

ACME INDUSTRIES (“Buyer”)

STANDARD PURCHASE ORDER TERMS AND CONDITIONS

1. ACCEPTANCE: Seller has read and understands this contract and agrees that Seller’s written acceptance or commencement of any work or services under this contract shall constitute Seller’s acceptance of these terms and conditions only. All terms and conditions proposed by Seller which are different from or in addition to this contract are unacceptable to Buyer, are expressly rejected by Buyer, and shall not become part of this contract. Any modifications to this contract shall be made in accordance with section 36. In addition to any other rights of Buyer, Buyer may cancel a purchase order at any time prior to Buyer’s actual knowledge of Seller’s acceptance. Seller specifically disclaims any reliance on pre-contractual representations, if any.

2. SHIPPING AND BILLING: Seller agrees: (a) to properly pack, mark and ship goods in accordance with the requirements of Buyer, the involved carriers, and the laws and regulations of the country of manufacture, the country of destination and any country in which the goods will be transported, including, without limitation, laws and regulations governing the handling and transportation of dangerous goods or hazardous materials; (b) to route shipments in accordance with Buyer’s instructions; (c) to make no charge for handling, packaging, storage or transportation of goods, unless otherwise stated as an item in this contract; (d) to provide with each shipment packing slips with Buyer’s contract and date of shipment marked thereon; (e) to properly mark each package with a label/tag according to Buyer’s instructions and the customs regulations of the country of import; (f) to promptly forward the original bill of lading or other shipping receipt for each shipment in accordance with Buyer’s instructions. Seller will include on bills of lading or other shipping receipts, correct classification identification of the goods shipped in accordance with Buyer’s instructions and carrier’s requirements. The marks on each package and identification of the goods on packing slips, bills of lading and invoices (when required) shall be sufficient to enable Buyer to easily identify the goods purchased. Seller further agrees to accept payment by electronic funds transfer. The payment date shall be as specified on the first page of any purchase order, following Buyer’s receipt of the goods and/or services as determined by Buyer unless stated otherwise in this contract (or except as may be otherwise agreed upon by Buyer and Seller in connection with a program providing for electronic funds transfer). Title to the goods will transfer to Buyer free and clear of any liens, claims, encumbrances, interests or other rights at the moment the risk of loss transfers from Seller to Buyer with respect to such goods in accordance with the Incoterm or alternative delivery term set forth in this contract. Buyer may withhold payment pending receipt of evidence, in such form and detail as Buyer may direct, of the absence of any liens, encumbrances and claims on the goods or services under this contract.

3. DELIVERY SCHEDULES: Time is of the essence, and deliveries shall be made both in quantities and at times as specified by Buyer via such means as Buyer’s schedules, pull signals, and reports. Buyer shall not be required to make payment for goods delivered to Buyer that are in excess of quantities specified in Buyer’s delivery schedules. Buyer may change the rate of scheduled shipments or direct temporary suspension of scheduled shipments, neither of which shall entitle Seller to a modification of the price for goods or services covered by this contract. Where quantities and/or delivery schedules are not specified, Seller shall deliver goods in such quantities and times as Buyer may direct. In addition, Seller agrees to comply with all delivery and logistics requirements and procedures specified by Buyer, as revised from time to time.

4. PREMIUM SHIPMENTS: If Seller’s acts or omissions result in Seller’s failure to meet Buyer’s delivery requirements and Buyer requires a more expeditious method of transportation for the goods than the transportation method originally specified by Buyer, Seller shall ship the goods as expeditiously as possible at Seller’s sole expense.

5. CHANGES: By written notice to Seller, Buyer may, from time to time, direct changes, or direct Seller to make changes, to drawings and specifications of the goods or to otherwise change the scope of the work covered by this contract, including, without limitation, work with respect to such matters as inspection, testing or quality control, and Buyer and Seller will promptly discuss, reasonably and in good faith, any pricing adjustments (up or down) to be made in connection with such changes. Notwithstanding any such discussions, Seller will promptly implement such changes as directed by Buyer without delay. In the event that Buyer and Seller are unable to reach agreement on any pricing adjustments to be made in connection with such changes, any difference in price or time for performance resulting from such changes will be equitably adjusted by Buyer based on a fair cost assessment after receipt of documentation in such form and detail as Buyer may direct. Seller will accept any amendments issued by Buyer implementing such changes. Seller may, from time to time, propose changes to drawings and specifications of the goods or to the scope of the work covered by this contract. If Buyer agrees, in its discretion, to implement such changes, the agreement between the parties with respect to such changes will be made in accordance with Section 36 below.

Seller will not relocate the production, manufacture or assembly of the goods from the facilities approved by Buyer, or change the location from which the goods are shipped, without first following Buyer’s relocation requirements and obtaining Buyer’s advanced written consent.

6. SUPPLIER QUALITY AND DEVELOPMENT: Seller agrees to fully comply with Buyer’s supplier quality and development program(s), including, by way of example, but not limited to, the ACME INDUSTRIES Supplier Quality Manual, Quality System Requirements ISO-9001:2015, ISO/TS 16949:2009, or their respective revisions. In addition, Seller agrees to comply with all quality requirements and procedures specified by Buyer, as revised from time to time. At the time of the acceptance of the purchase order, Seller acknowledges receipt and acceptance of the conditions of such programs. Acme Industries Supplier Quality Requirements Manual can be found at http://www.acmeind.com/wp-content/themes/acme2016/pdfs/AcmeSupplierQualityRequirementsManual_Rev-D_053117.pdf

7. NONCONFORMING GOODS: Seller acknowledges that Buyer has no obligation to perform incoming inspections of the goods, and waives any rights to require Buyer to conduct such inspections. Any such inspection performed by Seller shall be without obligation to Buyer. To the extent Buyer rejects goods as nonconforming, the quantities under this contract will automatically be reduced unless Buyer otherwise notifies Seller. With the exception of consigned/bailed and/or indirect (goods not to be incorporated into Buyer’s products) goods, Seller will not replace quantities so reduced without a new contract or schedule from Buyer. Nonconforming goods will be held by Buyer in accordance with Seller’s instructions at Seller’s risk. Seller’s failure to provide written instructions within 10 days, or such shorter period as may be commercially reasonable under the circumstances, after notice of nonconformity shall entitle Buyer, at Buyer’s option, to charge Seller for storage and handling or to dispose of the goods without liability to Seller. Payment for nonconforming goods shall not constitute an acceptance of them, limit or impair Buyer’s right to assert any legal or equitable remedy available under applicable law, or relieve Seller’s responsibility for latent defects. Any goods (a) determined to be nonconforming by Seller (or its suppliers); (b) rejected by Buyer as nonconforming; or (c) that become obsolete or surplus, will be rendered unusable prior to salvage or disposal by Seller (or its suppliers). Seller will ensure that nonconforming, rejected, obsolete or surplus goods are not sold as service or replacement parts to third parties. Seller will institute appropriate controls with its suppliers to ensure compliance with this Section.

8. SPECIFIC PERFORMANCE: Seller acknowledges and agrees that money damages will not be a sufficient remedy for any actual or threatened breach of this contract by Seller and that, in addition to all other rights and remedies that Buyer may have, Buyer will be entitled to specific performance and temporary, preliminary and permanent injunctive relief in connection with any action to enforce this contract, without any requirement of a bond or other security to be provided by Buyer.

9. FORCE MAJEURE / ACTS OF GOD: Any delay or failure of either party to perform its obligations under this contract will be excused to the extent that Seller is unable to produce, sell or deliver, or Buyer is unable to accept delivery, buy or use, the goods or services covered by this contract, directly as the result of an event or occurrence beyond the reasonable control of such party, without such party’s fault or negligence (a “force majeure / acts of God event”), including, if applicable, actions by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars and sabotage; provided that written notice of such force majeure event (including the anticipated duration of the delay) must be given by the affected party to the other party as soon as possible (but in no event more than 10 days after the force majeure event occurs).

During any force majeure event affecting Seller’s performance, Buyer may, at its option, purchase goods or services from other sources and reduce its delivery schedules to Seller by such quantities, without liability to Seller, or require Seller to provide goods or services from other sources in quantities and at times requested by Buyer at the price set forth in this contract.

Seller will use all diligent efforts to ensure that the effects of any force majeure event are minimized and, as promptly as possible, resume full performance under this contract. If requested by Buyer in writing, Seller will, within 5 days after Buyer’s request, provide adequate assurances that the delay in Seller’s performance resulting from such event will not exceed 30 days. If the delay lasts more than 30 days or Seller does not provide such adequate assurances, Buyer may immediately terminate this contract without liability to Seller.

10. LABOR DISPUTE: Seller, at its expense, shall take all necessary action to ensure the uninterrupted supply of goods to Buyer for a period of at least the first 30 days during any foreseeable or anticipated labor disruption or resulting from the expiration of Seller’s labor contract(s). If requested by Buyer, Seller shall, within 10 days of such request, provide adequate assurances that the delay shall not exceed 30 days. If the delay lasts more than 30 days or Seller does not provide adequate assurance that the delay will cease within 30 days, Buyer may immediately terminate this contract without liability. This provision shall not constitute a waiver of and is without prejudice to, any and all of Buyer’s other rights and remedies under this contract or applicable law, each of which are hereby reserved.

11. SELLER’S ASSURANCE OF PERFORMANCE: In the event that Buyer has reasonable grounds for insecurity with respect to Seller’s continued performance under this contract, Buyer may, in writing, demand adequate assurance of such performance from Seller. After receipt of such demand, Seller’s failure, within a reasonable period of time under the circumstances (not to exceed 5 days), to provide assurances adequate under the circumstances will be deemed a breach of this contract by Seller.

12. WARRANTY: Seller warrants and guarantees that the goods covered by this contract will conform to all specifications, drawings, samples, descriptions and quality standards (i) furnished by Buyer, or (ii) furnished by Seller and approved by Buyer in writing, and will be merchantable, of good material and workmanship and free from defect. In addition, Seller acknowledges that Seller knows of Buyer’s intended use of the goods covered by this contract and warrants and guarantees that such goods have been selected, designed, manufactured or assembled by Seller based upon Buyer’s stated use and will be fit and sufficient for the particular purposes intended by Buyer. Unless otherwise set forth in this contract, the duration of the warranty provided by Seller to Buyer for the goods will begin on the date of receipt of the goods by Buyer and end on the later of (a) the date of expiration of any warranty period provided under applicable law for the goods, (b) expiration of any warranty applicable to the goods provided by Buyer to Buyer’s end customer for the vehicle/equipment into which the goods are incorporated, or (c) the expiration of any specific warranty period or performance standard provided in any document incorporated by reference into the contract, including in Buyer’s specifications or quality standards.

13. SUBCONTRACTING: Seller will not subcontract any of its obligations under this contract without the prior written consent of Buyer. Any such consent of Buyer will not release Seller from, or limit any of Seller’s obligations under, this contract. Seller warrants and guarantees that any such subcontractor’s performance will satisfy all requirements applicable to Seller under this contract.

14. INGREDIENTS DISCLOSURE AND SPECIAL WARNINGS AND INSTRUCTIONS: Seller shall promptly furnish to Buyer in such form and detail as Buyer may direct: (a) a list of all ingredients in the goods; (b) the amount of all ingredients; and (c) information concerning any changes in or additions to such ingredients. Prior to and with the shipment of the goods, Seller agrees to furnish to Buyer sufficient warning and notice in writing (including appropriate labels on goods, containers and packing) of any dangerous goods or hazardous material that is an ingredient or a part of any shipment of goods, together with such special handling instructions as may be necessary to advise carriers, Buyer, Buyer’s customer(s) and their respective employees of how to exercise that measure of care and precaution that will best prevent bodily injury or property damage in the handling, transportation, processing, use, or disposal of the goods, containers and packing material shipped to Buyer. All paints supplied by Seller to Buyer must contain less than 3.5 lbs./gal. VOC content. Upon Buyer’s request, Seller will certify to Buyer in writing the origin of any ingredients or materials in the goods. Seller will promptly provide, in writing, any information regarding the goods requested by Buyer so that Buyer may comply in a timely manner with reporting requirements under applicable law with respect to consumer protection, “conflict minerals”, similar materials or ingredients, or other laws, if any.

15. INSOLVENCY: Buyer may immediately terminate this contract without liability to Seller in any one or more of the following or other comparable events: (a) insolvency of Seller (including, without limitation, a circumstance in which Seller’s liabilities exceed its assets or Seller is unable to pay its debts as they come due); (b) appointment of a receiver, trustee or administrator over Seller or its assets; or (c) execution of an assignment for the benefit of creditors by Seller, provided that such petition, appointment or assignment is not vacated or nullified within 15 days of such event. Seller will inform Buyer immediately should any of these events occur or Seller becomes aware of events or circumstances likely to give rise to any such events. Seller will reimburse Buyer for all costs and expenses incurred by Buyer in connection with any of these events (regardless of whether Buyer exercises its termination rights with respect thereto, including, without limitation, all legal or other professional fees).

16. TERMINATION FOR BREACH OR NONPERFORMANCE: Buyer may terminate all or any part of this contract, without liability to Seller, if Seller (a) breaches any term of this contract (including, without limitation, Seller’s warranties); (b) states its intention not to perform or otherwise rejects its obligations under this contract; or (c) fails to make progress in performance so as to endanger timely and proper completion of services or delivery of goods under this contract; provided, however, that if any failure or breach under the foregoing (a) through (c) is curable, Buyer will provide Seller an opportunity to cure within a commercially reasonable period of time under the circumstances, in no case exceeding 5 days after Buyer provides notice of the failure or breach to Seller. In addition, Buyer may terminate this contract upon giving at least 60 days’ notice to Seller, without liability to Seller, if a direct or indirect change in control or ownership of Seller occurs without Buyer’s prior written consent.

17. TERMINATION FOR CONVENIENCE: In addition to any other rights of Buyer to terminate this contract, Buyer may, at its option, terminate all or any part of this contract before the expiration date set forth in this contract, at any time and for any reason, by giving written notice to Seller. In the event Buyer exercises its right to terminate for convenience under this Section, Buyer will pay to Seller only the following amounts, without duplication: (a) the contract price for all goods and services that have been completed in accordance with this contract and not previously paid for; and (b) the actual costs of work-in-process and raw materials incurred by Seller in furnishing the goods or services under this contract, to the extent such costs are reasonable in amount and are properly allocated or apportioned under generally accepted accounting principles to the terminated portion of this contract; less, however, the sum of the reasonable value or cost (whichever is higher) of any goods or materials used or sold by Seller with Buyer’s written consent and the cost of any damaged or destroyed goods or material. Seller will promptly make available for delivery to Buyer, as specified by Buyer, any goods completed but not delivered as of the time of Buyer’s termination hereunder. Any request for payment submitted to Buyer under this Section must include sufficient supporting data to permit an audit by Buyer, including, without limitation, such supplemental and supporting information as Buyer may request. Buyer, or its agents, shall have the right to audit and examine all books, records, facilities, work, material, inventories, and other items relating to request for payment under this Section by Seller. Any request for payment under this Section must be in writing and include, without limitation, a statement setting forth the contract price for the goods or services, invoices reflecting the actual cost of work-in-process and raw materials, the basis for the allocation of such costs to the terminated portion of this contract, and any other supporting documentation reasonably requested by Buyer.

Any amount otherwise due to Seller pursuant to this Section will be reduced by any amount owed by Seller to Buyer under this contract or otherwise. Any payment under this Section will not be deemed a waiver of any of Buyer’s other rights arising under this contract or applicable law. Notwithstanding any other provision of this contract, Buyer will make no payments under this Section for finished goods, services, work-in-process or raw materials fabricated or procured by Seller in amounts in excess of those authorized in Buyer’s firm delivery schedules or any undelivered goods that are in Seller’s standard stock or that are readily marketable. Further, any payments made under this Section will not exceed the aggregate price payable by Buyer for finished goods or services that would have been produced or performed by Seller under Buyer’s delivery schedules outstanding at the date of termination. Except as expressly provided in this Section, Buyer will not be liable for and will not be required to make payments to Seller, directly or on account of claims by Seller’s subcontractors, for loss of anticipated profit, overhead, interest on claims, product development and engineering costs, facilities and equipment rearrangement costs or rental, unamortized depreciation costs, or general and administrative burden charges from termination of this contract. The payment specified in this Section is Seller’s sole remedy for termination of this contract under this Section.

18. TECHNICAL INFORMATION DISCLOSED TO BUYER: Seller agrees not to assert any claim (other than a claim for patent infringement) with respect to any technical information that Seller shall have disclosed or may hereafter disclose to Buyer or its affiliates in connection with the goods or services covered by this contract. Any technical or other information provided by Seller to Buyer or its affiliates will not be subject to confidentiality or nondisclosure obligations unless the

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parties have entered into a separate written confidentiality and nondisclosure agreement signed by their respective authorized representatives with respect to such proposed confidential information.

19. INDEMNIFICATION: Seller will indemnify, defend and hold Buyer harmless from and against any and all liability, claims, demands, actions, losses, suits, damages, judgments, attorney fees, costs, charges, expenses, and consequences of any liabilities, of any nature (including but not limited to personal injury, death, property damage, and breach of contract claims and suits) asserted by any person or entity, against Buyer in connection with, or arising out of, Seller’s supply of goods and/or services to Buyer hereunder and performance to this contract, except for such liability arising out of the sole negligence of Buyer. This applies equally to work performed by Seller or its subcontractors on Buyer’s premises or utilizing the property of Buyer, whether on or off Buyer’s premises.

20. SELLER’S PROPERTY: Unless otherwise agreed to by Buyer, Seller at its expense shall furnish, keep in good condition, and replace when necessary all machinery, equipment, tools, jigs, dies, gauges, fixtures, molds, and patterns and other items (“Seller’s Property”) necessary for the production of the goods covered by this contract. The cost of changes to Seller’s Property necessary to make design and specification changes authorized by Buyer shall be paid for by Buyer. Seller shall insure Seller’s Property with full fire and extended coverage insurance for its replacement value. Seller grants Buyer an irrevocable option to take possession of and title to Seller’s Property that is special for the production of the goods upon payment to Seller of its net book value less any amounts that Buyer has previously paid to Seller for the cost of such items, provided, however, that this option shall not apply if Seller’s Property is used to produce goods that are the standard stock of Seller or if a substantial quantity of like goods are being sold by Seller to others and such sale is not prohibited by this or any other agreement between Buyer and Seller.

21. BUYER’S PROPERTY: All supplies, materials, prototype and production tools, jigs, dies, gauges, fixtures, molds, patterns, equipment, related software and other items (together with any accessories, attachments, modifications, repairs, refurbishments and replacements thereof) furnished by Buyer, either directly or indirectly, to Seller to perform this contract, or for which Seller has been paid (other than through piece price amortization) by Buyer (“Buyer’s Property”), will be and remain the property of Buyer, and all right, title and interest in Buyer’s Property will remain with Buyer, subject only to the limited right of possession granted to Seller under this Section. Buyer will, at any time, have the right to immediate possession of Buyer’s Property, on Buyer’s demand. If title to any Buyer’s Property has not otherwise passed to Buyer, title will pass to Buyer immediately upon completion of Buyer’s production part approval process (PPAP) for such property or the date Buyer first makes any payment to Seller relating to such property, whichever comes first. Seller will bear all risk of loss of and damage to Buyer’s Property. Buyer’s Property will at all times be properly housed and maintained by Seller, at its expense, will not be used by Seller for any purpose other than the performance of this contract; will be deemed to be personal property; will be conspicuously marked by Seller as the property of Buyer; will not be commingled with the property of Seller or with that of a third person; and will not be moved from Seller’s premises without Buyer’s prior written approval. Buyer and its designees will have the right to enter Seller’s premises at all reasonable times to inspect Buyer’s Property and Seller’s records with respect thereto. Upon the request of Buyer, Buyer’s Property will be immediately released to Buyer or delivered to Buyer by Seller, either (i) FCA transport equipment at Seller’s plant (Incoterms 2010), properly packed and marked in accordance with the requirements of the carrier selected by Buyer to transport such property, or (ii) to any location designated by Buyer, in which event Buyer will pay to Seller the reasonable costs of delivering such property to such location. In the event that such immediate release does not happen, on twenty-four (24) hours prior notice from Buyer to Seller, Buyer shall be given access by Seller to Buyer’s Property and allow Buyer to take possession of same. To the fullest extent permitted by law, Seller waives any liens, claims, encumbrances, interests or other rights that Seller might otherwise have or assert on or with respect to any of Buyer’s Property for work performed on such property or otherwise. To the extent any Intellectual Property Rights owned by or licensed to Seller is embodied in, or is otherwise necessary for the intended use of, any Buyer’s Property, Seller hereby grants to Buyer a fully paid, irrevocable, non-exclusive, worldwide, perpetual to the maximum extent permitted by law, royalty-free license, with the right to grant sublicenses as necessary for any use of Buyer’s Property, to use such Intellectual Property Rights.

22. RIGHT OF ACCESS; AUDIT RIGHTS; INSPECTION OF SELLER’S PREMISES: Seller grants Buyer, buyer’s customer, and/or any regulatory authorities access to Seller’s premises and books and records solely for the purpose of auditing Seller’s compliance with the terms of this contract (including, without limitation, charges under this contract) or inspecting or conducting an inventory of finished goods, work-in-process, raw materials, any of Buyer’s Property and all work or other items to be provided pursuant to this contract located at Seller’s premises. Seller will cooperate with Buyer so as to facilitate Buyer’s audit, including, without limitation, by segregating and promptly producing such records as Buyer may reasonably request, and otherwise making records and other materials accessible to Buyer. Seller will preserve all records pertinent to this contract, and Seller’s performance under this contract, for a period of not less than one year after Buyer’s final payment to Seller under this contract. Any such audit or inspection conducted by Buyer or its representatives will not constitute acceptance of any goods (whether in progress or finished), relieve Seller of any liability under this contract or prejudice any rights or remedies available to Buyer.

23. REMEDIES: The rights and remedies reserved to Buyer in this contract shall be cumulative with, and additional to, all other or further remedies provided in law or equity. Without limiting the foregoing, should any goods fail to conform to the requirements and warranties set forth in this contract or the product specifications incorporated by reference in this contract, Buyer will be entitled to recover from Seller any and all damages, including, without limitation, any direct, indirect, incidental and consequential damages and all legal and other professional fees and costs incurred by Buyer as a result of such breach or failure, including, without limitation, costs, expenses and losses incurred by Buyer (a) in inspecting, sorting, testing, repairing or replacing nonconforming goods or nonconforming deliveries; (b) resulting from production interruptions; (c) in conducting recall campaigns or other corrective service actions; or (d) resulting from personal injury, including death, or property damage. If requested by Buyer, Seller will enter into a separate agreement for the administration and processing of warranty chargebacks for nonconforming goods. Seller acknowledges, and agrees to be subject to, Buyer’s supplier cost recovery rights pursuant to ISO 9000 or its replacement and Buyer’s procedure.

24. TRANSACTIONAL TAX: Unless otherwise provided in this contract, the prices set forth in this contract will be exclusive of all transactional taxes, including any sales, use, excise, services, value added tax, goods and services tax, or similar tax, and these taxes should be separately identified by Seller in both Seller’s quote and in this contract even if the tax rate is zero. Buyer will not be responsible for any transactional taxes charged by Seller that are not identified in this manner. Seller shall separately state all charges for transactional taxes on its invoices (or other such documents). Additionally, Seller shall provide Buyer with invoices or withholding certificates in line with the applicable tax laws in its country to enable Buyer to reclaim the transactional taxes and Seller will provide such documentation no later than when the payment to which the invoice relates is due from Buyer. Seller will be responsible for remitting the transactional tax to the applicable taxing authority except for those states or jurisdictions where Buyer has provided Seller with an appropriate exemption certificate or other similar tax certificate. Seller will use reasonable efforts to apply for such exemptions or tax benefits where applicable. Seller will not charge Buyer for any transactional taxes charged by a subcontracting supplier if such tax is recoverable by Seller, or if not recoverable, it would have been, had the transaction been structured through other entities (either Seller’s or Buyer’s affiliated companies). If transactional taxes are not recoverable by Seller, Seller agrees to provide detailed billing, customs or other documents as requested, which set out the transactional taxes paid or payable to any of Buyer’s subcontracting supplier or to a taxing authority.

25. INVOICING/PAYMENT: If Buyer requests an invoice from Seller or if this contract requires Seller to invoice Buyer for the goods or services covered by this contract, promptly after each shipment of goods or performance of services, Seller will issue a single invoice for such shipment or agreed performance milestone to Buyer at the address specified in this contract. Each invoice must comply with applicable law, if any, and include the following information regarding the corresponding shipment of goods or performance of services: (a) amount due (in the currency specified in this contract); (b) location of delivery or performance; (c) shipment or delivery information; (d) contract number; (e) if applicable, purchase order number; (f) if applicable, the intra-EU VAT number; (g) for goods, net weight of the goods, and (h) if applicable, import information. Buyer may reject any invoice that is inaccurate or does not conform to these requirements, and Seller will promptly reissue any such rejected invoice. Buyer’s failure to reject an invoice does not constitute Buyer’s acceptance of the invoice or the goods or services to which such invoice pertains.

Buyer will pay for the goods or services provided by Seller in accordance with the payment terms and in the currency specified elsewhere in this contract. Payments may be made electronically (including, without limitation, by bank transfer or check, where applicable). Where Buyer has reasonable grounds to believe goods provided by Seller under this contract may be subject to any liens, claims or encumbrances, Buyer may withhold payment pending receipt of evidence, in such form and detail as Buyer may direct, that such goods are free of any liens, claims and encumbrances.

26. SETOFF/RECOUPMENT: In addition to any right of setoff or recoupment provided by law, all amounts due to Seller under this or any other transaction between Buyer and Seller shall be considered net of indebtedness of Seller and its affiliates/subsidiaries to Buyer and its affiliates/subsidiaries, and Buyer shall have the right to setoff such indebtedness against, or to recoup such indebtedness from, any amounts due to Seller and its affiliates/subsidiaries from Buyer and its affiliates/subsidiaries.

27. NO ADVERTISING: Seller shall not, without first obtaining the written consent of Buyer, in any manner disclose to any third party, advertise, or publish the fact that Seller has contracted to furnish Buyer the goods or services covered by this contract, or use any trademarks, service marks, or trade names of Buyer in Seller’s advertising or promotional materials.

28. CONFIDENTIALITY: Seller will ensure that the goods, services, and all related information covered by or in any way derived from this contract, including but not limited to design and manufacturing information, which Seller receives from Buyer (“Confidential Information”) will be kept in strict confidence. Seller will exercise all reasonable precautions to prevent unauthorized disclosure of Confidential Information to any third party. Seller will not use the Confidential Information for any purpose other than for executing its obligations under this contract. This provision will survive cancellation, termination, or expiration of this contract. Seller will, at Buyer’s request, employ computer system(s) which will allow compatible electronic information interchange, electronic commerce, and other electronic communications with Buyer’s computer systems, including but not limited to manufacturing, engineering, quality and procurement systems. Seller will electronically communicate with Buyer in a secure (encrypted) manner and specifically utilizing electronic data interchange (EDI), unless otherwise agreed, with respect to all supply chain communications relating to this contract, including, without limitation, receiving Buyer’s production schedules and sending advance shipment notices to Buyer. Any access to Buyer’s systems given to Seller by Buyer for purposes of such communication will not be shared by Seller with any other person or entity and will be kept in strict confidence by Seller.

29. EQUAL EMPLOYMENT OPPORTUNITY: If this contract is issued in support of a U.S. Government prime contract or subcontract, Buyer and Seller shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. Federal contractors and subcontractors must refrain from discharging, or otherwise discriminating against, employees or applicants who inquire about, discuss, or disclose their compensation or the compensation of other employees or applicants. Seller shall include this paragraph in each lower-tier subcontract it issues.

30. COMPLIANCE WITH LAWS; FORCED LABOR: Seller, and any goods or services supplied by Seller, shall comply with all applicable laws, rules, regulations, orders, conventions, ordinances, or standards that relate to the manufacture, labeling, transportation, importation, exportation, licensing, approval, or certification of the goods or services, including, but not limited to, those relating to environmental matters, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health/safety, and motor vehicle safety. Seller further represents that neither it nor any of its subcontractors, vendors, agents or other associated third parties will utilize child, slave, prisoner or any other form of forced or involuntary labor, or engage in abusive employment or corrupt business practices, in the supply of goods or provision of services under this contract. Seller agrees to comply with all applicable anti-corruption laws, including, without limitation, the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act, and that neither it nor any of its subcontractors, vendors, agents or other associated third parties will engage in any form of commercial bribery, nor directly or indirectly provide or offer to provide, anything of value to or for the benefit of, any official or employee of a governmental authority or of any government-owned, government-controlled or government-affiliated entity to obtain or retain any contract, business opportunity or other business benefit, or to influence any act or decision of that person in his/her official capacity. At Buyer’s request, Seller will certify in writing its compliance with the foregoing. Seller will indemnify and hold Buyer harmless from and against any liability, claims, demands or expenses (including, without limitation, legal or other professional fees) arising from or relating to Seller’s noncompliance.

31. NO IMPLIED WAIVER: The failure of either party at any time to require performance by the other party of any provision of this contract shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver of either party of a breach of any provision of this contract constitute a waiver of any succeeding breach of the same or any other provision.

32. NON-ASSIGNMENT: Seller may not assign or delegate its obligations under this contract without Buyer’s prior written consent. Any direct or indirect change in control of Seller resulting from a merger, consolidation, stock transfer, asset sale or similar transaction shall be deemed an assignment or delegation for purposes of this contract that requires Buyer’s prior written consent.

33. RELATIONSHIP OF PARTIES: Seller and Buyer are independent contracting parties and nothing in this contract shall make either party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other.

34. GOVERNING LAW; JURISDICTION: This contract is to be construed according to the laws of the country (and state/province, if applicable) from which this contract is issued as shown by the address of Buyer, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and any conflict of law principles that would require application of another choice of law, and any action or proceedings by Buyer against Seller may be brought by Buyer in any court(s) having jurisdiction over Seller or, at Buyer’s option, in the court(s) having jurisdiction over Buyer’s location, in which event Seller consents to jurisdiction and service of process in accordance with applicable procedures. Any actions or proceedings by Seller against Buyer may be brought by Seller only in the court(s) having jurisdiction over the location of Buyer from which this contract is issued.

35. SEVERABILITY: If any term of this contract is deemed or declared invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of this contract shall remain in full force and effect.

36. ENTIRE AGREEMENT: This contract, together with the attachments, exhibits, supplements or other terms of Buyer specifically referenced in this contract, constitutes the entire agreement between Seller and Buyer with respect to the matters contained in this contract and with the exception of any fraudulent or negligent representations supersedes all prior oral or written representations and agreements. This contract may only be modified by a purchase order amendment/alteration issued by Buyer.