

**GENERAL TERMS AND CONDITIONS OF PURCHASE**  
**FOR GOODS AND/OR SERVICES (US)**

**PART I – TERMS AND CONDITIONS – GOODS AND SERVICES.** This Part I applies to Goods (including Parts) and Services (as those terms are defined below).

1. **APPLICATION.** (a) These General Terms and Conditions of Purchase for Goods and/or Services (“**Terms and Conditions**”) will apply to the purchase order or other document to which these Terms and Conditions are attached or incorporated (“**Order**”).

(b) Definitions: (i) “**Agreement**” means these Terms and Conditions, together with the Order into which they are incorporated, as well as all other documents incorporated by reference in either the Terms and Conditions or the Order; (ii) “**Buyer**” means the buyer of Goods and/or Services or its agent, as listed in the Order; (iii) “**Buyer Site**” means a location owned or operated by Buyer or any of its affiliates (iv) “**Goods**” mean the goods, materials and equipment, as well as all drawings and other documents, listed on the Order or provided in connection with any Services; (v) “**Parts**” mean Goods purchased by Buyer under the Agreement with the intention of reselling such items to third parties (either directly or after incorporating such items into other products); (vi) “**Seller**” means the supplier of Goods and/or Services indicated on the Order; (vii) “**Seller Group**” means Seller, its subcontractors and their respective employees, subcontractors, agents, representatives and anyone invited onto a Buyer controlled location by any of the foregoing; and (viii) “**Services**” means the stated type of services requested in the Order as well as any ancillary services provided with any Goods, including any software license or software as a service (“SaaS”). Terms not otherwise defined in these Terms and Conditions will have the meaning provided in the Order.

(c) The Agreement supersedes all prior negotiations, discussions, and dealings concerning the subject matter hereof, and will constitute the entire agreement between Seller and Buyer. Buyer objects to and rejects any provision additional to or different from the terms hereof that may appear in Seller’s invoice, acknowledgement, confirmation, writing, or in any other prior, contemporaneous or later communication from Seller to Buyer, unless such provision is expressly agreed to in a writing signed by Buyer. Seller’s shipment of, or furnishing of Goods, performance of Services, acknowledgement of the Order, or acceptance of any payment will constitute conclusive evidence of Seller’s acceptance of the Order, including these Terms and Conditions. In the event of a conflict between these Terms and Conditions and the specific provisions contained in the Order, the specific provisions contained in the Order will prevail.

(d) Buyer may from time to time permit an affiliate to administer the purchase under the Order on its behalf. Seller acknowledges and agrees that in such circumstances this will not constitute or be interpreted to represent an Order of that affiliate of the Buyer under this Agreement or a guarantee by that affiliate of the Buyer of any obligations or liabilities of the Buyer identified in the Order, and affiliate will have no liability relating to such Order.

2. **SCOPE OF WORK.** Seller, as an independent contractor, will, except as provided herein: (a) furnish all that is necessary, required, proper and incidental to the performance of the Order, including all labor, services, supervision, machinery, equipment and materials (other than specified labor, materials and equipment furnished by Buyer), and (b) obtain any and all necessary licenses, permits, insurance coverage and bonds required by law or specified herein in connection with the Order, and (c) perform work for Buyer as requested by Buyer in conformity with the terms of any Order placed under this Agreement. All items that are shown, or reasonably inferable from the specifications provided by Buyer as being necessary to satisfy the Order will be the responsibility of Seller. Seller represents that it has examined the Agreement and has fully acquainted itself with conditions relevant to the Goods and/or Services, it has made all investigations essential to the full understanding of the difficulties that may be encountered in performing under the Agreement, and assumes full and complete responsibility for completing all of Seller’s obligations under the Agreement.

3. **VOLUME FORECASTS.** On a periodic basis, Buyer may provide capacity guidance, forecast or projections of its future anticipated volume requirements for Goods (“Buyer Demand”). Seller acknowledges such Buyer Demand is not binding on Buyer, is for informational purposes only, and may change over time. Buyer makes no representation, warranty, guaranty or commitment of any kind or nature, whether express or implied, regarding any Buyer Demand, including accuracy or completeness. Seller will maintain the Buyer Demand to ensure an uninterrupted supply of Goods.
4. **PRICE AND PAYMENT.** (a) The price for the Goods and/or Services will be as specified in the Order, and payment will be 90 days from the later of (i) receipt by Buyer of all of the Goods and/or Buyer’s final acceptance of the Services; or (ii) receipt of invoice by Buyer. Seller will invoice Buyer no later than 90 days after the sooner to occur of the shipment of the Goods or completion of the Services, and Buyer will have no obligation to pay any invoice submitted after that date.
- (b) Seller represents that the price or prices specified in the Order do not exceed the current selling price for the same or substantially similar Goods and/or Services to any other purchaser, taking into account the quantity under consideration. If the payment due date is a day other than a business day, Buyer will make such payment on the next business day after such due date.
- (c) The price stated in the Order is firm, definite and not subject to price adjustment, and includes all taxes, import duties, fees, charges and expenses (including boxing, packaging, crating and returnable containers) as applicable. Seller will report and pay all above mentioned taxes, import duties, fees, charges and expenses and will indemnify and hold harmless the Buyer against any liability arising therefrom. If Buyer is required to remit or pay taxes that are Seller’s responsibility hereunder, Seller will reimburse Buyer for such taxes within ten days of notice hereunder. Buyer’s Sales Tax Exemption Certificate will be provided to the Seller as required. All payments will be made in the currency listed in the Order or, if not listed, in United States dollars.
5. **CHANGES.** Buyer will have the right, at any time, to make changes to the purchase order, including quantity, plans, drawings or specifications, packaging, time or place of delivery, or method of transportation. If any such changes cause an increase or decrease in the cost a party may send a written claim for any adjustment in price resulting from the change(s), but nothing will be paid for changes in delivery terms except for Seller owned freight. Buyer’s claims for adjustment will be deemed agreed to by Seller unless Buyer receives Seller’s objection thereto within the earlier of ten days after the date of such claim or the date Buyer receives delivery of all the Goods or Buyer’s final acceptance of the Services.
6. **INDEMNITY.** TO THE FULLEST EXTENT PERMITTED BY LAW, SELLER WILL DEFEND, PROTECT, INDEMNIFY AND HOLD BUYER, ITS PARENT COMPANY, PARTNERS, SUBSIDIARIES AND ANY OTHER RELATED OR AFFILIATED ENTITIES, ITS CUSTOMERS AND USERS OF THE GOODS AND/OR SERVICES, AND ALL OF THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, PARTNERS, EMPLOYEES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, “INDEMNITEES”) HARMLESS FROM AND AGAINST ALL CLAIMS, LIABILITIES, DAMAGES, DEMANDS, LAWSUITS, CAUSES OF ACTION, STRICT LIABILITY CLAIMS, PENALTIES, FINES, ADMINISTRATIVE LAW ACTIONS AND ORDERS, EXPENSES (INCLUDING ATTORNEYS’ FEES) AND COSTS OF EVERY KIND AND CHARACTER (COLLECTIVELY, “CLAIMS/LIABILITIES”) ARISING OUT OF OR IN ANY WAY INCIDENT TO (A) THE GOODS OR SERVICES PROVIDED, INCLUDING CLAIMS/LIABILITIES RELATING TO WARRANTY AND RECALL ACTIONS, PERSONAL INJURIES, DEATH, DAMAGE TO PROPERTY, DAMAGE TO THE ENVIRONMENT, OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT OR OTHER PROPERTY RIGHT, REGARDLESS OF WHETHER SUCH HARM IS TO SELLER GROUP, INDEMNITEES OR ANY OTHER PERSON OR ENTITY, (B) ANY ACT OR OMISSION OF SELLER, ITS AGENTS, EMPLOYEES, SUPPLIERS OR SUBCONTRACTS, AND (C) ANY BREACH OF ANY TERM HEREOF. THE DUTY TO DEFEND, PROTECT, INDEMNIFY AND HOLD INDEMNITEES HARMLESS REFERRED TO IN THE PRECEDING SENTENCE WILL INCLUDE CLAIMS/LIABILITIES THAT RESULT FROM THE COMPARATIVE, CONCURRENT OR CONTRIBUTING NEGLIGENCE OF ANY PERSON OR ENTITY

INCLUDING INDEMNITEES OR THEIR AGENTS, EXCEPT SELLER WILL NOT BE LIABLE UNDER THIS SECTION FOR CLAIMS/LIABILITIES RESULTING FROM THE SOLE NEGLIGENCE OF INDEMNITEES. BUYER WILL HAVE THE ABSOLUTE RIGHT AND OPPORTUNITY TO PARTICIPATE IN ANY INVESTIGATION OR DEFENSE AND MAY, AT ITS OPTION AND SOLE COST, HIRE SEPARATE COUNSEL TO REPRESENT BUYER. SELLER'S OBLIGATIONS UNDER THIS SECTION WILL SURVIVE THE TERMINATION, REVOCATION OR EXPIRATION OF THIS AGREEMENT.

7. **INSURANCE.** Seller, at its own expense, will carry Commercial General or Public Liability insurance, including products and completed operations with a combined single limit of not less than \$2,000,000 for each incident and \$5,000,000 aggregate for bodily injury, death or property damage which will protect the Seller and Indemnitees from loss, expense or claims of very kind and when conducting Services, Seller, at its own expense, will also carry the following types of insurance; (a) Worker's Compensation and Employers' Liability Insurance, as prescribed by applicable law; (b) Automobile Public Liability insurance covering all owned and non-owned automotive units with bodily injury, death or property damage liability for third parties with a combined single limit of \$2,000,000 for each occurrence and \$5,000,000 aggregate; and (c) if applicable to Services, Professional Liability insurance providing not less than \$3,000,000 coverage, including a three year extended reporting period. The amounts listed above may be increased from time to time as required by Buyer. The amounts listed above may be satisfied by Seller with a combination of primary and Umbrella/Excess Liability insurance. Buyer will be named as additional insured to Seller's policies for Commercial or Public General Liability, Automobile Public Liability, and any Umbrella/Excess Liability insurance for liability arising out of Seller's acts or omissions under this Order. All policies will be primary to and not in excess or contributory with any other insurance available to Buyer. All policies will contain provisions providing that the insurance companies will have no right of recovery or subrogation against Buyer or its affiliates, and Seller's carrier will be primarily liable for all covered losses. At Buyer's request, Seller will furnish Buyer with certificates setting forth the required insurance coverage. The insurance required hereunder will be obtained prior to commencing any work under the Order and thereafter will remain in force throughout the Warranty Period. Seller will, before providing any Goods or commencing Services, provide Buyer with a certificate satisfactory to Buyer of the insurance coverages and endorsements set forth above. If requested by Buyer, Seller will provide Buyer with certified copies of all policies. The obligations hereunder will not limit or modify in any way any other obligations assumed by Seller under the Agreement. ACCEPTANCE OF ANY INSURANCE CERTIFICATE WILL NOT CONSTITUTE ACCEPTANCE OF THE ADEQUACY OF COVERAGE, COMPLIANCE WITH THE REQUIREMENTS OF THIS AGREEMENT, OR AN AMENDMENT TO THIS AGREEMENT.
8. **LIENS.** Seller will provide Buyer with satisfactory evidence ("**Lien Release**") that all expenses and costs for materials and labor, relating to the applicable Goods and/or Services provided, have been fully paid by Seller Group and the premises upon which the work is performed, and any structures thereon, are not subject to liens, or claims of liens, of any kind. Buyer will have the right to withhold payment to Seller until completion and acceptance of the applicable Goods and/or Services and its receipt of the Lien Release. Seller will promptly and satisfactorily settle all liens and claims for labor performed and supplies or material furnished in connection with the Goods and/or Services. In the event Seller fails or refuses to promptly and satisfactorily settle any such liens or claims, Buyer will, after notifying Seller in writing, have the right to settle such claims and deduct the amount thereof from amounts payable to Seller. Payments made under this Agreement will not constitute full or partial acceptance of the Goods and/or Services, or any part of such work, by Buyer.
9. **DOCUMENTATION.** Seller will provide to Buyer by the due date, in the specified format and quantities, all drawings, certificates and other documents specified in the Order and will also provide, as specified or required by industry standard, all other relevant and applicable data and documents.
10. **SET-OFF.** Buyer reserves the right, at any time, to Set-off against any amount that Buyer (or any of its affiliates) owes to Seller (or any of its affiliates) under the Order or any other agreement between or among any such parties. "**Set-off**" means set-off, offset, combination of accounts, netting of dollar amounts of monetary obligations, right of retention or withholding or similar right to which Buyer is entitled (whether arising under the Order, another agreement, applicable law, or otherwise) that is exercised by Buyer.

11. **DEFAULT.** In addition to the remedies otherwise set forth herein, upon (a) the failure of Seller to perform any obligation in the Agreement (including any breach of a warranty) where Seller fails to either commence correction within two business days after written notice thereof or complete such correction within the time period directed by Buyer or (b) the occurrence of a Bankruptcy Event, then Buyer, in its sole discretion and without prior notice to Seller, may do any one or more of the following: (i) suspend performance under the Order or any other agreement between Buyer and Seller; and/or (ii) terminate the Order, or any part of it, or any other agreement between Buyer and Seller, whereby any and all obligations of Seller including payments or deliveries due, will, at the option of Buyer, become immediately due and payable or deliverable, as applicable; and/or (iii) take possession, by whatever reasonable means and at whatever location and time, of all materials, tools and equipment used in performance of the Order and (x) in the case of Services, finish the work or (y) in the case of Goods, acquire the equivalent Goods by whatever method it may deem expedient, and in such cases Seller will not be entitled to payment, if any, until all of the Goods are delivered to Buyer or Services are performed, in accordance with the Order. The foregoing rights, which include specific performance, will be cumulative and alternative and in addition to any other rights or remedies to which Buyer may be entitled at law or in equity. In addition, Buyer will be entitled to recover from Seller all court costs, attorneys' fees and expenses incurred by Buyer in connection with Seller's default. "**Bankruptcy Event**" means the occurrence of any of the following events with respect to Seller or its affiliates: (i) filing of a petition or otherwise commencing, authorizing or acquiescing in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law; (ii) making of an assignment or any general arrangement for the benefit of creditors; (iii) having a bankruptcy petition filed against it and such petition is not withdrawn or dismissed within thirty (30) days after such filing; (iv) otherwise becoming bankrupt or insolvent (however evidenced); (v) having a liquidator, administrator, custodian, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets; or (vi) being generally unable to pay its debts as they fall due.
12. **FORCE MAJEURE.** (a) If because of Force Majeure, either Buyer or Seller is unable to carry out any of its obligations hereunder (other than for a party's obligation to pay money owed), then the obligations of the party claiming Force Majeure will be suspended to the extent made necessary by and during such Force Majeure's continuance. The term "**Force Majeure**", as used herein, means any cause not reasonably within the control of the claiming party, and will include the following: (i) physical events such as acts of God, disease, plague, landslides, lightning, earthquakes, fires, storms such as hurricanes, which result in evacuation of the affected area, floods, washouts, or explosions; (ii) weather related events affecting an entire geographic region; (iii) interruption and/or curtailment of transportation and/or storage; (iv) acts of others such as riots, sabotage, insurrections or wars; (v) compliance with any law, statute, ordinance, regulation, policy, order or request of any federal, state, provincial or local government unit, or any officer, department, agency, or committee thereof (except to the extent such order or request arises from the claiming party's failure to comply with applicable law); and (vi) any other event or contingencies of like or different character beyond the reasonable control of the claiming party, that, in each case, interferes with the ability of the claiming party to perform its obligations hereunder. (b) If a party is prevented by Force Majeure, it will provide prompt notice to the other party. Initial notice may be given orally; however, written notice with reasonably full particulars of the event or occurrence is required as soon as reasonably possible. Delay or failure to give notice to a particular party will not prevent such party from claiming its performance is excused by Force Majeure, unless such delay or failure has adversely affected such party. (c) Upon providing written notice of Force Majeure as provided herein, the claiming party will be relieved of its obligations under the Order, from the onset of the Force Majeure event and for the duration of Force Majeure. Buyer may immediately terminate the Order if Force Majeure lasts for more than 30 consecutive days.
13. **ASSIGNABILITY.** The rights and duties under the Order are not assignable or transferable by Seller, in whole or in part, by operation of law or otherwise, without the express written consent of Buyer. Any assignment or attempted assignment in contravention of the foregoing will be null and void, will be considered a breach of the Order and will permit Buyer, in addition to any other rights which it may have, to terminate the Order. Buyer will have the right to assign the Order to any party. In the event Buyer believes, at any time during the Order, that Seller is unable or unwilling to perform or continue performing, Buyer can request and Seller will immediately assign, any and all subcontracts, to Buyer or Buyer's customer or end-user and Seller agrees that Buyer will not be

responsible for any costs, fees or liabilities related to such assignment(s) and that the amount owed to Seller will be reduced by the corresponding amount owed under the assigned subcontract(s).

14. **GOVERNING LAW.** The Order and its execution, performance, interpretation, construction and enforcement will be governed by the law, both procedural and substantive, of the State of Illinois, without regard to its conflicts of law rules. Any action or proceeding between Buyer and Seller relating to the Order will be commenced and maintained exclusively in the State or federal courts in Cook County, Illinois, and Buyer submits itself unconditionally and irrevocably to the personal jurisdiction of such courts. BUYER AND SELLER EACH WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION, CLAIM OR PROCEEDING RELATING TO THE PURCHASE ORDER.
15. **NOTICE.** All notices, consents, communications or transmittals under the Order will be in writing and will be deemed received on the day of delivery if personally hand delivered or sent by facsimile or electronic transmission (with written confirmation of the completed transmittal); or within five business days if mailed by Canada Post or United States mail as certified or registered mail with return receipt, postage prepaid addressed to the party to whom such notice is given at the address of such party stated in the Order.
16. **TOOLING.** Unless otherwise specified by Buyer, Seller will furnish all necessary tools, dies, gauges, fixtures, drawing and patterns at its sole expense. Any and all rights, title and interest in all tools, dies, patterns, drawings, etc., which Buyer has ordered and paid for (whether through amortization or otherwise), will be the property of Buyer, will have asset tags affixed to such tooling identifying it as owned by Buyer and will be returned to Buyer in good condition with ordinary wear and tear excepted upon demand. No additional cost will be permitted should Buyer, at any time, demand the return of same. Seller expressly understands that all tooling, blueprints, sketches, trade secrets or other information or tangible items received from Buyer will be treated as bailed property of the Buyer which will remain confidential and not be disclosed to any third-parties for any reason or use, unless Buyer gives written consent. Buyer does not grant any rights, title and interest to Seller in Buyer's tooling, blueprints, sketches, trade secrets or other information or tangible items.
17. **ENTIRE AGREEMENT; AMENDMENT; WAIVERS.** Neither party will claim any amendment, modification or release of any provisions hereof unless the same is in writing and such writing: (i) specifically refers to the Order; (ii) specifically identifies the term amended; and (iii) is signed by duly authorized representatives of Seller and Buyer. No waiver by Buyer of a provision or of a particular breach by the other of any obligation, terms, performance, conditions, or the failure of either at any particular time to exercise any of its rights herein provided, or any other course of dealing under the Order will be deemed a waiver of any continuing or subsequent breach of the same or any other terms, performance, conditions or obligations hereunder.
18. **INDEPENDENT CONTRACTORS.** The parties understand and acknowledge that Seller, its subcontractors, and the employees of either are not agents or employees of Company and have no authority to obligate or bind Company in any way without the express written permission of an appropriate officer of Company. Seller further agrees and acknowledges that Seller, its subcontractors, and the employees of either are not eligible for Company's employee benefit program. Seller further understands and acknowledges that (as between Seller and Company) Seller is fully and solely responsible for all taxes, assessments, penalties, fines, and interest relating to wages and benefits paid to its (or its subcontractors') employees under this Agreement, pursuant to all federal, state and local laws, including required withholding from wages of employees, regardless of the characterization of those employees by the parties, administrative agencies, or the courts.
19. **NO THIRD PARTY BENEFICIARIES.** The Order is solely for the benefit of, and will inure to the benefit of, Buyer and Seller, and will not otherwise be deemed to confer upon or give to any third party any right, claim, cause of action or other interest herein.

20. **SEVERABILITY.** The invalidity or unenforceability of any provision of the Order will not affect the validity or enforceability of its other provisions.
21. **CONFIDENTIALITY.** (a) Seller recognizes and acknowledges that Buyer may directly or indirectly furnish to Seller Group certain information regarding Buyer's or its affiliates' business operations in order to allow Seller to perform the work, which information Buyer considers confidential and/or proprietary, and that Seller Group may develop or discover information arising from or relating to the work hereunder. Any such information furnished by Buyer and/or developed or discovered by Seller Group will be collectively referred to in this Agreement as the "Confidential Information"; provided, however, that "Confidential Information" will not include (i) information that is at the time of disclosure, development, or discovery hereunder, or subsequently becomes, within the public knowledge generally through no fault of Seller Group; (ii) information that Seller Group can show was known to it (on a non-confidential basis) as of the time of disclosure, development, or discovery hereunder, independent of anything relating to Buyer or its affiliates or to the work; and (iii) information that Seller Group can show was obtained lawfully (on a non-confidential basis) from a third party (independent of anything relating to Buyer or its affiliates or to the work) that itself obtained the information lawfully and through no fault of Seller Group, subsequent to the time of disclosure, development, or discovery hereunder.
- (b) Seller will keep the Confidential Information confidential, and will not disclose all or any part of the Confidential Information to any third party (except as may be compelled by a court or other tribunal, and only then after giving Buyer reasonable notice and opportunity to object). Seller may disclose Confidential Information only to (i) those of its directors, officers, and employees who reasonably require access to the Confidential Information for purposes of performing the work, and (ii) those members of the Seller Group authorized by Buyer to have access to the Confidential Information; Seller will remain obligated to Buyer to ensure that such persons receiving any of the Confidential Information treat it in accordance with the terms of this Agreement. Seller agrees that the Confidential Information will not be used by Seller Group for any purpose other than providing the work. Seller will limit duplication of Confidential Information to only the number of copies reasonably required for performing the work. Upon receipt of a written request from Buyer, Seller Group will, within 20 days after such request and at Buyer's sole option, (i) return, or provide, as the case may be, all originals and copies of the Confidential Information, or (ii) destroy all originals and copies of the Confidential Information and certify in writing to such destruction. If Seller has separately signed a separate confidentiality agreement (each a "CA") with Buyer, this provision and the CA will be read together, but to the extent of any conflict, the terms of the CA will govern. Seller's duties under this provision will survive the termination, revocation, or expiration of this Agreement.
- (c) Seller acknowledges that it may receive Confidential Information relating to or belonging to Buyer's Affiliates, and Seller hereby acknowledges and agrees that each such Affiliate shall be protected by all terms and provisions of Section 21, including without limitation, for purpose of enforcing the provisions hereof.
22. **IP INFRINGEMENT.** Seller hereby represents, warrants and covenants that it has not infringed or misappropriated and that the use by Buyer or Buyer's customers will not infringe or misappropriate: (i) any patent covering Goods or use or sale thereof, or any method embodied in or resulting from the Goods, or (ii) any copyright, trademark, trade secret or other proprietary right with respect to the Goods.
23. **AUDIT.** Buyer will have the right, either directly or through its designated representative, at any reasonable time and from time to time, to audit and copy any and all records, documents and other data, as well as audit and inspect all Seller sites, to the extent pertaining to this Agreement. Seller will cooperate in furnishing to Buyer all such records, documents and other data in connection with any such audit. Upon request, Seller will promptly provide to Buyer or its designated representative any financial information to the extent reasonably necessary to demonstrate Seller's financial viability, including, without limitation, Seller's most current audited financial statements and such other non-public financial information as may be reasonably requested by Buyer for these purposes. Seller will retain all export and import documentation (including commercial invoice, packing list, and any national customs import and or export authorization or government forms) for a period of at least five years from date of exportation to Buyer or date of importation relating to Buyer purchases. Any review provided hereunder will be during normal

business hours and subject to at least 48 hours prior written notice, and will be subject to Buyer and its designated representatives agreeing to commercially reasonable confidentiality obligations. Buyer's rights hereunder apply to all contractors, suppliers and agents of Seller, and Seller will ensure Buyer has such rights.

24. **TERMINATION.** (a) Buyer reserves the right to terminate this Order, or any part of it, for Buyer's sole convenience, upon written notice to Seller. (b) If the Goods and/or Services are provided, manufactured or fabricated to Buyer's unique specifications and specifically prepared for Buyer pursuant to an Order (collectively, "**Specialty Goods and/or Services**"), Seller will stop all work hereunder immediately following a termination by Buyer, and will immediately terminate all suppliers' and subcontractors' contracts for performance hereunder. If Buyer has no future demand for such Specialty Goods and/or Services, Buyer may pay Seller a reasonable termination charge, and such payment will be Seller's sole remedy for termination. Unless otherwise set forth in the Order, such termination charge will be equal to a percentage of the price of the Specialty Goods and/or Services (as shown in the applicable Order) based on reasonable, actual direct costs for work performed prior to termination; provided, however, the sum of such termination charge, plus payments previously made by Buyer, will in no event exceed the total purchase price under the applicable Order. Seller will not be paid for the following: (i) any work done after receipt of such notice of termination, (ii) any costs incurred by Seller's suppliers or subcontractors which Seller could reasonably have avoided; and (iii) any costs incurred by Seller for any goods or services for which Buyer has not issued an Order. In performing hereunder, Seller will not act in anticipation of a notice of termination, without prior written authorization from Buyer. Notwithstanding the above, in no event, will Buyer pay any termination charges for standard stock merchandise or catalog items. (c) Upon Buyer's written request, and upon expiration or other termination of the Order; Seller will: (i) preserve, protect, and if so requested, transfer title to and deliver to Buyer, materials on hand and work in progress, both in Seller's and in its suppliers' plants or other facilities, and intellectual property (including licenses) purchased by Buyer, and (ii) in so far as is permissible, will if requested by Buyer transfer to Buyer all applicable government permits.

25. **COMPLIANCE.** (a) Seller will comply fully with all applicable laws and regulations in its performance of the Agreement and will neither take nor refrain from taking any action that could result in liability for either Buyer or Seller under applicable law, including the U.S. Foreign Corrupt Practices Act, the OECD Anti-Bribery Convention or any other applicable anti-bribery law or treaty, or those regulations maintained by the U.S. Treasury Department's Office of Foreign Assets Control (31 C. F. R. Chapter V) or the U.S. Commerce Department's Bureau of Industry and Security (15 C.F.R. Parts 730 et. Seq.). Seller will not export/re-export any technical data, process, product or service of Buyer, directly or indirectly, in violation of any law. Seller's breach of the preceding sentence will constitute cause for immediate termination of the Order by Buyer. Neither Buyer nor Seller will be required to take or refrain from taking any action impermissible or penalized under any applicable laws.

(b) In all cases, Seller must provide to Buyer, via the packing list and the customs invoice (as applicable), the country of origin and the appropriate export classification codes including, if applicable, the Export Control Classification Number (ECCN) and the Harmonized Tariff Codes of each and every one of the Goods (including Goods that may be provided as part of Services performed hereunder) supplied pursuant to an Order, including in sufficient detail to satisfy applicable trade preferential or customs agreements, if any.

(c) Seller agrees to trace and certify, or, if Seller does not manufacture the Goods, to require the manufacturer of the Goods to trace and certify, the country of origin of minerals used in all materials used by Seller or the manufacturer in the Goods or parts of Goods or in the manufacture of the Goods or parts of Goods and to promptly provide Buyer with such documents and certifications as requested by Buyer pursuant to Section 1502 of the Dodd-Frank Act relating to Conflict Minerals.

(d) The Goods and/or Services will satisfy or exceed: (i) all applicable legal requirements established by applicable law; and (ii) all applicable engineering or material standards, including, but not limited to, any ASTM, ANSI, NEC or other recognized standards with respect to quality and fitness.

(e) If and to the extent Seller loads, unloads or ships “hazardous materials” (as designated in accordance with 49 C.F.R. Parts 100-185, as amended from time to time), then Seller hereby warrants that all such materials will be prepared for shipment, loaded, shipped and unloaded in compliance with all applicable laws, rules, regulations, orders, and other requirements of federal, provincial or state and local governments and agencies thereof, regarding the handling and transportation of such materials, and Seller will indemnify and defend Buyer, its agents, contractors, and employees from all liability of whatever nature (including attorneys’ fees and expenses) to which they may become subject as a result of Seller’s failure to comply therewith. Seller will be responsible for all hazardous materials, including the disposal thereof, resulting from the manufacturing of the Goods.

(f) Seller shall comply with the following FAR and DFARS provisions (including and any updates thereto) as applicable, and shall flow such provisions down to Seller’s lower tier supplier, as applicable: (i) FAR 52.212-5(e)(1), Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items (MAY 2015); (ii) FAR 52.244-6, Subcontracts for Commercial Items (APR 2015); (iii) 252.225-7039, Contractors Performing Private Security Functions (JAN 2015); (iv) 252.227-7013, Rights in Technical Data—Noncommercial Items (FEB 2014); (v) 252.227-7015, Technical Data—Commercial Items (FEB 2014); (vi) 252.227-7037, Validation of Restrictive Markings on Technical Data (JUN 2013); (vii) 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (JUN 2013) ; (viii) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (JUN 2013); (ix) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUN 2013); (x) 252.247-7023, Transportation of Supplies by Sea (APR 2014); (xi) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000).

(g) Upon request Seller will furnish promptly all documents and other information required by Buyer to fully comply with all customs, tariff or other applicable governmental regulations. Seller will comply with the principles of C-TPAT, and if not C-TPAT certified, will use commercially reasonable efforts to become C-TPAT certified (or its local country equivalent, e.g., Authorized Economic Operator, Secure Trade Partnership, Business Alliance for Secure Commerce, Partners in Protection, etc.).

(h) Seller will fully comply with Buyer’s then current Code of Conduct for Suppliers policy as set forth at <http://www.molex.com/supplier/login.jsp>, as the same may be amended from time to time.

**26. DELIVERIES.** (a) **TIME IS OF THE ESSENCE WITH RESPECT TO PERFORMANCE AND DELIVERY.** Delivery of the Goods and/or Services will be at the time(s) and place(s) and in quantities and on terms specified in the Order. Unless otherwise agreed to by the parties, all deliveries will be made DAP (Buyer’s designated location) per Incoterms 2020 except deliveries where Seller and Buyer are located in the same country (except bonded zones) will be made DDP (Buyer’s designated location) per Incoterms 2020. If delivery of the Goods and/or Services is expected to be delayed, Seller will promptly notify Buyer of the cause and expected duration of such delay and will take all reasonable steps, at Seller’s cost and expense, to expedite delivery thereof. Deliveries to locations outside normal working days and hours will not be accepted unless specified in the Order.

(b) Seller will ensure that the Goods are properly preserved, secured, packed, containerized and labeled and otherwise prepared for shipment in accordance with the instructions of Buyer as specified in the Order and accepted industry practice and carrier regulations, so as to prevent damage and deterioration.

(c) Marking and labeling will be as follows: (i) each package will be marked to show the project and Order number; (ii) a packing slip will be included in each package containing, at a minimum, package, Order and project number, the part number(s), description, quantity per line item, total number of boxes in shipment, and the final delivery address; the package will be marked to indicate the packing slip is enclosed; (iii) the commercial invoice will contain, at a minimum, the Order number, part number(s), description, quantity per line item, unit price, extended price on each line, total value of the shipment, country of origin and HTS number, and (iv) if Buyer makes a down payment or provides tooling to produce the Parts ordered, Seller will use a pro forma invoice to value each shipment made to Buyer and the invoice will contain the same information as the commercial invoice.

(d) On import from non-European Economic Community (“EEC”) countries, Seller will transmit latest one working day after shipping date by fax or e-mail complete transport details as well as copy of invoice and Bill of Lading or Airway Bill or CMR. No charges will be allowed for packing, crating or cartage except as specified in the applicable Order.

(e) If at any time or for any cause whatsoever, Seller is unable to fulfill the terms and conditions of the Order, Seller will provide Buyer an option, to be exercised in Buyer’s sole discretion, to (i) receive the greater of either a pro-rata portion of the Goods or Services Seller has on hand at the time it discovers its inability to perform or enough Goods or Services to keep Buyer’s manufacturing lines running, or (ii) terminate all or part of the remaining portion of the Order. Unless otherwise agreed in writing, any pro-rata portion of Goods shipped to Buyer will be in the same proportion as the Order volume bears to the total Goods volume Seller has then contracted to sell. The exercise by Buyer of either option noted above will not prejudice Buyer’s rights to damages in connection with any undelivered portion of the Goods or Services.

(f) Seller and its suppliers will, at no additional cost to Buyer, expedite delivery, to include faster means of transportation, to meet established delivery schedules. When deemed advisable by Buyer, the Order will also be subject to expediting by Buyer or its customer, Seller hereby granting free, safe and clear access to Seller’s and Seller’s supplier’s premises for expediting purposes.

27. **MISCELLANEOUS.** The captions and section headings set forth in the Order and Terms and Conditions are used for convenience only and will not be used in defining or construing any of the terms and conditions set forth in the Order and the Terms and Conditions. The term “days”, as used herein, will mean actual days occurring, including, Saturdays, Sundays and holidays where banks are authorized to be closed in the city where Seller’s chief executive office is located. The term “business days” will mean days other than Saturdays, Sundays and holidays where banks are authorized to be closed in the city where Seller’s chief executive office is located. The term “including” or any variation thereof means “including, without limitation” and will not be construed to limit any general statement that it follows to the specific items immediately following it. Unless the context indicates otherwise, words importing the singular number will include the plural and vice versa, and words importing person will include firms, association, partnerships and corporations, including public bodies and governmental entities, as well as natural persons, and words of masculine gender will be deemed to include correlative words of the feminine gender and vice versa as the circumstances may require. If “Buyer,” as defined above, includes more than one entity, Seller agrees that each such entity will be separately, not jointly, responsible for the obligations hereunder as relating to Goods provided or Services performed for such entity. Copies of this agreement in any electronic format will be deemed the equivalent of an original for all purposes.

**[End of Terms and Conditions – Goods and Services]**

**PART II – TERMS AND CONDITIONS – GOODS GENERALLY.** This Part II applies only to Goods (including Parts).

28. **TITLE/RISK OF LOSS.** (a) The Goods or portions thereof; including data and work in progress, will become the property of Buyer and title to them will pass to Buyer upon delivery of the Goods to the delivery point designated in the Order, or when Buyer makes payment therefore, whichever occurs earlier. Notwithstanding any transfer of title prior to delivery, Seller will be responsible for and will bear risk of loss and damage to the Goods, or portions thereof, until final completion of their delivery. However, loss or damage, which results from Seller’s non-conforming preservation, packaging, packing, crating or containerization, whenever occurring, will at all times be the responsibility of Seller. (b) All property used by Seller in connection with the Order which is owned, furnished, charged to, or paid for by Buyer will be segregated and identified to the Order and will be and will remain the property of Buyer and will be used only for Buyer’s benefit and will be subject to removal and inspection by Buyer at any time without cost or expense to Buyer. Seller will insure, assume all liability for, maintain and repair all such property and return the same to Buyer in its original condition, reasonable wear and tear excepted, at the completion or termination of the Order or as requested by Buyer. Buyer will have free access to Seller’s and its vendors’ premises for the purpose of inspecting or removing such property. Seller will not grant security interest in the Goods or any part thereof in favor of any third party. The furnishing of free issue

material by the Buyer to the Supplier will not be, and will not be construed so as to be, financing of the Order or project or other operation of the Seller.

29. **QUALITY ASSURANCE.** Seller shall maintain compliance with all of Buyer's requirements as outlined in the Supplier Requirements Manual (2156750001) at [2156750001.pdf \(molex.com\)](#)
30. **CONTINUOUS SUPPLY.** In the event Seller's manufacturing capacity is in short supply, Seller will prioritize its manufacturing capacity to maintain its ability to supply Buyer with the Goods it ordered according to the delivery dates required by Buyer. Seller will provide Buyer with as much notice as reasonably possible if it anticipates or has reason to believe that its manufacturing capacity will not be sufficient to meet all of Buyer's requirements for any period.
31. **INSPECTION/REJECTION OF GOODS.** All Goods will be received subject to Buyer's and its customers' audits, inspection, testing and rejection at all times and places. If requested by Buyer, Seller will provide to Buyer the results of all samplings, analysis, inspection or test relating to the Order. Seller will, without additional charge, provide to Buyer and its customers, facilities and assistance for safe and convenient inspection. If Buyer finds any of the Goods to be defective in material or workmanship, or otherwise not in exact conformity with any warranty, specifications or the requirements in the Agreement, Buyer, in addition to any other rights which Buyer may have under warranties or otherwise, may, at its sole election, reject such Goods. Rejected Goods will not be replaced by Seller without prior written authorization by Buyer, and Buyer, in its sole discretion, may obtain replacement Goods from another supplier. Rejected Goods will be held at Seller's risk for a reasonable time, to be returned or disposed of by Buyer at Seller's timely written instruction and at Seller's sole cost and expense. If, within five days after rejection of the Goods, Buyer is not provided with written instructions by Seller regarding disposition of rejected Goods, Buyer may (i) return such Goods at Seller's cost and expense or (ii) sell such Goods at the best price it can obtain (such determination will be in Buyer's sole discretion), and credit the proceeds therefrom to Seller's account, less Buyer's costs and expenses of sale, including a reasonable commission not to exceed ten percent (10%). Inspection of the Goods or payment by Buyer for Goods will in no event constitute an acceptance of such Goods. Moreover, Buyer's review or approval of Seller's methods, manufacturing procedures, drawings, calculations, and other documents will not relieve Seller of any responsibility for Goods delivered hereunder. Buyer's right to reject nonconforming Goods applies to all deliveries under the Order, whether or not they are in separate lots, whether or not the nonconformity substantially impairs the value of that installment, or whether or not the nonconformity with respect to one or more installments substantially impairs the value of the whole order, and regardless of location or passing of title to the nonconforming Goods. Seller will be liable for all of Buyer's costs for any additional audits, inspection, testing to the extent caused by any failure of the Goods to conform to the requirements provided herein. The foregoing rights will be cumulative and in addition to any other rights or remedies to which Buyer may be entitled at law or in equity.
32. **WARRANTY.** (a) Seller warrants and covenants that: (i) the Goods will conform to the specifications referred to in the Agreement and will be of merchantable quality and free from defect in design, material and workmanship; (ii) the Goods will conform to any statements or representations made to Buyer, or appearing in Seller's literature or advertisements; (iii) the Goods will be safe and appropriate for the purpose for which the Goods are intended; (iv) Seller will deliver good and marketable title to the Goods and the Goods will be delivered free of liens or encumbrances; (v) Seller has complied in all respects with all laws applicable to the manufacture, transportation and delivery of the Goods, and (vi) the Goods are new and authentic parts and contain no Counterfeit Parts (as that term is defined below).

"Counterfeit Parts" are defined as a product produced or altered to resemble a product without authority or right to do so, with the intent to mislead or defraud by presenting the imitation as original or genuine. Counterfeit Parts include but are not limited to:

- Parts not containing the proper internal construction (die, manufacturer, wire bonding, etc.) consistent with the ordered part;

- Used, refurbished, or reclaimed parts represented as new product;
- Parts with a different package style, type, or surface plating/finish than the required or ordered product;
- Parts not successfully completing the full production and/or test flow of the Original Component Manufacturer (OCM) that are represented as completed product;
- Parts sold or delivered as up-screened product that have not successfully completed the up-screening process; and
- Parts sold or delivered with modified labeling or markings intended to misrepresent the form, fit, function, or grade of the intended product.

Note: Refinished, up-screened, or updated parts identified accordingly are not considered counterfeit product.

(b) Seller will cause all warranties by suppliers of goods applicable hereunder to be assigned to Buyer and will take all measures which Buyer considers necessary or desirable to assure that Buyer timely receives the full benefit of all such warranties, regardless of whether they are assignable. Seller will provide Buyer true copies of all such warranties.

(c) Unless otherwise specifically stated herein, all warranties of Seller hereunder will be for a period ending five years after final acceptance of the Goods, provided that warranties with respect to liens, title or latent defects will not terminate (“**Warranty Period**”).

(d) If during the Warranty Period the Goods are found to be defective or otherwise fail to conform to the warranties, and Buyer so notifies Seller, Seller will, at Seller’s sole expense and using its best efforts, promptly correct such nonconformity to the satisfaction of Buyer, failing which (i) Buyer may reject or revoke acceptance and cover by making purchase of substituted goods; (ii) Buyer may proceed to correct Seller’s nonconforming work by the most expeditious means available, in which case, the costs for such correction will be for Seller’s account; or (iii) Buyer may retain the nonconforming Goods with an equitable reduction to the Order price to reflect the diminished value of such nonconforming Goods.

(e) Buyer may assign to its customers and end-users of the Goods any warranty rights Buyer may have under the Order, provided however, that the Order will not, and will not be construed so as to, establish privity of contract between Seller and Buyer’s customers or end-users of the Goods.

(f) If, within the first three years after Buyer’s first use of any Goods that are manufacturing equipment, such Goods cause mean time between failure to be decremented by twenty percent (20%) or more due to defective parts, workmanship, or design, Seller will repair or replace not only such Goods, but also the defective units or materials created by such Goods in accordance with the procedure specified for Epidemic Failures.

(g) For every event where there is a breach of Section 32(a), Buyer may either claim actual damages for Claims/Liabilities pursuant to Section 6 above, or liquidated damages in the amount of \$3,000.00 per event. Such liquidated damages represent a genuine pre-estimate by the Parties of the expected loss or damage to Buyer and are not intended in any way to operate as penalty.

**33. FURNISHED BY BUYER.** All materials, parts or other items furnished by Buyer to Seller to be incorporated into any Goods hereunder will either (i) be paid for by the Seller at the regular current market price; or (ii) will be deemed held on consignment and Seller agrees to pay for all spoilage of same or that which is not otherwise satisfactorily accounted for.

**34. ACCESS TO BUYER SITE.** If and to the extent that the Goods provided hereunder are to be delivered or provided at any Buyer Site, Buyer will have the right to require the execution of an access agreement satisfactory to Buyer prior to granting Seller, its contractors, or its agents access to such facility. Seller agrees that it, and its contractors and agents, will comply with all of Buyer’s and/or its affiliates’ safety rules and regulations when they are at a Buyer Site.

35. **INTERNATIONAL TRANSACTIONS.** The United Nations Convention on Contracts for the International Sale of Goods will not apply to the transactions under the Order. Unless otherwise stated in the Order, the provisions of the most current version of INCOTERMS, International Chamber of Commerce Publication, are incorporated herein by reference.

[End of Terms and Conditions – Goods Generally]

**PART III – TERMS AND CONDITIONS – PARTS.** This Part III applies only to Parts.

36. **ADDITIONAL CHARGES REQUIRED FOR FABRICATION OF GOODS.** No charge will be made to Buyer for tools, dies, patterns, drawings, and all other intellectual property rights relating thereto (collectively, “**Tooling**”) required for the fabrication of Parts unless specifically set forth in the Order. In those instances where Buyer is separately charged for Tooling, Buyer will have the following rights with respect to such Tooling: (1) Buyer will be the sole owner of all rights to the Tooling and Seller does hereby assign any and all rights in the Tooling to Buyer; (2) such Tooling will have asset tags affixed identifying it as owned by Buyer; (3) Seller will only use the Tooling in support of Buyer; (4) Buyer will have the right to take possession of the Tooling at any time. In all instances, Seller will be solely responsible for the maintenance and upkeep of such items, including replacement items at the end of the useful life of the item.
37. **SAMPLE APPROVED.** On all new Parts, a sample must be approved by Buyer before Seller proceeds with the manufacture of a quantity run.
38. **CHANGES BY SELLER.** Seller will not make any change to the design, materials, processes, equipment and/or production facility (including relocation of manufacturing within the same production facility) used in providing Parts to Buyer (including any Parts procured by Supplier from a lower tier supplier) without Buyer’s written consent. Seller must provide Buyer at least nine months written notification of any desired change. For seller-initiated changes that require Buyer to re-qualify the products, Buyer reserves the right to charge back Seller the cost associated with the requalification activities. In the event that Seller makes any such change without complying with this paragraph, any Parts received by Buyer may, at its sole discretion, reject the goods as non-conforming in addition to any other remedies that may be available to Buyer under this Agreement or by equity or law. All costs and expenses incurred to Buyer as a result of unauthorized changes will be borne by the Seller.
39. **END OF LIFE NOTIFICATION.** In the event Seller intends to discontinue the manufacture and/or sale of any standard Parts, including any such Parts that Buyer purchases from any authorized distributor of Seller, Seller will provide Buyer with at least 12 months advance written notice (the “**Pre-Discontinuance Period**”). During the Pre-Discontinuance Period, Buyer may continue to place purchase orders for such Parts pursuant to this Agreement provided, however, that the last Delivery Date may not be more than 12 months beyond the expiration of the Pre-Discontinuance Period. In the event Seller intends to discontinue the manufacture and/or sale of any non-standard Parts, including any such goods that Buyer purchases from any authorized distributor of Seller, Seller will provide Buyer with at least 24 months advance written notice (the “**Pre-Discontinuance Period**”). During the Pre-Discontinuance Period, Buyer may continue to place purchase orders for such Parts pursuant to this Agreement provided, however, that the last Delivery Date may not be more than 12 months beyond the expiration of the Pre-Discontinuance Period. During the Pre-Discontinuance Period, Seller will assist Buyer in identifying alternative products or sources for the affected goods. In addition, Seller will reimburse Buyer for its costs and expenses associated with requalifying such alternate products or sources.
40. **EPIDEMIC FAILURE.** In the event of an “epidemic failure” (as defined below) with respect to Parts which may occur at any time during the period commencing with the date of first delivery of such Parts and ending with the end of the applicable warranty period for such Parts (“the epidemic failure period”), the following provisions will pertain:

(a) An “Epidemic Failure” is defined as occurring when .03% of merchandise, goods or materials exhibit substantially the same root cause failure. The rate is defined as the calculation of the following data points:  $A = (B/C) \times 100\%$  where: A is the epidemic failure rate, B is the cumulative failures and C is the affected purchased quantity of Product over a minimum four (4) month period.

(b) In the event that an epidemic failure prevents the beneficial use of any Part, the responsible Buyer purchasing personnel will notify Seller and will endeavor to diagnose the cause of such failures, assisted by the Seller if needed. If Buyer determines that an epidemic failure is due in whole or part due to a deficiency, mistake, or omission in Seller’s design, manufacture, material selection or other Seller error or omission, Seller will at its own expense (and exempted from applicable limitations of liability, if any) take one or more of the following actions as directed by Buyer at its sole discretion: (i) Apply the necessary engineering quality assurance and/or other personnel required to verify the diagnosis and to use its best efforts to find the most immediate solution including redesign or reformulation if necessary to correct the problem; (ii) Use its best efforts to deliver to Buyer all replacement parts, sub-assemblies, assemblies, fix kits, and/or equipment or materials required to implement the solution, within thirty (30) days following said notification; (iii) Provide on-site labor and assistance if necessary for the correction of such deficiencies or replacement of defective parts or assemblies; (iv) Provide modification kits for field modifications and spares; (v) Reimburse Buyer for any and all costs and expenses relating to the Epidemic Failure, including, but not limited to product recall and replacement expenses.

(c) Within the first three years after Buyer’s first use of any Part, if failure rates for manufacturing equipment cause mean time between failure to be decremented by twenty percent (20%) or more due to defective parts, workmanship, or design, Seller will repair or replace the defective Parts in accordance with the procedure specified for Epidemic Failures.

#### **[End of Terms and Conditions – Parts]**

***PART IV – TERMS AND CONDITIONS – SERVICES GENERALLY.*** This Part IV applies only to Services.

#### **41. PERFORMANCE OF SERVICES.**

(a) Seller will rely solely upon Seller’s own examination and investigation of the surface and subsurface conditions at the site, and all local and general conditions that may affect performance of the Services.

(b) Unless otherwise specified, Seller will secure all permits and licenses necessary to the performance of the Services, will pay all fees and make all deposits pertaining thereto, and will at Seller’s expense furnish all bonds required to perform the Services, and will submit proof thereof to Buyer.

(c) Seller warrants and covenants that it will perform the Services: (i) in a workmanlike manner using qualified, efficient and careful workers; (ii) in accord with all plans, drawings and specifications; (iii) in compliance with Buyer’s safety rules and policies (including background check policies as allowed by applicable law); (iv) in a manner to protect the work, the environment, Buyer’s property and the property and persons of others from loss, damage or injury of any type; (v) so as not to interfere with the operations of others on the premises; and (vi) under the supervision of an employee of Seller. All warranties of Seller hereunder will be for a period ending 12 months following final acceptance of the Services by Buyer.

(d) If an employee, supplied by Seller Group, is determined, or deemed, to be a borrowed servant (under applicable law), Seller’s obligations under this Agreement will continue regardless of such characterization.

(e) Seller will be responsible for the safety of Seller Group and will be fully and solely responsible for worksite safety. In addition, as relating to Seller Group’s activities hereunder, Seller will have full and sole authority and responsibility to identify all hazardous conditions at the worksite. To the extent Seller Group becomes aware of a hazardous condition caused by the employees, facilities and/or equipment of Buyer, Seller will immediately notify

Buyer of such and cease any work that could result in injury to any person(s) or damage to property or the environment until the hazardous condition is remedied by Buyer. To the extent such hazardous condition is caused by the employees, facilities and/or equipment of Seller Group, Seller will immediately (i) remedy such hazardous condition, to the extent relating to such employees, facilities and/or equipment, (ii) cease any work that could result in injury to any person(s) or damage to property or the environment until the hazardous condition is remedied by Seller; and (iii) notify Buyer of such hazardous condition.

(f) Buyer may maintain such representatives as it deems necessary on the work site for the purpose of inspecting, testing and ensuring the satisfactory completion of the Services. Buyer's work site representatives will not supervise, direct, control, or have authority over or be responsible for Seller's means, methods, techniques, sequences, or procedures of work, safety, or implementation of any safety precautions or programs. Buyer's approval of any work or service does not constitute an acceptance, approval or endorsement of any means, methods, techniques, sequences, or procedures of work, safety, or implementation of any safety precautions or programs. Buyer may inspect the work at any time during the progress of the Services, and Seller Group will provide reasonable facilities for such inspection. Buyer's inspection will not operate as a waiver of rights hereunder or otherwise relieve Seller from its responsibility for supplying and delivering Goods or Services in accordance with the requirements of the Agreement or any other obligation of Seller under the Agreement. If any applicable statute, regulation or order requires any part of the work to be specially tested or approved, Seller will give Buyer reasonable notice of the time and place of such testing and inspection. Buyer may require Seller to correct defective work or Buyer may have the work corrected by others, and, in either event, Seller will bear the cost of such correction.

(g) Seller will be responsible for, and hereby assumes all liability, whether insured or self-insured, for loss or destruction of or physical damage to the following: all tools, machinery, equipment, appliances and personal property that are owned by Seller Group or loaned to or leased by Seller Group and that are not to be incorporated into the completed Services, whether or not such loss, destruction or damage is caused by, arises out of, or is in any way connected with the negligence of Buyer, its employees or agents.

#### **42. OWNERSHIP OF IP.**

(a) Seller Intellectual Property. Seller Group has created or acquired (unrelated to its work) rights in certain intellectual property, including various concepts, methodologies and techniques, models, templates, software, user interfaces and screen designs, general purpose consulting and software tools, and methods of operation of systems (collectively, the "Seller Intellectual Property"); provided, however, that "Seller Intellectual Property" will not include any of the foregoing created expressly by or on behalf of Seller Group for Buyer. Seller Group will retain all ownership rights in the Seller Intellectual Property. Buyer will acquire no right or interest in the Seller Intellectual Property, except for any license expressly granted herein or by separate subsequent agreement between the parties. Seller agrees that the term "Seller Intellectual Property," as used herein, will not include any of Buyer's Confidential Information, the Deliverables (defined below) hereunder, or Buyer's tangible or intangible property, and Seller will have no ownership rights in such property.

(b) Ownership of Deliverables. Except for Seller Intellectual Property that is licensed to Buyer in this subparagraph, and except for any material not created or owned by Seller Group, all deliverables or work product produced for Buyer hereunder (such items, subject to the exceptions stated above in this sentence, will be referred to as the "Deliverables") will be Buyer's exclusive property. As and when any Deliverable is delivered to Buyer, the ownership of such Deliverable will immediately vest in Buyer. Seller hereby assigns or will cause the other members of Seller Group to assign to Buyer all right, title, and interest it has in such Deliverable, including any copyrights or other intellectual property rights pertaining thereto. To the fullest extent possible, each Deliverable is intended to be a work for hire under all applicable copyright laws. Seller will execute and deliver, at Buyer's request, all documents necessary for Buyer to establish and maintain such rights in and to the Deliverables. If any Seller Intellectual Property is contained in any of the Deliverables, Seller hereby grants or will cause the other members of Seller Group to grant Buyer a worldwide, royalty-free, non-exclusive, transferable, sub-licensable,

irrevocable, and perpetual license to make, use offer for sale and sell Deliverables that incorporate any of the Seller Intellectual Property.

43. **WARRANTY.** Seller guarantees the Services against defects in workmanship and material that will appear within one year following final acceptance of the applicable Services by Buyer and warrants that the Services will comply with all specifications listed in the Order. No substitutions of materials from that specified in the plans and specifications in this Agreement will be permitted unless approval is given by Buyer in writing. In the event that the Services are found to be defective either with respect to workmanship or materials, or not to be in conformance with the Agreement in any manner, Seller will promptly correct any such deficiency in the Services when notified by Buyer. While Buyer will generally inspect Services provided under this Order, any such procedures or inspection will in no way relieve Seller of its responsibility to correct any deficiencies in the Services in connection with this Order. In the event that Buyer requests that Seller correct any deficiencies in any Services procured in connection with this Order and Seller does not arrange for the correction of such Services promptly or in the event Buyer deems it necessary in case of emergency, Buyer may then arrange for correction of such deficient Services and charge Seller for the actual costs associated with any such correction. Upon completion of any remedial work necessary for the correction of any deficient Services, Buyer or Buyer's customer or end-user will invoice Seller for actual costs incurred and may withhold all amounts from any funds still due and owing to Seller by Buyer. Seller will arrange for the extensions, to Buyer, of all additional warranties by suppliers of Goods or Services that are consistent with or extend or expand the terms of the described warranty of Seller.

**[End of Terms and Conditions – Services Generally]**

**PART V – TERMS AND CONDITIONS – ONSITE SERVICES.** This Part V applies only to Services provided at a Buyer Site.

44. **SUBSTANCE ABUSE AND BACKGROUND CHECKS.** Seller will comply with, and its employees located on any Buyer site will be subject to, the most recent Substance Abuse Policy issued by Koch Industries, Inc. (or Buyer, as applicable). All employees of Seller will be subject to drug testing when on a Buyer site. To the extent requested by Buyer, required by law, or otherwise indicated by applicable good industry standards, Seller will ensure that all of its employees are drug tested and subject to a background investigation prior to first reporting to any Buyer site. Seller will not allow any of its employees to perform Services where the results of any drug test are above the limits specified in the Koch Industries Substance Abuse Policy (or Buyer, as applicable) or a background investigation uncovers results that are of reasonable concern. Minimally, background investigations will include: (a) education verification, (b) a Social Security number verification, (c) County Criminal Records Search; (d) Statewide Criminal Records Search; (e) Federal Criminal Records Search; and (f) State Sexual Offender List Search. The drug screen and background check are to be performed at the direction of the Seller and at its expense. Seller Group will comply with all obligations under 8 CFR 274a.2, and assure the identity and employment eligibility of any employee of Seller Group who performs the Services, and Seller certifies that it will comply with all record keeping requirements under such regulation.
45. **EMPLOYMENT ELIGIBILITY.** Seller will comply with all obligations under 8 CFR § 274a.2, and assure the identity and employment eligibility of any Seller employee who provides services under this agreement including, but not limited to, obtaining and administering I-9 documentation of employee's right to work in U.S. Seller further certifies that it will comply with all record keeping requirements under this regulation.

**[End of Terms and Conditions – Onsite Services]**