
1. Acceptance of Purchase Order

Agreement by Seller to furnish the materials, parts and products (“goods”) or to provide the services (“services”) as set out in the Purchase Order, including the products resulting from services hereby ordered, or its commencement of such performance, or acceptance of any payment, shall constitute Seller’s unqualified acceptance of this Purchase Order subject to these terms and conditions. In the event that this Purchase Order does not state price or delivery, Buyer will not be bound to any prices or delivery to which it has not specifically agreed in writing. Any terms or conditions proposed by Seller inconsistent with or in addition to the terms and conditions herein contained shall be void and of no effect unless specifically agreed to by Buyer in writing. Modifications hereof or additions hereto, to be effective, must be made in writing and be signed by Buyer’s purchasing representative. These terms and conditions, together with any referenced exhibits, attachments or other documents, constitute the entire agreement between the Parties with respect to the subject matter of this Purchase Order; they supersede any prior or contemporaneous written or oral agreements pertaining thereto; and Buyer acknowledges that it has not relied on any statement, representation or assurance other than those expressly set out in these terms and conditions and any such referenced documents.

2. Shipping Instructions

- (a) Seller shall be responsible for ensuring the proper packaging of goods hereunder. No charges will be allowed for packing, crating, freight, local cartage, and/or any other services unless so specified in this Purchase Order.
- (b) If Seller uses wood packaging materials such as pallets, crates, boxes, dunnages, cases, skids and pieces of wood used to support or brace cargo being imported into the European Community they shall be heat treated or fumigated with methyl bromide and be appropriately marked, all in accordance with the ISPM Guidelines for Regulating Wood Packaging Material in International Trade (ISPM 15) of the International Standards of Phytosanitary Measures (as amended from time to time).
- (c) Seller shall at all times comply with Buyer’s written shipping instructions and Incoterms[®] (2020) reflected on the Purchase Order. Unless otherwise directed, or regulations restrict, all items shipped on the same day from and to a single location must be consolidated on one bill of lading or air bill, as appropriate. Seller shall submit all required shipping papers to Buyer prior to final payment. Title to goods furnished under this Purchase Order shall pass to Buyer upon delivery and risk shall pass only on acceptance by the Buyer or as otherwise specified in the Purchase Order. For goods purchased FCA Seller’s premises, Seller shall not insure and not declare a value except when transportation rates are based on “released value,” in which instance Seller shall annotate on the bill of lading the lowest released value provided in applicable tariffs.
- (d) Should the Buyer elect to have some, or all, goods purchased under a Purchase Order sent to a location other than its own, including to the Buyers End Customer or to another supplier of Buyers, then such instruction will be indicated on the Purchase Order presented to the Seller. In such scenario and upon completion of the Services, Seller will still forward all documentation for the goods to the Buyer, to the attention of the Supervisor of Receiving Inspection, for review. Upon acceptance, Buyer will forward the approved documentation to the supplier or End Customer to commence their work.

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- (e) Cleaning, preservation and packaging shall be in accordance with the drawing and applicable specifications. When packaging requirements are not otherwise specified, the Seller shall use best commercial practices with respect to cost, prevention of damage in transit and safety levels. The packaging slip or invoice shall be attached on the outside of the shipping container. The Certificate of Compliance and other requested documentation shall be attached to a duplicated copy of the packing slip and placed inside a clearly marked box, stating that it contains documentation.
 - (f) Purchase Order number(s) must appear on all correspondence, shipping labels, and shipping documents, including all packing sheets, bills of lading, air bills, and invoices.
 - (g) Invoices shall be produced entirely in English and shall include the elements set forth in Exhibit A.

3. **Delivery; Notice of Delay; Obsolescence**

- (a) On time performance is a material condition of this Purchase Order and failure to perform according to the delivery schedule in this Purchase Order, if unexcused, shall be considered a material breach. On-time delivery performance is measured as zero (0) days late. No acts of Buyer, including without limitation modifications of this Purchase Order or acceptance of late deliveries, shall constitute a waiver of this provision. Buyer also reserves the right to refuse or return at Seller's risk and expense shipments made in excess of this Purchase Order or in advance of required schedules, or to defer payment on advance deliveries until scheduled delivery dates.
- (b) Seller shall notify Buyer in writing immediately of any actual or potential delay to the performance of this Purchase Order. Such notice shall include a proposed revised delivery schedule but such notice and proposal or Buyer's receipt or acceptance thereof shall not constitute a waiver to Buyer's rights and remedies hereunder.
- (c) During performance of this Purchase Order, Seller shall promptly notify Buyer of any planned obsolescence of the good(s) set out in this Purchase Order. "Obsolete Part" means a part that is no longer in production by the original manufacturer or an aftermarket manufacturer that has been provided express written authorization from the current design activity or original manufacturer. The Seller shall take appropriate actions to mitigate Obsolete Parts in order to maximize the availability and use of authentic, originally designed, and qualified parts. The Seller shall provide a "Last Time Buy Notice" at least twelve (12) months prior to any action to discontinue any item purchased. The "Last Time Buy Notice" should be sent in writing to the appropriate Buyer representative.

4. **Termination for Convenience**

- (a) Buyer may, by written notice, terminate this Purchase Order for convenience and without cause, in whole or in part, at any time, and such termination shall not constitute default. In the event of partial termination, Seller is not excused from performance of the non-terminated balance of work under the Purchase Order.
- (b) In the event of termination for convenience by Buyer, Seller shall be reimbursed for actual, reasonable, substantiated and allocable costs, plus a reasonable profit for work performed to date of termination. Any termination settlement proposal shall be submitted to Buyer

promptly, but no later than sixty (60) calendar days from the date of the termination. In no event shall the amount of any settlement be in excess of the Purchase Order value. Buyer may take immediate possession of all goods, complete or incomplete, and all products resulting from services upon written notice of termination to Seller.

5. Termination for Default

- (a) Buyer may, after providing Seller with ten (10) calendar days written notice, and upon Seller's failure to cure such default in that ten (10) day period ("Cure Period"), terminate this Purchase Order in whole or in part at any time by notice in writing for (i) breach of any one or more of its terms, (ii) failure to deliver goods or services within the time specified by this Purchase Order or any written extension, (iii) failure to make progress so as to endanger performance of this Purchase Order, or (iv) failure to provide adequate assurance of future performance; provided, however, there shall be no Cure Period for default related to failure to meet the delivery schedule or defaults incapable of cure. Buyer may also terminate this Purchase Order in whole or in part without a cure period in the event of Seller's breach of its ethics covenants or Raytheon Supplier Code of Conduct requirements, including suspension of business, inability to pay debts, insolvency, appointment of a receiver, liquidator or administrator for Seller's property or business, any assignment, reorganisation or arrangement by Seller for the benefit of its creditors, or any analogous event. In the event of partial termination, Seller is not excused from performance of the nonterminated balance of work under the Purchase Order.
- (b) In the event of Seller's default hereunder, Buyer may exercise any or all rights and remedies accruing to it, both at law, including without limitation, those implied into this Purchase Order by the Province of Ontario Sale of Goods Act 1990 as amended, or in equity. In addition, in the event Buyer terminates for default all or any part of this Purchase Order, Seller shall be liable for Buyer's excess re-procurement costs, including damages resulting from Seller's default.
- (c) Buyer shall have the right to suspend payments where any one or more of the events in Clause 5(a) occur.
- (d) If this Purchase Order is terminated for default, Buyer may require Seller to transfer title to, and deliver to Buyer, as directed by Buyer, any (1) completed supplies, and (2) partially completed supplies and materials, including but not limited to parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "Manufacturing Materials") that Seller has specifically produced or acquired for the terminated portion of this Purchase Order. Upon direction of Buyer, Seller shall also protect and preserve property in its possession in which Buyer has an interest.

6. Force Majeure

- (a) Except for a default of Seller's subcontractor at any tier, neither Buyer nor Seller shall be liable for any failure to perform due to any cause beyond their reasonable control and without their fault or negligence. Such causes include, acts of God or of the public enemy, acts of the government in its sovereign or contractual capacity, fires, floods, epidemics, terrorism, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In the event that performance of this Purchase Order is hindered, delayed or adversely affected by causes of the type described above ("Force Majeure"), then the Party whose performance is so

affected shall so notify the other Party's authorised representative in writing and, at Buyer's option, this Purchase Order shall be completed with such adjustments to the delivery schedule as are reasonably required by the existence of Force Majeure or this Purchase Order may be terminated for convenience pursuant to Section 4.

- (b) Failure of any relevant government to issue any required import or export license, or withdrawal/termination of a required import or export license by such relevant government, shall relieve Buyer of its directly affected obligations under this Purchase Order, and shall relieve Seller of its corresponding obligations.

7. Disputes and Governing Law

- (a) This Agreement and all good(s) sold hereunder shall be governed by and construed according to the laws of the Province of Ontario, Canada, excluding conflicts of law principles. The Parties hereby submit to the jurisdiction of, and agree that any legal proceeding with respect to or arising under any action commenced by either Party shall be brought solely in, the courts of the Province of Ontario having subject matter jurisdiction. Notwithstanding the foregoing, it is understood that while the Buyer under this Agreement is based in Ontario, Canada, it reports into a parent company in the United Kingdom, and thus some terms and conditions of this Agreement may be subject to UK law (for example, the Data Protection clauses set out in Article 39 herein).
- (b) This Agreement shall also specifically exclude the application of the UN Convention on Contracts for International Sale of Goods. Notwithstanding any term or requirement to the contrary, both Parties should comply with all applicable laws and regulations and neither Party should be required to take any action inconsistent with applicable laws or regulations.
- (c) If the Parties are unable to settle the matter within ninety (90) days after their first meeting, then upon the demand of either Party, the matter shall be submitted to binding arbitration: (i) in accordance with the rules of the American Arbitration Association, in the case where the Customer is a U.S. or Canadian based Customer; or (ii) in accordance with the United Nations Commission on International Trade Law, in the case where the Customer is not a U.S. or Canadian based Customer. The arbitration proceeding shall take place in Toronto, Ontario, Canada, and shall be conducted in the English language. The arbitration tribunal shall consist of three (3) members, one (1) appointed by each Party and the third appointed by the first two members. The arbitration tribunal shall resolve the questions submitted, award the relief to which each party may be entitled, and allocate the costs of arbitration. The arbitration award shall be final, binding on the parties, not subject to appeal, and enforceable by any court having jurisdiction over the necessary party or its assets.
- (d) Notwithstanding the foregoing, Seller acknowledges that money damages may not be an adequate remedy for breach of Section 9 and 16 of this Purchase Order, and Seller agrees that Buyer shall be entitled to seek injunctive relief, should Buyer allege that damages are not an adequate remedy for breach of such Sections, and only as necessary to preserve the rights of Buyer pending final resolution of the matter by way of arbitration as set forth in (a) above.
- (e) Pending resolution or settlement of any dispute arising under this Purchase Order, Seller will proceed diligently as directed by Buyer with the performance of this Purchase Order. Irrespective of the place of performance, this Purchase Order and any dispute or claim arising

out of or in connection with it or its subject matter or formation shall be governed and construed in accordance with the laws of England and Wales. The provisions of the "United Nations Convention on Contracts for International Sale of Goods" shall not apply to this Purchase Order, including any amendments or changes to this Purchase Order.

- (f) This Purchase Order constitutes the commercial activities of Seller. Seller hereby waives any sovereign immunity or other immunity from legal proceedings to enforce or collect upon an arbitral award rendered pursuant to this Section 7.

8. Remedies

- (a) Except as otherwise provided herein, the rights and remedies of both Parties hereunder shall be in addition to their rights and remedies at law or in equity. Failure of either Party to enforce any of its rights shall not constitute a waiver of such rights or of any other rights and shall not be construed as a waiver or relinquishment of any such provisions, rights or remedies; rather, the same shall remain in full force and effect.
- (b) Buyer shall be entitled at all times to set off any amount owing at any time from Seller or any of its affiliated companies to Buyer, against any amount payable at any time by Buyer or any of its affiliated companies to Seller.

9. Proprietary Rights

- (a) Unless otherwise expressly agreed in a contemporaneous or subsequent writing to the contrary or otherwise expressly set forth in this Purchase Order and subject to Paragraph 9(d) below, all specifications, information, data, drawings, software and other items supplied to Buyer by Seller shall be disclosed to Buyer on a non-proprietary basis and may be used and/or disclosed by Buyer without restriction.
- (b) Unless otherwise expressly agreed in a contemporaneous or subsequent writing to the contrary or otherwise expressly set forth in this Purchase Order and subject to Paragraph 9(d) below, all specifications, information, data, drawings, software and other items which are (i) supplied to Seller by Buyer or (ii) obtained or developed by Seller in the performance of this Purchase Order or paid for by Buyer shall be proprietary to Buyer, shall be used only for purposes of providing goods or services to Buyer pursuant to this Purchase Order, and shall not be disclosed to any third party without Buyer's express written consent and shall be used, held and stored in a controlled and secure manner. All such items supplied by Buyer or obtained by Seller in performance of this Purchase Order or paid for by Buyer shall be promptly provided to Buyer on request or upon completion or termination of this Purchase Order.
- (c) Unless otherwise expressly agreed in a contemporaneous or subsequent writing to the contrary or otherwise expressly set forth in this Purchase Order and subject to Paragraph 9(d) below, any invention or intellectual property first made or conceived by Seller in the performance of this Purchase Order or which is derived from or based on the use of information supplied by Buyer shall be considered to be the property of Buyer; and Seller shall execute such documents necessary to perfect Buyer's title thereto. Unless otherwise expressly agreed in a contemporaneous or subsequent writing to the contrary or otherwise expressly set forth in this Purchase Order and subject to Paragraph 9(d) below, the Buyer shall own any copyright interest(s) in any work performed/developed/created pursuant to this Purchase

Order. Subject to Paragraph 9(d) below, to the extent any of such works do contain copyright interest(s), Seller hereby assigns to Buyer all its intellectual property rights, including its copyright rights, in such works effective immediately upon creation of such works, including when they are first fixed in a tangible medium and Seller hereby waives all of its statutory moral rights in such works to the fullest extent permissible by law.

- (d) Applicable United Kingdom Government Defence Conditions (DEFCONs) and Defence Standards (DEFSTANs) or specific United Kingdom Government terms and conditions incorporated into this Purchase Order shall, when applicable, take precedence over any conflicting provision of this Section 9 to the extent that such terms, conditions or standards so require. The incorporation by reference of such United Kingdom Government terms, conditions or standards dealing with subcontractors rights in export-controlled information, subject inventions, copyrights, software and similar intellectual property are not intended to, and shall not, unless otherwise required by applicable law, obviate or modify any greater rights which Seller may have previously granted to Buyer pursuant to prior agreements between the Parties.
- (e) With respect to any applicable FAR and DFARS clauses incorporated into this Purchase Order relating to license rights in non-commercial technical data and non-commercial computer software and / or non-commercial computer software documentation, Seller grants to Buyer the right to use, disclose, transfer, copy, modify, combine, integrate or make derivative works of any such non-commercial technical data, non-commercial computer software and/or non-commercial computer software documentation delivered under this Purchase Order, to the extent necessary, and for such period as is required, for Buyer to complete its performance under Buyer's U.S. Government programs. If such computer software or computer software documentation is supplied by Seller to Buyer under this Purchase Order, and such computer software and computer software documentation is for future delivery to Buyer's customers, Buyer shall be permitted to do the following: (i) transfer the computer software, the computer software documentation and licenses granted to Buyer's customers for such period of time as Buyer's customers shall use such computer software or software documentation; (ii) modify the computer software or computer software documentation or combine it with other software subject to the proviso that those portions of the modified software which incorporate the original software are subject to the same license rights as the original software; (iii) grant access to the use of the computer software and computer software documentation to Buyer's affiliates, consultants, subcontractors, team members, customers, and similar parties and to their respective employees in connection with Buyer's and Buyer's customer's
- (f) Notwithstanding anything to the contrary in this Section 9, applicable U.S. Government Procurement Regulations incorporated into this Purchase Order shall, when applicable, take precedence over any conflicting provision of this Section 9 to the extent that such Regulations so require. The incorporation by reference of such U.S. Government Regulations dealing with subcontractors rights in Technical Data, subject inventions, copyrights, software, and similar intellectual property are not intended to, and shall not, unless otherwise required by applicable law, obviate or modify any greater rights which Seller may have previously granted to Buyer pursuant to prior agreements between the Parties.

10. Buyer's and/or Customer Property

- (a) All drawings, tools, jigs, dies, fixtures, materials, and other property supplied or paid for by Buyer shall be and remain the property of Buyer; and if Seller fails to return such property upon Buyer's demand, Buyer shall have the right, upon reasonable notice, to enter Seller's premises and remove any such property at any time without being liable for trespass or damages of any sort.
- (b) All such items shall be used only in the performance of work under this Purchase Order unless Buyer consents otherwise in writing.
- (c) Goods made in accordance with Buyer's specifications and drawings shall not be furnished or quoted by Seller to any other person or concern without Buyer's prior written consent.
- (d) Seller shall have the obligation to maintain any and all property furnished by Buyer to Seller and all property to which Buyer acquires an interest by this Purchase Order and shall be responsible for all loss or damage to said property except for normal wear and tear. Seller shall (i) within two (2) working days of coming to the attention of Seller, report to Buyer the loss, theft, damage, destruction of any such property, or if any such property is found to be malfunctioning or otherwise unsuitable for use and (ii) determine and report the root cause and all pertinent facts as soon as they become known, and corrective action taken to prevent recurrence, at no additional cost to Buyer.
- (e) Upon request, Seller shall provide Buyer with adequate proof of insurance against such risk of loss or damage.
- (f) Seller shall clearly mark, maintain in inventory, and keep segregated or identifiable all of Buyer's property.

11. Release of Information

Seller shall not publish, distribute, or use any information developed under or about the existence of this Purchase Order, or use the Raytheon name (or the name of any division, affiliate or subsidiary thereof), logo, trademark, service mark, or trade dress for the purpose of advertising, making a news release, creating a business reference, creating a website content or for goods or service endorsement or any other such reason without prior written approval of Buyer.

12. Order of Precedence

- (a) In the event of any inconsistency or conflict between or among the provisions of this Purchase Order, such inconsistency or conflict shall, subject to Section 9(d) above, be resolved by the following descending order of preference: 1. Order-specific provisions provided in full text on the Purchase Order as additions to the pre-printed terms; 2. Documents incorporated by reference on the Purchase Order which apply to the Purchase Order as a whole and not to a specific line item therein and not otherwise referenced in this Section 12; 3. These International General Terms and Conditions of Purchase (TC-004) and Supplements thereto; 4. Statement of Work; and 5. Specifications attached hereto or incorporated by reference (see Paragraph 12(b) below).
- (b) Buyer's specifications, including but not limited to Raytheon Quality Notes (see <http://qnotes.raytheon.com/>) applicable to the Purchase Order, shall prevail over those of the

United Kingdom Government, and both of the foregoing shall prevail over specifications of Seller. In the event of conflict between specifications, drawings, samples, designated type, part number, or catalog description, the specifications shall govern over drawings, drawings over samples, whether or not approved by Buyer, and samples over designated type, part number, or catalog description. In cases of ambiguity in the specifications, drawings, or other requirements of this Purchase Order, Seller must, before proceeding, consult Buyer, whose written interpretation shall be final.

13. Warranty

- (a) Seller warrants the goods delivered pursuant to this Purchase Order, unless specifically stated otherwise in this Purchase Order, shall (i) be new and of satisfactory quality (within the meaning of the Sale of Goods Act 1979 as amended); (ii) be free from defects in workmanship, materials, and design and (iii) be in accordance with all the requirements of this Purchase Order Seller further warrants that the performance of work and services shall conform with the requirements of this Purchase Order and to high professional standards. These warranties shall survive inspection, test, final acceptance and payment of goods and services.
- (b) Seller agrees that acceptance of goods and services, including technical information, CAD data, drawings or documentation shall not be conclusive of the absence of latent defect and shall be without prejudice to the rights of the Buyer, under these terms and conditions or at law.
- (c) Seller warrants that the goods delivered pursuant to this Purchase Order shall (i) be and only contain materials obtained directly from the Original Component Manufacturer (OCM) or the Original Equipment Manufacturer (OEM), (collectively, the Original Manufacturer (OM)) or an authorised OM reseller or distributor; (ii) not be or contain Counterfeit Items or suspect Counterfeit Items, as described below; and (iii) contain only authentic, unaltered OM labels and other markings. Seller shall obtain and retain all documentation required to fully trace the distribution and sale of the goods delivered hereunder back to the relevant OM, and, on request of Buyer, shall provide such authenticating documentation on demand. Counterfeit Items include, but are not limited to, goods or separately-identifiable items or components of goods that: (i) are an illegal or unauthorised copy or substitute of an OM item; (ii) are not traceable to an OM sufficient to ensure authenticity in OM design and manufacture; (iii) do not contain proper external or internal materials or components required by the OM or are not constructed in accordance with OM design; (iv) have been re-worked, re-marked, re-labelled, repaired, refurbished, or otherwise modified from OM design but not disclosed as such or are represented as OM authentic or new; (v) have not passed successfully all OM required testing, verification, screening, and quality control processes; or (vi) an item with altered or disguised documentation, package labelling, or item marking intended to mislead a person into believing a non OM item is genuine, or that an item is of better or different performance when it is not. Seller further warrants that it has and shall have an internal Counterfeit Item control process for goods delivered hereunder in accordance with the standards or instructions set forth in any Buyer's specifications, including but not limited to Raytheon Quality Notes, or other provisions incorporated into this Purchase Order. Seller shall flow down these requirements to all lower tier suppliers. Buyer shall have the right to audit, inspect, and / or approve the processes at any time before or after delivery of the goods ordered hereunder. Buyer shall have the right to require changes to the processes to conform

with Buyer's defined standards, if any. Failure of the Seller to conform its processes with Buyer's defined standards may result in the termination of this Purchase Order in accordance with the termination provisions set forth herein. Seller shall include the substance of this Section 13(c) in any agreement between Seller and its lower tier sellers. Any deviations from these standards must be approved in writing by Buyer in advance of any use.

- (d) Seller warrants that any hardware, software and firmware goods delivered under this Purchase Order: (i) shall not contain any viruses, malicious code, Trojan horse, worm, time bomb, self-help code, back door, or other software code or routine designed to: (a) damage, destroy or alter any software or hardware; (b) reveal, damage, destroy, or alter any data; (c) disable any computer program automatically; or (d) permit unauthorised access to any software or hardware; (ii) shall not contain any third party software (including software that may be considered free software or open source software) that (a) may require any software to be published, accessed or otherwise made available without the consent of Buyer, or (b) may require distribution, copying or modification of any software free of charge; (iii) shall not infringe any patent, copyright, trademark, or other proprietary right of any third party or misappropriate any proprietary information of any third party.
- (e) This warranty entitlement shall inure to the benefit of both Buyer and Buyer's customers. As used in this Purchase Order, Buyer's customer(s) shall include its direct and indirect customers such as direct sale end-users, higher-tier subcontractors, prime contractors and the ultimate user under relevant prime contract(s).
- (f) Seller shall be liable for and save Buyer harmless from any loss, damage, or expense whatsoever that Buyer may suffer from breach of any of these warranties. Remedies shall be at Buyer's election, including, but not limited to, the prompt repair, replacement or reimbursement of the purchase price of nonconforming goods and, in the case of services either the prompt correction of the defective services at no cost or reimbursement of the amounts paid for such services. Return to Seller of defective or nonconforming goods and redelivery to Buyer of repaired or replaced goods shall be at Seller's expense. Goods or services required to be corrected, repaired or replaced shall be subject to this Section and the Inspection Section of this Purchase Order in the same manner and to the same extent as goods or services originally delivered under this Purchase Order, but only as to the repaired or replaced goods or parts thereof or the corrected service thereof. Seller shall promptly comply with Buyer's direction to (i) repair, rework or replace the goods, (ii) furnish any material or parts and installation required to successfully correct the defect or non-conformance or (iii) successfully correct the defective or nonconforming service.

14. Inspection

- (a) All goods and services shall be subject to inspection and test at all reasonable times and places by Buyer or Buyer's customer before, during and after performance and delivery. Buyer may require Seller to repair, replace or reimburse the purchase price of rejected goods or Buyer may accept any goods and upon discovery of non-conformance, may reject or keep and rework any such goods not so conforming. Cost of repair, rework, replacement, inspection, transportation, repackaging, and/or re-inspection by Buyer shall be at Seller's expense. Buyer's acceptance of goods or services shall not be deemed to diminish Buyer's rights or be

final or binding on Buyer if latent defects, fraud, or misrepresentation on the part of Seller exists.

- (b) If inspection and test are made on the premises of Seller or Seller's lower-tier subcontractors, Seller shall furnish without additional charge all reasonable facilities, information and assistance necessary for the safe and convenient inspection and tests required by the inspectors in the performance of their duty. The foregoing provisions of this Section are supplementary to and not in lieu of the provisions of Paragraph 14 (a) above.
- (c) Neither Buyer's inspection nor any Buyer failure to inspect shall relieve Seller of any responsibility to perform according to the terms of this Purchase Order. Notwithstanding any other provision of the Purchase Order, the risk of loss of, or damage to, nonconforming goods remains with Seller until cure or acceptance.

15. Changes

- (a) Buyer shall have the right by written notice to suspend or stop work or to make changes from time to time in the services to be rendered or the goods to be furnished by Seller hereunder or the delivery schedule. If such suspension, stoppage or changes cause an increase or decrease in the cost of performance of this Purchase Order or in the time required for its performance, an equitable adjustment shall be negotiated promptly and the Purchase Order shall be modified in writing accordingly. Any claim by Seller for adjustment under this Paragraph 15(a) must be asserted in writing within twenty (20) calendar days from the date of receipt by Seller of notification of the change or suspension and shall be followed as soon as practicable with specification of the amount claimed and supporting cost figures. However, nothing herein shall excuse Seller from proceeding with this Purchase Order as changed pending resolution of the claim.
- (b) Information, advice, approvals or instructions given by Buyer's technical personnel or other representatives shall be deemed expressions of personal opinion only and shall not affect Buyer's and Seller's rights and obligations hereunder unless set forth in writing which is signed by Buyer's purchasing representative and which states it constitutes an amendment or change to this Purchase Order.

16. Infringement

Seller represents and warrants that all goods and services (for purposes of this Section 16 hereinafter "Items"), provided by Seller pursuant to this Purchase Order, which are not of Buyer's design, do not infringe or misappropriate any third party intellectual property rights and that any use or sale of such items by Buyer or any of Buyer's customers shall be free from any claims of infringement. Seller shall indemnify and hold Buyer, and its customers harmless from any and all expenses, liability, and loss of any kind (including all costs and expenses including legal fees) arising out of claims, suits, or actions alleging such infringement, which claims, suits, or actions Seller, hereby, agrees to defend, at Seller's expense, if requested to do so by Buyer. Moreover, Seller may replace or modify infringing items with comparable items acceptable to Buyer of substantially the same form, fit, and function so as to remove the source of infringement, and Seller's obligations under this Purchase Order including those contained in Section 13 and in this Section 16 shall apply to the replacement and modified items. If the use or sale of any of the above items is enjoined as a result of such claim, suit or

action, Seller, at no expense to Buyer, shall obtain for Buyer and its customers the right to use and sell said item.

17. Taxes

- (a) Unless this Purchase Order specifies otherwise and subject to clause 37 below in respect of any personal services provided by an individual to the Buyer through an intermediary, the price of this Purchase Order includes, and Seller is liable for and shall pay, all taxes, impositions, charges, customs duties or tariffs and exactions imposed on or measured by this Purchase Order except for applicable sales and use taxes (such as VAT) that are separately stated on Seller's invoice. Prices shall not include any taxes, impositions, charges or exactions for which Buyer has furnished a valid exemption certificate or other evidence of exemption. To the extent that Buyer is required to do so under applicable law or tax regulations, Buyer may deduct from any payments due to Seller pursuant to this Purchase Order such taxes as Buyer is required to withhold from such payments and pay such taxes to the relevant tax authorities; provided, however, that Buyer provides Seller with relevant tax receipts or other suitable documentation evidencing the payment of such taxes promptly after such taxes are paid.
- (b) Any refund, credit, or rebate of any import duties, taxes, or fees (including any drawback claim) shall inure solely to Buyer's benefit and shall be assigned to Buyer. Seller shall reasonably assist Buyer in Buyer's efforts to realise any such available amounts, including counter-trade or offset credit value, which may result from the Purchase Order.

18. Assignments, Subcontracting, and Organisational Changes

- (a) Seller may not assign any rights or delegate any of its obligations due or to become due under this Purchase Order without the prior written consent of Buyer. Any such purported assignment or delegation by Seller without such consent shall be void. Buyer may assign this Purchase Order to (i) any affiliated company, (ii) any successor in interest, or (iii) Buyer's customer.
- (b) Seller may not subcontract any part of this Purchase Order without the prior written consent of Buyer. Buyer shall not be obligated to any subcontractor for the materials, products or services of any subcontractor whether or not Buyer has consented to or designated a subcontractor. Approval of a subcontractor is not a release or waiver of any obligation of Seller or right of Buyer. Seller is responsible for all actions or inactions of any subcontractor and shall bind its subcontractors for the benefit of Seller and Buyer to perform its obligations under these terms. Seller's subcontractors shall be accountable for all inventory issued to support this Purchase Order and the goods provided hereunder. Any short shipments, set up losses and/or scrap shall be reported to the Buyer immediately. If Seller subcontracts any part of the work outside the country of purchase, Seller shall be responsible for customs formalities and clearances to the country of Purchase Order placement, unless the Purchase Order states otherwise, and Buyer may direct the contract of carriage. Seller shall agree with Buyer on a mutually acceptable customs broker, but Seller shall in no way be relieved from its responsibilities for customs formalities and clearances, including the actions of the selected customs broker.

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- (c) Seller shall promptly notify Buyer in writing of any organisational changes made by Seller, including name or ownership changes, mergers or acquisitions.
 - (d) Seller shall not change the place of performance under this Purchase Order without Buyer's prior written consent.

19. Compliance with Law

- (a) Seller, in the performance of this Purchase Order, warrants that it shall comply with all relevant laws, orders, rules, ordinances, and regulations.
- (b) Seller acknowledges that its actions may subject it and Buyer to liability under the United States Foreign Corrupt Practices Act, 15 U.S.C. § 78 et seq. (the "FCPA"), the UK Bribery Act 2010, the Canadian Corruption of Foreign Public Officials Act of 1998, the anti-corruption laws, regulations, and policies of Seller's home country, the United States of America, and/or the anti-corruption laws, regulations, and policies of any other country with jurisdiction over the activities performed pursuant to this Purchase Order (together and individually hereinafter referred to as the "Anti-Corruption Requirements").
- (c) Seller warrants that no compensation payable hereunder has been used, nor will be used, for any activity or purpose where a reasonable belief exists that the Anti-Corruption Requirements would be violated or that Seller or Buyer would be exposed to liability under the Anti-Corruption Requirements.
- (d) Seller represents and warrants to, and covenants and agrees with, Buyer that:
 - 1. It is familiar with the prohibitions under the Anti-Corruption Requirements, and, in particular, it is familiar with the requirements described in clause 19(d)(2).
 - 2. In connection with its performance of this Purchase Order, Seller has not, and has not either agreed to or directly or indirectly, offered, paid, given, promised to pay or give, or authorized the payment or giving of any money, gift, loan, fee, reward, advantage or anything of value, and will not either agree to or directly or indirectly, offer, pay, give, promise to pay or give, or authorize the payment or giving of any money, gift, loan, fee, reward, advantage, or anything of value to any of the following persons for the purpose of: (A) influencing or attempting to influence any act or decision of any such person acting in an official capacity, or influencing or attempting to influence any such person to do or omit to do any act in violation of his, her or its lawful duty, obligation or responsibility; (B) inducing or attempting to induce such a person to use his, her, or its influence to affect or influence any act or decision of a customer, a foreign government, a foreign agency, a public international organization or department thereof, or any entity, enterprise or organization controlled by a foreign government, a foreign agency or a public international organization; (C) rewarding such a person for doing or forbearing to do anything in respect of any matter or transaction; or (D) assisting Seller or Buyer in obtaining or retaining business, improving profitability or revenues of Buyer or Seller, or receiving any improper advantage by securing business, or directing business for, with, or to any person:
 - (i) (A) any officer or employee of a foreign government or any department or agency thereof, whether at the national, regional, or local level, (B) any officer or employee of any entity, enterprise or organization that is owned or controlled by a foreign government or any department or agency thereof, (C) any officer or

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- employee of a public international organization, (D) any person acting in an official capacity for or on behalf of any such government or department, agency, entity, enterprise, or organization, or (E) any member of a political party or candidate for public office in a foreign country (together and individually hereinafter referred to as "Government Official");
- (ii) any customer, or any officer, director, employee of a customer, or any shareholder or beneficial owner of shares in a customer or any affiliate of a customer or any person who has or exercises control over the customer or any affiliate of the customer (together and individually hereinafter referred to as "Customer Personnel").
 - (iii) any person while knowing or having reason to know that all or a portion of such money, gift, loan, fee, reward, advantage, or thing of value will be offered, paid, given or promised, directly or indirectly, to any Government Official or Customer Personnel ("Restricted Person"); or
 - (iv) any relative, close associate, agent or representative of a Government Official, Customer Personnel, or Restricted Person.
3. None of Seller's principals, consultants, subcontractors, officers, directors, shareholders, employees, or agents is a Government Official, Customer Personnel, or Restricted Person unless approved by Buyer pursuant to Paragraph 9, below. Neither Seller nor any of its principals, consultants, subcontractors, shareholders, directors, officers, employees, or agents has performed or will perform any act which Buyer could reasonably believe would constitute a violation of the Anti-Corruption Requirements or which Buyer could reasonably believe would cause Buyer to be in violation of the Anti-Corruption Requirements, or present a credible risk, as determined by Buyer, of a violation of the Anti-Corruption Requirements.
 4. If at any time Seller becomes aware of information or circumstances that suggest any of the representations, warranties, and covenants referenced in this Section 19 may not be accurate, it shall notify Buyer immediately in writing, but not more than seven (7) days after becoming aware of such circumstances.
 5. No Government Official, Customer Personnel, or Restricted Person has a right to share directly or indirectly in any compensation payable under this Purchase Order. No payment will be made hereunder to any person other than Seller; and no payment will be made to Seller under this Purchase Order other than the payment of the compensation in accordance with the terms hereof.
 6. In connection with this Purchase Order, Seller shall maintain books, records, and accounts which, in reasonable detail, (i) accurately and fairly reflect the transactions and asset dispositions of Seller, and (ii) allow Buyer to maintain accurate books and records and comply with the requirements for internal management controls set forth in the Anti-Corruption Requirements.
 7. Any modification or amendment to this Purchase Order shall be deemed a re-certification of the accuracy and truthfulness of the foregoing representations and warranties of this Section.
 8. Seller's price quotations and invoice prices shall accurately and fairly reflect the commensurate value of the goods and services provided under this Purchase Order.

9. Seller shall cooperate with, and provide assistance to, Buyer in implementing adequate due diligence procedures in connection with the selection and retention of consultants and subcontractors by Buyer or Seller. In the event that Buyer determines that consultants and subcontractors selected and to be retained by Seller are a Government Official, Customer Personnel, or Restricted Person as defined above, Seller shall confirm that such consultants and subcontractors are competent, experienced and financially solvent and shall cause each such consultant and subcontractor to complete Buyer's Second Tier Questionnaire and Certification form and any other documentation reasonably required by Buyer, and shall deliver such completed form and any required documentation to Buyer for review. If, after review of the completed Questionnaire and Certification form and any required documentation, Buyer agrees to Seller's use of such consultant or subcontractor in connection with satisfying the requirements of this Purchase Order, Seller shall include the substance of this Section 19 in any agreement between Seller and the consultant or subcontractor and shall cause the consultant or subcontractor to include the substance of this Section 19 in all agreements with any lower tier consultants or subcontractors.
- (e) For Purchase Orders placed in support of and charged to a U.S. Government ("Government") prime contract or higher-tier subcontract for an item meeting the Federal Acquisition Regulation (FAR) definition of a commercial item, the following provisions and clauses set forth in the FAR or the Defense Federal Acquisition Regulation Supplement (DFARS) shall apply. The version of each FAR and DFARS provision or clause shall be the version in effect as of the date of the prime contract. Such FAR and DFARS provisions and clauses are incorporated herein, unless made inapplicable by a corresponding note in this Section 19(e), with the same force and effect as if given in full text. Upon Seller's request, Buyer's Purchasing Representative will make their full text available. Also, the full text of a FAR or DFARS provision or clause may be accessed electronically at these addresses: <http://farsite.hill.af.mil/> or <http://www.acq.osd.mil/dpap/sitemap.html>. In all clauses listed herein, terms shall be revised to suitably identify the party to establish Seller's obligations to Buyer and to the Government; and to enable Buyer to meet its obligations under its prime contract. Without limiting the generality of the foregoing, and except where further clarified or modified below, the term "Government" and equivalent phrases shall mean "Buyer", the term "Contracting Officer" shall mean "Buyer's Purchasing Representative", the term "Contractor" or "Offeror" shall mean "Seller", "Subcontractor" shall mean "Seller's Subcontractor" under this Purchase Order, and the term "Contract" shall mean this "Purchase Order". For the avoidance of doubt, the words "Government" and "Contracting Officer" do not change: (1) when a right, act, authorization or obligation can be granted or performed only by the Government or the prime contract Contracting Officer or duly authorized representative, such as in FAR 52.227-1 and FAR 52.227-2 and (2) when title to property is to be transferred directly to the Government. Nothing in this Purchase Order grants Seller a direct right of action against the Government. If any of the following FAR or DFARS clauses do not apply to this Purchase Order, such clauses are considered to be self-deleting. Seller shall incorporate into each lower tier contract issued in support of this Purchase Order all applicable FAR and DFARS clauses in accordance with the flow down requirements specified in such clauses.

A. THE FOLLOWING FAR CLAUSES ARE APPLICABLE TO PURCHASE ORDERS FOR COMMERCIAL ITEMS UNDER ALL GOVERNMENT CONTRACTS:

1. **52.203-7 "Anti-Kickback Procedures"** (Excepting paragraph (c)(1))(Applicable to

- Purchase Orders that exceed \$150,000 or the dollar threshold in effect as of the date of the prime contract.)
2. **52.203-12** "Limitation on Payments to Influence Certain Federal Transactions" (Applicable to Purchase Orders exceeding \$150,000 or the dollar threshold in effect as of the date of the prime contract.)
 3. **52.203-13** "Contractor Code of Business Ethics and Conduct" (Applicable to Purchase Orders (i) that have a value more than \$5,500,000 or the dollar threshold in effect as of the date of the prime contract; and (ii) that have a performance period of more than 120 days.) (In Paragraph (b)(3)(i), the meaning of "agency office of the Inspector General" and "Contracting Officer" does not change, in Paragraph (b)(3)(ii) the meaning of "Government" does not change, and in Paragraphs (b)(3)(iii) and (c)(2)(ii)(F), the meaning of "OIG of the ordering agency", "IG of the agency" "agency OIG" and "Contracting Officer" do not change.)
 4. **52.203-19** "Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements"
 5. **52.204-10** "Reporting Executive Compensation and First-Tier Subcontract Awards" (Applicable to Purchase Orders of \$30,000 or more (or the dollar threshold in effect as of the date of the prime contract) when Buyer is the Prime Contractor.) (The usual substitution of the parties is not applicable to this clause. Seller shall report to Buyer the information required under the clause.)
 6. **52.204-21** "Basic Safeguarding of Covered Contractor Information Systems" (Applicable to Purchase Orders, other than those for commercially available off-the-shelf items, in which Seller may have Federal contract information residing in or transiting through its information system.)
 7. **52.204-23** "Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities"
 8. **52.209-6** "Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment" (Applicable to Purchase Orders exceeding \$35,000 or the dollar threshold in effect as of the date of the prime contract, except for Purchase Orders for commercially available off-the-shelf items.)
 9. **52.219-8** "Utilization of Small Business Concerns" (Applicable to Purchase Orders (i) to the extent that the work under the Purchase Order will be performed in the United States or its outlying areas or Seller is recruiting employees in the United States or its outlying areas to work on the Purchase Order, and (ii) (except to small business concerns) that offer further subcontracting opportunities.)
 10. **52.222-21** "Prohibition of Segregated Facilities" (Applicable to Purchase Orders that are subject to FAR 52.222-26.)
 11. **52.222-26** "Equal Opportunity" "Equal Opportunity" (Applicable to Purchase Orders (i) except to the extent that work under the Purchase Order will be performed outside the United States or by employees that are not recruited within the United States to work on the Purchase Order. "United States", as used in this parenthetical, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island, and (ii) that are not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended.)

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12. **52.222-35** "Equal Opportunity for Veterans" (Applicable to Purchase Orders of \$150,000 or more, or the dollar threshold in effect as of the date of the prime contract, when the listing of employment openings for purposes of work to be performed under this Purchase Order occur and are filled within the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)
 13. **52.222-36** "Affirmative Action for Workers with Disabilities" (Applicable to Purchase Orders exceeding \$15,000 or the dollar threshold in effect as of the date of the prime contract, to the extent that work under the Purchase Order will be performed in the United States, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, or Wake Island or Seller is recruiting employees in the United States, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, or Wake Island to work on the Purchase Order.)
 14. **52.222-37** "Employment Reports on Veterans" (Applicable to Purchase Orders of \$150,000 or more, or the dollar threshold in effect as of the date of the prime contract, when the listing of employment openings for purposes of work to be performed under this Purchase Order occur and are filled within the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)
 15. **52.222-40** "Notification of Employee Rights Under the National Labor Relations Act" (Applicable to Purchase Orders that exceed \$10,000 or the dollar threshold in effect as of the date of the prime contract when work under the Purchase Order will be performed wholly or partially in the United States.)
 16. **52.222-50** "Combating Trafficking in Persons"
 17. **52.222-54** "Employment Eligibility Verification" (Applicable to Purchase Orders (i) for construction or commercial or noncommercial services (except commercial services that are part of a purchase of a COTS item, or an item that would be a COTS item, but for minor modifications, performed by the COTS provider, and that are normally provided for that COTS item); (ii) has a value more than \$3,500 or the dollar threshold in effect as of the date of the prime contract; and (iii) includes work performed in the United States. "United States", as used in this parenthetical, means the 50 States, the District of Columbia, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, and the U.S. Virgin Islands.)
 18. **52.222-55** "Minimum Wages Under Executive Order 13658" (Applicable to Purchase Orders regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.)
 19. **52.222-62** "Paid Sick Leave Under Executive Order 13706" (Applicable to Purchase Orders, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute and are to be performed in whole or in part in the United States.)
 20. **52.223-7** "Notice of Radioactive Materials" (Seller shall notify Buyer if any goods under this Purchase Order contain any of the material as described in the clause. Insert 45 days in the blank in paragraph (a) of the clause unless otherwise indicated in the Purchase Order.)

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21. **52.224-3** "Privacy Training" (Applicable to Purchase Orders, regardless of dollar value, when Seller's employees will (i) have access to a system of records; (ii) create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or (iii) Design, develop, maintain, or operate a system of records.)
 22. **52.225-13** "Restrictions on Certain Foreign Purchases"
 23. **52.225-26** "Contractors Performing Private Security Functions Outside the United States" (Applicable to Purchase Orders that will be performed outside the United States in areas of
(i) combat operations, as designated by the Secretary of Defense, or (ii) other significant military operations, upon agreement of the Secretaries of Defense and State that the clause applies in that area.)
 24. **52.244-6** "Subcontracts for Commercial Items"
 25. **52.247-64** "Preference for Privately Owned U.S.-Flag Commercial Vessels" (Applicable to Purchase Orders, except those exempted in paragraph (e) (4) of the clause.)

B. THE FOLLOWING DFARS CLAUSES ARE APPLICABLE TO PURCHASE ORDERS FOR COMMERCIAL ITEMS UNDER DoD CONTRACTS:

1. **252.203-7002** "Requirement to Inform Employees of Whistleblower Rights"
2. **252.204-7012** "Safeguarding of Unclassified Controlled Technical Information" (Applicable to Purchase Orders under DoD contracts awarded after November 17, 2013 and before August 26, 2015.)
3. **252.204-7012** "Safeguarding Covered Defense Information and Cyber Incident Reporting" (Applicable to Purchase Orders under DoD contracts awarded after August 25, 2015 and before October 8, 2015.)
4. **252.204-7012** "Safeguarding Covered Defense Information and Cyber Incident Reporting" (DEVIATION 2016-00001) (Applicable to Purchase Orders under DoD contracts awarded after October 7, 2015 and before December 30, 2015.)
5. **252.204-7012** "Safeguarding Covered Defense Information and Cyber Incident Reporting" (INTERIM RULE 12/30/2015) (Applicable to Purchase Orders under DoD contracts awarded after December 29, 2015 and before October 21, 2016 for operationally critical support, or for which Purchase Order performance will involve a covered contractor information system.)
6. **252.204-7012** "Safeguarding Covered Defense Information and Cyber Incident Reporting" (FINAL RULE 10/21/2016) (Applicable to Purchase Orders under DoD contracts awarded after October 20, 2016 for operationally critical support, or for which Purchase Order performance will involve covered defense information.)
7. **252.204-7015** "Disclosure Of Information To Litigation Support Contractors"
8. **252.211-7003** "Item Unique Identification and Valuation" (Seller's obligations under this clause are limited to cooperating with Buyer's efforts to comply with this clause, including granting Buyer access to Seller's deliverables at its facilities and to appropriate property records.)
9. **252.215-7010** "Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data" (Applicable to Purchase Orders exceeding the simplified acquisition threshold defined in FAR part 2.)

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10. **252.223-7008** "Prohibition of Hexavalent Chromium" (Applicable to all Purchase Orders for supplies, maintenance and repair services, or construction materials.)
 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 Seller 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) and paragraph (e)(1) which are deleted from this clause). (Applicable to Purchase Orders for items containing specialty metals to ensure compliance of the end products that Buyer will deliver to the Government.)
 13. **252.225-7040** "Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States" (Applicable to Purchase Orders that will be performed when Seller's personnel or Seller's subcontractors are supporting U.S. Armed Forces deployed outside the United States in contingency operations, peace operations consistent with Joint Publication 3-07.3, or other military operations or military exercises, when designated by the Combatant Commander or as directed by the Secretary of Defense.)
 14. **252.225-7048** "Export-Controlled Items"
 15. **252.225-7052** "Restriction on the Acquisition of Certain Magnets and Tungsten". (Applicable to Purchase Orders for the delivery of goods that exceed the simplified acquisition threshold, unless an exception at paragraph (c) of the clause applies).
 16. **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 Seller's technical data for commercial items for which the Government will have paid for any portion of the development costs.)
 17. **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.)
 18. **252.227-7037** "Validation of Restrictive Markings on Technical Data" (Applicable to Purchase Orders requiring the delivery of technical data.)
 19. **252.239-7010** "Cloud Computing Services" (Applicable to Purchase Orders that involve or may involve cloud services)
 20. **252.239-7018** "Supply Chain Risk" (Applicable to Purchase Orders involving the development or delivery of any information technology, as defined in the clause, as a service or a supply.)
 21. **252.244-7000** "Subcontracts for Commercial Items and Commercial Components (DoD Contracts)"
 22. **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.)

23. **252.246-7007** "Contractor Counterfeit Electronic Part Detection and Avoidance System" (Applicable to Purchase Orders when the goods or services include *electronic parts* or assemblies containing *electronic parts*. This clause applies to all Sellers, at all tiers, without regard to whether the Seller itself is subject to CAS.)
24. **252.246-7008** "Sources of Electronic Parts" (Applicable to Purchase Orders for *electronic parts* or assemblies containing *electronic parts*, unless Seller is the original manufacturer of the electronic part.)
25. **252.247-7023** "Transportation of Supplies by Sea"

- (f) Seller warrants that it and its officers, employees, or representatives have not, for the purpose of improperly obtaining or rewarding favorable treatment in connection with the award of this Purchase Order to Seller from Buyer: (1) provided, attempted to provide, or offered to provide any kickback; (2) solicited, accepted, or attempted to accept any kickback; or (3) included, directly or indirectly, the amount of any kickback prohibited by (1) or (2) of this Section in the price charged by Seller to Buyer under this Purchase Order. Any breach of this warranty shall constitute a material breach of this Purchase Order. For purposes of this Section, the term "kickback" means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to Buyer or Buyer's officers, employees, or representatives, including any of their family members, subcontractors, or subcontractor employees, for the purpose of improperly obtaining or rewarding favorable treatment in connection with this Purchase Order.
- (g) Seller warrants that it has and shall maintain all registrations and licenses and shall obtain permits as required to perform the work hereunder.
- (h) Seller agrees to defend, indemnify, and save Buyer harmless from any loss, damage, fine, penalty, or expense that Buyer may suffer because of Seller's failure to comply with the warranties and certifications in this Section 19.

Compliance with NDAA

- (i) Compliance with United States National Defense Authorization Act (NDAA)
 1. Section 889 of the National Defense Authorization Act for Fiscal Year 2019 ("Section 889") is designed to ensure the U.S. government supply chain excludes telecommunications and video surveillance technology from certain Chinese companies deemed to present a national security concern.
 2. As a direct supplier to the United States government, the Buyer is required to comply with Section 889 of the National Defense Authorization Act ("Section 889"). In order to certify compliance with this requirement the Buyer is no longer able to accept any goods or services from the Seller that uses or contains any covered telecommunications equipment or services from any of the following prohibited companies:
 - i. Telecommunications equipment produced by **Huawei Technologies Company** or ZTE Corporation (or any subsidiary or affiliate of such entities);

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- ii. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by **Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company** (or any subsidiary or affiliate of such entities);
 - iii. Telecommunications or video surveillance services provided by such entities or using such equipment;
 - iv. Potentially other entities the U.S. government reasonably believes is owned or controlled by, or otherwise connected to, the government of China.
 3. The prohibition applies to all end products produced by the identified Chinese companies (i.e., Huawei et al.) as well as to equipment, systems, or services containing or using "covered telecommunications equipment." For example, modems manufactured by a third party that contain Huawei components would be prohibited under Section 889.
 4. By accepting this Purchase Order the Seller represents and certifies that none of the goods or services being supplied uses or contains any of the covered telecommunications equipment or services from the prohibited companies identified in 19.(d).2.
 5. Where the Purchase Order requirement is in support of a United States Government contract, the following FAR or DFAR shall also apply:
 - i. FAR 52.204-25 "Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment"
 - ii. DFAR 252.204-7018 "Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services"
 - (j) Any modification or amendment to this Purchase Order shall be deemed a re-certification of the accuracy and truthfulness of the foregoing representations and warranties of this Section.
 - (k) Seller shall promptly notify Buyer if, at any time during the term of this Purchase Order, its circumstances, knowledge or awareness changes such that it would not be able to repeat the representations, warranties and certifications set out in this Section 19 at the relevant time.
 - (l) Seller's price quotations and invoice prices shall accurately and fairly reflect the commensurate value of the goods and services provided under this Purchase Order.
 - (m) Seller shall cooperate with, and provide assistance to, Buyer in implementing adequate due diligence procedures in connection with the selection and retention of consultants and subcontractors by Buyer or Seller in relation to this Purchase Order. In the event that Buyer determines that consultants and subcontractors selected and to be retained by Seller are a foreign official as defined above, Seller shall confirm that such consultants and subcontractors are competent, experienced and financially solvent and shall cause each such consultant and subcontractor to complete the Questionnaire and Certification form attached hereto as Exhibit B and any other documentation reasonably required by Buyer, and shall deliver such completed form and any required documentation to Buyer for review. If, after review of the completed Questionnaire and Certification form and any required documentation, Buyer agrees to Seller's use of such consultant or subcontractor in connection with satisfying the requirements of this Purchase Order, Seller shall include the substance of this Section 19 in

any agreement between Seller and the consultant or subcontractor and shall cause the consultant or subcontractor to include the substance of this Section 19 in all agreements with any lower tier consultants or subcontractors.

- (n) Seller certifies that neither Seller nor anyone employed by Seller is in violation of applicable rules and regulations with regard to the employment of former government officers and employees or any rules and regulations governing the conduct of Government procurements.
- (o) Where the Seller engages directly or indirectly in representing, lobbying, marketing, or advocating on behalf of Buyer in connection with a non-U.S. government contract or pursuit procurement activities, the Seller shall conduct affirmative screening of personnel proposed for engagement in such activities to ensure that any such activities will not result in a violation of any post-government employment laws or regulations.
- (p) The provisions of this Section 19, including this Paragraph (k), shall be included in any agreement between Seller and any consultant or subcontractor where the subcontract includes a narrative description of the goods and/or services to be supplied "Statement of Work.
- (q) Seller further agrees to save Buyer harmless and indemnify Buyer from any loss, damage, fine or penalty or expense whatsoever that Buyer may suffer as a result of Seller's failure to comply with its certification, warranties, representations, covenants and/or obligations under this Section 19.
- (r) Seller warrants that it and its officers, employees or representatives have not, for the purpose of improperly obtaining or rewarding favorable treatment in connection with the award of this Purchase Order to Seller from Buyer: (1) provided, attempted to provide, or offered to provide any kickback; (2) solicited, accepted, or attempted to accept any kickback; or (3) included, directly or indirectly, the amount of any kickback prohibited by (1) or (2) of this Section in the price charged by Seller to Buyer under this Purchase Order. Any breach of this warranty shall constitute a material breach of this Purchase Order. For purposes of this Section, the term "kickback" means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to Buyer or Buyer's officers, employees or representatives, including any of their family members, subcontractors, or subcontractor employees, for the purpose of improperly obtaining or rewarding favorable treatment in connection with this Purchase Order.
- (s) Seller shall obtain and maintain all registrations, licenses and permits required to perform the work hereunder.

20. Responsibility and Insurance

Seller shall comply with all the rules and regulations established by Buyer for access to and activities in and around premises controlled by Buyer or Buyer's customer. Seller shall be responsible for the actions and failure to act of all parties retained by, through, or under Seller in connection with the performance of this Purchase Order. In the event of services being provided by Seller on the premises of the Buyer which may include potential hazards, it is Seller's responsibility to communicate to the Buyer of such potential hazards prior to the commencement of work. Seller shall also maintain, and cause its subcontractors to maintain, such Public Liability, Product Liability, and Employers' Liability Insurance, Professional

Indemnity, Cyber and Data Insurance, Aircraft/Aviation Liability Insurance, Hangar Keepers' Insurance and Motor Vehicle (private and commercial) Insurance (including Bodily Injury and Property Damage) Insurance, War Risk Liability, All Risk Coverage (including Property/Builder, Contractors Equipment, Business Interruption and Terrorism Coverage), Cargo/marine Liability Coverage for Suppliers/Warehouse Operators or Temporary Storage Companies as are specified in this Purchase Order or, if none are specified, such amount as will protect Seller (and its subcontractors) and Buyer from said risks and from any claims. Seller shall provide Buyer with certificates evidencing required insurance upon Buyer's request.

21. Indemnity Against Claims

- (a) Seller shall keep its work and all goods supplied by it hereunder and Buyer premises free and clear of all liens and encumbrances in any way arising from performance of this Purchase Order by Seller or by any of its vendors or subcontractors. Seller may be required by Buyer to provide a satisfactory release of liens as a condition of final payment.
- (b) Seller shall, without limitation, indemnify and save Buyer and its customer(s) and their respective officers, directors, employees and agents harmless from and against (i) all claims (including claims under Workers' Compensation or Occupational Disease laws or other equivalent laws in Seller's country) and resulting costs, expenses (including legal fees and costs) and liability which arise from personal injury, death, or property loss or damage attributed to, or caused by, the goods supplied, or the services performed by Seller pursuant to this Purchase Order, including, without limitation, latent defects in such goods and/or services, except to the extent that such injury, death, loss or damage is caused solely and directly by the negligence of Buyer, and (ii) all claims (including resulting costs, expenses and liability) by the employees of Seller or any of its subcontractors.
- (c) Seller shall, without limitation, indemnify and save and hold harmless Buyer from and against (i) any and all income tax, National Insurance and social security contributions (including, to the extent permitted by law, secondary Class 1 National Insurance contributions) and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the provision of the services by Seller or any individual tasked by the Seller of providing the services ("Individual") or any payment or benefit received or treated as being received by the Seller or the Individual in respect of the services, together with any fines, penalties and interest in connection with the same, and (ii) any and all claims by the Seller or the Individual that (i) the Buyer has failed to take reasonable care in coming to the conclusion mentioned in a status determination statement, and/or (ii) the Buyer has otherwise failed to comply with Part 2, Chapters 7 – 10 of the Income Tax (Earnings and Pensions) Act 2003, the Social Security Contributions (Intermediaries) Regulations 2000 and any related income tax, National Insurance and PAYE legislation.

22. Currency and Offsets

- (a) Payment will be in United States Dollars (USD) unless otherwise agreed to by specific reference in this Purchase Order.
- (b) Seller agrees that Buyer, its subsidiaries, affiliates or its designees may exclusively use the value of the Purchase Order to satisfy any international offset obligations that Buyer may have with Seller's country, subject to the offset qualifying laws, rules and regulations of that country

and prohibitions on incentive payments for the purpose of satisfying any offset agreement with that country (in the case of United States suppliers, 22 U.S.C. § 2779a (the “Feingold Amendment”) shall be applicable). In addition, Seller agrees to identify and retain for Buyer’s use any rights to offset credits generated by its suppliers and subcontractors arising out of or resulting from this Purchase Order. Seller shall provide a copy of each purchase order or subcontract placed with a foreign source under this Purchase Order in support of Buyer’s rights to offset credit. Seller shall execute all necessary documents to evidence Buyer’s right to use or assign any offset credits. Buyer reserves the right to assign offset credits generated through Seller’s efforts under this Purchase Order to third parties. Seller shall include the substance of this Paragraph 22(b), in favour of Buyer, in its subcontracts issued at all tiers pursuant to this Purchase Order.

23A. General Compliance with Export/Import Laws and Regulations

- (a) Seller undertakes to comply with all export and import laws and regulations applicable to its obligations under this Purchase Order and in particular it shall obtain all necessary export and import licenses or other authorisations required to meet its obligations hereunder. Further, the Seller undertakes that in its performance of this Purchase Order, services may involve the use of or access to articles, technical data or software that is subject to export controls under the Canadian Defense Production Act (“DPA”) and associated regulations as amended, the Canadian Export and Import Permit Act (“EIPA”) and associated regulations as amended, and that Seller shall comply with all such laws and regulations in its performance of this Purchase Order.
- (b) Without limitation to Section 23 (a), should Seller’s goods or services originate from a foreign location and be subject to the export control laws and regulations of the country in which the goods or services originate and/or the import control laws and regulations of Seller’s country, Seller agrees to comply with all applicable export and import control laws and regulations of those countries. Seller shall indemnify Buyer for all liabilities, penalties, losses, damages, costs or expenses that may be imposed on or incurred by Buyer in connection with any violations of such laws and regulations by Seller.
- (c) Unless otherwise instructed, Seller agrees in all cases to serve as Importer of Record and to be responsible for Customs clearance and for payment of any and all duties, taxes, and fees for goods entering into Canada or other relevant country.
- (d) Seller shall, when delivering goods or performing services which require an export or import license or other authorisation, provide Buyer with a copy of the export or import license or other authorisation and all relevant details including the country of origin of the applicable goods or services and any relevant control list reference including the UK Control List Classification (Military and Dual Use reference), the Export Control Classification Number (ECCN) or United States Munitions List (USML) reference.
- (e) Buyer shall, on request by Seller, give Seller all assistance reasonably required to facilitate the grant of any relevant export or import license or other authorisation, including the provision of a certificate from Buyer as to the end use of the goods or services. Nothing in this Section shall release Seller from its responsibility to take all reasonable steps to secure any export or import license or other authorisation required to fulfill its obligations under this Purchase Order.

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- (f) Each Party shall provide information to assist the other Party to obtain necessary import authorizations, export licenses, permits, agreements, or amendments thereto as may be required by law to effect the export or imports of goods, technical data or services related to the work, provided, however, that each party provides in a timely fashion all information, duly executed International Import Certificates and/or end user statements required to support the other Party's application for the export or import of goods, technical data or services.
- (g) Seller shall control the disclosure, export, re-export, transfer and retransfer of, and access to, any hardware, software, controlled technical data, technology, and/or services (collectively referred to as "items") received under this Purchase Order to ensure that any such disclosure, export, re-export, transfer or retransfer is undertaken in accordance with applicable export control laws and regulations. Seller agrees that no controlled items provided by Buyer in connection with this Purchase Order shall be provided to any person or entity unless the transfer is expressly permitted by a proper license or other authorization, or is otherwise in accordance with applicable laws and regulations.
- (h) When requested by Buyer's authorised representative or agent, Seller shall, promptly and without additional cost, furnish Buyer with any documentation, including import certificates or end-user statements from Seller or Seller's government, which is reasonably necessary to support Buyer's application for Canadian import or export authorisations. Buyer shall not be responsible for delays in Canadian import or export of controlled items supplied hereunder by Buyer resulting from a lack of necessary documentation from Seller or Seller's country.
- (i) Seller shall, when delivering goods or performing services which require an export or import license or other authorisation, appropriately mark or identify them and all associated invoicing and shipping documents as being the subject of an export or import license or other authorisation. The marking or identification shall, at a minimum, identify the source of the export or import control or other rule/regulation, the export or import license or other authorization and the export classification.
- (j) Seller shall ensure that it prepares and provides a compliant invoice for each shipment to Buyer for Buyer's use in effecting any necessary Canadian import entry declarations. Seller shall further ensure that the invoice contents accurately and completely reflect the transaction subject to this Purchase Order. The invoice shall be produced in the form described in Section 2 above and shall include the elements set forth in Exhibit A attached hereto.
- (k) Seller shall immediately upon discovery, notify Buyer of any change to the shipment data related to product valuation, quantities shipped, country of origin, port of export and any additional information directed by the Buyer. Seller will timely provide pre-alert shipping information and documentation prior to shipment arrival. Buyer will direct Seller where to send pre-alert shipping information and documentation. Pre-alert shipping documentation includes, but is not limited to, a commercial invoice, airway bill, bill of lading, and other required documentation as directed by U.S. or Canadian regulations.
- (l) Seller acknowledges that success or similar contingency fee arrangements are strictly prohibited in connection with customs services, whether such customs services are performed by Seller, or by a third party on Seller's behalf.

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- (m) Should Seller discover any violation of relevant export or import laws and regulations Seller shall promptly notify Buyer and cooperate fully with any investigation and, if required by Buyer, in the preparation and submission of any voluntary disclosure to government authorities.
- (n) If the government of either Party denies, fails to grant, or revokes any import or export authorisations necessary for the performance of this Purchase Order, that Party shall immediately notify the other Party and neither Party shall be responsible for performance or payment under this Purchase Order for directly affected activities.
- (o) Seller hereby warrants that neither Seller (including any of its officers, directors or employees), nor any parent, subsidiary, affiliate, contractor, consultant or lower-tier subcontractor is listed on any Restricted Party List of an agency of the U.S. Government, any applicable non-U.S. Government, or international organization, or any applicable state, local government, or municipality, nor are their export privileges denied, suspended or revoked. For purposes of this provision, "Restricted Party List" is defined to include the U.S. Government's Denied Persons List, Unverified List, Entity List, Nonproliferation Sanctions List, AECA Debarred List, Specially Designated Nationals (SDN) List, Sectoral Sanctions Identifications (SSI) List, Foreign Sanctions Evaders List, Excluded Parties List, Palestinian Legislative Council (PLC) List, or other similar lists issued by the U.S. Government or a non-U.S. government, or international organization, or any state or local government, or municipality that relates to export controls, economic sanctions or anti-corruption. Seller shall immediately notify Buyer, and Buyer may suspend payments and have the right to terminate this agreement in accordance with clause 5 (Termination for Default), if Seller (including any of its officers, directors or employees), or any parent, subsidiary, affiliate, or lower-tier subcontractor is added to any such Restricted Party List and/or if any of their export privileges become denied, sanctioned, suspended, or revoked. Seller shall not deal with any Restricted Party in relation to this purchase order. Seller shall notify Buyer of any known or suspected violations of export or import control laws or regulations related to any Restricted Party involving this purchase order, or the initiation or existence of any United States, Canadian or United Kingdom Government investigation into same.

23B. Compliance with U.S. Export Laws and Regulations

Without limitation to Sections 23A (a) – (k) above, where the goods or services to be provided under this Purchase Order are governed by the export control laws and regulations of the United States of America then the following provisions of this Section 23B apply:

- (a) Seller hereby certifies that it will comply with U.S. export and import controls laws and regulations, including but not limited to the International Traffic in Arms Regulations ("ITAR") (22 CFR 120 et seq.), the Export Administration Regulations ("EAR") (15 CFR Part 730-774), the regulations administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") (31 CFR Part 500-598), the regulations administered by the U.S. Department of Justice, Bureau of Alcohol, Tobacco, Firearms, and Explosives ("ATF") found in 27 CFR Chapter II, and all other applicable U.S. Government regulations relating to the importation of goods into the United States (including, but not limited to, the regulations administered by U.S. Customs and Border Protection ("CBP") at 19 CFR 0 et seq. and other import regulations promulgated by other U.S. agencies which may be enforced by CBP)(collectively "U.S. export

and import control laws and regulations”). If Seller engages in the United States in the business of either manufacturing, exporting, or brokering in ITAR-controlled defense articles or furnishing ITAR-controlled defense services, Seller hereby certifies that it has registered with the U.S. Department of State Directorate of Defense Trade Controls (“DDTC”).

- (b) Seller shall control the disclosure, export, re-export, transfer and retransfer of, and access to, any hardware, software, controlled technical data, technology, and/or services (collectively referred to as “items”) received under this Purchase Order to ensure that any such disclosure, export, re-export, transfer or retransfer is undertaken in accordance with U.S. export control laws and regulations. Seller agrees that no controlled items provided by Buyer in connection with this Purchase Order shall be provided to any person or entity unless the transfer is expressly permitted by a U.S. Government license or other authorization, or is otherwise in accordance with applicable laws and regulations. It shall be the responsibility of Seller to be cognizant of (including by requesting such information from Buyer if needed) the proper jurisdiction and classification under the ITAR and/or EAR of the items provided by Buyer prior to any release to a third party, including foreign affiliates or employees. If a final jurisdiction and classification determination for items provided by the Buyer has not been provided, Seller cannot export or otherwise release the information to a foreign person until a final jurisdiction and classification is approved by Buyer and any applicable export authorizations are obtained. For items subject to the ITAR, this responsibility includes Seller’s cognizance of the ITAR controls applicable to any technical data or defense service furnished to Seller by Buyer, including when exported to Seller from the United States in furtherance of Buyer’s technical assistance, manufacturing license agreement or other ITAR authorization prescribing ITAR jurisdiction of any defense article which may be produced or manufactured by Seller from such technical data or defense service.
- (c) Seller shall notify Buyer if any deliverable under this Purchase Order, for which the Buyer is not the design authority, is subject to U.S. export and import controls laws and regulations described in Paragraph 23(a). Before providing Buyer any deliverable subject to the EAR or the ITAR, Seller shall provide in writing to the Buyer’s Procurement Representative the export classification of any such item or controlled data, including the export classification of any:
- i. dual use goods and technology subject to the EAR, including any embedded ITARcontrolled or EAR 500 or 600 series’ item or technology;
 - ii. defense article, including any technical data, controlled by the ITAR;
- (d) Subsequent to the initial disclosure above, Seller shall timely notify the Buyer’s Procurement Representative in writing of any changes to the export classification information of the item or controlled data. Seller represents that an official authorized to bind the Seller has determined that the Seller or the designer, manufacturer, supplier or other source of the deliverable has properly determined their export classification.
- (e) If Buyer seeks any import and/or export authorizations for goods covered by this Purchase Order or items into which the goods are incorporated, or seeks to confirm compliance with U.S. and other applicable export/import controls laws and regulations, Seller will provide Buyer with appropriate information as necessary.

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- (f) Seller shall promptly notify Buyer of any known or suspected violation of export or import control laws or regulations, or the initiation or existence of any U.S. Government investigation into same. Seller shall promptly notify Buyer of any changed circumstance that may require Buyer to seek a new authorization, or a revision or amendment to an existing authorization, or that may impact Seller's ability to perform under this contract (including but not limited to a change in name or ownership, the desired addition of a non-U.S. dual or foreign national employee, or the desired addition of a new subcontractor and/or affiliate). Seller shall comply with requests from Buyer for additional information regarding any such changed circumstance, known or suspected violation, or U.S. Government investigation.
- (g) Seller shall not engage in any subcontracts relating to this Purchase Order except in accordance with the terms and conditions of Section 18, Assignments, Subcontracting, Organizational Changes, and Place of Manufacture, and as compliant with U.S. export and import controls laws and regulations, and any authorizations granted thereunder. If Seller is authorized by Buyer to engage in subcontracting for procurements related to this Purchase Order, Seller shall incorporate into its subcontracts the provisions of Section 23B requiring compliance with U.S. and other applicable export and import control laws and regulations.
- (h) Should any items be imported into the United States or any other country in support of this Purchase Order, Seller shall comply with all Customs requirements, including but not limited to those found in 19 CFR (including 19 CFR Part 141 subpart F) and all other applicable laws and regulations governing the importation of items into the applicable country, to the extent that such compliance is consistent with U.S. laws and regulations. Should Buyer request any information from Seller in order to comply with requirements relating to an importation, Seller shall provide such information to Buyer within a reasonable period of time. Should Seller learn of any change in information relating to product quantity, value, country of origin, port of export, or any other information provided to or requested by Buyer, Seller shall promptly inform Buyer of the change. Seller agrees that it will provide pre-alert shipping information and documentation to Buyer in a timely manner, including, but not limited to, a commercial invoice, airway bill or bill of lading, and other documentation as required by the relevant regulations and Buyer.
- (i) Where Seller is a recipient of any items received pursuant to a U.S. export license, Technical Assistance Agreement ("TAA"), Manufacturing License Agreement ("MLA"), or other export authorization, Seller will abide by all provisos, requirements, and restrictions related to the applicable authorization. Seller will provide to Buyer accurate and complete records relating to all activities for which such records are required under TAAs and MLAs, such as but without limitation (i) Non-disclosure Agreements for sublicensees, (ii) Nontransfer and Use Certificates (DSP-83) for exports of Significant Military Equipment or classified equipment or technical data, and (iii) sales data to support annual sales reports. Seller will immediately notify Buyer of any change in circumstance that may require an amendment to an existing authorization or the obtaining of a new authorization. Buyer shall not be responsible for delays in U.S. import or export of controlled items supplied hereunder by Buyer resulting from a lack of necessary documentation from Seller or Seller's country.
- (j) Seller shall indemnify Buyer for all liabilities, penalties, losses, damages, costs or expenses that may be imposed on or incurred by Buyer in connection with any violations of non-U.S. or U.S.

export or import control laws and regulations, by Seller, agents, Sellers or subcontractors at any tier. U.S. Government import/export authorization is also based on the following ITAR and EAR requirements, which Seller agrees to comply:

1. Seller shall use Items furnished by Buyer only in the manufacture of goods in accordance with this Purchase Order.
 2. Seller acquires no rights in Items furnished by Buyer except to use them to perform this Purchase Order.
 3. Seller shall deliver the goods manufactured in accordance with this Purchase Order only to Buyer.
 4. On completion or termination of this Purchase Order, Buyer may require Seller to (i) return to Buyer all technical data furnished by Buyer pursuant to this Purchase Order or (ii) destroy such technical data and to certify in writing to such destruction.
- (k) Seller agrees, in addition to the above procedures established by the ITAR and EAR, to place the appropriate protective marking and/or legend on all Technical Data obtained, used, generated, or delivered in performance of this Purchase Order.
- (l) Buyer may be required to obtain information concerning citizenship or export status of Seller's personnel. Seller agrees to provide such information as necessary and certifies the information to be true and correct.

24. Severability

If any provision of this Purchase Order or application thereof is found invalid, illegal or unenforceable by law, the remainder of this Purchase Order will remain valid, enforceable and in full force and effect, and the Parties will negotiate in good faith to substitute a provision of like economic intent and effect.

25. Standards of Business Ethics and Conduct

By the acceptance of this Purchase Order, Seller represents that it has not participated in any conduct in connection with this Purchase Order that violates the Supplier Code of Conduct (available at www.rtx.com/suppliers) or, alternatively, equivalent Business Ethics and Conduct Standards of Seller. If, at any time, Buyer determines that Seller is in violation of the applicable Supplier Code of Conduct, Buyer may terminate this Purchase Order, in accordance with Clause 5 (Termination for Default), upon written notice to Seller and Buyer shall have no further obligation to Seller.

26. Rights of Third Parties

No term of this Purchase Order shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 as amended ("1999 Act") by a party who is not a party to this Agreement. This does not affect any right or remedy of a third party which exists or is available apart from under that 1999 Act.

27. Survivability

Seller's obligations that by their very nature must survive expiration, termination or completion of this Purchase Order, including but not limited to obligations under the Termination for

Convenience, Termination for Default, Proprietary Rights, Release of Information, Warranty, Infringement, Taxes, Compliance with Law, Responsibility and Insurance, Indemnity Against Claims, Compliance with Export/Import Laws and Regulations, Electronic Transmissions, Buyer's Access to Seller Records and Facilities, Quality Requirements Flow Down, Information Technology Assurance, Trade Agreements and Audit Rights provisions of this Purchase Order, shall survive expiration, termination or completion of this Purchase Order.

28. Electronic Transmissions

- (a) The Parties agree that if this Purchase Order is transmitted electronically, neither Party shall contest its validity, or any acknowledgment thereof, on the basis that this Purchase Order or acknowledgment contains an electronic signature.
- (b) Seller shall, at Buyer's request and Seller's expense, send and receive business transactions by electronic means using Webbased technologies. Such Web-based technologies for electronic transmissions may include, but not be limited to: (a) email; (b) the Internet directly between Buyer and Seller; (c) electronic marketplace or portal ("EXOSTAR"); and (d) Buyer's current and future electronic data interchange ("EDI") systems. When using either EXOSTAR or Buyer's EDI systems the standard terms and conditions which may be a part of such systems shall be supplemented by, and superseded to the extent inconsistent with, these International General Terms and Conditions of Purchase.

29. Buyer's Access to Records and Facilities

In order to assess Seller's work quality, conformance with Buyer's specifications and compliance with this Purchase Order, and Seller's overall financial statements and financial condition, Buyer or its authorised agents and representatives shall have the right at any time during normal business hours of Seller and without prior notice to Seller to inspect all: (i) records, books, expenses, accounts, tax returns and other documents in the possession or under the control of Seller relating to any of Seller's obligations under this Purchase Order ("Records") or any termination claim of Seller; (ii) materials and services related in any way to the goods, including purchased tooling, at all places, including sites where the materials or goods are created or the services are performed, whether they be at premises of Seller, Seller's subcontractors or elsewhere; (iii) furnished property; and (iv) required tooling. Seller shall at all times maintain accurate records of its business activities and transactions with Buyer. If any inspection, audit or similar oversight activity is made on Seller's or its suppliers' premises, Seller shall, without additional charge, provide all reasonable access and assistance for the safety and convenience of the inspectors; and take all necessary precautions and implement appropriate safety procedures for the safety of the inspectors while they are present on such premises. In the event that Buyer notifies Seller of any deficiency detected during such inspection, Seller shall correct such deficiency within the time period specified in such notice. Seller shall obtain from its subcontractors such access rights for the benefit of Buyer.

30. Quality Requirements Flow Down

- (a) Seller shall require lower-tier suppliers to comply with quality assurance requirements comparable to those contained in this Purchase Order. Seller shall assume responsibility for the quality of all procured material and workmanship. Seller shall include this clause in its

subcontracts with lower-tier suppliers and require lower-tier suppliers to flow down this clause to their lower-tier suppliers.

- (b) It is a condition of the Purchase Order that the Buyer's quality assurance authority reserves the right to conduct audits of the Seller to confirm compliance with the quality conditions of the Purchase Order, upon first providing the Seller with reasonable advanced notice in writing. In addition the Seller shall ensure that persons doing work under the Seller's control are aware of and fully comply with the requirements necessary to ensure product or service conformity and product safety. Notwithstanding the foregoing, any access granted for the purposes of an audit shall be subject to Seller's security requirements and shall be completed during normal business hours. Inspection and audit by the Buyer will in no way include access to the Seller's confidential, commercially sensitive, or proprietary information.

31. Information Technology Assurance

- (a) Seller shall maintain data protection processes and systems sufficient to adequately protect specifications, information, data, drawings, software, and other items which are (i) supplied to Seller by Buyer, or (ii) obtained or developed by Seller in the performance of this Purchase Order or paid for by Buyer (collectively, "Buyer Data"), and to comply with any law or regulation applicable to such data. If an event occurs whereby Seller knows, or reasonably believes, that Buyer Data has been actually or potentially disclosed to, or accessed or acquired by, an unauthorised individual or individuals ("Security Incident"), Seller shall (i) use commercially reasonable efforts to investigate, contain, and remediate the Security Incident, and (ii) notify Buyer in writing promptly, but not later than forty-eight (48) hours after discovering the Security Incident. Seller shall encrypt emails to Raytheon regarding Security Incidents using industry standard encryption methods. The obligations contained in this Section are in addition to, and do not alter, Seller's obligations under applicable United Kingdom regulations. Seller shall ensure equivalent terms, to those contained within this Clause 31(a), are incorporated into agreements with their suppliers so that Buyer Data is adequately protected in further sub-tiers of the supply chain.
- (b) Notwithstanding the requirements of Clause 31 (a), the Buyer supports the United Kingdom initiative for a Defence Cyber Protection Partnership (DCPP), as such we would expect that Seller holds and maintains a Cyber Essentials Certificate or Cyber Essential Plus, which can be obtained from <https://www.cyberessentials.ncsc.gov.uk/>
- (c) Where Seller is not able to obtain a Cyber Essentials Certificate, Seller shall provide other suitable plans and/or certificates, as required by Buyer, which provide appropriate assurances that the proper processes, procedures and controls have been implemented that would demonstrate a similar level of compliance with a Cyber Essential Certificate as a minimum.

32. English Language

This Purchase Order is made in the English language and all correspondence between the Parties of a technical and non-technical nature shall be in the English language and shall employ the units of measure customarily used by Buyer in the United Kingdom, unless otherwise specified. All notices and other binding communications may, unless otherwise specified, be sent by facsimile, electronic mail, air mail, or other customary means as agreed by the Parties.

33. Supply Chain Security

- (a) Where applicable, Seller personnel providing goods and services to or at the Buyer's premises shall be security cleared in accordance with the Buyer's security clearance requirements.
- (b) The U.S. Bureau of Customs and Border Protection has created the Customs Trade Partnership Against Terrorism ("C-TPAT") program in which the U.S. Government and businesses work to protect the supply chain from the introduction of terrorist contraband (weapons, explosives, biological, nuclear or chemical agents, etc.) in shipments originating from off-shore of the United States to Buyer, drop shipments to its sub-tier suppliers, or drop shipments to its customers originating from off-shore of the United States. Where Seller is a C-TPAT member Seller shall ensure that it has completed the Raytheon C-TPAT Foreign Supplier Security Self-Assessment Questionnaire and shall keep such Questionnaire updated.
- (c) Recognising the need to secure international supply chains and in response to C-TPAT the European Community has created the Authorised Economic Operator ("AEO") program under which entities can be certified as AEOs.
- (d) Where Seller is not a C-TPAT member or an AEO, Seller shall nonetheless have in place appropriate supply chain security and safety policies and procedures including policies and procedures to ensure the physical integrity and security of all shipments under this Purchase Order against the unauthorised introduction of harmful or dangerous materials, drugs, contraband, or weapons (including weapons of mass destruction), or introduction of unauthorised personnel in transportation conveyances or containers. Seller's security measures must include, but are not limited to, physical security of manufacturing, packing and shipping areas, restrictions on access of unauthorised personnel to such areas; personnel screening to the maximum limits of law or regulations in Seller's or manufacturer's country; and development, implementation and maintenance of procedures to protect the security and integrity of all shipments.

34. Trade Agreements

- (a) If goods or services will be delivered to a destination country having a free trade agreement or other preferential trade customs union agreement, or customs program ("Trade Agreement") with the country from which the goods are shipped, or the two countries are members of a customs union, Seller shall cooperate with Buyer to review eligibility of goods or services for any preferential tariff treatment and provide Buyer required documentation to support the applicable treatment. Similarly, should any Trade Agreement applicable to the scope of a Purchase Order exist at any time during its term and be of benefit to Buyer in Buyer's judgment, Seller shall cooperate with Buyer's efforts to realise any such available credits, including counter-trade or offset credit value, which may result from such Purchase Order, and Seller acknowledges that such credits and benefits shall inure solely to Buyer's benefit.
- (b) Seller shall agree and cooperate with any verification audit/on-site inspection at Seller's facilities requested by Buyer or Buyer's Customs authorities to verify compliance with the rules of origin requirements.

35. Audit Rights

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- (a) Seller shall maintain general Records relating to this Purchase Order for a minimum period of four years (or for such longer period agreed to in writing by the Parties) after completion of final delivery of materials, goods or services pursuant to this Purchase Order or for such longer period as agreed to in writing by the Parties or required by law. Records of all manufacture, testing and inspection by Seller of the materials or goods shall be kept complete, separate and available to Buyer and its Customer during the performance of this Purchase Order and for such longer periods as may be specified in this Purchase Order, but not less than ten (10) years after the last delivery of the materials, goods or services to Buyer. Buyer or its authorised agents and representatives shall have the right at any time during normal business hours of Seller and without prior notice to audit Records. In the event any such audit shall disclose an overpayment to Seller, Seller shall pay Buyer, within fourteen (14) calendar days after receipt of notice from Buyer, the amount of such overpayment together with interest and Seller shall reimburse Buyer for the cost of such audit. Seller shall obtain from its subcontractors such audit rights for the benefit of Buyer.
- (b) Buyer shall have the right to terminate this agreement, in accordance with Clause 5 (Termination for Default), in the event Seller refuses or obstructs access to the Records relating to this Purchase Order.

36. Labour Disputes

Whenever Seller has knowledge that any actual or potential labour dispute is delaying or threatens to delay timely performance of this Purchase Order, Seller shall immediately give notice to Buyer including all relevant information including, but not limited to, the nature of dispute, the labour organisations involved, the estimated impact on Seller's performance of Buyer's Purchase Order and the estimated duration. Seller shall also provide updated reports throughout the dispute duration. Seller agrees to insert the substance of this Section, including this sentence, in any lower-tier subcontract where a labour dispute might delay timely performance of this Purchase Order. Such notification shall not be considered an acceptance of delay in performance of this Purchase Order by Buyer, or a waiver of its rights and remedies contained herein.

37. Independent Contractor

- (a) Seller and Buyer are and shall be deemed to be independent contractors at all times during performance of the work specified in this Purchase Order. Nothing in these terms and conditions shall render Seller or the Individual an employee, worker or partner of Buyer. Under no circumstances shall Seller be deemed an agent for Buyer or Buyer be deemed an agent for Seller.
- (b) Buyer and the Seller (where the Seller is or becomes a fee-payer) shall at all times comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, and the Social Security Contributions and Benefits Act 1992 and all other statutes and regulations relating to National Insurance contributions, and shall make all necessary deductions and account to the relevant authorities in respect of such income tax and National Insurance contributions or any other statutory deductions in respect of the price for the services and / or in respect of the Seller's fees or remuneration.

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- (c) Seller shall (and shall procure the Individual shall) promptly inform Buyer of any material change to any information or documentation previously provided in compliance with this clause 37 and shall also promptly provide any other information or documentation that it considers (or ought reasonably consider) to be materially relevant to any status determination statement which the Buyer is required to make.

38. Environmental Compliance

- (a) Where the Registration Evaluation Authorisation and Restriction of Chemicals Regulation (1907/2006) ("REACH") is applicable to any of the goods and/or services being supplied, the Seller shall:
1. comply with REACH;
 2. ensure that substances present in the goods have been pre-registered or registered in accordance with REACH;
 3. provide to the Buyer any and all necessary information in order for the Buyer to be satisfied that the Seller has complied with REACH;
 4. ensure that the Buyer has the right to disclose such data to any necessary third party to comply with REACH requirements.
- (b) If so required, Seller shall provide a copy of their environmental sustainability policy to the Buyer for review.

39. Data Protection

In this clause the following definitions shall apply (and also in Exhibit C): (i) **Data Protection Legislation**: means all applicable data protection and privacy legislation in force from time to time, including without limitation the UK GDPR; the Canadian Privacy Act, 1985; the Data Protection Act 2018 (and regulations made thereunder) ("**DPA 2018**"); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended, and all other legislation and regulatory requirements in force from time to time which apply to the use of personal data (including, without limitation, the privacy of electronic communications); (ii) **UK GDPR**: shall have the meaning given to it in section 3(9) of the DPA 2018; and (iii) the terms "**Controller**", "**Data Subject**", "**Personal Data**", "**Personal Data Breach**", "**Process**" (and Process, Processed and Processes shall be construed accordingly) and "**Processor**" shall have the meanings given to them in Data Protection Legislation.

- (a) To the extent that the Seller is Processing Personal Data in connection with this Purchase Order as Processor (on behalf of the Buyer as Controller), then the Parties shall comply with the Data Processing Purchase Order set out in Exhibit C to this Purchase Order.
- (b) To the extent that the Parties are each acting as separate Controllers in respect of any Personal Data Processed pursuant to this Purchase Order:
1. each Party is separately responsible for their own compliance with Data Protection Legislation;
 2. in the event the Seller becomes aware of any Personal Data Breach affecting Personal Data passing under this Purchase Order, the Seller undertakes to notify the Buyer of the existence of such a breach within forty-eight (48) hours of it having become so aware;

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3. in the event the Seller receives any request by a Data Subject to exercise their rights provided under Chapter 3 of the UK GDPR in relation to Personal Data processed in connection with this Purchase Order, the Seller agrees to notify the Buyer of the existence of the request within seventy-two (72) hours of having received it;
 4. the Seller agrees that no Personal Data Processed by it (or any of its subcontractors) under this Purchase Order shall be transferred to any party outside of the UK and/or European Economic Area without the prior written consent of the Buyer, and prior adequate protection in the form of a finding of adequacy, Binding Corporate Rules or applicable Standard Contractual Clauses (or any other applicable approved transfer mechanism under Data Protection Legislation) being in place to legitimise the transfer; and
 5. the Seller shall comply with Data Protection Legislation in respect of the Processing of Personal Data in connection with this Purchase Order.

40. Priority Rating

If so identified, this Purchase Order is a “rated order” certified for United States national defence use, and Seller shall follow all the requirements of the United States Defense Priorities and Allocation System Regulation (15 C.F.R. Part 700).