission, as a prospective subcontractor, and any such data are defective as of the applicable cutoff date on Buyer's Certificate of Current Cost or Pricing Data; (iii) claim an exception to a requirement to submit cost or pricing data and such exception is invalid; (iv) furnish data of any description that is inaccurate; or, (iv) if the U.S. Government alleges any of the foregoing, and, as a result: (a) Buyer's contract price or fee is reduced; (b) Buyer's costs are determined to be unallowable; (c) any fines, penalties, withholdings, or interest are assessed on Buyer; or (d) Buyer incurs any other costs or damage. Upon the occurrence of any of the circumstances described above, Buyer may make a reduction of corresponding amounts (in whole or in part) in the price of the Order or any other contract with Seller, and/or may demand payment (in whole or in part) of the corresponding amounts. Seller shall promptly pay amounts so demanded. In the case of withholding(s), Buyer may withhold the same amount from Seller under the Order.

**19. NON ASSIGNMENT.** Seller shall not assign this Agreement or any interest herein, including any payment due or to become due with respect thereto, without Buyer's prior written consent.

**20. CONTROLLING LAW.** Seller and Buyer agree that this Agreement and any Purchase Orders are governed by and construed and enforced in accordance with the substantive laws of the State of New York, except that the United Nations Convention on Contracts for the International Sale of Goods does apply. The parties agree to the exclusive jurisdiction of the state and federal courts of general jurisdiction of the State of New York and agree not to commence any suit or proceeding, whether directly or indirectly relating or arising from a Purchase Order, except in such courts. Where Seller is domiciled, and the Goods and Services are produced/assembled/performed, outside the United States, all disputes arising in connection with a Purchase Order shall be finally settled by arbitration by a panel of three arbitrators, in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce. The expense of such arbitration shall be borne equally by Buyer and Seller, but each party will pay its own attorneys' fees. The seat of arbitration shall be Albany, New York, U.S.A. The arbitration shall be conducted in English and both parties shall have the right to present documentary evidence and witnesses. Both parties shall also have the right to cross examine witnesses. The decision of the arbitrators shall be final and binding upon both parties, and neither party shall seek recourse to a court of law or other authorities to appeal for revisions of such decision.

**21. INTELLECTUAL PROPERTY.** All information disclosed or furnished by Buyer to Seller under this Agreement, regardless of form or format, and including, but not limited to, designs, models, processes, drawings, specifications, reports, data, trade secrets, software, know-how, and other technical or business information and the features of all parts, equipment, tools, gauges, patterns, and other items furnished or disclosed to Seller by Buyer, and all information created, developed or made by Seller in the performance of this Agreement is and shall be treated by Seller as proprietary information of Buyer ("Proprietary Information"). Unless otherwise provided herein or authorized by Buyer in writing, Seller shall hold all Proprietary Information in confidence, and shall use Proprietary Information only in the performance of the Agreement or Purchase Order. Furthermore, Seller shall make no announcements concerning the fact that Seller has contracted to supply Goods or services to Buyer without the prior written permission of Buyer. This Article shall survive the performance, completion, expiration and/or termination, of the Agreement or any Purchase Order.

Any invention or intellectual property first made or conceived by Seller in the performance of the Purchase Order or which is derived from or based on information supplied by Buyer shall be considered to be the property of Buyer and Buyer shall own all right, title, and interest in such property. Seller shall execute all documents necessary to perfect Buyer's interest in and title thereto, including, without limitation, assigning any and all right, title and interest Seller has in any subject property to Buyer. Seller shall ensure that any third party with whom Seller has subcontracted to deliver Goods also executes and assigns any and all rights, titles, and interest in any such intellectual property to Buyer. Any work performed pursuant to the Purchase Order which includes any copyright interest shall be considered a "work made for hire."

**22. CONFIDENTIAL INFORMATION.** All disclosures, drawings, patterns, specifications or technical information furnished to Seller by Buyer are submitted in confidence upon the understanding and agreement by Seller that they shall not be disclosed or furnished to any third party, shall not be used by Seller in whole or in part for any purpose not designated by Buyer, and shall be returned to Buyer immediately upon Buyer's request. Furthermore, Seller shall make no announcements concerning the fact that Seller has contracted to supply any materials or services for Buyer without the prior written permission of Buyer.

**23. PUBLICITY.** Advertising, press releases, or marketing or sales brochures and any other publicity identifying the existence of Buyer's Purchase Order or relating to Buyer in any way may not be released or published without the prior written permission of Buyer.

**24. ETHICAL STANDARDS OF CONDUCT.** Buyer is committed to conducting its business fairly, impartially, and in an ethical and proper manner. Buyer's expectation is that Seller also will conduct its business fairly, impartially, and in an ethical and proper manner. Buyer's further expectation is that Seller will have (or will develop) and adhere to a code of ethical standards. If Seller has cause to believe that Buyer or any employee or agent of Buyer has behaved improperly or unethically under this contract, Seller shall report such behavior to appropriate Buyer Points of Contact (POCs). Buyer's Code of Conduct contains listings of its

POCs and is available on <http://www.albint.com>. Seller's employees are required to conduct company business with integrity and maintain a high standard of conduct in all business-related activities. Seller shall not participate in any personal business, or investment activity that may be defined as a conflict of interest, whether real or perceived. As a material obligation hereunder, Seller must immediately notify Buyer if, at any time during the term of this Order, if Seller becomes aware that it has an actual or potential conflict of interest, as defined by FAR 9.5, DFAR 252.209-7009, including without limitation, a relationship of any nature which may affect or which may reasonably appear to affect Seller's objectivity or ability to perform the Work ("Conflict of Interest"). Buyer shall have the right to inspect any site of Seller involved in work for Buyer, and failure to comply with the obligations in this Article shall be cause for immediate termination without penalty or further liability to Buyer.

**25. TERMINATION FOR CONVENIENCE.** Buyer may terminate this Agreement or any Order in whole or in part at any time for its convenience, by notice to Seller in writing, such termination effective thirty (30) days from the date of such notice. Upon Seller's receipt of such notice, Seller shall to the extent specified therein, stop work and the placement of subcontracts hereunder, terminate work under subcontracts outstanding hereunder, and take any necessary action to protect property in Seller's possession in which Buyer has or may acquire an interest. Seller shall submit a termination claim within thirty (30) days after the effective date of termination notice incorporating all claims of Seller. The amount to which Seller shall be entitled upon complete termination of the Purchase Order shall be determined by the parties hereto as being a fair and reasonable amount for the effort performed prior to the date of notice of termination. Buyer may deduct any amounts due to Buyer from Seller from the amount to be paid by Buyer on other open Purchase Orders. In no case shall Buyer be responsible for items procured or manufactured in advance of lead-time. Buyer shall have the right to audit all elements of any termination claim and Seller shall make available to Buyer on request all books, records, and papers relating thereto. Seller shall continue performance of an Order to the extent not terminated.

**26. TERMINATION FOR DEFAULT.** (1) Buyer may terminate this Agreement or any Order in whole or in part by written notice to Seller in any of the following circumstances:

- a. If Seller refuses or fails to make deliveries, including any installment thereof, or perform the services within the time specified in the Purchase Order or extension thereof granted by Buyer.
- b. If Seller fails to comply with other provisions of this Order, including, but not limited to, specified quality requirements, or fails to make progress as to endanger performance of the Order in accordance with its terms, and does not cure any such failure within a period of thirty (30) days or such longer period as Buyer may authorize by written notice after receipt of notice from Buyer specifying such failure.
- c. If Seller becomes insolvent, or makes a general assignment for the benefit of creditors, or pursues any remedy under any law relating to relief for debtors, or in the event a receiver is appointed for Seller's property, or becomes subject to any law relating to bankruptcy, insolvency, or relief of debtors, to the extent Buyer may lawfully exercise such right of termination.

(2) In addition to the foregoing termination rights, as well as all other rights and all remedies available to Buyer under applicable law, upon the occurrence of any event described in Article 26(1), above, Buyer shall have the right to purchase or manufacture similar Goods without further payment to Seller and/or require Seller to transfer title and deliver to Buyer in a manner directed by Buyer any and all property produced or procured by Seller under an Order including, but not limited to, materials, parts, tools, dies, plans, drawings, services, Agreement rights, and other property and technical data, and Seller shall be liable to Buyer for any excess cost to Buyer. Any termination by Buyer, whether for default or otherwise, shall be without prejudice to any claims for damages or other rights of Buyer against Seller. Buyer shall have the right to audit all elements of any termination claim and Seller shall make available to Buyer on request all books, records, and papers relating thereto. Seller shall continue performance of an Order to the extent not terminated.

**27. INSURANCE.** Seller shall, at its own expense, procure and maintain in full force and effect during the performance of its obligations hereunder, through companies and agencies reasonably satisfactory to Buyer, and in such specific forms as shall be reasonably required by Buyer, insurance amounts as provided below:

- Automobile Liability of \$1,000,000 USD per occurrence (including non-owned auto and under insured motorists);
- General Liability of \$1,000,000 USD per occurrence and \$2,000,000 USD in the aggregate (to include products and completed operations); and
- Worker's Compensation Part A: Statutory Limits and Part B: \$1,000,000 USD bodily injury by accident; \$1,000,000 USD bodily injury by disease (each employee); and \$1,000,000 USD bodily injury by disease (policy limit – aggregate).

Seller warrants to Buyer that Seller has the aforesaid insurance coverage in effect and shall provide Buyer with certificates evidencing the aforesaid insurance coverages before commencing the delivery of the Goods pursuant to this Agreement. Seller shall provide Buyer with thirty (30) days prior written notice to the effective date of any cancellation or change in the term or coverage of any of Seller's required insurance, provided however that such notice shall not relieve Seller of its obligations to maintain the required insurance.

Seller shall name Buyer as an additional insured on its commercial general liability and automobile liability policies for the duration of this Agreement and any Order issued hereunder and provide a waiver of subrogation on the Workers' Compensation/Employer Liability Limits, Commercial General Liability & Automobile Liability Limits. Specialty vendors/contractors may be required to carry additional insurance such as higher Liability Limits, Umbrella/Excess Liability, Pollution Liability, Professional Errors and Omissions or Contractor's Liability as deemed necessary by Buyer. If requested by Buyer, Seller shall provide Buyer with a "Certificate of Insurance." Insurance maintained pursuant to this Article shall be considered primary as respect to the interests of Buyer and is not contributory with any insurance which Buyer may carry.

**28. TITLE AND RISK OF LOSS.**

Unless otherwise provided in the Order, Seller shall bear risk of loss or damage to the Goods purchased hereunder until receipt at Buyer's dock at which point Seller's responsibility for loss or damage shall cease, except for loss or damage resulting from Seller's negligence or failure to comply with the terms of the Agreement or Purchase Order. Title to the Goods shall transfer from Seller to Buyer upon receipt of the Goods at Buyer's dock regardless of the Incoterms negotiated by the Parties.

**29. NON-EXCLUSIVE AGREEMENT.** Seller agrees that this is not an exclusive agreement. Buyer is free to purchase goods which are the same or similar to Seller's Goods from any third party.

**30. SETOFF.** Buyer may set off any amount due from Seller whether or not under this Agreement or a Purchase Order, against any amount due Seller hereunder.

**31. SUBCONTRACTING.** If any Goods are to be made to Buyer's design, all subcontracting by Seller with respect thereto shall be subject to Buyer's prior written approval.

**32. INDEPENDENT CONTRACTOR.** Seller is an independent contractor and this Agreement shall not render the Seller an employee, partner, agent of, or joint venture with Buyer for any purpose.

**33. COMPLIANCE WITH THE U.S. FOREIGN CORRUPT PRACTICES ACT/FACILITATION PAYMENTS.** Seller warrants and represents that it is familiar with the requirements of the U.S. Foreign Corrupt Practices Act ("FCPA"), the U.K. Bribery Act, and any applicable local or foreign laws, ordinances, and regulations regarding payments, gratuities, or bribes to government personnel. Seller agrees that in the performance of this Agreement or any Order Seller, including its officers, directors, agents, employees, independent contractors, and subcontractors, will comply with the FCPA, the U.K. Bribery Act, or any applicable local or foreign anti-corruption laws, ordinances, or regulations. To the extent there are any inconsistencies between the FCPA, the U.K. Bribery Act, or any applicable local or foreign anticorruption laws, ordinances, or regulations, the more restrictive shall apply. Buyer may terminate this Agreement or any Order for default, and seek all remedies for material breach of contract, if Seller violates or is subject to a bona fide allegation that Seller violated the FCPA, the U.K. Bribery Act, or any applicable local or foreign anticorruption laws, ordinances, or regulations. At its sole discretion, Buyer may institute a 10 percent withholding against Seller's invoices pending the resolution of any bona fide allegation that Seller violated the FCPA, the U.K. Bribery Act, or any applicable local or foreign anti-corruption laws, ordinances, or regulations. Seller agrees to promptly notify Buyer of any allegations against Seller, including its officers, directors, agents, employees, independent contractors, and subcontractors, regarding a violation of the FCPA, the U.K. Bribery Act, and any applicable local or foreign anti-corruption laws, ordinances, or regulations. Seller agrees to indemnify Buyer against any and all risks of loss associated with any violations, or allegations of a violation, by Seller, including its officers, directors, agents, employees, independent contractors, and subcontractors, of the FCPA, the U.K. Bribery Act, or any applicable local or foreign anti-corruption laws, ordinances, or regulations. Such indemnity shall include Buyer's legal costs and fees, including costs and fees incurred by Buyer to respond to allegations made against Seller that are ultimately resolved without any administrative or judicial action against Buyer or Seller.

Seller agrees to complete annual certifications regarding Seller's compliance with the FCPA, the U.K. Bribery Act, and any applicable local or foreign anti-corruption laws, ordinances, or regulations. Seller shall promptly notify Buyer of any material changes to any prior disclosures or certifications regarding the FCPA, the U.K. Bribery Act, and any applicable local or foreign anticorruption laws, ordinances, or regulations. Seller further agrees to require all subcontractors who are performing work in support of the Order to complete an annual certification regarding their compliance with the FCPA, the U.K. Bribery Act, and any applicable local or foreign anti-corruption laws, ordinances, or regulations, and to update any materials changes to the

same. Seller agrees to engage in annual training of its employees, agents, and independent contractors who are supporting the Order regarding compliance with the FCPA, the U.K. Bribery Act, and any applicable local or foreign anti-corruption laws, ordinances, or regulations. Seller will keep accurate expense, correspondence, and other records of the business conducted by Seller in furtherance of its performance of the Order, including documentation confirming that all payments made by Seller in connection with the performance of the Order are made in consideration for bona fide services or Goods provided to Buyer. Seller and Buyer agree that all payments by Seller in connection with the performance of the Order will be by check or bank transfer and that no payments will be made in cash or by bearer instruments, except for de minimis or petty cash payments made in the normal course of business, and that no payments will be made through an intermediary other than a financial institution in the normal course of Seller's business operations. Additionally, all payments owed to Seller or Buyer will be made directly to that party and all payments to foreign parties will be made in the foreign country at issue. Seller shall fully cooperate with and agrees to provide Buyer or Buyer's third party professional service provider, with all documents and other information requested by Buyer for purposes of auditing or verifying compliance with all laws and regulations, including U.S. laws and regulations such as the FCPA, that are applicable to the Parties' relationship or to an Order. Seller shall not subcontract any portion of the work required under an Order to any entity without prior approval by Buyer. Prior to seeking Buyer's consent to subcontract, Seller shall conduct due diligence to confirm the proposed-subcontractor's compliance with the FCPA, the U.K. Bribery Act, and any applicable local or foreign anti-corruption laws, ordinances, or regulations. Seller will not make any facilitation payments, or payments of cash or the provision of a small gift to a low level foreign official, for the sole purpose of expediting or securing the performance of a routine, non-discretionary governmental action. Facilitation payments do not include payment of established fees for government services.

**34. GRATUITIES/KICKBACKS.** No gratuities (in the form of entertainment, gifts, travel, or anything of value) or kickbacks shall be offered or given by Seller or by any agent, representative, affiliate or subcontractor of Seller to any officer or employee of Buyer's customer or Buyer. This restriction specifically prohibits the direct or indirect inclusion of any kickback amounts in any invoices or billings submitted under an Order or any other agreement with Buyer. Buyer may, by written notice to Seller, immediately terminate the right of Seller to proceed under an Order if it is found that gratuities (in the form of entertainment, gifts, travel or anything of value) or kickbacks were offered or given by Seller, or by any agent or representative of Seller, to any officer or employee of Buyer's customer or Buyer.

**35. EXPORTS.** Supplier and Buyer shall comply with the laws and regulations of the United States of America (USA) relating to exports and foreign transactions, including, but not limited to, the International Traffic in Arms Regulations (ITAR) (22 C.F.R. Parts 120-130), the Arms Export Control Act (22 U.S.C. 2778), the Export Administration Regulation (EAR) (15 C.F.R. Parts 730-774) and the Export Administration Act of 1979, as amended (50 U.S.C. 2401 *et. seq.*). In particular, the Parties shall not disclose any technical data, nor deliver, export, re-export or re-transfer any Product out of the USA, or to foreign persons or entities within or outside the USA, without prior review and determination by Buyer and the proper written authorization and/or license from the U.S. Government. If Seller is a manufacturer and/or exports defense articles or defense services, Seller represents that it registered with the U.S. Department of State and will maintain said registration in order to be eligible to engage in the manufacture and/or export of defense articles and defense services as required by ITAR. Seller shall immediately notify Buyer if Seller's export privileges are denied, suspended, or revoked in whole or in part by any U.S. or other government entity or agency. Supplier hereby indemnifies and agrees to hold Buyer harmless from any costs, damages, penalties, attorney's fees and similar expenses of Buyer due to Supplier's breach of such obligation. Any governmental license, approval or notification required for export shall be the responsibility of the Supplier. The Parties shall reasonably cooperate with each other in obtaining all required export and import licenses, approvals and/or notifications pursuant to such U.S. laws.

**36. SANCTIONS LAWS.** Supplier and Buyer shall comply with the laws and regulations administered and enforced by the U.S. Department of Commerce, Bureau of Industry and Security ("BIS") and the U.S. Department of the Treasury, Office of Foreign Assets Control ("OFAC") (collectively the "Sanctions Laws") and the Seller represents it is not a sanctioned person and is not owned or controlled by a person or entity sanctioned under the Sanctions Laws. The Buyer and Seller will not directly or indirectly export, re-export, transfer to, or otherwise make any Goods available for use in Russia, Belarus, the Donetsk, Luhansk, or Crimea regions of Ukraine, Cuba, Iran, Democratic People's Republic of Korea (North Korea), Syria, Sudan, Venezuela, or any other location in violation of any applicable Sanctions Laws.

**37. COUNTRY OF ORIGIN MARKING REQUIREMENTS.** Seller covenants and agrees that Seller and its employees, agents, independent contractors, and suppliers have fully complied with any and all foreign country of origin marking requirements established by United States Customs and Border Protection ("CBP") for all Goods sold by Seller to Buyer, and that all Goods, as well as all shipping containers, shall be marked in a conspicuous place as legibly, indelibly, and permanently as the nature of the article or container will permit, with the foreign country of manufacture of the goods in English or with such other foreign country of origin marking as Buyer will direct in writing. Where appropriate, Buyer will provide specific language and



location requirements related to country of origin marking.

**38. PRICING AND IMPORT VALUATION LEGAL REQUIREMENTS.** If any additional payments outside the unit price for the Goods will be or have been made to Supplier by Buyer in connection with an Order for: (1) items that constitute assists (e.g., tooling, molds, dies, materials, or components provided for incorporation in or to aid in the manufacture of the Goods), (2) royalties, (3) selling commissions, or (4) other incidental charges, all such additional value(s) and payments should be separately itemized and identified on Seller's commercial invoice accompanying the shipment of the Goods. Further, Seller's invoices may not indicate a nominal value for Goods, but shall indicate the invoice price charged to Buyer, or if shipment is one of multiple shipments required under a single Purchase Order, the value shall be stated as the actual value of the Goods being shipped. If Goods are provided free of charge as sample or pursuant to warranty or other provisions, the corresponding fair market value of the item should be indicated for customs clearance purposes.

**39. CREDITS AND REFUNDS.** Transferable credits or benefits associated with or arising from Goods purchased under an Order, including trade credits, export credits or rights to the refund of duties, taxes or fees, belong to Buyer. Seller will, at its expense, provide all information necessary (including written documentation and electronic transaction records in Buyer-approved formats) to permit Buyer to receive these benefits, credits, or rights. Seller will furthermore, at its expense, provide Buyer with all information, documentation, and electronic transaction records relating to the Goods necessary for Buyer to fulfill any customs related obligations, origin marking or labeling requirements and certification or local content reporting requirements, to enable Buyer to claim preferential duty treatment for Goods eligible under applicable trade preference regimes, and to make all arrangements that are necessary for the Goods to be covered by any duty deferral or free trade zone programs(s) of the country of import. Seller will, at its expense, provide Buyer or Buyer's nominated service provider with export documentation to enable the Goods to be exported, and obtain all export licenses or authorizations necessary for the export of the Goods unless otherwise indicated in an Order, in which event Seller will provide all information as may be necessary to enable Buyer to obtain such licenses or authorization(s).

**40. TRADE SECURITY.** Upon request, Seller shall cooperate with Buyer's U.S. Customs Trade Partnership against Terrorism ("C-TPAT") compliance efforts. For business partners eligible for C-TPAT certification (e.g., carriers, U.S. customs brokers, etc.), documentation will be required (Status Verification Interface Number and C-TPAT certificate) indicating whether these business partners are or are not C-TPAT certified. For those business partners not eligible for C-TPAT certification (e.g., foreign suppliers), Buyer requires their business partners to demonstrate that they are meeting C-TPAT security criteria (including the use of ISOPAS 17712 seals on all ocean container shipments to the U.S.) and implement action plans to address any deficiencies. Business partners will be subject to verification of compliance by Buyer as appropriate. Seller shall cooperate with Buyer to provide all necessary advance data elements required for Buyer to comply with U.S. Customs and Border Protection's Importer Security Filing ("10+2"). These data elements include, but are not limited to, Manufacturer (Supplier) name and address, country of origin, container stuffing location, consolidator name and address, and Harmonized Tariff Schedule (HTS) number (to 6-digits). Seller understands that agreement to the terms set forth above are a condition of doing business with Buyer.

**41. REACH.** Seller represents, warrants and undertakes, at its sole cost, to supply Goods under a Purchase Order in compliance with European Union Regulation Number 1907/2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH), or any similar law or regulation adopted by any country or jurisdiction in the world, which would prevent or restrict the sale or transport of the Goods. Upon request, Seller shall timely provide Buyer with information regarding the chemical composition of the Goods, including information regarding the registration with, authorization by, or notifications to the European Chemical Agency under REACH. Without the need for a request by Buyer, Seller shall notify Buyer of any chemical substances contained in the Goods which are listed in Annex XIV of REACH (i.e., Substances of Very High Concern), as that annex may be amended or supplemented.

**42. DATA PROTECTION LAWS.** "Data Protection Laws" means any applicable law, regulation, or other legal requirement protecting a data subject's privacy with respect to personal information, including but not limited to laws, regulations, or other legal requirements of the following jurisdictions, including any geographic subdivisions: the European Union (EU), the European Economic Area (EEA), South Korea, China, Brazil, Canada, Mexico, and the United States. Data Protection Law includes, but is not limited to, the EU General Data Protection Regulation (Regulation (EU) 2016/679). To the extent Seller receives Personal Data, within the meaning assigned in Regulation (EU) 2016/679, from the Buyer, the parties acknowledge and agree that with regard to the processing of Personal Data pursuant to this Agreement, the Buyer is the Controller and Seller is the Processor. Seller represents and warrants that any processing of Personal Data pursuant to this Agreement will be done in accordance with Buyer's instructions and that Seller shall treat such Personal Data as confidential information. Buyer hereby instructs Seller to process Personal Data for the following purposes: (i) Processing in accordance with this Agreement and any applicable and

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related Order form(s) or statement(s) of work, and (ii) processing to comply with other reasonable instructions provided by Buyer (e.g., via email) where such instructions are consistent with the terms of this Agreement and applicable laws.

Seller further represents and warrants that it will: (i) appropriately oversee personnel engaged in the Processing of Personal Data and that all such personnel are subject to an obligation of confidentiality; (ii) maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Personal Data; (iii) notify Buyer if it receives a request from a Data Subject for access to, correction, amendment, or deletion of that individual's Personal Data; (iv) make available to Buyer all information necessary to demonstrate compliance with Applicable Data Protection Laws; (v) not disclose or transfer Personal Data to any third party without Buyer's prior written consent or as required by law; (vi) delete or return all Personal Data at the conclusion of this Agreement; (vii) maintain reasonable security incident management policies and procedures; and (viii) promptly notify Buyer of any violation of Data Protection Laws, including any actual or reasonably suspected unauthorized disclosure of Personal Data.

**43. CONFLICT MINERALS.** Seller represents, warrants, and undertakes, at its sole cost to supply Goods under the Purchase Order in compliance with the Conflict Minerals provision (Section 1502) of the Dodd-Frank Wall Street Reform and Consumer Protection Act. Supplier commits to have in place a supply chain policy and processes to undertake: (i) a reasonable inquiry into the country of origin of Conflict Minerals incorporated into Goods it provides to Buyer; (ii) due diligence of its supply chain, following a nationally or internationally recognized due diligence framework, as necessary, to determine if Conflict Minerals sourced from the Democratic Republic of the Congo and adjoining countries directly or indirectly support unlawful conflict there; and (iii) risk assessment and mitigation actions necessary to implement the country of origin inquiry and due diligence procedures.

**44. PROHIBITED SOFTWARE.** This Article only applies to Services/Items that include the delivery of software. As used herein, "Prohibited License" means the General Public License ("GPL") or Lesser/Library GPL, the Artistic License (e.g., PERL), the Mozilla Public License, the Netscape Public License, the Sun Community Source License, the Sun Industry Standards License, or variations thereof, including without limitation licenses referred to as "GPL-Compatible, Free Software License." As used herein, "Prohibited Software" means software that incorporates or embeds software in, or integrates software in connection with, as part of, bundled with, or alongside any (i) open source, publicly available, or "free" software, library or documentation; or (ii) software that is licensed under a Prohibited License; or (iii) software provided under a license that (a) subjects the delivered software to any Prohibited License; or (b) requires the delivered software to be licensed for the purpose of making derivative works or be redistributable at no charge; or (c) obligates Buyer to sell, loan, distribute, disclose or otherwise make available or accessible to any third party: (1) The delivered software, or any portion thereof, in object code and/or source code formats; or (2) Any Items incorporating the delivered software, or any portion thereof, in object code and/or source code formats. Unless Seller has obtained Buyer's prior written consent, which Buyer may withhold in its sole discretion, Seller shall not use in connection with any Order, or deliver to Buyer, any Prohibited Software. Seller agrees to defend, indemnify, and hold harmless Buyer, its customers and suppliers from and against any claims, damages, losses, costs, and expenses, including reasonable attorneys' fees, to the extent Seller caused Buyer to use or deliver Prohibited Software in connection with an Order.

**45. COMPLIANCE WITH ENVIRONMENTAL LAWS.** Seller hereby represents and warrants that the sale, resale, supply, export or delivery of any Goods (whether used as a component or otherwise) by Buyer in any market will not violate any law or regulation in any jurisdiction on the use of hazardous substances, or the recycling or treatment of waste equipment including, but not limited to the laws implementing: (a) the European Directive (2011/65/EU) on the Restriction on the Use of Certain Hazardous Substances in Electronic and Electrical Equipment "RoHS Directive", and European Directive (2002/96/EC) on Waste Electrical and Electronic Equipment ("WEEE Directive"); (b) the U.S. Environmental Protection Act ("EPA") including Resource Conservation Recovery Act ("RCRA") 40 CFR Part 260 through 265; (c) the Toxic Substances Control Act (15 U.S.C., § 2601 *et seq.*); (d) the Federal Insecticide, Fungicide, and Rodenticide Act ("FIFRA") (7 U.S.C. § 136 *et seq.*); or (e) the European Community Council Directive of 27 July 1976 (76/769/EEC) (together, "Environmental Laws").

Seller shall, upon request, provide Buyer with written confirmation of its compliance with the Environmental Laws, in the form, manner and within the timeframe reasonably directed by Buyer, including but not limited to, evidence that Seller has registered, notified and communicated supplied materials for Buyer's intended use as required by the Environmental Laws. Buyer shall have the right to audit Seller's compliance with the Environmental Laws. Seller shall provide Buyer with all such information and documentation that it may reasonably require (including access to its staff and facilities) to enable Buyer to satisfy itself of Seller's compliance with all Environmental Laws and that the warranty contained in subsection (a) above remains true and accurate. Seller shall bear all costs and expenses, including those related to recycling or taking back the Goods, arising out of or related to either Buyer or Seller complying with the Environmental Laws and placing the Goods on, or their importation into, any jurisdiction worldwide. Seller shall indemnify and hold Buyer harmless from any cost, expense,

liability or damage suffered by Buyer by reason of any breach or alleged breach of any of the Environmental Laws arising out of or related to the Goods.

**46. TOXIC, HAZARDOUS OR CARCINOGENIC SUBSTANCES AND SUBSTANCES OF VERY HIGH CONCERN (SVHC).** Seller shall establish a process to assure that current governmental and safety constraints on restricted, toxic and hazardous substances/materials are in compliance, relative to the purchased Items as stated on Purchase Orders. If Seller provides Goods under an Order which: (i) contain a toxic or hazardous substance identified under Occupational Safety and Health Standards, 29 C.F.R. § 1919.20 or 29 C.F.R. § 1910.1000 *et seq.* (Subpart Z); or (ii) contain a carcinogenic substance; or (iii) the use of which is regulated or restricted under 76/769/EC or other European Community Directive; or (iv) contain SVHCs or materials requiring registration, notification or communication under REACH; or (v) contain substances or materials that are regulated as waste by RCRA, Seller shall provide Buyer with a Safety Data Sheet (meeting the requirements of 29 C.F.R. § 1910.1200(g) and the latest revision of Federal Standard No 313 and REACH), that shall include information on the presence of all chemical substances in the Goods, including concentrations of chemicals equal to or greater than 0.1% and any other information required by any applicable law. Seller shall provide this information to Buyer prior to the initial shipment of the Goods and again with the initial shipment of the Goods. When a change in formulations occurs Seller shall provide Buyer with a copy of any new restrictions on handling, use, or disposal and receive approval from Buyer prior to shipment. Seller shall label each container of such Goods in a clearly legible and conspicuous form, stating that a toxic or hazardous substance is contained therein, and providing Buyer with a copy of any existing or new restrictions on handling or use. Material Safety Data Sheets for all other materials shall be retained by Seller and made available to Buyer upon request. Notwithstanding anything in any Order to the contrary, for Goods supplied to Buyer as department of Defense contractor or subcontractor at any tier, nothing herein shall require or permit Seller to change in any manner the lead composition of any Goods without the prior written approval of Buyer.

**47. NOTICE OF LABOR DISPUTES.** Whenever an actual or potential labor dispute is delaying or threatens to delay the timely performance of an Order, Seller shall immediately give notice thereof, including all relevant information with respect thereto, to Buyer. Any subcontract hereunder as to which a labor dispute may delay the timely performance of an Order, shall provide that in the event its timely performance is delayed or threatened to be delayed by any actual or potential labor dispute, the subcontractor shall immediately notify Seller of all relevant information with respect to such dispute.

**48. NON WAIVER.** No waiver of any provision or failure to perform any provision of this Agreement or any Order shall be effective unless consented to by Buyer in writing nor shall any such waiver constitute a waiver of any other provision or failure to perform.

**49. RECORDS RETENTION.** Supplier is required to maintain all records generated as a result of a Purchase Order issued hereunder in accordance with industry standards but for no less time than the life of the program the Purchase Order is supporting.

**50. SURVIVABILITY.** If this Agreement or any Order expires, is completed, or is terminated for default or convenience, Seller shall not be relieved of those obligations contained herein for the following provisions: Pricing and Taxes, Article 2; Warranty, Article 15; Indemnity, Article 16; Patent Indemnity, Article 17; Insurance, Article 27; Intellectual Property, Article 21; Controlling law, Article 20; Compliance with Laws, Article 18; Exports, Article 35; Compliance With Environmental Laws, Article 45.

If this Agreement or an Order expires, is completed, or is terminated for default or convenience, Seller shall not be relieved of United States Government flow-down provisions that, by their nature, should survive.

**51. ENTIRE AGREEMENT, AMENDMENT.** This Agreement, together with any changes, Purchase Orders, attachments, exhibits, specifications, schedules, and other terms referenced in or attached to a Purchase Order constitute the entire agreement and supersede all previous communications, representations, either verbal or written, between the parties hereto with respect to the subject matter hereof. This Agreement may not be changed, altered, supplemented or added to at any time except by supplemental written agreement.