



PURCHASE ORDER WORLDWIDE TERMS AND CONDITIONS

1. **Revocable Offer.** Notwithstanding any other provision in this Purchase Order Terms and Conditions ("Terms and Conditions") and/or in the relevant associated Purchase Order from the Buyer (the "Purchase Order"), whether attached, accompanying or separate (the Purchase Order and the Terms and Conditions are collectively referred to as, the "Order"), this Order is not a firm offer and Buyer reserves the right to revoke it at any time prior to Seller's acceptance of this Order as specified herein. The terms "Buyer" and "Seller" as used herein shall mean the entities defined as such in the associated Purchase Order.
2. **Acceptance.** Acknowledgement of this Order, including without limitation, by Seller beginning performance of the supply or work called for by this Order, shall be deemed acceptance of the terms of this Order. The terms and conditions set forth in this Order take precedence over any other terms and conditions in any other document connected with this transaction unless such other terms are: i) part of a written agreement ("Master Service Agreement") which has been executed between the parties or their respective affiliates and which the parties have expressly agreed in writing shall override these terms in the event of a conflict between the provisions in this Order and in the Master Service Agreement, and/or ii) set forth in writing on the face of the Purchase Order delivered by Buyer to which these terms are attached. In the event an executed Master Service Agreement exists between the parties, such Master Service Agreement shall govern all services, if any, performed by Seller on Buyer's site(s), and the term "Order" used herein shall include any Purchase Order issued for "Work" as defined under the Master Service Agreement. This Order does not constitute an acceptance by Buyer of any offer to sell, any quotation, or any proposal of Seller, and reference in this Order to any such offer to sell, quotation or proposal shall in no way constitute a modification of any of the terms of this Order. The purchase represented by this Order shall be subject to the following terms and conditions herein, and those terms and conditions contained on the face of the relevant associated Purchase Order, whether attached, accompanying or separate, and this Order shall be conditioned upon Seller's acceptance of all such terms and conditions. ACCEPTANCE IS LIMITED TO THE TERMS OF THIS ORDER. BUYER HEREBY OBJECTS TO THE INCLUSION OF ANY DIFFERENT OR ADDITIONAL TERMS BY SELLER IN ACCEPTANCE OF THIS ORDER. IF THE SELLER INCLUDES OR ATTACHES ANY SUCH DIFFERENT OR ADDITIONAL TERMS AND COMMENCES PERFORMANCE, A CONTRACT OF SALE WILL RESULT UPON THE TERMS AND CONDITIONS OF THIS ORDER (EXPRESSLY EXCLUDING ANY SUCH DIFFERENT OR ADDITIONAL TERMS), WHICH SHALL FORM THE ENTIRE CONTRACT BETWEEN THE PARTIES. NO MODIFIED, ADDITIONAL OR DIFFERENT CONDITIONS, WHETHER CONTAINED IN A QUOTATION, ACKNOWLEDGMENT OR ANY OTHER COMMUNICATION FROM SELLER, SHALL BE RECOGNIZED BY OR BE BINDING UPON BUYER UNLESS SPECIFICALLY AGREED TO IN WRITING BY AN AUTHORIZED OFFICER OF THE BUYER, AND THE FAILURE OF THE BUYER TO OBJECT TO ANY SUCH PROVISIONS SHALL NOT BE A WAIVER OF THESE CONDITIONS OR ANY ACCEPTANCE THEREOF.
3. **Non-Exclusive Contract.** This Order is not a requirements contract. Buyer reserves the right to use its own resources and to employ or contract with other entities to provide or perform the same or similar goods or work, respectively.
4. **Prices and Payment.** In consideration for the receipt of a proper invoice and conforming goods or services (whichever occurs later), Buyer shall pay to Seller, in legal United States of America ("U.S.") tender or in such other currency as otherwise agreed, the prices set forth in this Order and in accordance with the payment terms set forth in this Order, and this Order shall not be invoiced at prices higher than those shown herein. Unless otherwise stated on the face of this Order, payment terms are net due thirty (30) days from Buyer's receipt of Seller's invoice, which invoice may not be submitted prior to the delivery of the goods or performance of the service subject to such invoice. Buyer shall be entitled to reject Seller's invoice if it fails to include Buyer's Purchase Order number or is otherwise inaccurate, and any resulting delay in payment shall be Seller's responsibility. By acceptance of this Order, Seller covenants and agrees that the prices contained in this Order are not (i) in excess of Seller's list, catalog or published prices, (ii) higher than prices charged to other buyers purchasing similar goods or services and (iii) in excess of the prices provided by any applicable law, government decree, order or regulation and, to the extent that the prices exceed any of clauses (i), (ii) and (iii), Seller shall promptly notify Buyer and, at Buyer's option, either credit to Buyer the amount of such excess or return to Buyer the amount of such excess. Seller acknowledges that Buyer's acceptance of or payment for any of the goods or services shall not relieve Seller of any of its obligations under this Order (including, without limitation, its obligation to indemnify Buyer for breaches of the warranties made by Seller with respect to the goods or services), which obligations shall survive Buyer's acceptance of and payment for such goods and services. In addition, Seller covenants and agrees not to raise Buyer's acceptance of or payment for such goods or services as a defense to any claim made by Buyer against Seller for indemnification or damages.
5. **Taxes.** Seller's price includes all payroll and/or occupational taxes, any value added tax that is not recoverable by Buyer and any other taxes, fees and/or duties applicable to the goods and/or services purchased under this Order; provided, however, that any state and local sales, use, excise and/or privilege taxes, if applicable, will not be included in Seller's price but will be separately identified on Seller's invoice. If Seller is obligated by law to charge any value added and/or similar tax to Buyer, Seller shall ensure that if such value added and/or similar tax is applicable, that it is invoiced to Buyer in accordance with applicable rules so as to allow Buyer to reclaim such value added and/or similar tax from the appropriate government authority. Neither party is responsible for taxes on the other party's income or the income of the other party's personnel or subcontractors. If Buyer is required by government regulation to withhold taxes for which Seller is responsible, Buyer will deduct such withholding tax from payment to Seller and provide to Seller a valid tax receipt in Seller's name. If Seller is exempt from such withholding taxes as a result of a tax treaty or other regime, Seller shall provide to Buyer a valid tax treaty residency certificate or other tax exemption certificate at a minimum of thirty (30) days prior to the payment being due.
6. **Delivery.**
 - (a) Time is of the essence with respect to this Order. The goods shall be delivered by complete shipment on or before the date of delivery specified on the face of this Order, unless an extension of time for delivery or a partial shipment is agreed upon in writing by an authorized agent of the Buyer. Delivery shall be to the "Ship To" place and in accordance with the delivery terms specified on the face of the Purchase Order, and risk of loss shall



be upon Seller until Buyer has care, custody and control of the goods upon its acceptance at such place of delivery, during normal business hours. Title to the goods passes to Buyer upon delivery of the goods in accordance with the delivery terms set forth on the face of the Purchase Order. Buyer may specify contract of carriage and named place of delivery in all cases. Failure of Seller to comply with any such Buyer specification shall cause all resulting transportation charges to be for the account of Seller and give rise to any other remedies available at law or equity. Buyer shall have the right to demand all of the goods at one time or in portions from time to time within the time of delivery herein provided, notwithstanding any prior dealings or usage of trade to the contrary. At the time of delivery to the delivery destination, Seller shall provide Buyer with notice of such shipment. IN ALL CASES, SELLER MUST PROVIDE TO BUYER, VIA THE PACKING LIST AND THE CUSTOMS INVOICE (AS APPLICABLE), THE COUNTRY OF ORIGIN AND THE APPROPRIATE EXPORT CLASSIFICATION CODES, INCLUDING, IF APPLICABLE, THE SPECIFIC EXPORT CONTROL CLASSIFICATION NUMBER (ECCN), THE U.S. EAR99 DESIGNATION OR E.U. LIC99 DESIGNATION, THE U.S. MUNITIONS LIST CATEGORY NUMBER AND THE FULL TARIFF CODES (E.G., THE TEN-DIGIT TARIFF CODES IN THE COUNTRY OF EXPORT AND THE COUNTRY OF IMPORT, IF APPLICABLE) OF EACH AND EVERY ONE OF THE GOODS SUPPLIED PURSUANT TO THIS ORDER. SELLER SHALL ADVISE BUYER IF ANY ONE OF THE GOODS

SUPPLIED BY SELLER REQUIRES AN EXPORT LICENSE. Buyer's right to require strict performance by Seller shall not be affected by any waiver, forbearance or course of dealing.

(b) If goods will cross an international border, Seller shall provide a commercial invoice as required for customs clearance. The invoice shall be in English language, or the destination country specific language, and shall include: contact names and phone numbers of the persons at Seller who have knowledge of the transaction; Buyer's Purchase Order number; relevant project name; Buyer's Purchase Order line number; release number (in the case of a blanket order); part number and detailed description of the merchandise; unit purchase price in currency of the transaction; shipment quantity; delivery terms and named location; country of origin of the goods; and appropriate export classification codes. For goods originating in or transiting the United States that as applicable. In addition, all goods or services provided by Buyer to Seller for the production or development of the goods and not included in the purchase price shall be separately identified on the invoice (i.e., consigned material, tooling, etc.). Each invoice shall also include the applicable Purchase Order number or other reference information for any consigned goods and shall identify any discounts or rebates from the base price used in determining the invoice value.

(c) If goods will cross an international border, Seller shall mark all wood packaging material (e.g., pallets and crates) delivered to Buyer as either heat treated or fumigated with methyl bromide in accordance with the standards based on the International Plant Convention, including, without limitation, the International Plant Protection Convention's International Phytosanitary Measure 15 ("ISPM 15"). Seller shall mark the wood packaging material in the currently approved ISPM 15 format in a visible location on each article, preferably on at least two opposite sides of the article, with a legible and permanent mark that indicates that the article meets the ISPM 15 requirements. Additionally, Seller certifies to Buyer that all wood packaging material has been either heat treated or fumigated in accordance with ISPM 15 and shall provide additional written confirmation of such certification to Buyer upon request. If any wood packaging material is rejected by a government authority for failure to comply with ISPM 15, or similar standards, Seller agrees to reimburse Buyer for any resultant costs, fees, losses, and penalties incurred by Buyer and Buyer shall have no obligation to pay for such rejected wood will cross an international border, Seller will include a Destination Control Statement on the invoice pursuant to 15 C.F.R. Part 758.6 or 22 C.F.R. Part 123.9, packaging material.

(d) If goods will cross an international border, and delivery terms of this Order are specified as FCA destination country, then for goods originating in or transiting the United States, Seller shall supply the requisite Electronic Export Information to include in the Automated Export System (AES) record as required for export of the goods by the Foreign Trade Regulations (15 C.F.R. Part 30) issued by the U.S. Census Bureau and for any goods that are delivered FCA to the European Union from a country not belonging to the European Union (including Norway), Seller shall provide the transit document (T1).

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

(f) If the shipping term specified on the face of the Purchase Order is Ex Works (Incoterms 2010), when the goods are ready for collection, the Seller shall contact Buyer's nominated freight forwarding agent to specify the place of collection and a contact name and phone number. Seller shall also provide a copy of the export invoice, and a detailed packing list showing the package dimensions, weights, and the nature of the packaging in accordance with Section 6 hereof. For all Purchase Orders specifying the shipping term Ex Works (Incoterms 2010), collection shall be FOT – FREE ON TRUCK, unless otherwise specified on the face of the Purchase Order.

7. Importer of Record and Drawback. If goods are to be delivered DDP (INCOTERMS 2010) to the destination country, Seller agrees that Buyer will not be a party to the importation of the goods, and that the transaction(s) represented by this Order will be consummated after importation and that Seller will neither cause nor permit Buyer's name to be shown as the "importer of record" on any customs declaration. Seller also confirms that under such DDP delivery that it has non-resident importation rights, if necessary, into the destination country with knowledge of the necessary import laws. If Seller is the importer of record for any goods, including component parts thereof, associated with this Order, Seller shall provide Buyer required documentation for Duty Drawback purposes which includes, but is not limited to, Customs Form 7552 entitled "Certificate of Delivery" properly executed as well as Customs Form 7501 entitled "Entry Summary" and a copy of Seller's invoice.



8. Export Controls. The products purchased by Buyer and received from Seller are intended for end use, directly or indirectly, in the performance of Buyer's operations, including but not limited to drilling and rig-project operations. The parties agree to comply with all applicable United States and international anti-boycott, export control, sanctions laws, and any applicable foreign export and import laws or regulations consistent with U.S. law or any applicable export control and sanctions laws of any other government having jurisdiction over the transaction or the parties, including but not limited to laws which may penalize or prohibit (a) transactions involving persons, companies, or entities involved in activities related to the proliferation of nuclear, missile, or chemical/biological weapons, or missiles that deliver such weapons; (b) transactions involving any person, company, or other entity appearing on any applicable list of prohibited parties maintained by the United States Government; (c) transactions involving countries against which the United States maintains economic sanctions or embargos under statute, Executive Order, or any government in any applicable jurisdiction, or regulations issued by the Office of Foreign Assets Control ("OFAC"), 31 C.F.R. Subtitle B, Chapter V, as amended from time-to-time; and (d) transactions involving any person, company, or entity acting or purporting to act, directly or indirectly, on behalf of, or an entity owned or controlled by, any party identified in (a) through (c) above. The aforesaid obligations shall survive any satisfaction, expiration, termination or discharge of any other contract obligations.

9. Inspection. All goods covered by this transaction shall be subject to inspection at all times and places both as to progress and materials and workmanship, and shall be subject to final inspection and acceptance prior to shipment and following receipt thereof, by an authorized representative of the Buyer.

10. Packaging, Marking and Shipment. All shipments must be packed, preserved, crated, bundled, **marked**, etc., in accordance with any special conditions shown herein, or in the case no such special conditions exist, the goods shall be suitably packed to secure lowest transportation cost and in accordance with the requirements of common carriers and in a manner consistent with all applicable United States and international laws and regulations. For shipments to or within the **U.S. and other Beta destinations**, Seller shall comply with U.S. Department of Transportation regulations governing the packaging, marking, shipping and documentation of hazardous materials including hazardous materials specified pursuant to 49 CFR, and the International Maritime Organization (IMO) and the International Air Transport Association (IATA). The Material Safety Data Sheet, if required, must be attached to the goods and a copy included with the Seller's commercial invoice or packing list. Seller shall comply with all wood packaging material requirements as set forth in Article 6(c) above. For shipments sold in, destined to or circulating within the European Community, the Seller shall provide the Dangerous Goods Declaration.

Seller shall include the following information on each shipment and the associated documentation under this Order: Buyer's Purchase Order number, relevant project name, case number, serial number, **country of origin**, destination shipping address, gross/net weight in kilograms, dimensions in meters/centimeters and feet/inches, center of gravity for items greater than one (1) ton, precautionary marks (e.g. fragile, glass, air ride only, do not stack, etc.), loading hook/lifting points and chain securing locations where applicable to avoid damage and improper handling. For goods shipped by Seller in two (2) or more packages, the Seller shall clearly mark the packages to show the sequence of each package (i.e. 1 of 2, 2 of 2) and the packing list shall clearly show the contents contained in each package. Seller shall place all marking in a conspicuous location as legibly, indelibly and permanently as the nature of the article or container will permit. All goods shall be packed in an appropriate manner, giving due consideration to the nature of the goods, with packaging suitable to protect the goods during transport from damage and otherwise to guarantee the integrity of the goods to destination. Goods that cannot be packed due to size or weight shall be loaded into suitable containers, pallets or crossbars thick enough to allow safe lifting and unloading. Unless specifically stated in writing in the Purchase Order, no charge for boxing, packaging, marking, storing and transporting, etc., shall be allowed. Seller shall include one copy of the packing list with each shipment. Buyer's count will be accepted as final and conclusive on all shipments not accompanied by a packing list.

11. Invoices. Seller shall submit the original invoice to the "Invoice To" entity and address stated on the face of the Purchase Order together with the original bill of lading or express receipts properly signed by carrier's representative for each and every shipment against this Order. In all cases, Buyer's Purchase Order number(s) and relevant project name must be plainly marked on all invoices, bills of lading, packing lists and shipping orders submitted by Seller. If transportation is charged on an invoice, Seller shall also submit the original receipted expense bill. Delay in receiving invoices, and errors and omissions on invoices shall be considered just cause for withholding settlement without losing any cash discount privilege. In preparing invoices, Seller shall include all descriptive matter as shown in this Order, in addition to any information customarily furnished by the trade.

12. Tooling. All dies, patterns, and tooling ordered, and such tooling and material furnished by Buyer, shall be used solely in the performance of work and furnishing of goods ordered by Buyer. Such tooling and property shall be subject at all times to disposition as Buyer may direct and shall not be commingled with property belonging to Seller or others, Seller agrees to maintain inventory control of all such tooling and materials and to furnish inventories hereof if required by Buyer.

13. Variations and/or Changes. Except as specifically provided for herein, no changes as to delivery date, delivery destination, quantities, description, prices, or any other term of this Order shall be made, nor shall any charge for any extras be allowed unless same have been authorized in writing by Buyer's authorized agent, and the proper price adjustment stated in such revision to this Order.

14. Returns. With or without terminating this Order, Buyer may return at Seller's expense defective goods, or goods not complying herewith, goods delivered after the delivery date specified herein, and quantity supplied in excess of the quantity specified herein and Buyer shall have no obligation to pay for any such returned goods. Buyer may charge Seller with any loss or expense sustained as a result of such delivery, and the test or inspection costs of such rejected goods.

15. Warranties and Guarantees. WITHOUT LIMITATION OF ANY OTHER WARRANTIES OR GUARANTEES (EXPRESS OR IMPLIED), SELLER EXPRESSLY WARRANTS FULL AND UNENCUMBERED TITLE TO THE GOODS SUPPLIED HEREUNDER; THAT ALL GOODS WILL BE FIT AND SUFFICIENT FOR THE PURPOSES INTENDED; THAT ALL GOODS WILL BE FREE FROM DEFECTS IN DESIGN, WORKMANSHIP AND MATERIALS; THAT ALL GOODS WILL BE MANUFACTURED, LABELED AND PACKED FOR SHIPMENT IN ACCORDANCE WITH ALL



APPLICABLE INTERNATIONAL AND UNITED STATES (AND WITHIN THE UNITED STATES, ANY APPLICABLE STATE AND LOCAL) LAWS AND ALL ORDERS, RULES, REGULATIONS, STATUTES, ORDINANCES, CODES (GOVERNMENT AND INDUSTRY) AND STANDARDS (GOVERNMENT AND INDUSTRY); THAT THE GOODS WILL NOT INFRINGE OR VIOLATE THE INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS OF ANY THIRD PARTY; AND THAT THE GOODS AND THE SALE OF THE GOODS SHALL COMPLY WITH ALL INTERNATIONAL AND UNITED STATES (AND WITHIN THE UNITED STATES, ANY APPLICABLE STATE AND LOCAL) LAWS, RULES, REGULATIONS, STATUTES, ORDINANCES, CODES (GOVERNMENT AND INDUSTRY) AND STANDARDS (GOVERNMENT AND INDUSTRY) AS ANY MAY APPLY TO SUCH GOODS. THE FOREGOING WARRANTIES SHALL SURVIVE BUYER'S ACCEPTANCE OF AND PAYMENT FOR THE GOODS. SELLER FURTHER WARRANTS THAT FOR A PERIOD OF EIGHTEEN (18) MONTHS FROM THE DATE THE GOODS ARE DELIVERED TO BUYER OR TWELVE (12) MONTHS FROM DATE OF START-UP, WHICHEVER OCCURS FIRST ("WARRANTY PERIOD"), SUCH GOODS WILL BE FREE FROM DEFECTS IN MATERIALS, DESIGN AND WORKMANSHIP AND SUCH GOODS WILL COMPLY WITH THE ORDER AND WITH ANY DRAWINGS, SPECIFICATIONS AND APPLICABLE SAMPLES SPECIFIED THEREIN. SELLER AGREES TO PROMPTLY REPAIR OR REPLACE ALL SUCH DEFECTIVE OR NON-CONFORMING GOODS AT NO CHARGE TO BUYER DURING THE APPLICABLE WARRANTY PERIOD. IF SELLER FAILS TO SO REMEDY SUCH DEFECTS WITHIN A REASONABLE TIME AFTER BEING NOTIFIED BY BUYER, BUT IN NO EVENT LATER THAN THIRTY (30) CALENDAR DAYS FROM SUCH NOTICE, BUYER MAY, AT ITS ELECTION, EITHER (i) DEDUCT OR WITHHOLD THE FULL SALE PRICE FOR SUCH GOODS INCLUDING REASONABLE COSTS INCURRED BY BUYER TO REMEDY SUCH DEFECTS ("FULL CONTRACT PRICE") FROM AMOUNTS OTHERWISE DUE AND OWING BY BUYER TO SELLER OR, (ii) RECOVER REIMBURSEMENT OF THE FULL CONTRACT PRICE FROM SELLER NO LATER THAN THIRTY (30) CALENDAR DAYS FROM THE DATE OF BUYER'S INVOICE TO SELLER FOR SAME.

SELLER FURTHER EXPRESSLY WARRANTS THAT NO LIENS, CHARGES, ENCUMBRANCES, SECURITY INTEREST OR RIGHTS IN REM OF ANY KIND ("ENCUMBRANCES"), SHALL AT ANY TIME LIE OR ATTACH AGAINST OR UPON ANY OF THE GOODS, OR THE PARTS, MATERIAL OR EQUIPMENT RELATED THERETO, INCLUDING ANY ITEM OR EQUIPMENT FURNISHED BY SELLER OR ANY MANUFACTURER, SUBCONTRACTOR, OR VENDOR OF SELLER FURNISHING THE GOODS UNDER THIS ORDER. NOTHING CONTAINED HEREIN SHALL IN ANY WAY LIMIT ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, WHICH ARISE AS A RESULT OF THIS ORDER. ALL WARRANTIES AND GUARANTEES SURVIVE ACCEPTANCE OF THE GOODS. NO USED OR SECONDHAND MATERIALS AND/OR EQUIPMENT SHALL BE FURNISHED OR INCORPORATED INTO ANY GOODS FURNISHED HEREUNDER UNLESS SPECIFICALLY AUTHORIZED BY BUYER OR BUYER'S AUTHORIZED AGENT AND SO RECITED IN THIS ORDER.

UNLESS APPROVED BY BUYER IN WRITING, SELLER SHALL NOT FURNISH ANY GOODS MANUFACTURED BY THIRD PARTIES THAT DO NOT CARRY FULLY ASSIGNABLE WARRANTIES. WITH REGARD TO GOODS SOLD HEREUNDER AND MANUFACTURED BY THIRD PARTIES, SELLER SHALL OBTAIN FROM EACH MANUFACTURER THE BEST COMMERCIALY AVAILABLE WARRANTY AND SHALL ASSIGN SUCH MANUFACTURER'S WARRANTY TO BUYER. WHEN REQUESTED BY BUYER, SELLER SHALL ASSIST BUYER IN THE ENFORCEMENT OF ANY SUCH ASSIGNED MANUFACTURER'S WARRANTY.

THE PARTIES ACKNOWLEDGE AND AGREE THAT THE APPLICATION OF ALL OR ANY OF THE PROVISIONS OF THE UNITED NATIONS

CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS, AND THE 1974 CONVENTION ON THE LIMITATION PERIOD IN THE INTERNATIONAL SALE OF GOODS, AS AMENDED BY THE 1980 VIENNA PROTOCOL (ALSO KNOWN AS THE "VIENNA CONVENTION") TO THIS ORDER IS EXPRESSLY EXCLUDED IN ALL RESPECTS.

16. Indemnities. Seller agrees to protect, indemnify and hold harmless the Buyer and its subsidiaries and affiliates and each of their respective shareholders, partners, members, managers, employees, officers, directors, agents and representatives (collectively, "Buyer Group"), from and against any and all claims, actions, damages, costs and losses, expenses (including attorneys' fees and court costs), penalties, fines, obligations and liabilities of any kind (including damage to the environment), (collectively, "Losses"), relating to or arising out of: (1) any negligence or willful misconduct of Seller, its employees, workmen, servants or agents, relating to this Order; (2) Seller's breach of any representation, warranty or covenant contained in this Order; (3) any violation of law by Seller or its employees, workmen, servants or agents in the performance of this Order; (4) any and all claims related to the infringement or claimed infringement of any patent in the manufacture and/or sale of the goods and services covered by this Order or connected with the use thereof by Buyer; and (v) any injury to life or property caused by the Goods being defective. Notwithstanding anything herein to the contrary, Buyer reserves the right to be represented in any such legal actions or settlement of such claims by attorneys of its own selection at its own expense.

17. Default and Remedies. Seller understands and agrees that its failure to comply with any one or more of the provisions of this Order shall render Seller, at the sole option of Buyer, in default under this Order. In addition to all of the rights and remedies provided by law or equity, and as provided elsewhere herein and/or in any applicable Master Services Agreement, Buyer hereby reserves the right to terminate all or any portion of this Order upon default by Seller of any provision of this Order.

18. Performance Bond. If requested by Buyer at any time during Seller's performance of this Order, Seller shall furnish a performance bond or a performance and payment bond in the amount of the purchase price, as it may be fixed or estimated by Buyer, with such sureties as Buyer may approve.

19. No Liens. Seller shall produce evidence satisfactory to Buyer that no Encumbrances have arisen or will arise as a prerequisite to any payments due under this Order. In the event an Encumbrance is filed or asserted, Buyer in addition to all other remedies at law and elsewhere herein may (a) withhold from any payments due or to become due to Seller until such Encumbrance is released or discharged or bonded by Seller a sum equal to the amount determined by Buyer to be required to secure the release or discharge of such Encumbrance, which amount shall include the estimated amount of all expenses which might be incurred therewith, or (b) secure the removal of such Encumbrance, in which event Buyer shall be reimbursed for its cost in securing such discharge or release (which cost shall include any expenses incurred in connection therewith) by deducting such sum from any payment due or to become due to Seller under this Order. In the event such cost is in excess of the amount of any of such reimbursement by deductions, Seller agrees to pay the amount of such excess to Buyer upon demand.



20. Assignments. Seller may not assign any of its rights or delegate any of its duties under this Order without the prior written consent of Buyer.
21. Independent Contractor. Seller is an independent contractor with respect to its performance hereunder and neither Seller nor any of those employed by Seller shall be deemed the agents, representatives, employees or servants of Buyer. Seller shall have complete and sole control over its employees, the details of the performance of this Order, and the methods by which this Order is accomplished.
22. Insurance. Seller agrees to carry, at its sole expense, Commercial General Liability Insurance, including Contractual Liability Insurance, Products Liability/Completed Operations Insurance, covering all operations and work hereunder in the amount of not less than \$1,000,000 each occurrence/\$2,000,000 aggregate combined single limit for bodily injury and property damage liability for all liability arising out of the injury to or death of one or more persons in any one occurrence, or destruction of property in any one occurrence. Such insurance shall include Buyer Group as an additional insured with respect to all operations and work hereunder and such insurance shall provide that it applies separately to each insured against whom claim is made or suit is brought. Such insurance shall contain a Waiver of Subrogation in favor of Buyer Group and shall provide for 30 days prior written notice to Buyer of any cancellation or material change. Seller also agrees to carry, at its sole expense, Automobile Liability Insurance including hired and non-ownership liability insurance in the amount of not less than \$1,000,000 combined single limit for bodily injury and property damage liability. Such insurance shall include Buyer Group as an additional insured, contain a Waiver of Subrogation in favor of Buyer Group and shall provide for 30 days prior written notice to Buyer of any cancellation or material change.

To the extent Seller or any of Seller's employees, affiliates or subcontractors are contemplated to enter Buyer's facilities or operations, Seller shall self-insure or carry statutory Worker's Compensation and Employer's Liability Insurance covering all operations and work hereunder in an amount not less than \$1,000,000 per person. Such insurance shall contain a Waiver of Subrogation in favor of Buyer Group and shall provide for 30 days prior written notice to Buyer of any cancellation or material change. Seller agrees to maintain Umbrella Excess Liability Insurance in the amount of \$10,000,000 each occurrence in excess of the Commercial General Liability, Automobile Liability & Employer's Liability. Such insurance shall include Buyer Group as an additional insured and contain a Waiver of Subrogation in favor of Buyer Group and shall provide for 30 days prior written notice of any cancellation or material change.

Seller shall promptly provide to Buyer Certificates of Insurance. The above insurance requirements are minimum requirements and shall not limit Seller's liability to Buyer or Buyer Group in any manner. All such insurance must be with insurance carriers with a minimum A.M. Best Rating of A VIII or better.

23. Confidentiality. All plan, drawings, designs and specifications which may be supplied by Buyer to Seller shall remain the property of Buyer and any information derived therefrom or otherwise communicated to Seller shall be regarded by Seller as strictly confidential, to be used exclusively by Seller for performance of this Order, and shall not be disclosed to any third party or made use of by Seller except in connection with the performance of this Order. Further, all of such information shall be returned to Buyer on demand, with no copies being retained by Seller. Seller's obligation to maintain the confidentiality of such information shall survive in perpetuity.

24. Governing Law; Waiver of Jury Trial.

For purposes of this Article 24, the term "Originates" shall mean the location of the entity defined as Buyer on the face of the Purchase Order.

(a) REGARDLESS OF WHERE A PURCHASE ORDER ORIGINATES, THIS ORDER (INCLUDING, FOR THE AVOIDANCE OF DOUBT, THESE TERMS AND CONDITIONS AND ANY ASSOCIATED PURCHASE ORDERS) AND ALL MATTERS ARISING, DIRECTLY OR INDIRECTLY, FROM THIS ORDER (INCLUDING ANY DISPUTES ARISING HEREUNDER) SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE PRINCIPALS OF CONFLICTS OF LAWS OR CHOICE OF LAWS THEREOF. BUYER AND SELLER EXPRESSLY AGREE THAT, WITH RESPECT TO ANY DISPUTE, LITIGATION OR OTHER MATTER RELATING TO OR ARISING OUT OF THE RELATIONSHIPS CONTEMPLATED BY THIS ORDER, CO-EXCLUSIVE JURISDICTION AND VENUE THEREOF SHALL BE IN THE FEDERAL COURT OF THE UNITED STATES LOCATED IN THE SOUTHERN DISTRICT OF NEW YORK OR THE SUPREME COURT OF THE STATE OF NEW YORK, NEW YORK COUNTY, AND EACH OF BUYER AND SELLER EXPRESSLY (i) CONSENTS TO THE CO-EXCLUSIVE JURISDICTION AND VENUE OF SUCH COURTS, (ii) AGREES THAT ALL CLAIMS WITH RESPECT TO ANY SUCH ACTION OR PROCEEDING SHALL BE HEARD AND DETERMINED IN SUCH COURTS, (iii) IRREVOCABLY WAIVES ANY DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF ANY ACTION OR PROCEEDING IN SUCH COURTS, (iv) CONSENTS TO SERVICE OF PROCESS BY MAILING OR DELIVERING SUCH SERVICE TO THE PARTY AT ITS RESPECTIVE PRINCIPAL BUSINESS ADDRESS AND (v) AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING FROM WHICH THERE IS NO FURTHER APPEAL SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN ANY OTHER JURISDICTIONS (INCLUDING JURISDICTIONS OUTSIDE OF THE UNITED STATES) BY SUIT ON THE JUDGMENT OR IN ANY MANNER PROVIDED BY LAW.

(b) EACH OF BUYER AND SELLER HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY LAWSUIT, PROCEEDING OR ACTION TO ENFORCE OR DEFEND ANY OF THEIR RIGHTS UNDER THIS ORDER AND AGREES THAT ANY LAWSUIT, PROCEEDING OR ACTION WILL BE TRIED BEFORE A JUDGE AND NOT BEFORE A JURY.

25. Compliance with Laws. Seller represents that the goods and services furnished hereunder will be produced or rendered in accordance with all applicable laws, regulations and orders, and all amendments and revisions thereto.

26. Government Regulations Incorporated by Reference. Buyer requires from its contractors, subcontractors and suppliers, compliance with the statutes and executive orders set forth below, as well as the rules, regulations and orders promulgated thereunder concerning nonexempt contract and purchase orders. Seller, unless otherwise exempt thereunder, hereby agrees to strictly comply with the requisites of each of the following statutes,



executive orders, rules and regulations, and all amendments, revisions, and/or repealing and superseding statutes, executive orders, rules, and regulations, as enacted, issued, or promulgated, as per their effect: (1) EO 11246: 41 CFR 60-1.4(a), (2) Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended, 38 USC 2012; 41 CFR 60-250.4, (3) Rehabilitation Act of 1973, as amended, 20 USC 793; EO 11758, 41 CFR 60-741.4, (4) Nonsegregated Facilities, 41 CFR 60-1.8, (5) 41 CFR 60-1.7, (6) EO 11246: 41 CFR 60-1.40; 41 CFR 60-2, (7) Clean Air Act, as amended, 42 USC 1857, et seq; Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq; EO 11738; 40 CFR 15; 41 CFR 1-1.2301-2, (8) OSHA Act of 1970, as amended, 29 USC 651, et seq; 29 CFR 1901, et seq, (9) Age Discrimination in Employment Act of 1967, as amended, 29 USC 621, et seq; EO 11141; 29 CFR 850, et seq, (10) 42 USC 6921, et seq; 40 CFR 260, et seq; 40 CFR 122, et seq, (11) Section 2.11, Public Law 95-507, (12) EO 12138.

27. Code of Business Conduct and Ethical Practices/Gifts, Gratuities and Entertainment Policy. Seller hereby acknowledges receipt of Buyer's Code of Business Conduct and Ethical Practices (the "Code") and Gifts, Gratuities and Entertainment Policy (the "Policy") and acknowledges that it has reviewed and understands the Code and the Policy and agrees to be bound by the terms of the Code and the Policy. For the avoidance of doubt, Seller agrees that it shall not pay, promise to pay, authorize a payment for, give, promise to give, or authorize the giving of anything of value, including but not limited to direct or indirect payments of money, commissions, gifts, entertainment, travel expenses, political or charitable contributions, or services, to: (a) any employee of Buyer; or (b) any third party, including any employee or official of a government, or any third party at the request of or for the benefit of any such employee or official, for purposes of (i) influencing any act or decision of such recipient, (ii) inducing such recipient to do or refrain from doing any act in violation of the lawful duty of such recipient; (iii) securing any improper advantage; or (iv) inducing such recipient to use his influence to affect or influence any act or decision with respect to any activities undertaken relating to this Order.

28. Seller Audits. Seller hereby acknowledges that it is subject to periodic audits by Buyer or Buyer's clients to verify that Seller has complied with and currently is in compliance with these Terms and Conditions. Seller hereby agrees to cooperate with Buyer and Buyer's clients in connection with any such audit. Buyer or Buyer's clients have the right to examine all relevant documents, records, equipment, materials and goods in the possession or under the control of Seller related to any of Seller's obligations under this Purchase Order or any other purchase order.

29. Severability. If any term or provision of this Order, or the application thereof to any person or circumstance, shall at any time or to any extent be invalid, illegal or unenforceable in any respect as written, Buyer and Seller intend for any court or arbitrator construing this Order to modify or limit such provision temporally, spatially or otherwise so as to render it valid and enforceable to the fullest extent allowed by law. Any such provision that is not susceptible of such reformation shall be ignored so as not to affect any other term or provision hereof, and the remainder of this Order, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid, illegal or unenforceable, shall not be affected thereby and each term and provision of this Order shall be valid and enforced to the fullest extent permitted by law.

30. Notices. All communications pursuant to this Order shall be in writing and shall be personally delivered, mailed by U.S. mail (postage prepaid), faxed or emailed; provided, however, that notice by fax or email shall be confirmed promptly in writing by U.S. mail. Notice shall be deemed effective upon receipt.

31. Complete Agreement. The provisions of this Order are intended by the parties as a final expression of their agreement to the terms and conditions contained herein, and as a complete and exclusive statement of all terms and conditions.