

Supplier Terms and Conditions of Purchase

1. ACCEPTANCE OF TERMS.

Seller agrees to be bound by and to comply with all terms set forth herein and in the Purchase Order, to which these terms are attached and/or are expressly incorporated by reference (collectively, the "Order"), including any amendments, supplements, specifications and other documents referred to in this Order. The terms set forth in the Order take precedence over any alternative terms in any other document connected with this transaction unless such alternative terms are: (a) part of a written supply agreement, which has been negotiated between the parties and which the parties have expressly agreed may override these terms in the event of a conflict ("Supply Agreement") and/or (b) set forth on the face of the Order. In the event these terms are part of a written Supply Agreement between the parties, the term "Order" used herein shall mean any purchase order issued under the Supply Agreement. Issuance by Buyer of this Order shall not constitute an acceptance by Buyer of any of Seller's offers to sell, quotations, or other proposals. Reference in the Order to any such offers to sell, quotations or proposals shall in no way constitute a modification of any of the terms of the Order, which shall always prevail over any such offers, quotations or proposals. ANY ACCEPTANCE OR ACKNOWLEDGMENT OF THE ORDER BY SELLER (INCLUDING WITHOUT LIMITATION BY BEGINNING PERFORMANCE OF ANY OF THE WORK OR ACTIVITIES CALLED FOR IN THE ORDER), EVEN IF CONTAINING OR REFERENCING TERMS INCONSISTENT WITH OR IN ADDITION TO THE TERMS OF THE ORDER SHALL BE DEEMED AS A FULL ACCEPTANCE BY SELLER OF THE ORDER, AND THE INCONSISTENT OR ADDITIONAL TERMS SHALL BE DEEMED INEFFECTIVE, UNLESS THEY WERE SPECIFICALLY AND EXPRESSLY ACCEPTED BY BUYER IN WRITING.

2. PRICES, PAYMENTS AND QUANTITIES.

2.1 PRICES & TAXES.

All prices are firm. Seller warrants that the pricing for any goods/services shall not exceed the pricing for the same or comparable goods/services offered by Seller to third parties. Seller shall promptly inform Buyer of any lower pricing levels for same or comparable goods/services, and the parties shall promptly make the appropriate price adjustment.

Seller's prices include all taxes, fees and/or duties applicable to the goods and/or services purchased under this Order; provided, however, that any value added tax ("VAT") and/or similar tax that is recoverable by Buyer will not be included in Seller's price but will be separately identified on Seller's invoice. If Seller is obligated by law to charge any VAT and/or similar tax to Buyer, Seller shall ensure that such tax is invoiced to Buyer in accordance with applicable rules so as to allow Buyer to reclaim it from the appropriate government authority. If Buyer is required by applicable laws, rules or regulations to withhold taxes for which Seller is responsible, Buyer will deduct such withholding tax from payment to Seller and provide to Seller a valid tax receipt in Seller's name.

In addition, Seller shall be responsible for:

(a) The payment of any and all taxes, duties, levies, charges, salaries, insurance premiums and contributions and any interest or penalties thereon, including but not limited to, income, profits, corporation taxes and taxes on capital gains, turnover and VAT now or hereafter levied or imposed by any local and or national fiscal authority, including those relating to or assessed upon any actual or assumed profits, wages, salaries, turnover or gains for which, in relation to the Order, Seller is responsible and liable (collectively the "Seller Payments"); to the maximum extent permitted by applicable laws, Buyer shall be entitled to withhold total or partial payment, with no penalties or interest, in the event Seller fails to provide proper evidence that it is in full compliance with the Seller Payments obligations;

(b) Compliance with all applicable laws, rules and regulations requiring Seller to establish and/or register an office, branch and/or division in the country where any part of the Order is to be performed, and/or to qualify as an organization legally operating and doing business in such country(ies) if necessary to be in compliance with applicable local laws, rules or regulations, to make deductions on account of and remit the required amounts to any appropriate government authority, including, but not limited to income tax, national insurances, employees taxes, charges, social security costs, levies and contributions, whether or not they are measured by the wages, salaries or other remunerations or benefits paid to persons employed by the Seller, or persons providing services in connection with the performance of the Order, and the imposition of a similar obligation upon any supplier, vendor, contractor, representative and/or agent of Seller of any kind and tier (collectively, the "Subcontractors", and each a "Subcontractor"; Seller, its Subcontractors and its or their employees, representatives, agents and/or invitees of any kind shall be referred to collectively as the "Seller Group");

Seller shall submit to Buyer the certificate of residence or domicile in the country of performance of the Order and, if any, the certificate of exemption released by the appropriate governmental authorities of the country where the Order is performed. If Seller is neither resident nor registered in the country where the Order is performed, Seller shall provide Buyer with a duly signed statement, on Seller's



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letterhead, that Seller has no permanent establishment in the country where the Order is performed according to any applicable tax treaty. The above- mentioned certificates and/or statements shall be delivered to Buyer no later than the Order execution starting date and at least 30 calendar days before each payment.

(c) Ensuring that any Subcontractors comply with Section 2.1 and any of its sub-clauses.

2.2 PAYMENTS

(a) Payment Terms. Unless otherwise stated on the face of the Order or restricted by applicable law, payment terms are net due 120 calendar days from the end of the month when the Payment Start Date occurs, where the “**Payment Start Date**” is the latest of the required date identified on the Order, the received date of the goods and/or services in Buyer’s receiving system, or the date of receipt of a valid invoice by Buyer (provided that, where applicable, invoices shall be issued according to the terms set forth in the Order). The received date of the goods and/or services in Buyer’s receiving system will occur: (i) if the goods are shipped directly to Buyer and/or services are performed directly for Buyer, within 48 hours of Buyer’s physical receipt of the goods or services; (ii) if the goods are shipped directly to: (A) Buyer’s customer or a location designated by Buyer’s customer (“**Material Shipped Direct**” or “**MSD**”), or (B) a non- Buyer/non-customer location to be incorporated into MSD, within 48 hours of Seller presenting Buyer with a valid bill of lading confirming that the goods have been shipped from Seller’s facility; (iii) in the case where goods are shipped directly to a third party, within 48 hours of Buyer’s receipt of written certification from the third party of its receipt of the goods; or (iv) in the case of services performed directly for Buyer’s customer or other third party, within 48 hours of Buyer’s receipt of written certification from Seller of completion of the services. If the payment date falls on a weekend or a holiday, the payment date will be moved to the next business day

(b) Miscellaneous. Seller’s invoice shall in all cases bear the Order number. To the maximum extent permitted by applicable law, Buyer shall be entitled to reject Seller’s invoice if it fails to include the Order number or is otherwise inaccurate, and any resulting delay in Buyer’s payment or nonpayment shall be Seller’s sole responsibility. Seller warrants that it is authorized to receive payment in the currency stated in the Order. No extra charges of any kind will be allowed unless specifically agreed in writing by Buyer in an Order revision. Buyer shall be entitled at any time to set-off any and all amounts owed by Seller or a Seller Affiliate to Buyer or a Buyer Affiliate, on this or any other order or agreement. “**Affiliate**” shall for the purposes of this Order mean, with respect to either party, any entity, including without limitation, any individual, corporation, company, partnership, limited liability company or group, that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such party.

2.3 GUARANTY.

Buyer reserves the right to request Seller to provide, within 15 calendar days of the date of the Order, a parent company guaranty from its ultimate parent company or shareholder guaranty or equivalent guaranty in the form and substance provided by or at a minimum acceptable to Buyer.

2.4 QUANTITIES

(a) General. Buyer is not obligated to purchase any quantity of goods and/or services except for such quantity(ies) as may be specified either: (i) on the face of the Order; or (ii) on a separate written release issued by Buyer pursuant to the Order. Unless otherwise agreed to in writing by Buyer, Seller shall not make material commitments or production arrangements in excess of the quantities specified in the Order or release and/or in advance of the time necessary to meet Buyer’s delivery schedule. Should Seller enter into such commitments or engage in such production, any resulting exposure shall be for Seller’s account. Goods delivered to Buyer in excess of the quantities specified in Buyer’s Order or release and/or in advance of schedule may be returned to Seller at Seller’s risk and expense, including but not limited to, any cost incurred by Buyer related to storage and handling of such goods.

(b) Cessation of Production/Replacement Parts: Seller shall give Buyer at least 180 calendar days prior written notice of the permanent discontinuance of production of any goods purchased hereunder and/or necessary for the production/provision of goods and/or services hereunder. The foregoing obligation shall survive termination or expiration of this Order for one calendar year. Furthermore, for all goods purchased hereunder, Seller shall provide replacement parts for a period of 5 years after production by Seller of such goods ceases. Seller shall continue to supply such replacement parts past the five year period if Buyer orders at least 20 replacement parts per year during such five year period. The prices for any replacement parts purchased in the first 2 years of the five year period shall not exceed those prices in effect at the time production of the relevant goods ceases, and no set up charges shall be permitted by Seller or paid by Buyer during this two year period. Thereafter, the prices for replacement parts shall be negotiated based on Seller’s actual cost of production of such replacement parts plus any



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special packaging costs. After the end of the above-referenced five-year period, Seller shall continue to maintain in good working condition all Seller-owned tooling required to produce the goods and/or the replacement parts, and shall not dispose of or sell such tooling without first contacting Buyer and offering Buyer the right to purchase such tooling. Seller's obligations with regard to any Buyer owned tooling are set forth in Section 4, "Buyer's Property". No minimum order requirements for replacement parts or other items shall apply unless the parties mutually agree in advance and expressly in writing. All replacement parts purchased by Buyer shall be subject to the terms of this Order.

3. DELIVERY AND PASSAGE OF TITLE

3.1 Time is of the essence of this Order. If Seller for any reason anticipates difficulty in complying with the required delivery date or in meeting any of the other requirements of this Order, Seller shall promptly notify Buyer in writing. Unless otherwise stated on the face of the Order, if Seller fails to deliver all the goods and related documents (including, but not limited to, drawings, Spare Parts Interchangeability Report ("SPIR"), certificates, manuals and quality documents) and/or complete the services as scheduled, Seller shall pay 1% of the total amount of the Order per week or part of the week of delay, up to 15% of the total value of the Order. The parties agree that such amounts are a reasonable pre-estimate of the damages Buyer will suffer as a result of delay based on circumstances existing at the time the Order was issued and are to be assessed as liquidated damages and not as a penalty. However, the parties agree that it is not possible for them to estimate or calculate the damages that Buyer may suffer as a result of delays exceeding 15 weeks; accordingly, for any delay exceeding 15 weeks, Buyer shall be entitled to recover any documented additional damages that Buyer incurs as a result of Seller's additional delay. In this context, Seller hereby acknowledges that the goods and/or services it provides hereunder may be linked to or a part of a back-to-back supply obligation of Buyer with its customer(s). Furthermore, if Seller does not comply with Buyer's delivery schedule, Buyer may require delivery by fastest method at Seller's cost. Unless expressly agreed to the contrary in writing, Buyer's remedies are cumulative and Buyer shall be entitled to pursue any and all remedies available under applicable law, contract and/or equity, including but not limited to Buyer's right to terminate this Order for default.

3.2 Unless otherwise stated on the face of the Order: (a) goods shipped to Buyer's dock shall be delivered FCA (Seller's site); and (b) goods shipped as MSD for delivery outside of the source country shall be delivered FCA (Seller's site) or FOB (Port of Export) where the goods will be delivered by sea. All delivery designations are INCOTERMS 2010. Title to goods to be shipped from the United States of America ("U.S.") shall pass from Seller to Buyer immediately after each item departs from the territorial land, seas and overlying airspace of the U.S.; for purposes of the Order, the parties acknowledge that the territorial seas of the U.S. extend to twelve (12) nautical miles from the baseline of the country, determined in accordance with the 1982 United Nations Convention of the Law of the Sea. In all other cases, title shall be transferred to Buyer upon delivery. Goods delivered to Buyer in advance of schedule may be returned to Seller at Seller's expense. Buyer may specify contract of carriage and named place of delivery in all cases. In all cases, Seller shall provide to Buyer, via the packing list and the customs invoice (as applicable), the country of origin and the appropriate export classification codes including, if applicable, the Export Control Classification Number ("ECCN") and the Harmonized Tariff Codes of each and every one of the goods delivered pursuant to this Order, in sufficient detail to satisfy any applicable trade preferential or customs agreements. Seller understands that its failure to comply with any such Buyer specifications and other requirements shall cause all resulting transportation charges and other damages to be for the account of Seller and give rise to any other remedies available at law, contract and/or equity.

3.3 If goods are delivered as MSD or for use as balance of plant by Buyer, each shipment shall include a detailed, complete bill of material/parts list ("BOM") that lists each component of the goods purchased by Buyer. Seller shall also include, in each item shipment, the complete BOM for such item and indicate which components of the BOM are included in the shipment as well as the BOM components that are not included in the item shipment. Such BOM shall be included with the packing list for each shipment. When requested by Buyer, Seller shall provide a packing list with values for each item.

3.4 If goods cross an international border, Seller shall perform customs clearance as per the applicable Incoterm and provide a copy of the export declaration together with the commercial invoice. The invoice shall be in English and in the language of the destination country, and shall include: contact names and phone numbers of representatives of Buyer and Seller who have knowledge of the transaction; Order number; Order line item; release number where applicable; part number; detailed description of the merchandise; unit purchase price in the currency of the transaction; quantity; Incoterm and named location; and country of origin of the goods. Furthermore, all goods and/or services in any way provided by Buyer to Seller for the performance of the Order and not included in the purchase price of the Order shall be identified separately on the invoice (e.g., consigned materials, tooling, free issue goods, etc.). Each invoice shall also include the applicable Order number or other reference information for any consigned goods and shall identify any discounts or rebates from the base price used in determining the invoice value.

3.5 If goods are delivered to a destination country having a trade preferential or customs union agreement (a "Trade Agreement")



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with Seller's country, Seller shall cooperate with Buyer to review the eligibility of the goods for any special program for Buyer's benefit and provide Buyer with any required documentation (e.g., EUR1 Certificate, GSP Declaration, FAD, NAFTA Certificate or other Certificate of Origin) to support the applicable special customs program (e.g., EEA, Lome Convention, E.U./Mediterranean partnerships, GSP, E.U.-Mexico FTA, NAFTA, etc.) to allow duty free or reduced duty for entry of goods into the destination country. Similarly, should any Trade Agreement or special customs program applicable to this Order be introduced at any time during the Order performance and be of benefit to Buyer, in Buyer's judgment, Seller shall cooperate with Buyer's efforts to realize any such available credits, including counter-trade or offset credit value which may result from this Order, and Seller acknowledges that such credits and benefits shall inure solely to Buyer's benefit. Seller shall immediately notify Buyer of any known documentation errors. Seller understands it shall indemnify Buyer for any costs, fines, penalties or charges arising from Seller's inaccurate documentation or untimely cooperation.

4. BUYER'S PROPERTY

4.1 *Buyer's Tools, Equipment and Other Property.* Buyer assumes no obligation to furnish Seller with any tools, equipment or materials for the performance of this Order, except as may be expressly provided otherwise. Unless otherwise agreed in writing, all tangible and intangible property (including information, data, tools, materials, drawings, computer software, know-how, documents, trademarks, copyrights, equipment or other material) furnished to Seller by Buyer or specifically paid for by Buyer, and any replacement thereof, or any materials affixed or attached thereto, shall be and remain Buyer's property. Such property furnished by Buyer shall be accepted and used by Seller, including its Subcontractors and the rest of the Seller Group, in "AS IS" and "WHERE IS" condition, with all faults and without any warranty whatsoever, express or implied. Seller shall use such property at its own risk. Such property and, whenever practical, each individual item thereof, shall be plainly marked or otherwise adequately identified by Seller as Buyer's property, safely stored separate and apart from Seller's property, and properly maintained by Seller. Seller further agrees to comply with any handling, storage and other requirements provided by Buyer for such property. Seller shall not substitute any other property for Buyer's property. Seller shall inspect Buyer's property prior to use and train and supervise its employees and other authorized users of such property in its proper and safe operation. Seller shall use Buyer's property only to perform this Order or other Buyer's orders, and shall not use it, disclose it to others or reproduce it for any other purpose whatsoever. Such property, while in Seller's care, custody or control, shall be held at Seller's sole risk, kept free of any encumbrances and insured by Seller at Seller's expense in an amount equal at least to the replacement cost thereof, with loss payable to Buyer, and subject to removal, or restitution if damaged or destroyed, immediately upon Buyer's written request, in which event Seller shall prepare such property for shipment and redeliver to Buyer in the same condition as originally received by Seller, reasonable wear and tear excepted, all at Seller's expense. As noted in Section 3.4 above, any consigned material, tooling or technology used in connection with the production of the goods supplied hereunder shall be identified on the relevant commercial or *pro forma* invoice used for international shipments.

4.2 *Intellectual Property.* "Intellectual Property" means all intellectual property and proprietary rights thereto, including without limitation, all rights of inventorship and authorship, inventions, patents, patent applications, and know-how for any product, process, method, machine, manufacture, design, composition of matter, or any new or useful improvement thereof, as well as copyrights, trademark, trade dress and service mark rights, registrations and applications for registration therefore, and all rights in trade secrets, computer software, data and databases, and mask works.

- (a) Buyer Intellectual Property. "Buyer Intellectual Property" means: (i) except as set forth in Section 4.2(b) below, Intellectual Property for all goods and/or services under the Order; (ii) Intellectual Property conceived, produced or developed by Seller, whether directly or indirectly or alone or jointly with others, in connection with or pursuant to Seller's performance under the Order; and (iii) creations and inventions that are otherwise made by Seller through the use of Buyer's or its Affiliates' equipment, funds, supplies, facilities, materials and/or Confidential Information. Seller shall, and shall cause the Seller Group to, assign all Buyer Intellectual Property to Buyer and cooperate with Buyer in obtaining title and intellectual property rights therein, at no additional cost to Buyer.

(A) Seller acknowledges and agrees that all rights, title and interest in Buyer Intellectual Property and in Confidential Information furnished to or accessed by Seller remains in Buyer. Buyer grants Seller a non-exclusive, non-assignable, revocable license to use Buyer Intellectual Property and Confidential Information furnished to or accessed by Seller that is necessary for the sole purpose of performing the Order. Seller may not use, disclose, or reproduce Buyer Intellectual Property or Confidential Information for any other purpose. Seller agrees that it will neither apply for any registration of rights in any Buyer Intellectual property nor oppose or object in any way to applications for registration thereof by Buyer or others designated by Buyer.

(B) Should Seller design or manufacture for sale to any person or entity other than Buyer any goods substantially similar to, or which reasonably can substitute or repair, a Buyer good, Buyer, in any adjudication or otherwise, may require Seller to establish by clear and convincing evidence that neither Seller nor any of its employees or Subcontractors used in whole or in part, directly or indirectly, any



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of Buyer Intellectual Property in the design and/or manufacture of such goods.

(b) Seller Intellectual Property. Seller shall own Intellectual Property it owned prior to or developed independently of its obligations under the Order ("Seller Intellectual Property"). Seller shall not assert any Seller Intellectual Property against Buyer and its Affiliates, or any of their customers or suppliers, with respect to the Buyer Intellectual Property, any goods and/or services furnished under any Order, or the repair or refurbishment of any goods and/or services furnished under any Order.

(c) Third Party Intellectual Property. Seller shall not (i) incorporate in any goods and/or services provided under the Order any third party Intellectual Property without Buyer's prior written authorization (in which case Buyer must receive a fully paid, irrevocable, world-wide and unlimited sub-licensable license to such third party Intellectual Property), (ii) disclose to or on behalf of Buyer, any secret or confidential information of others, or (iii) incorporate into any goods or services under the Order any open source software or software owned by another, or that is functionally dependent upon use of Intellectual Property owned by a third party.

(d) Software. If this Order relates to rights in computer software and/or software documentation that is Seller Intellectual Property, Seller grants to Buyer a non-exclusive, perpetual, irrevocable, transferable, royalty free right to use, disclose, modify, combine, integrate, or make derivative works of the software and software documentation. If Seller provides any goods and/or services that include software under this Order which require Buyer to "Accept" various terms and conditions, including, but not limited to, "click-wrap," "click-through," "browse-wrap," or "shrink-wrap", such terms and conditions will be of no force and effect even though they are "accepted" by Buyer or Buyer's designee in order to access or use the software. The relationship of the parties is solely governed by the terms of this Order. In addition, upon Buyer's request, Seller, at Seller's expense (including ongoing maintenance fees), will deposit in escrow all material relating to the software (including a copy of the object code, source code, documentation and all annotations thereto) with an escrow agent designated by Buyer and under a written escrow agreement approved in writing by Buyer.

5. ON-SITE ACTIVITIES

5.1 If any portion of the activities under this Order (a) is performed by any member of the Seller Group in, on or near a site owned, run and/or operated by (i) Buyer, (ii) an Affiliate of Buyer, or (iii) a customer of Buyer or a Buyer Affiliate (each a "Site") for longer than 10 consecutive calendar days or 14 cumulative days within a fiscal quarter, or (b) involves access by any member of the Seller Group to any networks of Buyer, its Affiliates and/or its or their customers, then Seller (further to its continued obligation to take any and all necessary precautions to prevent the occurrence of damage to persons or property) shall, at its expense, before deploying or granting access to any member of the Seller Group, to the extent permitted by applicable law and after securing required and/or appropriate written authorization from the relevant personnel:

(A) Verify such personnel's identity;

(B) If required by Buyer, ensure such personnel undergo medical examinations, physical agility testing and/or drug and alcohol testing (collectively, "Fitness for Duty" requirements), subject to applicable law, in order to provide reasonable assurance that such personnel will be sufficiently fit to safely perform their duties without excessive risk of harm to themselves or others.

By deploying or giving to any member of the Seller Group access to a Site for longer than 10 consecutive calendar days or 14 cumulative days within a fiscal quarter, or giving access to any networks of Buyer, its Affiliates and/or its or their customers, Seller warrants and represents that it has performed the activities listed above and that such Seller Group member has been screened/verified/checked as set forth above in full compliance with this Order and applicable laws.

5.2 If any portion of the activities under this Order is performed by any member of the Seller Group in, on or near a Site, Seller shall defend, indemnify, release and hold harmless Buyer, its Affiliates and its or their customers, and its and their directors, officers, employees, agents, representatives, successors and assigns from and against any and all suits, actions or proceedings, at law or in equity, and from any and all claims, demands, losses, judgments, fines, penalties, damages, costs, expenses, or liabilities, which may arise in any way out of (a) injury to or death of any of the members of the Seller Group, (b) damage to the property of any of the members of the Seller Group, or (c) any environmental claim of whatsoever nature emanating from the equipment, premises and/or property of, or under the control of, Seller and/or other members of the Seller Group, however such injury, death or damage may be caused, whether caused or alleged to be caused by the negligence of any party or third party, the conditions of the premises or otherwise.

6. CHANGES.

6.1 Buyer may at any time make changes within the general scope of this Order to any one or more of the following: a) drawings, designs or specifications, where the goods to be furnished are to be specially manufactured for Buyer; b) method of shipment or packing; c) place and time of delivery; d) amount of Buyer's provided property; e) quality; f) quantity; and/or g) scope or schedule of goods and/or



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services. Buyer shall document such change request in writing, and Seller shall not proceed to implement any change unless and until such change is provided in writing by Buyer in an Order revision. If any changes cause a legitimate increase or decrease in the cost and/or time required for the performance of any work under this Order, an equitable adjustment shall be made in the Order price and/or delivery schedule in writing. Any Seller claim for adjustment under this clause will be deemed waived unless asserted within 15 calendar days from Seller's receipt of the change (or suspension) notification, and may only include reasonable, direct costs that will necessarily be incurred as a direct result of the change. Notwithstanding anything contrary in this Order, in no event shall Buyer be responsible for Seller's loss of profit or for any indirect, special, punitive and/or consequential damages.

6.2 Seller shall notify Buyer in writing in advance of any and all: (a) changes to the goods and/or services, their specifications and/or composition; (b) material process changes; (c) material plant and/or equipment/tooling changes or moves; (d) transfer of any work hereunder to another site; and/or (e) material changes to its procurement of goods/services in connection with the Order, and no such change shall occur until Buyer has had the opportunity to conduct such audits, surveys and/or testing necessary to determine the impact of such change on the goods and/or services and has approved such change in writing. Seller shall be responsible for obtaining, completing and submitting proper documentation regarding any and all changes, including complying with any written change procedures issued by Buyer.

7. QUALITY AND AUDITS

7.1 **Inspection/Testing/Audits.** In order to assess Seller's work quality, conformance with Buyer's specifications and compliance with applicable laws and the terms of this Order, including but not limited to Seller's representations, warranties, certifications and covenants hereunder, upon reasonable notice by Buyer: (a) all goods, materials, drawings and services related in any way to the goods and services purchased hereunder (including without limitation raw materials, components, intermediate assemblies, work in process, tools and end products) shall be subject to inspection and test by Buyer, its Affiliates, its or their relevant customers and/or its or their representatives (each of the foregoing, an "Inspector") at all times and places, including locations where the goods and services are created or performed, whether they are at premises of Seller, Seller's Subcontractors or elsewhere; and (b) Seller's books and records relating to this Order shall be subject to inspection and audit by an Inspector. If any inspection, test, audit or similar oversight activity is made on Seller's or its Subcontractors' premises, Seller shall, without additional charge: (i) provide all reasonable access and assistance for the safety and convenience of the Inspectors and (ii) take all necessary precautions and implement appropriate safety procedures for the safety of the Inspectors while they are present on such premises, including, where requested by an Inspector for safety-related concerns, stop all activities immediately. If any Inspectors require medical attention on such premises, Seller shall promptly arrange for appropriate attention. If, in the opinion of an Inspector, the safety, health or security of the Inspectors on such premises may be imperiled by local conditions, Buyer, its Affiliates and/or its or their relevant customers may remove some or all of their personnel from the premises, and Buyer shall have no responsibility for any resulting impact on Seller or its Subcontractors. If specific Inspector tests, inspection and/or witness points are included in this Order (e.g., approval of drawings), the goods/services shall not be shipped/performed without the competent Inspector's release or a written waiver of test/inspection/witness point; however, Buyer shall not be permitted to unreasonably delay shipment/provision. Seller shall notify Buyer in writing at least 30 calendar days prior to each of Seller's scheduled final and, if applicable, intermediate test/inspection/witness points. An Inspector's inspection, approval or failure to inspect, accept, reject or detect defects by test/inspection/witness point or audit shall neither relieve Seller from responsibility for such goods or services that are not in accordance with the Order requirements nor impose liabilities on Buyer and/or its Affiliates.

7.2 **Quality.** When requested by Buyer, Seller shall promptly submit real time production and process measurement and control data (the "Quality Data") in the form and manner requested by Buyer. Seller shall provide and maintain an inspection, testing and process control system ("Seller's Quality System") covering the goods and services provided hereunder (including without limitation internal inspection, tests, drawings, etc.) that is acceptable to Buyer and its customer and complies with Buyer's quality policy and/or other quality requirements that are set forth on the face of the Order or are otherwise agreed to in writing by the parties ("Quality Requirements"). Acceptance of Seller's Quality System by Buyer shall not alter the obligations and liability of Seller under this Order. If Seller's Quality System fails to comply with the terms of this Order, Buyer may require additional quality assurance measures at Seller's expense. Such measures may include Buyer requiring Seller to install Buyer approved third party quality auditor(s)/inspector(s) at Seller's facility(ies) to address the deficiencies in Seller's Quality System or other measures or requirements that may be specified in Buyer's Quality Requirements or otherwise agreed upon by the parties in writing. Seller shall keep complete records relating to Seller's Quality System and Quality Data and shall make such records available to Buyer and its customer for: (a) 10 years after completion of this Order; (b) such period as set forth in the specifications applicable to this Order; or (c) such period as required by applicable law, whichever period is the longest.

7.3 **Product Recall.** If any governmental agency with jurisdiction over the recall of any goods supplied hereunder provides written



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notice to Buyer or Seller, or Buyer or Seller has a reasonable basis to conclude, that any goods supplied hereunder could possibly create a potential safety hazard or unsafe condition, pose an unreasonable risk of serious injury or death, contain a defect or a quality or performance deficiency, or are not in compliance with any applicable code, standard or legal requirement so as to make it advisable or required that such goods be recalled and/or repaired, Seller shall promptly communicate such relevant information to Buyer and promptly respond to any requests for information by Buyer relating to the goods considered for recall. To the maximum extent permitted by applicable laws and/or competent governmental agencies, Buyer shall have the right to determine whether a voluntary recall of the affected goods is warranted or advisable.

(a) Corrective Action Plan. If a recall is required under applicable laws or Buyer determines that a recall is advisable, Buyer may request that Seller promptly develop corrective action plan(s) (collectively, the “**Seller’s Corrective Action Plan**”), which shall include all actions required by applicable laws or regulatory requirements, and provide Buyer with an opportunity to review and approve such Seller’s Corrective Action Plan. Alternatively, Buyer may develop corrective action plan(s) (collectively, the “**Buyer’s Corrective Action Plan**”), which shall include all actions required by applicable laws or regulatory requirements, and will provide Seller with an opportunity to review such plan. Seller and Buyer agree to cooperate and work together to ensure that any such Corrective Action Plan is acceptable to both parties prior to its implementation, provided, however, that nothing contained in this Section shall preclude Buyer from taking any corrective action or making any filings or disclosures, and in such event, Seller shall cooperate with and assist Buyer in any corrective actions and/or filings or disclosure it undertakes.

(b) Remedies. To the extent such recall is determined to have been caused by a defect, quality, performance or other deficiency, non-conformance or non-compliance, which is the responsibility of Seller and/or the Seller Group, Buyer shall be entitled to take the actions or ask Seller to take the actions as set forth in Section 8 below, all at Seller’s cost. *Inter alia*, Seller shall reimburse Buyer for all damages and costs incurred by Buyer in connection with any recall, repair, replacement or refund program, including without limitation, all costs related to: (i) investigating and/or inspecting the affected goods, including to determine whether a recall is needed; (ii) locating, identifying and notifying Buyer’s customers; (iii) repairing, or where repair of the goods is impracticable or impossible, repurchasing or replacing the recalled goods, including from alternative sources; (iv) packing and shipping the recalled goods; and (v) media notifications. Each party shall consult the other before making any statements to the public or a governmental agency relating to potential safety hazards affecting the goods, except where such consultation would prevent timely notification required by law.

8. REJECTION

If any of the goods and/or services furnished pursuant to this Order are found within a reasonable time after delivery to be defective or otherwise not in conformity with the requirements of this Order, including any applicable drawings and specifications, whether such defect or non-conformity relates to scope provided by Seller or a direct or indirect Subcontractor, then Buyer, in addition to any other rights, remedies and choices it may have by law, contract and/or at equity, and in addition to seeking recovery of any and all damages and costs emanating therefrom, at its option and sole discretion and at Seller’s expense may:

(a) require Seller to immediately re-perform any defective portion of the services and/or require Seller to immediately repair or replace non-conforming goods with goods that conform to all requirements of this Order; (b) take such actions as may be required to cure all defects and/or bring the goods and/or services into conformity with all requirements of this Order, in which event, all related costs and expenses (including but not limited to material, labor and handling costs and any required re-performance of value added machining or other service) and other reasonable charges shall be for Seller’s account; (c) withhold total or partial payment; (d) reject and return all or any portion of such goods and/or services; and/or (e) rescind this Order without liability. For any repairs or replacements, Seller, at its sole cost and expense, shall perform any tests requested by Buyer to verify conformance to this Order.

9. WARRANTIES

9.1 Seller warrants that all goods and services provided pursuant to this Order, whether provided by Seller or a direct or indirect Subcontractor, will be: (a) free of any claims of any nature, including without limitation title claims, and Seller will cause any lien or encumbrance asserted to be discharged, at its sole cost and expense, within 30 calendar days of its assertion (provided such liens do not arise out of Buyer’s failure to pay amounts not in dispute under this Order or an act or omission of Buyer); (b) new and of merchantable quality, not used, rebuilt or made of refurbished material unless approved in writing by Buyer; (c) free from all defects in design, workmanship and material; (d) fit for the particular purpose for which they are intended; (e) provided in strict accordance with all specifications, samples, drawings, designs, descriptions and other requirements approved or adopted by Buyer; and (f) provided/performed in a competent and professional manner in accordance with the highest standards and best practices that apply in Seller’s industry. Any attempt by Seller to limit, disclaim or restrict any such warranties or remedies by acknowledgment or otherwise shall be null, void and ineffective.



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9.2 The foregoing warranties shall apply for a period of: (a) 24 months from the date when goods are put into operation or (b) 48 months from delivery of the goods or performance of the services, or such longer period of time as customarily provided by Seller, plus delays such as those due to non-conforming goods and services, whichever occurs last. The warranties shall apply to Buyer, its successors, assigns and the users of goods and services covered by this Order.

9.3 If any of the goods and/or services are found to be defective or otherwise not in conformity with the warranties in this Section during the warranty period, then Buyer, in addition to any other rights, remedies and choices it may have by law, contract and/or at equity, and in addition to seeking recovery of any and all damages and costs emanating therefrom, at its option and sole discretion and at Seller's expense may: (a) require Seller to inspect, remove, reinstall, ship and repair or replace/re-perform nonconforming goods and/or services with goods and/or services that conform to all requirements of this Order; (b) take such actions as may be required to cure all defects and/or bring the goods and/or services into conformity with all requirements of this Order, in which event all related costs and expenses (including, but not limited to, material, labor and handling costs and any required re-performance of value added machining or other service) and other reasonable charges shall be for Seller's account; and/or (c) reject and return all or any portion of such goods and/or services. Any repaired or replaced good, or part thereof, or re-performed services shall carry warranties on the same terms as set forth above, with the warranty period being the greater of the original unexpired warranty or 24 months after repair or replacement.

10. SUSPENSION

Buyer may at any time, by notice to Seller, suspend performance of all or any part of the Order for such time as it deems appropriate. Upon receiving notice of suspension, Seller shall promptly suspend work to the extent specified, properly caring for and protecting all work in progress and materials, supplies and equipment Seller has on hand for performance. Upon Buyer's request, Seller shall promptly deliver to Buyer copies of outstanding purchase orders and subcontracts for materials, equipment and/or services for the work and take such action relative to such purchase orders and subcontracts as Buyer may direct. Buyer may at any time withdraw the suspension as to all or part of the suspended work by written notice specifying the effective date and scope of withdrawal. Seller shall resume diligent performance on the specified effective date of withdrawal. All claims for increase or decrease in the cost of or the time required for the performance of any work caused by suspension shall be pursued pursuant to, and consistent with, Section 6.1.

11. TERMINATION

11.1 *Termination for Convenience.* Buyer may terminate all or any part of this Order at any time by written notice to Seller. Upon termination (other than due to Seller's insolvency or default including any failure to comply with this Order), Buyer and Seller shall negotiate reasonable termination costs consistent with costs allowable under Section 6.1 and identified by Seller within 30 calendar days of Buyer's termination notice to Seller, unless the parties have agreed to a termination schedule in writing. Buyer shall have the right to terminate at no cost all Orders with delivery lead times of 60 calendar days or longer by providing written notice within 14 calendar days of Seller's final Order acceptance.

11.2 *Termination for Default.* Except for delay due to causes beyond the control and without the fault or negligence of Seller or any of its Subcontractors (lasting not more than 60 calendar days), Buyer, without liability, may by written notice of default, terminate the whole or any part of this Order if Seller: (a) fails to perform within the time specified or in any written extension granted by Buyer; (b) fails to make progress which, in Buyer's reasonable judgment, endangers performance of this Order in accordance with its terms; and/or (c) fails to comply with any of the terms of this Order. Such termination shall become effective if Seller does not cure such failure within 10 calendar days of receiving notice of default. Upon termination, Buyer may procure at Seller's expense and upon terms it deems appropriate, goods or services comparable to those so terminated. Seller shall continue performance of this Order to the extent not terminated and shall be liable to Buyer for any excess costs for such comparable goods or services. As an alternate remedy and in lieu of termination for default, Buyer, at its sole discretion, may elect to extend the delivery schedule and/or waive other deficiencies in Seller's performance. Buyer's rights and remedies in this clause are in addition to any other rights and remedies provided by law, equity or under this Order.

11.3 *Termination for Insolvency/Prolonged Delay.* If Seller ceases to conduct its operations in the normal course of business or fails to meet its obligations as they mature or if any proceeding under bankruptcy or insolvency laws is brought by or against Seller, a receiver for Seller is appointed or applied for, an assignment for the benefit of creditors is made or an excused delay (or the aggregate time of multiple excused delays) lasts more than 60 calendar days, Buyer may immediately terminate this Order without liability to the fullest extent permitted by the Governing Law, except for goods or services completed, delivered and accepted within a reasonable period after termination (which will be paid for at the Order price).

11.4 *Obligations on Termination.* Unless otherwise directed by Buyer, after receipt of a notice of termination of this Order for any reason, Seller shall immediately: (a) stop work as directed in the notice; (b) place no further subcontracts or purchase orders



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for materials, services or facilities hereunder, except as necessary to complete any continued portion of this Order; and (c) terminate all subcontracts to the extent they relate to work terminated. Upon completion or promptly after termination of this Order, and unless otherwise directed by Buyer, Seller shall deliver to Buyer all completed work, work in process, including all designs, drawings, specifications, other documentation and material required or produced in connection with such work, and all of Buyer's Confidential Information as defined in Section 16.

12. IDEMNITY & INSURANCE

12.1 **Indemnity.** Seller shall defend, indemnify, release and hold harmless Buyer, its Affiliates and its and/or their directors, officers, employees, agents, representatives, successors and assigns, whether acting in the course of their employment or otherwise, against any and all suits, actions, or proceedings, at law or in equity, and from any and all claims, demands, losses, judgments, fines, penalties, damages, costs, expenses, or liabilities (including without limitation claims for personal injury or property or environmental damage, claims or damages payable to customers of Buyer, attorney's fees, and breaches of Sections 15 or 16 below) arising from any act or omission of Seller and/or any other member of the Seller Group, except to the extent attributable to the sole and direct gross negligence of Buyer. Seller agrees to include a clause substantially similar to this Indemnity clause in all subcontracts it enters into related to its fulfillment of this Order.

12.2 **Insurance.** For the duration of this Order and until expiration of Seller's warranties hereunder, Seller shall maintain, through a primary insurance company licensed in the jurisdiction where goods are manufactured and/or sold and where services are performed, the following insurance:

(a) Commercial General Liability in the minimum amount of US\$3,000,000.00 per occurrence and US\$5,000,000.00 in the annual aggregate, or the local currency equivalent, with coverage for (i) bodily injury/property damage, including coverage for contractual liability insuring the liabilities assumed in this Order, (ii) all of the following types of coverages, where applicable: (A) contractors protective liability, (B) collapse or structural injury, and (C) damage to underground utilities, with all such coverages in this Section

12.2(a) applying on a primary basis, providing for cross liability, not being subject to any self-insured retention and being endorsed to designate Start Italiana Srl, its Affiliates, directors, officers, agents and employees (collectively, the "START ITALIANA SRL Parties") as additional insured.

(b) Business Automobile Liability covering all owned, hired and non-owned vehicles used in the performance of the Order in the minimum amount of US\$2,000,000.00 per occurrence and US\$5,000,000.00 in the annual aggregate, or the local currency equivalent, endorsed to designate the START ITALIANA SRL Parties as additional insured and specifying that all passengers are considered third parties within the covered amounts.

(c) Employers' Liability and appropriate Workers' Compensation protecting Seller from all claims under any applicable workers' compensation and occupational disease laws, or coverage similar to Workers' Compensation and Employers' Liability for each local employee in a jurisdiction where work in connection with this Order is performed, in an amount equal at least to the greater of (i) what is required by applicable law and (ii) US\$2,500,000.00 per occurrence and US\$5,000,000.00 in the annual aggregate, or the local currency equivalent.

(d) Property Insurance on an "All-risk" basis, covering the full replacement cost value of all property owned, rented or leased by Seller in connection with this Order and covering damage to Buyer's, its customer's or its Affiliates' property in Seller's care, custody and control, with such policy being endorsed to designate Buyer as "Loss Payee" relative to its property in Seller's care, custody and control.

(e) Appropriate Product Liability in the minimum amount of US\$2,500,000.00 per occurrence and US\$5,000,000.00 in the annual aggregate, or the local currency equivalent.

(f) Sudden Accidental Pollution Liability in the minimum amount of US\$2,500,000.00 per occurrence or the local currency equivalent. In the event of equipment intended for subsea installation, the minimum insurance amount shall be US\$10,000,000.00 per occurrence, or the local currency equivalent, to include sudden and accidental releases, onsite and offsite coverage, and clean-up costs.

(g) All Risk Marine/Inland Transport Insurance in an amount equal at least to the value of each shipment made in connection with this Order.

All insurance specified in this Section shall be endorsed to provide a waiver of subrogation in favor of the Start Italiana Srl for all losses and damages covered by the insurances required in this Section. Seller shall be solely responsible for the application and payment of any self-insured retention or deductible on any policy carried by Seller. Should Buyer be called upon to satisfy any self-insured retention or deductible under Seller's policies, Buyer may seek indemnification or reimbursement from Seller where allowable by law. Upon request by Buyer, Seller shall provide Buyer with a certificate(s) of insurance evidencing that the required minimum insurance policies are in effect. The certificate(s) of insurance shall reference that the required coverage extensions are included on the required



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policies and state that: "Start Italiana Srl", its subsidiaries, affiliates, directors, officers, agents and employees shall be designated as additional insureds". Copies of endorsements evidencing the required additional insured status, waiver of subrogation provision and/or loss payee status shall be attached to the certificate(s) of insurance. Buyer shall have no obligation to examine such certificate(s) or to advise Seller in the event its insurance policies are not in compliance herewith. Acceptance of certificate(s) that are not compliant with the stipulated coverages shall in no way whatsoever imply that Buyer has waived its insurance requirements.

13. **ASSIGNMENT AND SUBCONTRACTING.** Seller may not assign (including by change of ownership or control, by operation of law or otherwise) this Order or any interest herein, including payment, without Buyer's prior written consent. Seller shall not subcontract or delegate performance of all or any substantial part of the work called for under this Order without Buyer's prior written consent. Any assignee of Seller shall be bound by the terms and conditions of this Order. To the best of its ability, Seller shall advise Buyer of any Subcontractor: (a) that will have at its facilities any parts or components with Buyer's or any of its Affiliates' name, logo or trademark (or that will be responsible to affix the same); and/or (b) fifty percent (50%) or more of whose output from a specific location is purchased directly or indirectly by Buyer. In addition, Seller will obtain an acknowledgement by any such assignee or Subcontractor to submit to, from time to time, on-site inspections or audits by Buyer or Buyer's third party designee as requested by Buyer. If Seller subcontracts any part of the work under this Order outside of the final destination country where the goods purchased hereunder will be shipped, Seller shall be responsible for complying with all customs requirements related to such sub-contracts, unless otherwise set forth in this Order. Notwithstanding the above, Seller shall not utilize any Subcontractors who are likely to interface with any government official in providing the work called for under this Order to or on behalf of Buyer without the prior written approval of Buyer. Buyer may freely assign this Order to any third party or Affiliate.

14. PROPER BUSINESS PRACTICES

Seller shall act in a manner consistent with all laws concerning improper or illegal payments and gifts or gratuities (including without limitation the U.S. Foreign Corrupt Practices Act and the UK Bribery Act), and agrees not to pay, promise to pay or authorize the payment of any money or anything of value, directly or indirectly, to any person for the purpose of illegally or improperly inducing a decision or obtaining or retaining business in connection with this Order.

15. COMPLIANCE WITH LAWS

15.1 **General.** As a material element of this Order, Seller Covenants that it will comply with: (a) all laws applicable to the goods, services and/or the activities contemplated or provided under this Order, including any national, international, federal, state, provincial, tribal or local law, code, treaty, convention, protocol, common law, regulation, directive or ordinance and all lawful orders, including judicial orders, rules and regulations issued thereunder, including without limitation those dealing with the environment, health and safety, employment, records retention, personal data protection, antitrust, immigration, export controls and the transportation or storage of hazardous materials; and (b) good industry practices, including the exercise of that degree of skill, diligence, prudence and foresight which can reasonably be expected from a competent Seller who is engaged in the same type of service or manufacture under similar circumstances, consistent with all applicable requirements and generally recognized international standards. As used in this Order, the term "hazardous materials" shall mean any substance or material defined as a hazardous material, hazardous substance, toxic substance, pesticide or dangerous good (including as defined under 49 CFR 171.8) or any other substance regulated on the basis of potential impact to safety, health or the environment pursuant to an applicable requirement of any entity with jurisdiction over the activities, goods or services, which are subject to this Order. Seller agrees to cooperate fully with Buyer's audit, investigation and/or inspection efforts (including, e.g., completing and returning questionnaires) intended to verify Seller's compliance with Sections 14 and/or 15 of this Order or to respond to any incident or allegation regarding such Seller compliance. Seller's full cooperation shall include, but not be limited to, making relevant witnesses and documents under the control of Seller reasonably available to Buyer upon request. Seller further agrees at Buyer's request to provide certificates relating to any applicable legal requirements or to update any and all of the representations, warranties, certifications and covenants under this Order in form and substance satisfactory to Buyer.

15.2 Environment, Health and Safety

In the execution of its obligations under this Order, Seller Covenants that it will take the necessary and appropriate actions and precautions to prevent any injury to persons, property and/or the environment and to comply with applicable laws concerning health, safety and the environment ("EHS"), including, without limitation, in the workplace and during transport, and will establish and maintain an effective program to ensure any members of the Seller Group will be in compliance with Section 15 of this Order.

(a) **Material Suitability.** Seller Covenants that each chemical substance constituting or contained in goods sold or otherwise transferred to Buyer, or utilized in services to be performed at a Site (as defined herein) (i) is suitable for use and/or transport in any jurisdictions to or



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through which Buyer informs Seller the goods will likely be shipped or to or through which Seller otherwise has knowledge that shipment will likely occur and (ii) to the extent required under applicable law, is listed on or in: (A) the list of chemical substances compiled and published by the U.S. Administrator of the Environmental Protection Agency ("EPA") pursuant to the U.S. Toxic Substances Control Act ("TSCA") (15 U.S.C. 2601 et seq.), otherwise known as the TSCA Inventory, or exempted from such list under 40 CFR 720.30-38; (B) the Federal Hazardous Substances Act (P.L. 92-516) as amended; (C) the European Inventory of Existing Commercial Chemical Substances ("EINECS") as amended; (D) the European List of Notified Chemical Substances ("ELINCS") and lawful standards and regulations thereunder; or (E) any equivalent or similar lists in any other jurisdictions to or through which Buyer informs Seller the goods will likely be shipped, or to or through which Seller otherwise has knowledge that shipment will likely occur.

(b) Material Registration and Other Documentation. Seller Covenants that each chemical substance constituting or contained in goods sold or otherwise transferred to Buyer: (i) is properly pre-documented and/or registered as required in the jurisdictions to or through which Buyer informs Seller the goods will likely be shipped or to or through which Seller otherwise has knowledge that shipment will likely occur, including but not limited to pre-registration and registration if required under Regulation (EC) No 1907/2006 ("REACH"); (ii) is not restricted under Annex XVII of REACH; and (iii) if subject to authorization under REACH, is authorized for Buyer's use. In each case, Seller will timely provide Buyer with supporting documentation, including without limitation, (A) pre-registration numbers for each substance; (B) the exact weight by weight percentage of any REACH Candidate List (defined below) substance constituting or contained in the goods; (C) all relevant information that Buyer needs to meet its obligations under REACH to communicate safe use to its customers; and (D) the documentation of the authorization for Buyer's use of an Annex XIV substance. Seller shall notify Buyer if it decides not to pre-register or register substances that will be subject to pre-registration or registration under REACH and constitute or are contained in goods supplied to Buyer at least 12 months before their pre-registration or registration deadline. Seller will monitor the publication by the European Chemicals Agency of the list of substances meeting the criteria for authorization under REACH (the "Candidate List") and immediately notify Buyer if any of the goods supplied to Buyer contain a substance officially proposed for listing on the Candidate List. Seller shall provide Buyer with the name of the substance as well as with sufficient information to allow Buyer to safely use the goods or fulfill its own obligations under REACH.

(c) Restricted Materials. Seller Covenants that none of the goods sold or transferred to Buyer contain: (i) any of the following chemicals: arsenic, asbestos, benzene, beryllium, carbon tetrachloride, cyanide, lead or lead compounds, cadmium or cadmium compounds, hexavalent chromium, mercury or mercury compounds, trichloroethylene, tetrachloroethylene, methyl chloroform, polychlorinated biphenyls ("PCBs"), polybrominated biphenyls ("PBBs"), polybrominated diphenyl ethers ("PBDEs"); (ii) any chemical or hazardous material otherwise prohibited pursuant to Section 6 of TSCA; (iii) any chemical or hazardous material otherwise restricted pursuant to European Union ("E.U.") Directive 2011/65/EU (8 June 2011) (the "ROHS Directive"); (iv) any designated ozone depleting chemicals as restricted under the Montreal Protocol (including, without limitation, 1,1,1 trichloroethane, carbon tetrachloride, Halon-1211, 1301, and 2402, and chlorofluorocarbons ("CFCs") (11-13, 111-115, 211-217); (v) any substance listed on the REACH Candidate List, subject to authorization and listed on Annex XIV of REACH or restricted under Annex XVII of REACH; or (vi) any other chemical or hazardous material the use of which is restricted in any other jurisdictions to or through which Buyer informs Seller the goods are likely to be shipped or to or through which Seller otherwise has knowledge that shipment will likely occur, *unless with regard to all of the foregoing*, Buyer expressly agrees in writing and Seller identifies an applicable exception from any relevant legal restriction on the inclusion of such chemicals or hazardous materials in the goods sold or transferred to Buyer. Upon request from Buyer and subject to reasonable confidentiality provisions which enable Buyer to meet its compliance obligations, Seller will provide Buyer with the chemical composition, including proportions, of any substance, preparation, mixture, alloy or goods supplied under this Order and any other relevant information or data regarding the properties, including without limitation test data and hazard information.

(d) Take back of Electrical and Electronic Components, Including Batteries or Accumulators. Seller Covenants that, except as specifically listed on the face of this Order or in an applicable addendum, none of the goods supplied under this Order are electrical or electronic equipment or batteries or accumulators as defined by laws, codes or regulations of the jurisdictions to or through which Buyer informs Seller the goods are likely to be shipped or to or through which Seller otherwise has knowledge that shipment will likely occur, including but not limited to E.U. Directive 2002/96/EC (27 January 2003) (the "WEEE Directive"), as amended, and E.U. Directive 2006/66/EC (26 September 2006) (the "Batteries Directive") and/or any other legislation providing for the taking back of such electrical or electronic equipment or batteries or accumulators (collectively, "Take Back Legislation"). For any goods specifically listed on the face of this Order or in an applicable addendum as electrical or electronic equipment or batteries or accumulators that are covered by any Take Back Legislation and purchased by Buyer hereunder, Seller agrees to: (i) assume responsibility for taking back such goods in the future upon the request of Buyer and treating or otherwise managing them in accordance with the requirements of the applicable Take Back Legislation; (ii) take back as of the date of this Order any used goods currently owned by Buyer of the same class of such goods



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purchased by Buyer hereunder up to the number of new units being purchased by Buyer or to arrange with a third-party to do so in accordance with all applicable requirements; and (iii) appropriately mark and/or label the goods as required by any applicable Take Back Legislation. Seller will not charge Buyer any additional amounts, and no additional payments will be due from Buyer for Seller's agreement to undertake these responsibilities.

(e) CE Directives. Seller Covenants that all goods supplied under this Order comply with applicable Conformité Européenne ("CE") directives for goods intended for use in the E.U., including those regarding electrical/electronic devices, machinery and pressure vessels/equipment. Seller will affix the CE mark on goods supplied hereunder as required. Seller will provide all documentation required by the applicable CE directives, including but not limited to Declarations of Conformity, Declarations of Incorporation, technical files and any documentation regarding interpretations of limitations or exclusions.

(f) Nanoscale Material. With respect to any goods sold or otherwise transferred to Buyer hereunder, Seller shall notify Buyer in writing of the presence of any engineered nanoscale material (defined for these purposes as any substance with at least one dimension of such substance known to be less than 100 nanometers in length). With respect to all such nanoscale material(s), Seller shall provide a description of its regulatory status and any safety data or other notifications that are appropriate in the E.U., U.S. and any other jurisdictions to which Buyer informs Seller the goods will be shipped or to which the Seller otherwise has knowledge that shipment will likely occur.

(g) Labeling/Shipping Information. With respect to any goods or other materials sold or otherwise transferred to Buyer hereunder, Seller shall provide all relevant information, including without limitation, safety data sheets in the language and the legally required format of the jurisdictions to which the goods will be shipped and mandated labeling information as required pursuant to applicable requirements such as: (a) the Occupational Safety and Health Act ("OSHA") regulations codified at 29 CFR 1910.1200;

(b) E.U. REACH Regulation (EC) No. 1907/2006, E.U. Regulation (EC) No. 1272/2008 classification, labeling and packaging of substances and mixtures ("CLP"), E.U. Directives 67/548/EEC and 1999/45/EC, as amended; and (c) any other applicable law, rule or regulation or any similar requirements in any other jurisdictions to or through which Buyer informs Seller the goods are likely to be shipped or to or through which Seller otherwise has knowledge that shipment will likely occur, such as U.S. Department of Transportation regulations governing the packaging, marking, shipping and documentation of hazardous materials, including hazardous materials specified pursuant to 49 CFR, the International Maritime Organization ("IMO") and the International Air Transport Association ("IATA"), and Seller represents that it has adequately trained its employees, agents and representative and instituted procedures necessary to ensure compliance with the above legal requirements.

(h) Global Approach and Harmonized Standards. Seller Covenants that the goods supplied hereunder comply with the E.U. New and Global Approach Directives and Harmonized Standards, including any continuing obligations into E.U. Member States' national legislation, and Seller shall submit associated documentation to Buyer and to the surveillance authorities as necessary. Seller assumes all liabilities applicable to, or deriving from, such Directives and Standards.

(i) Waste Management. Seller Covenants that it shall assume sole responsibility for any waste classified as hazardous or dangerous under applicable law that it generates in the performance of any services or supply of any goods under this Order, including while at a Site or a Seller Group location, including responsibility for characterizing, manifesting and disposing of such wastes in accordance with applicable law.

(j) Residual Risk Summary and Hazardous Area Identification: If and to the extent Seller utilizes designs that are not provided directly by Buyer (e.g., in case of Seller designs or designs of Subcontractors), the following clauses shall apply:

(A) Risk Assessment – Seller Covenants that it will review and assess the safety of all goods, materials, products and/or items (and any portion thereof) supplied to Buyer as part of this Order by conducting a safety risk assessment pursuant to the principles defined in ISO Standard 12100:2010 (Safety of Machinery - General Principles for Design - Risk Assessment and Risk Reduction) and the related guidelines, and that it will adopt the safety measures so identified. If, notwithstanding the implementation of such safety measures, certain risks remain (the so-called "Residual Risks") those shall be clearly identified, properly and immediately notified to Buyer in a Residual Risk Summary, and included in the relevant manuals to be provided as part of the Order.

(B) Hazardous Area Identification – If any of the goods, materials, products and/or items (or any portion thereof) to be provided to Buyer pursuant to this Order will or might process combustible gas, vapor and/or liquid, Seller shall provide to Buyer the Hazardous Area Classification Report, as per IEC Standard 60079-10 ("Electrical apparatus for explosive gas atmospheres, Part 10: Classification of hazardous areas"), clearly and properly identifying the following: (i) all potential combustible gas, vapor and/or liquid leak sources (e.g., flanges, connections, valves, meters, etc.); and (ii) for each potential leak source, the specific combustible gas/vapor/liquid type (e.g., natural gas, hydrogen, oil vapor, etc.), as well as the pressure, temperature, and frequency of the condition (e.g., "pipe is pressurized only during start-up", or "pipe is always pressurized when the unit burns fuel, gas", etc.). It is understood and agreed that the Hazardous



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Area Classification Report shall consider the entire life cycle of the relevant goods, materials, products and/or items (or any portion thereof), including but not limited to commissioning, use, and maintenance. Seller shall refer to IEC Standard 60079-10 for the specific methodologies and requirements concerning the Hazardous Area Classification Report.

(k) Work at a Buyer's or customer's Site. For any portion of the activities performed by Seller or other members of the Seller Group in, on or near a Site, Seller shall further (i) ensure that any and all members of the Seller Group comply with all applicable OSHA and/or other EHS standards and regulations and with all aspects of Buyer's, Buyer's Affiliates and/or its or their relevant customers' applicable EHS procedures, regulations and/or standards, and (ii) provide copies of any risk assessments or procedures relating to such activities.

15.3 Labor. Seller Covenants that, if applicable, it will comply with Section 211 of the U.S. Energy Reorganization Act, 10 CFR 50.7 (Employee Protection) and 29 CFR 24.2 (Obligations and Prohibited Acts), or with any comparable applicable laws prohibiting discrimination against employees for engaging in "protected activities", which include reporting of nuclear safety or quality concerns, and Seller shall immediately inform Buyer of any alleged violations, notice of filing of a complaint or investigation related to any such allegation or complaint. Seller further Covenants that no goods or services supplied under this Order have been or will be produced, directly or indirectly: (a) utilizing forced, indentured or prison labor; (b) utilizing the labor of persons younger than 16 years of age or in violation of the minimum working age law in the country of manufacture of the goods or performance of the services under this Order, whichever is higher; (c) in violation of minimum wage, hours or days of service, or overtime laws as required by applicable local laws; (d) in violation of the workers' right to freely choose whether or not to organize or join associations for the purpose of collective bargaining as provided by applicable local laws; (e) in violation of the principle that workers should be hired, paid and otherwise subject to terms and conditions of employment based on their ability to do the job, not on the basis of their personal characteristics such as race, national origin, sex, religion, ethnicity, disability, maternity, age and other characteristics protected by applicable local laws (which shall not bar compliance with affirmative preferences that may be required such laws); or (f) subjecting workers to any form of sexual or psychological harassment, compulsion or coercion. If forced or prison labor, or labor below applicable minimum working age, is determined to have been used in connection with this Order, Buyer shall have the right to immediately terminate the Order without further compensation to or liability toward Seller. Seller shall indemnify, defend and hold Buyer and its Affiliates harmless from all costs and expenses related to any suit, claim, proceeding brought against Buyer, its Affiliates or its or their customers for any claim arising out of or related to Seller's violation of applicable local employment laws, including but not limited to, any claim arising out of or related to Seller's failure to pay minimum wage, overtime wages, and/or any other compensation owed to Seller's employees.

15.4 Immigration and Visa. Seller Covenants that it will comply with all laws, rules and regulations applicable from time to time to work permits, immigration and visa and shall timely provide to the payment of any related administrative charges, fees or costs to the competent authorities. Seller Covenants that it will perform the activities set forth in this Section 15.4 and will take all actions required in connection with such activities on an autonomous and independent basis, relying on its own capabilities and resources, and without any support or assistance from Buyer. If Buyer, at Seller's request but at Buyer's option, provides support or assistance to Seller in connection with the activities of this Section, Seller shall release Buyer from all liability in connection with such activities, so far as permitted by law, and furthermore shall indemnify and hold harmless Buyer and its Affiliates as well as its or their directors, officers, employees, agents, representatives, successors and assigns, against any and all suits, actions, proceedings and from any and all claims, demands, losses, judgments, penalties, damages, costs, expenses or liabilities arising from any act or omission of Buyer or an Affiliate in connection therewith. In the event the activities hereto are assigned or sub-contracted by Seller pursuant to Section 13, Seller shall ensure that any Subcontractors shall comply with this Section.

15.5 Anti-Dumping. Seller Covenants that all sales made hereunder are made in circumstances that will not give rise to the imposition of anti-dumping or countervailing duties under U.S. law (19 U.S.C. Sec. 1671 et seq.), E.U. (Council Regulation (EC) No. 384/96 of December 22, 1995, Commission Decision No. 2277/96/ECSC of November 28, 1996), as amended, or comparable laws in such jurisdictions and/or any other country to which the goods may be exported. To the full extent permitted by law, Seller will indemnify, defend and hold Buyer harmless from and against any costs or expenses (including any countervailing duties which may be imposed and, to the extent permitted by law, any preliminary dumping duties that may be imposed) arising out of or in connection with any breach of this warranty. In the event that countervailing or anti-dumping duties are imposed that cannot be readily recovered by Buyer from Seller, Buyer may terminate this Order with no further liability of any nature whatsoever to Seller hereunder. In the event that any jurisdiction imposes punitive or other additional tariffs on goods subject to this Order in connection with a trade dispute or as a remedy in an "escape clause" action or for any other reason, Buyer shall have the right to immediately terminate the Order without further compensation to or liability toward Seller.

15.6 Duty Drawback. If Seller is the importer of record into the U.S. for any goods, including any component parts thereof, associated with this Order, Seller shall provide to Buyer all the required documentation for Duty Drawback purposes, which includes Customs Form 7552 entitled "Certificate of Delivery," properly executed, as well as Customs Form 7501 "Entry Summary" and a copy of Seller's invoice.

15.7 Export Controls. This Order and all items furnished by Buyer to Seller in connection herewith shall at all times be subject to U.S., E.U. and/or other applicable export control laws, rules and regulations, including, but not limited to, the Comprehensive Iran



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Sanctions, Accountability and Divestment Act of 2010, Public Law No: 111-195, and/or any other applicable U.S., E.U., national, international, federal, state, provincial or local law, treaty, convention, protocol, regulation, directive, decree and/or ordinance. Further, Seller agrees and gives assurance that no items, equipment, materials, services, technical data, technology, software or other technical information or assistance furnished by Buyer, or any good or product resulting therefrom, shall be exported or re-exported by Seller or its authorized transferees, if any, directly or indirectly, except to the consignee(s), if any, specified on this Order, unless in accordance with applicable export laws and regulations. The aforesaid obligations shall survive any satisfaction, expiration, termination or discharge of any other contract obligations.

(a) For Orders to Sellers in the E.U. Seller shall provide Buyer with (i) copies of any export authorization required for the export of Seller's goods, materials or items outside the E.U. in accordance with any applicable export control law or regulation (including Council Regulation EC 428/2009, as amended by E.U. Regulation 1232/2011 and as subsequently amended and supplemented) to the country of ultimate destination designated by Buyer; and (ii) the export control classification number set forth in Council Regulation EC 428/2009 (as amended by E.U. Regulation 1232/2011 and as subsequently amended and supplemented) if such Seller's goods, material or items are listed in Annex 1 to Council Regulation EC 428/2009 (as amended by E.U. Regulation 1232/2011 and as subsequently amended and supplemented). If, to the best of Seller's knowledge, no export authorization is required under any of the aforesaid applicable export control laws or regulations, Seller shall provide Buyer with the annexed declaration (Annex A), duly executed by an authorized representative of Seller. All payments under the Order shall be conditional upon the receipt by Buyer – for any goods, materials or items to be exported outside the E.U. – of, as the case may be: (A) copy of the required export authorization; or (B) executed copy of the declaration herewith attached as Annex A. In case of failure by Seller to timely provide Buyer, in respect of any goods, materials or items for export outside the E.U., with either of the above documents, Buyer shall have the right to forthwith terminate the Order by written notice to Seller for Seller's default in accordance with the provisions set forth herein. If Buyer does not designate a country of ultimate destination outside the E.U. but Seller knows that such goods would require an authorization under any export control law or regulation, Seller shall provide the classification to Buyer.

(b) For Order to Sellers in countries not belonging to the E.U. Seller shall provide Buyer with copy of any export authorization required for the exportation of Seller's goods, materials or items in accordance with any applicable export control law or regulation. In case of failure by Seller to timely provide Buyer with copy of any required export authorization in respect of any goods, materials or items supplied by Seller under the Order, Buyer shall have the right to forthwith terminate the Order by written notice to Seller for Seller's default in accordance with the provisions set forth herein.

(c) For Orders of U.S.-equipment. Seller shall be responsible for obtaining from the competent U.S. authorities any required authorization for re-export into the country of ultimate destination to be designated by Buyer, in accordance with any applicable export control regulations. In case of failure by Seller to timely provide Buyer with copies of any required authorization in respect of goods, materials or items supplied by Seller under the Order, Buyer shall have the right to forthwith terminate the Order by written notice to Seller for Seller's default in accordance with the provisions set forth herein.

15.8 Subcontractor Flow Downs for U.S. Government Commercial Items Contracts. Where the goods and/or services being procured by Buyer from Seller are in support of a U.S. Government end customer or an end customer funded in whole or part by the U.S. Government, Seller covenants to comply with the terms of FAR 52.212 5(e) or 52.244 6 and DFARS 252.212 7001(c) or DFARS 252.244 7000 to the extent those terms are applicable to commercially available off the shelf ("COTS") items or commercial items and as appropriate for the dollar value of this Order. In addition, if this Order is in support of a project involving Rural Utility Service ("RUS") funds, then the following additional requirements apply: (a) Article VI, Section 4 of RUS Form 198, "Compliance with Laws", specifically the certification as to Debarment and Suspension set forth in 7 CFR part 3017; and (b) Article VI, Section 5 of RUS Form 198, "Equal Opportunity Provisions", including the requirements for Seller to provide a certification that Seller has filed a current report on Standard Form 100 and a Certificate of Non Segregated Facilities. The version of these clauses/provisions/requirements shall be those that are in effect as of the date of this Order.

16. CONFIDENTIALITY AND PUBLICITY.

16.1 **Buyer's Confidential Information.** "Confidential Information" means any Buyer's or a Buyer Affiliate's property furnished to or accessed by Seller Group in connection with the Order (including, without limitation, any drawings, specifications, data, goods or information), and any information derived therefrom. Provided, however, Confidential Information does not include information that: (a) is or becomes generally available to the public other than as a result of disclosure by Seller Group; (b) was available on a non-confidential basis before its disclosure to Seller Group; (c) is or becomes available to Seller Group on a non-confidential basis from a source other than Buyer or its Affiliates when such source is not subject to a confidentiality obligation with respect to the Confidential Information, or



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(d) was independently developed by Seller, without reference to the Confidential Information, and Seller can verify the development of such information by written documentation.

The Seller Group shall not disclose or use any Confidential Information except to the extent required to perform this Order. Except to the extent required to perform this Order, Seller Group shall not permit copies to be made of any Confidential Information without Buyer's prior written authorization; in which case Seller shall mark the copy "GE Confidential – Do Not Use, Disclose, Reproduce or Distribute without START ITALIANA SRL Permission." These confidentiality obligations shall continue indefinitely. Upon expiration or termination of this Order for any reason or at any time upon Buyer's request, Seller Group shall promptly return to Buyer or, if authorized by Buyer, destroy (with such destruction certified in writing by Seller) all Confidential Information, including any copies thereof.

16.2 **Seller's Disclosed Information.** Any information disclosed by Seller Group to Buyer that in any way relates to the goods or services purchased under this Order (except to the extent deemed to be Buyer's Intellectual Property) is not confidential and is disclosed to Buyer and its Affiliates free from any restrictions as part of the consideration for this Order, notwithstanding any copyright or other notice thereon. Seller grants to Buyer and its Affiliates a non-exclusive, irrevocable, royalty free, and sublicensable right to freely use, copy, modify and disclose Seller's disclosed information.

16.3 **Other NDAs.** If the parties hereto entered into a non-disclosure agreement ("NDA") concerning pre-Order negotiations, the terms of this Order supersede the terms of such NDA with regard to all confidential information disclosed under the NDA, unless agreed otherwise by the parties in this Order.

16.4 **Publicity.** Seller Group shall not make any announcement, take any photograph (except to the extent strictly necessary to perform this Order) or release any information concerning this Order (or any part thereof) or its business relationship with Buyer to any third party, member of the public, press, or any official body, except as required by applicable law or court order or as authorized by Buyer in writing.

17. **INTELLECTUAL PROPERTY INDEMNIFICATION.** Seller warrants that all goods and/or services, including software, provided and/or utilized pursuant to this Order, whether provided/ utilized by Seller or a Subcontractor, will be free of any claims of any nature. Seller shall indemnify, defend and hold Buyer harmless from all costs and expenses related to any suit, claim or proceeding brought against Buyer, its Affiliates and/or its and their customers based on a claim that any article or apparatus, or any part thereof constituting goods or services, including software, provided and/or furnished by Seller or one of its suppliers pursuant to this Order, as well as any device or process necessarily resulting from the use thereof, constitutes an infringement of any patent, copyright, trademark, trade secret or other intellectual property right of any third party. Buyer shall notify Seller promptly of any such suit, claim or proceeding and give Seller authority, information, and assistance (at Seller's expense) for the defense and settlement thereof, and Seller shall pay all damages and costs awarded therein. Notwithstanding the foregoing, any settlement of such suit, claim or proceeding shall be subject to Buyer's consent, such consent not to be unreasonably withheld. If use of said article, apparatus, part, device or process is enjoined, Seller shall, at its own expense and at its option, either procure for Buyer the right to continue using said article or apparatus, part, process or device, or replace the same with a non- infringing equivalent.

18. BUSINESS CONTINUITY MANAGEMENT POLICY AND SUPPLY CHAIN SECURITY REQUIREMENTS.

18.1 **Security and Business Continuity Management Policy.** Seller shall have and comply with a company security and business continuity management policy, which shall be revised and maintained proactively and as may be requested by Buyer ("**Security and Business Continuity Management Policy**"). The Security and Business Continuity Management Policy shall identify and require Seller's management and employees to take appropriate measures necessary to do the following:

- (a) provide for the physical security of the people working on Seller's premises and others working for or on behalf of Seller;
- (b) provide for the physical security of Seller's facilities and physical assets related to the performance of this Order for Buyer and/or its Affiliates ("**Work**"), including, in particular, the protection of Seller's mission critical equipment and assets;
- (c) protect software related to the performance of the Work from loss, misappropriation, corruption and/or other damage;
- (d) protect drawings, technical data and other proprietary information of Buyer, its Affiliates, and/or its or their relevant customers as well as Seller, related to the performance of the Work from loss, misappropriation, corruption and/or other damage;
- (e) provide for the prompt recovery, including through preparation, adoption and maintenance of a crisis management and disaster



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recovery plan, of facilities, physical assets, software, drawings, technical data, other intellectual property and/or the Seller's business operations in the event of a security breach, incident, crisis or other disruption in Seller's ability to use the necessary facilities, physical assets, software, drawings, technical data or other intellectual property and/or to continue its operations;

(f) ensure the physical integrity and security of all shipments against the unauthorized introduction of harmful or dangerous materials (such measures may include, but are not limited, physical security of manufacturing, packing and shipping areas; restrictions on access of unauthorized personnel to such areas; personnel screening; and maintenance of procedures to protect the integrity of shipments); and

(g) report to Buyer all crises and/or supply chain security breaches and/or situations where illegal or suspicious activities relating to the Work are detected. In the event of such crisis, supply chain security breach and/or the detection of illegal or suspicious activity related to the Work, Seller shall contact Buyer's sourcing representative or the START ITALIANA SRL no later than 24 hours after inception of the incident. At a minimum, the following details shall be provided: (i) date and time of the incident; (ii) site/location of the incident; and (iii) incident description.

Buyer reserves the right to receive and review a physical or electronic copy of Seller's Security and Business Continuity Management Policy and to conduct on-site audits of Seller's facility and practices to determine whether such policy and Seller's implementation of such policy are reasonably sufficient to protect Buyer's property and/or interests. If Buyer reasonably determines that Seller's Security and Business Continuity Management Policy and/or such policy implementation is/are insufficient to protect Buyer's property and interests, Buyer may give Seller notice of such determination. Upon receiving such notice, Seller shall have 45 calendar days thereafter, or such longer period authorized by Buyer, to make such policy changes and take the implementation actions reasonably requested by Buyer. Seller's failure to take such actions shall give Buyer the right to terminate this Order immediately without further compensation to Seller.

18.2 **Supply Chain Security.** The Customs-Trade Partnership Against Terrorism ("C-TPAT") program of the U.S. Customs and Border Protection, the Authorized Economic Operator for Security program of the E.U. ("E.U. AEO") and similar World Customs Organization SAFE Framework of Standards (collectively, "SAFE Framework") programs are designed to improve the security of shipments in international trade. C-TPAT applies only to Sellers with non-U.S. locations that are involved in the manufacture, warehousing or shipment of goods to Buyer or to a customer or supplier of Buyer located in the U.S. E.U. AEO applies only to Sellers that are involved in the manufacture, warehousing or shipment of goods originating in, transported through or destined for the E.U. Seller agrees that it will review the C-TPAT requirements for foreign manufacturers as outlined at: and the E.U. AEO and other SAFE Framework requirements appropriate for its business and that it will implement and maintain a written plan for security procedures in accordance with them, as applicable ("**Security Plan**"). The Security Plan shall address security criteria such as: container security and inspection, physical access controls, personnel security, procedural security, security training and threat awareness and information technology security. Upon request of Buyer, Seller shall:

(a) certify to Buyer in writing that it has read the C-TPAT, E.U. AEO and/or other applicable SAFE Framework security criteria (collectively, the "**Security Criteria**"), maintains a written Security Plan consistent with such Security Criteria and has implemented appropriate procedures pursuant to such plan;

(b) identify an individual contact responsible for Seller's facility, personnel and shipment security measures and provide such individual's name, title, address, email address and telephone and fax numbers to Buyer; and

(c) inform Buyer of its C-TPAT, E.U. AEO and/or other applicable SAFE Framework membership status and any changes thereto including changes to certification and/or any notice of suspension or revocation.

Where Seller does not exercise control of manufacturing or transportation of goods destined for delivery to Buyer or its customers in international trade, Seller agrees to communicate the C-TPAT, E.U. AEO and/or other applicable SAFE Framework recommendations and/or requirements to its suppliers and transportation providers and to condition its relationship with those entities upon their implementation of such recommendations and/or requirements. Further, upon advance notice by Buyer to Seller and during Seller's normal business hours, Seller shall make its facility(ies) available for inspection by Buyer's representative for the purpose of reviewing Seller's compliance with the C-TPAT, E.U. AEO and/or other applicable SAFE Framework security recommendations and/or requirements and with Seller's Security Plan. Each party shall bear its own costs in relation to such inspection and review. All other costs associated with development and implementation of Seller's Security Plan and C-TPAT, E.U. AEO and/or other applicable SAFE Framework compliance shall be borne by Seller.

19. **PACKING, PRESERVATION AND MARKING.** Seller shall ensure its packing, preservation and marking is in accordance with the specification drawings and any specifications that apply to the Order, or if not specified, with the best commercially accepted practices, and at a minimum with applicable law. In addition, Seller shall include the following information on each shipment under this Order:



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the Order number, case number, routing center number (if provided by Buyer's routing center), country of manufacture, destination shipping address, commodity description, gross/net weight in kilograms and pounds, dimensions in centimeters and inches, center of gravity for items greater than one ton and precautionary marks (e.g., fragile, glass, air ride only, do not stack, etc.), loading hook/lifting points and chain/securing locations where applicable to avoid damage and improper handling. Seller shall place all markings in a conspicuous location as legibly, indelibly and permanently as the nature of the article or container will permit. All goods shall be packed in an appropriate manner, giving due consideration to the nature of the goods, with packaging suitable to protect the goods during transport from damage and otherwise to guarantee the integrity of the goods to destination. Goods that cannot be packed due to size or weight shall be loaded into suitable containers, pallets, or crossbars thick enough to allow safe lifting and unloading. Vehicles that reach their destination and present unloading difficulties may be sent back to their point of departure at the expense of Seller.

At the expense of Seller, Seller further covenants that (i) any wood packing or wood pallet materials delivered or used to deliver, pack and/or transport any goods delivered to Buyer hereunder are in compliance with the International Standards for Phytosanitary Measures ("ISPM") – Guidelines for Regulating Wood Packaging Material ("WPM") in International Trade (ISPM Publication No. 15), U.S. Code of Federal Regulations, 7 CFR 319.40 1 through 319.40 11, as may be changed or amended, if the goods are being shipped to the U.S., and/or similar laws of other jurisdictions to or through which Buyer informs Seller the goods are likely to be shipped or to or through which Seller otherwise has knowledge that shipment will likely occur (e.g., any materials delivered or that Seller knows will be delivered to Australia shall be packed at a minimum per ISPM15 heat treated wood standard); and (ii) it will provide packing in compliance with any applicable quarantine laws or regulations of jurisdictions to or through which Buyer informs Seller the goods are likely to be shipped or to or through which Seller otherwise has knowledge that shipment will likely occur (e.g., any materials delivered or that Seller knows will be delivered to Australia shall comply with the Australian Quarantine and Inspection Service ("AQIS") requirements, as may be changed or amended).

Seller shall provide Buyer with any certifications required by Buyer to evidence its compliance with this Section.

20. **GOVERNING LAW.** Except to the extent otherwise set forth on the face of this Order, or otherwise agreed to in writing as to this Order by the parties, this Order shall in all respects be governed by and interpreted in accordance with the substantive law of the State of New York, U.S., excluding its conflicts of law provisions (the "**Governing Law**").

21. **DISPUTE RESOLUTION.** Any dispute arising out of or in connection with this Order, including any question regarding its existence, interpretation, validity or termination, will be resolved in accordance with this Section 21.

(a) In the event the total amount in dispute is below US\$100,000.00 (One-Hundred Thousand U.S. Dollars), it shall be determined by proceedings administered by the International Centre for Dispute Resolution in accordance with its International Dispute Resolution Procedures, as modified by the ICDR Online Protocol for Manufacturer/Supplier Disputes then in effect (refer to the International Dispute Resolution Procedures and the ICDR Online Protocol for Manufacturer/Supplier Disputes at <http://www.icdr.org>).

(b) In the event the total amount in dispute is higher than US\$100,000.00 (One-Hundred Thousand U.S. Dollars), the parties agree that any controversy or claim arising out of or relating to this Order, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its International Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Nothing in this Section 21 shall prevent or restrict either party's ability to seek interim, injunctive, or emergency measures of relief that may be available under the rules of arbitration or in a court of competent jurisdiction. The place of arbitration shall be Houston, TX (U.S.). Proceedings shall be conducted in the English language unless otherwise agreed.

22. **WAIVER.** No claim or right arising out of a breach of this Order can be discharged in whole or in part by a waiver or renunciation unless supported by consideration and made in writing signed by the aggrieved party. Either party's failure to enforce any provisions hereof shall not be construed to be a waiver of a party's right thereafter to enforce each and every such provision.

23. **ELECTRONIC COMMERCE.** Seller agrees to participate in all of Buyer's current and future electronic commerce applications and initiatives upon Buyer's request. For contract formation, administration, changes and all other purposes, each electronic message sent between the parties within such applications or initiatives will be deemed: a) "written" and a "writing"; b) "signed" (in the manner below); and c) an original business record when printed from electronic files or records established and maintained in the normal course of business. The parties expressly waive any right to object to the validity, effectiveness or enforceability of any such electronic message on the ground that a "statute of frauds" or any other law that requires written, signed agreements. Between the parties, any such electronic documents may be introduced as evidence in any proceedings as business records originated and maintained in paper form. Neither party shall object to the admission of any such electronic document under either the best evidence rule or the business records

exception to the hearsay rule. By placing a name or other identifier on any such electronic message, the party doing so intends to sign the message with his/her signature attributed to the message content. The effect of each such message will be determined by the electronic message content and by the Governing Law, excluding any such law requiring signed agreements or otherwise in conflict with this paragraph.

24. PERSONAL DATA PROTECTION.

24.1 "Personal Data" includes any information relating to an identified or identifiable natural person; "Buyer Personal Data" includes any Personal Data obtained by Seller from Buyer; and "Processing" includes any operation or set of operations performed upon Personal Data, such as collection, recording, organization, storage, adaptation or alteration, retrieval, accessing, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.

24.2 Seller, including its officers, directors, employees and/or agents, shall view and Process Buyer Personal Data only on a need-to-know basis and only to the extent necessary to perform this Order or to carry out Buyer's further written instructions.

24.3 Seller shall use reasonable technical and organizational measures to ensure the security and confidentiality of Buyer Personal Data in order to prevent, among other things, accidental, unauthorized or unlawful destruction, modification, disclosure, access or loss. Seller shall immediately inform Buyer of any Security Breach involving Buyer Personal Data, where "Security Breach" means any event involving an actual, potential or threatened compromise of the security, confidentiality or integrity of the data, including but not limited to any unauthorized access or use. Seller shall also provide Buyer with a detailed description of the Security Breach, the type of data that was the subject of the Security Breach, the identity of each affected person and any other information Buyer may request concerning such affected persons and the details of the breach, as soon as such information can be collected or otherwise becomes available. Seller agrees to take action immediately, at its own expense, to investigate the Security Breach and to identify, prevent and mitigate the effects of any such Security Breach and to carry out any recovery necessary to remedy the impact. Buyer must first approve the content of any filings, communications, notices, press releases or reports related to any Security Breach ("Privacy Notices") prior to any publication or communication thereof to any third party. Seller also agrees to bear any cost or loss Buyer may incur as a result of the Security Breach, including without limitation, the cost of Privacy Notices.

24.4 Upon termination of this Order, for whatever reason, Seller shall stop the Processing of Buyer Personal Data, unless instructed otherwise by Buyer, and these undertakings shall remain in force until such time as Seller no longer possesses Buyer Personal Data.

24.5 Seller understands and agrees that Buyer may require Seller to provide certain Personal Data ("Seller Personal Data") such as the name, address, telephone number and e-mail address of Seller's representatives in transactions and that Buyer and its Affiliates and its or their contractors may store such data in databases located and accessible globally by their personnel and use it for purposes reasonably related to the performance of this Order, including but not limited to supplier and payment administration. Seller agrees that it will comply with all legal requirements associated with transferring any Seller Personal Data to Buyer. Buyer will be the Controller of this data for legal purposes and agrees not to share Seller Personal Data beyond Buyer, its Affiliates and its or their contractors, and to use reasonable technical and organizational measures to ensure that Seller Personal Data is processed in conformity with applicable data protection laws. "Controller" shall mean the legal entity which alone or jointly with others determines the purposes and means of the processing of Personal Data. By written notice to Buyer, Seller may obtain a copy of the Seller Personal Data and submit updates and corrections to it.

25. ENTIRE AGREEMENT. This Order, with documents as are expressly incorporated by reference, is intended as a complete, exclusive and final expression of the parties' agreement with respect to the subject matter herein and, unless otherwise expressly agreed in writing between the parties, supersedes any prior or contemporaneous agreements, whether written or oral, between the parties. This Order may be executed in one or more counterparts, each of which shall for all purposes be deemed an original and all of which shall constitute the same instrument. Facsimile signatures on such counterparts are deemed originals. No course of prior dealings and no usage of the trade shall be relevant to determine the meaning of this Order even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. The term "including" shall mean and be construed as "including, but not limited to", unless expressly stated to the contrary. The invalidity, in whole or in part, of any of the foregoing articles or paragraphs of this Order shall not affect the remainder of such articles or paragraphs or any other article or paragraph of this Order, which shall continue in full force and effect. Further, the parties agree to give any such article or provision deemed invalid, in whole or in part, a lawful interpretation that most closely reflects the original intention of Buyer and Seller. All provisions or obligations contained in this Order, which by their nature or effect are required or intended to be observed, kept or performed after termination or expiration of an Order will survive and remain binding upon and for the benefit of the parties, their successors (including without limitation successors by merger) and permitted assigns including, without limitation, Sections 4, 5, 8, 9, 11, 12, 14, 15, 16, 17, 20, 21 and 24.

ANNEX A

Company Name: _____

Address: _____

Telephone number: _____

Date: _____

DECLARATION
To Whom It May Concern

Shipment of goods as per our invoice n. _____

The undersigned _____, in his/her capacity as _____ at _____, a company having its registered office at _____, hereby declares that the goods described on the invoice/s listed below:

are not included on the list of dual use items and technologies referred to in Section 3 of E.U. Regulation No. CE 428/2009, as amended and supplemented; are not, directly or indirectly, in full or in part, military nor originally designed as components of any weapon, instrument or supply for military use, are not intended for export to any embargoed country in whose respect a military embargo has been established by any competent international agency, and are not for resale to an extra-E.U. buyer.