

IntelliConnect

A TREXON COMPANY

TERMS AND CONDITIONS OF PURCHASE

1. DEFINITIONS:

The following terms shall have the meanings set forth below:

- A. "Contract" means the instrument of contracting, such as "PO", "Purchase Order, or other such agreement, including all referenced documents, exhibits and attachments. If these Terms and Conditions are incorporated into a "master" agreement that provides for releases, (in the form of a Purchase Order or other such document) the term "Contract" shall also mean the release document for the Work to be performed.
- B. "ICU" means Intelliconnect USA, LLC.
- C. "ICU Procurement Representative" means a person authorized by ICU's procurement organization to administer and/or execute the Order.
- D. "Parties" means ICU and Seller.
- E. "PO" or "Purchase Order" means any document used for the purchasing of Work, which is incorporated into the Order, including a statement of work.
- F. "Seller" means the Party identified on the face of the Contract with whom ICU is contracting.
- G. "Terms and Conditions" means these terms and conditions of purchase.
- H. "Work" means all required articles, materials, supplies, goods, products and services constituting the subject matter of the Contract.

2. ACCEPTANCE OF CONTRACT/TERMS AND CONDITIONS:

- A. The Contract integrates, merges, and supersedes any prior offers, negotiations, and agreements concerning the subject matter hereof and constitutes the entire agreement between the Parties.
- B. Seller's acknowledgment, acceptance of payment, or commencement of performance, shall constitute Seller's unqualified acceptance of the Contract.
- C. Additional or differing terms or conditions proposed by Seller or included in Seller's acknowledgment hereof are hereby objected to by ICU and have no effect unless expressly accepted in writing by ICU.

3. APPLICABLE LAWS:

- A. The Contract shall be governed by and construed in accordance with the law of the State of Connecticut where business is located from which the Contract is issued, without giving effect to any choice of law rule that would cause the application of the laws of any other jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Order.
- B. Seller shall provide to ICU with each delivery any Safety Data Sheet applicable to the Work in conformance with and containing such information as required by the Occupational Safety and Health Act of 1970 and regulations promulgated there under, or its state approved counterpart.

4. COMPLIANCE WITH LAWS:

- A. Seller agrees to comply with all applicable laws, orders, rules, regulations and ordinances.
- B. Seller represents that it is selling Commercial Items as that term is defined in Federal Acquisition Regulation ("FAR") 2.101.

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- C. The parties recognize that some or all of the Work that is the subject of the Order may be used to satisfy requirements in furtherance of ICU'S performance under a U.S. Federal Government prime or subcontract. Accordingly, Seller agrees that in that instance, it shall be bound by the following FAR clauses:
- i) 52.219-8, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2)(3))(Agreements exceeding \$500,000, only);
 - ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246);
 - iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));
 - iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793);
 - v) 52.244-6, Subcontracts for Commercial Items (APR 2003);
 - vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631);
 - vii) 29 CFR 470.2(a), Obligations of Federal Contractors and Subcontractors; Notice of Employee Rights Concerning Payment of Union dues or Fees (Agreements exceeding \$100,000, only);
 - viii) 252.244-7000, Subcontracts for Commercial Items and Commercial Components (DOD Contracts) (MAR 2000);
 - ix) 252.225-7014, Preference for Domestic Specialty Metals, Alternate I (Deviation 2008-O0002) (JAN 2008);
 - x) 252.247-7023, Transportation of Supplies by Sea (10 U.S.C. 2631);
 - xi) 252.247-7024, Notification of Transportation of Supplies by Sea (10 U.S.C. 2631);
 - xii) 252.225-7035, Buy American Act – Free Trade Agreements – Balance of Payments Program Certificate (JAN 2005);
 - xiii) Subpart 212.3 – Solicitation Provisions and Contract Clauses for the Acquisition of Commercial Items (Revised November 10, 2004);
 - xiv) 252.212-7000, Offeror Representations and Certifications – Commercial Items (NOV 1995);
 - xv) 252.212-7001, Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items (JAN 2005);
 - xvi) 252.209-7001, Disclosure of Ownership or Control by the Government of a Terrorist Country (SEP 2004); and
 - xvii) 252.211-7003, Item Identification and Valuation (JAN 2004).
- D. By submitting its written offer, or providing oral offers or quotations at ICU's request, or accepting the Order, including oral orders from ICU, Seller certifies that to the best of its knowledge and belief, that Seller and/or any of its Principals (as defined in FAR 52.209-5) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any U.S. Federal Government Agency. Seller shall provide immediate written notice to ICU if at any time it learns that its certification was erroneous or has become erroneous by reason of changed circumstances.

Additional clauses specific to the performance of a given U.S. Government prime or subcontract, if any, are provided as an attachment to the Order and deemed incorporated herein.

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5. PACKING AND SHIPMENT:

- A. Unless otherwise specified, all Work is to be packed in accordance with good commercial practice.
- B. A complete packing list shall be enclosed with all shipments. Seller shall mark containers or packages with necessary lifting, loading, and shipping information, including the item number, dates of shipment, and the names and addresses of consignor and consignee. Bills of lading shall include the Order number.
- C. Unless otherwise specified, delivery shall be Intelliconnect USA LLC, 663 Woodgate Drive, Crossville, TN 38571 USA

6. PAYMENTS, TAXES, AND DUTIES:

- A. Unless otherwise provided, terms of payment shall be net thirty (30) days from the latest of the following: (i) ICU's receipt of Seller's proper invoice; (ii) scheduled delivery date of the Work; or (iii) actual delivery of the Work. ICU shall have a right of setoff against payments due or at issue under the Order or any other contract between the Parties.
- B. Payment shall be deemed to have been made as of the date of mailing ICU's payment or electronic funds transfer.
- C. Unless otherwise specified, prices include all applicable federal, state and local taxes, duties, tariffs, and similar fees imposed by any government, all of which shall be listed separately on the invoice.

7. CHANGES:

- A. The ICU Procurement Representative may at any time, by written notice, and without notice to sureties or assignees, make changes within the general scope of the Order in any one or more of the following: (i) drawings, designs or specifications; (ii) method of shipping or packing; (iii) place of inspection, acceptance, performance, or point of delivery; (iv) delivery schedule; (v) description of services to be performed; and (vi) time of performance (i.e., hours of the day, days of the week, etc.). Only the ICU Procurement Representative has authority to change the Order and such changes may only be made in writing.
- B. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the Order, Seller may propose an equitable adjustment in the Contract price and/or delivery schedule, and the Contract will be modified upon the mutual written agreement of the Parties.
- C. Work shall not be supplied in excess of quantities specified in the Contract. Seller shall be liable for handling charges and return shipment costs for any excess quantities.
- D. Any claim for an equitable adjustment by Seller must be submitted in writing to ICU within thirty (30) days from the date of notice of the change, unless the Parties agree in writing to a longer period. ICU may audit any of Seller's books and records in connection with any equitable adjustment proposal.
- E. Failure to agree to any adjustment shall be resolved in accordance with Section 25. However, nothing contained in this Section 7 shall excuse Seller from proceeding without delay in the performance of the Order as changed.
- F. ICU engineering and technical personnel may from time to time render assistance or give technical advice or exchange information with Seller's personnel concerning the Work hereunder. Such actions shall not be deemed to be a change under this Section and shall not be the basis for equitable adjustment.
- G. Except as otherwise provided herein, all notices to be furnished by Seller shall be sent to the ICU Procurement Representative.

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8. STOP WORK ORDER:

- A. Seller shall stop Work for up to ninety (90) days in accordance with the terms of any written notice received from ICU, or for such longer period of time as the Parties may agree and shall take all reasonable steps to minimize the incurrence of costs allocable to the Work covered by the Order during the period of Work stoppage.
- B. Within such period, ICU shall either terminate or continue the Work by written order to Seller. In the event of a continuation, an equitable adjustment in accordance with the principles of Section 7, shall be made to the price, delivery schedule, or other provision affected by the Work stoppage, if applicable, provided that the claim for equitable adjustment is made within thirty (30) days after such continuation.

9. EXPORT/IMPORT CONTROL:

- A. Seller agrees to comply with all applicable export and import control laws and regulations of Seller's country and of the United States, and with all applicable export or import authorizations and their provisos. Without limiting the foregoing, Seller agrees that it will not transfer any export controlled item, data or services, to include transfer to foreign persons employed by or associated with, or under contract to Seller or Seller's lower-tier suppliers, without the authority of an Export License or applicable license exemption or exception.
- B. Seller agrees to notify ICU of the U.S. Munitions List Classification or U.S. Export Commodity Classification Number of each deliverable under the Order.
- C. Seller shall provide to ICU all information necessary to support any export or import authorization requirements by ICU for items ordered hereunder.
- D. Seller shall immediately notify the ICU Procurement Representative if Seller is listed in any Denied Parties List, has been convicted of violating any of the U.S. criminal statutes enumerated in 22 CFR §120.27, is ineligible to contract with, or to receive a license or other approval to export or import articles or services, from any agency of the U.S. Government, or if Seller's export privileges are otherwise denied, suspended or revoked in whole or in part by any U.S. Government entity or agency.
- E. Seller acknowledges that if it engages in the U.S. in the business of either manufacturing or exporting defense articles or defense services, as defined in 22 CFR §§120.6, 120.9, then Seller is required to register with the U.S. Department of State, Office of Defense Trade Controls.

10. PROPERTY:

- A. ICU may provide to Seller property owned by either ICU or its customer ("Furnished Property"). Furnished Property shall be used only for the performance of the Order.
- B. Title to Furnished Property shall remain in ICU or its customer. Seller will clearly mark (if not so marked) all Furnished Property to show ICU or its customer ownership.
- C. Except for reasonable wear and tear, Seller shall be responsible for, and shall promptly notify ICU of, any loss or damage. Without additional charge, Seller shall manage, maintain, and preserve Furnished Property in accordance with good commercial practice.
- D. At ICU's request, or upon completion of the Order, Seller shall submit, in an acceptable form, inventory lists of Furnished Property and shall deliver or make such other disposal as may be directed by ICU.
- E. Material made in accordance with ICU's specifications and drawings shall not be furnished or quoted to any other person or concern without ICU's written consent.
- F. Any invention or similar intellectual property first made or conceived by Seller in the performance of the Order or which is derived from or based on the use of confidential information supplied by ICU shall be considered as being a

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“work made for hire” and shall be and become the property of ICU; and Seller shall execute such documents necessary to perfect ICU’s title thereto.

11. GRATUITIES/KICKBACKS: No gratuities (in the form of entertainment, gifts or otherwise) or kickbacks shall be offered or given by Seller, to any employee of ICU with a view toward securing favorable treatment as a supplier.

12. INDEPENDENT CONTRACTOR RELATIONSHIP:

- A. Seller is an independent contractor in all its operations and activities hereunder. The employees used by Seller to perform Work under the Order shall be Seller’s employees exclusively without any relation whatsoever to ICU.
- B. Seller shall be responsible for any costs or expenses including attorneys’ fees, all expenses of litigation and/or settlement, and court costs, arising from any act or omission of Seller, its officers, employees, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under the Order.

13. INFORMATION OF ICU: Information, including but not limited to technical and business information, provided by ICU to Seller remains the property of ICU. Seller agrees to comply with the terms of any Proprietary Information Agreement with ICU and to comply with all Proprietary Information markings and Restrictive Legends applied by ICU to anything provided hereunder to Seller. **Seller agrees not to use any ICU provided information for any purpose except to perform the Order and agrees not to disclose such information to third parties without the prior written consent of ICU.**

14. INFORMATION OF SELLER: Seller shall not provide any proprietary information to ICU without prior execution by ICU of a Proprietary Information Agreement or amendment to the Order providing for the same.

15. INSPECTION AND ACCEPTANCE:

- A. Notwithstanding (i) payment; (ii) passage of title; (iii) prior inspection or test, or (iv) execution of an acceptance document, ICU and its customer may inspect all Work prior to acceptance or rejection at reasonable times and places, including, when practicable, during manufacture and before shipment. Seller shall provide all information, facilities, and assistance necessary for safe and convenient inspection without additional charge.
- B. No such inspection shall relieve Seller of its obligations to furnish all Work in accordance with the requirements of the Order. ICU’s final inspection and acceptance shall be at destination unless otherwise designated by ICU.
- C. Seller shall provide and maintain a test and inspection system acceptable to ICU and its customers, if required.
- D. If Seller delivers non-conforming Work, ICU may; (i) accept all or part of such Work at an equitable price reduction; (ii) reject such Work; or (iii) make, or have a third party make all repairs, modifications, or replacements necessary to enable such Work to comply in all respects with Contract requirements. Seller shall be liable to ICU for any cost ICU incurred to ensure such compliance.
- E. Seller shall not re-tender rejected Work without disclosing the corrective action taken.

16. INSURANCE/INDEMNIFICATION:

- A. In the event that Seller, its employees, agents, or subcontractors enter the site(s) of ICU or its customers for any reason in connection with the Order then Seller and its subcontractors shall procure and maintain worker’s compensation, comprehensive general liability, bodily injury and property damage insurance in reasonable amounts, and such other insurance as ICU may require. In addition, Seller and its subcontractors shall comply with all site requirements. Seller shall indemnify and hold harmless ICU, its officers, employees, and agents from any losses, costs, claims, causes of action, damages, liabilities, and expenses, including attorneys’ fees, all expenses of litigation and/or settlement, and court costs, by reason of property damage or loss or personal injury to any person caused in whole or in part by the actions or omissions of Seller, its officers, employees, agents, suppliers, or subcontractors. Seller shall provide ICU thirty (30) days advance written notice prior to the effective date of any cancellation or change in the term or coverage of any of Seller’s required insurance. If requested, Seller shall send a “Certificate of Insurance”

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showing Seller's compliance with these requirements. Seller shall name ICU as an additional insured for the duration of the Order. Insurance maintained pursuant to this clause shall be considered primary as respects the interest of ICU and is not contributory with any insurance which ICU may carry. "Subcontractor" as used in this clause shall include Seller's subcontractors at any tier.

- B. Seller agrees to indemnify, save harmless and defend ICU and its directors, officers, employees, agents, affiliates, successors, and assigns from and against any and all liabilities, claims, losses, damages, fines, penalties, forfeitures, and the costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorneys' fees) which it or they may hereafter incur, become responsible for, or pay out as a result of, or arising out of, Seller's breach of any of its duties set forth in the Contract. Seller shall include this clause in all subcontracts at any tier, involving the performance of the Order.
- C. Seller shall without limitation as to time indemnify and save ICU harmless from all claims which may be asserted against property covered hereunder, including without limitation mechanic's liens or claims arising under Worker's compensation or Occupational Disease laws and from all claims from injury to persons or property arising out of or related to such property unless the same are caused solely and directly by ICU negligence.
- D. Seller does hereby irrevocably indemnify and agree to defend any claim or litigation, or to pay or reimburse any judgment and all loss and expense costs (including reasonable attorney fees) incurred in connection with any claim or litigation which asserts or is based upon any alleged design or manufacturing defect, negligence, failure to warn, or breach of warranty related to Seller's product(s) (including parts and components thereof purchased by Seller from its suppliers), delivered to ICU, or breach of, or non-compliance with, any provision of the Order, and in connection with any violations of law and regulations.
- E. Seller warrants materials furnished pursuant to the Order shall be free from asbestos containing materials.

17. INTELLECTUAL PROPERTY: Subparagraph (a) is NOT applicable for commercial off-the-shelf purchases unless such off-the-shelf Work is modified or redesigned pursuant to the Order.

- A. Seller agrees that ICU shall be the owner of all inventions, technology, designs, works of authorship, mask works, technical information, computer software, business information and other information conceived, developed or otherwise generated in the performance of the Order by or on behalf of Seller. Seller hereby assigns and agrees to assign all right, title, and interest in the foregoing to ICU, including without limitation all copyrights, patent rights and other intellectual property rights therein and further agrees to execute, at ICU's request and expense, all documentation necessary to perfect title therein in ICU. Seller agrees that it will maintain and disclose to ICU written records of, and otherwise provide ICU with full access to, the subject matter covered by this clause and that all such subject matter will be deemed information of ICU and subject to the protection provisions of the clause entitled "Information of ICU". Seller agrees to assist ICU, at ICU's request and expense, in every reasonable way, in obtaining, maintaining, and enforcing patent and other intellectual property protection on the subject matter covered by this clause.
- B. Seller warrants that the Work performed and delivered under the Order will not infringe or otherwise violate the intellectual property rights of any third party in the United States or any foreign country. Seller agrees to defend, indemnify and hold harmless ICU and its customers from and against any claims, damages, losses, costs and expenses, including reasonable attorneys' fees, arising out of any action by a third party that is based upon a claim that the Work performed or delivered under the Order infringes or otherwise violates the intellectual property rights of any person or entity.

18. NEW MATERIALS: The Work to be delivered hereunder shall consist of new materials, not used, or reconditioned, remanufactured or of such age as to impair its usefulness or safety.

19. OFFSET CREDIT/COOPERATION: All offset or countertrade credit value resulting from the Order shall accrue solely to the benefit of ICU. Seller agrees to cooperate with ICU in the fulfillment of any foreign offset/countertrade obligations.

20. QUALITY CONTROL SYSTEM:



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- A. Seller shall provide and maintain a quality control system to an industry recognized Quality Standard and in compliance with any other specific quality requirements identified in the Order.
- B. Records of all quality control inspection work by Seller shall be kept complete and available to ICU and its customers.
- C. Seller will not change the materials, components, processes or testing used in performing the Work without ICU's prior written consent.

21. RELEASE OF INFORMATION: Except as required by law, no public release of any information, or confirmation or denial of same, with respect to the Order or the subject matter hereof, will be made by Seller without the prior written approval of ICU.

22. TERMINATION FOR CONVENIENCE:

- A. For specially performed Work: ICU may terminate part or all of the Order for its convenience by giving written notice to Seller. ICU's only obligation shall be to pay Seller a percentage of the price reflecting the percentage of the Work performed prior to the notice of termination, plus reasonable charges that Seller can demonstrate to the satisfaction of ICU, using generally accepted accounting principles, have resulted from the termination. Seller shall not be paid for any Work performed or costs incurred which reasonably could have been avoided. ICU may audit any of Seller's books and records in connection with any termination claim.
- B. In no event shall ICU be liable for lost or anticipated profits, or unabsorbed indirect costs or overhead, or for any sum in excess of the total Contract price. Seller's termination claim shall be submitted within ninety (90) days from the effective date of the termination.
- C. For other than specially performed Work: ICU may terminate part or all of the Order for its convenience by giving written notice to Seller and ICU's only obligation to Seller shall be payment of a mutually agreed-upon restocking or service charge.
- D. In either case, Seller shall continue all Work not terminated.

23. TIMELY PERFORMANCE:

- A. Seller's timely performance is a critical element of the Order. Time is of the essence.
- B. Unless advance shipment has been authorized in writing by ICU, ICU may store at Seller's expense, or return, shipping charges collect, all Work received in advance of the scheduled delivery date.
- C. If Seller becomes aware of difficulty in performing the Work, Seller shall timely notify ICU, in writing, giving pertinent details. This notification shall not change any delivery schedule.
- D. In the event of a termination for convenience or change, no claim will be allowed for any manufacture or procurement in advance of Seller's normal flow time unless there has been prior written consent by ICU.

24. DEFAULT:

- A. ICU, by written notice, may terminate the Order for default, in whole or in part, if Seller fails to comply with any of the terms of the Order, fails to make progress as to endanger performance of the Order, or fails to provide adequate assurance of future performance. Seller shall have five (5) days (or such longer period as ICU may authorize in writing) to cure any such failure after receipt of notice from ICU. Default involving delivery schedule delays shall not be subject to the cure provision.
- B. ICU shall not be liable for any Work not accepted; however, ICU may require Seller to deliver to ICU any supplies and materials, manufacturing materials, and manufacturing drawings that Seller has specifically produced or acquired for the terminated portion of the Order. ICU and Seller shall agree on the amount of payment for these other deliverables.

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- C. In the event of termination, in whole or in part may acquire, under terms ICU considers appropriate, supplies or services similar to those terminated, and Seller will be liable to ICU for any excess costs of those supplies or services, including any incidental costs ICU incurs through re-procurement.
- D. Seller shall continue all Work not specifically terminated.
- E. If after termination under Paragraph A, it is later determined that Seller was not in default, such termination shall be deemed a Termination for Convenience.

25. GOVERNING LAW; DISPUTES: The Order shall be governed by, and construed in accordance with, the laws of the State of Tennessee, without the application of conflict of laws principles. The Order shall not be governed by the 1980 U.N. Convention on Contracts for the International Sale of Goods. All disputes under the Order which are not disposed of by mutual agreement may be settled at ICU's sole discretion either by submitting the claim to i) a court of competent jurisdiction; or ii) binding arbitration, before a single arbitrator, in and under the laws of the State of Tennessee, in accordance with the Commercial Arbitration Rules of the American Arbitration Association; and judgment upon the arbitrator's award may be entered in any court having jurisdiction thereof. Until final resolution of any dispute hereunder, Seller shall diligently proceed with the performance of the Order as directed by ICU.

26. WAIVER, APPROVAL, AND REMEDIES:

- A. Failure by ICU to enforce any of the provision(s) of the Order shall not be construed as a waiver of the requirement(s) of such provision(s), or as a waiver of the right of ICU thereafter to enforce each and every such provision(s).
- B. ICU's approval of documents shall not relieve Seller from complying with any requirements of the Order.
- C. The rights and remedies of ICU in the Order are cumulative and in addition to any other rights and remedies provided by law or in equity.

27. ASSIGNMENT: Any assignment of Seller's contract rights or delegation of duties shall be void, unless prior written consent is given by ICU. However, Seller may assign rights to be paid amounts due, or to become due, to a financing institution if ICU is promptly furnished a signed copy of such assignment reasonably in advance of the due date for payment of any such amounts. Amounts assigned to an assignee shall be subject to setoffs or recoupment for any present or future claims of ICU against Seller. ICU shall have the right to make settlements and/or adjustments in price without notice to the assignee.

28. LIMITATION OF LIABILITY: ICU shall not be liable for any indirect damages including incidental, consequential, punitive, or exemplary damages, or lost profits.

29. WARRANTY: Seller warrants that all Work furnished pursuant to the Order shall strictly conform to applicable specifications, drawings, samples, and descriptions, and other requirements of the Order and be free from defects in design, material and workmanship, and that the Work performed hereunder is merchantable and fit for use for the particular purpose described in the Order ("Warranty"). The warranty shall begin upon final acceptance and extend for a period of (i) the manufacturer's warranty period or one (1) year, whichever is longer. If any non-conformity with the Work appears within that time, Seller, at ICU's option, shall promptly repair, replace, or reperform the Work and hold ICU harmless from any loss, damage or expense that ICU may suffer from the breach of this Warranty. Transportation of replacement Work and return of non-conforming Work and repeat performance of Work shall be at Seller's expense. If repair or replacement or re-performance of Work is not timely ICU may elect to return the non-conforming Work or repair or replace Work or reprocure the Work at Seller's expense. All warranties shall run to ICU and its customers. At all times during the performance of the Order, ICU shall have the right to inspect Work performed by Seller.

30. PRECEDENCE: Any inconsistencies in the Order shall be resolved in accordance with the following descending order of precedence: (1) face of the Purchase Order, release document or schedule, (which shall include continuation sheets), as applicable, including any special terms and conditions; (2) any master-type agreement (such as corporate, sector or blanket agreements); (3) the Order; and (4) Proprietary Information Agreement.

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31. SEVERABILITY: Each paragraph and provision of the Order is severable, and if one or more paragraphs or provisions are declared invalid, the remaining provisions of the Order will remain in full force and effect.

32. SURVIVABILITY: If the Order expires, is completed, or is terminated, Seller shall not be relieved of those obligations contained in the following provisions: Applicable Laws, Export/Import Control, Independent Contractor Relationship, Information of ICU, Insurance, Indemnification, Intellectual Property, Release of Information, and Warranty.

Signed

A handwritten signature in dark ink, appearing to read 'D. Marshall', is written over a horizontal line.

David Marshall
Finance Director

Date – 04th April 2025