



HM AEROSPACE INC. PURCHASE ORDER STANDARD TERMS AND CONDITIONS

WHEREAS the “Supplier” is the owner or consignee of certain aircraft and engine assets, components and parts (individually, a “Part”, and collectively, the “Parts”), and

WHEREAS, subject to the Sale General Terms and Conditions set forth herein (this “Agreement”), Supplier has agreed to sell certain Parts to **HM AEROSPACE INC.** (the “Customer”), and the Customer has agreed to purchase such Parts from Supplier.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Supplier and Customer agree as follows:

AGREEMENT

Upon the receipt of a Quotation by Supplier, the terms and conditions of this Agreement will apply thereto as if incorporated directly therein. This Agreement is entered into between Supplier and Customer for the sale of Parts and is incorporated by reference in Supplier’s documented quotation for the terms of purchase of such Parts (the “Quotation”). Upon Customer’s acceptance of the terms of the Quotation (and by reference, this Agreement), Customer shall prepare and deliver to Supplier a purchase order for such Parts specified in the Quotation (the “Purchase Order”). Upon receipt and acceptance of the Purchase Order, Supplier shall proceed to arrange for Delivery of the Parts to Customer. This Agreement supersedes any and all prior contemporaneous agreements, negotiations, representations, warranties, and communications. The Quotation (and by reference, this Agreement) prevails over any of Supplier’s general terms and conditions of purchase or sale, whether or not submitted with Supplier’s Purchase Order and shall apply to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. Any special conditions relating to the purchase of any Parts and agreed between the Supplier and the Customer shall be in writing and such special conditions shall specifically amend, supplement or restate the Quotation.

1. ACCEPTANCE

- 1.1. These standard terms and conditions of purchase (“Terms and Conditions”) which are non-negotiable shall govern and form an integral part of the purchase order together with all of its attachments (if any) and are collectively referred to as “PO”. The PO is issued by HM AEROSPACE INC. (“Buyer”) to the party responsible for supplying the Goods (“Supplier”) as specified in the PO. Except where specifically agreed otherwise in writing by the Buyer or where the PO is issued as an ordering mechanism under the terms and conditions of another framework or master document (i.e. contract).
- 1.2. As used herein, the term “Goods” shall include both tangible and intangible Goods, including software, services, tools, peripherals, spare parts and any related aircraft component and documentation that may accompany the Goods. Reference to “Goods” shall where appropriate be deemed to include services.
- 1.3. The PO shall become a binding contract subject to these terms and conditions and shall be deemed to be accepted by the Supplier: (i) by acknowledgement of the PO; or (ii) by the Supplier’s commencement of delivery of the Goods (including planning) or shipment of the Goods; or (iii) by other conduct(s) by the Supplier or any of its representatives reasonably demonstrating their acceptance of the PO, whichever occurs first.

2. DELIVERY, TRANSPORTATION, SHIPPING AND BILLING

- 2.1. **Delivery, Transportation, Shipping.** The Supplier will: (a) ensure the Goods are suitably packed to avoid damage in transit or in storage, marked and delivered or shipped in accordance with the Buyer’s requirements and all applicable laws or regulations; and (b) not charge for costs relating to handling, packaging, storage or transportation (including duties, taxes, fees, etc.) unless otherwise expressly stated in the PO. The Supplier will include on the delivery order, bills of lading or other shipping receipts the correct classification identification of the Goods delivered or shipped as required by the Buyer and the relevant authorities. The marks on each package and identification of the Goods on packing slips, delivery order, bills of lading and invoices must enable the Buyer to easily identify the Goods.
- 2.2. **Price, Billing and Payment.** Buyer’s order shall be filled at the price specified on the Purchase Order (PO). All amounts referred to in the Purchase Order are in United States Dollars, unless otherwise agreed to in writing by Buyer and Supplier. The price on the Purchase Order shall include all costs, packaging, labeling, insurance, and freight to Buyer’s facility, unless otherwise specifically noted in the Purchase Order. When the Purchase Order notes that the price is based on or is to be adjusted according to “net landed weights,” “delivered weights,” or “out turn” quantity or quality, the Purchase Order will only reflect a reasonable estimate of the price. The actual price paid will be equitably adjusted based upon Goods and Services actually received by Buyer. The price specified on the Purchase Order, along with any applicable taxes as specified on the Purchase Order or in accordance with Section 2.3 of these Terms and Conditions, are intended to be all-inclusive compensation for the Goods and Services. No additional charges shall apply unless agreed to in writing by the parties.

As full consideration for the delivery of the Goods, performance of the Services, and the assignment of rights or other transfers as provided in the Agreement, Buyer shall pay Supplier the amount specified in the Purchase Order. All payments shall be by Buyer’s corporate check or electronic transfer, at Buyer’s option. Unless otherwise stated on the PO or the Contract, invoicing shall be one hundred percent (100%) of the PO value upon written acceptance of the Goods by the Buyer. Payment term is 45 days after receipt of a valid and correct invoice together with all relevant supporting documents. All payments under the PO are without prejudice to the Buyer’s claims, rights, or remedies. Buyer shall not be liable for any unbilled or under-billed amounts payable for Goods or Services which are invoiced more than twelve (12) months after such Goods are delivered or Services are performed. Unless otherwise agreed to by Supplier and Buyer, no advance payment shall be made for the Goods or Services.



Buyer reserves the right to reject and return all incorrect invoices. An incorrect invoice is one that includes charges for Goods not delivered to Buyer, Services not performed for Buyer, Goods delivered or Services performed not to specification, or where the price and/or quantity stated on the invoice differs from the price and/or quantity stated on the Purchase Order. Buyer reserves the right to withhold payment of any invoiced amount which is disputed in good faith by Buyer. In such event, Buyer shall provide a reasonably detailed explanation of its basis for withholding such amounts, and the parties shall use commercially reasonable efforts to resolve such dispute. Any withholding of disputed amounts will not be deemed a breach of the Agreement by Buyer.

- 2.3. **Taxes.** Unless otherwise stated in the PO or the Contract, the price includes all applicable taxes, duties and charges. Supplier will separately invoice the Buyer for any sales or similar turnover taxes or charges that the Supplier is required by law to collect from the Buyer. Invoices shall also be in the appropriate format required by local law to permit deduction of payments for income tax purposes by the Buyer.

Where Goods and Services Tax (“GST”) or tax of similar nature is applicable on any Goods supplied under the PO, the Buyer shall pay for the GST or tax of similar nature under each invoice provided that the Supplier has complied with the following: **(a)** the Supplier is duly licensed with the relevant United States authorities to collect GST or tax of similar nature; **(b)** GST or tax of similar nature for each invoice is included under the relevant invoice at the time of the issuance of the invoice; and **(c)** all invoices provided by the Supplier to the Buyer complies with the relevant laws relating to GST or tax of similar nature enforced by the United States authorities.

The Supplier shall be responsible for complying with all United States of America tax laws and regulations including but not limited to the filing of any statutory United States and/or Florida State tax returns. The Supplier agrees to keep the Buyer harmless against any claims or penalties that may be imposed on the Buyer by reason of the failure of the Supplier to comply with its obligations under GST or any other tax laws of United States and/or Florida State or in any other jurisdictions where the personnel are physically present.

In addition to the purchase price, Buyer shall pay any sales, use, or similar taxes imposed on account of the purchase of the Goods or Services that Supplier is required by applicable legal requirements to collect from Buyer. Buyer shall not be responsible for any other taxes, including but not limited to taxes based on Supplier’s income, gross receipts, business and occupation, or similar taxes, import taxes or fees, and other local, state, or federal taxes normally paid by businesses similar to Supplier’s business. Supplier shall indemnify, defend, and hold Buyer harmless from any claims, costs (including attorneys’ fees), and liabilities that relate to such taxes and fees. If Buyer provides Supplier a valid exemption certificate, Supplier shall not collect the taxes covered by such certificate. If legal requirements require Buyer to withhold taxes from payment to Supplier, Buyer may withhold those taxes and pay them to the appropriate government authority.

- 2.4. **Withholding Tax.** If the Buyer is required by law to make any deduction or withholding of any sum otherwise payable to Supplier under the PO, the Buyer is entitled to deduct or withhold such amount and effect payment thereof to the relevant tax authority. Buyer will upon request from the Supplier, provide the Supplier with official tax receipts or other evidence issued by the applicable tax authorities sufficient to establish that any taxes which are withheld have been paid by the Buyer. If the Supplier is entitled to a preferential tax rate through tax residency under the relevant treaty or convention, the Supplier may furnish to the Buyer evidence by way of letter or certificate issued by the relevant tax authority confirming the tax residence status of the Supplier. Upon receipt, the Buyer will implement the appropriate preferential tax rate.
- 2.5. **Delivery.** Deliveries will be made in the quantities, on the dates, and at the times specified in the PO or any subsequent written instructions by the Buyer. Time is of the essence for all deliveries. The Buyer will not be required to pay for or accept any Goods that does not meet the PO terms and conditions. Supplier will notify the Buyer if it is unable to comply with the delivery date specified in the PO. If the Supplier fails to deliver on time as specified in the PO or any subsequent written instructions by the Buyer, the Buyer may purchase replacements elsewhere, and the Supplier will be liable for the actual and reasonable costs incurred by the Buyer.
- 2.6. **Title and Risk.** Title to the Goods shall pass upon full payment of the PO value. Risk of damage to, or loss of, the Goods shall remain with the Supplier until Goods have been accepted by the Buyer in writing.

3. QUALITY, INSPECTION, ACCEPTANCE, AND RISK OF LOSS

- 3.1. The Goods shall be free from any faults and defects, failing which, the Buyer may elect to either reject any such Goods without any liability whatsoever to the Supplier, or, to require the Supplier to replace, repair or make good any faults, defects or non-conformance with stated specifications and requirements, at its own cost and expense.
- 3.2. All Goods and/or Services shall be received subject to Buyer’s inspection, approval, count, and testing (“Inspection”). Buyer shall have a reasonable amount of time after receipt of the Goods and/or Services to conduct an Inspection. Buyer may reject any or all Goods and/or Services that are, in Buyer’s sole judgment, nonconforming. Buyer shall pay all costs of Inspection but may recover such costs from Supplier if the Goods and/or Services are nonconforming. Actual delivery, Inspection, and acknowledgement of conformance shall constitute acceptance by Buyer. Supplier assumes all risk of loss until Buyer’s acceptance of the Goods and/or Services.
- 3.3. Acceptance by Buyer of any part of the Goods and/or Services covered by a PO shall be without prejudice to Buyer’s right to reject any other Goods and/or Services if, in Buyer’s sole judgment, such Goods and/or Services are nonconforming. Payment for Goods and/or Services provided under the Agreement shall not constitute Buyer’s acceptance of the Goods or Services.
- 3.4. Failure by Buyer to inspect or test the Goods or Services shall not affect Supplier’s obligations, including but not limited to any warranties.
- 3.5. If Buyer rejects any Goods or Services, Buyer may, in its sole discretion and without prejudice to any other rights or remedies, exercise any or all of the following, in addition to any other remedy available to Buyer: **(a)** return such rejected Goods to Supplier at Supplier’s risk and expense (including all freight charges) for replacement or repair; **(b)** return all or any part of the Goods delivered for full credit of the purchase price; **(c)** retain the rejected Goods and repair such Goods at Supplier’s expense; or **(d)** consider the Agreement breached and terminate it for cause.

4. SPECIFICATIONS. The Goods delivered by the Supplier to the Buyer shall comply with the Buyer’s specifications and requirements as stated in the PO. In the absence of such specifications and in all cases other than the supply of services, the Goods shall meet the manufacturers prevailing published specifications.



5. CHANGES. Any changes to the PO shall be in writing and signed by an authorized signatory of the Buyer. The PO is then officially modified through a written PO amendment issued by the Buyer.

6. WARRANTY

- 6.1. **General.** Supplier warrants that: **(i)** it will comply with all applicable laws, rules and regulations to which it is or becomes subject to; **(ii)** Goods specified in the PO do not infringe any patent, trademark, copyright or other intellectual property right of a third party; **(iii)** Goods specified in the PO are new, unused, not secondhand and do not contain anything used or reconditioned, unless Buyer agrees otherwise in writing; **(iv)** it has been disclosed to Buyer in writing the existence of any third party code including without limitation open source code, that is included in or is provided in connection with the Goods and the Supplier are in compliance with all licensing agreements applicable to such third party code; and **(v)** these warranties shall survive inspection, acceptance and payment.
- 6.2. If Supplier is not the manufacturer of the Goods or included parts, Supplier will transfer to Buyer whatever transferable warranties and indemnities Supplier receives from the manufacturer of the Goods and parts.
- 6.3. **Warranty Period.** Unless otherwise stated in the PO or the Contract, the warranty period shall be twelve (12) months immediately following the written acceptance of the Goods by the Buyer. If any defect occurs during the Warranty Period, the Supplier shall forthwith, at its own cost and expense repair or replace the Goods, failing which, Buyer may repair, or replace it and the Supplier shall reimburse the Buyer for all costs and expenses incurred relating thereto.

7. FORCE MAJEURE. If Supplier is prevented from producing, selling or delivering any Goods, or Buyer is unable to accept delivery, buy or use any Goods, as a direct result of an event or occurrence that is not reasonably foreseeable of the affected party and without such party's fault or negligence, then the affected party shall provide notice to the other within three (3) days from the date of occurrence thereof stating the cause and the anticipated duration of delay. Such events and occurrences may include, by way of example and not limitation, natural disasters, fires, explosions, riots, wars, sabotage, labor problems (including lockouts, strikes and slowdowns). If any delay lasts more than thirty (30) days, Buyer may terminate the PO without any liability or obligation to purchase raw materials, partial, work-in-process or finished Goods.

8. TERMINATION FOR BREACH. The Buyer may terminate all or any part of the PO without any liability to Supplier or obligation to purchase Goods if Supplier: **(a)** repudiates, breaches, or threatens to breach any of the terms of the PO, including the Supplier's warranties, **(b)** fails to perform or threatens not to perform delivery of the Goods in accordance with the PO or **(c)** fails to assure timely and proper completion of delivery of Goods.

9. TERMINATION FOR CONVENIENCE. In addition to any other rights of the Buyer to terminate the PO, the Buyer may immediately terminate all or any part of the PO, at any time and without being obliged to give any reason, by notifying the Supplier seven (7) days in writing. Upon such termination, Buyer shall pay for all Goods delivered and accepted until the effective date of the termination. Payment of such costs by the Buyer shall be the full and final settlement of any and all claims by the Supplier in respect of termination and represents the Buyer's total liability to the Supplier, whether at law, in equity or under contract.

10. INTELLECTUAL PROPERTY RIGHTS. The Supplier warrants that it owns or is licensed to use the Intellectual Property Rights contained in the Goods. The Supplier confirms that it has the right to grant and hereby grants to the Buyer a non-exclusive, worldwide, perpetual, transferable and royalty-free license to Buyer with respect to use all Intellectual Property Rights contained in the Goods in conjunction with the use or sale of the Goods. The Supplier shall claim, actions and demands that the use of the rights granted by the Supplier herein infringes any rights of such third party and shall indemnify the Buyer against any damages and expenses (including reasonable legal costs and expenses) which may be awarded or agreed to be paid to any such third party in respect of any such claim or action against the Buyer.

11. INDEMNIFICATION. The Supplier will defend, hold harmless and indemnify the Buyer and its customers, and their respective successors and assigns, against any claims of infringement (including patent, trademark, copyright, moral, industrial design or other proprietary rights, or misuse or misappropriation of trade secret) and resulting damages, costs and expenses (including, without limitation, attorney and other professional fees and disbursements) made by third parties relating to the Goods, including any claims in circumstances where the Supplier has provided only part of the Goods. The Supplier waives any claim against the Buyer that any such infringement arose out of compliance with the Buyer's specifications. In defending the Buyer against such claims, the Supplier shall not make any settlement, compromise, admission, or waiver of any defenses available in respect of any proceedings without the Buyer's express written consent.

12. LIMITATION OF LIABILITY

- 12.1. The maximum liability of the parties arising out of the PO regardless of the basis of liability or the form of action shall not exceed the 100% PO amount. This limitation does not apply to the parties' liability for personal injury, willful misconduct, willful default, fraud, infringement or infringement of Intellectual Property Rights, breach of Confidentiality and loss or damage to property.
- 12.2. Notwithstanding any other provision under the PO, in no event shall either parties be liable (whether in contract, in tort, under statute or otherwise for any cause) to the other for any special, consequential, indirect or incidental damages, loss of profits, loss of data, loss of revenue, loss of use suffered by the other party arising out of or in connection with the PO whether such loss or damage was foreseeable or in the contemplation of the parties.

13. INSURANCE. The Supplier shall obtain sufficient coverage and maintain validity of all appropriate insurance (including, without limitation, Aviation Products Liability, business, workers compensation, auto, errors and omissions, professional, product, property, public, commercial and comprehensive general liability insurance) at the amount stated in the PO or consistent with the law and industry best practice applicable for the delivery of Goods. Each policy shall name the Buyer as a loss payee or additional insured and the Supplier shall on request provide certificates and copy of the insurance policies in effect to the Buyer.

Aviation Products Liability Coverage: If providing aircraft parts or services, Aviation Products Liability Coverage with limits of USD\$100,000,000 per occurrence.

14. CONFIDENTIALITY. The Supplier will: **(a)** keep all of the Buyer's Information (as defined below) confidential and disclose it only to its employees on a need-to-know basis; and **(b)** use the Buyer's Information solely for the purpose of supplying Goods to the Buyer. Goods manufactured based on the Buyer's Information may not be used for the Supplier's own use or sold by the Supplier to third parties without prior express written consent from the Buyer. "Buyer's Information" means all information provided to the Supplier by the Buyer or its representatives or subcontractors in connection with Goods, including, without limitation, pricing and other terms of the PO, specifications, data, formulae, compositions, logos, designs, sketches, photographs, samples, prototypes, test equipment, manufacturing, packaging or shipping methods and processes and computer software and programs (including object code and source code). Buyer's Information also includes any materials or information that contains, or is based on, any Buyer's Information, whether prepared by the Buyer, the Supplier or any other person.

14.1. Each party agrees, with respect to the Confidential Information disclosed to it by the other party, as follows: **(a)** to use the Confidential Information only for the purposes described in the Agreement; **(b)** to not reproduce the Confidential Information and hold in confidence and protect such Confidential Information from dissemination to, and use by, any third party, except as otherwise permitted herein; **(c)** to not create any derivative work from such Confidential Information; **(d)** to permit access to such Confidential Information only to such of its personnel, agents, or contractors, if any, who have a need to access such Confidential Information to perform such party's obligations hereunder and who have been advised of, and have agreed in writing to treat such information in accordance with, the terms of the Agreement; and **(e)** to return or destroy all Confidential Information in its possession upon termination or expiration of the Agreement. Each party shall take all reasonable precautions necessary to safeguard the confidentiality of the other party's Confidential Information including, at a minimum, those precautions taken by a party to protect its own Confidential Information, which will in no event be less than a reasonable degree of care. Supplier shall notify Buyer promptly – and in all cases within twelve (12) hours of Supplier becoming aware – of any breach of the Agreement or loss or probable (in Supplier's reasonable discretion) unauthorized disclosure of Buyer's Confidential Information of which Supplier becomes aware and shall cooperate fully with Buyer to protect Buyer's Confidential Information and related rights.

14.2. Notwithstanding the foregoing, the provisions of Section 14.1 shall not apply to Confidential Information that **(a)** is publicly available or in the public domain at the time disclosed, without breach of any confidentiality obligation; **(b)** is or becomes publicly available or enters the public domain, without breach of any confidentiality obligation; **(c)** is rightfully communicated to the recipient by persons not bound by confidentiality obligations; **(d)** is already in the recipient's possession free of any confidentiality obligations at the time of disclosure; **(e)** is independently developed by the recipient, without breach of any confidentiality obligation; or **(f)** is approved for release or disclosure by the disclosing party without restriction. Notwithstanding anything in the Agreement to the contrary, either party may disclose Confidential Information in response to an order of a court or other governmental body or if otherwise required by legal requirements to be disclosed, provided that the party making the disclosure pursuant to the order shall first have given notice to the other party and made a reasonable effort to obtain a protective order.

15. REMEDIES AND INJUNCTIVE RELIEF. The rights and remedies reserved to the Buyer in the PO are cumulative with, and in addition to, all other or further remedies provided in law. The Supplier acknowledges and agrees that money damages would not be a sufficient remedy for any actual, anticipatory or threatened breach of the PO by the Supplier with respect to its delivery of Goods to the Buyer and that, in addition to all other rights and remedies which the Buyer may have, the Buyer shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach.

16. RECOVERY AND SETOFF. With respect to any monetary obligations of the Supplier to the Buyer, resulting from the Supplier's failure to deliver Goods in a timely manner, failure to conform to applicable warranties or other breach by the Supplier of the PO, the Buyer may at any time, recover, or set-off such amounts by deducting such amounts from any sums that are, or will become, due or payable to the Supplier.

17. NO IMPLIED WAIVER. The failure of either party at any time to require performance by the other party of any provision of the PO will not affect the right to require such performance at any later time, nor will the waiver by either party of a breach of any provision of the PO constitute a waiver of any succeeding breach of the same or any other provision. No failure or delay in exercising any right or remedy will operate as a waiver thereof nor will any single or partial exercise preclude other or further exercise thereof.

No course of dealing or course of performance may be used to evidence a waiver or limitation of the Supplier's obligations under the PO.

18. ASSIGNMENT AND CHANGE IN CONTROL. The Buyer may assign its rights and obligations under the PO without the Supplier's prior written consent. The Supplier may not assign or delegate its rights or obligations under the PO without prior written consent from the Buyer. In addition, the Buyer may terminate the PO upon giving at least 30 days' notice to the Supplier, without any liability or obligation to the Supplier or obligation to purchase Goods under clause 9, if the Supplier **(i)** sells, or offers to sell, a material portion of its assets; or **(ii)** sells or exchanges, or offers to sell or exchange, or causes to be sold or exchanged such number of shares that the existing controlling shareholder(s) of the Supplier will no longer control the Supplier ("Change of Control"); or **(iii)** executes, or otherwise becomes subject to, a voting or other agreement or trust that effects a Change of Control of the Supplier.

19. INDEPENDENT CONTRACTOR CLASSIFICATION. The parties do not intend to create a partnership, joint venture, or employment relationship and nothing contained in the Agreement shall be deemed or construed by the parties or by any third person or entity to create the relationship of partnership, joint venture, employment, or joint employer. Supplier represents and warrants that it has properly classified its personnel as employees or independent contractors in accordance with applicable legal requirements. To the extent Supplier utilizes employees, Supplier represents and warrants that it is an independent company (not a temporary personnel agency) and the sole employer of its employees with exclusive control and complete responsibility for hiring, firing, disciplining, setting pay and benefits (including the method of payment), assigning and directing work, supervising, preparing payrolls, paying wages, training, and otherwise setting the employment conditions and managing the employment relationship with respect to it and its employees whom Supplier employs in connection with Supplier's performance of the Agreement. Supplier represents and warrants that no other person, business, or entity, including Buyer, has an employment relationship with Supplier or Supplier's employees. At all times, Supplier shall be deemed an independent contractor with respect to Supplier's rights and obligations under the Agreement.



20. RELATIONSHIP OF PARTIES. This PO is non-exclusive, and the Buyer is free to engage others to provide the Goods. Nothing in the PO makes either party the agent or legal representative of the other for any purpose whatsoever, nor grants either party any authority to assume or create any obligation on behalf of or in the name of the other party.

21. GOVERNING LAW AND JURISDICTION. This PO shall be governed by and construed in accordance with the laws of the United States of America without giving effect to its conflicts of laws provisions. Any dispute arising out of or under this Agreement that the Parties are unable to resolve amicably shall be finally settled by arbitration in Florida in accordance with the Arbitration Rules of the Florida law. All arbitration proceedings shall be in the English language. The decision of the arbitration tribunal shall be final and binding on the Parties. For the avoidance of doubt, the Parties are not precluded from seeking injunctive relief from a court of competent jurisdiction in relation to any breach or threatened breach of this Agreement.

Compliance with Laws. Supplier agrees, represents, and warrants that it will comply with all federal, state, and local laws and regulations with respect to the Goods and Services to be provided, including but not limited to the following:

- 21.1. **Compliance with Legal Requirements.** Supplier shall (a) secure and maintain at all times any and all applicable permits, authorizations, consents, approvals, licenses, tests, and inspections required by governmental authorities as it relates to the performance of the Agreement, and (b) comply, and cause each of its employees, subcontractors, and agents to comply, with all laws, statutes, ordinances, rules, regulations, and orders of governmental authorities as are applicable to the performance of the Agreement.
- 21.2. **Federal Contracting and Subcontractor Requirements.** Unless exempt and if applicable, Supplier and its subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, and national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identification, national origin, protected veteran status, or disability. If applicable, Supplier and any of its subcontractors shall also abide by the requirements of 41 CFR § 61-300.10 regarding veterans' employment reports and 29 CFR Part 471, Appendix A to Subpart A regarding posting a notice of employee rights.
- 21.3. **Compliance with U.S. Foreign Corrupt Practices Act.** Supplier understands and shall comply with the provisions of all applicable legal requirements governing anti-corruption, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended, in performing the Agreement and any other agreement or understanding between the parties. Supplier warrants and represents that it and its officers, directors, stockholders, employees, and agents have not and shall not pay, offer, or promise to pay, or authorize the payment, directly or indirectly, of money or anything of value to (a) any government, official, agent, employee of any government department or agency, whether or not acting in an official capacity; (b) any political party or official thereof or any candidate for political office; (c) any person knowing that all or any portion of such money or thing of value will be given or promised, directly or indirectly, to persons described in (a) or (b), for any purposes prohibited by such applicable legal requirements, in order to obtain or retain business with, or directing business to, Buyer or to any person or entity.
- 21.4. **Hazardous Communication Standard.** If any of the Goods are subject to the OSHA Hazard Communication Standard, 29 CFR Part 1910, or to such other state hazard communications laws, regulations, or standards as OSHA may have approved (the "Standard"), Supplier shall provide Buyer with a complete and accurate electronic Safety Data Sheet for each of the Goods sold and shall label each of the Goods as required by the Standard. Supplier's failure to supply such sheet or to so label the Goods shall be deemed to constitute Supplier's warranty, representation, and covenant that each of the Goods sold is exempt from the Standard.

22. SEVERABILITY. If any provision of the PO is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such provision will be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of the PO will remain in full force and effect.

23. ENTIRE AGREEMENT. In the absence of a signed contract, the PO, together with the attachments, schedules, supplements or other terms specifically referred to in the PO, constitutes the entire agreement between the Supplier and the Buyer. No other document including the Supplier's proposal, quotation, letters, amendments or acknowledgment, whether verbal or written, forms part of the PO unless specifically agreed to in writing by the Buyer.

In the event of any conflict in any of the documents comprising the PO, the Supplier shall immediately consult Buyer for a resolution before proceeding with the work. This does not constitute a waiver or release of any rights and claims against the Supplier arising out of, or relating to, any fraud or duress in connection with the formation of the PO or any breach or anticipatory breach of any previously existing PO between the Buyer and the Supplier (whether or not such previously existing PO related to the same or similar Goods or subject matter as the PO).

Notwithstanding the foregoing, if a signed contract covering the procurement of the Goods described in the PO exists between the Buyer and the Supplier, the terms and conditions of the signed contract shall prevail over any inconsistent terms in the PO.

[END OF TERMS AND CONDITIONS]