

Terms and Conditions

1. Waiting one week without a response constitutes acceptance of the PO
2. Price listed on the PO will be taken as correct unless immediately identified and an updated PO requested
3. Delivery date and method shall be identified and communicated upon acceptance of PO unless otherwise agreed upon by both parties
4. Statement of Conformity will accompany all applicable materials, and will include at a minimum:
 - a. Vendor's name
 - b. Ordered Part Number
 - c. Unique document number
 - d. Issuing date
 - e. Manufacture batch/lot number
 - f. Quantity of each batch/lot
 - g. Description of goods
 - h. Traceability to other supporting documents
 - i. CofA, SDS or others
 - i. Stamp and signature of authorized company representative
 - j. Any information requested on the Purchase Order
5. The Vendor shall, upon reasonable notice, grant access to the buyer, the Buyer's inspector or representative and any inspector or representative of the Buyer's customer or his agent or any regulatory authorities and government department to applicable areas of all facilities, at any level of the supply chain, involved in the Order and to witness the progress, inspection or testing of the Goods and/or services. Upon Buyer's reasonable request, Vendor shall provide copies of all licenses, permits, certificates, authorizations or approvals required for the receipt and use of the Goods. When a customer has identified raw material as a significant risk, Vendor shall perform the appropriate tests as determined by the design authority or Buyer and make copies of the test reports available to Buyer. All Goods shall be subject to final inspection and acceptance at Buyer's premises notwithstanding Buyer's payment for such Goods (if applicable) or prior inspections (at Vendor's premises or otherwise). It is expressly agreed that Goods will not be deemed to be accepted before Buyer's final inspection at an inspection site specified by the Buyer. Buyer's inspection, failure to inspect, or failure to discover any defect or error in the Goods will not relieve Vendor of any obligation hereunder or impair Buyer's rights or remedies at law or in equity. Vendor agrees to keep accurate books, accounts, records and invoices in connection with this Order. Vendor shall grant to the Buyer, the Buyer's inspector or representative and any inspector or representative of the Buyer's customer or his agent or of any regulatory authorities and government department, access to (or if requested by Buyer, provide to Buyer copies of) Vendor's books, records and documentation (including, but not limited to, those related to inspection, quality, and testing of Goods, security and data protection procedures, ethics and compliance programs, compliance with laws, and any other requirement or obligation under the Order), wherever such books and records may be located (including third- party repositories and facilities of Vendor's suppliers, subcontractors, and business partners used in connection with the Order). All requirements

of this contract may be subject to GQA (Government Quality Assurance). Vendor will be notified of any GQA activity to be performed. Government Quality Assurance is the process by which the appropriate National Authorities establish confidence that the contractual requirements relating to quality are met in accordance with the NATO AGAP 2100-series documentation. If required, Buyer will notify Vendor in writing prior to Order confirmation.

6. DELAYED DELIVERY. If at any time Vendor has reason to believe that deliveries will not be made as scheduled, Vendor shall immediately give Buyer written notice setting forth the causes of the anticipated delay. Such notice shall not be construed as a waiver by Buyer of any of its rights that may exist at law or under this Order. If Vendor fails to make shipment in accordance with the time specified in the Order, Buyer may (refuse any Goods and cancel this Order, in whole or in part, and any advance payments made to Vendor shall be returned to Buyer within five (5) calendar days after such cancellation. In addition to any other rights and remedies that Buyer may have, in the event of Vendor's failure to make timely shipment under this Clause or failure to meet any other delivery obligation, Vendor shall be responsible for all shipping costs and expenses incurred with respect to such failure, including the costs of expediting shipment with respect to late deliveries.
7. RETURN OF GOODS. For an Order of Chemical Goods, if Buyer or Buyer's customer desires, for any reason whatsoever, to return any unopened and unused Chemical Good, Vendor will accept the return of such Goods: (a) if the Chemical Goods are not made-for-order for such customer and they have at least eighty percent (80%) of their shelf life remaining, without restocking or other fees and Vendor shall refund to Buyer the purchase price paid for such Chemical Goods; or (b) if the Chemical Goods have less than fifty percent (50%) of their remaining shelf life or are otherwise made-to-order, upon negotiation of a mutually agreeable restocking charge that shall not exceed Vendor's standard restocking charge for similar situations and Vendor shall refund to Buyer the purchase price for such Chemical Goods less the mutually agreed upon restocking charge. The foregoing shall not require Vendor to accept the return of spoiled or damaged Chemical Goods.
8. INVOICING AND PAYMENT. Vendor shall issue a separate invoice to Buyer for each shipment made by Vendor. Vendor shall not issue any invoice prior to shipment, unless otherwise agreed in writing by Buyer. All prices shall correspond to unit costs agreed in the Order and be inclusive of applicable freight, packaging, insurance, handling and other charges (unless otherwise agreed in writing with Buyer), and shall not be subject to increases for any reason. Buyer shall pay any undisputed invoices ninety (90) days from the end of the calendar month that a correct invoice was received, unless otherwise mutually agreed ("Payment Date"). All amounts payable by Buyer under this Order are exclusive of amounts in respect of value added tax or any other applicable sales tax chargeable from time to time ("Sales Tax"). Where any taxable supply for Sales Tax purposes is made under this Order by Vendor to Buyer, Buyer shall, on receipt of a valid Sales Tax invoice from Vendor, pay to Vendor such additional amounts in respect of Sales Tax as are chargeable on supply of the Goods at the same time as payment is due for the supply of the Goods. All prices shall be expressed in, and payments hereunder shall be made in the currency stated on the Order.
9. FORCE MAJEURE. Neither Party shall be liable to the other as a result of any delay or failure to perform its obligations under this Order if and to the extent such delay or failure is caused

by an act of God, fire, flood, war, acts of terrorism, riot, civil commotion, governmental actions (including regulatory change), and any similar events beyond the reasonable control of the non-performing Party ("Force Majeure Event") and the Party affected by the Force Majeure Event could not have prevented the delay or failure by using reasonable precautions and as soon as reasonably practicable after becoming aware gives notice of the Force Majeure Event. Any party who is delayed in or prevented from performing because of the occurrence of a Force Majeure Event shall promptly notify the other party of the occurrence of such Force Majeure Event and the length of the anticipated delay. In addition, Vendor shall notify Buyer of any event, condition or circumstance that could potentially result in the occurrence of a Force Majeure Event. During the term of any Force Majeure Event affecting Vendor's ability to supply the Goods in accordance with the Order, Buyer may purchase Goods ordered under this Order from other source(s) and, at Buyer's option, the quantities of the Goods so purchased shall be deducted from the quantities of Goods covered by the Order or delivered to Buyer after the Force Majeure Event is completed. In addition, if a Force Majeure Event only reduces Vendor's ability to supply the Goods (as opposed to completely preventing such supply), Vendor shall supply Buyer with as much of the Goods as it can, which in no event shall be less than a share of its available supply of Goods that is equal to its available supply multiplied by a fraction the numerator of which is the quantity of the affected Goods that remain outstanding under the Order at the time Vendor declares a Force Majeure Event and the denominator of which is the total quantity of the affected Goods that remain outstanding under all open purchase orders held by Vendor for the affected Goods at the time Vendor declares the Force Majeure Event.

10. **VENDOR COMMUNICATION AND OBSOLESCENCE.** It is the Vendor's responsibility to notify Buyer of any significant event that may affect the Goods being delivered to Buyer, including but not limited to: (a) changes in ownership of Vendor; (b) change in QMS accreditation status of Vendor; (c) changes to Senior Management at the Vendor; (d) Changes to infrastructure at the Vendor; (e) transfer of work to another party, e.g. if the Vendor chooses to transfer part of the production process to another manufacturer; (f) changes in Goods and/or process definition, e.g. if Vendor supplies proprietary products and makes changes which affect the intended application of the Goods; and (g) change in manufacturing location. Vendor shall not implement the changes in (e), (f), or (g) without the approval of Buyer. The Vendor shall promptly notify the Buyer, in writing, of any obsolescence of any Goods, including but not limited to, the raw material, parts, components or chemicals used in manufacturing. Vendor shall provide Buyer the right to place a last time buy within three (3) months prior to any action to discontinue any Goods purchased hereunder.
11. **DOCUMENT STORAGE.** Notwithstanding any copyright or other restrictive markings relating to any document, items or other media provided by the Vendor, and without prejudice to any other rights of the Buyer relating therein, the Buyer shall have the right to copy any such document, item or media, in any format, as may be reasonably required for its own internal purposes in connection with use under any document/information storage/retrieval system. Unless otherwise stated in this Order or flowed down in this Order as part of the Buyer's end user requirements, the Vendor shall retain records as per the Buyer's requirements, and if no requirements are provided, for the period of their Vendor's Quality Management System accredited standard. In no event shall Vendor retain records for less than seven (7) years.

Buyer shall be notified prior to disposal of Quality records related to Goods purchased and reserves the right to request delivery of the records to Buyer at no additional cost. 23. ACCIDENT OR CHEMICAL SPILL. Vendor shall immediately notify Buyer of any accident or chemical spill occurring at any facility owned or operated by Buyer or any of its customers caused by Vendor or any of its carriers or subcontractors. Vendor shall also immediately notify Buyer of: (a) any action taken by any governmental authority which restricts or otherwise regulates the manufacture, processing, distribution in commerce, use or disposal of any of the Goods; (b) Vendor becoming aware that the Goods are non-conforming; and (c) any change in the Goods, process of manufacture, site of manufacture and/or quality control procedures.

12. COMPLIANCE WITH LAW. (a) Each Party shall comply with all applicable international, supranational (including European Union), national, federal, state, and local laws, statutes, rules, regulations, and ordinances, as amended, extended or reenacted from time to time ("Laws"). (b) Vendor shall comply with all applicable U.S. and non-U.S. sanctions and export control laws, rules and regulations, specifically including but not limited to, the International Traffic in Arms Regulations ("ITAR"), 22 C.F.R. 120 et seq., the Export Administration Regulations ("EAR"), 15 C.F.R. 730-774, the Export Control Reform Act, the Foreign Assets Control Regulations, 31 C.F.R. 500-598 and EU controls on exports of dual-use items and technology implemented pursuant to Council Regulation (EC) No. 428/2009 (collectively "Trade Control Laws"). Vendor shall provide in writing to Buyer the data, Goods, and services' export classification under the applicable export control laws and any related trade restrictions on such Goods and services, and Vendor shall be responsible for obtaining the required export license, permit, or authorization from the competent authorities. Vendor shall notify Buyer in writing of any changes to such export classifications or any changes to the laws which would result in a delay or restrict the delivery of the Goods and services to Buyer. (c) If Vendor is or has been engaged in the United States in the business of either exporting, manufacturing or brokering ITAR Items, Vendor represents that it is registered with the Directorate of Defense Trade Controls ("DDTC"), as may be required by 22 C.F.R. 122.1 of the ITAR and that it maintains an effective export/import compliance program in accordance with the DDTC guidelines. Vendor acknowledges that any technical data furnished by Buyer in connection with this Agreement may be subject to Trade Control Laws and Vendor shall not export, re-export or re-transfer technical data to any foreign persons or foreign entities, including personnel, consultants, subcontractors without the required government authorization and Buyer's approval. (d) Vendor warrants that neither the Vendor or any parent, subsidiary or affiliate of the Vendor is included on any of the restricted party lists maintained by the U.S. Government or any other governments, including but not limited to the Specially Designated Nationals List, Denied Parties List, or the consolidated list of asset freeze targets designated by the United Nations, European Union, and United Kingdom. The Vendor shall immediately notify Buyer if Vendor or its parent, any subsidiary or affiliates is, or becomes, listed on one of these lists or if any of its trade privileges are denied, suspended, or revoked in whole or in part by the applicable authorities. (e) Vendor and its sub-tier suppliers and service providers who manufactures, supplies, or ships Goods shall comply with all applicable requirements of the supply chain security programs applicable to Buyer's shipments, including but not limited to Customs Trade Partnership Against Terrorism ("CTPAT"), Authorised Economic Operator, Partners in Protection ("PIP") or similar programs. Vendor shall provide Buyer reasonable evidence to demonstrate

compliance with this clause. (f) Vendor shall provide the country of origin for each Product and ensure the Goods have the required country of origin marking for import. Vendor shall provide the import classification (harmonized tariff code "HTS") and any other information required to clear goods through customs to Buyer with each shipment in the specific manner that may be requested by Buyer. Vendor shall indemnify and hold Buyer harmless to the full extent of any losses arising from (a) any failure of Buyer to comply with export control laws and regulations based on reseller's reliance on certifications provided by Vendor under this Order, and (b) any false statements or material omissions by Vendor with respect thereto, including without limitation export classification and country of origin of Goods procured by Buyer under this Order. (g) Vendor warrants that the Goods to be furnished and the services to be rendered under this Order shall be manufactured, sold, used and rendered in compliance with applicable international prohibitions on child labor. Further, Vendor certifies that with respect to the production of the Goods and/or the performance of the services covered by the Order it has fully complied with Sections 6, 7, 12, and 15 of the Fair Labor Standards Act of 1938, as amended, and of regulations and orders of the United States Department of Labor under Section 14 thereof, if applicable. Vendor further acknowledges that it may be subject to the provisions of: 41 CFR Section 60-250.5 and/or Section 60-300.5; 41 CFR Section 60-741.5; 41 CFR Section 60-1.4(a) and (c); 41 CFR Section 60-1.7(a); 48 CFR Section 52.22254(e); and 29 CFR Part 471, Appendix A to Subpart A with respect to affirmative action program and posting requirements. (e) The parties to this Order are committed to compliance with the laws of the jurisdiction where the work will be performed as well as the laws of other countries that are, or may be, of potential relevance, including all laws applicable to one or both of the parties relating to bribery, money laundering and/or corrupt payments, such as the U.S. Foreign Corrupt Practices Act (the "FCPA"), the UK Bribery Act of 2010 (the "UK Bribery Act") and other applicable anti-corruption laws (together with the FCPA and the UK Bribery Act, the "Anti-Corruption Laws"). Accordingly, the parties hereby represent and warrant that: (i) The parties are now in compliance with the Anti-Corruption Laws of any other countries or jurisdictions that are applicable to the transactions contemplated herein and will remain in compliance with all such laws for the duration of this Order. The provisions of this Order and the transactions contemplated thereby, including the compensation of the parties, are legal and binding under the laws of the relevant jurisdictions, including, without limitation, all applicable Anti-Corruption Laws. (11) The parties have not taken and will not take any actions in furtherance of an offer, payment, promise to pay or authorization of the payment or giving of money, or anything else of value, to any government official (including any officer or employee of a domestic or foreign government or government-controlled entity or of a public international organization, or any person acting in an official or representative capacity for or on behalf of any of the foregoing, or any political party or official thereof, or candidate for political office, or legislative, administrative or judicial officials whether or not elected or appointed, all of the foregoing being referred to as ("Public Officials") or to any other person while knowing that all or some portion of the money or value will be offered, given or promised to a Public Official for the purposes of obtaining or retaining business, an advantage in the conduct of business or securing any improper advantage. (iii) The parties have not taken and will not take any actions in furtherance of an offer, payment, promise to pay or authorization of the payment or giving of, or a request or acceptance of, money or anything else of value, to or by any other person (whether or not a Public Official) while knowing that all or some portion of the money or value offered, given or promised to such other person is for the purpose of securing the improper performance of that person's

function or misuse of that person's position. (iv) No part of the payments received by either Party, directly or indirectly, will be used for any purpose which would cause a violation of the laws of applicable jurisdiction including any applicable Anti-Corruption Laws. (v) Neither Vendor nor any owner, partner, officer, director or employee of Vendor or of any affiliate company of Vendor is or will become a Public Official during the term of this Order without prior written notice to Buyer. (vi) Vendor will abide by the general principles and spirit of Buyer's Global Anti-Corruption Policy, and acknowledges receipt of such Policy. (f) In connection with the foregoing representations and warranties, the parties further agree as follows: (1) In the event of a breach of any of the representations and warranties contained in Clause 32(e) above, any claims for payment by Vendor with regard to any transaction for which a breach of such representations and warranties has occurred, including claims for sales or services previously rendered, shall be void and all payments previously paid shall be refunded to Buyer by Vendor. Vendor shall further indemnify and hold Buyer harmless against any and all claims, losses or damages arising from or related to such breach or cancellation of this Order. (ii) All payments due to Vendor under this Order will be made by check or bank transfer, and no payments will be made in cash or bearer instruments. No payments that are owed to Vendor hereunder will be made to a third party instead, and all payments will be made to accounts maintained by Vendor in accounts maintained in the jurisdiction where work will be performed. (iii) Buyer may terminate this Order immediately upon written notice in the event that it concludes, in its sole opinion, that Vendor has breached any representation or warranty in Clause 32(e) above or that a breach is substantially likely to occur unless this Order is so terminated. (8) | Vendor certifies that it, its principals, its agents, employees and other representatives will comply with and are in compliance with the Procurement Integrity Act (41 U.S.C. § 423), the Byrd Amendment (31 U.S.C. S 1352), gratuities rules (including 18 U.S.C. 5 201, 10 U.S.C. 5 2207, and 5 U.S.C. 7353), the U.S. Foreign Corrupt Practices Act, as amended (15 U.S.C. 5 78) and all other applicable laws, regulations and standards. Vendor further agrees to comply with all provisions of the Federal Acquisition Regulation ("FAR"), Department of Defense FAR Supplement ("DFARS"), and all other regulations and requirements which are either referenced in or applicable to this Order, including but not limited to the clauses listed in Attachment A and Attachment B (which shall be applicable when Goods or services furnished hereunder are for use in connection with (i) a U.S. Government Prime Contract or (ii) subcontracts at any tier under U.S. Government contracts). To the extent that Vendor is only providing Goods and/or services that qualify as "commercial items" within the meaning of FAR 2.101, the parties agree that, consistent with FAR 52.212-5(e)(1), FAR 52.244-6(c), and/or DFARS 252.244-7000, the FAR and DFARS clauses incorporated into this Order, in addition to any clauses necessary to satisfy the Prime Contractor's contractual obligations, are 52.203-13, 52.203-15, 52.204-21, 52-204-24, 52.219-8, 52.222-17, 52.222- 21, 52.222-26, 52.222-35, 52.222-36, 52.222-37, 52.222-40, 52.222-41, 52.222-50, 52.222-51, 52.222-53, 52.222-54, 52.222-55, 52.225-26, 52.226-6, 52.232-40, 52.247-64, 252.225-7007, 252.225-7009, 252.225-7039, 252.225- 7052, 252.227-7015, 252.227-7037, 252.236-7013, 252.237-7010, 252.237-7019, 252.246-7003, 252.247-7023, and 252.247-7024. The term "Contractor" and similar terms in the FAR and DFARS provisions shall be construed to mean "Vendor," "Contracting Officer" shall mean "Buyer," and the "Government" shall mean "Buyer" or the "Government" for the purposes of their application to this Order. Vendor shall include the applicable clauses referenced in this Clause 32(g) in its lower-tier purchase orders as required. (h) Buyer and Vendor, at the sole discretion of Buyer, may agree that Buyer shall accept various duties and responsibilities (i.e., MilSpec

labeling and packaging standards), previously the obligation of the Vendor, in return for a discounted price for the commercial item in question and perform those tasks necessary to ensure compliance with certain applicable MilSpec standards. (i) Vendor agrees, upon request, to furnish Buyer with a certificate or certificates in such form as Buyer may require certifying that Vendor is in compliance with all applicable flow-down clauses. Upon request, Buyer will make available to Vendor copies of or the cite to the flow-down clauses. Vendor will impose the flow-down clauses on each of its subcontractors involved in performing under this Order. (j) Vendor shall be responsible for all losses, costs, claims, causes of action, damages, liabilities and expenses (including attorneys' fees, all expense of litigation and/or settlement and court costs) arising from any act or omission of Vendor, its officers, employees, agents, suppliers, subcontractors at any tier, in the performance of any of its obligations under this clause. Vendor will flow down the obligations in the preceding sentence to its subcontractors. (k) Vendor shall ensure all Goods provided under this Order are in compliance with the United Kingdom Modern Slavery Act 2015 and are produced without the use of forced, compulsory, or trafficked labor, or of anyone held in slavery or servitude. Vendor will flow down the obligations in the preceding sentence to each of its subcontractors and suppliers involved in performing this Order.

13. DATA PROTECTION. Vendor shall comply with all relevant laws relating to the protection of individuals with regard to the processing of personal data and the free movement of such data ("Data Protection laws"), including but not limited to, EU Directive 95/46/EC, the Data Protection Act of 1998 and any and all amendments to the Data Protection laws. Vendor undertakes to: (a) process the collected personal data for the sole purpose of the Order and, generally, to act only within the frame of the Order; (b) to ensure the protection of the personal data and their processing entrusted to it by the Buyer; (c) to take all precautions to preserve the confidentiality and security of personal data and in particular to prevent them from being distorted, damaged or communicated to unauthorized third-parties, and more generally to implement appropriate technical and organizational measures to protect the personal data against any accidental or unlawful destruction, accidental loss, alteration, dissemination and/or unauthorized access, especially when the processing involves the transmission of data over a network, as well as against all unlawful forms of processing provided that, given the best practices and the cost of their implementation, these measures shall ensure a level of security appropriate to the risks inherent in the processing and the nature of the data to be protected; (d) to establish clearances to restrict people's access to personal data; to ensure that the persons in charge of the Order and having access to personal data are subject to an appropriate obligation of confidentiality and security; (e) to ensure that its personnel does not collect, process and use the personal data without its express authorization; (f) to ensure not to use the personal data for any other purposes than those expressly provided in this Order; (g) to take all the appropriate technical and organizational security measures adapted to the processing and the operations to be performed; (h) to promptly correct any errors or inaccuracies in personal data caused by the processing, whether or not caused by Vendor; (i) respond without delay to any request of Buyer concerning the processed personal data in order to allow it to take into account, in a timely manner, possible requests filed by interested third-parties (right of access, rectification, destruction etc.); (j) destroy all files storing personal data, or to return in full, all data medium at the termination of the Order; (k) respect the personal data retention period as stated by Buyer; (l) not resort to a subcontractor to execute the services, unless the latter has been expressly cleared by Buyer. In the event Buyer uses a subcontractor to fulfill the Order, Buyer becomes liable of all of the subcontractor's actions

within the frame of a contract to be validated by Buyer; (m) not cause any cross border transfer of personal data from a country situated in the European Union to any country situated outside the European Union, which are not deemed to have an adequate level of protection of personal data according to the European Commission, except in accordance with the terms of a Data Transfer Agreement between the Buyer and Vendor; and (n) not use the collected personal data, data medium or documents for its own interest or for a third party's interest, whether for a personal or professional end other than those defined in the Order, as well as all information contained on the aforementioned data medium or collected during the services implementation.

14. ENVIRONMENT, HEALTH AND SAFETY. Vendor represents and warrants that all hazardous or potentially hazardous goods will be contained, packaged, labeled and shipped in accordance with all applicable laws, rules and regulations and that Vendor will furnish Buyer with all information as is reasonably necessary, including, but not limited to, a fully compliant Safety Data Sheet ("SDS") for every country or region specified by Buyer. For avoidance of doubt, the foregoing sentence means that if the Buyer specifies the United States and the United Kingdom, then Vendor must furnish two SDSs - one that fully complies with the Hazard Communication Standard at 29 C.F.R. 1910.1200, as amended by the U.S. Occupational Safety and Health Administration in 2012 ("HCS 2012") and one that fully complies with Regulation (EC) 1272/2008 on classification, labelling and packaging of substances and mixtures (CLP) implemented the GHS via amendments to Annex II of REACH (and any amendments thereof implemented by the United Kingdom. In addition to the SDS (or SDSs), Vendor shall provide other information reasonably necessary to assist Buyer in processing, using, handling, storing, distributing or disposing of such goods in compliance with all applicable laws, rules and regulations. Consistent with the foregoing obligation, Vendor commits to providing Buyer, in a timely fashion, with information pertaining to all potential environmental, health and safety (EHS) aspects related to the Goods or services subject of the Order. Vendor will comply with all applicable laws and regulations concerning EHS aspects of its activities in providing goods or services to Buyer, including regulations promulgated both inside and outside its own country. Such regulations may include, but are not limited to: Hazard Communication. As a distributor, Buyer is dependent upon its suppliers to provide Buyer with a SDS that complies with HCS 2012 and to ship Buyer goods bearing an HCS 2012- compliant label. (b) European Commission (EC) Regulation 1907/2006 on the Registration, Evaluation, Authorization and Restriction of Chemicals ("REACH"). REACH imposes various requirements, including when a substance on the Candidate List of Substances of Very High Concern ("CLS") is present in an "article." As a supplier to Buyer, you are obligated to ensure, if any of the Goods or components of such Goods you supply to us qualify as an "article" under REACH, either that such article contains less than 0.1% by weight of any CLS, or that you communicate to us the identity of each CLS present at 0.1% or greater. The CLS has been published by the European Chemicals Agency (ECHA) at: http://www.echa.europa.eu/chem_data/candidate_list_table_en.asp. In making the 0.1% determination, Buyer expects you to adhere to ECHA'S "Guidance on requirements for substances in articles" issued June 2017 (version available https://echa.europa.eu/documents/10162/23036412/articles_en.pdf unless and until ECHA modifies this Guidance. (c) Toxic Substances Control Act of 1976, as amended by the "Frank R. Lautenberg Chemical Safety for the 21st Century Act" ("TSCA"). When supplying Goods which are or contain chemical substances, Vendor guarantees that, at the time of the sale and Buyer's receipt, all such chemical substances are either (i) listed

correctly on the Chemical Substance Inventory maintained by the U.S. Environmental Protection Agency, and therefore, are not considered "new" substances subject to the TSCA Section 5 premanufacture notification obligation or ii) covered by an exemption from Chemical Substance Inventory and TSCA Section 5 premanufacture notification obligation of which Vendor shall notify Buyer and provide supporting documentation. In addition, Vendor shall inform Buyer in advance of any TSCA obligations known to it governing the processing, use, handling, distribution or disposal of any Goods it supplies to Buyer which are or contain chemical substances, including, but not limited to, any proposed or final "Significant New Use Rule." (d) Conflict Minerals. In accordance with provisions of Dodd-Frank, the U.S. Securities and Exchange Commission (SEC) adopted a disclosure rule requiring certain disclosures by public companies if any Goods they manufacture or contract to manufacture contain "Conflict Minerals" (as defined in Dodd-Frank) that are necessary to the functionality or production of those Goods. Although this rule has been caught up in litigation, the SEC's rule requires disclosure relating to Conflict Minerals. It is the responsibility of Vendor to remain informed of developments compliant with its Conflict Minerals disclosure obligations. Irrespective of disclosure obligations, Vendor shall supply Buyer with "Conflict Free" material, meaning either: (i) any gold, columbite-tantalite (also known as coltan), cassiterite, wolframite, or their derivatives tin, tantalum or tungsten (collectively "3&G") necessary to the functionality or production of supplied materials must not directly or indirectly fund armed groups in the Democratic Republic of Congo or adjoining countries, or (ii) any 3&G in supplied materials must be from recycled or scrap sources. (e) Electronic and Electrical Equipment. Vendor agrees to comply at all times with the requirements of the Waste Electrical and Electronic Equipment Directive 2002/96/EC and Restriction of Hazardous Substances Directive 2002/95/EC adopted by the European Union as well as any national laws implementing these directives and shall take back supplied electric and electronic Goods at the end of their life time according to these rules.

15. COUNTERFEIT GOODS. (a) By Vendor's acceptance of this Order, Vendor acknowledges its obligations represents and warrants that the Goods to be delivered hereunder shall: (i) be and only contain materials obtained directly from the Original Component Manufacturer (OCM) or the Original Equipment Manufacturer (OEM), (collectively, the Original Manufacturer (OM)) or an authorized OM reseller or distributor; (ii) not be or contain Counterfeit Goods or Suspect Counterfeit Goods, as defined below; and (iii) contain only authentic, unaltered OM labels and other markings. Further, Vendor shall notify Buyer in writing immediately in the event that any material to be delivered cannot be procured in accordance with this requirement and Vendor must obtain Buyer's prior written authorization if an alternate source is required and for any deviation from the counterfeit risk mitigation requirements applicable to this Order. Vendor shall obtain and retain all documentation required to fully trace the distribution and sale of the Goods delivered hereunder back to the relevant OM, and, on request of Buyer, shall provide such authenticating documentation. Vendor's supporting documentation shall include: (1) results of authentication test and analysis conducted; (2) traceability with identification of all supply chain intermediaries wherever such traceability exists; and (3) identification of and traceability to the source for any remarked or resurfaced material. Vendor represents and warrants that it will not act as or engage an independent distributor, non-authorized distributor, non-franchised distributor, non-authorized supplier, or non-authorized reseller (collectively, Broker), to assist it in delivering Goods pursuant to this Order unless the Buyer provides prior written approval to do so. (b) Counterfeit Good means an unlawful or unauthorized reproduction, substitution, alteration, or the false identification of grade,

serial number, lot number, date code, or performance characteristic, that has been knowingly mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified product from the OM, an Authorized Distributor, or an Authorized Aftermarket Manufacturer. A Suspect Counterfeit Good means a product for which credible evidence (including, but not limited to, visual inspection or testing) provides reasonable doubt that the product is authentic. Vendor warrants that it will not act as or engage an independent distributor, non-authorized distributor, non-franchised distributor, non-authorized supplier, or non-authorized reseller (collectively, Broker), to assist it in delivering Goods pursuant to this Order unless the Buyer provides prior written approval to do so. (c) In the event that Goods delivered under this Order are, or include, Counterfeit Goods, Vendor shall, at its expense, promptly replace such Counterfeit Goods with genuine Goods conforming to the requirements of this Order. Notwithstanding any other provision in this Order, Vendor shall be liable for all costs relating to the removal and replacement of Counterfeit Goods including, without limitation, Buyer's costs of removing Counterfeit Goods, installing replacement Goods and any testing necessitated by the reinstallation of Goods after Counterfeit Goods have been replaced. The remedies contained in this paragraph are in addition to any remedies Buyer may have at law, equity or under other provisions of this Order. (d) Vendor shall include the substance of this Clause 35 in any agreement between Vendor and Vendor's lower tier subcontractors, including in any agreement between Vendor and Vendor's Broker, and Vendor shall cause Vendor's lower tier subcontractors and Vendor's Broker to include the substance of this Clause 35 in all agreements with any of their lower tier subcontractors. 36. LANGUAGE. This Order is written in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Order. All certificates, reports, notices and other documents and communications delivered pursuant to this Order (including any modifications or supplements hereto), shall be in the English language. 37. VENDOR AWARENESS. The Vendor shall ensure that all employees and external providers supporting the Vendor are aware of: (a) Their contribution to product or service conformity; (b) Their contribution to product safety; and (c) The importance of ethical behavior.

16. CODE OF CONDUCT. Each party shall, in all matters related to this Order, act in accordance with internationally accepted ethical and corporate integrity standards.