



## TERMS AND CONDITIONS OF PURCHASE

November, 19, 2021

1. **GENERAL:** In the context of this agreement “buyer” is Specialty Saw, Inc. “Supplier” or “Seller” is the entity providing products and or services to Specialty Saw, Inc.
2. **OVERVIEW:** Specialty Saw, Inc. manufactures and services Commercial-Off-The-Shelf (COTS) and custom non-ferrous carbide circular saw blades and the Clean-Cuts® line of Hydraulic Hose Saws and Knives used to cut hydraulic, industrial, pneumatic, high pressure and specialty hoses. Our products have both commercial and government application. Specialty Saw, Inc. maintains ISO 9001 accreditation to meet customer requirements and drive continuous improvement initiatives.
3. **TERMS AND CONDITIONS - GENERAL:** No terms and conditions other than the terms and conditions set forth in this Order, including any terms and conditions in any document attached to or incorporated by reference, shall be binding upon Buyer unless accepted by it in writing signed by the Buyer's Purchasing Agent or General Manager. Buyer will not recognize claims based on verbal Orders. Notwithstanding any other provision of this Order, Buyer reserves expressly the right to revoke this Order at any time prior to receipt of notice of acceptance by Supplier. Acceptance is limited to the terms stated herein. All terms and conditions contained in any prior proposal or acknowledgment of this Order which are different from or in addition to the terms and conditions of this Order are hereby rejected and shall not be binding on Buyer, whether or not they would materially alter this Order and Buyer hereby objects thereto. Supplier will be deemed to have assented to all terms and conditions contained herein if any part of the goods and/or service covered by this Order is shipped or an invoice is presented in connection with the said goods and/or services.
4. **I. WARRANTY:** Seller expressly warrants that:
  - a) goods or services ordered shall be merchantable, shall conform to this Purchase Order, to specifications, drawings, or description relating to such goods and that such goods shall be fit and safe for the intended purposes and shall be free from defects in materials and workmanship;
  - b) it has clear title to the goods and that the goods and services shall be delivered free of liens and encumbrances;
  - c) goods shall be shipped on pallets free of 2,4,6-tribromoisole (TBA) and 2,4,6-tribromophenol (TBP), and are and will be in full compliance with all relevant Singapore laws that are the equivalent of the U.S. laws cited in these Terms and Conditions, including but not limited to all relevant Singapore environmental, hazardous materials and public safety laws;
  - d) to the extent applicable, the goods are compliant with EU RoHS (RoHS-1 and RoHS -2) Directives or country/regional equivalent and agrees to furnish evidence of compliance upon request Specialty Saw, Inc.;
  - e) goods do not contain any substances regulated as a substance of very high concern (SVHC) in Annex XIV of the EU Registration, Evaluation, Authorization of Chemicals (REACH) directive, unless explicit notification is provided to Buyer in advance and subsequently as new substances are added to the REACH and Annex XIV and Candidate List periodically;
  - f) goods are manufactured and provided to Buyer in a manner that complies with all applicable human rights laws, including local laws and international frameworks such as but not limited to

California Transparency in Supply Chain Act and provisions of the Dodd-Frank Act (conflict minerals rules). Seller further represents that the goods are conflict mineral-free, meaning any gold, tin, tantalum, or tungsten contained in the goods are sourced only from conflict – free zones, sources, and smelters.

**II. WARRANTY – ADDITIONAL:** Supplier warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance or use of the goods or services furnished hereunder shall not affect the Supplier's obligation under this warranty and such warranties shall survive inspection, test, acceptance and use. Supplier's warranty shall run to Buyer, its successors, assigns and customers and users of products sold by Buyer. Supplier agrees to replace or correct defects of any goods or services not conforming to the foregoing warranty promptly, without expense to Buyer, when notified of such nonconformity by Buyer, provided Buyer elects to provide Supplier with the opportunity to do so. In the event of failure of Supplier to correct defects in or replace nonconforming goods or services promptly, Buyer, after reasonable notice to Supplier, may make such corrections or replace such goods and services and charge Supplier for the cost incurred by Buyer in doing so.

5. **FLOWDOWN OF REQUIREMENTS:** Specialty Saw, Inc. requires that you adhere to any/all customer requirements flowed on the PO, drawing, or by other means, including any supplier quality manuals and/or related clauses, and to assure that you have the current revision of said documents. Additionally, as applicable, Specialty Saw, Inc. requires that you flow down all requirements to all interested parties internally and to any sub-tier suppliers performing work on this order.
6. **GE NUCLEAR END-USE:** Where PO indicates GE Nuclear, requirements per US Government End-Use listed in Sec. 7, below, will apply.
7. **US GOVERNMENT END-USE:** Where PO indicates US Government End-Use or GE Nuclear End-Use Export Controlled Information (ECI) per Sec. 8, below, will apply. Additionally, US Government (D)FAR clauses and amendments as indicated in Sec. 40-44, below, will apply.
8. **EXPORT CONTROLLED INFORMATION:** Where End-Use, Drawings and/or POs indicate *GE Nuclear or Government End-Use*, Export Controls (ITAR/EAR99) apply, and any related information (aka ECI or Technical Data) shall be handled as per controls enumerated through the Export Administration Regulations (EAR), implemented by the Department of Commerce for items that have both a commercial and potential military use, and the International Traffic in Arms Regulations (ITAR), implemented by the Department of State. Failure to secure such data may be subject to both criminal and administrative penalties. Fines for export violations, including anti-boycott violations, can reach up to \$1,000,000 per violation in criminal cases, and \$250,000 per violation in most administrative cases.
9. **CONFIDENTIAL INFORMATION:** All supplies, blueprints, sketches and other technical information furnished by Specialty Saw, Inc. shall be deemed confidential information of Specialty Saw, Inc. Such information shall not be reproduced, given to or disclosed to any third party without express written consent by Specialty Saw, Inc. See Patents – Proprietary Information - Advertising below for additional covenants.
10. **PERFORMANCE MONITORING:** In accordance with our ISO 9001-based management system, all suppliers of goods or services will be monitored for Quality and Delivery Performance. Suppliers failing to meet our requirements/expectations will be requested to take corrective action. Suppliers that continually fail to meet requirements/expectations may be removed from our approved list
11. **QUALIFICATION OF PERSONNEL:** Specialty Saw, Inc.'s suppliers and any sub-contractors will

assure the competency of any/all personnel involved in activities performed on behalf of Specialty Saw, Inc., or our customer(s). Where special certification of personnel is required, this should be made available to Specialty Saw, Inc. or our customer(s) upon request.

12. **ETHICAL BEHAVIOR:** As Specialty Saw, Inc. provides products for U.S. Government or regulated industry end-use, suppliers will assure their staff and any consultants or sub-contractors are aware of the importance of ethical behavior and accountability as it pertains to purchases in accordance with these terms. Under no circumstances will anything less than honest & ethical business practices be acceptable by Specialty Saw, Inc., its customer(s) and other interested parties under the terms of this PO.
13. **CHANGES - SUPPLIER:** Specialty Saw, Inc. must be informed of and must approve any change in processes, product or supplier made in the performance of the PO.
14. **CHANGES – BUYER:** Buyer shall have the right at any time to make changes in drawings, designs, specifications, materials, packaging, time and place of delivery and method of transportation. If any such changes cause an increase or decrease in the cost, or the time required for the performance, an equitable adjustment shall be made and this agreement.
15. **RIGHT OF ENTRY:** Specialty Saw, Inc., our customers and any applicable regulatory authorities maintain the right to access the supplier's facility and all applicable records associated with the order, during regular business hours, with limited notice. Where Government end use, Government Source Inspectors may perform onsite verification activities to assure product/process conformity.
16. **COMPLIANCE WITH LAWS:** Supplier warrants that all goods provided hereunder have been produced and all services performed are in compliance with applicable federal, state and local laws, ordinances, codes, rules, regulations or standards, including without limitation, the Fair Labor Standards Act and those pertaining to the manufacture, labeling, invoicing and sale of such goods or services, environmental protection, immigration, employment and occupational safety and health, including EEO and Affirmative Action, to which they are subject.
17. **STATE LAW:** This Order shall be governed in all respects by the laws of the Connecticut and all actions commenced pursuant hereto shall be brought in a court of competent jurisdiction residing in the Connecticut.
18. **HASCOM REPORTING.** If any of the items ordered herein constitute or contain "hazardous or toxic chemicals" as defined by any applicable Federal, State or local law, rule or regulation, Supplier shall provide at the time of delivery all required notices and information, including without limitation all Safety Data Sheets ("SDS") in approved form. Supplier agrees to maintain such information current and shall provide Buyer with any amended, altered or revised information on a timely basis. When this Order or the specifications referred to herein, requires documentation or certification, this requirement is a material requirement of this Order; Supplier's failure to provide such WAIVER. Buyer's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or Buyer's waiver of any breach hereunder shall not thereafter waive any other terms, conditions, or privileges, whether of the same or similar type.
19. **DELIVERY AND RISK OF LOSS:** Delivery shall be F.O.B. destination unless otherwise specified. The Supplier shall comply with the Buyer's standard routing and shipping instructions issued by the Buyer. If such instructions are not attached hereto or have not been previously received, instructions must be requested from the Buyer immediately. Each invoice shall show shipping charges as a separate item and shall contain the original or a copy of the bill indicating

that payment by Supplier for shipping has been made. Notwithstanding any agreement by Buyer to pay freight or other transportation charges. Delivery is not complete until the goods have been actually received and accepted the risk of loss or damage prior to completion of delivery shall be upon the Supplier, and any such loss or damage to goods or materials ordered hereunder shall not release Supplier from any obligation hereunder.

20. Specialty Saw, Inc. reserves the right to refuse C.O.D. shipments.
21. All material shall be properly packed for shipment. No additional charge will be allowed for packing, crating, freight, express or cartage unless specified on the Order. Any loss or IDENTIFICATION. All invoices, packing lists, packages, shipping notices, instruction manuals and other written documents affecting this Order shall contain the applicable order number. Packing lists shall be enclosed in each and every box or package shipped pursuant to this Order, indicating the content of such boxes or packages.
22. **SHIPMENT:** If delivery is not made by the date indicated in this Order, Buyer may, in addition to its other rights, cancel this Order, without any liability whatsoever. If in order to comply with Buyer's required delivery date it becomes necessary for Supplier to ship by a more expensive way than specified in this purchase order, any increased transportation costs resulting therefrom shall be paid for by Supplier unless the necessity for such rerouting or expedited handling has been caused by Buyer.
23. **RETURNS:** Payment for the goods delivered hereunder shall not constitute acceptance thereof. Buyer shall have the right to inspect such goods and to reject any or all of said goods which are in Buyer's judgment defective or nonconforming. Goods rejected and goods supplied in excess of quantities called for herein may be returned to Supplier at its expense and in addition to Buyer's other rights, Buyer may charge Supplier all expenses of unpacking, examining, repacking and reshipping such goods. In the event Buyer receives goods whose defects or nonconformities are not apparent on examination, Buyer reserves the right to require replacement, as well as payment of damages. Nothing contained in this purchase order shall relieve in any way the Supplier from the obligation of testing, inspection and quality control.
24. **PATENTS - PROPRIETARY INFORMATION - ADVERTISING:** Supplier agrees upon receipt of notification to promptly assume full responsibility for defense of any suit or proceeding which may be brought against Buyer or its agents, customers, or other Suppliers for alleged patent infringement, as well as for any alleged unfair competition resulting from similarity in design, trademark or appearance of goods, or services furnished hereunder, and Supplier further agrees to indemnify Buyer, its agents and customers against any and all expenses, losses, royalties, profits and damages, including court costs and attorneys' fees resulting from any such suit or proceeding, including any settlement. Buyer may be represented by and actively participate through its own counsel in any such suit or proceeding if it so desires, and the costs of such representation shall be paid by Supplier. Supplier shall consider all information furnished by Buyer to be confidential and shall not disclose any such information to any other person, or use such information itself for any purpose other than performing this contract, unless Supplier obtains written permission from Buyer to do so. This paragraph shall apply to drawings, specifications, or other documents prepared by Supplier for Buyer in connection with this order. Supplier shall not advertise or publish the fact that Buyer has contracted to purchase goods from Supplier, nor shall any information relating to the order be disclosed without Buyer's written permission. Unless otherwise agreed in writing, no commercial, financial or technical information disclosed in any manner or at any time by Supplier to Buyer shall be deemed secret or confidential and Supplier shall have no rights against Buyer with respect thereto, except such rights as may exist under patent laws.

25. **CERTIFICATES OF ORIGIN AND CUSTOMS DOCUMENTATION:** Supplier accepts all responsibility for the information on the Certificate of Origin, letter or affidavits. By accepting this Purchase Order, Supplier accepts full responsibility for the completeness and accuracy of the corresponding Certificate of Origin and all other customs documentation provided to Buyer. Supplier accepts any liabilities resulting from inaccurate data on these documents or failure to comply with Certificate of Origin requirements.
26. **FORCE MAJEURE:** Buyer may delay delivery or acceptance occasioned by causes beyond its control. Supplier shall hold such goods at the direction of the Buyer and shall deliver them when the cause affecting the delay has been removed. Buyer shall be responsible only for Supplier's direct additional costs in holding the goods or delaying performance of this agreement at Buyer's request. Causes beyond Buyer's control shall include government action or failure of the government to act where such action is required, strike or other labor trouble, fire, or unusually severe weather.
27. **PRICE:** Supplier warrants that the prices for the articles sold Buyer hereunder are not less favorable than those currently extended to any other customer for the same or similar articles in similar quantities. In the event Supplier reduces its price for such article during the term of this order, Supplier agrees to reduce the prices hereof correspondingly. The price stated in this Order includes all charges for packaging, boxing, crating, special handling and freight, F.O.B. destination. No modification or adjustment of the stated price may be made without the signed written agreement of Buyer. If the price is not stated on this Order, the price shall be the lower of: the later price last quoted or paid, or the prevailing market price.
28. **SETOFF:** All claims for money due or to become due from Buyer shall be subject to deduction or set off by the Buyer by reason of any counterclaim arising out of this or any other transaction with Supplier.
29. **PRICING TERMS:** The Order price shall not be increased nor the terms hereof changed without the Buyer's written consent. The Supplier warrants that the prices of the items covered by this Order are not in excess of the Supplier's lowest lawful prices in effect on the date of this Order for comparable quantities of similar items. If cash discounts for early payment are offered by Supplier, the period of time agreed upon as constituting "early payment" shall begin with the later of the invoice date or receipt of merchandise.
30. **PAYMENT TERMS:** Upon submission of proper invoices, Buyer shall pay the Order price set forth herein for material and supplies delivered and accepted or services rendered and accepted; however, payment may be withheld or portions thereof deducted or set-offs made against Supplier if Supplier is not performing work in accordance with the provisions of this Order. There will be no minimum charges honored unless specifically agreed to prior to shipment.
31. **INDEMNIFICATION:** Supplier shall defend, indemnify and hold harmless Buyer against all damages, claims or liabilities and expenses (including attorneys' fees) arising out of or resulting in any way from any defect in the goods or services purchased hereunder, or from any act or omission of Supplier, its agents, employees or subcontractors. This indemnification shall be in addition to the warranty obligations of Supplier.
32. **INSURANCE:** In the event that Supplier's objections hereunder require or contemplate performance of services by Supplier's employees, or persons under contract to Supplier, to be done on Buyer's property, or property of Buyer's customers, the Supplier agrees that all such work shall be done as an independent contractor and that the persons doing such work shall not be considered employees of the Buyer. Supplier shall maintain all necessary insurance coverage's, including public liability and Workers' Compensation insurance. Supplier shall

indemnify and save harmless and defend Buyer from any and all claims or liabilities arising out of the work covered by this paragraph.

33. **TERMINATION FOR CONVENIENCE OF BUYER:** Buyer reserves the right to terminate this order or any part hereof for its sole convenience. In the event of such termination, Supplier shall immediately stop all work hereunder, and shall immediately cause any of its suppliers or subcontractors to cease such work. Supplier shall be paid a reasonable termination charge, consisting of a percentage of the order price reflecting the percentage of the work performed prior to the notice of termination, plus actual direct costs resulting from termination. Supplier shall not be paid for any work done after receipt of the notice of termination, nor for any costs incurred by Supplier's suppliers or subcontractors which Supplier could reasonably have avoided.
34. **TERMINATION FOR CAUSE:** Buyer may also terminate this order or any part hereof for cause in the event of any default by the Supplier or if the Supplier fails to comply with any of the terms and conditions of this offer. Late deliveries, deliveries of products which are defective or which do not conform to this order, and failure to provide Buyer, upon request, of reasonable assurances of future performance shall all be causes allowing Buyer to terminate this order for cause. In the event of termination for cause, Buyer shall not be liable to Supplier for any amount, and Supplier shall be liable to Buyer for any and all damages sustained by reason of the default which gave rise to the termination.
35. **LIMITATION ON BUYER'S LIABILITY - STATUTE OF LIMITATIONS:** In no event shall Buyer be liable for anticipated profits or for incidental or consequential damages. Buyer's liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from this agreement or from the performance or breach thereof shall in no case exceed the price allocable to the goods or services or unit thereof, which gives rise to the claim. Buyer shall not be liable for penalties of any description. Any action resulting from any breach on the part of Buyer as to the goods or services
36. **TERMINATION:** In the event of a breach by the Vendor of any of the provisions of this contract, Buyer reserves the right to cancel and terminate this contract, upon giving oral or written notice to the Vendor. Vendor shall be liable for damages suffered by Buyer resulting from Vendor's breach of this contract.
37. **SEVERABILITY:** If any provision hereof shall be found to be inoperable or in violation of any law or regulation, only that provision shall be stricken from this order and the remainder of the order shall not be affected.
38. **TAXES:** Unless prohibited by law, the Supplier shall pay all federal, state or local tax, transportation tax, or other tax which is required to be imposed upon the items ordered hereunder, or by reason of their sale or delivery; the Order price shall be deemed to include such taxes.
39. **FAR 52.225-1:** Clause I.65 – FAR 52.225-1 – Buy American – Supplies (May 2014); Modified by DEAR 970.2570 (Nov 2010) applies to all material procured in the fulfillment of this order. Per the requirement material supplied shall be of “domestic” origin.
40. **FAR/DFARS CLAUSES APPLICABLE TO ALL GOVERNMENT CONTRACTS** (see Sec. 2, above): Note: Listed DFARS clauses are incorporated herein as if set forth in full text unless made inapplicable by their corresponding notes, if any. If any of the following DFARS clauses do not apply to this Purchase Order, such clauses are considered to be self-deleting: 1. 252.204-7000 “Disclosure of Information” (Applicable to Purchase Orders when the supplier will have access to or generate unclassified information that may be sensitive and inappropriate for release to the public.) 2. 252.204-7008 “Export-Controlled Items” 3. 252.208-7000 “Intent to

Furnish Precious Metals as Government-Furnished Material" (Applicable to Purchase Orders when the item being purchased contains precious metals.) 4. 252.209-7004 "Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country" 5. 252.211-7003 "Item Identification and Valuation" (Supplier's obligations under this clause are limited to cooperating with Buyer's efforts to comply with this clause, including granting Buyer access to Supplier's deliverables at its facilities and to appropriate property records.) 6. 252.211-7007 "Reporting of Government-Furnished Property" (Applicable to Purchase Orders when FAR Clause 52.245-1 is contained in the prime contract and Supplier is in possession of Government Property. Supplier will comply with paragraph (d) of this clause.) 7. 8. 252.223-7006 & Alt I "Prohibition on Storage and Disposal of Toxic and Hazardous Materials" (Includes Alt I if it is in the prime contract) (Applicable to Purchase Orders that require, may require, or permit a Supplier to treat or dispose of non-DoD owned toxic or hazardous materials as defined in this clause.) 9. 252.223-7008 "Prohibition of Hexavalent Chromium" (Applicable to all Purchase Orders for supplies, maintenance and repair services, or construction materials.) 10. 252.225-7001 "Buy American Act and Balance of Payments Program" 18. 252.225-7002 "Qualifying Country Sources as Subcontractors" 11. 252.225-7008 "Restriction on Acquisition of Specialty Metals" (Applicable to Purchase Orders for the delivery of specialty metals as end items to Buyer or Supplier to the extent necessary to ensure compliance of the end products that Buyer will deliver to the Government when DFARS clause 252.225-7009 is in the prime contract.) 12. 252.225-7009 "Restriction on Acquisition of Certain Articles Containing Specialty Metals" (excluding paragraph (d)) (Applicable to Purchase Orders for items containing specialty metals to the extent necessary to ensure compliance of the end products that Buyer will deliver to the Government under prime contracts awarded or modified to include the clause after July 28, 2009.) 13. 252.225-7012 "Preference for Certain Domestic Commodities" 24. 252.225-7013 "Duty-Free Entry" 25. 252.225-7014 & Alt. I "Preference for Domestic Specialty Metals and Alternate I" (Applicable to Purchase Orders for items containing specialty metals that the Buyer will deliver to the Government under prime contracts awarded before July 29, 2009 and that do not specifically incorporate a different specialty metals clause.) 14.. 252.225-7014 (Dev. No. 2006-O0004) & Alt. I (Dev. No. 2006-O0004) "Preference for Domestic Specialty Metals" (DEVIATION No. 2006-O0004) and Alternate I (DEVIATION No. 2006-O0004) (Applicable to Purchase Orders for items containing specialty metals that the Buyer will deliver to the Government under prime contracts awarded after November 15, 2006 and before October 26, 2007 and that do not specifically incorporate a different specialty metals clause.) 15. 252.225-7014 (Dev. No. 2007-O0011) & Alt. I (Dev. No. 2007-O0011) "Preference for Domestic Specialty Metals" (DEVIATION No. 2007-O0011) and Alternate I (DEVIATION No. 2007-O0011) (Applicable to Purchase Orders for items containing specialty metals that the Buyer will deliver to the Government under prime contracts awarded after October 25, 2007 and before January 29, 2008 and that do not specifically incorporate a different specialty metals clause.) 16. 252.225-7014 (Dev. No. 2008-O0002) & Alt. I (Dev. No. 2008-O0002) "Preference for Domestic Specialty Metals" (DEVIATION No. 2008-O0002) and Alternate I (DEVIATION No. 2008-O0002) (Applicable to Purchase Orders for items containing specialty metals that the Buyer will deliver to the Government under prime contracts awarded after January 28, 2008 and before July 29, 2009 and that do not specifically incorporate a different specialty metals clause.) 17. 252.225-7016 "Restriction on Acquisition of Ball and Roller Bearings" 18. 252.225-7025 "Restriction on the Acquisition of Forgings" 19. 252.225-7027 "Restriction on Contingent Fees for Foreign Military Sales" 20. 252.225-7028 "Exclusionary Policies and Practices of Foreign Governments" 21. 252.225-7030 "Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate" 22. 252.225-7031 "Secondary Arab Boycott of Israel" 23. 252.227-7013 "Rights in Technical Data – Noncommercial Items" (Applicable to solicitations and resulting Purchase Orders when Buyer will be required to deliver to the Government Supplier's technical data pertaining to noncommercial items, or pertaining to commercial items for which the Government will have paid for any portion of the development costs.) 24. 252.227-7015 "Technical Data – Commercial Items" (Applicable whenever any technical data related to commercial items developed in any part at private expense will be provided under this Purchase Order for delivery to the Government.) 25.

252.227-7016 "Rights in Bid or Proposal Information" (Applicable to solicitations and resulting Purchase Orders that will include DFARS clause 252.227-7013, 252.227-7014, or 252.227-7018.) 26. 252.227-7017 "Identification and Assertion of Use, Release, or Disclosure Restrictions" (Applicable to solicitations and resulting Purchase Orders that will include DFARS clause 252.227-7013, 252.227-7014, or 252.227-7018 27. 252.227-7025 "Limitation on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends" 28. 252.227-7026 "Deferred Delivery of Technical Data or Computer Software" 29. 252.227-7027 "Deferred Ordering of Technical Data or Computer Software" 30. 252.227-7030 "Technical Data – Withholding of Payment" (Applicable to solicitations and resulting Purchase Orders that will include DFARS clause 252.227-7013 or 252.227-7018.) 31. 252.227-7037 "Validation of Restrictive Markings on Technical Data" (Applicable to Purchase Orders requiring the delivery of technical data.) 32. 252.227-7038 "Patent Rights – Ownership by the Contractor (Large Business)" (Applicable to Purchase Orders for experimental, developmental, or research work if the Supplier is not a small business or nonprofit organization, unless a different patent rights clause is required by FAR 27.303.) 33 252.227-7039 "Patents – Reporting of Subject Inventions" (Applicable to solicitations and resulting Purchase Orders that will include the clause at FAR 52.227-11.)" 34. 252.231-7000 "Supplemental Cost Principles" (Applicable to solicitations and resulting Purchase Orders that are subject to the principles and procedures described in FAR subparts 31.1, 31.2, 31.6, or 31.7.) 35.. 252.246-7001 "Warranty of Data" (Applicable to solicitations and resulting Purchase Orders that will include DFARS clause 252.227-7013.) 36. 252.246-7003 "Notification of Potential Safety Issues" (Applicable to Purchase Orders for (i) parts defined as critical safety items in accordance with this clause; (ii) systems and subsystems, assemblies, and subassemblies integral to a system; and (iii) repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system.) 37. 252.247-7023 "Transportation of Supplies by Sea" 38. 252.247-7024 "Notification of Transportation of Supplies by Sea."

41. **NONDISCRIMINATION:** The Supplier, or its subcontractor, if any, shall not discriminate against any qualified employee or applicant for employment to be employed in the performance of this contract, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, sex, national origin or ancestry. The Supplier, or its subcontractor, if any, agrees to comply with all the provisions contained in the Equal Opportunity Clause, quoted in Executive Order No. 11246 as amended and hereby incorporated in this Purchase Order by reference. As used therein the word "contractor" shall be deemed to mean "Supplier," and the word "contract" shall refer to this Purchase Order. In addition, the Supplier shall cause this Equal Opportunity Clause to be included in the subcontracts or purchase orders hereunder unless exempted by rules, regulations and orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Orders No. 11246 and No. 11375 as amended. Supplier or sub-tier suppliers shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans. Supplier or sub-tier suppliers shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.
42. **COMPLIANCE WITH LAWS, EXECUTIVE ORDERS AND REGULATIONS:** Supplier warrants that the goods and services supplied hereunder will have been produced or provided in compliance with, and Supplier will comply with, all applicable laws, orders, rules, regulations, ordinances and conventions, including without limitation, those that relate to equal employment opportunity, wages, hours and conditions of employment, discrimination, occupational health/safety motor vehicle safety, environmental matters, and anti-bribery, including without limitation, the US Foreign Corrupt Practices Act, US Anti-Kickback Act, and the UK Bribery Act. . At Buyer's request, Supplier shall certify in writing its compliance with the applicable local, state



or federal laws. Supplier shall indemnify and hold Buyer harmless from and against any loss, cost, damage, expense or liability claim (including attorney's fees and other costs of defense) arising from or relating to Supplier's violation of this Section. No good supplied hereunder shall contain any mineral that directly or indirectly finances any armed group that has been identified as a perpetrator of human rights abuses, including without limitation those defined as conflict minerals in the rules issued under Section 13(p) of the Securities Exchange Act of 1934.

43. **ANTI-BRIBERY, CORRUPTION, KICK-BACK COMPLIANCE:** Supplier warrants that: (a) Supplier has not paid, offered, promised to pay, or authorized, and will not pay, offer, promise to pay, or authorize the payment directly or indirectly of any monies or anything of value (services, gifts, gratuities, kickbacks, or otherwise) for the purpose of obtaining or rewarding favorable treatment as a supplier to Buyer. (b) Supplier has not paid, offered, promised to pay, or authorized and will not pay, offer, promise to pay, or authorize the payment, directly or indirectly of any monies or anything of value to (1) any person or firm employed by or acting for or on behalf of any customer, whether private or governmental, or (2) any government official or employee or any political party or candidate for political office or a political party official, for the purpose of influencing any act or decision or inducing or rewarding any action in order to secure any improper advantage in the conduct of business. (c) Supplier has not made, and will not make, any improper payments, directly or indirectly, including without limitation facilitation payments, bribes or kickbacks. (d) Supplier has established and will maintain an effective business ethics and compliance program and procedures to prevent corruption and insure compliance with all applicable laws and regulations pertaining to corruption and bribery. (e) Supplier will promptly disclose to Buyer in writing all pertinent facts regarding any violation, or alleged violation, of the US Foreign Corrupt Practices Act, US Anti-Kickback Act, and UK Bribery Act. (f) If this order is for goods or services for a US Government contract or subcontract thereunder, Supplier further warrants that no monies or anything of value (services, gifts, gratuities, kickbacks, or otherwise) has been provided to any person or firm in connection therewith, directly or indirectly, whether or not for the purpose of obtaining or retaining business, or to secure an advantage in the conduct of business. (g) Supplier shall include this Section, or provisions of equivalent effect, in any lower tier subcontracts under this purchase order.
44. **ENTIRE AGREEMENT:** This Order constitutes the entire agreement between the parties and contains all the agreements and conditions of sale; no course of dealing or usage of the trade shall be applicable unless expressly incorporated in this Order. The terms and conditions contained in the Order may not be added to, modified, superseded or otherwise altered except by a written modification signed by the Buyer's Purchasing Agent or General Manager. Each delivery shall be deemed to be only upon the terms and conditions contained in this Order, which shall supersede all inconsistent provisions included in Supplier's proposal and in any subsequent acknowledgment by Supplier, notwithstanding the Buyer's act of accepting or paying for any delivery or similar act of the Buyer.

END.