

**STANDARD PURCHASING TERMS AND CONDITIONS FOR GOODS AND SERVICES ("Conditions")
UNITED STATES**

1. DEFINITIONS AND INTERPRETATION

In these Conditions:

1.1 the following terms have the following meanings:

"Affiliate" any persons that Control, are Controlled by or are under common Control with us from time to time;

"Change" any mechanical, software or other change in design, manufacturing process, supply chain, specifications, materials or product standards (including part substitutions or internal relocation of parts) which affects or potentially affects performance, reliability, function, safety, appearance, quality, dimensions or tolerances or any other Specifications of Deliverables.

"Claims" claims or proceedings made, brought or threatened against us by any person;

"Confidential Information" any Contract and any information that relates to a party (or any of its Affiliates) disclosed to the other party in connection with the Contract, but excluding information received by the other party that: (i) is publicly available (other than through a breach of **Condition 11**); (ii) was received from a third party who did not acquire it in confidence; or (iii) is developed without any breach of the Contract;

"Contract" a contract for the supply of Deliverables by you to us on these Conditions, including pursuant to a Framework Agreement, as formed under Condition 2.1;

"Control" means the ability to control the management and policies of a person and "Controlled" is construed accordingly;

"Deliverables" means Goods, Work Product and/or Services;

"Delivery" delivery of the Goods in accordance with **Condition 4**;

"Framework Agreement" a framework agreement in place between you and us for the supply of Deliverables incorporating these Conditions;

"Goods" the goods set out in the Order or any Specification or referred to in the Framework Agreement;

"IPR" all intellectual and industrial property rights of any kind including patents, trade secrets, supplementary protection certificates, rights in know-how, registered and unregistered trade marks and designs, models, rights to prevent passing off or unfair competition and copyright, database rights, topography rights, any rights in any invention, discovery or process, and applications for and rights to apply for any of the foregoing, in all countries in the world and together with all renewals, extensions, continuations, divisions, reissues, re-examinations and substitutions;

"IPR Claim" a Claim that the possession, use and/or sale of Deliverables by us, our Affiliate or our or their Customers infringes the IPR of any person;

"Liability" liability arising out of or in connection with a Contract, whether in contract, tort, misrepresentation, restitution, under statute or otherwise including any liability under an indemnity contained in a Contract and/or arising from a breach of, failure to perform, or delay in performing any of a party's obligations under a Contract, howsoever caused including if by negligence;

"Losses" all losses, liabilities, costs, demands, damages and expenses that are or will be incurred by us or our Affiliates including in respect of any Claims, including IPR Claims;

"Order" our written acceptance of your quotation for the supply of Deliverables to us AND/OR any purchase order submitted by us to you for Deliverables;

"Price" (i) the lower of the price for the Deliverables set out in the Order and your price for the Deliverables in force at the time of Delivery of Goods or completion of Services; or (ii) where there is a Framework Agreement in place, the price for the Deliverables as set out in the Framework Agreement;

"Services" the services set out in the Order or any Specification or referred to in the Framework Agreement;

"Specification" the specifications and requirements for the Deliverables set out or referred to in the Order or as defined in the Framework Agreement;

"we" or **"us"** or **"our"** the person named as the customer in the Order and/or referred to as "Customer" in a Framework Agreement;

"Work Product" any reports, documents, work product or other materials created for us by you, or on your behalf, arising from the Services;

"you" the person named as the supplier in the Order and/or referred to as the "Supplier" in a Framework Agreement;

- 1.2 headings are for ease of reference and do not affect the interpretation of these Conditions;
- 1.3 references to a "person" include any individual, body corporate, partnership, government authority, agency or department, state or any other entity (in each case whether or not having separate legal personality);
- 1.4 any words following the words "include", "in particular" or any similar expressions will be construed without limitation and accordingly will not limit the meaning of the words preceding them;
- 1.5 an obligation on a party to procure or make sure the performance or standing of another person will be construed as a primary obligation of that party; and
- 1.6 a reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

2. CONTRACT FORMATION

- 2.1 A Contract is formed when we accept any quotation issued by you (verbal or written) by issuing an Order (whether or not there is a Framework Agreement in place) OR where you perform any act consistent with fulfilling an Order submitted by us for Deliverables. We are not obliged to accept any quotation issued by you.
- 2.2 These Conditions are the only terms and conditions on which we will purchase Deliverables. They apply in place of any terms and conditions that you may seek to apply or which may otherwise be implied, including any which are endorsed on, delivered with or contained in your quotation, Order acknowledgement, on your website or other sales materials or media or on any delivery note ("**Seller T&Cs**") and you waive any rights to rely on any such Seller T&Cs. Delivery of Goods and/or commencement of performance of Services is conclusive evidence of your acceptance of these Conditions.
- 2.3 You may not cancel a Contract. Unless you notified us in writing before we placed an Order that we may not cancel it, we may cancel a Contract in whole or part any time before Delivery or completion of performance of Services. Our sole Liability will be to pay to you fair and reasonable compensation for work-in-progress at the time of cancellation provided that:
 - 2.3.1 such compensation will not include any loss of profits OR any indirect or consequential loss; and
 - 2.3.2 where Goods are not manufactured specifically for us to our Specification, our sole Liability will be to pay you a fair and reasonable restocking charge.

3. QUALITY CONTROL & TESTING

- 3.1 The quantity, description and Specification of Deliverables will be as set out in the Order. You must not make any Change to Deliverables without our prior written consent. You will carry out any reasonable Change that we request to any Deliverables. We will negotiate, in good faith, with you an agreed adjustment to the price, Delivery date or both as a result of a Change.
- 3.2 You will maintain detailed quality control and manufacturing records for at least ten (10) years (or such other period of time as set out in a Framework Agreement or Order) from the date of Delivery of Goods which we or a third party on our behalf may inspect or receive copies of on demand.
- 3.3 We may inspect and test Goods at any time prior to Delivery. You will allow us and our representatives to enter your premises to carry out such inspection and testing and will provide us with all facilities reasonably required. If, following such inspection or testing, we are not satisfied that the Goods will comply with Condition 5.1, you will take all steps necessary to ensure compliance.
- 3.4 You will maintain a quality control system that meets any international standard as required by us, or which is otherwise approved by us and such test and inspection system as we may require.
- 3.5 You may not deliver the Goods by separate instalments without our prior written consent. Instalments will be invoiced for separately by you.

4. DELIVERY OF GOODS / SUPPLY OF SERVICES

- 4.1 Unless otherwise specified in an Order, you will deliver the Goods DDP (Incoterms 2010) to the address specified in the Order during our normal business hours on the date specified in the Order. You will be responsible for off-loading the Goods from the delivery vehicle. Delivery of the Goods will occur when they have been

off-loaded at the delivery address.

- 4.2 You will perform Services in accordance with the applicable timetable communicated to you or as set out in the Order to meet all Specifications.
- 4.3 Time is of the essence for performance of your obligations under the Contract. IF YOU ARE LATE PERFORMING YOUR OBLIGATIONS UNDER THE CONTRACT, OUR LOSSES (FOR WHICH WE MAY CLAIM DAMAGES FROM YOU) MAY INCLUDE LATE DELIVERY FEES WHICH OUR CUSTOMERS AND THOSE OF OUR AFFILIATES CHARGE TO US. YOU ARE RESPONSIBLE FOR CHECKING WHETHER THESE APPLY.
- 4.4 Services will be accepted by us when we are satisfied that the Services comply with the Specifications.
- 4.5 You will make sure that the Goods are marked in accordance with our instructions and any applicable laws, rules and regulations and are properly packed and secured; marked with information on their origin; Delivery is accompanied by a prominently displayed delivery note showing the Order number, date of Order, type and quantity of Goods, and any special storage instructions; and delivered with all operating and safety instructions, clearly displayed warning notices and such other information as may be necessary for the proper use, maintenance and repair of the Goods.
- 4.6 If you fail to deliver the Goods on time we may terminate the Contract immediately by giving you notice, in which case you will refund any monies already paid by us in relation to the Goods that have not been delivered and indemnify us and our Affiliates against our Losses as a result of your failure to supply Goods, including obtaining substitute goods from another supplier.
- 4.7 We will have a reasonable period of time following Delivery to inspect Goods. We may reject Goods which do not meet Specifications. We can also reject Goods which are more or less than the quantity or type Ordered or delivered prior to the date specified on the Order. Rejected Goods will be returned at your cost and expense. If we accept Goods delivered prior to the date specified on the Order we may charge you the cost of storing them until the actual specified Delivery date.
- 4.8 Risk in the Goods passes to us on the later of acceptance and Delivery. Ownership of the Goods passes to us on the earlier of payment of the Price and Delivery.
- 4.9 You will notify us in writing as soon you are aware that any Goods or the product support for the Goods are to be discontinued or made of "end of sale" or "end of life". At our request, you and we will agree in good faith a reasonable period of time during which you will keep agreed spare parts available for us for any discontinued, desupported, end of life or end of sale Goods.

5. YOUR OBLIGATIONS

- 5.1 You will make sure that the Goods will:
 - 5.1.1 be of satisfactory quality, comprise genuine, new materials (which are not used, refurbished, reconditioned, remanufactured, counterfeit or of such age as to impair usefulness or safety) and be fit for any purpose notified by us to you;
 - 5.1.2 conform to, satisfy and be capable of the Specifications;
 - 5.1.3 be free from defects in design, materials and workmanship;
 - 5.1.4 be sold to us with full and unencumbered title and not infringe the IPR of any third party;
 - 5.1.5 comply with all (i) applicable laws, (ii) regulatory requirements and (iii) standards and requirements of relevant statutory and regulatory bodies; and
 - 5.1.6 be safe and without risk to health.
- 5.2 In respect of Services, you warrant that you will:
 - 5.2.1 perform Services with the best care, skill and diligence in accordance with best practice;
 - 5.2.2 use personnel (and sufficient number of personnel) who are suitably skilled and experienced to perform the Services;
 - 5.2.3 make sure that the Services conform with our reasonable instructions, comply with Specifications, are performed to meet the purposes notified by us to you and do not infringe the IPR of any third party;
 - 5.2.4 provide all equipment, tools and vehicles and other items required to provide the Services;
 - 5.2.5 obtain and at all times maintain all licences and consents required for the provision of the Services;
 - 5.2.6 comply with all applicable laws, regulations, regulatory policies, guidelines or industry codes which may apply

to the provision of the Services; and

5.2.7 not do or omit to do anything which may cause us or our Affiliates to lose any licence, authority, consent or permission required for our or their business.

5.3 You will observe all health and safety rules and regulations and any other security requirements that apply at any of our premises and ensure that your personnel are insured against all risks while working on our premises.

5.4 Without affecting any of our other rights or remedies, if you materially breach any of these Conditions OR any Goods (whether or not accepted in whole or in part) do not conform with **Condition 5.1** during the longer of (i) your warranty period for the Goods and (ii) 12 months following Delivery OR any Services breach **Condition 5.2**, then we may:

5.4.1 terminate the Contract and any other existing Contracts immediately with notice;

5.4.2 require you, at our option, to promptly repair or replace the relevant Goods or reperform the relevant Services free of charge;

5.4.3 reject the Deliverables (in whole or in part) and require you to refund the Price for the relevant Deliverables;

5.4.4 accept the Deliverables subject to an equitable Price reduction; or

5.4.5 at your expense, repair or have a third party repair the Goods or reperform or have a third party reperform the Services and you will indemnify us and our Affiliates against our Losses (including from any IPR Claims) arising from such breach.

5.5 Condition 5.4 will apply to any repaired or replacement Goods supplied under Condition 5.4.2.

5.6 If, as a result of any Goods not conforming with **Condition 5.1** or Services not conforming with **Condition 5.2** or otherwise representing an unreasonable risk of harm to the public or the environment, we determine a recall, removal or correction campaign ("campaign") is necessary or are required to carry out a campaign, we may implement such campaign and you will indemnify us and our Affiliates against all Losses incurred as a result of any such campaign.

6. OUR PROPERTY

6.1 All patterns, dies, moulds or other tooling or materials, supplied by us or prepared or obtained by you for us and at our cost ("**Tooling**"), will be marked with our name or as otherwise specified by us and will be and remain our exclusive property returnable in good condition on demand.

6.2 You will insure against all risks any Tooling and also any of your own tooling or property which may be kept on our premises for the purposes of providing Deliverables. You will keep all Tooling safe and in good condition while in your custody and/or under your control. All Tooling will be kept separately from your stock and other inventory.

6.3 We reserve the right to charge to you the cost of any Tooling if it is destroyed or damaged or rendered unfit for the purpose for which it was originally manufactured while under your control.

6.4 You will not dispose of any Tooling other than in accordance with our prior written instructions. You will not, at any time, use Tooling, nor will you allow Tooling to be used by anyone else for any purpose other than the supply of the Deliverables unless we have previously provided our consent in writing.

6.5 We will have the right to enter your premises and remove Tooling at any time without being liable for trespass or for damages of any sort.

7. ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

7.1 This **Condition 7** will apply if the Goods are to be made, modified or redesigned to our Specification. Any bespoke Specification or Work Product you create or have created for us will be treated as "Goods" for the purposes of this **Condition 7**.

7.2 We will own all present and future IPR (together with all economic and proprietary rights) in the Goods and our specification. Accordingly, you will not use our specification other than to manufacture the Goods for us. With full title guarantee, you:

7.2.1 assign to us all IPR in the Goods which subsist as at the date of the Contract;

7.2.2 assign to us (by way of present assignment of the future copyright) all future copyright in the Goods immediately upon its creation; and

7.2.3 agree to assign to us all other IPR in the Goods immediately upon its creation.

7.3 You will:

7.3.1 at your own cost, execute all such documents and do all such acts and things as we may request from time to time in order to secure our full right, title and interest in the IPR in the Goods; and

7.3.2 obtain the waiver of all moral rights (and any broadly equivalent rights) in the Goods.

7.4 The exception to **Condition 7.2** above is that any IPR in existing products, materials or data used to create Goods ("**Existing Materials**") will continue to belong to you (or your suppliers). You grant (and, where applicable, will ensure that your suppliers grant) to us, our Affiliates and our and their end customers a non-exclusive, perpetual, royalty-free, irrevocable licence to use and to have used Existing Materials which form part of any Goods.

8. PRICE AND PAYMENT

8.1 As long as you perform your obligations in accordance with the terms of the Contract, we will pay the Price to you in accordance with **Condition 8**.

8.2 The only sums of money we will pay in connection with the supply of the Deliverables are the Price which will be inclusive of all costs and expenses incurred by you including all packaging, insurance, carriage, duties and delivery costs.

8.3 Any sum payable under the Contract is exclusive of value added tax, sales tax and/or goods and services tax (and any other similar or equivalent taxes, duties, fees and levies imposed from time to time by any government or other authority) upon any supply made to us which will be payable in addition to that sum in the manner and at the rate prescribed by law from time to time but inclusive of all other taxes, fees and levies imposed from time to time by any government or other authority.

8.4 You may invoice us for the Price for the Goods following Delivery and for Services following completion.

8.5 Other than as set out in **Conditions 8.7** and **8.9**, each invoice will be payable by us within 60 days following the date on which the invoice is received by us. You will send invoices to the address specified in the Order.

8.6 No payment made by us will constitute acceptance by us of any Deliverables or otherwise affect any rights or remedies which we may have against you including the right to recover any amount overpaid or wrongfully paid to you.

8.7 We may withhold payment of any disputed sum until the dispute is settled.

8.8 If any undisputed sum payable under the Contract is not paid when due you may charge us interest daily on that sum at 3% per year above the "Prime Rate" from time to time in the Wall Street Journal from the due date until the date of payment (whether before or after judgment).

8.9 We may set-off any liability which you have to us against any liability which we have to you.

8.10 The following special requirement is applicable to educational organizations - Office of Management and Budget (OMB) Circular No. A-21, Cost Principles for Educational Institutions, revised, provides principles for determining the costs applicable to research and development, training, and other work performed by educational institutions under contracts with the US Government.

8.11 The following special requirement is applicable to non-profit organizations - Office of Management and Budget (OMB) Circular No. A-122, Cost Principles for Non-Profit Organizations, revised, provides principles for determining the costs applicable to research and development, training, and other work performed by non-profit organizations under contracts with the US Government.

9. TERMINATION

9.1 Without limiting any other right we may have to terminate a Contract, if you commit a material breach of these Conditions we may terminate the Contract and any other existing Contracts immediately with written notice. Any breach of **Conditions 11, 12** or **1.1** will be deemed to be a material breach.

9.2 Without limiting any other right we may have to terminate a Contract, we may terminate the Contract immediately by giving you written notice (provided that, as to (g) below, such termination shall be automatic and without notice) if you (a) have a receiver, administrator or liquidator (provisional or otherwise) appointed; (b) are subject to a notice of intention to appoint an administrator or any other resolution on insolvency; (c) pass a resolution for your winding-up; (d) have a winding up order made by a court in respect of you; (e) enter into

any composition or arrangement with creditors; (f) cease to carry on business; (g) file a petition, or have an involuntary petition filed against you, under any bankruptcy or insolvency law; (h) are the subject of anything similar or equivalent to that set out in (a) to (g) under any applicable laws; or (i) you are subject to any change of Control and you will notify us immediately upon the occurrence of any such event or circumstance.

9.3 Following expiry or termination of the Contract:

9.3.1 any Conditions which expressly or impliedly continue to have effect after expiry or termination of the Contract will continue in force; and

9.3.2 all other rights and obligations will immediately stop but will not affect any of your or our rights, obligations, claims and liabilities which may exist prior to the date of expiry or termination; and

9.3.3 each party will immediately stop using the other party's Confidential Information and will as soon as reasonably possible, if requested to do so, return to the other party all of the other party's Confidential Information (including all copies and extracts) in its possession or control or confirm its secure destruction; and

9.3.4 each party may keep any of the other party's Confidential Information which it has to keep to comply with any applicable law and **Condition 9.3.3** will not apply to such Confidential Information. **Condition 10.6** will continue to apply to retained Confidential Information.

9.4 If we terminate a Contract, we may require you to deliver to us any supplies, materials or drawings produced or acquired by you for the terminated part of the Contract and we will agree, in good faith, on the amount payable for the same.

10. LIABILITY AND INSURANCE

10.1 You will indemnify us and our Affiliates against all our and their Losses arising from your breach of or negligent performance of or your failure to perform or delay in performing any part of these Conditions. We may, at our discretion, control the defence of any claim in respect of which you are required to indemnify us under a Contract.

10.2 Subject to **Condition 10.3**, we will not have any Liability to you for any (i) loss of profit, goodwill or revenue; or (ii) any indirect, consequential or special loss.

10.3 Nothing in these Conditions or any Contract will operate to exclude or restrict one party's Liability (if any) to the other (including for a person for whom it is vicariously liable):

10.3.1 for death or personal injury resulting from its negligence;

10.3.2 for its fraud or fraudulent misrepresentation; or

10.3.3 for any matter for which it is not permitted by law to exclude or limit its liability.

10.4 The exclusions from and limitations of liability contained in these Conditions will apply after as well as before the date of expiry or termination of any Contract.

10.5 The exclusions from, and limitations of, liability set out in this **Condition 10** will be considered severally. The invalidity or unenforceability of any one sub-clause or clause will not affect the validity or enforceability of any other sub-clause or clause and will be considered severable from each other.

10.6 You will have satisfactory insurance cover with a reputable insurer to cover your obligations to us, including public liability insurance cover, cover for any potential liabilities arising from a Contract and any insurances required by law. You will provide evidence of your insurance coverage at our request.

11. CONFIDENTIALITY

11.1 Except as set out in Condition 11.2, each party will:

11.1.1 only use the other party's Confidential Information for the purpose of performing its obligations and exercising its rights under the Contract;

11.1.2 keep the other party's Confidential Information secret, safe and secure; and

11.1.3 not disclose the other party's Confidential Information to any other person.

11.2 Each party may disclose the other party's Confidential Information:

11.2.1 to the extent required by law, any court of competent jurisdiction or the rules of any government, public or regulatory body or any stock exchange; and

11.2.2 to its officers, directors, employees and professional advisers and, in our case, our Affiliates, agents and sub-contractors, who need the Confidential Information in order for that party to perform its obligations and exercise its rights

under the Contract. A party disclosing the other party's Confidential Information under **Condition 11.2.2** will make sure that each person to whom it discloses that Confidential Information is bound by obligations of confidentiality no less onerous than those set out in this **Condition 10.6**.

11.3 Each party acknowledges and agrees that damages alone would not be an adequate remedy for breach of **Condition 10.6** by that party. Accordingly, the other party will be entitled, without having to prove special damages, to equitable relief (including injunction and specific performance) for any breach or threatened breach of **Condition 10.6** by the first party.

12. ETHICAL CONDUCT

12.1 You will conduct your business ethically and lawfully and in accordance with our Supplier Code of Business Ethics (<http://www.smiths.com/responsibility-supplier-code-of-business-ethics.aspx>) or an equivalent code of ethics.

12.2 You represent and warrant that you and your subcontractors and suppliers do not use or permit unacceptable labour practices, such as child or forced labour, or unsafe working conditions and comply with all applicable labour and employment laws, regulations, standards and conventions, including the UN's Guiding Principles on Business & Human Rights and the International Labor Organization's Conventions and any similar or equivalent laws applying in the jurisdiction in which we are registered.

12.3 You hereby acknowledge that you are aware of, and agree to comply with all applicable anti-bribery and anti-corruption laws, including but not limited to the Foreign Corrupt Practices Act (FCPA) (and related regulation and guidance) and any similar or equivalent laws applying in the jurisdiction in which we are registered.

12.4 You represent and warrant that you only supply minerals to us and our Affiliates from sources that do not (i) contribute to conflict; and/or (ii) benefit or finance armed groups in the Democratic Republic of Congo or any adjoining country. You have adopted, and require your suppliers of minerals to adopt, conflict mineral policies and management systems.

12.5 You will permit us, and any person nominated by us, to have such access to your premises, personnel, systems, books and records as we may require to verify your compliance with this **Condition 12**. We also reserve the right to inquire and investigate your conduct to satisfy our self of your compliance with this **Condition 12** and to discontinue a business relationship with you if you or any of your officers, directors or employees is found to have breached any part of this **Condition 12**.

13. NOTICE

13.1 Notices and other communications provided for the purposes of a Contract will be in writing, in English and delivered by courier or by hand to the relevant party's address as specified on the Order (or such other address which is notified to the other party in writing from time to time), in the case of a notice to us, marked for the attention of such person as we specify.

14. EXPORT / IMPORT / ECONOMIC SANCTIONS CONTROLS

14.1 You agree to comply with all applicable export controls and import and economic sanctions laws and regulations, including those of the United States of America, and your country of incorporation, from where the Goods will be supplied, where the Goods will be received and any other relevant jurisdiction. You will also obtain, as required, and comply with all applicable government authorizations and their provisos in supplying the Goods. Without limiting the foregoing, you will not transfer any export controlled item, data or services provided by us in relation to the Contract, to include transfer to any persons, including those persons employed by or associated with, or under contract to you or you lower-tier suppliers, without the authority of an applicable licence, exemption or exception.

14.2 You will provide to us all information necessary to support any regulatory or government authorization requirements we have regarding the Goods.

14.3 You will indemnify us and our Affiliates for all Losses arising out of any breach by you of this Clause 14.

15. COMPLIANCE

15.1 Seller agrees to comply with the applicable provisions of any federal, state or local law or ordinance and all lawful

orders, rules, and regulations issued thereunder. Seller shall also comply with any provisions, representations or agreements, or contractual clauses required thereby to be included or incorporated by reference or operation of law in the contract resulting from acceptance of an Order and dealing with Equal Opportunity, Employment of Veterans, Employment of the handicapped, Employment Discrimination Because of Age, Utilization of Disadvantaged Business Enterprises, and the related Acts and Executive Orders as now or hereafter amended or codified. Required regulations relative to Affirmative Action and Equal Employment Opportunity are incorporated by specific reference to Executive Order 11246, As Amended; 41 C.F.R. § 60-1.4; 41 C.F.R. § 60-300.5; 41C.F.R. § 60-741.5, As Amended; and Executive Order 13496, 29 C.F.R. Part 471 Appendix A. This contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a) and 41 CFR 60300.5(a). These regulations prohibit discrimination against qualified individuals on the basis of disability and qualified protected veterans, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities and qualified protected veterans. Seller certifies that it is in compliance with the requirement for non-segregated facilities set forth in 41 CFR Chapter 60-1.8. Further, Seller warrants that each chemical substance constituting or contained in goods sold or otherwise transferred to Purchaser hereunder is on the list of chemical substances compiled and published by the Administrator of the Environmental Protection Agency pursuant to the Toxic Substances Control Act (15 USC Sec. 2601 et. seq.) as amended.

- 15.2 Seller certifies and guarantees that the goods supplied hereunder are in compliance with applicable sections of the Federal Hazardous Substances Act (15 USC Sec. 2051 et. seq.) as amended, and the Consumer Product Safety Act (15 USC Sec. 1261 et. seq.) as amended, and lawful standards and regulations thereunder. In accepting an Order Seller represents that the goods to be furnished thereunder were or will be produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended, including Section 12(a). Seller shall provide certificates of origin relating to the goods purchased hereunder within the meaning of the rules of origin of the NAFTA preferential duty provisions, which will include a statement as to whether the goods in question were produced in the United States, Mexico, or Canada, or, if the country of origin or manufacture is not NAFTA eligible, then a statement as to the country of origin or manufacture.
- 15.3 (No goods or services provided hereunder have been produced using forced, indentured or convict labor or using the labor of persons in violation of the minimum working age law in the country of manufacture or, in the case of services, where the services are rendered; (2) It shall comply with all laws regarding improper or illegal payments, gifts or gratuities; and Seller agrees not to pay, promise to pay or authorize the payment of any money or anything of value, directly or indirectly, to any person or entity for the purpose of illegally or improperly inducing a decision or obtaining or retaining business or any advantage in connection with this Purchase Order; (3) It has not paid or provided any gratuity for the benefit of any agent representative or employee or Purchaser other than in accordance with Purchaser's applicable policies; and (4) It has not engaged in any sharing or exchange of prices, costs or other competitive information or undertaken any other collusive conduct with any third party supplier or bidder in connection with the preparation or submission of any bid or proposal to Purchaser or the negotiation of this Purchase Order.
- 15.4 Supplier will comply with all US export controlled information (for further definition of this see 22 CFR § 120.10, and 15 CFR § 772.1), the parties agree that the receiving party under this Agreement shall not authorize further disclosure, nor export, re-export or retransfer (see 22 CFR §§120.17, 123.9 and 15 CFR § 772.1), such Confidential Information to any non US person (see 22 CFR §120.15 and 15 CFR § 734.2b), or any person or entity listed on the "denied parties/persons" lists, in contravention of the United States export laws or other laws or regulations of the country of the other party to this Agreement.
- 15.5 To the extent that Supplier receives from Purchaser any Sensitive Security Information, as defined by 49 C.F.R. § 1520 ("SSI"), the parties agree that any discloser or recipient of SSI under this Agreement shall strictly comply with the handling, disclosure and marking requirements with respect to SSI under 49 C.F.R. § 1520. Supplier expressly acknowledged that its products or services may be incorporated into a government contract, and that it may be determined to be a government subcontractor or supplier. To the extent that Supplier is a

government supplier or contractor, it shall strictly comply with any and all flow-down requirements contained in Purchaser's US government prime contracts

16. EHS

16.1 Seller represents, warrants, certifies and covenants that: (1) It shall perform all activities required under this Purchase Order and deliver the goods and services required hereunder in compliance with all applicable laws rules and regulations and take appropriate actions to protect local environmental quality; (2) Each chemical substance constituting or contained in goods sold or otherwise transferred to Purchaser hereunder is on the list of chemical substances compiled and published by the Administrator of the Environmental Protection Administration pursuant to the Toxic Substances Control Act (15 USC Section 2601 et seq.), as amended and the European Inventory of Existing Commercial Chemical Substances (EINECS) or the European List of Notified Chemical Substances (ELINCS) or equivalent lists in any other jurisdiction to which Purchaser informs Seller the goods will likely be shipped; (3) To the extent that any goods or other materials sold or otherwise transferred to Purchaser hereunder contain hazardous materials, Seller shall provide all relevant information pursuant to Occupational Safety and Health Act (OSHA) regulations 29 CFR 1910,1200 including a completed Material Safety Data Sheet (OSHA Form 20) and mandated labeling information; and (4) Goods and other materials sold or otherwise transferred to Purchaser hereunder shall not contain arsenic, asbestos, benzene, carbon tetrachloride, lead, cadmium, or chemicals restricted under the law of the countries into which Product is shipped, unless expressly agreed otherwise by Purchaser in writing.

16.2 The RoHS2 Directive aims to reduce the risks to human health and the environment by replacing and restricting hazardous chemical substances in electric and electronic equipment, and to improve the prospects of cost-effective and sustainable recycling of material waste from electronic and electronic equipment. If Seller manufactures Electrical or Electronic Equipment and/or components and/or parts used in such Equipment, Seller is obliged to ensure compliance with RoHS2 Directive 2011/65/EU and must bear the responsibility of ensuring their obligations regarding the appropriate laws and legislations are observed.

17. PURCHASE ORDER/SUBCONTRACT SPECIAL CONDITIONS:

- 1) **SUSPENSION/DEBARMENT:** The Seller shall provide immediate notice to Purchaser in the **event of being suspended, debarred or declared ineligible by any federal agency, or upon** receipt of a notice of proposed debarment during the performance of this order.
- 2) **DUTY FREE IMPORT:** If a domestic Seller intends to procure any materials from offshore (non US) concerns, and to obtain duty free import under Purchaser's prime contract, Seller must obtain permission from Purchaser and advise Purchaser, in writing, of Seller's offshore order number and value.
- 3) **ANTI-KICKBACK:** By acceptance of this purchase order, Seller certifies that it has not paid any kickbacks and is in compliance with the Anti-Kickback Act of 1986, 41 USC 51-58, and further, Seller agrees to indemnify Purchaser for any costs, liabilities or administrative offsets incurred by Purchaser as a result of violations or alleged violations of FAR 52.203-7, "Anti-Kickback Procedures", by Seller, its employees, its subcontractors or their employees.
- 4) **PRICING:** When costs are a factor in any determination of the price to be paid hereunder, including price adjustments pursuant to the provision of this purchase order, such cost shall be in accordance with part 31 of the FAR and the DFARS in effect under Purchaser's Prime Contract.
- 5) **TECHNICAL DATA:** Seller shall indemnify Purchaser for any withholdings, claims, damages and expenses resulting from any assertion by the Government of its rights under DFARS 252.227-7030, "Technical Data - Withholding of Payment" and DFARS 252.246-7001, "Warranty of Data", and arising in whole or in part out of any failure by Seller to deliver technical data or any deficiency in said technical data as delivered, including, but not limited to, the presence of restrictive markings thereon not specifically authorized by this purchase order.
- 6) **PRICE REDUCTION FOR DEFECTIVE COST OR PRICING:** (applicable to this order or any modification thereof for which cost or pricing data has been required.) If any price, including profit or fee, negotiated in

connection with this order or any modification thereof or any cost reimbursable under this order, including modifications thereof, was increased by any significant sums because:

- (a) Seller furnished cost or pricing data, which was not accurate, complete and current as certified in Seller's certificate of current cost or pricing data;
 - (b) A subcontractor of Seller pursuant to the clauses of this purchase order entitled "Subcontractor Cost or Pricing Data-Modifications", or any Subcontract clause therein required, furnished cost or pricing data, which was not accurate, complete and current as certified in Seller's Certificate of Current Cost or Pricing Data;
 - (c) A subcontractor or prospective subcontractor of Seller furnished cost or pricing data which was required to be accurate, complete and current and to be submitted to support a Subcontract cost estimate furnished by the subcontractor but which was not accurate, complete and current as of the date certified in the subcontractor's Certificate of Current Cost or Pricing Data; or
 - (d) If Seller or its subcontractor, or prospective Seller or its subcontractor furnished any data, not within (a), (b), or (c) above, which was not accurate, complete, and current as submitted, then the price or cost shall be reduced accordingly and the purchase order shall be modified in writing as may be necessary to reflect such reduction. Seller agrees to indemnify Purchaser for any costs, liabilities, and expenses resulting from failure of Seller or any subcontractor or supplier of any tier hereunder, incurred by Purchaser as a result of Seller's or its subcontractor's defective cost or pricing data.
- 7) GOVERNMENT PROPERTY/MATERIAL: Seller shall provide Purchaser with written notice, at least sixty (60) days in advance, of Seller's intention to acquire or fabricate special test equipment in support of the requirements under this purchase order.
- If property/material is provided for use on this purchase order (or charged to a cost reimbursement or time and materials order), Seller shall maintain and administer, in accordance with FAR part 45.5, a program for the utilization, maintenance, protection, preservation and accountability of such property/material, and Seller shall comply with all applicable provisions of FAR part 45 regarding the use, control, and responsibility for such Government Property.
- 8) GOVERNMENT FACILITIES: Unless this purchase order authorizes the use of Government owned facilities, Seller must negotiate the use of Government owned facilities used in the manufacture of Goods purchased hereunder with the appropriate Government agency furnishing Government facilities to Seller. All charges to Purchaser for such use must be concurrently billed as a separate item aside from all other costs. If this purchase order authorizes rent-free use of Government facilities, Seller agrees that it will not directly or indirectly, through overhead charges or otherwise, seek reimbursement under this purchase order for any rental charge paid by the Seller for the use on other contracts of the facilities referred to herein. Any Subcontract hereunder which authorizes the subcontractor to use Government facilities on a no-charge basis shall contain a provision to the same effect as stated herein.
- 9) DIRECT SHIPMENTS TO THE US GOVERNMENT: If deliveries of Goods including data under this purchase order are to be made directly to the Government, Seller agrees to prepare and distribute the DOD form 250, "Material Inspection and Receiving Report", as set forth in part 53 of DFARS, and to enter thereon the price of all Government Furnished Material (GFM) included in items so delivered to the Government. The Government has agreed that the Government will make the price of GFM available to Seller. However, no delivery shall be delayed by reason of failure of the Government to furnish such prices to Seller. Seller shall include a similar provision in each Subcontract hereunder.
- 10) PROCUREMENT INTEGRITY: Seller agrees to comply with the requirements of section 27 of the "Office of Federal Procurement Policy Act" (41 USC 423), as amended by section 814 of Public Law 101-189, and with the implementing regulations contained in FAR 3.104, and agrees to indemnify Purchaser for any costs and liabilities incurred by Purchaser as a result of violations of the act or regulations by Seller, its employees, its agents, its consultants, or subcontractors, or their employees.
- 11) CONDITIONAL GOVERNMENT SOURCE INSPECTION: During the performance of this order, Seller's quality control system, inspection system and manufacturing processes are subject to review, verification

- and analysis by authorized Government representatives. Inspection and release of material covered by this order by a Government representative prior to shipment is not required unless Seller is otherwise notified.
- 12) COST ACCOUNTING STANDARDS ("CAS"): (Applicable when CAS is incorporated in this order.)
Seller agrees to indemnify Purchaser for any costs, liabilities, and other expenses that result from Seller's failure to comply with an applicable cost accounting standard, or failure to comply with Public Laws 91-379 and 100-679.
- 13) NOTICE OF EMPLOYMENT OF FORMER UNITED STATES GOVERNMENT EMPLOYEES (SERVICE CONTRACTS):
- a. This clause implements the Federal Workforce Restructuring Act of 1994 ("Buyout"), P.L. 103-226. The following requirements apply to any contract, task order, or other arrangement for service contracts entered into after March 30, 1994 and immediately upon knowledge of such arrangements.
 - b. The Seller shall provide, along with the submittal, the following notice and certification of employment of employee(s) who were previously employed by the United States Government and received the voluntary separation incentive payment ("buyout"). This notice is required immediately upon the Seller's knowledge at any time during the contract period. The Contractor shall provide notice to employees that in accordance with the buyout legislation, the buyout employee performing on a personal service contract for the United States Government is required to repay the buyout incentive.
 - c. Notice will be on Seller's company letterhead and adhere to the following format:

NOTICE OF EMPLOYMENT OF FORMER UNITED STATES GOVERNMENT EMPLOYEES (SERVICE CONTRACTS)

The following individuals are former United States Government employees who are presently employed by [company name].

This company has not hired and does not intend to hire any former United States Government employees who took the buyout. Seller's Certification

On behalf of _____ [company name] I certify that the above information is accurate and complete to the best of my knowledge.

[Name of Company Representative]

Contracting Officer's Certification

I have reviewed the above information and have determined that:

____ The buyout legislation has not been violated.

____ The employment is in violation of the buyout legislation and the employee is required to repay the incentive payment. The Contractor shall remind the employee of his/her obligation to pay.

[Contracting Officer's Name]

Date

14. QUALIFICATIONS OF EMPLOYEES:

The Purchaser will provide notice to the Seller when any Seller employee is found to unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The Seller shall take appropriate action, including the removal of such employees from working on this TSA contract, at their own expense. The Seller agrees to insert terms that conform substantially to the language of this clause in all subcontracts under this contract.

15. FOREIGN NATIONALS AS CONTRACTOR EMPLOYEES:

Each employee of the Seller who have access to Explosive Detection System data, shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card form I-151, or who presents other evidence from the

Immigration and Naturalization Service that employment will not affect his/her immigration status. The Seller agrees to provide country of citizenship and evidence of legal status of its employees working under this contract.

18. SECURITY SENSITIVE INFORMATION:

This Order may contain Sensitive Security Information (SSI) that is controlled under 49 CFR parts 15 and 1520. SSI information may not be disclosed to persons without a "need to know," as defined in 49 CFR parts 15 and 1520, except with the written permission of the Administrator of the Transportation Security Administration or the Secretary of Transportation. Unauthorized release may result in civil penalty or other action. For US government agencies, 5 USC 552 and 49 CFR parts 15 and 1520 govern public disclosure.

19. FEDERAL ACQUISITION REGULATION (FAR) CLAUSES

The following clauses and those in subsequent appendices in effect on date of the order are hereby incorporated by reference, to the extent they apply to Purchaser's contract with the Government. However, in the event of a conflict between the clauses listed below and the Purchaser's Prime Contract, the Purchaser's Prime Contract shall prevail. Where applicable, the terms "government", "Contracting Officer", and similar terms shall mean Purchaser, and the term "Contractor" and similar terms shall mean Seller. The full text of a clause may be accessed electronically at URL: <http://farsite.hill.af.mil/vffar1.htm>

FAR CLAUSES	
52.202-1	DEFINITIONS
52.203-3	GRATUITIES
52.203-5	COVENANT AGAINST CONTINGENT FEES
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
52.203-15	WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (SECTION 1553 OF PUB. L. 111-5)
52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST, DEC. 2011
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENTS TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS
52.204-2	SECURITY REQUIREMENTS
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.204-5	WOMAN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS)
52.204-9	PERSONAL IDENTITY VERIFICATION OR CONTRACTOR PERSONNEL
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS
52.204-11	AMERICAN RECOVERY AND REINVESTMENT ACT—REPORTING REQUIREMENTS (MAR 2009) (PUB. L. 111-5)
52.209-3	FIRST ARTICLE APPROVAL – CONTRACTOR TESTING
52.209-5	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.211-5	MATERIAL REQUIREMENTS
52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE
52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (IF DPAS RATING INDICATED ON

52.212-4	CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (MAR 2009) DEVIATION (FEB 2007), AND 52.212-4 ALTERNATE I (MAR 2009) DEVIATION (FEB 2007). THE BASIC CLAUSE IS
52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (MAR 2009), ALTERNATE II (MAR 2009)
52.214-26	AUDIT AND RECORDS-SEALED BIDDING
52.214-28	SUBCONTRACTOR COST OR PRICING DATA—MODIFICATIONS—SEALED BIDDING
52.215-6	PLACE OF PERFORMANCE
52.215-8	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
52.215-14	INTEGRITY OF UNIT PRICES
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES
52.215-20	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA.
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA – MODIFICATIONS
52.215-22	LIMITATIONS ON PASS-THROUGH CHARGES – IDENTIFICATION OF SUBCONTRACT EFFORT
52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES
52.215-26	INTEGRITY OF UNIT PRICES
52.216-7	ALLOWABLE COST AND PAYMENT
52.216-19	ORDER LIMITATION
52.216-22	INDEFINITE QUANTITY
52.216-26	PAYMENTS OF ALLOWABLE COSTS BEFORE DEFINITIZATION
52.219-22	SMALL DISADVANTAGED BUSINESS STATUS
52.219-16	LIQUIDATED DAMAGES – SMALL BUSINESS SUBCONTRACTING PLAN
52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
52.222-2	SMALL DISADVANTAGED BUSINESS STATUS
52.222-3	CONVICT LABOR
52.222-11	SUBONTRACTS (LABOR STANDARDS)
52.222-12	CONTRACT TERMINATION – DEBARMENT
52.222-18	CERTIFICATIN REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS
52.222-19	CHILD LABOR—COOPORATION WITH AUTHORITIES AND REMEDIES
52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT
52.222-39	NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES
52.222-41	SERVICE CONTRACT ACT OF 1965
52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT – PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)
52.222-44	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT – PRICE ADJUSTMENT
52.222-50	COMBATTING TRAFFICKING IN PERSONS
52.222-51	EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT ACT TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT—REQUIREMENTS
52.222-53	EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT ACT TO CONTRACTS FOR CERTAIN SERVICES—REQUIREMENTS (FEB 2009) (41 USC 351, ET SEQ.)
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)

52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA
52.223-4	RECOVERED MATERIAL CERTIFICATION
52.223-6	DRUG-FREE WORKPLACE
52.223-7	NOTICE OF RADIOACTIVE MATERIALS 52.223-11 OZONE-DEPLETING SUBSTANCES
52.223-10	WASTE REDUCTION PROGRAM
52.223-14	TOXIC CHEMICAL RELEASE REPORTING (EXCEPT PARAGRAPH E) (IF ORDER EXCEEDS \$100,000). (IF REQUIRED, THE SUPPLIER AGREES TO SUBMIT THE CERTIFICATION
52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS
52.224-2	PRIVACY ACT
52.225-1	BUY AMERICAN ACT – SUPPLIES
52.225-2	BUY AMERICAN ACT–NORTH AMERICAN FREE TRADE AGREEMENT–ISRAELI TRADE ACT
52.225-5	TRADE AGREEMENTS
52.225-8	DUTY-FREE ENTRY
52.225-9	BUY AMERICAN ACT – CONSTRUCTION MATERIALS
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-11	PATENT RIGHTS – RETENTION BY THE CONTRACTOR (SHORT FORM)
52.227-12	PATENT RIGHTS – RETENTION BY THE CONTRACTOR (LONG FORM)
52.227-14	RIGHTS IN DATA—GENERAL
52.227-19	COMMERCIAL COMPUTER SOFTWARE-RESTRICTED RIGHTS
52.228-3	WORKER’S COMPENSATION INSURANCE (DEFENSE BASE ACT)
52.228-4	WORKER’S COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS
52.228-5	INSURANCE – WORK ON A GOVERNMENT INSTALLATION
52.229-3	FEDERAL, STATE AND LOCAL TAXES
52.229-4	FEDERAL, STATE AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS)
52.229-6	TAXES – FOREIGN FIXED-PRICE CONTRACTS
52.229-7	TAXES – FIXED-PRICE CONTRACTS WITH FOREIGN GOVERNMENTS
52.230-2	COST ACCOUNTING STANDARDS
52.232-1	PAYMENTS
52.232-8	DISCOUNTS FOR PROMPT PAYMENT
52.232-11	EXTRAS
52.232-16	PROGRESS PAYMENTS (APPLIES ONLY IF SPECIFIED IN ORDER)
52.232-17	INTEREST
52.232-19	AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR
52.232-23	ASSIGNMENT OF CLAIMS
52.232-25	PROMPT PAYMENT
52.232-32	PERFORMANCE-BASED PAYMENTS
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTACTOR REGISTRATION
52.233-1	DISPUTES
52.233-3	PROTEST AFTER AWARD
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
52.236-13	ACCIDENT PREVENTION
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION
52.237-3	CONTINUITY OF SERVICES

52.237-8	RESTRICTION ON SEVERENCE PAYMENTS TO FOREIGN NATIONALS
52.239-1	PRIVACY OR SECURITY SAFEGUARDS
52.242-3	PENALTIES FOR UNALLOWABLE COSTS
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS
52.242-13	BANKRUPTCY
52.242-15	STOP-WORK ORDER
52.243-1	CHANGES—FIXED PRICE
52.243-3	CHANGES—TIME-AND-MATERIALS OR LABOR-HOURS
52.243-7	NOTIFICATION OF CHANGES
52.244-2	SUBCONTRACTS
52.244-5	COMPETITION IN SUBCONTRACTING
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS
52.245-2	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS)
52.245-17	SPECIAL TOOLING (APPLICABLE TO ANY ORDER THAT INVOLVES SPECIAL TOOLING)
52.246-1	CONTRACTOR INSPECTION REQUIREMENTS
52.246-2	INSPECTION OF SUPPLIES
52.246-19	WARRANTY OF SYSTEMS AND EQUIPMENT UNDER PERFORMANCE SPECIFICATIONS OR DESIGN CRITERIA
52.246-24	LIMITATION OF LIABILITY—HIGH-VALUE ITEMS
52.246-25	LIMITATION OF LIABILITY—SERVICES
52.247-1	COMMERCIAL BILL OF LADING NOTATIONS (APPLIES ONLY WHERE DIRECT SHIPMENT TO THE GOVERNMENT IS SPECIFIED)
52.248-1	VALUE ENGINEERING
52.249-14	EXCUSABLE DELAYS
52.249-2	TERMININATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
52.250-1	INDEMNIFICATION UNDER PUBLIC LAW 85-804
52.250-3	SAFETY ACT BLOCK DESIGNATION/CERTIFICATION
52.250-4	SAFETY ACT PRE-QUALIFICATION DESIGNATION NOTICE
52.250-5	SAFETY ACT-EQUITABLE ADJUSTMENT
52.252-2	CLAUSE INCORPORATED BY REFERENCE
52.253-1	COMPUTER GENERATED FORMS

20. FAR CLAUSES ACTIVATED BY CONTRACT VALUE:

1. The following FAR clauses apply to this Order if the value of this Order equals or exceeds \$10,000:

- 52.222-21 CERTIFICATION OF NONSEGREGATED FACILITIES
- 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS
- 52.222-25 AFFIRMATIVE ACTION COMPLIANCE**
- 52.222-26 EQUAL EMPLOYMENT OPPORTUNITY**

2. The following FAR clauses apply to this Order if the value of this Order equals or exceeds \$15,000:

52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES

3. The following FAR clauses apply to this Order if the value of this Order equals or exceeds \$25,000:

- 52.225-3 BUY AMERICAN ACT--NORTH AMERICAN FREE TRADE AGREEMENT--ISRAELI TRADE ACT
- 52.225-4 BUY AMERICAN ACT NORTH AMERICAN FREE TRADE AGREEMENT--ISRAELI TRADE ACT CERTIFICATE

3. The following FAR clauses apply to this Order if the value of this Order equals or exceeds \$100,000:

52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS

- 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA

4. The following FAR clauses apply to this Order if the value of this Order equals or exceeds \$150,000:

- 52.203-6 RESTRICTIONS ON SUBCONTRACT SALES TO THE GOVERNMENT
- 52.203-7 ANTI-KICKBACK PROCEDURES
- 52.203-11 CERTIFICATION OF DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
- 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
- 52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST
- 52.215-2 AUDIT AND RECORDS – NEGOTIATION
- 52.215-14 INTEGRITY OF UNIT PRICES
- 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES
- 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS
- 52.222-4 CONTRACT WORK HOURS AND SAFETY
- 52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS
- 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT
- 52.227-1 AUTHORIZATION AND CONSENT
- 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
- 52.248-1 VALUE ENGINEERING

5. The following FAR clauses apply to this Order if the value of this Order equals or exceeds \$500,000:

- 52.215-16 FACILITIES CAPITAL COST OF MONEY
- 52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY
- 52.222-50 COMBATTING TRAFFICKING IN PERSONS

6. The following FAR clauses apply to this Order if the value of this Order equals or exceeds \$650,000: 52.219-9 SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN (JUL 2013)

7. The following FAR clauses apply to this Order if the value of this Order equals or exceeds \$700,000:

- 52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA – MODIFICATIONS
- 52.215-12 SUBCONTRACTOR COST OR PRICING DATA
- 52.215-13 SUBCONTRACTOR COST OR PRICING DATA – MODIFICATIONS
- 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION

8. The following FAR clauses apply to this Order if the value of this Order equals or exceeds \$5,000,000: 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (EXCEPT FOR PERFORMANCE PERIOD OF 120 DAYS OR LESS)

- 52.203-14 DISPLAY OF HOTLINE POSTERS (EXCEPT FOR ACQUISITION OF COMMERCIAL ITEM OR SUBCONTRACT PERFORMED ENTIRELY OUTSIDE THE US)

21. DEPARTMENT OF DEFENSE FEDERAL ACQUISITION REGULATION (DFAR) CLAUSES

IF AN ORDER IS PLACED UNDER A DEPARTMENT OF DEFENSE (DOD) CONTRACT, THE FOLLOWING FEDERAL ACQUISITION REGULATIONS (DFAR) CLAUSES APPLY:	
252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES
252.204-7000	DISCLOSURE OF INFORMATION
252.208-7000	INTENT TO FURNISH PRECIOUS METALS AS GOVERNMENT-FURNISHED MATERIAL
252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST
252.209-7002	DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT

252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE
252.211-7000	ACQUISITION STREAMLINING
252.215-7000	PRICING ADJUSTMENTS
252.211-7003	ITEM IDENTIFICATION AND VALUATION
252.215-7003	EXCESSIVE PASS-THROUGH CHARGES – IDENTIFICATION OF SUBCONTRACT EFFORT
252.215-7004	EXCESSIVE PASS-THROUGH CHARGES
252.219-7003	SMALL, SMALL DISADVANTAGED, AND WOMAN OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)
252.223-7001	HAZARD WARNING LABELS
252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM
252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS
252.225-7003	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES
252.225-7004	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES
252.225-7007	BUY AMERICAN ACT/TRADE AGREEMENTS/BALANCE OF PAYMENT
252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES
252.225-7013	DUTY FREE ENTRY
252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (WITH ALT I)
252.225-7015	PREFERENCE FOR DOMESTIC HAND OR MEASURING TOOLS
252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS
252.225-7017	PROHIBITION ON AWARD TO COMPANIES OWNED BY THE PEOPLE'S REPUBLIC OF CHINA
252.225-7019	RESTRICTION ON ACQUISITION OF ANCHOR AND MOORING CHAIN
252.225-7021	TRADE AGREEMENTS
252.225-7022	RESTRICTIN ON ACQUISITION OF POLYACRLONITRILE (PAN)
252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS
252.225-7026	REPORTING OF CONTRACT PERFORMANCE OUTSIDE OF THE UNITED STATES
252.225-7027	RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES
252.225-7028	EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS
252.225-7030	RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE
252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL
252.225-7032	WAIVER OF UNITED KINGDOM LEVIES (IF ORDER WITH A UNITED KINGDOM FIRM IS OVER
252.225-7033	WAIVER OF UNITED KINGDOM LEVIES
252.225-7037	DUTY-FREE ENTRY – ELIGIBLE END PRODUCTS
252.227-7038	PATENT RIGHTS – OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS)
252.227-7039	CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY US ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES PATENTS – REPORTING OF SUBJECT
252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS
252.227-7013	RIGHTS IN TECHNICAL DATA – NONCOMMERCIAL ITEMS
252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION –
252.227-7015	TECHNICAL DATA-COMMERCIAL ITEMS
252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION
252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS
252.227-7018	RIGHTS IN NONCOMMERCIAL TECHNICAL DATA AND COMPUTER SOFTWARE— SMALL BUSINESS INNOVATIVE RESEARCH (SBIR) PROGRAM
252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS-COMPUTER SOFTWARE —
252.227-7020	RIGHTS IN SPECIAL WORKS
252.227-7021	RIGHTS IN DATA—EXISTING WORKS
252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS —
252.227-7026	DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE (IF DELIVERY OF TECHNICAL DATA IS REQUIRED)
252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE (IF DELIVERY OF TECHNICAL DATA IS REQUIRED)

252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT TECHNICAL DATA – WITHHOLDING
252.227-7030	TECHNICAL DATA – WITHHOLDING OF PAYMENT–
252.227-7032	RIGHTS IN TECHNICAL DATA AND COMPUTER SOFTWARE (FOREIGN)
252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY
252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA
252.231-7000	SUPPLEMENTAL COST PRINCIPLES
252.232-7004	DOD PROGRESS PAYMENT RATES (APPLIES ONLY IF SPECIFIED IN ORDER)
252.235.7003	FREQUENCY AUTHORIZATION
252.243-7001	PRICING OF CONTRACT MODIFICATIONS
252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD)
252.246-7001	WARRANTY OF DATA (IF ORDER REQUIRES TECHNICAL DATA)
252.246.7007	CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM
252.246.7008	SOURCES OF ELECTRONIC PARTS
252.247-7022	REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)
252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA
252.247-7024	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA
252.249-7002	NOTIFICATION OF PROPOSED PROGRAM TERMINATION OR REDUCTION
352.290-9017	PROTECTION OF UNCLASSIFIED DOD INFORMATION ON NON-DOD SYSTEMS

22. DFAR CLAUSES ACTIVATED BY CONTRACT VALUE:

1. The following DFAR Supplement clauses apply to this Order if the value of this order equals or exceeds **\$100,000:**

252.209-7000 ACQUISITION UNDER INF TREATY

2. The following DFAR Supplement clauses apply to this Order if the value of this order equals or exceeds **\$650,000:**

252.219-7000 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN

23. HOMELAND SECURITY ACQUISITION REGULATIONS (HSAR):

IF AN ORDER IS PLACED UNDER A HOMELAND SECURITY PRIME CONTRACT, THE FOLLOWING HSAR SUPPLEMENT CLAUSES APPLY:	
3052-204-70	SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY
3052-204-71	CONTRACTOR EMPLOYEE ACCESS
3052-209-70	PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES
3052-209-72	ORGANIZATIONAL CONFLICTS OF INTEREST
3052-211-70	INDEX FOR SPECIFICATIONS
3052-216-74	SETTLEMENT OF LETTER CONTRACT
3052-219-70	SMALL BUSINESS SUBCONTRACTING PLAN REPORTING
3052-222-70	STRIKES OR PICKETING AFFECTING TIMELY COMPLETION OF THE CONTRACT
3052-236-70	SPECIAL PROVISIONS FOR WORK AT OPERATING AIRPORTS
3052-242-71	DISSEMINATION OF CONTRACT INFORMATION
3052-242-72	CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE

24. NATIONAL AERONAUTICS AND SPACE ADMINISTRATION (NASA) REGULATIONS:

IF AN ORDER IS PLACED UNDER A NATIONAL AERONAUTICS AND SPACE ADMINISTRATION (NASA) CONTRACT, THE FOLLOWING NASA FAR SUPPLEMENT CLAUSES APPLY:	
18-52.204-76	SECURITY REQUIREMENTS FOR UNCLASSIFIED AUTOMATED INFORMATION RESOURCES
18-52.208-81	RESTRICTIONS ON PRINTING AND DUPLICATING
18-52.219-74	USE OF RURAL AREA SMALL BUSINESSES
18-52.219-75	SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING
18-52.219-76	NASA SMALL AND DISADVANTAGED BUSINESS GOAL
18-52.223-70	SAFETY AND HEALTH (APPLIES TO ORDERS IN EXCESS OF \$1,000,000 OR THAT INVOLVE USE OF HAZARDOUS MATERIALS OR OPERATIONS)

18-52.227-14	RIGHTS IN DATA - GENERAL
18-52.242-73	NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING
18-52.244-70	GEOGRAPHIC PARTICIPATION IN THE AEROSPACE PROGRAM
18-52.245-73	FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS

24. TRANSPORTATION SECURITY ADMINISTRATION (TSA) CLAUSES:

IF AN ORDER FOR PURCHASE ORDERS OR SUBCONTRACTS UNDER A TRANSPORTATION SECURITY ADMINISTRATION (TSA) PRIME CONTRACT, THE FOLLOWING FAA OR TSA CLAUSES APPLY:	
1.13-5	CONTRACTOR QUALITY CONTROL (JULY 2003)
3.1.8.1	CANCELLATION, RESCISSION, AND RECOVER OF FUNDS FOR ILLEGAL OR IMPROPER
3.1.7-4	ORGANIZATIONAL CONFLICT OF INTEREST
3.1.8-2	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
3.2.2.3-1	FALSE STATEMENTS IN OFFERS
3.2.2.2-8	AUDIT AND RECORDS
3.2.2.3-25	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
3.2.2.3-29	INTEGRITY OF UNIT PRICES
3.2.2.3-31	FACILITIES CAPITAL COST OF MONEY
3.2.2.3-32	WAIVER OF FACILITIES CAPITAL COST OF MONEY
3.2.2.3-37	NOTIFICATION OF OWNERSHIP CHANGES (SUBCONTRACTS EXCEEDING \$1,000,000)
3.2.2.3-67	SPECIAL PRECAUTIONS FOR WORK AT OPERATING AIRPORTS
3.2.2.7-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
3.2.2.8-1	NEW MATERIAL
3.2.5-1	OFFICIALS NOT TO BENEFIT
3.2.5-3	GRATUITIES OR GIFTS
3.2.5-4	CONTINGENT FEES
3.2.5-5	ANTI-KICKBACK PROCEDURES
3.2.5-8	WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES
3.6.3-16	DRUG FREE WORKPLACE
3.3.1-12	LIMITATION OF COST
3.3.1-15	ASSIGNMENT OF CLAIMS
3.3.2-1	TSA COST PRINCIPLES
3.5-18	COMMERCIAL COMPUTER SOFTWARE – RESTRICTED RIGHTS
3.6.2-4	WALSH-HEALEY PUBLIC CONTRACTS ACT
3.6.2-5	PROHIBITION OF SEGREGATED FACILITIES
3.6.2-7	PRE-AWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW
3.6.2-9	EQUAL OPPORTUNITY
3.6.2-39	TRAFFICKING IN PERSONS
3.6.2-12	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS
3.6.2-13	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
3.6.2-14	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF VIETNAM
3.6.3-1	CLEAN AIR AND WATER
3.6.3-2	CLEAN AIR AND CLEAN WATER CERTIFICATION
3.6.3-4	RECOVERED MATERIAL CERTIFICATION
3.6.3-10	CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING
3.6.3.11	TOXIC CHEMICAL RELEASE REPORTING
3.6.4-2	BUY AMERICAN ACT—SUPPLIES
3.10.1-1	NOTICE OF INTENT TO DISALLOW COSTS
3.10.1-2	PRODUCTION PROGRESS REPORTS
3.10.1-9	STOP-WORK ORDER
3.10.1-11	GOVERNMENT DELAY OF WORK
3.10.1-12	CHANGES--FIXED-PRICE

3.10.1-14	CHANGES--TIME AND MATERIALS OR LABOR HOURS
3.10.1-24	NOTICE OF DELAY
3.10.2-3	SUBCONTRACTS (TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS)
3.10.2-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS
3.10.4-2	INSPECTION OF SUPPLIES--FIXED-PRICE
3.10.4-5	INSPECTION--TIME-AND-MATERIAL AND LABOR-HOUR
3.10.4-23	CONTRACTOR AND SUBCONTRACTOR COMPLIANCE WITH FASTENER ACT
3.10.5-1	PRODUCT IMPROVEMENT/TECHNOLOGY ENHANCEMENT
3.10.6-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE)
3.10.6-3	TERMINATION (COST-REIMBURSEMENT) ALTERNATE IV
3.10.6-4	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
3.10.6-7	EXCUSABLE DELAYS

25. GENERAL SERVICES ADMINISTRATION (GSA) REGULATIONS:

IF AN ORDER IS PLACED UNDER A US GENERAL SERVICES ADMINISTRATION (GSA) PRIME CONTRACT, FOLLOWING CLAUSES APPLY:	
552.212-70	PREPARATION OF OFFER
552.212-73	EVALUATION-COMMERCIAL ITEMS
552.215-71	EXAMINATION OF RECORDS BY GSA
552.215-72	PRICE ADJUSTMENT OF INCOMPLETE, NOT CURRENT OR INACCURATE INFORMATION OTHER THAN COST OR PRICING DATA
552.219-74	GOALS FOR SUBCONTRACTING PLAN
552.238-74	SUBMISSION AND DISTRIBUTION OF AUTHORIZED FSS SCHEDULE PRICELISTS
552.243-72	MODIFICATIONS
552.246-73	WARRANTY

26. GENERAL

26.1 The Contract constitutes the entire agreement between the parties and supersedes any prior agreement or arrangement in respect of its subject matter and:

26.1.1 neither party has entered into the Contract in reliance upon, and it will have no remedy in respect of, any misrepresentation, representation or statement (whether made by the other party or any other person and whether made by the first party or any other person) which is not expressly set out in the Contract; and

26.1.2 nothing in **Condition 15.1** will limit or exclude the liability of any person for fraud or fraudulent misrepresentation.

26.2 A party's delay in exercising, partial exercising or failure to exercise a right or remedy the Contract will not constitute a waiver of, or prevent or restrict future exercise of, that or any other right or remedy. A waiver of any right, remedy, breach or default will only be valid if it is in writing and signed by the party giving it.

26.3 If any term of the Contract is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, such term will be deemed to be severed from the Contract and this will not affect the remainder of the Contract which will continue in full force and effect.

26.4 Variations to the Contract must be agreed in writing and signed by both parties.

26.5 No partnership, agency or joint venture between the parties will be created by the Contract.

26.6 Each party agrees that it is an independent contractor and is entering into the Contract as principal and not as agent for or for the benefit of any other person.

26.7 Each of our Affiliates will be entitled to enforce in their own capacity, as express third party beneficiaries, the terms of any Contract under which that Affiliate receives a benefit.

26.8 Save as provided in **Condition 15.7** the parties do not intend that any third party will be the beneficiary of, or entitled to enforce, any term of a Contract.

26.9 You may not assign, transfer, charge, hold on trust for any person or deal in any other manner with any of your rights under the Contract or to sub-contract any of your obligations under the Contract. We may assign a Contract to our Affiliates.

27. GOVERNING LAW AND JURISDICTION

27.1 The Contract and any non-contractual obligations arising in connection with it are governed by the law of the State of Delaware excluding its laws governing conflicts of laws. The federal and state courts in the State of Delaware have exclusive jurisdiction to determine any dispute arising in connection with the Contract and each party irrevocably waives any objection to venue or inconvenient forum. This Contract shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods.