

**PURCHASE ORDER TERMS AND CONDITIONS FOR THE INDIRECT  
PURCHASE OF GOODS AND SERVICES  
FORM NO. 1004-0116 (INDIA)**

**1. Definitions:** As used herein, the following terms have the meanings indicated:

- a. "Items" means goods and/or services ordered by Buyer from Seller pursuant to this Purchase Order.
- b. "Purchase Order" means a transmission by Buyer to Seller electronically through a computer network or otherwise, by mail of hard copy, or by such other means as may be agreed (each a "Transmission"), containing the purchase order number, supplier code number, item number, identification or specification number, engineering change number or material code number and/or such other information evidencing an offer to Seller by Buyer relating to the purchase of goods or services.
- c. "Purchase Order Release" means a Transmission specifying quantities and shipping or delivery dates.
- d. "Purchase Order Revision" means a Transmission revising the information contained in this purchase order.
- e. "Buyer" means Solar Turbines India Private Limited (STIPL,) or any of its subsidiary or affiliate companies that reference this Form No. 1004-0515 (India) in its Purchase Order.
- f. "Seller" means the entity indicated as Supplier on this purchase order.

**2. Acceptance of Purchase Order:** Any Purchase Order referencing these Terms and Conditions is an offer to Seller by Buyer to enter into the purchase agreement described by such Purchase Order. These Terms and Conditions along with any other specifications or requirements transmitted to Seller by Buyer in connection therewith shall be the complete and exclusive statement of such agreement. Seller shall be deemed to have agreed to this purchase order (including any specifications or requirements stated therein) and these Terms and Conditions when Seller

- a. executes and returns a signed writing indicating its intent to be bound by this purchase order, or
- b. delivers to Buyer any of the Items ordered, or
- c. renders for Buyer any of the services ordered (where Items ordered include services).

Any Items received by Buyer shall only be upon the terms of this purchase order (including these Terms and Conditions), notwithstanding any terms contained in any quotation, acknowledgment, invoice, or other document issued by Seller, or Buyer's act of accepting or paying for any shipment or any other act. Seller's acceptance of any Purchase Order is unqualified, unconditional and subject only to these Terms and Conditions and any of the Buyer's terms specifically set forth on the Purchase Order, or any signed documents referenced in Buyer's Purchase Order. Buyer expressly rejects any additional or different terms and conditions, including those which appear in any quotation, acceptance, shipping documentation, invoice or acknowledgement of Seller. Seller may not assert, as a defense to the enforcement of these Terms and Conditions any conditions or limitations made in a quotation, acceptance, shipping documentation, invoice or acknowledgement. Upon Seller's acceptance of the applicable Purchase Order, these Terms and Conditions shall enter into force and constitute the entire agreement between the Buyer and the Seller. Seller waives signed acceptance of the Purchase Order by the Buyer. Seller waives any right to contest the validity of these Terms and Conditions, or assert that they are void for any reason, upon Seller's acceptance of the Purchase Order(s) referencing these Terms and Conditions.

**3. Entire Agreement; Governing Law:** No agreement or understanding to modify or supplement any Purchase Order or these Terms and Conditions shall be binding upon Buyer unless in writing and signed by Buyer's authorized agent, which writing must specifically acknowledge that these Terms and Conditions are superceded by such agreement or understanding. Any modifications proposed by Seller are not part of the agreement absent such written agreement. However, all specifications, drawings, and data

submitted to Seller by Buyer in connection with any Purchase Order are a part of the agreement of the parties relating to that Purchase Order. These Terms and Conditions and any Purchase Order shall be governed by and construed under the laws of India and shall be subject to the exclusive jurisdiction of the courts in Chennai. No remedy herein provided shall be deemed exclusive of any other remedy allowed by law or equity.

**4. Quantities; No quantity guarantee:** Unless quantities and shipping schedules are specified, Purchase Orders are issued to cover the purchases of Items described thereon for an indefinite period or until canceled, with shipping schedules and quantities to be determined by Buyer and indicated to the Seller via this purchase order Release.

**5. Termination:** Buyer may at any time terminate or suspend all or any part of undelivered Items or quantities on any outstanding Purchase Order, Purchase Order Revision or Purchase Order Release. Seller agrees that any termination charges made in consequence shall be limited to costs of materials and labor incurred on items canceled prior to knowledge of their cancellations. Seller further agrees to take all steps reasonably possible to mitigate such charges.

Seller may only terminate a Purchase Order after giving Buyer reasonable notice of such termination and an opportunity to identify and set up alternate supplier.

**6. Shipping Instructions:**

**a. Freight:** Shipping will be directed by Buyer on the Purchase Order, Purchase Order Release, or Purchase Order Revision or if not specified shall be Ex-works [Incoterms 2010]. Notwithstanding anything contained in these terms and conditions including the agreed Incoterms 2010 and notwithstanding the payment terms agreed, in case of international shipments, the title in the products forming part of this purchase order / shipment shall pass on to STIPL OR STIPL is deemed to assent to the appropriation of the products only upon the product consignment docking at the Indian port of entry. In case of domestic shipments, the title in the products forming part of this purchase order / shipment shall pass on to STIPL OR STIPL is deemed to assent to the appropriation of the products only upon the product consignment reaching inside the relevant STIPL entity's compound. If a carrier or method of shipment is used that is not specified by the Purchase Order, a Purchase Order Release, and a Purchase Order Revision or in these Terms and Conditions without the advance written approval of Buyer, Seller shall be debited for any increase in the cost of the shipment.

**b. Packaging; Classification; Labeling:** If the Buyer has provided Seller with a copy of Buyer's Materials Standard Practice No. 20, Seller must label the outside of all packages utilizing the format as described therein. Seller shall ensure that all Items are properly described, classified, packaged, marked and labeled and are in proper condition for transportation according to applicable regulations, including but not limited to Legal Metrology Act, 2009 and The Legal Metrology (packaged Commodities) Rules, 2011 and amendments or any statutory modifications thereof and any international regulations, where the Items are to be exported.

**c. Packing Slips:** Seller shall include the Packing Slip in a waterproof envelope secured to a package on all shipments. The Packing Slip must show this purchase order No., Supplier Code No., Item No., Quantity, Identification or Specification No. and Engineering Change No. or Material Code exactly as shown on the Purchase Order.

**d. Shipping Notices:** Seller shall send Buyer appropriate separate notice of shipment, including the same information as is contained on the Packing Slip plus all information relating to shipment date and handling.

**e. Bills of Lading:** Seller shall include this Purchase Order No. and the Supplier Code on all Bills of Lading.

**f. Early shipments; Over shipments:** On shipments made earlier than the period specified on the Purchase Order, Buyer, at its option, may return the Items at Seller's expense and/or withhold payment until the otherwise applicable payment date. Buyer may return over shipments to Seller at Seller's expense. In either case, if Buyer so returns Items, Seller's account shall be debited for the total amount of any invoices (including, but not limited to, shipping expenses and taxes) paid thereon.

**g. Shipment of Hazardous Materials.** "Hazardous materials" are defined for purposes of these Terms and Conditions as any substances regulated as contaminants, or as threats or potential threats to

human health, safety or the environment, by environmental regulations in India. The Seller must comply with the following requirements for shipment of Hazardous Materials:

1. Transportation of Hazardous Materials - Seller shall ensure that all materials shipped by the Seller are properly described, classified, packaged, marked and labeled and are in proper condition for transportation according to applicable regulations governing the transportation of hazardous materials. Seller shall ensure that all personnel shall receive hazardous materials training as required by applicable regulations. Seller shall further ensure that a valid 24-hour emergency response number (domestic and international) is supplied on the shipping documents for hazardous materials and that the appropriate material safety data sheet has been given to the proper emergency response organization prior to shipment. Notwithstanding the Incoterm / payment terms agreed under respective purchase orders, Seller shall always be shown as the "shipper" on all documents relating to the shipment of any hazardous materials provided under this Purchase Order. Buyer is not to be shown as the "shipper" on any such documents. The contents pertaining to the title transfer as contained in Clause 6(a) shall be applicable to this clause as well.

2. Seller agrees to indemnify, defend and hold harmless Buyer, its affiliates, its officers, directors and their successors and assigns, from all claims, demands, expenses (including reasonable attorneys' fees) liabilities, causes of action, enforcement procedures, and suits of any or nature (collectively "Claims"), of which Buyer may incur as a result of Seller's non-compliance with Seller's obligations under this Section and any governmental laws and regulations applicable to the packaging, classification, labeling, training, handling and transportation of hazardous materials, whether such action is brought by a governmental agency or other person or entity, except to the extent that such Claims result from Buyer's negligence or willful misconduct.

**7. Warranty:** Seller, in addition to any express or implied warranties of additional scope given to Buyer by Seller or implied by law, hereby warrants that Items furnished by Seller will be in full conformity with Buyer's instructions, specifications, drawings and data, and Seller's samples or representations, and will be free from defects in design (to the extent that Seller furnishes the design), materials and workmanship. Seller may not change any specifications, engineering processes, materials or design without the prior written consent of Buyer. Seller agrees that this warranty shall survive acceptance of the Items. Seller shall be responsible for every claim of damage or injury that is based on a breach of the foregoing warranty, and, at Buyer's option, Seller shall handle any such claims or shall provide all reasonable assistance to Buyer in Buyer's handling of such claims.

**8. Limitation of Liability:** In no event shall Buyer be liable to Seller for incidental or consequential damages, or damages for lost profits, including but not limited to compensation, reimbursement or damages on account of lost profits on sales or anticipated sales by Seller, or on account of investments or commitments made in connection with a Purchaser Order, or in connection with the establishment, development or maintenance of the business or goodwill of Seller

**9. Inspection:** Items are subject to Buyer's inspection, testing and approval. Buyer, at its option, may reject or refuse acceptance of Items, which do not meet the requirements of this Purchase Order or any applicable warranty. Items rejected or not accepted by Buyer shall be returned to Seller at Seller's expense, and Seller agrees to refund to Buyer any payments (including but not limited to shipment expense) made by Buyer for such Items. Additionally, the Seller shall also compensate the Buyer, charges that the Buyer has incurred due to defect in quality occurring out of the manufacturing process, including but not limited to investigation, sorting, reworking and retesting of the Items so rejected. Payment by Buyer for any Items shall not be deemed an acceptance thereof. Acceptance of any Item shall not relieve Seller from any of its obligations, representations or warranties hereunder or pursuant hereto.

**10. Work in Process; Quality Program; Capacity:** Buyer shall have the right, at any reasonable time or times, to inspect materials, work in process, finished Items and parts, and records relating thereto, at any facilities at which Items are manufactured or such records are kept. Buyer assumes no responsibility and waives no rights as a result of any such inspection.

Seller shall maintain a quality assurance program satisfactory to Buyer to ensure that Items consistently satisfy Buyer's quality requirements. Seller shall maintain sufficient production capacity to assure that Buyer's firm orders for Items are promptly and regularly filled.

**11. Price, Payments Terms and Invoices:** Seller represents that the price charged to Buyer for Items is at least as low as the price charged by Seller to buyers of a class similar to Buyer under conditions similar to those specified in this purchase order. Seller agrees that any price reduction regarding any Items that is implemented prior to shipment or rendering of such Items, shall be applied to this purchase order for all shipments of Items following such price reduction. Buyer may withhold payment until proof of the absence of any liens or encumbrances on the Items is given to Buyer, upon Buyer's request. Further, in addition to any other rights or remedies available to Buyer, Buyer may withhold any or all the payment for non-delivery of Items, or delivery of nonconforming or poor quality Items by Seller, its subcontractors or its agents.

Unless otherwise specified thereon, prices quoted on any Purchase Order or Purchase Order Revision include any and all charges for the Items ordered (including but not limited to, any charges for boxing, packing, crating, cartage, taxes or other added charges).

Seller shall include on invoices the same information as is required on Packing Slips, and shall send such invoices to the applicable/responsible business contact as mentioned in the relevant purchase order. Where Buyer has agreed in writing to pay taxes relating to any Purchase Order, applicable taxes shall be listed separately on the invoice.

Buyer shall pay all invoices on such payment cycle date falling immediately after the credit period stipulated under the covering page of the Purchase Order, which could be a date not later than 6 (six) days from the last day of the credit period as mentioned in the cover page of Purchase Order.

The payments shall be made either by way of a cheque/Demand Draft or Electronic Fund Transfer. The Seller shall intimate the Buyer of any change in the information concerning its bank or bank account within two days from the date of occurrence of such change.

In the event, there arises a need for any adjustments on account of short shipment and/or rejections for any reasons whatsoever, whereby Seller shall owe the amount equivalent of such short shipment and/or rejections to the Buyer, the Buyer has an option to set-off the said amount immediately from future payables to the Seller. In a scenario, wherein the Seller is not a long term supplier to the Buyer or if the transaction of purchase is terminated or has expired or for any other reasons whatsoever, and there still is a need for adjustments / receivables from the Seller to the Buyer, the Seller shall need to make payment of such amounts, not later than 15 (fifteen) days from the receipt of claim note from the Buyer. Any delay beyond the period of 15 (fifteen) days shall attract a penal interest @ 18% per annum, computed from the date when the payment becomes due until such date when the payment is actually received by the Buyer.

**12. Property Furnished to Seller by Buyer:** Except as specified below, all patterns, dies, molds, tools, models, jigs, core boxes, piece parts, samples, materials, drawings, specifications, test reports, technical material, advertising material, and any other personal property furnished to Seller by Buyer, shall be subject to disposition according to Buyer's instruction, and shall be used only in filling orders from Buyer. Title to and full ownership of the Materials shall remain with Buyer at all times. Seller shall not claim any rights of ownership in any of the Materials and shall not mortgage, encumber, transfer, dispose of, remove or allow the removal of any of the Materials from Seller's facility to which such Materials are initially delivered, except as permitted or instructed by Buyer in writing. Seller shall take all necessary precautions and actions to preserve and maintain the Materials in good working condition. Seller shall perform any further act and execute, acknowledge, and deliver any further documents that Buyer may reasonably request in order to protect Buyer's title to the Materials. Seller shall at all times clearly identify the Materials as the property of Buyer by labeling the Materials with distinctive markings, and to the extent reasonable, shall keep the same separate and apart from the property of others, including Seller, located in the same facility. Seller shall bear the risk of any damage to or loss of such Materials while in the possession of or under the control of Seller or Seller's agents. Any waste materials or byproducts generated by or resulting from operations on, use of or processing of Materials furnished to Seller by Buyer shall be and remain the property of Seller, and Buyer shall have no responsibility in connection therewith.

Any Materials furnished to Seller by Buyer for use in connection with a Purchase Order are provided in AS-IS condition, and Buyer makes no representations or warranties of any kind, including warranties relating to the condition of such items or their suitability for the purposes required by Seller. BUYER DISCLAIMS ANY AND ALL WARRANTIES ASSOCIATED WITH SUCH MATERIALS, INCLUDING, BUT NOT LIMITED TO, EXPRESS OR IMPLIED WARRANTIES, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**13. Confidential Information; Proprietary Rights:** Seller shall take all necessary steps to protect Buyer Confidential Information (as defined below) with at least the same degree of care that Seller uses to protect its own confidential and proprietary information of like kind, but in no event less than reasonable care. "Buyer Confidential Information" means all information relating to Buyer's products or operations that is disclosed to Seller or created during the performance of any Purchase Order. Buyer Confidential Information includes all business or technical information that is disclosed to Seller, directly or indirectly, in writing, orally or visually, but does not include information that (a) was already in Seller's possession before its receipt from Buyer without restriction on its use or disclosure, (b) is or becomes available to the general public through no act or fault of Seller, or (c) is rightfully disclosed to Seller by a third party without restriction on its use or disclosure. Except as otherwise expressly agreed to in writing by Buyer, Seller shall not (i) use any Buyer Confidential Information except to conduct business with or on behalf of Buyer or (ii) disclose to any third party any Buyer Confidential Information except to conduct business with or on behalf of Buyer, in which event Seller shall (A) first ensure that such third party has signed a written confidentiality agreement having terms at least as restrictive as the terms of this Section 13 and (B) Buyer has consented in writing to such disclosure. At any time upon Buyer's request, Seller shall promptly return or destroy any media containing any Buyer Confidential Information.

Seller shall not disclose any confidential or proprietary information to Buyer unless Buyer first agrees in writing to the receipt of such confidential or proprietary information. Seller acknowledges that, except as otherwise expressly agreed to in writing by Buyer, all technical information previously or hereafter disclosed by Seller to Buyer in connection with any Purchase Order has been disclosed on a non-confidential basis.

Buyer may have valuable Intellectual Property Rights (as defined below) in tooling, documents, information, and other materials provided to Seller. Seller shall not acquire any right, title, or interest in any Intellectual Property Rights of Buyer. Seller may use the Intellectual Property Rights of Buyer only in the production and supply of Items to Buyer and affiliates of Buyer as Buyer may approve in writing. Without limiting the foregoing, Seller agrees that Items manufactured based on Buyer's drawings or specifications may not be used for Seller's own use or sold to third parties without Buyer's prior express written consent. "Intellectual Property Rights" means patents, copyrights, trade secrets, and industrial design rights.

If a Purchase Order includes development services, such as the design of a unique product or modification of an existing Seller product, Seller grants to Buyer and its affiliates a perpetual, worldwide, paid-up, royalty-free, nonexclusive license, with the right to sublicense, to make, have made, use, offer to sell, sell, export and import all inventions or other results of Seller's development work that Seller conceives, develops, acquires, or reduces to practice in the course of performing work under the Purchase Order.

Notwithstanding anything contained herein to the contrary, Buyer shall own all Intellectual Property Rights that derive from or incorporate any Buyer Confidential Information or Intellectual Property Rights owned by or licensed to Buyer. Seller shall promptly disclose and assign, and hereby does assign, all of Seller's right, title and interest in such Intellectual Property Rights to Buyer or shall cause the same to be so assigned. Further, Seller shall execute, or cause to be executed, at Buyer's expense, all applications, assignments, or other instruments that Buyer may deem necessary in connection with such Intellectual Property Rights.

Seller grants to Buyer and its affiliates the right to repair and reconstruct any Item (including, for example, the right to rebuild the Item and the right to remanufacture any Item by disassembling its constituent components and reassembling old and new components into a remanufactured Item) and the right to have the same done by others on behalf of Buyer and its affiliates.

Seller grants to Buyer and its affiliates a perpetual, worldwide, paid-up, royalty-free, nonexclusive license under each copyright that Seller owns, controls, or has a right to license to reproduce, prepare derivative of, sublicense, distribute, perform, and display any software that is embedded or loaded in the Items ("Embedded Software") in conjunction with the use or sale of the Items. In addition, Seller grants to Buyers and its affiliates a perpetual, worldwide, paid-up, royalty-free, nonexclusive license under each copyright that Seller owns, controls, or has a right to license in any work of authorship other than Embedded Software fixed in any tangible medium of expression delivered by Seller under a Purchase Order (including, without limitation, drawings, prints, manuals, and specifications) to reproduce, prepare derivatives of, distribute, perform, and display such work.

Seller warrants that the Items do not infringe on any Intellectual Property Rights or other proprietary rights of any third party because or on account of the use, offer to sell, or sale of any such Items alone or in combination with other Items or materials, except and solely to the extent that such Items are specifically constructed in exact accordance with Buyer's designs or technical specifications. If any of the Items furnished to Buyer become the subject of an alleged infringement of any Intellectual Property Right of any third party, Seller shall, at its expense, either (i) procure for Buyer the right to continue using the Items; (ii) replace or modify the Items so that they are non-infringing; provided, however, that such replacement or modified Items must provide equal or greater functionality than the original Items; or (iii) if, after exhausting commercially reasonable efforts, Seller is unable to obtain either of the above two results, refund Buyer's full purchase price.

Seller shall have no right to apply and further shall not apply to Items any trademark, logo, or trade dress owned by Buyer, including without limitation Cat, Caterpillar, Cat & design and Caterpillar & design (hereinafter "Buyer's Trademarks"). Alternatively, Seller may be separately authorized to apply any of Buyer's Trademarks to an Item if such authorization is specifically set forth on the Purchase Order or otherwise authorized by Buyer in writing. Seller agrees and acknowledges that it shall correctly apply Buyer's Trademarks to an Item. If Seller cannot correctly apply Buyer's Trademarks to an item, it must reject the Purchase Order. If Seller agrees to be bound by such Purchase Order, Seller agrees and acknowledges that it shall follow and not deviate from the 1E0198 specification. Further, Seller shall only apply Buyer's Trademarks to those Items specifically referenced in the Purchase Order. Seller shall acquire no right whatsoever in Buyer's Trademarks, either express or implied, by estoppel or by implication, through its action in fulfilling a Purchase Order. Seller shall not apply any trademarks, logos, or trade dress of Seller or any third party to any Items that are specifically designed for Buyer without Buyer's prior express written consent.

**14.Safety and Insurance:** If Seller performs any work on Buyer's premises or uses Buyer's property either on or off Buyer's premises, Seller shall take all necessary precautions to prevent the occurrence of any injury to person or property. Seller hereby waives any applicable lien over the Items, whether such Items are being supplied to Buyer or Buyer's subcontractors.

The Seller and its subcontractors and agents, agrees to obtain and maintain and keep in full force and effect during the Term, at Seller's expense, the forms of insurance with the minimum limits coverage in for the amounts specified for the following types of insurance:

AMOUNT		TYPE OF INSURANCE
\$1,000,000	:	Worker's compensation insurance coverage, commercial liability insurance coverage, insurance coverage against injury, loss or damage to Seller Personnel
\$1,000,000	:	Fidelity insurance against losses arising out of the nonperformance, fraudulent or malicious acts or dishonesty of Seller Personnel
\$1,000,000	:	Professional Indemnity Insurance covering against any liability, including any liability to a third party, arising out of any act or omission of Seller, Seller Personnel or agents / representatives of the Seller.

All insurance coverage required herein will provide primary coverage, without contribution from other insurance, for all losses and damages caused by the perils or causes of loss covered thereby. The Seller agrees to have included in each of the insurance policies required herein, a waiver of the insurer's rights of subrogation against the Buyer and its Affiliates and their insurers.

Each insurance policy will be maintained with reputable insurers lawfully carrying on business in India. The Seller shall furnish a certificate of insurance to the Buyer, showing coverage in such amounts and, if the policies are to be cancelled, renewed or materially altered as to affect coverage for the Buyer, provide at least thirty (30) days written notice prior to any such cancellation, renewal or alteration. The policies listed above shall name the Buyer and its directors, employees, agents and authorized representatives as additional insured as its or their interests may appear. Receipt by the Buyer of a nonconforming certificate of insurance does not constitute acceptance. Seller's failure to comply with the terms of this Clause shall be considered a breach of this Agreement.

The Buyer shall notify Seller promptly of any claims or demands for which Seller may be responsible under this Clause. This shall survive termination or expiration of this Purchase Order. Irrespective of the insurance requirements, the insolvency, bankruptcy, or failure of any insurance Buyer, or its failure to pay a claim, does not waive any of these provisions.

It shall be the Seller's responsibility to determine the adequacy of any subcontractor's insurance and indemnity obligations.

**15. Indemnification:** Seller agrees to indemnify, defend and hold harmless Buyer, Buyer's affiliates, and Buyer's and Buyer's affiliates' respective directors, officers, employees, agents, successors, assigns, consultants and business invitees from and against any and all claims and demands, liabilities, losses, damages, costs, enforcement procedures and expenses, of whatsoever nature (including costs, litigation expenses and counsel fees incurred in connection therewith) arising out of injury to, or death of, any person whatsoever or injury or damage to property of any kind by whomsoever owned, or the environment, arising out of or related to, directly or indirectly, the following:

- a. the performance or nonperformance by Seller, Seller's subcontractors or Seller's agents of any work which is the subject of the Purchase Order;
- b. Seller's non-compliance with Seller's obligations under any Purchase Order or these Terms and Conditions or any laws or regulations, including, without limitation, those applicable to the packaging, classification, labeling, training, handling and transportation of Hazardous materials, whether such action is brought by a governmental agency or other person or entity, except to the extent that such claims result from Buyer's gross negligence or willful misconduct;
- c. Any claim of defect in the design, materials, manufacture or sale of the Items;
- d. Any recall caused by Items provided by Seller or its agents;
- e. Seller's breach of any representation, warranty or covenant in these Terms and Conditions or in any Purchase Order;

**16. Compliance with Laws:** The Seller shall comply with all the applicable laws and regulations and shall obtain and retain all rights, authorisations and licences necessary for the purpose of making supplies in terms of this Purchase Order. The Seller agrees and undertakes that it shall at all times keep such licenses, approvals, consents, permissions and authorizations valid and subsisting and provide copies thereof at request of the Buyer.

The Seller undertakes to indemnify and hold harmless the Buyer, its Affiliates, directors, officers, employees, agents and representatives to the extent of any and all damages, costs, expenses including any legal fees or attorney expenses, suffered or incurred by Buyer on account of a breach by the Seller in complying with the clause above.

Seller represent represents and warrants that neither it nor any of its directors, officers, employees, or representatives have engaged or will engage in Bribery in connection in with its performance under this Agreement or any other agreement with Buyer, its affiliates, or their respective directors, officers, employees, representatives, agents, successors, and assigns (collectively referred to in this Clause as

“Buyer”). Bribery means the offering, promising, giving, or authorizing of any payment or transfer of anything of value, directly or indirectly through third parties, to any person for the purpose of influencing any act or decision of such person or securing an improper advantage to assist Buyer in obtaining, retaining or conducting business.

To the extent Buyer permits the use of subcontractors under this Agreement, Seller agrees it (1) will instruct such subcontractors neither to engage in nor to tolerate any act of Bribery, (2) will not use such subcontractors as a conduit for Bribery, and (3) will ensure that such subcontractor complies with this Agreement in the same manner as Seller is required to comply.

Seller agrees that a violation of this Section 16 shall constitute a material breach of this Agreement and that Buyer may, in its discretion, either suspend the Purchase Order or terminate it. Seller agrees to indemnify, defend, and hold harmless Buyer against all demands, liabilities, fines, penalties, losses, and damages (including costs, investigation and litigation expenses and counsel fees incurred in connection therewith) arising out of or related to Seller's obligations under this Agreement.

Upon Buyer's request, Seller shall at its expense provide to Buyer in a timely manner complete and accurate information requested through due diligence questionnaires and periodic compliance certifications. If Buyer has reason to believe that Seller is not in compliance with this Agreement, Buyer has the right to inquire, or to have Buyer's authorized representatives conduct inquiries, to ascertain the extent of the Seller's non-compliance with this Agreement, and Seller agrees to cooperate and provide all documentation and information related to this Agreement or any other agreement with Buyer that is reasonably requested by Buyer in connection with such inquiries.

In the event Seller becomes the subject of an enforcement action or receives an information request from any government entity for Bribery relating to Seller's performance under this Agreement or any other agreement with Buyer, Seller shall provide to Buyer written notice not later than ten (10) business days following such enforcement action or information request, or the earliest date thereafter if prohibited from earlier disclosure by applicable law.

On an annual basis or more frequently if requested by Buyer, Seller shall disclose to Buyer any Items Seller delivered to Buyer that contain tin, tantalum, tungsten, gold, or other materials that may be designated as a conflict mineral by the U.S. government (“Conflict Minerals”). Seller shall have a supply chain policy for Conflict Minerals and shall undertake (1) a reasonable inquiry into the country of origin of Conflict Minerals incorporated into Items it provides Buyer; (2) due diligence of its supply chain, as necessary, to determine (i) if Conflict Minerals incorporated into Items it provides Buyer are sourced from the Democratic Republic of the Congo or adjoining countries and if so, (ii) whether such Conflict Minerals directly or indirectly support conflict in these countries, and (3) risk assessment and mitigation actions as may be necessary to implement the reasonable country of origin inquiry and due diligence procedures. Seller agrees to provide to Buyer all supporting information and documentation substantially in the format requested by Buyer, including, but not limited to, supply chain data necessary or desirable for Buyer to comply with its obligations under Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act and its implementing regulations. All such supporting information and documentation shall be retained by Seller for a minimum of five years and be subject to audit by Buyer upon reasonable notice. Seller shall include the substance of this clause in all subcontracts awarded by Seller for work under this Purchase Order.

**17. Assignment:** Any Purchase Order(s) accepted by Seller shall not be assigned by transfer, disposition, and sale or otherwise, without the written consent of Buyer. It is understood and agreed that these Terms and Conditions shall be binding upon and inure to the benefit of the parties and their respective parent(s), subsidiaries, representatives, attorneys, agents, successors and permitted assigns.

**18. Set Off:** Buyer may at any time and without notice recoup, deduct or set-off claims (including any claims connected with payment of Customs duty in relation with discrepancies in quantity supplied) by Seller or Seller's affiliates (or its assignee or financing institution) for amounts due or to become due from Buyer against any claims (including discrepancies in quantity supplied) that Buyer or any Buyer affiliate has or may have arising out of this or any other transaction between Buyer or Buyer's affiliates and Seller or Seller's affiliates.

**19. Change in Ownership and Control:** During the term of the applicable Purchase Order(s), if there is a change in the ownership or control of Seller, Buyer shall have the option of terminating the Purchase Order(s) immediately by giving written notice thereof. For purposes of this Clause, a change in the ownership and control of Seller or a parent company of Seller, as appropriate, shall be deemed to have occurred if and when any one or more persons acting individually or jointly purchases substantially all of the assets of Seller or is or becomes a beneficial owner, directly or indirectly, of securities representing 50% or more of the combined voting power of the then outstanding securities of Seller or the parent company of Seller.

**20. Representations and warranties:** The Seller represents and warrants that all information, including but not limited to its solvency, ability to supply Items in accordance with the Buyer's specifications etc provided by the Seller to the Buyer, oral or written, are true and correct. Any deviation from the representation so made will entitle the Buyer to terminate the Purchase Order(s).

**21. Audit:** Upon twenty-four (24) hours' written notice to the Seller and during normal business hours, the Buyer shall have the right to audit and verify the financial statements of the Seller in order to determine the Seller's financial status. The Buyer may conduct audit and verification reviews itself or with the assistance of a third-party organization. All audits shall be performed in a manner intended to minimize disruption to the Seller's business.

**22. Severability; No waiver:** Invalidation of any of the provisions contained in these Terms and Conditions, or the application of such invalidation thereof to any person, by legislation, judgment or court order shall in no way affect any of the other provisions hereof or the application thereof to any other person, and the same shall remain in full force and effect, unless enforcement as so modified would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purpose hereof.

No failure of either party to enforce at any time any of the provisions of any Purchase Order or these Terms and Conditions, or any rights or remedies with respect thereto, or to exercise any election herein provided, shall constitute a waiver of any such provision, right, remedy or election or in any way affect the validity thereof or these Terms and Conditions. The exercise by either party of any of its rights, remedies or elections under a Purchase Order or these Terms and Conditions shall not preclude or prejudice such party's right to exercise at any other time the same or any other right, remedy or election it may have. The rights of termination provided herein are in addition to any other right; remedy or election a party may have hereunder or at law or in equity.

**23. Headings:** The headings to sections of these Terms and Conditions are solely for convenience of reference, and shall not govern, limit or aid in the interpretation of any terms or provisions hereof or of any Purchase Order.

**24. UN Convention on Contracts for International Sale of Goods:** The UN Convention on Contracts for International Sale of Goods shall not be applicable to any transaction pursuant to these Terms and Conditions.