



TERMS AND CONDITIONS OF PURCHASE

1. PURCHASE ORDER ACCEPTANCE. These Purchase Order Terms and Conditions together with the Order form to which these Terms and Conditions are attached (collectively, the "Order") constitute an offer by the entity named in the Order ("Buyer"). This Order shall be deemed accepted by you ("Vendor") upon the earlier of acknowledgement of receipt of the Order, commencement of performance or shipment of goods ordered hereunder. Buyer hereby objects to and rejects any different, additional and/or supplementary terms and conditions set forth in Vendor's communications including, without limitation, those set forth in Vendor's bid, quotation, acknowledgment or invoice, provided, however, that the Order may expressly incorporate by reference certain portions of Vendor's bid or quotation materials and such referenced portions shall be a part of this agreement between Buyer and Vendor. Vendor shall acknowledge the Order within ten (10) days of the date of the Order. In the event Vendor fails to acknowledge, accept or reject an Order within such time, the Order shall be deemed accepted.

2. CANCELLATION OR CHANGE. Buyer may cancel or change all or part of this Order without penalty any time prior to the date Vendor ships this Order.

3. SHIPMENT AND DELIVERY. Vendor shall ship all of the ordered goods (the "Goods") under this Order in the quantities and at the time and to the location specified on the Order. The responsibility of delivery costs shall be stated on the Order. Goods shall be delivered according to the incoterms stated on the Order. Delivery time is of the essence. Vendor shall notify Buyer of shipments within one (1) day of such shipment and immediately if there is any delay. All Goods shall be packed to ensure safe and proper transit and in accordance with all applicable laws and Buyer's instructions. If Vendor is required to arrange for shipping, Vendor shall require that the selected carrier comply with all applicable laws, rules and regulations in performing its responsibilities. Substitutions will not be accepted, unless otherwise agreed in writing by Buyer. Unless otherwise provided in the Order, all containers and packaging materials supplied by Vendor shall be considered nonreturnable and their costs included in the price. Goods with a shelf-life shall be identified by Vendor and the expiration date should be clearly listed at the time of delivery. Buyer will have no liability for payment for materials or Goods delivered to Buyer that are in excess of quantities specified in the delivery schedules. Unless authorized by Buyer, Vendor shall not deliver any partial line items valued at less than \$1000 unless the line is to be considered closed with the delivery. Unless authorized by Buyer, Vendor shall not deliver separate quality lots of fewer than 100 pieces unless it constitutes at least ten percent (10%) of the total line ordered by Buyer, or is an assembly of multiple components. All ordered Goods shall bear an appropriate legend by labels or as otherwise specified by Buyer as necessary to properly and accurately identify such Goods. In the event Wesco is purchasing chemical and/or consumable goods ("Chemical Goods"), notwithstanding anything in this Order to the contrary, Vendor shall be responsible for providing any chemical import certification required and shall retain documentation of such certification(s) and provide copies to Buyer immediately upon request.

4. STATEMENT OF CONFORMITY. When delivering the Goods in accordance with Clause 3, Vendor shall provide a statement of conformity with the Goods and, at a minimum, this statement will include: (a) Vendor's name and address; (b) the Ordered Part Number; (c) a unique number for the document; (d) the issuing date; (e) the manufacturing batch/lot numbers; (f) the quantity of each batch/lot number; (g) a description of the Goods; (h) traceability to other supporting documents (e.g., test reports, raw material certificates); (i) an affirmation statement to confirm that the Goods fully conform to the Order Requirements (as defined below) or reference to any authorized concessions/ waiver from the Order Requirements; (j) a stamp and signature of an authorized company representative; (k) any other technical information as applicable (i.e., cure dates, part revision level, etc.); (l) any other information requested on the Order such as customer approval numbers or specific release statements.

5. INSPECTION AND AUDIT. 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 of 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 or organization 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 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 AQAP 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. REJECTION OF GOODS. Buyer may return any Goods that are shipped in error or contrary to Buyer's shipping instructions. Buyer shall not owe any charges relating to such returned Goods and Vendor will pay for all related transportation costs. It is the Vendor's responsibility to immediately notify the Buyer, and in any case within forty-eight (48) hours of discovery, of any nonconformances that may affect the Goods, or any other reason that may cause the Goods not to comply with terms of this Order, even if discovered after delivery of the Goods to the Buyer. Vendor shall not deliver a Good prior to the requested date as specified on the Buyer's Order (the "Request Date") unless authorized by Buyer. If Vendor fails to make shipment as per time specified herein, including Goods received prior to the Request Date, Buyer may refuse any Goods, cancel this Order and/or return any Goods at Vendor's cost, 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.

8. 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



TERMS AND CONDITIONS OF PURCHASE

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.

9. TITLE AND RISK OF LOSS. Title to and all risk of loss or damage to the Goods shall remain with Vendor until such Goods are delivered to Buyer's chosen location (as set out in the Order).

10. INTELLECTUAL PROPERTY. If Vendor delivers any Goods that include Vendor's intellectual property that is conceived or acquired outside of the performance of this Order ("Background IP"), and is necessary for the purposes of the Order, Vendor hereby grants and promises to grant to Buyer an irrevocable, non-exclusive, transferable, with the right to grant sublicenses, royalty-free, worldwide right to use, sell, offer for sale, import, and export the Background IP. If Vendor delivers or is required to deliver to Buyer any work product resulting from the Goods or services that Vendor is to provide under any Order ("Foreground IP"), Buyer shall own, or upon assignment by the creator will own, all right, title, and interest in Foreground IP, including all copyrights and other intellectual property rights therein. The Foreground IP work product has been specially ordered and commissioned by Buyer as a "work made for hire" for copyright purposes, and to the extent such Foreground IP work product does not so qualify, Vendor shall irrevocably assign, and hereby does assign to Buyer, its successors and assigns, all right, title, and interest in and to the work product. Further, Vendor shall obtain waivers of all moral rights to which any individual is now or may be at any future time entitled under Chapter IV Part I of the Copyright Designs and Patents Act 1988 or any other similar provision of law in any jurisdiction. At Buyer's request, Vendor shall promptly do all such acts and execute all such documentation as Buyer may from time to time require for the purpose of securing all right title and interest in and to the intellectual property rights assigned to Buyer in accordance with this Clause 10.

11. 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 following the month in which 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.

12. WARRANTY. Vendor shall warrant and ensure to Buyer that the Goods shall: (a) be free from all defects in design, materials, and workmanship; (b) conform and perform in all respects to standard specifications, descriptions and requirements applicable thereto as well as any specifications, descriptions and requirements set forth in this Order and the accompanying documentation ("Order Requirements"); (c) be fit for the intended purpose; (d) be of merchantable quality, (e) not be adulterated or misbranded; (f) be free of any liens, claims and encumbrances; and (g) comply with all applicable laws, rules and regulations including, without limitation, the Occupational Safety and Health Act and the Toxic Substance Control Act. Vendor will further warrant and ensure that any services to be provided under this Order shall be performed in a fully workmanlike manner to Buyer's satisfaction and in accordance with all industry standards. 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, all completed Material Safety Data Sheets (U.S. Department of Labor Form LSB-OOS-41) or Vendor's

equivalent form, to assist Buyer in using, handling, storing and distributing such Goods in compliance with the aforesaid laws, rules and regulations. If any Goods fail to satisfy any of the foregoing warranties, Vendor will promptly, at Buyer's election, (i) repair such Goods to correct the defect; (ii) replace the defective Goods at no additional cost to Buyer; or (iii) accept return of the Goods and issue a refund equal to the purchase price of the defective Goods. Time is of the essence with respect to Clause 12(i)-(iii) above. Buyer may elect to replace the defective Goods. Vendor shall within thirty (30) days of receipt of the Goods, reimburse Buyer for the costs it incurs in removing and replacing such Goods and returning the Goods to Vendor. Buyer's remedies set forth in this Clause 12 shall be in addition to any other remedy available to Buyer at law or in equity. It is the Vendor's responsibility to ensure its suppliers are aware of and meet or comply with any applicable Buyer or end customer requirements. Inspection of, acceptance of and payment for, any Goods or services shall not constitute a waiver of, or otherwise limit Buyer's rights with respect to, any breach of the foregoing representations and warranties.

13. THIRD PARTY WARRANTIES. If any Goods, in whole or in part, furnished hereunder contain one or more manufacturer's warranties, Vendor hereby assigns such warranties to Buyer and Buyer's customers. Buyer may pass through any and all of the agreements, covenants, representations and warranties made by Vendor in this Order to Buyer's customers as well as any claims arising out of or related to the inaccuracy or breach of any such agreements, covenants, representations and warranties. Buyer's customers are intended third party beneficiaries of the agreements, covenants, representations and warranties made by Vendor in this Order.

14. TERMINATION. Buyer may terminate this Order, in whole or in part, for convenience without liability any time prior to the date Vendor ships this Order. Buyer may terminate this Order, in whole or in part, for cause without liability upon written notice to Vendor if Vendor commits a material or persistent breach of this Order and (if such breach is remediable) fails to cure such breach to the reasonable satisfaction of Buyer within fifteen (15) days after notice of the breach from Buyer. Buyer may terminate this Order immediately upon notice to Vendor if Vendor: (a) dissolves or ceases to do business; (b) has a receiver, administrative receiver, administrator or similar officer appointed over all or any part of its assets or undertakings who is not discharged within fifteen (15) days of such appointment; (c) makes an assignment for the benefit of creditors, or another arrangement of similar import; (d) becomes or is reasonably likely to become subject to the institution of insolvency, receivership, bankruptcy or other proceedings for settlement of debts; (e) goes into liquidation or is the subject of a winding up order otherwise than for the purposes of a bona fide amalgamation or reconstruction; or (f) if any similar event occurs under the applicable Laws. If a Force Majeure Event (as described in Clause 18) prevents Vendor from supplying the Goods for more than fifteen (15) days, Buyer shall have the right, without limiting its other rights or remedies, to terminate this Order with immediate effect by giving Vendor written notice.

15. SUBCONTRACTING. Vendor shall not subcontract any of its obligations arising under this Order without the prior written consent of Buyer. Vendor shall be responsible for the acts and omissions of its subcontractors. Vendor shall ensure applicable Buyer or end customer requirements are notified to any permitted subcontractor in writing.

16. LIMITATION OF LIABILITY; INDEMNIFICATION. IN NO EVENT WILL BUYER'S AGGREGATE, CUMULATIVE LIABILITY TO VENDOR ARISING OUT OF OR RELATED TO THIS ORDER EXCEED THE PURCHASE PRICE OF THIS ORDER. BUYER SHALL NOT BE LIABLE FOR ANY LOST PROFITS OR SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS ORDER (WHETHER FROM BREACH OF CONTRACT, BREACH OF WARRANTY, OR FROM NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER FORM OF ACTION). NOTHING IN THIS ORDER SHALL LIMIT OR EXCLUDE LIABILITY OF A PARTY FOR: (A) FRAUD; (B) FOR DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE; OR (C) FOR VENDOR'S INDEMNITY OBLIGATIONS AS SET OUT IN THIS CLAUSE 16. Vendor shall defend, indemnify, and hold harmless Buyer and its affiliates, and its and their respective officers, directors, employees, customers and agents and successors and assigns of each of the foregoing from and against any and all losses, damages, deficiencies, awards, assessments, judgments, fines, penalties, costs, injuries, settlements, liabilities



TERMS AND CONDITIONS OF PURCHASE

and expenses (including consequential damages and reasonable legal, accounting, expert, consulting and investigative fees, costs and expenses) incurred in connection with any claim, cause of action, demand, suit, or proceeding: (a) alleging that any Goods infringe or misappropriate any patent, copyright, trademark, trade secret, or other intellectual property right belonging to such third party; (b) arising from or related to a breach of Clause 12; (c) arising from or related to property damage, personal injury or death caused by Vendor's acts or omissions or breach of this Order, or (d) arising from Vendor's failure to comply with applicable laws or regulations. Without limiting any other right or remedy that Buyer may have under this Order, in the event that Buyer believes that it will be precluded from using or selling any Goods as a result of any claim described in Clause 16(a), Vendor will, on request of Buyer, (i) attempt to negotiate a license that permits Buyer to use and sell the Goods without any further cost to Buyer or (ii) promptly modify or replace the infringing Goods such that they are non-infringing but still meet all the requirements of this Order. If the foregoing are not possible or if Vendor is not able to accomplish either action set forth in clauses (i) or (ii) of this Clause 16 within sixty (60) days after Buyer's request, then Vendor shall accept Buyer's return of all Goods affected by the claim of infringement or misappropriation and refund to Buyer the purchase price paid therefor and reimburse Buyer for the packing, insurance and shipment costs incurred in connection with such return, in each case within ten (10) days after delivery of the Goods to Vendor.

17. ASSIGNMENT. Vendor may not assign or transfer this Order, whether by agreement, operation of law, or otherwise, without the express prior written consent of Buyer. Any purported assignment, delegation, or transfer in violation of this Clause 17 will be null and void. Subject to the foregoing, this Order in its entirety will bind each Party and its permitted successors and assigns.

18. 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.

19. THIRD PARTIES. Except as expressly provided in Clause 12, a person who is not a party to this Order shall not have any rights under or in connection to it.

20. PROGRESS REPORT. Vendor shall submit to Buyer a regular progress report detailing progress towards completion of this Order ("Progress Report"). The contents and frequency of the Progress Report shall be as agreed with the Buyer.

21. VENDOR COMMUNICATION AND OBSOLESCENCE. It is the

Vendor's responsibility to notify Wesco of any significant event that may affect the Goods being delivered to Wesco, 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.

22. 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.

24. SECURITY. Where a security classification appears in the Order, Vendor shall comply with the relevant security procedures for handling classified information including those contained in any security aspects letter issued by Buyer which shall form part of this Order.

25. APPLICABLE LAW; JURISDICTION. In the event the Buyer is located in the European Union, this Order shall be governed by and construed according to the laws of England and Wales without reference to principals of conflicts of laws, and the parties hereby submit to the exclusive jurisdiction of the courts of England. Notwithstanding the foregoing, in the event the Buyer is located in Germany, this Order shall be governed by and construed according to the laws of Germany without reference to principals of conflicts of laws, and the parties hereby submit to the exclusive jurisdiction of the courts of Germany. In the event the Buyer is not located in the European Union, this Order shall be governed by and construed according to the laws of the State of California without reference to principals of conflicts of laws, and the parties hereby submit to the exclusive jurisdiction in the state and federal courts in Los Angeles County, California.

26. ENTIRE ORDER. Subject to any pre-contractual fraudulent misrepresentation, except as otherwise expressly agreed in a written and executed agreement, this Order constitutes the entire agreement between Buyer and Vendor with respect to the subject matter hereof, and supersedes all prior or contemporaneous representations, understandings, agreements, or communications between Buyer and Vendor, whether written or oral, relating to the subject matter hereof. No amendment or modification of this Order shall be binding upon Buyer unless set forth in a written instrument signed by Buyer's duly authorized representative. Any terms or conditions contained in an invoice, confirmation, or other similar document from Vendor



TERMS AND CONDITIONS OF PURCHASE

shall be without legal effect and are hereby expressly rejected. Notwithstanding the foregoing, if this Order is issued under a blanket or master agreement which the parties agree will relate to all Orders between the parties ("Master Agreement"), the terms and conditions of the Master Agreement shall supersede those contained herein.

27. CONFIDENTIALITY. Unless expressly agreed to in writing, all information disclosed by a Party to the other Party that a reasonable person would understand to be confidential or proprietary shall be maintained in confidence by the receiving Party. The receiving Party shall not disclose such information to any third person without the disclosing Party's prior written consent, and shall not use such information for any purpose other than the performance of its obligations or enforcing its rights under this Order. Nothing set out in this Clause will prevent either Party from disclosing the other Party's confidential information, where such disclosure is required by applicable Laws. The receiving Party shall promptly return or destroy any such information upon disclosing Party's request.

28. PUBLICITY. Vendor shall not make or permit any news release, advertisement, or other disclosure that relates to the Order or the relationship between Buyer and Vendor, denies or confirms the existence of the Order or makes use of Buyer's name or logo, without the prior written consent of Buyer.

29. INDEPENDENT CONTRACTOR RELATIONSHIP. Vendor's relationship to Buyer shall be that of an independent contractor and this Order does not create an agency, partnership, or joint venture relationship between Buyer and Vendor or Buyer and Vendor personnel. Vendor personnel engaged in performing under this Order shall be deemed employees of Vendor and shall not for any purposes be considered employees or agents of Buyer. Vendor assumes full responsibility for the actions and supervision of such personnel while engaged in performing under this Order. Buyer assumes no liability for Vendor personnel. Neither party shall have any power to enter into any contracts or commitments or to incur any liabilities in the name of, or on behalf of, the other party, or to bind the other party in any respect whatsoever.

30. GENERAL. The rights and remedies afforded to Buyer or its customers pursuant to any provision of this Order are in addition to any other rights or remedies afforded by any other provision of this Order, by law, or otherwise. Any notice or communication permitted or required hereunder will be in writing. Vendor shall not use the name of Buyer, its affiliates, or subsidiaries, without the Buyer's prior written approval. If any provision of this Order is held to be invalid or unenforceable for any reason by a court of competent jurisdiction, the remaining provisions will continue in full force without being impaired or invalidated in any way. A Party's failure to insist upon strict performance of any provision of this Order, or to exercise any right provided for herein, shall not be deemed to be a waiver for the future of such provision or right, and no waiver of any provision or right shall affect a Party's right to enforce any other provision or right herein. When used in this Order, the term "including" means "including without limitation," unless expressly stated to the contrary.

31. INSURANCE.

(a) Insurance requirements applicable for chemical Goods: Vendor shall maintain and shall cause all of its subcontractors to maintain during the period of performance of this Order and for three (3) years thereafter the following insurance policies with insurers with an AM Best rating of B+ or better: (a) Commercial General Liability (including endorsements or riders for Completed Operations and Products Liability) with a \$5,000,000 combined single limit each occurrence; (b) automobile liability (including hired and non-owned autos and a MCS-90 endorsement) with a \$5,000,000 combined single limit each occurrence; (c) workers compensation compliant with statutory requirements; (d) employers liability with a \$1,000,000 limit per occurrence; (e) professional negligence/errors and omissions with a \$5,000,000 limit per occurrence; and (f) if requested by Buyer, environmental pollution with a \$5,000,000 limit per occurrence. Vendor shall name Buyer as an additional insured or loss payee, as the case may be, on each of the aforementioned insurance policies. Vendor shall, on request from Buyer from time to time, supply Buyer with certificates of insurance evidencing that Vendor has the required insurance and such certificates shall state that the insurer will give Buyer at least thirty (30) days prior notice of any cancellation

of such policies.

(b) Insurance requirements applicable for hardware Goods, tooling and electronic Goods: Vendor shall, at its expense, maintain liability insurance with a reputable insurance company, which shall provide adequate coverage for commercial general liability, for product liability and for intellectual property infringement based on the manufacturing and sales of the Goods. If requested by Buyer, Vendor will furnish certificates of insurance from its insurance carriers evidencing compliance with the foregoing obligation.

32. COMPLIANCE WITH LAW.

(a) Each Party shall comply with all applicable supra-national, national and local laws, statutes, rules, regulations, and ordinances, as amended, extended or reenacted from time to time ("Laws"). In particular, without limiting the above, the parties understand certain Goods provided under an Order may be subject to export controls (such as Council Regulation (EC) No 428/2009; Regulation (EC) No 1236/2005, the UK Export Control Act 2002 and the Export Control Order 2008, its subsidiary legislation and other similar European national laws) which regulate the export, re-export and transfer to third countries of certain Goods, and that licenses from export control bodies (which may impose additional conditions on transfer or use of the Goods) may be required before Goods can be exported, re-exported, or transferred. Each Party shall comply with any applicable export Laws, sanctions, embargoes, or other export control or restrictive measures including terms of any licenses in force from time to time. Vendor shall provide Buyer with certification as to whether: (a) Goods are subject to any applicable export Laws including but not limited to the EU Dual-Use Regulation (EC) No 428/2009, EU Regulation on Torture (also known as Regulation (EC) No 1236/2005) and the UK Export Control Act 2002); and (b) as to the applicable UK Strategic Export Control List category or equivalent as may be applicable in the UK or, in any other EU Member State where the Goods are to be delivered by Vendor and/or as notified by Buyer.

(b) 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.

(c) The parties understand that any commodities, technical data, and software (if any) delivered by Vendor to Buyer under this Order may be subject to the provision of the Export Administration Act of 1979 (50 U.S.C. §§ 2401-2420) and the Export Administration Regulations (15 C.F.R. Parts 730-774) promulgated thereunder; the Arms Export Control Act of 1976 (22 U.S.C. §§ 2751-2779) and the International Traffic in Arms Regulation (22 C.F.R. Parts 120-130) promulgated thereunder (hereinafter, "U.S. Export Control Laws and Regulations"). The parties acknowledge that these statutes and regulations impose restrictions on the export, re-export, and transfer to third countries of certain Goods, including the transfer of certain Goods to foreign nationals in the United States, and that licenses from the U.S. Department of State or the U.S. Department of Commerce may be required before such Goods can be exported, re-exported, or transferred, and that such licenses may impose further restrictions on use of such Goods. Subject to Vendor's full compliance with the certifications required under Article 26(c), Buyer agrees to comply with U.S. Export Control Laws and Regulations concerning the export, re-export, or transfer of Goods delivered by Vendor under this Order.

(d) Vendor shall provide the following with each shipment:

- (i) Country of Origin for each Good; and
- (ii) One of the following:



TERMS AND CONDITIONS OF PURCHASE

- for U.S. sources, the International Traffic in Arms Regulations ("ITAR") U.S. Munitions List Category or the Commerce Control List ("CCL" Export Control Classification Number ("ECCN")); or
 - for non-U.S. sources, the UK Strategic Export Control Lists Number; and
- (iii) the Harmonized Tariff Schedule (HTS) Number and the HM Revenue and Customs Trade Tariff Number, as applicable.

In the event the export classification should change or be amended, Vendor shall immediately provide the changed or amended export classification for the Goods to Buyer in writing.

Vendor shall provide the information in (i), (ii), and (iii) above on Buyer's Product Export Control Sheet to Buyer as certification as to whether the Goods are subject to export control laws, and if so subject, certification as to the applicable category for each Good. 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. Vendor hereby represents that neither Vendor nor any parent, subsidiary or affiliate of Vendor is included on any of the restricted party lists maintained by the U.S. Government, including the Specially Designated Nationals List administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), Denied Parties List, Unverified List or Entity List maintained by the U.S. Commerce Department's Bureau of Industry and Security ("BIS"), or the List of Statutorily Debarred Parties maintained by the U.S. State Department's Directorate of Defense Trade Controls, or the consolidated list of asset freeze targets designated by the United Nations, European Union, and United Kingdom (collectively, "Denied Parties List"). Vendor shall immediately notify the Buyer representative if Vendor or any parent, subsidiary or affiliate of Vendor becomes listed in any Denied Parties List or if Vendor's export privileges are otherwise denied, suspended or revoked in whole or in part by any U.S. Government entity or agency. If Vendor is engaged in the business of exporting manufacturing (whether exporting or not) or brokering defense articles or furnishing defense services, Vendor represents that it is and will continue to be registered with the Directorate of Defense Trade Controls, as required by the ITAR, and it maintains an effective export/import compliance program. Vendor shall immediately notify Buyer upon learning that any lower tier subcontractor with which it engages has become listed on the Denied Parties list.

(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.

(ii) 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:

(i) 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 under in Clause **32(e)** above or that a breach is substantially likely to occur unless this Order is so terminated.

(g) 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. § 1352), gratuities rules (including 18 U.S.C. § 201, 10 U.S.C. § 2207, and 5 U.S.C. 7353), the U.S. Foreign Corrupt Practices Act, as amended (15 U.S.C. § 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



TERMS AND CONDITIONS OF PURCHASE

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, 52.219-8, 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, 252.225-7009, 252.225-7039, 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, or 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.

33. 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.

34. 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:

(a) 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 December 2015 (version 3.0), available at



TERMS AND CONDITIONS OF PURCHASE

http://echa.europa.eu/documents/10162/13632/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 2014 guidance continues to apply and require disclosure. See <https://www.sec.gov/News/PublicStmnt/Detail/PublicStmnt/137054168> 1994. 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 “3T&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 3T&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.

35. 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

The importance of ethical behavior.

38. CODE OF CONDUCT. Each party shall, in all matters related to this Order, act in accordance with internationally accepted ethical and corporate integrity standards. Specifically, Vendor hereby acknowledges and agrees to comply with, and ensure that its directors, employees, subcontractors and other individuals or entities reasonably under its control comply with Buyer’s Code of Business Conduct and Ethics, located at <http://ir.wescoair.com/corporate-governance/code-conduct>.