

## SUMITOMO RUBBER NORTH AMERICA, INC. PURCHASER TERMS AND CONDITIONS

(1) **Complete Agreement.** This Purchase Order, any and all applicable documents available from time to time at \_\_\_\_\_, and all specifications, schedules, exhibits, statements of work, agreements or other writings which may be attached hereto or provided for or referred to herein, or, to the extent issued by Purchaser or set forth in a writing executed by the authorized representatives of the parties, pursuant to which this Purchase Order has been issued (such documents, specifications, schedules, exhibits, statements of work, agreements or other writings, collectively, the "Related Documents"), set forth the complete and final agreement between Purchaser and Seller in respect of the subject matter hereof. No course of dealing or usage of trade will be used to modify, supplement or explain any term herein. No changes, additions, amendments or modifications of, or supplements to, the provisions of this Purchase Order will be valid or binding upon Purchaser unless in a writing that is a Purchase Order, an express modification to a Related Document or a Change Order, in each case issued by Purchaser; or that expressly indicates it is an amendment hereto and is executed by the authorized representatives of the parties. In the event of any inconsistency between these Terms and Conditions and the provisions on the face of the Purchase Order or any Related Document, the provisions contained on the face of the Purchase Order or such Related Document shall control. Seller's acceptance, acknowledgment or, at the election of Purchaser, commencement of performance of this Purchase Order, whichever comes first, shall constitute acceptance by Seller of all of the Terms and Conditions of this Purchase Order. This Purchase Order is expressly limited to and conditioned upon Seller's assent to the Terms and Conditions set forth herein. Without limiting the generality of this Section (1), these Terms and Conditions will not be modified by any quotation, offer, acknowledgement, confirmation, acceptance or invoice terms issued by Seller, all of which are hereby objected to and rejected, Purchaser shall not be bound by any "shrink wrap license," "disclaimers" or "click to approve" terms or conditions contained in any Seller computer system, software or Web site, and any attempted, purported or proposed modification hereto will be deemed to be a material modification. If this Purchase Order does not specify a particular quantity of Goods and is not expressly designated on its face as an order for all of Purchaser's requirements for Goods at a facility or facilities, then (a) Purchaser shall purchase at least one (1) hour of labor or unit of Goods, as applicable and (b) for \$10 and other good and adequate consideration, receipt and sufficiency of which are confirmed by Seller's acceptance as set forth above, to be paid after expiration or termination of this Purchase Order, Seller grants to Purchaser an irrevocable option to purchase such quantities as are specified in releases or like documents from time to time transmitted by Purchaser during the term of this Purchase Order.

(2) **Definitions.** "Change Order" means a written document issued by Purchaser under Section (8) of these Terms and Conditions. "Claim" means and includes any threatened or pending claim, demand, action, suit, investigation or proceeding. "Confidential Information" means and includes any and all drawings, plans, specifications, blueprints, software, equipment designs, prices, samples, formulas, processes, data, instructions, and other information, in any form, furnished or made available to or for Seller by or for Purchaser. "Goods" means and includes the materials, deliverables, supplies, articles, equipment, structures, work and/or services covered by this Purchase Order. "Including" means including, without limitation. "Law" means and includes any local, provincial, state or federal law, rule, regulation, order, decree, treaty or other governmental requirement of any jurisdiction. "Person" means and includes any person or entity. "Purchaser" means and includes the entity identified on the face of this Purchase Order and any parent, subsidiary, sister or affiliated company of Purchaser, and with respect to Seller's obligations to provide Indemnification and/or reimbursement shall include the directors, officers, employees, agents, consultants and insurers of each of the foregoing Purchaser entities, provided that nothing herein will be deemed to or will cause any entity other than the Purchaser entity identified on the face of this Purchase Order to be responsible for any payment or other obligations hereunder. "Purchaser's Property" means and includes all materials, equipment, tools, dyes, and other property, tangible and intangible, and including process parameters, software, technical data and other Confidential Information, of Purchaser and, in each case, any replacement thereof. "Seller Associated Person" means and includes any parent, subsidiary, sister or affiliated company of Seller and any Person who or which performs services for or on behalf of Seller in any capacity, including, employees, agents, representatives, subcontractors and vendors of Seller. "Software" means any and all software provided or made available to Purchaser under this Purchase Order, in object or source code form, whether installable, or made available on a software-as-a-service basis, or embedded in any Goods, including firmware, middleware, databases, operating systems, applications, user interfaces, and machine code. "Work Product" means (i) any and all works of authorship, software, object code, source code, manuals, ideas, and documentation made, conceived, discovered or developed by Seller pursuant to this Purchase Order, whether alone or in conjunction with others, that arise in any way from or as a result of the performance of services under this Purchase Order, or that are derived from, are based upon or utilize in any way any Purchaser's Property, whether before, during or after the performance of such services; and (ii) all documents, records, reports, materials or other documentation of any kind in any medium prepared by Seller in performing such services.

(3) **Warranty.** Seller warrants that all Goods will (a) be new and not contain any reconditioned parts or materials unless otherwise specified on the face of this Purchase Order, (b) conform to all applicable Laws, including all applicable chemical or product Laws and regulations globally, including the European Union EC 1907/2006 Registration, Evaluation, and Authorization and Restriction of Chemicals (REACH) and Canada's Chemicals Management Plan, (c) conform to the specifications, drawings, samples, labels and other descriptions furnished or specified by Purchaser, or if not so furnished or specified, mutually agreed in writing by the parties, or if not so mutually agreed, furnished by Seller (provided that in such event the applicable specifications shall be Seller's specifications in effect at the time of shipment), (d) be of first class quality and workmanship, merchantable, suitable for the purposes intended and free from defects, whether patent or latent, in material, workmanship, design and title, (e) to the extent consisting of Software, (i) conform in all material respects to, and properly and correctly perform in accordance with, its documentation; and (ii) not contain any program routine, device, code or instructions, or other undisclosed feature, that is capable of accessing, modifying, deleting, damaging, disabling, deactivating, interfering with or otherwise harming any computers, networks, data or other electronically stored information, or computer programs or systems, or permitting Seller or any other party to do so and (f) to the extent consisting of services, be executed in a professional, good and workmanlike manner by qualified, trained, experienced, careful and efficient workers in strict conformity with the highest standards of the industry and trade(s). Seller also, without limiting the foregoing warranties, extends and assigns to Purchaser its rights under and the benefits of any standard warranty of Seller applicable to the Goods, and all warranties of any subsupplier or subcontractor as to the Goods and the components thereof. Seller represents, warrants and agrees that information provided by, and obligations of, Seller in any vendor registration or like documents provided to Purchaser by or for Seller remain true, correct and current, that Seller is not debarred or subject to debarment by any governmental authority, and that Seller will not employ, subcontract with or otherwise use any Person who or which is debarred or subject to debarment in connection with Seller's performance of this Purchase Order. If Purchaser determines that any Goods do not comply with applicable warranties, Purchaser may, at its sole option, and in each case at Seller's sole expense: (i) reject such Goods and/or purchase substitute goods and/or services including expedited transportation; (ii) require Seller to repair or correct such Goods as necessary to render them in conformance with such warranties, and consistent with Purchaser's time schedule; (iii) return such Goods to the extent not consisting of services (and if applicable return the Work Product of any services), and, whether or not as to Goods that constitute services, receive a full refund; and/or (iv) make any corrections required to cause such Goods to fulfill such warranties and/or repair, replace and/or recall products that incorporate or are potentially affected by such Goods and charge Seller for the related Liabilities and/or Expenses suffered or incurred by Purchaser. Seller shall indemnify Purchaser for all Liabilities and/or Expenses, foreseeable or not, suffered or incurred by Purchaser in connection with a breach of applicable warranties (including transportation, storage, administrative, and other incidental expenses of Purchaser).

(4) **Shipment and Delivery.** Time is of the essence. Quantities and delivery schedules must be as specified in this Purchase Order, provided that if quantities or delivery schedules are not specified in this Purchase Order, they shall be as directed by Purchaser in one or more releases or like communications. Purchaser shall not be obligated to accept untimely (including advance), excess or under shipments and/or performance and such shipments and/or the work product associated with such performance in whole or in part may, at Purchaser's option, be returned to Seller or held for disposition at Seller's expense and risk. Seller shall not insure any shipments, or declare excess valuation on express shipments, for Purchaser's account. Seller will be charged with any Liabilities and/or Expenses suffered or incurred by Purchaser arising out of Seller's failure to conform and/or to comply with Purchaser's instructions, including Liabilities and/or Expenses related to premium freight procured by Purchaser as a result of Seller's failure to meet a delivery schedule or otherwise to deliver as requested. Seller shall ensure that the packaging, labeling, and shipping of the Goods (a) complies with all requirements hereof, of applicable Law, and of all specifications provided by Purchaser and (b) is in accordance with the best commercial practices and protects the Goods from loss or damage. No charge will be allowed for packing, boxing, cartage, crating, drayage, demurrage or dunnage unless otherwise set forth on the face of this Purchase Order, but damage to any Goods not packed to ensure protection will be charged to Seller. Each package must contain a memorandum showing shipper's name, contents of package and Purchaser's Purchase Order number. Unless otherwise specified on the face of this Purchase Order, shipments shall be made F.O.B. (U.C.C.) Destination for deliveries within the U.S. and DDP Destination (Incoterms 2010) for other deliveries; title to Goods passes to Purchaser upon acceptance and Seller pays all freight and related charges and is responsible for filing loss and damage claims prior to acceptance of delivery at destination by Purchaser. Notwithstanding the foregoing, title and risk of loss for Goods subject to a consignment agreement pass upon release of the Goods from the consigned stock. In the event transportation is performed by a carrier retained by or for Purchaser, Seller will provide the carrier with all necessary handling and other information in accordance with and/or necessary for compliance with applicable Law. Without limiting the obligations of Seller under Section (6) of these Terms and Conditions, Seller shall notify Purchaser, immediately and in writing, of any actual or potential delay in delivery or shipment.

(5) **Termination.** Unless Seller's failure to make timely delivery of the Goods is excused in accordance with the provisions of Section (6), Seller's failure to make timely delivery, or Seller's breach of any of the terms and conditions of this Purchase Order, shall constitute sufficient cause for Purchaser, at its option, to terminate this Purchase Order either in whole or in part and, among other things, to charge Seller for any Liabilities and/or Expenses Purchaser may suffer or incur as a result of Seller's default. Any failure by Purchaser to exercise this option with respect to any installment shall not constitute a waiver with respect to subsequent installments. In the event Seller becomes insolvent or makes a transfer for the benefit of creditors or if bankruptcy or any other insolvency proceedings are instituted by or against Seller, Purchaser shall have the right to immediately terminate this Purchase Order.

(6) **Force Majeure.** Subject to the further requirements of this Section (6), Seller shall not be liable for delay affecting Seller's performance hereunder to the extent such delay is due to causes beyond the control and without the fault or negligence of Seller or any subsupplier or subcontractor of Seller; provided that any delay caused by an event affecting a subsupplier or subcontractor of Seller may be excused only if (a) the delay is beyond the control and without the fault or negligence of both Seller and such subsupplier or subcontractor and (b) the Goods cannot be obtained from other sources in sufficient time to permit Seller to meet the delivery schedule. Examples may include acts of God, fire, strike, or extraordinary act of Government. In the event Seller becomes aware that any such delay may occur, Seller shall, as an obligation under these Terms and Conditions and a condition to the terms of this Section (6), (a) provide prompt written notice in reasonable detail to Purchaser (which notice shall contain a plan of remedial measures to recommence supply as quickly as possible in the event of a delay) requesting approval of any such delay, (b) to the extent possible, establish adequate reserve supplies of Goods for delivery to Purchaser so that performance of this Purchase Order is not delayed or interrupted and (c) use its best efforts to avoid delay and in the event of delay recommence performance as soon as possible. Purchaser may also terminate this Purchase Order and/or purchase Goods from other sources and reduce this Purchase Order by the relevant quantities, in connection with any such delay or any threatened delay. Without limiting the generality of the foregoing, whenever an actual or potential labor dispute delays or threatens to delay the timely performance of this Purchase Order, Seller will immediately notify Purchaser in writing of such dispute and furnish all relevant details. Seller shall include a provision identical to the above in each subcontract that may be allowed hereunder and immediately upon receipt of any such notice, shall give written notice to Purchaser.

(7) **Price; Invoice and Payment.** The price for the Goods is as set forth in this Purchase Order, or if no price is stated the lower of (a) the lowest then prevailing market price for Goods and (b) the last price quoted to Purchaser as reflected in Purchaser's records, provided if no price is stated and the price is determined in the foregoing manner, then in no event will the price be higher than that most recently in effect between the parties with respect to transactions involving Goods. Prices are firm and not subject to escalation unless expressly set forth in this Purchase Order. Prices are all inclusive and Purchaser shall not be charged additional amounts for materials, supervision, facilities, benefits or other overhead, or otherwise. Seller guarantees that the price for the Goods is the lowest price currently made available by Seller, or at which Goods are sold by Seller, for the same or similar goods and services in like quantities, and is competitive with other sellers' prices for such goods and services (the "Price Guarantee"). Seller will promptly notify Purchaser in writing of any prices that affect the Price Guarantee. Purchaser may terminate this Purchase Order if Seller breaches the Price Guarantee and shall have no obligations to pay in excess of the Price Guarantee. All invoices for Goods shipped on this Purchase Order shall be rendered by and be payable to Seller. Purchaser may withhold payment if Seller's invoice is incorrect or does not conform to Purchaser's invoicing instructions. When prepaid transportation charges are for Purchaser's account (which requires Purchaser's request on the face of this Purchase Order), the invoice must be supported by a prepaid receipted transportation bill. If not

otherwise specified on the face of this Purchase Order, payment terms are Net Prox 90. Invoice payment dates will be computed from the date of acceptance of the Goods or from the date proper and correct invoices are received by Purchaser in accordance with Purchaser's then current requirements for the content of, and procedures for delivery of, invoices, whichever is later. Payments by Purchaser shall not be deemed evidence of acceptance by Purchaser of the Goods. Unless otherwise specified, all amounts shall be invoiced and paid in the currency of the country in which Purchaser is located. Payment terms shall be governed by this Purchase Order unless more favorable terms are indicated on Seller's invoice, in which case Purchaser, in its sole discretion, may choose to pay pursuant to the invoice's more favorable terms, but in no event shall any other terms of the invoice modify this Purchase Order. To the extent Seller fails to invoice Purchaser for Goods within 180 days of delivery, Purchaser shall have no obligation to pay Seller for such Goods. Any claims for payment must be provided to Purchaser in writing within one (1) year of the date of delivery or be deemed waived and any legal action for payment must be brought within one (1) year of the date on which payment was due or be forever barred.

(8) **Cancellation; Effect of Termination; Changes.** Purchaser may terminate this Purchase Order, in whole or in part, for its sole convenience. Upon termination, whether under this Section (8), under Section (5) or otherwise, Seller shall immediately stop performance to the extent required by the termination, but shall continue performance to the extent not terminated. Seller's sole remedy as to the terminated portion of any Purchase Order, whether terminated under this Section (8), under Section (5) or otherwise, shall be payment of the applicable order price for the Goods subject to termination that have been accepted as of the date of termination, less amounts previously paid. Without limiting the generality of the foregoing, Seller shall not be entitled to receive damages or compensation for any such Goods provided after the date of termination. Following such termination, Seller shall, to the extent specified by Purchaser (subject to equitable adjustment as set forth below, if applicable), (a) transfer to Purchaser fabricated or unfabricated parts, work in process, completed work, supplies and other materials acquired in connection with Seller's performance of the terminated portion of the Purchase Order, as well as completed or partially completed plans, drawings, information and other property which, had the Purchase Order been completed, would have been required to be furnished and (b) assign its rights under any and all orders and subcontracts hereunder related to the terminated portion of this Purchase Order. Purchaser shall be entitled to make changes within the general scope of this Purchase Order by issuance of a written Change Order identified as such and specifying the relevant changes. If any Change Order increases or decreases the cost of or time required for performance of this Purchase Order, an equitable adjustment will, subject to written agreement of the parties, be made in the price or the delivery schedule or both, provided that any claim for adjustment by Seller will be deemed waived unless made within 20 days of its receipt of the Change Order. Seller will proceed with performance as required by this Purchase Order, as modified by the Change Order, whether or not the parties have agreed upon any such equitable adjustment. Seller will make no changes to the design, materials, manufacturing location or processes specified in this Purchase Order, or if none are specified those in place at the time of issuance of this Purchase Order related to the Goods, without notice in writing to, and the prior written approval of, Purchaser, and Seller shall be fully responsible for all Liabilities and/or Expenses, and/or delays, resulting from such changes.

(9) **Non-infringement; Intellectual Property.** Seller warrants that the Goods furnished hereunder, and the manufacture, use, sale and resale thereof, do not and will not infringe, misappropriate, or otherwise violate, directly or indirectly, any patent, copyright, moral right, mask work, trademark, service mark, trade dress, trade name or any other intellectual property or proprietary right of others ("Intellectual Property"). Without limiting the generality of Section (15), in the event that any Claim alleging infringement, misappropriation or other violation of any Intellectual Property right is brought or threatened against Purchaser or any of its agents or vendees on account of any Goods furnished to Purchaser hereunder (other than trademarks that Purchaser may specifically request Seller to use in connection with Goods to be furnished hereunder), Seller will indemnify Purchaser, its agents and vendees in respect of all Liabilities and/or Expenses related to or incurred in connection with such Claim. If an injunction or restraining order is issued in connection with any such Claim, or such a Claim is made against either party, Seller will, at its expense, obtain for Purchaser either the right to continue to make, use, offer to sell, sell or import the Goods or modify the Goods to make them non-infringing, with no material loss of functionality. Any knowledge or information concerning Seller's products, methods or manufacturing processes that Seller may disclose to Purchaser incident to the Goods or Seller's performance of this Purchase Order shall, unless otherwise specifically agreed in writing, be deemed to have been disclosed as a part of the consideration for this Purchase Order, and Seller agrees not to assert any claim against Purchaser by reason of Purchaser's use or alleged use thereof. Unless otherwise specified on the face of this Purchase Order, and except as set forth in clauses (b) and (c) of this sentence, (a) Seller transfers to Purchaser all right, title and interest in and to the Goods, including Intellectual Property rights, and (b) notwithstanding the foregoing, each party will continue to own all of its preexisting Intellectual Property, provided that Seller hereby grants to Purchaser a perpetual, irrevocable, royalty free, worldwide, nonexclusive license, including the right to sublicense ("Use License"), covering all preexisting, and, if under applicable Law less than all Intellectual Property rights are conveyed by Clause (a) of this Section (9), other, Intellectual Property rights of Seller and third parties in the Goods to the extent necessary or desirable for Purchaser's use of, and exploitation of its rights in, the Goods and (c) Seller will obtain and transfer to Purchaser a Use License covering all Intellectual Property of any third party incorporated into, required to use or delivered with the Goods to the extent necessary or desirable for Purchaser's use of, and exploitation of its rights in, the Goods and will deliver copies of the same to Purchaser upon request. Seller will provide Purchaser with all assistance reasonably required to perfect the rights granted herein. Seller represents and warrants that it has all necessary rights to grant the licenses contemplated hereby. Seller will fully and promptly disclose to Purchaser any and all Work Product. At any time at the request of Purchaser, Seller will deliver to Purchaser all copies in any medium of any or all information or materials received from Purchaser, and any or all Work Product in the possession of Seller. All Work Product will be deemed "works for hire" to the extent permitted by law, and will be owned solely and exclusively by Purchaser. Seller shall, without further compensation, assign to Purchaser, and does hereby assign to Purchaser, Seller's entire right, title and interest in and to all Work Product, and any other Intellectual Property rights therein, throughout the world. Seller shall obtain a similar written assignment from any person who is employed by or engaged, directly or indirectly, by Seller to perform work on projects under this Purchase Order. Seller shall, upon Purchaser's request, execute any and all affidavits, assignments and/or other documents reasonably deemed necessary or desirable by Purchaser to acknowledge, confirm, perfect, secure or support the conveyance of title in any of the Work Product to Purchaser, or to record the same in any country of the world, or to apply for or secure patent, copyright or other protection in any country of the world, or to claim priority therefor, or to enforce Purchaser's rights therein in any court, arbitral or other proceeding, whether during the performance of services under this Purchase Order or at any time thereafter, and to testify or otherwise assist and cooperate with Purchaser and its agents and attorneys in connection therewith, at Purchaser's expense.

(10) **Confidential Information.** Seller shall not, without the prior written consent of Purchaser, in any way or manner, make known, divulge or communicate any Confidential Information, or any information concerning Goods specified herein and manufactured in accordance with such Confidential Information, to any third party except as provided herein. All Confidential Information remains the sole and exclusive property of Purchaser. Seller will limit dissemination of any such Confidential Information (a) within its own organization to individuals whose duties justify the need to know such information and (b) to such subsuppliers and/or subcontractors of Seller, required in Seller's performance, necessarily requiring any such Confidential Information, and then only provided that there is a clear understanding by such Persons of their obligation to maintain the confidential status of such information and a written agreement to do the same. Seller shall be responsible for any disclosure or misuse of Confidential Information by any Person to whom or to which Seller makes Confidential Information available. Seller shall not employ any Confidential Information for its own use nor for any third party (other than as designated by Purchaser in writing) nor for any purpose whatsoever except in the performance of this Purchase Order. Seller shall use at least the same degree of care in safeguarding Confidential Information as it uses in safeguarding its own comparable information, but in no event less than a reasonable degree of care. If Seller becomes legally compelled to disclose any Confidential Information, Seller may disclose such Confidential Information to the extent legally required; provided, however, that Seller shall first notify Purchaser in writing of such requirement so that Purchaser may seek a protective order or similar remedy. Upon request by Purchaser, Seller shall promptly, at Purchaser's option and Seller's expense (i) return to Purchaser all Confidential Information and retain no copies, and (ii) erase or destroy all Confidential Information and confirm in writing that it has done so, in each case to the extent requested by Purchaser. Seller also agrees to not disclose to Purchaser any information of any type whatsoever which Seller is prohibited, contractually or otherwise, from disclosing. Seller acknowledges that any breach of this Section may cause immediate and irreparable harm to Purchaser for which money damages would be inadequate and that, accordingly, Purchaser may, in addition to all other remedies, seek injunctive relief for any breach by Seller of this Section without proof of actual damages and without the posting of bond or other security.

(11) **Purchaser's Trademarks.** Where this Purchase Order specifies that Goods shall bear Purchaser's trade name, trademark or other form of Purchaser's identification, and Seller produces any Goods bearing Purchaser's trade name, trademarks or other forms of Purchaser's identification in excess of the quantity indicated on the face of this Purchase Order and Purchaser does not accept such excess, Seller may not use or resell such Goods without the prior written consent of Purchaser. Seller agrees that the use by Seller, or the sale or disposition by Seller to third parties, of any Goods bearing Purchaser's trade name, trademark or other forms of Purchaser's identification will result in an infringement of Purchaser's intellectual property rights, and Seller agrees to pay Purchaser damages figured at three times the "vendor unit price" of any item used, sold or disposed of in violation hereof. Seller agrees that any returned or rejected Goods bearing Purchaser's trade name, trademark or other forms of Purchaser's identification will be destroyed or alternatively the trade name, trademark or other form of Purchaser's identification will be so completely obliterated as to be unrecognizable as Purchaser's trade name, trademark or other form of identification before Seller makes any disposition whatever of the rejected Goods other than total destruction. Seller further agrees not to advertise or hold out to others that any such rejected Goods are rejected Goods of Purchaser or are second line Goods or any similar terminology that would reflect that such Goods were connected in any manner with Purchaser.

(12) **Publicity.** Seller shall not refer to this Purchase Order or Purchaser, directly or indirectly, in its advertising or promotional materials without the prior written consent of Purchaser on each occasion.

(13) **Purchaser's Property.** Seller shall be responsible for Purchaser's Property while the same is in the possession, control or custody of Seller or any Person to whom or to which Seller transfers any Purchaser's Property. Seller shall use Purchaser's Property at its own risk, shall not transfer or dispose of Purchaser's Property, shall be responsible for all loss of or damage to it, shall adequately insure it against loss or damage (in an amount not less than its replacement value), shall at its own cost maintain it in the same condition as supplied, ordinary wear and tear excepted, shall not modify or move it to another location without Purchaser's prior written consent, and shall return or otherwise dispose of Purchaser's Property in accordance with Purchaser's instructions. Seller shall at all times prominently identify Purchaser's Property as belonging to Purchaser, and shall segregate such property from property of Seller or others. Seller shall at all times keep Purchaser's Property free and clear of all liens, claims or encumbrances by through or under Seller, any Seller Associated Person or any transferee of Seller. If Goods to be manufactured for Purchaser by Seller hereunder are to be made pursuant to Confidential Information furnished by Purchaser, Seller shall return the same to Purchaser immediately upon Purchaser's request, or, if not theretofore requested, upon completion, termination, or cancellation of this Purchase Order. Seller shall not, without the prior written consent of Purchaser, use Purchaser's Property or Confidential Information in the manufacture of any Goods, goods or material for any Person other than Purchaser. ANY AND ALL PURCHASER'S PROPERTY IS PROVIDED "AS IS" AND WITH ALL FAULTS. Purchaser will not be liable to Seller for any Liabilities and/or Expenses related to Purchaser's Property.

(14) **Purchaser's Premises; Seller's Employees.** To the extent that this Purchase Order calls for work to be performed upon property owned or controlled by Purchaser, it is agreed that: (a) Seller will keep the premises and work free and clear of all liens, and furnish Purchaser proper and satisfactory affidavits, releases and/or waivers; and (b) the work will remain at Seller's risk prior to written acceptance by Purchaser and Seller will replace at its own expense all work damaged or destroyed by fire, force or violence of the elements or any other cause whatsoever. Seller shall be solely responsible for the end result of the work described in this Purchase Order and as such shall maintain daily control over its workers (including, as applicable, those of any Seller Associated Person) and the means and methods used to accomplish the end result. Seller shall be solely responsible for the employment of workers and shall, without limiting any other provision of these Terms and Conditions, comply, and as applicable will cause the Seller Associated Persons to comply, with all Laws relating to the safety and/or employment of workers, requiring employers to withhold taxes or similar charges from employees' pay, or relating to or requiring payment of unemployment or workers compensation benefits. Without limiting the generality of Section (15), Seller shall indemnify Purchaser in respect of all Liabilities and/or Expenses related to any individual's prospective, current or former employment by Seller or any Seller Associated Person, including any Claim arising under occupational health, safety, worker's compensation, benefits or other applicable Laws, any Claim based on a theory that Purchaser is an employer or joint employer of any personnel of Seller or any Seller Associated Person, any Claim arising in connection with the termination of employment of any such Person and/or any failure of Seller or any Seller Associated Person to pay any of their respective employees. Seller shall at its expense ensure that all of its workers (including, as applicable, those of any Seller Associated Person) having access to any property owned or controlled by Purchaser are tested for such illegal or unauthorized drugs and substances, and subjected to such criminal background investigations, as are

requested by Purchaser, both as a condition to entry and for periodic screening purposes, subject in each case to the requirements of applicable Law. Use of any former employee of Purchaser shall require prior coordination with Purchaser to ensure satisfactory prior performance.

(15) **Indemnity.** Seller shall indemnify Purchaser against any and all liens, Claims (including those of the parties, their agents and employees), liabilities, damages or injuries of any kind or nature (including death) to all Persons, whether employees or otherwise, and/or to property, and any and all losses, fines, judgments, awards, penalties, expenses (including attorneys' fees, expert fees and other legal expenses and amounts paid in settlement) and costs, including, if applicable, royalties, in each case whether or not related to any third party Claim ("Liabilities and/or Expenses"), directly or indirectly caused by, and/or arising out of or in connection with, in each case in whole or in part, the Goods, Seller's actual or alleged breach of its obligations or warranties hereunder, the activities of Seller or any Seller Associated Person pursuant to, or in connection with this Purchase Order, including any action or omission of Purchaser or those acting on Purchaser's behalf, any defect in, or condition of, the premises where the work is performed, or any materials furnished by or on behalf of Purchaser, except to the extent resulting solely from the gross negligence or willful misconduct of Purchaser and except to the extent contrary to applicable Law. Seller's Indemnity obligations hereunder shall not be limited to the extent of any insurance available to or provided by Seller. To "indemnify", "indemnity" and "indemnification" mean, with respect to a Person to be indemnified, Seller's obligation to indemnify, defend (at the option of the Indemnified Person) and hold harmless the Indemnified Person, and requires that Seller, promptly upon notification of a Claim and request for defense, to assume the defense thereof, and thereafter to keep the Indemnified Person(s) fully informed of the status, negotiation and/or settlement thereof, provided that the Indemnified Person shall have the right, if it so elects, to participate at its expense in the defense of any such Claim, and shall, in that event, receive the cooperation of Seller in connection with its participation in any such defense. If any settlement requires an affirmative obligation of, results in any Liabilities and/or Expenses to, or prejudice to Purchaser, or detrimentally impacts Purchaser in any way, then such settlement shall require Purchaser's prior written consent.

(16) **Insurance.** Seller will obtain and maintain in effect, at its sole cost and expense, the following insurance policies and provisions which shall include all Seller Associated Persons who or which perform work on behalf of Seller, as insureds under its policies: (a) Commercial General Liability insurance, including product liability, completed operations and contractual liability coverage with respect to the this Purchase Order (including its Indemnity provisions) with limits that are at least the equivalent of a combined bodily injury and property damage single limit of \$3,000,000 per occurrence; this policy shall be written without an "insured vs. insured" exclusion or any other exclusion that prevents coverage of a claim by one insured against another; (b) Automobile Liability insurance applicable to "any auto" with limits that are at least the equivalent of a combined bodily injury and property damage single limit of \$3,000,000 per occurrence; and (c) Statutory Workers Compensation coverage including employers liability insurance with limits of at least \$1,000,000 or such higher amount as is required by Law. Seller shall have Purchaser named as an Additional Insured on the liability policies required. All of the policies shall include a waiver of subrogation as respects Purchaser stating that Seller, on behalf of its insurers, agrees to waive any right of subrogation that such insurers may have against Purchaser arising out of or related to this Purchase Order or the Goods. Seller shall furnish Purchaser with certificates of insurance including a provision that Purchaser will receive 30 days prior written notice of non-renewal, cancellation or material change of coverage. All deductibles on the above policies shall be no more than \$50,000 and shall be borne by Seller. In the event Seller fails to comply with the foregoing insurance requirements, Purchaser shall be entitled, but not obligated, to procure such insurance and any Liabilities and/or Expenses suffered or incurred by Purchaser in procuring such insurance shall be paid by Seller to Purchaser upon demand. The policies listed above shall be primary to and shall not contribute with any insurance carried by Purchaser. Purchaser shall have the right to approve settlements and to be paid proceeds directly as their interests may appear. All of the policies shall be written on an occurrence form. The required insurance coverages must be issued by insurance companies (i) acceptable to Purchaser, (ii) with a minimum A.M. Best rating of A-minus (or an equivalent rating from another recognized rating agency) and (iii) authorized to do insurance business wherever the Goods are utilized or performed. If written on a claims made form, the required insurance shall be maintained by Seller for five (5) additional years after completion, cancellation or termination of this Purchase Order. Seller will provide Purchaser with current certificates of insurance reflecting the required coverages and insurance provisions.

(17) **Compliance with Legal and Other Requirements.** (a) Seller warrants and agrees that in its performance hereunder, it will comply, and as applicable will cause its Seller Associated Persons to comply, with all applicable Laws and will participate, and as applicable will cause its Seller Associated Persons to participate, in E-verify or such other similar employment verification system, such as the Federal I-9 form. In addition, Seller shall, and as applicable will cause its Seller Associated Persons to, at its and/or their expense, obtain and maintain all permits and licenses as necessary, and give notices and comply with all orders of any public authority bearing on performance under this Purchase Order. (b) Seller shall comply, and as applicable will cause its Seller Associated Persons to comply, with the Occupational Safety and Health Administration's hazard communication standard (CFR 1910.1200) and "Right to Know Laws" and any applicable Purchaser safety program. Seller must, and as applicable will cause its Seller Associated Persons to, comply with all hazardous material labeling requirements. Seller shall provide and update Material Safety Data Sheets or successor documents required under applicable Law for hazardous substances/materials used, furnished, delivered or brought on site by Seller or any Seller Associated Person, including any such materials to the extent used in or comprised by the Goods, must provide advance written notification to Purchaser prior to doing so and must provide such special handling instructions as may be necessary or requested by Purchaser. (c) Seller shall comply, and as applicable will cause its Seller Associated Persons to comply, with all Laws concerning protection of human health, welfare and/or the environment and shall prevent the unlawful release of hazardous substances/materials into the environment. Seller shall investigate and remediate at Seller's cost any release or threat of release of any hazardous substances/materials into the environment, whether on or off site, and arising out of or related to performance by Seller or any Seller Associated Person hereunder or any use, furnishing or delivery of hazardous substances/materials by Seller or any Seller Associated Person. (d) Seller shall, and as applicable shall cause all Seller Associated Persons to, meet all supplier quality and regulatory requirements of or applicable to Purchaser as revised from time to time, and, without limiting the foregoing, shall comply with the requirements of any accredited professional society that Seller is registered with, such as an accredited ISO 9001 and ISO 14001 Registrar. (e) Seller shall, and shall cause all Seller Associated Persons to, comply with all Laws relating to bribery, fraud, kickbacks or anti-corruption, including the United States Foreign Corrupt Practices Act of 1977, the Canada Corruption of Foreign Public Officials Act and the UK Bribery Act of 2010 (each an "Anti-Bribery Law"). Seller represents that it has implemented, and Seller must at all times implement, adequate procedures designed to prevent Seller and Seller Associated Persons from engaging in any activity that would constitute an offense under any applicable Anti-Bribery Law. Seller represents that, in connection with this Purchase Order, no improper financial or other advantage has been, will be or is agreed to be given to any Person by or on behalf of Seller or any of its Associated Persons. (f) Purchaser and Seller shall comply, and as applicable Seller will cause its Seller Associated Persons to comply, with the Office of Federal Contract Compliance Program's rules pursuant to the Vietnam Era Veterans' Readjustment Assistance Act of 1974, 38 U.S.C. § 3896 *et seq.*, and pursuant to the Rehabilitation Act, 29 U.S.C. § 793—namely: In contracts of \$100,000 or more, **Seller and its subcontractors shall abide by the requirements of 41 CFR § 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.** In contracts of \$10,000 or more, **Seller and its subcontractors shall abide by the requirements of 41 CFR § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.**

(18) **Compliance with FAR and DFARS Clauses.** Where Purchaser is located in the United States, Seller shall, and as applicable shall cause all Seller Associated Persons to, comply with the following provisions of the Federal Acquisition Regulation ("FAR") and the Department of Defense FAR Supplement ("DFARS"), which are incorporated herein by reference with the same force and effect as if set forth below in full text: FAR 52.203-2 (Apr. 1985), Certificate of Independent Price Determination; FAR 52.203-6 (Sept. 2006), with Alternate I (Oct. 1995), Restrictions on Subcontractors Sales to the Government; FAR 52.203-13 (Apr. 2010), Contractor Code of Business Ethics and Conduct (applicable to POs in excess of \$5,000,000 and with performance period of more than 120 days); FAR 52.203-15 (June 2010), Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (if subcontract funded under Recovery Act); FAR 52.209-6 (Aug. 2013), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment; FAR 52.211-14 (Apr. 2008), Notice of Priority Rating for National Defense, Emergency Preparedness, and Energy Program Use; FAR 52.219-8 (Oct. 2014), Utilization of Small Business Concerns (with potential flow-down to lower-tier subcontractors); FAR 52.219-9 (Oct. 2014), with Alternate II (Oct. 2001), Small Business Contracting Plan; FAR 52.222-21 (April 2015), Prohibition of Segregated Facilities; FAR 52.222-26 (April 2015), Equal Opportunity; FAR 52.222-35 (July 2014), Equal Opportunity for Veterans; FAR 52.222-36 (July 2014), Affirmative Action for Workers with Disabilities; FAR 52.222-37 (July 2014), Employment Reports on Veterans (including 41 C.F.R. § 61-300.10); FAR 52.222-40 (Dec. 2010), Notification of Employee Rights Under National Labor Relations Act (if, per FAR 52.222-40(f), subcontract exceeds \$10,000 and is performed in U.S.); FAR 52.222-50 (Mar. 2015), Combating Trafficking in Persons; FAR 52.222-55 (Dec. 2014), Minimum Wages; FAR 52.223-18 (Aug. 2011), Encouraging Contractor Policies to Ban Text Messaging While Driving; FAR 52.225-13 (June 2008), Restrictions on Certain Foreign Purchases; FAR 52.225-26 (July 2013), Contractors Performing Private Security Functions Outside the United States; FAR 52.227-1 (Dec. 2007), Authorization and Consent; FAR 52.232-40 (Dec. 2013), Providing Accelerated Payments to Small Business Subcontractors (if subcontract with small business concern); FAR 52.247-64 (Feb. 2006), Preference for Privately Owned U.S.-Flag Commercial Vessels; DFARS 252.203-7002 (Sept. 2013), Requirement to Inform Employees of Whistleblower Rights; DFARS 252.204-7000 (Aug. 2013), Disclosure of Information; DFARS 252.223-7006 (Sept. 2014), with Alternate I (Sept. 2014), Prohibition on Storage and Disposal of Toxic and Hazardous Materials; DFARS 252.225-7009 (Oct. 2014), Restriction on Acquisition of Certain Articles Containing Specialty Metals (excluding paragraphs (d) and (e)(1)); DFARS 252.225-7012 (Feb. 2013), Preference for Certain Domestic Commodities; DFARS 252.225-7013 (Nov. 2014), Duty-Free Entry; DFARS 252.225-7020 (Nov. 2014), Trade Agreements Certificate; DFARS 252.225-7021 (Nov. 2014), Trade Agreements; DFARS 252.225-7028 (Apr. 2003), Exclusionary Policies and Practices of Foreign Governments; DFARS 252.225-7048 (June 2013), Export-Controlled Items; DFARS 252.226-7001 (Sept. 2004), Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns; DFARS 252.244-7000 (June 2013), Subcontracts for Commercial Items; DFARS 252.246-7003 (June. 2013), Notification of Potential Safety Issues.

(19) **Record Retention; Audit, Access and Inspection; Reporting.** Seller shall maintain complete books and records related to Seller's compliance with, and the transactions covered by, this Purchase Order, including as to amounts charged to Purchaser for Goods, related taxes and duties and materials and supplies used by Seller, which books and records shall be available for audit by Purchaser for a period of five (5) years from the date of sale to Purchaser. Audits shall be made upon reasonable notice to Seller and shall be conducted in a manner as to not interfere unreasonably with Seller's normal business activities. Unless such audit is required by Law or governmental authority, and except as provided below, any audit conducted pursuant to this paragraph shall be at the expense of Purchaser. If such audit indicates that Seller overcharged Purchaser by more than 2% or if such audit shows that the materials and supplies utilized did not conform to Purchaser's specifications, then Seller shall bear the costs of such audit. Upon Purchaser's request, Seller shall provide Purchaser with specific information, in such detail as Purchaser may request, as to the location and method of manufacturing or assembly of Goods. Seller will maintain, and will make available documentation upon request with respect to, a quality assurance system adequate to detect and prevent nonconforming Goods. Without advance notice but during regular business hours, Purchaser, its designated representatives and any independent inspectors approved by Purchaser may inspect any facilities at which any Goods or any components for Goods are being manufactured or assembled (including any facilities of Seller or any Seller Associated Person) and any and all Goods at any stage of manufacture, assembly or delivery (including at the delivery point specified in this Purchase Order). Purchaser may require Seller to have Goods inspected prior to shipment. Such inspection shall, if requested, be performed at Seller's sole expense and by an independent inspector approved by Purchaser. Goods shall not be deemed to be accepted until they have actually been counted, inspected and tested and approved by Purchaser. Any counting, inspection or testing, or the documentation thereof, and any corrective action taken by Seller, with respect to any Goods shall not be deemed an acceptance of such Goods or a waiver of any nonconformities or defects in such Goods, and shall not (nor shall any acceptance of such Goods) excuse any failure by Seller to deliver Goods in accordance with these Terms and Conditions. Seller shall provide progress and other reporting as often as, and with such detail as, may from time to time be reasonably requested by Purchaser.

(20) **Setoffs, Counterclaims and Withholding.** All claims for monies due or to become due from Purchaser shall be subject to deduction by Purchaser for any setoff or counterclaim arising out of this or any other of Purchaser's Purchase Orders or contracts with, or other obligations of, Seller. Purchaser may withhold payment of any amounts due Seller hereunder, or in connection with any contract of Purchaser with, or other obligation of Purchaser to, Seller, pending resolution of any claim asserted against Seller in regard to this Purchase Order or any contract of Purchaser with, or other obligation of Seller to, Purchaser and such amounts will only be paid, without interest, when, without cost to Purchaser, the cause of the withholding has been eliminated.

(21) **Assignment, Delegation, Transfer.** Seller shall not assign, delegate or otherwise transfer, in whole or in part, any rights, duties, claims or obligations hereunder, whether voluntarily or by operation of Law, including by subcontracting, without Purchaser's prior written consent. Any such attempted assignment, delegation or other transfer without Purchaser's prior written consent shall be null and void and Purchaser shall have the right to cancel Purchaser's obligations hereunder. If Purchaser consents to the use by Seller of any subcontractor, Seller will, for avoidance of doubt, remain liable for performance of all obligations under this Purchase Order and for Indemnification as required by Section (15), and Seller shall timely pay all subcontractors and subsuppliers, failing which Purchaser will have the right, but not the obligation, to pay any such Person directly and offset any amount due Seller by the amount so paid.

(22) **Transaction Taxes.** With respect to any purchase of Goods under this Purchase Order, if any federal, provincial, state or local tax, excluding any tax levied on Seller's income, is either (i) required by applicable Law to be collected from Seller or (ii) imposed in connection with the sale of Goods hereunder (whether or not collection is required by applicable Law) and Seller requests reimbursement for such tax (the taxes described in clauses (i) and (ii), including state or local gross receipts taxes that are similar in nature to sales taxes, or state or local waste tire taxes/fees, and federal excise taxes, collectively "Transaction Taxes," or individually "Transaction Tax"), then (y) Seller will bill such Transaction Tax as a separately stated item and (z) Purchaser will remit such Transaction Tax to Seller in accordance with applicable payment terms. Seller will be responsible for remitting all Transaction Taxes to the applicable taxing authorities except for those jurisdictions where Purchaser is eligible for exemption as provided below. In the event Purchaser is eligible for Transaction Tax exemption under applicable Law, the following provisions will apply. Purchaser will provide Seller with copies of any necessary certifications and other necessary information to document Purchaser's Transaction Tax-exempt status. Once such certifications have (and any necessary other information has) been provided to Seller then (a) Seller shall submit transactions involving Purchaser, in the jurisdiction to which the exemption relates and during the effective period of the certificate or other evidence of Transaction Tax-exempt qualification, to Purchaser for payment net of the applicable exempt Transaction Taxes and (b) Purchaser shall pay Seller for each such transaction net of the applicable Transaction Tax amounts. Seller and Purchaser agree to cooperate fully with each other to provide such information as is necessary for Purchaser, or Seller on Purchaser's behalf, to calculate and obtain applicable refunds for such Transaction Taxes billed by Seller for time periods before the evidence of the Transaction Tax exemption provided above was presented to Seller.

(23) **Import and Export Matters.** Credits or benefits resulting or arising from this Purchase Order, including trade credits, export credits or the refund drawback or the remission of duties, taxes or fees, whether related to duties paid by Seller or Purchaser and whether related to Goods or components thereof, belong exclusively to Purchaser. Seller will provide all information necessary (including written documentation and electronic transaction records) to permit Purchaser to receive these benefits or credits and to fulfill any customs related obligations, origin marking or labeling requirements and/or local content origin requirements. Seller is responsible for and will obtain all export licenses or authorizations necessary for the export of Goods or other items associated with this Purchase Order. Seller will comply with all applicable export Laws, including, as applicable, the U.S. International Traffic in Arms Regulations (ITAR), Export Administration Regulations (EAR) and regulations administered by the Treasury Department's Office of Foreign Assets Control (OFAC). At Purchaser's request, Seller will make all arrangements necessary for the Goods to qualify for any duty deferral, free trade agreement or other preferential tariff treatment of the country of import, including, as required, a fully executed certificate of origin. Unless Seller is an affiliate of Purchaser, Seller will be the importer of record for all Goods, and must comply with, and obtain all permits and meet all obligations required by, all applicable import and customs Laws. Seller will ensure that all Goods are labeled in compliance with all applicable Laws of the country of import. All Goods imported into the United States must be marked conspicuously, legibly and permanently in English with their country of origin in compliance with applicable Laws. Seller shall provide a commercial invoice describing the Goods and related payments in sufficient detail to support import entry and customs clearance under applicable Law. Seller must comply with all customs recordkeeping requirements of the country of import. Seller must comply with any supply chain security government program of any country of import, including, as to U.S. deliveries, the U.S. Customs and Border Protection's Customs-Trade Partnership against Terrorism Program ("C-TPAT"). Seller will maintain a written plan for security procedures meeting the requirements, including security criteria, of C-TPAT. In addition, Seller will also be required to complete an annual C-TPAT security profile survey as may be required by Purchaser. In the event and to the extent Purchaser is responsible for import and/or export of Goods in connection with this Purchase Order, compliance with applicable Laws related thereto, and/or obtaining licenses or authorizations in connection therewith, Seller shall provide timely, accurate and complete information to Purchaser to enable Purchaser to do so. In such event (without limiting the generality of the foregoing), Seller shall provide, where applicable, timely, accurate and complete information on the U.S. Importer Security Filing Submission Form that will allow Purchaser to file the Importer Security Filing required by U.S. Customs & Border Protection. Seller represents and warrants that the prices for the Goods are not at "less than fair value" as defined in the antidumping Laws of the United States. In the event the United States commences any antidumping or countervailing duty investigation with respect to the Goods, or that otherwise would apply to the Goods, Purchaser may terminate this Purchase Order and return all refund and Seller shall Indemnify Purchaser for all Liabilities and/or Expenses in connection therewith, including transportation, customs duties and clearance fees, and antidumping or countervailing duties.

(24) **Data Protection and Remediation.** Seller shall, and shall cause any Person to whom or to which Seller may provide Personally Identifiable Information to, comply with the following data protection standards: (a) store Personally Identifiable Information for no other purpose than to facilitate the provision of Goods under this Purchase Order, and for only so long as is necessary in Seller's performance of this Purchase Order; (b) not disclose Personally Identifiable Information to any third party, including its third party vendors, if any (except to the extent disclosure is necessary to carry out its obligations under this Purchase Order and for no other purpose without an agreement in writing requiring the third party to use or disclose such Personally Identifiable Information only to the extent necessary to carry out Seller's obligations under this Purchase Order and for no other purposes); (c) to the extent Seller distributes communications on behalf of or at the request of Purchaser or receives instructions regarding access or communication preferences, in the event that applicable Law requires Purchaser or Seller to honor preferences relating to such communications, including opt-out and opt-in requests, Purchaser and Seller shall cooperate in ensuring compliance with such requirements, including timely written notification by Seller of its receipt of relevant preference requests; (d) maintain effective and commercially reasonable information security measures to protect the Personally Identifiable Information from unauthorized disclosure or use, including: (i) encrypting the storage and transmission of all Personally Identifiable information over the internet or other public networks; (ii) using and regularly updating anti-virus software or programs; (iii) restricting access to the Personally Identifiable Information on a need-to-know basis; (iv) restricting physical access to the Personally Identifiable Information; (v) conducting periodic audits of the security of its systems; (vi) installing and maintaining firewalls to protect the Personally Identifiable Information from unauthorized access; and (vii) when destruction is required, destroying the data containing Personally Identifiable Information in accordance with global data security and privacy Laws by employing commercially reasonable and secure methods that render the data unreadable and unrecoverable; (e) provide Purchaser with information regarding Seller's own data management and security standards upon request; and (f) comply with changes to these Data Protection Standards where requested by Purchaser and consistent with material changes in standard industry practice and subject to applicable change control processes.

Seller shall, and shall cause any Person to whom or to which Seller may provide Personally Identifiable Information to, provide written notice to Purchaser within 24 hours of the discovery of any breach in the security of either encrypted or unencrypted Personally Identifiable Information, whether that failure or breach is suffered by Seller or a third party. Seller shall, and shall cause any Person to whom or to which Seller may provide Personally Identifiable Information to, cooperate with Purchaser to rectify any issues that may result, including providing (or providing access to) all information relevant to such breach or necessary to verify the ability of the party responsible for the breach to prevent future data breaches in a manner consistent with this Purchase Order. Seller shall Indemnify Purchaser for Liabilities and/or Expenses, including Notification Costs and Claim Costs, arising from a breach in the security of Personally Identifiable Information.

"Claim Costs" means and includes all Liabilities and/or Expenses suffered or incurred by Purchaser, or that would have been suffered or incurred by Purchaser but for Seller's assumption of defense of Claims, in respect of employees or customers of Purchaser who allege that they have suffered injury or damage by reason of the release, loss, or disclosure of Personally Identifiable Information. "Notification Costs" means and includes any and all Liabilities and/or Expenses suffered or incurred by Purchaser in investigating whether notification of individuals is required and the preparation and delivery of notices to individuals and the provision of credit monitoring services. "Personally Identifiable Information" means and includes any information that alone or in combination with other information relates to a specific, identifiable individual person. By way of illustration and not limitation, "Personally Identifiable Information" includes individuals' names, personal identification numbers such as Social Security or Social Insurance Numbers, credit card numbers, home telephone numbers, home address, driver's license numbers, account numbers, personal email addresses, and vehicle registration numbers. Specific information that can be associated with Personally Identifiable Information, such as a user ID, shall also constitute Personally Identifiable Information. For example, an individual's age alone is not Personally Identifiable Information, but if such age were capable of being associated with one or more specific, identifiable, individuals then such age would be deemed Personally Identifiable Information. Personally Identifiable Information also includes the fact that an individual has a relationship with Purchaser.

(25) **Additional Provisions.** All rights and remedies of Purchaser set forth in this Purchase Order shall be cumulative and in addition to any other or further rights and remedies provided in law or equity. Under no circumstances shall Purchaser be liable for any anticipated profits or for incidental, consequential, special, exemplary, or punitive damages in connection with this Purchase Order or the sale or use of the Goods. Failure of Purchaser to insist upon strict performance of any term or condition of this Purchase Order shall not be deemed to be a waiver of any of Purchaser's rights or remedies. No waiver by Purchaser of any default by Seller of any term or condition of this Purchase Order shall be effective unless in writing and signed by an authorized representative of Purchaser, nor shall any such waiver constitute a waiver of any other default or of the same default on a future occasion. Seller's representations, warranties, Indemnification obligations, obligations related to Personally Identifiable Information and all other provisions that may be reasonably interpreted or construed as surviving completion, cancellation or termination of this Purchase Order will survive. This Purchase Order, and performance hereunder, shall be governed by the Laws of the State of Ohio, (or if this Purchase Order is issued by a Canadian Purchaser, then the Laws of the Province of Ontario) without regard to its conflict of law principles, and any action or proceeding arising out of, or related to, this Purchase Order or the Goods may be brought only in an appropriate state or federal court in Summit County, Ohio (or if this Purchase Order is issued by a Canadian Purchaser, the Ontario Superior Court of Justice in Toronto, Ontario); provided, however, that if Seller is not a citizen of the same country as Purchaser, then (a) the Laws of the place of incorporation of Purchaser shall apply without regard to its conflict of law principles, (b) any dispute arising out of or in connection with this Purchase Order shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (the "Rules") by three arbitrators, (c) the arbitration shall take place in New York, New York, USA, (d) the language of the arbitration shall be English and (e) the award rendered by the panel of arbitrators shall be binding upon the parties hereto and judgment on the award may be entered in any court having jurisdiction thereof. SELLER AND PURCHASER HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY CLAIM DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS PURCHASE ORDER (WHETHER BASED ON CONTRACT, TORT, OR OTHER THEORY), AND AGREE THAT SUCH WAIVER IS A MATERIAL INDUCEMENT TO SELLER AND PURCHASER IN ENTERING INTO THE TRANSACTIONS CONTEMPLATED HEREBY. The parties expressly exclude the applicability of the United Nations Convention on Contracts for the International Sale of Goods.