

The term "Seller" shall include all suppliers of Goods and Services for Buyer's designated benefit. The term "Buyer" means W&O and its affiliate companies and its and their subsidiaries. The term "Goods" means the materials, equipment or supplies, which are the subject matter of the Purchase Order (hereinafter "Order"). The term "Services" means labor performed under the Order, or related to or rendered in connection with the Goods, as may be provided from time to time by Seller or its subcontractors including without limitation labor at Buyer's, Seller's or a third party's premises. For purposes of the Order, "contractor(s)" and "subcontractor(s)" shall mean a contractor or subcontractor, at any tier for each respective party; provided that the term "contractor(s)" or "subcontractor" shall not, insofar only as it is used in relation to Buyer, include Seller or any of Seller's Personnel, at any tier.

1. **Acceptance and Agreement.** The Order is Buyer's offer to Seller and is not an acceptance by Buyer of any offer to sell by Seller or of any terms and conditions contained in any such offer. Acceptance of this offer by Seller shall be made by (a) executing and returning an acknowledgement of the Order, (b) commencement of any work in fulfillment of the requirements of the Order, or (c) electronic acceptance. The provisions set forth on the face of the Order (including any written requisitions, instructions, or other documents issued by Buyer in connection with the Order, which are hereby incorporated by reference and shall become part of the Order) and these terms and conditions constitute the entire agreement between Buyer and Seller pertaining to the Order, and supersede all prior or other agreements, understandings, negotiations and discussions, whether written or oral, of the Buyer and Seller pertaining to the Order. In the event of a conflict between the provisions set forth on the face of the Order and these term and conditions, these terms and conditions shall prevail.
2. **Packing and Labeling.** All Goods shall be packed, rated and braced to prevent damage. No charges will be paid by Buyer for preparation, packing, crating or loading unless separately stated in the Order. Seller shall be strictly liable for any excess shipping charges incurred and also for any damage or loss sustained in transit, storage, delivery, or otherwise as a consequence of improper packing, boxing, crating or shipping on Seller's part. The Order number must appear on all documents pertaining to the Order, invoices, packing lists, correspondence, and all shipping documents. Each crate or pallet shall be consecutively numbered and marked with the Order number and warehouse location. A barcode must be affixed to the actual Goods or the package for the Goods, with the Buyer's part number, as identified in the Order. Seller must adhere to the UCC code 128 specifications for the bar code for format, size, color, location and clarity. Bar codes must be clear, legible, scannable and represent the human readable alpha-numeric code located beneath the barcode. Seller covenants that: 1) the bar code on the labels or packaging for all Goods will be imprinted in an accurately

scannable manner; and, 2) the Buyer part number information will be correctly assigned to the Goods. As technology changes, Seller agrees to adhere to any additional labeling or identification requirements that Buyer requires.

3. **Shipping Terms.** Delivery shall be made in accordance with these terms and conditions. Time is of the essence. The Order number must appear on all documents pertaining to the Order, invoices, packing lists, correspondence, and all shipping documents. If in order to comply with Buyer's required delivery date it becomes necessary for Seller to ship by a more expensive way than specified in the Order, any increased transportation costs resulting therefrom shall be paid for by Seller unless the necessity for such rerouting or expedited handling has been caused by Buyer and Buyer has agreed to the additional costs. Goods shall remain under Seller's ownership and risk of loss until delivered as specified in the Order. Whenever Seller shall have in its possession property of Buyer, Seller shall be deemed an insurer thereof, shall assume risk of loss, and shall be responsible for its safe delivery to Buyer. The signature of a representative of Buyer, or the person to whom the Seller has been instructed to effect delivery of the Goods, shall be evidence of receipt only and shall not be construed as Buyer's confirmation or acceptance that the Goods were received in the condition specified in the Order.
4. **Changes and Discrepancies.** Any discrepancies, omissions or lack of clarity in drawings, specifications, or purchase orders, must be referred to the Buyer for written interpretation before the Order is processed. Buyer shall have the right at any time before completion of the Order, to make changes in quantities, in drawings and specifications, in delivery schedules, and in methods of shipment and packaging. If such changes cause an increase or decrease in price or in the time required for performance, Seller shall promptly notify Buyer thereof in writing and if the Buyer agrees an equitable adjustment shall be made. Changes shall not be binding upon Buyer unless evidenced by a purchase order change notice and issued and signed by Buyer.
5. **Termination.** (A) Buyer reserves the right to terminate the Order or any part hereof for its sole convenience. In the event of such termination, Seller shall immediately stop all work hereunder, and shall immediately cause any of its suppliers or subcontractors to cease such work. Seller shall be entitled to actual, documented, and reasonable costs incurred by Seller as of the termination date as supported by actual third party invoices or payroll records. Seller shall not be paid for any work done after receipt of the notice of termination, nor for any costs incurred by Seller's suppliers or subcontractors which Seller could reasonably have avoided or any loss of profit that the company incurred. (B) Buyer may also terminate the Order or any part hereof for cause in the event (1) Seller fails to perform any of its obligations under the Order, (2) Seller becomes insolvent,

or if insolvency, receivership, bankruptcy, or other similar proceedings are commenced by or against Seller, or (3) any government authority imposes antidumping duties, countervailing duties or any retaliatory duties or import quota on the Goods, and such imposition occurs on or before the date that the Goods Enter the United States as the term "Entry" is defined in 19 U.S.C. part 141. If any government authority imposes antidumping duties, countervailing duties, any retaliatory duties or any import quota on the Goods after entry into the United States but prior to liquidation (as liquidation is defined in 19 C.F.R. § 159.1), then Buyer shall be entitled at its sole discretion to elect whether to (a) return the Goods to Seller at Seller's expense or retain the Goods subject to the terms of this Agreement. In the event of termination for cause, Buyer shall not be liable to Seller for any amount, and Seller shall be liable to Buyer for any and all damages sustained by reason of the default which gave rise to the termination in addition to any and all other remedies available hereunder or at law.

6. **Invoicing.** A separate invoice shall be issued for each shipment. Invoices shall contain the following information: purchase order number, item number, description of item, sizes, quantities, unit prices, and extended totals in addition to any other information specified elsewhere herein. Bill of lading or express receipt shall accompany each invoice. Failure to abide by the following guidelines shall relieve Buyer of any obligation to pay the Invoice until all such information is received.
7. **Payment.** Price(s) shown in the Order cannot be changed except by a supplement to the Order issued and executed by Buyer to which these terms and conditions shall also apply. Payment of invoices shall not constitute acceptance of Goods or Services and shall be subject to adjustment for errors, shortages, defects or other failure of Seller to meet the requirements of the Order. Payment of invoices shall be made by Buyer in net Sixty (60) days of the time specified in (a), (b), or (c) below. W&O Supply may deduct from Seller's invoices any monies owed to Buyer by Seller, as well as any import duties payable by Buyer resulting from the imposition by any government authority of antidumping duties, countervailing duties, any retaliatory duties or import quota on the Goods ("Additional Duties"). In recognition of the fact that Additional Duties may be assessed at any time up to liquidation, in the event that such Additional Duties are imposed after Buyer has paid the invoice, Buyer shall be entitled to offset such Additional Duties from subsequent Seller invoices as required to recoup the entire amount of such Additional Duties, including any interest assessed thereon by the United States. Buyer may in its sole discretion elect to invoice Seller for reimbursement of such Additional Duties, in which case that invoice will be subject to the payment terms between Buyer and Seller as described herein. Time

in connection with above payment terms will be computed from the later of: (a) the scheduled delivery date, (b) the date of the actual delivery, or (c) the date a valid invoice is received. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of Buyer's check. Unless freight and other charges are itemized, discount shall be taken on the full amount of invoice. If Seller subcontracts any of the work under the Order, Buyer may withhold payment to Seller without incurring any penalty or interest charges until Seller presents an affidavit that all such subcontractors have been paid in full.

8. **Failure.** Buyer shall have the option to refuse acceptance and/or to cancel the Order (including Buyer's payment obligations) as to some or all of the Goods in the of event:
 - a) the failure of the Goods delivered hereunder to meet the quality herein specified, b) except to the extent provided in the Force Majeure section below, the failure of Seller to make any delivery in the quantity or within the time specified, c) the failure to comply with any instructions given to it in writing by Buyer, or d) any breach by Seller of any other term or condition herein. Upon any such failure Buyer may place an Order elsewhere for an equal or lesser quantity of Goods of the same or substantially equal quality and charge Seller with any loss so incurred.
9. **Warranty.** Seller includes the following warranties and conditions with respect to all Goods, including packaging: The Goods shall (1) be merchantable, (2) be new, unused and of satisfactory quality, (3) be free from defects in workmanship and material, (4) comply with the terms of the Order and all applicable specifications, performance criteria, drawings or samples and other descriptions furnished or adopted by Buyer, (5) not contain asbestos in any form, (6) be free from defects in design and suitable for their intended use, and (7) be subject to all warranties express or implied available at law or in equity, whether under statute or otherwise. Seller warrants that all Services shall be performed in a good and workmanlike manner and shall comply with Buyer's specifications applicable to the Services. Additionally, Seller warrants to perform the Services without the use of asbestos in any form.
 - a. **Duration of Warranty.** Unless otherwise documented in the Order or otherwise agreed by Buyer and Seller, all warranties and conditions shall run from the date of receipt and acceptance of the Goods by Buyer for twelve (12) months after Buyer installs and commences using the Goods in actual operations or in the case of Goods repaired or replaced under warranty, for twelve (12) months after such repair or replacement.
 - b. **Remedies for Warranty of Goods.** Within a reasonable time after receipt, installation and commencement of use of the Goods, Buyer may reject and return at Seller's expense all or any part of the Goods, which are defective or do not conform to the Order. Additionally, if at any time during the warranty period Buyer finds that the Goods are defective or do not conform to the

Order, Buyer, at its option, may require Seller (1) to replace the defective Good, or (2) to repair or correct such defect or failure in whole or in part. If, in Buyer's sole opinion, Seller's efforts fail to satisfactorily repair or replace the Goods within a reasonable time, Buyer shall have the right to reject and return at Seller's risk and expense some or all of the Goods. Seller shall, within 30 days of the return of all or any part of any defective or non-conforming Goods, promptly refund all monies previously paid by Buyer for the purchase of such Goods including any freight. Any monies not refunded within 30 days will thereafter be subject to interest charged at the maximum rate allowable by law.

- c. **Remedies for Warranty of Services.** Seller shall reperform any nonconforming Services at Seller's sole expense and to the reasonable satisfaction of Buyer, or, at Buyer's option, refund to Buyer that portion of the consideration that is attributable to the nonconforming Service. If Buyer elects to have Seller reperform the nonconforming Service and Seller fails to promptly commence or complete such performance to the reasonable satisfaction of Buyer, then Buyer shall have the right to have the nonconforming Service reperformed by other means and Seller shall be responsible for all reasonable costs incurred in doing so. The service warranty period shall be for a minimum of twelve (12) months or such longer period as may be agreed to by the parties hereof, beginning on the date Buyer first uses the serviced item(s) following completion of the Services.
10. **Conflict Minerals.** Seller warrants that, to its knowledge, no tantalum, tin, tungsten and/or gold ("Conflict Minerals"), contained in any good subject to the Order, originated from the Democratic Republic of the Congo or an adjoining country, unless the Conflict Minerals were processed by a facility listed as compliant pursuant to the CFSI Conflict-Free Smelter Program. Seller agrees to communicate to its sub-suppliers its own commitment to responsible sourcing and legal compliance. Seller agrees to cooperate and work with its sub-suppliers in an attempt to ensure traceability of Conflict Minerals at least to smelter or refiner level, to maintain and record all Conflict Minerals traceability documentation for five years, and to provide such documentation to Buyer upon request.
11. **Indemnity. SELLER WILL INDEMNIFY, RELEASE, DEFEND AND HOLD HARMLESS THE BUYER FROM ANY AND ALL COSTS, ACTIONS, CAUSES OF ACTION, CLAIMS AND DEMANDS FOR, UPON, OR BY REASON OF ANY DAMAGE, LOSS, INJURY OR SUFFERING WHICH MAY BE INCURRED OR ALLEGED TO HAVE RESULTED FROM THE PERFORMANCE OF THE SELLER'S OBLIGATIONS UNDER THE ORDER (INCLUDING, BUT NOT LIMITED TO, THE DESIGN, MANUFACTURE, MARKETING, SALE, LEASE, SHIPMENT, USE, CONSUMPTION, DESTRUCTION, REPAIR, MAINTENANCE OR RETURN OF THE GOODS OR SERVICES**

- COVERED BY THE ORDER OR SELLER'S OR SELLER'S PERSONNELS' VIOLATION OF APPLICABLE LAWS), WHETHER BY CONTRACT, TORT, OR OTHERWISE AND WHETHER OR NOT SUCH ACTIONS, CAUSES OF ACTION, CLAIMS AND DEMANDS ARE CAUSED OR CONTRIBUTED TO BY THE SOLE, JOINT, CONTRIBUTORY OR CONCURRENT NEGLIGENCE, OMISSION, STRICT LIABILITY OR FAULT OF BUYER. FURTHER, SELLER WILL INDEMNIFY, RELEASE, PROTECT, DEFEND, HOLD HARMLESS AND REIMBURSE BUYER FROM ANY AND ALL COSTS, EXPENSES, LIABILITIES, OR DAMAGES ARISING FROM OR RELATING TO THE INFRINGEMENT OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHTS, INCLUDING WITHOUT LIMITATION PATENT, INVENTIVE RIGHTS, TRADEMARKS, COPYRIGHTS, TRADE SECRETS, CONFIDENTIAL INFORMATION OR OTHER PROTECTED RIGHTS ARISING IN CONNECTION WITH THE GOODS, THE SERVICES OR THE ADVICE, DIRECTION OR INSTRUCTION OF SELLER OR METHODS OR PROCESSES FURNISHED OR DIRECTED BY SELLER.** When the term "Buyer" is used in the context of an indemnified party in the Order, such term shall include Buyer, its affiliate companies, agents, insurers, other contractors, subcontractors, and all directors, officers, and employees of the foregoing. Under this Section, the term "costs" includes, but is not limited to, court costs and reasonable attorney fees, including those related to enforcement of seller's obligations under the Order. The indemnity obligations contained in the Order shall survive the termination of the Order. (b) In support of the indemnity obligations herein, Seller agrees to provide liability insurance coverage in amounts not less than those set out in the Insurance Section below. (c) NOTWITHSTANDING THE FOREGOING, if the monetary limits of the insurance required in the Insurance Section below or of the indemnity obligations assumed by Seller under this Section exceed maximum limits permitted under applicable law, said insurance requirements or indemnity obligations shall be automatically amended to conform to the maximum monetary limits permitted under such law.
12. **Insurance.** Seller shall, at Seller's sole cost, maintain Comprehensive General Liability Insurance with limits of at least \$5,000,000 combined single limit per occurrence, including but not limited to coverage for public liability (bodily/personal injury, property damage premises coverage), contractual liability for those liabilities assumed under the Order, liability for pollution and cleanup on a sudden and accidental basis, products and completed operations, protective liability/independent contractors/work sublet, and with the "care, custody, and control exclusion" deleted. (b) In addition, Seller shall carry: Workers' Compensation insurance for statutory limits (including an "Alternate Employer" and "Borrowed Servant" endorsement in favor of Buyer; Employer's Liability Insurance with limits of at least \$5,000,000 per accident/occurrence; Automobile Liability Insurance with

limits of at least \$5,000,000 combined single limit per occurrence; and any other insurance as may be required under applicable law, statute, ordinance or regulations of any government authority. (c) All insurance policies of Seller, including but not limited to those described herein, shall expressly waive subrogation as to Buyer, shall name Buyer as additional insured, and shall be primary over any insurance maintained by Buyer. If requested by Buyer, Seller shall furnish evidence that the above insurance requirements are met. The term "Buyer," as used in this Section, shall include all entities and persons included in the definitions of "Buyer" as set out in the Indemnity Section.

13. **Taxes.** Prices are inclusive of, and Seller shall be solely responsible for and pay, all federal, state, and local taxes, including, but not limited to, value added tax, goods and services tax, sales, use or consumption tax, as well as all lienable claims, charges or other impositions imposed or to be imposed by applicable law on Seller in connection with the Order. As Buyer is a reseller with a valid tax exemption, Seller will not charge sales tax. Seller also agrees to comply with old age pension laws, unemployment laws, and the federal and state income tax withholding laws with reference to Seller's Personnel engaged in the performance of the Goods and Services. Buyer shall have the right to withhold payment, without interest, and request Seller to furnish proof satisfactory to Buyer that all claims for labor and Goods are satisfied or discharged. The amounts due Seller shall be paid by Buyer to Seller, subject to Buyer's rights to deduct money due to Buyer and to withhold payments in accordance with the requirements of any applicable law with respect to taxes and liens, and in accordance with section 7.
14. **Force Majeure.** Neither Party shall be liable for any delay resulting from Force Majeure as defined below. If in Buyer's sole opinion the Force Majeure causes substantial suspension of the Order, Buyer may immediately terminate the Order without further obligation except payment of Goods and Services properly received and/or performed. Seller's financial inability to perform, changes in cost or availability of materials, components or services based on market conditions, supplier actions or contract disputes, the imposition of Additional Duties, and/or labor disruptions, strikes or lockouts will not excuse performance by Seller under theories of force majeure, commercial impracticability or otherwise, and Seller expressly assumes these risks. "Seller's Personnel" means all employees, supervisors, representatives, agents and other persons or entities to be provided by Seller and/or its subcontractors for the performance of the work under the Order. "Force Majeure" means, without limitation (i) acts of God or named tropical storms; (ii) acts of government, war, acts of the public enemy, quarantine, epidemic, pandemic, blockade, civil disturbance, riots, insurrection, and/or political unrest in the country of operations or any other country or territory in the same region; and (iii) or any other cause beyond the reasonable control of a party hereto and

without its fault or negligence, except as otherwise identified in this section 14.

15. **Assignment and Subcontracting.** Seller shall not assign, transfer, delegate or subcontract any of its rights or obligations, including rights to money due or to become due, under the Order without the prior written consent of Buyer. The transfer of the Order or the subcontracting of the work permitted by Buyer, shall not relieve Seller of its obligations hereunder and any breach hereof by any assignee or subcontractor shall be deemed to be that of Seller. If consent is granted, such assignment shall not increase or alter Buyer's obligations or diminish Buyer's rights. Purchasing stock or off the shelf materials is not considered subcontracting of Seller's Goods or Services. Buyer reserves the right to assign the Order, in whole or in part, to any party.
16. **Compliance with Law.** Seller is in compliance with and shall comply with all applicable laws, regulations and ordinances. Seller has and shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under the Order. Seller will defend, indemnify and hold harmless Buyer from and against any and all claims, losses, damages, costs and expenses (including attorney's fees) resulting from or arising out of any failure to so comply with said laws, regulations and ordinances or maintain all such licenses, permissions, authorizations, consents and permits.
17. **Import/Export Compliance.**
- (a) **Import and Export Laws.** Seller will comply, and will ensure that all of Seller's Personnel comply, with all applicable United States anti-boycott, export control, economic sanctions, import, anti-money laundering, and anti-terrorism laws and regulations, and similar laws and regulations of non-U.S. jurisdictions that are applicable to Goods and Services including without limitation the International Traffic in Arms Regulations (ITAR), the Export Administration Regulations (EAR), and the foreign asset control and specially designated nationals regulations administered by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury ("Export and Import Laws"). For purposes of this section, Goods also includes technical data, software, technology, know-how or other intangibles and services which are subject to Export and Import Laws. Seller shall not take action that constitutes circumvention of any export or import law or regulation. Buyer agrees that it will comply with all applicable import and export control laws and/or regulations, including without limitation those of the United States and/or jurisdictions from which the equipment and/or technology may be supplied or to which the equipment and/or technology may be shipped. In no event shall Buyer use, transfer, release, import, export or re-export the equipment and/or technology in violation of such applicable laws and/or regulations.
- (b) **Approvals.** Seller acknowledges that Seller is responsible for determining U.S. export licensing

requirements and obtaining U.S. export license authority for any Goods and Services. If any Goods or Services are sourced or provided from a location other than the United States, Seller is responsible for determining what export licensing requirements apply and for obtaining the relevant export license authority for the Goods and Services. In addition, Seller agrees it is responsible for obtaining any other permits, approvals or other authorizations required for the Goods and Services under Export and Import Laws. Seller will provide, as applicable, a copy of such required licenses, permits, approvals, or other authorizations ("Approvals") to Buyer prior to the scheduled export of the Goods. Seller and Seller's Personnel shall comply fully with the terms and conditions of any relevant Approvals issued under Export and Import Laws. Seller shall promptly alert Buyer to any violations or apparent violations of Export and Import Laws.

(c) **Export Classification Data.** Notwithstanding anything to the contrary, Seller shall obtain and provide to Buyer, in writing, with correct export classification data – (USML category and sub category) or (ECCN – EAR) for the Goods and Services. Furthermore, Seller shall use reasonable efforts to cooperate with and assist Buyer in obtaining the correct identification and export classification of Goods which may be subject to U.S. export control regulations.

(d) **Maintenance of records.** Seller agrees to keep records (1) of its activities subject to Export and Import Laws for a period of five (5) years and (2) pertaining to Approvals obtained under or in connection with applicable Export and Import Laws for a period of five (5) years from any expiration date of such Approvals. Seller shall make such records available to Buyer upon request for inspection and copying.

(e) **Prohibited Party Lists.** Seller will screen all suppliers, shippers, subcontractors and other parties and entities, including banks and vessels, which Seller interfaces with, selects or uses during its performance under the Order against relevant U.S. prohibited party lists (e.g., Debarred Parties List, Denied Persons List, Entity List, Unverified Parties List, Specially Designated Nationals and Blocked Persons List), and any comparable lists maintained by non-U.S. authorities that are applicable to the activities engaged in under the Order, and will not engage in any activity with any parties that appear on such lists that would be in violation of Export and Import Laws.

(f) **Seller's Personnel citizenship/nationality.** Seller will ensure that Seller's Personnel shall visiting Buyer's facility shall identify their citizenship/nationality. In the event Buyer informs Seller that Goods subject to Export and Import Laws will be involved or accessible on a site visit to Buyer's facility or Seller otherwise knows that such Goods will be involved or accessible on a site visit to Buyer's facility, Seller will only send personnel on such a site visit who are authorized by Export and Import Laws to receive and work with such Goods.

(g) **Buyer's Remedies.** If Seller does not provide correct

classification information as required herein, or otherwise fails to comply with this Section, then Buyer shall have the option, at Buyer's sole discretion, and at Seller's expense, to (1) return all Goods not classified due to Seller's breach of its obligations hereunder for a full refund without penalty, fee or cost to Buyer and Seller shall further reimburse Buyer for any additional costs or damages incurred by Buyer as a result of procuring replacements, including without limitation delay penalties paid by Buyer to its customers, and/or costs of replacement Goods over and above the cost of the returned Goods; or (2) keep the Goods not classified due to Seller's breach of obligations hereunder and Seller shall (A) reimburse Buyer for all costs and fees incurred by Buyer in classifying the Goods(s) for itself (including without limitation) attorneys' or consultant fees and/or costs associated with preparing, submitting and obtaining a response to a commodity jurisdiction request (provided however Buyer has no obligation to submit such a commodity jurisdiction request); and (B) indemnify, defend, release and hold harmless Buyer from any violation and/or penalties incurred by Buyer which result or arise from inaccurate classification of Goods during the process of exporting Goods from the U.S. and/or during the import process at the country of destination.

18. **Anti-Bribery/Corruption** In providing Goods and/or performing Services, neither Seller nor any of Seller's Personnel has, directly or indirectly: (a) made any unlawful contributions, gifts, entertainment or other unlawful expenses relating to political activity or related in any way to Seller's business; (b) made or offered any payment, loan or transfer of anything of value, including any reward, advantage or benefit of any kind, to or for the benefit of any government official or employee, political party or campaign, official or employee of any public international organization, or official or employee of any government-owned enterprise or institution (including any government hospitals or academic institutions) to obtain or retain business or to secure an improper advantage, including any payment made to expedite or secure the performance of acts of a routine nature; (c) violated any provision of the Foreign Corrupt Practices Act of 1977, as amended, or any other applicable anti-corruption law; (d) established or maintained any unlawful fund of corporate monies or other properties; or (e) made or proposed to make any bribe, payoff, facilitating payment, kickback, unlawful rebate, or other similar unlawful payment of any nature.

19. **Clearance of Materials for Public Release.** No news release, including photographs and film, advertisements, public announcement, denial or confirmation of same or any part of the subject matter of the Order or any phase of any program thereunder shall be made without prior written approval of Buyer.

20. **Audit Right.** Where appropriate, Buyer shall have the right to audit product quality at Seller's premises. Buyer reserves

the right to audit the accounts and records of Seller and Seller's subcontractors relating to all Goods and Services pertaining to the Order where Buyer has paid on a reimbursable basis. Seller shall retain all accounts and records relating to all Goods and Services pertaining to the Order for at least three (3) years after Buyer's receipt of the Goods or Services under the Order. No director, employee or agent of Seller shall give or receive any commissions, fee, rebate, gift or entertainment beyond nominal value in connection with the Order or enter into business arrangement with or to any director, employee or agent of Buyer without prior written notification thereof to Buyer.

21. **Setoff.** Seller's claims for monies due or to become due under the Order are subject to deduction by Buyer for any setoff, counterclaim or payment of any obligation of Seller to Buyer or any other parties (including Seller's subcontractors) arising out of this or any other Order or agreement between Buyer and Seller.
22. **Waiver.** No failure or delay by Buyer in exercising any right, power or privilege in connection with the Order shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Except as otherwise provided herein, the rights and remedies provided under these terms and conditions shall be cumulative and not exclusive of any rights or remedies provided by law.
23. **Supplier Information.** If requested by Buyer, Seller shall furnish Buyer within ten (10) days complete information regarding sources of supply for all purchased materials required for its performance under the Order, including names and addresses of sources, responsible persons representing sources and purchase order and shipping data provided, however, that Seller shall not be required hereunder to release information concerning prices of costs of such purchased materials unless required by FAR.
24. **Choice of Law.** The Order shall be construed in accordance with and governed by the laws of the State of Florida, USA exclusive of its choice of law rules that would result in application of another jurisdiction's laws. Buyer and Seller agree that in the event litigation arises in connection with the Order, including but not limited to the Goods or Services hereof, any action must be brought in the State or Federal Courts located in Duval County, Florida.
25. **Confidentiality.** Seller acknowledges that it will receive or be privy to Confidential Information (defined below), which is proprietary and valuable to Buyer and, further, that the unauthorized disclosure or unauthorized use of the Confidential Information will cause Buyer irreparable harm and loss. In consideration of the benefits received under the Order, Seller shall hold (and cause its personnel to hold) in the strictest of confidence and shall not disclose to any person or entity (except to the extent required by subcontractors and Seller's Personnel to perform services for the Order or as authorized in writing by Buyer or as required by law or regulation) or use (except in connection with performance under the Order), (a) any designs, drawings, plans, specifications, technical data or other information relating to the Goods or to Buyer that is received or acquired directly or indirectly from Buyer, or any details or characteristics of the Goods by description, photograph, model, or other representation (collectively, "Confidential Information"), or (b) the existence of the Order. All drawings, designs, specifications, plans or technical data supplied hereunder by Buyer shall remain Buyer's property and shall be returned to Buyer if requested upon completion or termination of the Order. Seller shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information, which shall be no less than the degree and measure of protection Seller affords its own confidential information.
26. **Severability.** If any part of the Order, including these terms and conditions, are judicially declared invalid, void or unenforceable, the remainder of the Order shall not thereby be invalidated or voided, but such part(s) shall be deemed modified to the extent required to make it enforceable, or, if necessary, the Order shall be deemed to be amended to delete the unenforceable part(s) and the remainder of the Order shall have the same force and effect as if such part(s) had never been included herein.
27. **Independent Contractor.** Seller shall perform its obligations under the Order as an independent contractor and not as an employee of Buyer. Seller shall be free of all control by Buyer, its agents or employees, as to the means and methods of accomplishing the end result required by the Order.
28. **Privacy and Personal Data.** Buyer and Seller agree to provide adequate safeguards with respect to the protection of the privacy of individuals for the processing of personal data in the course of the Agreement. If the performance of the Agreement by Seller is related to the processing of personal data for which Buyer is responsible, Seller will strictly adhere to the provisions of the Buyer's Data Protection Agreement and to any and all applicable relevant laws and regulations in respect of the protection of personal data. The Buyer's Data Protection Agreement will be attached, when applicable, by Buyer to these Purchase Order Terms and Conditions and signed by Seller. Non-compliance or a breach by Seller of the Buyer's Data Protection Agreement entitles Buyer to terminate the Order with immediate effect.