

## IMI - Americas Standard Terms and Conditions of Purchase

1. **Terms of Agreement.** These Standard Terms and Conditions of Purchase (“T&Cs”) shall be made a part of and incorporated into any purchase order (the “Purchase Order”) issued by an IMI Precision Engineering Americas company or any of its affiliated companies (each a “Buyer”). Any reference herein to the Purchase Order shall include these T&Cs. Any Purchase Order is expressly limited to the terms and conditions herein, the Supplier Quality Manual, Supplier Code of Conduct, and any other documents referenced in the order, and is the complete and final agreement between Buyer and supplier. No waiver, alteration, or modification of the terms and conditions set forth herein shall be valid unless expressly agreed to in writing by officer of the “Buyer”. Any different, additional, or conflicting terms or conditions set forth in any invoice or any other document issued by the party selling the goods or providing services (“Supplier”) pursuant to the Purchase Order are expressly objected to by Buyer and the T&Cs shall exclusively govern the purchase and sale of the goods covered by the Purchase Order. The Purchase Order is accepted by Supplier upon Supplier’s written acceptance or its render of services, delivery of goods, or other deliverables pursuant to the Purchase Order.

### 2. **Delivery Terms.**

2.1. Time is of the essence for any delivery for goods or services specified in the Purchase Order. If delivery is not made in the quantities and/or at the time(s) specified in the Purchase Order, Buyer reserves the right, in its discretion and without liability, to take either of the following actions: (a) direct Supplier to expedite routings of the goods or delivery of the services (the difference in cost between the expedited routing and the Purchase Order routing shall be paid by Supplier); or (b) cancel the Purchase Order or the balance thereof by notice effective when delivered to Supplier, and then, to purchase substitute goods and/or services elsewhere and charge Supplier with any loss incurred, including the difference between the cost of substitute goods and/or services and the goods and/or services that would have been provided by Supplier, which shall not in either case be Buyer’s exclusive remedy for such breach of the Purchase Order.

2.2. Supplier shall use the means of delivery and the carrier set forth by Buyer in the Purchase Order. All deliveries of goods ordered by Buyer shall be DAP Buyer’s facility specified in the Purchase Order (Incoterms® 2020), unless otherwise mutually agreed by Buyer and Supplier in writing, with all title and risk of loss passing to Buyer upon delivery of the goods at Buyer’s facility. Unless otherwise agreed in writing, Supplier shall not invoice, and Buyer will not be liable and will not pay for premium or expedited shipping.

2.3. Each shipment of goods shall include separate packing slips showing: (a) Buyer’s Purchase Order number; (b) Buyer’s part number and revision level for goods shipped, if applicable; (c) a description of the goods; (d) individual serial numbers of the goods, if applicable; (e) certificate(s) of compliance and/or material certifications, if applicable; (f) country of origin; and (g) the total quantity of goods shipped.

2.4. Buyer will have no liability for payment of goods delivered to Buyer in excess of quantities specified in the Purchase Order or prior to the delivery schedule specified. Such goods may be subject to rejection and returned at Supplier’s expense, including transportation charges both ways. Buyer will not be liable for any material or production costs incurred in excess of the amount or in advance of the time necessary to meet Buyer’s delivery schedules.

2.5. Supplier shall package the goods in a manner that will prevent damage during shipping and ship the goods in accordance with Buyer’s instructions. Supplier shall be liable for any loss or damage incurred due to improper packaging, crating and/or routing, including additional transportation costs due to improper routing. Supplier must comply with weight limits for packages aligned to applicable standards and/or any packaging specifications outlined in the Purchase Order. Comply with weight limits for packages aligned to OSHA standards or any packaging specifics outlined on Purchase Order.

3. **Prices.** If a price is not stated in the Purchase Order, Buyer and Supplier agree that the goods and/or services shall be billed at the lesser of (a) the price last quoted to Buyer by Supplier, and (b) Supplier’s prevailing customary market price. The Purchase Order may not be filled at a price higher than that which was last quoted or charged to Buyer without Buyer’s specific written authorization. Buyer shall not be charged for taxes, transportation, boxing, packing, or returnable containers in connection with the Purchase Order, unless such charges have been previously specifically agreed to in writing by Buyer. All sales, use, excise, and similar taxes to be paid by Buyer, if any, must be itemized separately on the applicable corresponding invoice. Price shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the services or supply of goods. If a Purchase Order is placed, the price will remain the same notwithstanding any changes in governmental imposed taxes, tariffs, costs, and other unforeseeable or foreseeable changes.

4. **Supply of Services.** Supplier shall meet performance dates for the provision of services specified in the Purchase Order or notified to Supplier by Buyer. In providing the Services, Supplier shall (a) co-operate with Buyer in all matters and comply with all instructions of Buyer; (b) perform the Services with the best care, skill, and diligence in accordance with best practice in Supplier’s industry, profession or trade; (c) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier’s obligations are fulfilled in accordance with the Purchase Order and these T&Cs; (d) ensure that the services and related deliverables will conform with all descriptions and specifications set out in the Purchase Order or provided by Buyer; (e) ensure that the deliverables shall be fit for any purpose expressly or impliedly made known to Supplier by Buyer; (f) provide all equipment, tools, and vehicles and such other items as are required to provide the services; (f) use the best quality goods, materials, standards, and techniques, and ensure

that the deliverables, and all goods and materials supplied and used in the services or transferred to Buyer, will be free from defects in workmanship, installation, and design; (g) obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws and regulations; (i) observe all health and safety rules and regulations and any other security requirements that apply at any of Buyer’s premises; (h) hold all equipment and materials in safe custody at Supplier’s own risk; maintain the equipment and materials in good condition until returned to Buyer; and not dispose or use the equipment and materials other than in accordance with Buyer’s written instructions or authorisation; and (k) do not do or omit to do anything which may cause Buyer to lose any licence, authority, consent, or permission upon which it relies for the purposes of conducting its business, and Supplier acknowledges that Buyer may rely or act on the services.

5. **Warranty for Goods.** Supplier warrants to Buyer that for a period of twenty- four (24) months from the date of shipment of the goods that such goods: (a) are merchantable, fit, and safe for use consistent with, and will otherwise conform to, specifications provided by Buyer or published by Supplier; (b) will be free from defects in material and workmanship; (c) are free of defects in design (except for written designs provided by Buyer, unless the defects in Buyer’s designs are based on Supplier’s specifications); (d) are not subject to any actual or threatened claim, lien, or action that would interfere with Buyer’s use or sale of the goods; (e) do not infringe on any third-party intellectual property rights; (f) are new and do not contain used or reconditioned parts, and (g) to the extent the goods include software code, they do not contain harmful code. Parties hereby agree that this warranty shall survive the delivery, inspection, acceptance, and payment. In case of shipment of nonconforming, defective or otherwise ineffective goods or services, if the invoice for such Purchase Order is not yet due, the Buyer may short pay such Purchase Order, i.e., decrease the amount of the outstanding invoice in the amount equal to the price of the nonconforming, defective or otherwise ineffective goods or services.

6. **Indemnification.** Supplier agrees to indemnify, defend, protect, and hold harmless Buyer and its respective agents, directors, employees, and successors and assigns from and against any and all claims, liabilities, demands, actions, damages, actual or alleged infringement of third party’s intellectual property rights, government investigations, injuries, judgments, fines, costs and expenses, including, without limitation, reasonable attorneys’ fees and expenses, of Buyer or third parties caused by or arising out of: (a) acts or omissions of the Supplier, its employees, agents or subcontractors in connection with these T&Cs or the Purchase Order; (b) Supplier’s or its employees’, agents’, or subcontractors’ breach of any provision of these T&Cs or the Purchase Order; (c) Buyer’s or a third party’s use of the goods or items furnished by Supplier to Buyer in connection herewith or with the Purchase Order; (d) negligent performance or failure or delay in performance of the Purchase Order by Supplier, its employees, agents or subcontractors; or (d) Supplier’s business practices. This indemnification remedy is a non- exclusive remedy for Buyer and Buyer shall have all other remedies available to it, whether in law or equity.

7. **Insurance.** Supplier agrees to secure and maintain adequate insurance coverage with reputable insurers for the protection of Buyer in accordance with these T&Cs, and with coverage limits as specified by Buyer. Supplier will name Buyer as an additional insured under its insurance policies for the services and/or goods provided under the Purchase Order.

8. **Returns and Remedies.** All goods and/or services rejected by Buyer shall be returned to Supplier for full credit at the price charged, plus transportation charges, if applicable. Buyer, in its sole discretion, may require Supplier to replace rejected goods and/or services at the purchase price stipulated in the original Purchase Order. Supplier will not make any changes in such specifications or make any changes in any components, processes or location used in manufacturing the goods previously agreed to by Buyer without Buyer’s prior written consent.

9. **Inspection and Acceptance.** Payment for any goods or services under any Purchase Order or T&Cs shall not constitute acceptance. All goods purchased or services performed hereunder are subject to inspection at Buyer’s destination either before or after payment, or before or after acceptance, at Buyer’s option. Buyer reserves the right to reject and refuse acceptance of goods or services which are not in accordance with the instructions, specifications, drawings, or data as furnished to Supplier before or during the Purchase Order process. Items not accepted or goods whose acceptance is revoked will be returned to Supplier for full credit or replacement at Buyer’s option, and at Supplier’s risk and expense, including transportation charges both ways; provided, however, that such goods may be held at Buyer’s discretion for Supplier’s instructions and stored at Supplier’s risk. If within forty-eight (48) hours after receipt of notice of rejection or revocation of acceptance, Supplier gives no instructions for the disposition of the goods, Buyer may, at its discretion, return for full credit at Supplier’s expense. Supplier shall not replace rejected goods or goods whose acceptance has been revoked unless specified by Buyer. Buyer shall not be liable for failure to accept any part of the goods if such failure is the result of any cause listed in the section below regarding Force Majeure. If the services or portions of the services are rejected by Buyer, the Buyer may in its sole discretion: (a) receive a full reimbursement or full credit for the same, (b) refuse to accept any subsequent performance of the services which the Supplier attempts to make; (c) claim damages for any additional costs, losses or expenses incurred by Buyer which are in any way attributable to the Supplier’s failure to meet specifications or delivery dates; or (d) terminate the Purchase Order (in whole or in part) with immediate effect by giving notice to the Supplier.

10. **Invoices.** Supplier’s invoices shall, at a minimum, include, if applicable: (a) Buyer’s Purchase Order number against which the goods were shipped and/or services provided; (b) the date of shipment or due date of the performance of services; (c)

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Buyer's part number and revision level for each of the goods shipped, if applicable; (d) a description of the goods and/or services; (e) the total quantity of goods shipped; (f) the per unit price of the goods shipped and/or price for services, itemized if applicable; (g) the amount of taxes, if any; (h) the total invoice price; and (i) country of origin. Unless otherwise specified on the Purchase Order, payment terms are net sixty (60) days from Buyer's receipt of a valid Supplier invoice.

11. **Confidential Information.** Supplier acknowledges and agrees that any specifications and all related writings, drawings, designs and similar works provided to Supplier by Buyer shall be deemed "Confidential Information." Supplier further acknowledges and agrees that Confidential Information shall include all information disclosed to Buyer at any time before or after the issuance of the Purchase Order which is in any way related to the Buyer's business. Confidential Information specifically includes but is not limited to (a) data, personal information of employees, customer and/or supplier lists and information, pricing data, documents, financial information, patent applications, know-how, tangible items, materials, prototypes, formulas, patterns, programs, methods, techniques, processes, studies, analyses, records, schedules, reports, specifications, plans, technical data, compilations, devices, inventions, test results, engineering and laboratory notebooks, photographs, screenshots, bills of materials, drawings and models, (b) information by any means, including, but not limited to, oral, electronic, written, graphical, demonstrative, and physical means as well as site visits, inspections or other observations by Supplier, and (c) duplications and translations of any of the foregoing. All Confidential Information shall be the exclusive property of Buyer, and Buyer retains all right, title and interest, including copyright, relating to Confidential Information. Supplier agrees not to use any Confidential Information for any purpose other than as permitted or required for performance by Supplier under the Purchase Order and not to disclose or provide any Confidential Information to any third party and to take all necessary measures to prevent any such disclosure by its employees, agents, contractors or consultants. Upon request of Buyer or completion of the Purchase Order, Supplier shall return all such Confidential Information to Buyer and shall certify to Buyer that it has returned all such Confidential Information. The return of Confidential Information shall be complete in every respect, so as to permit an experienced manufacturer to manufacture, assemble, maintain and service the goods and shall include a full drawing package in reproducible form and any revisions or updates, including but not limited to, AutoCAD files, fabrication drawings, approved supplier list, test specifications, tooling specifications and drawings, manufacturing assembly instructions, routings, quality assurance protocols, test equipment, specifications and engineering change notice history. "Confidential Client Information" means all information about Buyer's clients' business affairs that is provided to Supplier by Buyer or about which Supplier learns while providing services or goods that is not already known or readily available to the general public. Supplier shall not engage in any unauthorized use or disclosure of Confidential Client Information and shall follow the same obligations and restrictions as for Buyer's Confidential Information. All of Supplier's specifications, information, data, drawings, software and other items supplied to Buyer by Supplier shall be disclosed to Buyer on a nonproprietary basis and may be used and disclosed by Buyer without restriction, unless Buyer has executed a separate agreement restricting the use and disclosure of such information, data, software and the like. Upon Buyer's request, Supplier shall delete all Confidential Information and shall certify that that it has deleted all such Confidential Information.

12. **Ownership of Tooling and other Material/Equipment.** All jigs, dies, fixtures, special cutting tools, special gauges, special test equipment, computer programs, patterns, other special equipment and manufacturing aids, drawings and any replacements of the foregoing, as well as any materials ("Equipment") furnished to Supplier by Buyer or specifically paid for by Buyer or created for Buyer will remain the property of Buyer. Supplier will provide separate and distinct storage for any such Equipment and maintain an appropriate marking on the same and on the separate storage area to clearly and permanently identify Buyer as the owner of the Equipment. Such Equipment while in Supplier's custody or control, will be maintained in good working condition, reasonable wear and tear excepted, by Supplier at Supplier's expense, held at Supplier's sole risk and will be kept insured by Supplier at Supplier's expense in an amount equal to the replacement cost with loss payable to Buyer. Such Equipment will be delivered in good working condition, reasonable wear and tear excepted, to Buyer immediately upon request by Buyer. Buyer shall also have the right to enter Supplier's facility without notice during Supplier's normal business hours and remove or repossess the Equipment without cost or expense to Buyer. Equipment shall not be disposed of, or moved to a different location, without prior written approval by Buyer. No use of Buyer's Equipment shall be permitted without prior written approval by Buyer. Supplier shall not publish or display Buyer's product manufactured by Buyer's Equipment, without prior written approval by Buyer.

### 13. **Termination.**

13.1. Buyer may, by notice in writing to Supplier, terminate the Purchase Order or services thereunder, in whole or in part, at any time and such termination shall not constitute a default. In such event, Buyer will pay Supplier contract price for completed services and/or finished goods held in Supplier's inventory, provided such goods are produced and services are completed in accordance with Buyer specifications, and accepted by Buyer, excluding any costs for raw materials and associated manufacturing costs.

13.2. Buyer shall have the right to cancel all or any part of the Purchase Order for goods or services that have not been delivered and otherwise upon the occurrence of any of the following events: (a) Supplier does not make deliveries or furnish services according to the terms specified; (b) Supplier repudiates the contract; (c) Buyer

rightfully rejects or revokes acceptance; (d) Supplier breaches any of the terms hereof including warranties of Supplier; (e) Supplier makes an arrangement, extension or assignment for the benefit of creditors; (f) Supplier dissolves or otherwise ceases to exist or liquidates all or substantially all of its assets; (g) Supplier becomes insolvent or generally does not pay its debts as they become due; (h) Supplier is adjudicated as bankrupt or files a voluntary petition in bankruptcy; or (i) relationship between Buyer and Supplier sour. Buyer may, at its option, request that Supplier provide adequate written assurance of future performance pursuant to the Uniform Commercial Code as enacted in the state of Buyer's business address as shown on the Purchase Order. In such a case, Supplier must provide said written assurance of performance within ten (10) days of Buyer's written request (excluding the date of mailing). This right of cancellation and the right to request an adequate written assurance of future performance are in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

14. **Patent Infringement Indemnity.** Supplier warrants that the goods purchased or services performed hereunder do not infringe upon any patent, trademark, service mark, trade name, copyright or other similar third party intellectual property right and covenants and agrees to indemnify, defend, and hold harmless Buyer, its customers, agents and subsequent owners from any claim that any product or article sold by Supplier hereunder (except goods specifically of Buyer's design), infringes on any letters, patent, copyright or trademark, or from any claim of unfair competition, by reason of its use or sale by Buyer, its customers or agents. Supplier further agrees to indemnify (and as incurred, reimburse) Buyer against any and all expense, loss, royalties, profits, and damages, including court costs, attorneys' fees and reasonable value of time expended by Buyer's employees (as determined by Buyer in its sole discretion), in connection with or resulting from such suit or proceedings, including, without limitation, any settlement or decree of judgment therein. Supplier's obligations hereunder survive acceptance and payment by Buyer.

### 15. **Intellectual Property Rights.**

15.1. Supplier acknowledges and agrees that any patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in designs, specifications, plans, patterns and drawings, computer software, database, know-how and trade secrets, and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world ("Intellectual Property Rights") in any documentation provided by Buyer to Supplier or prepared or made by Supplier, its employees, agents or sub-contractors for the purpose of fulfilling the Purchase Order, shall vest in and belong to Buyer in connection with the Purchase Order (including, but not limited to, designs and specifications for the goods and/ services); and will remain the exclusive property of Buyer at all times, and Supplier will not obtain any right or interest in such Intellectual Property Rights as a result of or in connection with the Purchase Order.

15.2. In respect of the goods and any products that are transferred to Buyer as part of the services under the Purchase Order, Supplier warrants that it has full, clear and unencumbered title to all such items, and that at the date of delivery of such items to Buyer, it will have full and unrestricted rights to sell and transfer all such items to Buyer.

15.3. Supplier assigns to Buyer, with full title guarantee and free from all third party rights, all Intellectual Property Rights in the goods and/or services under the Purchase Order.

15.4. Supplier shall, promptly at Buyer's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as Buyer may from time to time require for the purpose of securing for Buyer the full benefit of the Purchase Order, including all right, title and interest in and to the Intellectual Property Rights assigned to or vesting in Buyer.

16. **Arbitration.** Except for any action where the sole relief sought is an injunction, any controversy or claim arising out of or relating to Purchase Order, or the making, performance or interpretation thereof, including without limitation alleged fraudulent inducement thereof, shall be settled by binding arbitration with one arbitrator in Chicago, Illinois, or other city of Buyer's choosing, by one arbitrator through JAMS, and in accordance with the JAMS Comprehensive Arbitration Rules & Procedures then in effect, supplemented by federal rules of civil procedure applying the laws of the state of Buyer's business address as shown on the Purchase Order. Judgment upon any arbitration award may be entered in any court having jurisdiction thereof.

17. **Changes.** Buyer reserves the right at any time to make written changes in any one or more of the following: (a) specifications, drawings and data incorporated in the Purchase Order, where the items to be furnished are to be specially manufactured for Buyer; (b) methods of shipment or packing; (c) place of delivery; (d) time of delivery; (e) manner of delivery; (f) forecasts; or (e) quantities.

18. **Assignment.** Supplier may not assign, transfer, or subcontract the Purchase Order or any interest herein or any rights or duties hereunder without the prior written consent of Buyer.

19. **Force Majeure.** Neither Party shall be liable hereunder for any failure or delay in the performance of its obligations under the Purchase Order, if such failure or delay is on account of causes beyond its reasonable control, including civil commotion, war, fires, floods, accidents, earthquakes, inclement weather, telecommunications line failures, electrical outages, network failures, governmental regulations or controls, casualty, terrorism, acts of God, or other similar occurrences beyond the reasonable control of the Party (each a "Force Majeure Event"), for so long as such Force Majeure Event is in effect; *provided, however*, that if any Force Majeure event experienced by Supplier continues for more than thirty (30) days, Buyer may terminate

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the Purchase Order without liability. Each Party shall provide the other Party with prompt written notice of the occurrence of a Force Majeure Event and in any event within five (5) business days of its occurrence. For the avoidance of doubt, a Force Majeure Event does not include (i) acts or omissions of Supplier's subcontractors or suppliers (including, but not limited to, price increases or the inability of Supplier to obtain necessary manufacturing inputs from its normal or customary sources); (ii) labor disputes of Supplier, its subcontractors or its suppliers, including lockouts, strikes or slowdowns; or (iii) failure to comply with applicable law.

20. **Governing Law.** The Purchase Order shall be interpreted and construed in accordance with the laws of the State of Delaware.

21. **Entire Agreement.** The Purchase Order, including the Supplier Quality Manual provided by Buyer, IMI Code of Conduct and Supplier Code as defined below, all attachments hereto and thereto and specifications set forth herein and therein, constitute the complete and final agreement between the parties and supersede all prior negotiations and agreements between the parties concerning the subject matter hereof and thereof.

22. **Compliance.** Supplier will, and will ensure that each of its affiliates, agents and subcontractors will, comply with all laws, rules, regulations, and orders of any jurisdiction that are applicable to it, its business activities and products including without limitation those related to anti-bribery, anti-money laundering, safety and environment, export controls and trade sanctions, tax evasion, the facilitation of tax evasion, and human trafficking and modern slavery. Supplier will without delay provide such information, documents, and access for audit and investigation as may be reasonably requested by Buyer to review Supplier's compliance with laws. Supplier acknowledges that Buyer has a code of responsible business (the "**IMI Code of Conduct**"), which is available at [www.imiplc.com](http://www.imiplc.com). Supplier shall, at all times, conduct, and cause its officers, directors, employees and/or agents to conduct, business ethically and in accordance with the provisions of the IMI Code of Conduct. Supplier further acknowledges that Buyer has a **Supply Chain Code of Conduct** (the "Supplier Code") (as may be updated by Buyer from time to time) and Supplier shall, at all times, meet or exceed the requirements set out in the Supplier Code. This Section shall apply whether or not Supplier is acting pursuant to the Purchase Order or otherwise in its relationship with Buyer. Supplier agrees that it must be able to demonstrate its compliance with the requirements referred to in this Section at the request of and to the satisfaction of Buyer which includes, but is not limited to, Buyer having the right to inspect any site involved in work for Buyer. If Supplier fails to comply with this Section, Buyer shall be entitled, in its sole discretion, to terminate the Purchase Order or other agreements between Supplier and Buyer without penalty to Buyer, but with obligations for Supplier to remedy any damages suffered by Buyer as a result of such termination or as a result of the breach of the Purchase Order by Supplier.

23. **Country of Origin.** Supplier will label all goods sold hereunder, including all the good's components and containers, with the country of origin, and will indicate the country of origin on all invoices for the goods. Upon Buyer's request, Supplier will promptly provide certification to evidence the origin of such goods.

24. **Fair Labor Standards Act.** Supplier agrees that all goods purchased hereunder will be produced in compliance with the Fair Labor Standards Act.

25. **Notices.** Notices and communications under the Purchase Order shall be deemed given to either party at the address set forth on the Purchase Order (includes any electronic address, if so provided on the Purchase Order.), with a mandatory copy to [US-legal-notices@imi-precision.com](mailto:US-legal-notices@imi-precision.com) (a) upon the expiration of five (5) business days after the date of deposit in the U.S. mail if sent by registered mail, return receipt requested; (b) upon the next business day if sent by recognized overnight supplemental delivery service; (c) the same business date if notice is delivered personally; or (d) upon electronic confirmation of transmission if sent by facsimile or electronic mail.

26. **Independent Contractors.** The relationship of Buyer and Supplier under the Purchase Order is one of independent contractors. Nothing in the Purchase Order or these T&Cs shall be interpreted as authorizing either party to bind the other, to incur any liability on behalf of the other, or to act as an agent for the other.

27. **Survival.** All provisions herein or in the Purchase Order regarding warranty, indemnification, confidentiality, liability and limits thereon, or other provisions that survive by their terms, will survive any termination or expiration of the Purchase Order.

28. **Affiliates.** Any right, cause of action claim for relief or remedy granted to Buyer herein shall extend without exception to any entity that controls, is controlled by, or is under common control with Buyer.

29. **Severability.** If any provision of these T&Cs is held to be illegal, invalid, or unenforceable under any present or future law, rule or regulation, such provision shall be deemed stricken from these T&Cs, but such illegality, invalidity or unenforceability shall not invalidate any of the other provisions of these T&Cs and the remainder of these T&Cs shall continue in full force and effect. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as part of these T&Cs a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

30. **RoHS & ELY.** Supplier agrees to notify Buyer, before manufacture and delivery of goods, of the presence of hazardous substances as defined by the following Directives in goods or processes used to manufacture goods. If the presence of hazardous substances exceeds those allowable under these directives, then Buyer has the right to require Supplier to substitute materials in such a way as to comply with the directives. The directives are: Directive 2015/863/EU Restriction of the use of certain hazardous substances in electrical and electronic equipment (ROHS); Directive 2000/53/EC End of life vehicles; 2012/19/EU (WEEE); and current revision of REACH Regulation EC No 1907/2006 (<http://echa.europa.eu/regulations/reach/candidate-list-substances-in-articles>).

31. **Conflict Minerals.** Supplier shall cooperate fully with Buyer in investigating the source of any tantalum, tin, tungsten or gold in the goods supplied by Supplier to Buyer, including the completion of the template available at <http://www.conflictreesourcing.org/conflict-minerals-reporting-template/> and any other documentation required by Buyer.

32. **EEO.** **The parties hereby incorporate the requirements of 41 C.F.R. § 60-1.4(a), 60- 250.5, and 29 C.F.R. § 471, Appendix A to Subpart A, if applicable. This Supplier, its agents and subcontractors shall abide by the requirements of 41 C.F.R. 60-300.5(a) and 41 C.F.R. 60- 741.5(a), if applicable. These regulations prohibit discrimination against qualified protected veterans and qualified individuals with disabilities, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities.**