

207.10.307 OBMFG Supplier Terms and Conditions

1. **TERMS AND CONDITIONS:** These terms and conditions control the purchase of the goods and services set forth in this Purchase Order (the "Order"). In the event of any conflict between the Order's specific terms and provisions, including any exhibits or documents attached hereto or incorporated by reference herein, and the standard terms and conditions set forth herein, specific provisions shall control. These terms and conditions may not be waived or modified except as specifically set forth in writing by OBMFG.
2. **ACKNOWLEDGMENT AND ACCEPTANCE:** The issuance of this Order to Supplier constitutes an offer expressly limited to the terms contained herein. SUPPLIER'S ACCEPTANCE OF THIS ORDER IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS CONTAINED HEREIN. ANY ADDITION OR CHANGE TO OR DELETION OF THESE TERMS BY SUPPLIER IN ANY PRIOR PROPOSAL, IN SUPPLIER'S ACKNOWLEDGMENT FORM OR OTHERWISE COMMUNICATED TO OBMFG SHALL BE DEEMED A MATERIAL ALTERATION AND IS EXPRESSLY OBJECTED TO AND REJECTED BY Out of the Box Manufacturing (OBMFG). Out of the Box Manufacturing (OBMFG) may revoke this offer at any time prior to Supplier's acceptance. Unless Supplier notifies OBMFG of its acceptance of this offer within twenty (20) days of the date hereof, this offer shall expire at OBMFG's option without liability.
3. **TECHNICAL INFORMATION:** All specifications, drawings, schematics, technical information, notes, instructions or other information referred to on the face of this Order or contained in attachments or exhibits hereto are deemed to be incorporated herein by reference, and Supplier expressly acknowledges that it has received and read such referenced information and will treat it as Confidential Information in accordance with Section 15 hereof.
4. **PRICE AND DELIVERY:** Supplier shall furnish the goods or services in strict accordance with the price and delivery schedule stated herein. TIME IS OF THE ESSENCE with respect to all of Supplier's performance hereunder. Unless otherwise stated, prices include all charges for inspection and packaging, all federal, state and municipal sales, use and excise taxes, goods and services tax and any customs duties not otherwise paid or provided for by OBMFG. When goods are delivered and/or services are provided or the benefit of services occurs within jurisdictions in which Supplier's collection and remittance of taxes is required by law, Supplier shall have sole responsibility for payment of said taxes to the appropriate tax authorities. If Supplier does not collect tax from OBMFG, and it is subsequently audited by any tax authority, liability of OBMFG will be limited to the tax assessed, with no reimbursement for penalty or interest charges. Prices shall remain fixed until completion of the deliveries contemplated hereunder. OBMFG may return or store at Supplier's expense any goods delivered more than five (5) days in advance of the delivery date. Supplier represents, warrants, and agrees that the prices charged to OBMFG for any good or service, unless otherwise agreed in writing by OBMFG, be equal to or lower than the lowest of the following : (a) the last price charged or quoted to OBMFG for such good or service; (b) Supplier's lowest price charged to any other customer for such good or service regardless of any terms, conditions, rebates or allowances of any nature; (c) reflects any price declines occurring prior to the actual shipping date; and (d) reflects any price decreases occurring after the actual shipping date but before the originally specified shipping date if OBMFG permits shipments to be made before the originally specified shipping date. Supplier shall immediately notify OBMFG in writing when Supplier first has knowledge of any impending material shortage, governmental regulation, labor dispute or other event or impediment that could result in any delay in the delivery of the goods or performance of the services hereunder. If delivery or performance is not effected within the time stated in this Order, OBMFG may, in addition to OBMFG's other rights and remedies, purchase the goods elsewhere or retain substitute performance of the services, charge Supplier for any resulting expense, loss or damage and/or cancel this Order.
5. **PACKAGING AND SHIPPING:** Supplier shall package, mark and ship the goods: (a) in accordance with the terms of this Order and good commercial practices; (b) in a manner acceptable to common carriers that will protect against the hazards of shipment and storage; (c) at the lowest practicable rate; and (d) in accordance with all applicable laws. Each package shall legibly be marked with proper handling instructions, shipping information, Order number, part or item number and revision status, if any and the names of OBMFG and Supplier. An itemized packing list shall accompany each shipment. If OBMFG does not provide shipping instructions to Supplier regarding the method of shipment to be used, Supplier shall ship the goods by normal carriage to OBMFG. OBMFG may reject any shipment not meeting these requirements. If, due to Supplier's failure timely to ship the goods, the specified method of transportation would not permit Supplier to meet the delivery date specified on Purchase Order, Supplier shall, at Supplier's sole cost and expense, ship such goods by air transportation or other expedited means acceptable to OBMFG. Upon OBMFG's request, Supplier will promptly provide OBMFG with a statement of origin for all goods and with applicable customs documentation for goods wholly or partially manufactured outside of the country of import.
6. **SHIPPING TERMS AND RISK OF LOSS:** Notwithstanding the foregoing and any prior inspection or delivery point, Supplier shall bear all risk of loss and damage until final inspection and acceptance of the goods by OBMFG. Notwithstanding any of the above requirements of this Section 6 to the contrary, title to Hazardous Materials supplied by Supplier shall pass to OBMFG upon delivery to OBMFG's point of use for such goods at the OBMFG location designated in the Order and Supplier shall bear all risk of loss or damage until final inspection and acceptance of such goods by OBMFG. Supplier shall also bear all risk of loss and any costs of return and redelivery associated with any goods rejected or returned by OBMFG under this Order.
7. **PAYMENT:** Supplier shall issue invoices only after delivery of the goods and/or completion of the services ordered by OBMFG hereunder. Original invoices shall be submitted and shall include Order number, line item number, part number, and complete bill to address, description of items, quantities, unit price and extended totals. All costs invoiced to OBMFG for reimbursement of expenses agreed under the terms of this Order shall be net of any reclaimable Value Added or Goods and Services Taxes incurred on such expenses. Supplier agrees to invoice OBMFG no later than one hundred eighty (180) days after shipment of goods or performance of the services ordered herein. OBMFG will not be obligated to make payment against any invoices submitted after such period. OBMFG may reject any invoice for noncompliance with any of the provisions of this Order. OBMFG shall issue payment within agreed upon supplier terms after its receipt of a correct and conforming Supplier invoice and supporting documentation after receipt of the goods or services, or agreed upon terms after acceptance of the goods by OBMFG or the performance of the services to OBMFG's satisfaction (as the case may be), whichever is later, provided that if Supplier and OBMFG have agreed to utilize the evaluated receipts settlement process, OBMFG shall issue payment within sixty (60) days after its acceptance of the goods or the performance of the services to OBMFG's satisfaction (as the case may be). Payment is deemed made when OBMFG's check is mailed or EDI funds transfer initiated. If for any reason OBMFG had made payment for goods or services that were subsequently rejected, such payment shall be refunded by Supplier within ten (10) days after OBMFG's request therefor or, at OBMFG's option, shall be deducted from any other or subsequent payments due or to become due to Supplier.
8. **SET-OFF; RECOUPMENT:** OBMFG shall have the right at any time to set off or recoup any amount owing from Supplier to OBMFG or any of OBMFG's subsidiaries or affiliates against any amount due and owing from OBMFG or any of its subsidiaries or affiliates to Supplier.

9. **INSPECTION; ACCEPTANCE:** Supplier, at its cost, shall inspect all goods prior to shipment to OBMFG. If requested by OBMFG, Supplier shall immediately provide OBMFG with a copy of the inspection results. Records must be retained for 2 years at a minimum. OBMFG reserves the right to conduct its own pre-shipment inspection and testing wherever such goods are located. If OBMFG conducts pre-shipment inspection or testing on Supplier's premises, Supplier shall provide, without additional charge, all reasonable facilities and assistance for such inspection and tests. Final inspection and acceptance by OBMFG shall be at the OBMFG location designated in this Order unless otherwise specified in this Order. Supplier shall not modify the specifications for any goods or services purchased hereunder without OBMFG's advance written consent. Supplier shall notify OBMFG at least one hundred twenty (120) days in advance of any changes in the specifications or manufacturing process. Supplier shall cooperate with OBMFG to provide configuration control and traceability systems for goods and/or services supplied hereunder. Payment before or after inspection shall not constitute acceptance of non-conforming goods or services, and neither inspection, testing nor acceptance of the goods or services shall relieve Supplier from its responsibility for latent or patent defects in the goods or other failures to meet the requirements of this Order, fraud or Supplier's warranty obligations. If, at any time before acceptance, OBMFG learns that the goods or services are defective or otherwise not in conformity with the requirements of this Order, including the warranties of set forth in this Order, OBMFG may, in addition to OBMFG's other rights and remedies, upon written notice to Supplier: (a) rescind this Order as to such goods or services; (b) accept such goods or services or part thereof at an equitable reduction in price determined by OBMFG; or (c) reject such goods or services and require, at OBMFG's option, replacement, repair, refurbishment, re-performance, or credit or rebate of the purchase price paid by OBMFG. All replacements and re-performance shall be delivered or undertaken immediately upon OBMFG's request, and if not, OBMFG may either replace or correct such goods and effect substitute performance for services and charge Supplier for the costs incurred thereby, or terminate this Order for cause.

10. **WARRANTY:** IN ADDITION TO ANY WARRANTY AND/OR CONDITION IMPLIED BY LAW, SUPPLIER WARRANTS FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF DELIVERY THAT: (A) ALL GOODS DELIVERED HEREUNDER ARE NEW, OF THE GRADE AND QUALITY SPECIFIED, FREE FROM DEFECTS IN DESIGN, MATERIAL AND WORKMANSHIP AND ARE OF A QUALITY OF WORKMANSHIP THAT IS REQUIRED BY THE BEST PROFESSIONAL PRACTICES AND PROCEDURES IN SIMILAR MANUFACTURING INDUSTRIES; (B) ALL SERVICES ARE PERFORMED IN A GOOD AND WORKMANLIKE MANNER BY TRAINED, QUALIFIED EMPLOYEES (C) SUPPLIER HAS GOOD AND MARKETABLE TITLE TO THE GOODS AND HAS CONVEYED SUCH TITLE TO OBMFG FREE FROM ANY ENCUMBRANCES, LIENS, SECURITY INTERESTS OR OTHER DEFECTS IN TITLE; (D) THE GOODS OR SERVICES PURCHASED HEREUNDER CONFORM TO APPLICABLE SPECIFICATIONS, DRAWINGS, SAMPLES AND OTHER DESCRIPTIONS, IF ANY, REFERENCED HEREIN; AND (E) THE GOODS PURCHASED HEREUNDER ARE MERCHANTABLE AND SUITABLE FOR THE PURPOSES INTENDED. All warranties set forth in this Order shall survive any inspection, delivery, acceptance, payment, expiration or earlier termination of this Order and such warranties shall run to OBMFG, its successors, assigns, customers and users of its products. Any goods repaired or replaced and services re-performed shall be further warranted as set forth above.

11. Supplier is required to: (a) Notify OBMFG of any nonconforming product, (b) Obtain OBMFG's approval for any nonconformance, (c) Products that have expiration dates must have at least 75% of shelf life left upon receipt. Vendors providing calibration services must (a) maintain certification to ISO17025 (or equivalent) (b) provide a reporting of "As Found" status if the time is found to be out of tolerance, (c) Identify calibration status used, (d) Utilize calibration standard traceable to NIST.

12. Buyer reserves the right to review and approve Supplier's Quality Management system and the Supplier grants OBMFG Right of Access to the supplier facilities. Standard QMS requirements include: (a) Supplier providing special processing must maintain a system for validation processes, (b) Customer Directed sources must operate in accordance with approved specification and standards as dictated and controlled by the customer in questions, (c) Supplier initially approved for use via Certification (ISO9001, AS9100, ISO17025, AS9120, etc) must notify OBMFG of any changes to that certification, (d) OBMFG reserves the right to approve or specify any designs, tests, inspection plans, verifications, use of statistical techniques for product acceptances and any applicable critical items, (e) OBMFG reserves the right to designate requirements for test specimens for design approval, inspection/verification, investigation or auditing.

13. **INDEMNITY:** To the fullest extent permitted by law, Supplier, for itself and on behalf of its subcontractors and/or their respective directors, officers, employees, agents and representatives, shall protect, defend, indemnify, and hold harmless OBMFG and its subsidiaries and their directors, officers, employees, agents, assigns and customers (collectively, the "OBMFG Group") from and against all demands, claims (including claims for contribution or indemnity), damages, penalties, forfeitures, causes of action, suits, judgments, losses, liabilities, liens, costs and expenses, of whatever kind or nature, including all associated legal costs and attorneys' fees (collectively, a "Claim"), incurred by or asserted against any member of the OBMFG Group arising from or related in any way to the acts, errors or omissions of Supplier or its subcontractors or assigns and/or their respective directors, officers, employees, agents and representatives, and/or any individual or entity for which Supplier is responsible, including, but not limited to, Claims incurred by or asserted against any member of the OBMFG Group as a result of a Supplier breach or alleged breach of the representations and warranties set forth in this Order, the presence of Supplier's agents, employees, representatives, subcontractors or assigns on OBMFG's premises, the use of any Supplier-provided defective goods or services, death or personal injury (including bodily injury) to any person, destruction or damage to any property, contamination of or adverse effects on the environment, and any clean up costs in connection therewith, or any violation of law, governmental regulation or order.

14. **INTELLECTUAL PROPERTY INDEMNITY:** Supplier shall indemnify, defend and hold harmless each member of the OBMFG Group, from and against any and all claims and all costs, expenses (including reasonable attorneys' fees and costs), losses, damages, or liabilities incurred as a result of claims that the goods, or services or the use of any goods or services, purchased hereunder, or any component, part or process thereof or product made therewith, irrespective of whether OBMFG furnishes any specifications to Supplier, infringes or misappropriates any patent, trademark, trade secret, copyright, mask work or application therefor, or other intellectual property right of a third party. If any such claim is asserted against any member of the OBMFG Group, Supplier shall, with counsel acceptable to OBMFG, defend such action at its expense and shall pay any related costs and damages, including attorneys' fees and costs of both the OBMFG Group and Supplier. If any injunction shall be obtained against any member of the OBMFG Group in relation to the use of the goods or services or any component thereof provided by the Supplier by reason of infringement, Supplier shall, at its expense and OBMFG's option, either immediately procure for the OBMFG Group, the right to continue using the goods or services or immediately replace or modify the same to become non-infringing but equivalent in form, fit and function. Regardless of which of the foregoing remedies is effected, Supplier shall pay to OBMFG rework expenses and incremental costs incurred by any member of the OBMFG Group to procure alternative products required to fill orders placed by any member of the OBMFG Group and accepted by Supplier as of the effective date of the injunction.

15. **CANCELLATION:** At any time OBMFG may cancel, terminate, suspend, delay or interrupt this Order or any part thereof, with or without cause (including due to a Force Majeure Event), by written notice to Supplier specifying the effective date and the extent of such cancellation, suspension, delay or interruption. Upon receipt of such notice, Supplier shall immediately terminate any affected work under the Order and give immediate notice to its suppliers and subcontractors, if any, to do the same and take all other actions to reduce its costs in connection with any affected goods and/or

services. If OBMFG cancels this Order without cause, OBMFG shall reimburse Supplier for Supplier's reasonable out-of-pocket expenses properly and directly allocable to and resulting from such cancellation, net of any amounts that Supplier receives or should have received if it mitigated the cancellation as required herein by selling to a third party the goods or services that were to be delivered hereunder, as determined by OBMFG according to generally accepted accounting principles. Before assuming any payment obligation under this section, OBMFG may inspect Supplier's work in process and audit all relevant documents. The amount of such reimbursement shall in no event exceed an amount equal to the portion of the price that is allocable to the canceled portion of the Order. Such reimbursement shall be Supplier's sole and exclusive remedy for any such cancellation and must be submitted to OBMFG in writing within thirty (30) days after the receipt of OBMFG's termination notice. Upon payment of Supplier's claim, OBMFG shall be entitled to all goods, work and materials paid for. In addition to OBMFG's other rights and remedies, OBMFG may cancel or suspend this Order, in whole or in part, by written notice to Supplier, for cause if: (a) the goods or services or any part thereof fail any inspection or test hereunder or are defective or non-conforming; (b) the goods or services are not delivered to OBMFG as scheduled; (c) Supplier makes a general assignment for the benefit of creditors, a receiver and/or manager for Supplier is appointed, or a petition for bankruptcy, winding up, judicial management or corporate reorganization under any bankruptcy or similar laws is filed by or against Supplier; or (d) Supplier fails to comply with any of the terms or conditions of this Order. If OBMFG terminates this Order for cause, it shall have no obligation to make any reimbursements or payments hereunder to the Supplier. Any suspension or cancellation for cause by OBMFG that is determined by any court or other authority to be wrongful for any reason shall be deemed for all purposes to be a suspension or cancellation without cause as set forth above.

16. **CONFIDENTIAL INFORMATION:** "Confidential Information" shall include any information, whether oral, written or observed, regarding the terms or existence of this Order and OBMFG's specifications, requirements, plans, programs, plants, processes, products, costs, equipment, designs, set-up, configurations, sales, operations, finances, or customers that may come within the knowledge of Supplier and/or its assigns and subcontractors and/or their respective directors, employees, representatives and/or agents. All Confidential Information shall remain the exclusive property of the OBMFG Group and shall immediately be returned, together with all copies thereof, to OBMFG upon request. Supplier shall hold Confidential Information in trust and confidence for OBMFG and shall not disclose such Confidential Information or use it for any purpose other than to perform this Order. Supplier may disclose Confidential Information only to employees and third parties who have signed a confidentiality agreement and who have a need to know such Confidential Information in order for Supplier to perform this Order. In addition, Supplier may not use OBMFG's name or trademarks in any type of advertisement materials, web sites, press releases, interviews, articles, brochures, business cards, project reference or client listings without OBMFG's prior written consent.

17. **HAZARDOUS MATERIALS:** "Hazardous Materials" means dangerous goods, chemicals, contaminants, substances, pollutants or any other materials that are considered hazardous by any law, regulation, or industry standard, including, without limitation, hazardous chemicals regulated by the Occupational Safety and Health Act, 42 U.S.C. 651, et seq., hazardous materials regulated by the Hazardous Materials Transportation Act, 49 U.S.C. 5101, et seq., solid and hazardous wastes regulated by the Solid Waste Disposal Act, 42 U.S.C. 6901, et seq., hazardous substances regulated by the Comprehensive, Response, Compensation, and Reliability Act, 42 U.S.C. 9601, et seq., chemical substances and mixtures regulated by the Toxic Substances Control Act, 15 U.S.C. 2601, et seq., and analogous foreign, state, and local laws. If goods or any services provided hereunder include or use Hazardous Materials, Supplier warrants that such goods and services supplied to OBMFG shall comply with all applicable laws and regulations, as well as all requirements of Supplier's and OBMFG's environmental and safety policies and procedures and that Supplier and its subcontractors and assigns and their respective representatives, employees and agents providing such services or goods to OBMFG have been properly trained and understand the nature of and hazards associated with such goods and services. Reference to Hazardous Materials includes handling, transportation, storage, use, and disposal of Hazardous Materials, as applicable to Supplier. Prior to causing Hazardous Materials to be on, in, or near OBMFG's facilities or operations, Supplier shall obtain written approval from OBMFG's Site Environmental Health Safety and Security Group. Supplier will be responsible for and indemnify OBMFG from any liability resulting from the actions of Supplier and/or its assigns and subcontractors and their respective employees, representatives and agents in connection with: (a) providing goods containing or comprising such Hazardous Materials to OBMFG; and/or (b) the use of such Hazardous Materials in providing services to OBMFG. Supplier will timely provide OBMFG with material safety data sheets and any other documentation in relation to such Hazardous Materials reasonably necessary to enable OBMFG to comply with applicable laws and regulations.

18. **COMPLIANCE WITH LAWS & CODES OF CONDUCT:** Supplier shall comply with all national, state, and local laws and regulations governing the manufacture, transportation, import, export and the sale of goods and/or the performance of services in the course of this Order, including but not limited to U.S. Export Administration Regulations (see Section 19), Securities and Exchange Commission rules and regulations, Department of Commerce rules and regulations, Environmental Protection Agency rules and regulations, Department of Transportation regulations applicable to Hazardous Materials, Federal Acquisition Regulations or their counter-part for other government agencies and the Foreign Corrupt Practices Act see Section 18). Supplier shall comply with all applicable laws regarding non-discrimination in terms and conditions of employment, payment of minimum wage and legally mandated employee benefits and mandated work hours. Supplier shall comply with all applicable laws regarding forced labor, slavery, human trafficking and employment of underage or child labor and shall not employ children under the age of 16. Supplier represents and agrees that it is in compliance with Executive Order 11246 and implementing Equal opportunity regulations, the Vietnam Era Veteran's Readjustment Assistance Act as amended by the Veterans Employment Opportunities Act of 1998 (to include Vietnam-era Veterans and other Veterans who served on active duty during a war or campaign or expedition for which a campaign badge has been authorized), and the Immigration act of 1987, unless exempted or inapplicable. Supplier agrees to fully comply with OBMFG's Code of Business Conduct and Ethics as set forth at www.OBMFG.com. In addition, Supplier agrees to fully comply with all provisions of the OBMFG Supplier Quality Requirements Document (the "SQRD") as set forth at www.OBMFG.com that are applicable to Supplier and the goods and services provided to OBMFG by Supplier. Without limiting the foregoing, Supplier agrees to comply with the provisions of Section 5 (Corporate Social Responsibility) of the SQRD. Upon OBMFG's request therefore, Supplier shall immediately certify compliance with all such laws, regulations, OBMFG's Code of Business Conduct and Ethics, and the SQRD. Moreover, Supplier agrees not to provide foreign nationals from controlled countries as employees or contractors for work on any OBMFG site. Seller recognizes that violation of Electronic Industry Code of Conduct will be a material breach of this Order.

19. **ETHICAL BUSINESS PRACTICES:** Neither Supplier nor any of its officers, directors, employees or agents, or subcontractors shall make, agree to make, or authorize any payment of money or grant anything of value, directly or indirectly, to any government official (including any director, employee or agent of any government department, agency, or instrumentality, any political party or candidate, or any government- or state-owned enterprise) or official of any international organization, to influence any official decision or action, or to gain any other advantage for any person in connection with the performance of this Agreement in violation of any applicable laws and regulations. In addition, Supplier represents and warrants that neither it nor its personnel act as agent or representative for, and are otherwise not affiliated with, any government, government official, political party, or government or government- or state-owned enterprise, and shall advise OBMFG promptly and obtain written permission from OBMFG in writing prior to entering into any such relationship. Supplier shall provide, or shall cause to be provided, anti-corruption compliance training to all relevant officers, employees, agents, and subcontractors involved with performance of this Agreement, and shall notify such persons of the requirements of this Section 18. Supplier shall promptly notify

OBFMG, if Supplier has reasonable cause to believe based on a good faith investigation, that a violation of this Section 18 has occurred or is likely to occur. Supplier shall cooperate fully in any investigation of any such potential violation. In the event OBFMG has cause to believe any such violation might have occurred or is likely to occur, OBFMG may, irrespective of its other rights and remedies, suspend or terminate this Agreement, withhold any monies currently owing, or claw back past payments made as appropriate to prevent or remediate such violation. Either party may disclose this Agreement, and any facts relating to this Agreement, to any governmental body or agency in connection with any official investigation or inquiry into compliance related to this Section 18.

20. EXPORT COMPLIANCE: In connection with the sale, purchase, or receipt of the Products (including goods, materials, software, technology, or technical data) from Supplier to OBFMG, Supplier hereby agrees to comply fully with all applicable U.S. and foreign laws and regulations related to export controls and sanctions, including without limitation: (a) those regulations maintained by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), (b) the U.S. Export Administration Regulations ("EAR") maintained by the United States Department of Commerce, Bureau of Industry and Security ("BIS"), and (c) the U.S. State Department's International Traffic in Arms Regulations ("ITAR"). Without limiting the foregoing, to the extent required under applicable U.S. or foreign law, Supplier agrees that it shall not directly or indirectly -- sell, export, reexport, transfer, release, service, divert or otherwise dispose of -- any products provided by OBFMG to Supplier directly or indirectly (including the release of controlled technology to foreign nationals from controlled countries) to or via any person, firm or entity, or country subject to: (a) export licensing requirements or other government approval, (b) economic sanctions or trade embargoes (including entities or persons in or acting on behalf of such countries), or (c) for any activity or use prohibited by the laws or regulations of the United States or other applicable jurisdiction, without obtaining prior authorization from all competent government authorities as required by those laws and regulations. Supplier understands that any products provided by OBFMG to Supplier as well as certain products derived therefrom may be subject to U.S. law and that re-export or diversion contrary to U.S. law may be prohibited. Supplier shall provide OBFMG with information regarding the export controls and customs classifications for any products provided by Supplier to OBFMG, including Export Control Classification Numbers, U.S. Munitions List Categories, Harmonized Tariff Schedule Codes, Schedule B Numbers, any other required commodity control codes, and any required non-U.S. classifications applicable to the sales transaction. In the event Supplier has not classified any products provided by Supplier to OBFMG, Supplier shall provide to OBFMG sufficient information to classify such products, subject to mutually agreeable measures to protect Supplier's proprietary data. notwithstanding any other agreement between Supplier and OBFMG, neither party shall be required to take any action that is prohibited or penalized under the laws of the United States or other applicable jurisdiction, including without limitation the U.S. antiboycott laws administered by BIS and the U.S. Treasury Department's Internal Revenue Service.

21. PRIVACY: If OBFMG transmits any personal information to Supplier, Supplier warrants that Supplier shall not transfer such personal information to any third party or use it for any purpose other than as described in this Order. If Supplier obtains personal information in the course of performance of services for OBFMG, Supplier warrants that Supplier shall not transfer such personal information to any third party or use it for any purpose other than as described in this Order. If Supplier collects personal information on behalf of OBFMG and OBFMG has given notice to Supplier that OBFMG will use such personal information in order to contact the data subject, Supplier shall submit personal information to OBFMG only if the data subject has opted-in to receive information, either from OBFMG or from companies or persons in general. Supplier shall permanently delete all personal information within thirty (30) days after the personal information is no longer being actively used in fulfilling Supplier's obligations to OBFMG under this Order. Supplier shall take all measures necessary to ensure the security of OBFMG's data.

22. OBFMG'S EQUIPMENT: All tools, equipment, parts, materials, drawings, and specifications furnished by OBFMG shall remain OBFMG's property, shall be used only for work performed for OBFMG, and shall be returned to OBFMG immediately upon demand or the termination or completion of this Order, whichever is earlier.

23. ASSIGNMENTS: Supplier shall not assign, delegate or subcontract this Order or any obligations hereunder without OBFMG's prior written consent. Any such attempted assignment or delegation without OBFMG's prior written consent shall be void and of no force or effect and, at OBFMG's option, shall be cause for OBFMG's termination of this Order. OBFMG shall be entitled at any time to assign, delegate or subcontract this Order or any obligations hereunder to any third party without Supplier's prior written consent.

24. RELATIONSHIP BETWEEN PARTIES: The relationship between the parties hereto is that of independent contractors. Nothing in this Order shall be construed as creating any partnership, joint venture, or agency between OBFMG and Supplier. Supplier's employees, agents and subcontractors shall not be deemed agents or employees of OBFMG. Supplier shall have complete charge and responsibility for its employees, representatives, agents and subcontractors and their respective employees, representatives, agents. Supplier shall comply with all applicable laws regarding terms and conditions of employment, payment of minimum wage and legally mandated employee benefits and compliance with mandated work hours and employment of underage or child labor. Supplier shall comply with all employment and labor laws when providing services, and must provide its employees with legal right to work in the country in which they are working. The indemnity set forth in Section 11 above shall include any claim made or threatened, whether by legal proceedings or otherwise, against OBFMG by a third party on the grounds that any person supplied or engaged by Supplier is or was deemed to be an employee of OBFMG. Supplier further agrees that if OBFMG is required by law or otherwise to include Supplier or any Supplier's employees in any of OBFMG's benefit plans or provide severance benefits under law, Supplier shall reimburse OBFMG for the actual amount required to be paid, or the fair market value of any benefit received by Supplier and/or Supplier's employees arising from work performed under this Order.

25. SAFETY COMPLIANCE AND NON-INTERFERENCE: If Supplier or any subcontractor of Supplier performs any services or delivers any goods on OBFMG's premises, Supplier shall and/or cause such subcontractor to: (a) comply with all of OBFMG's safety and security regulations and all other pertinent safety regulations imposed by law; and (b) provide OBFMG with evidence of insurance in accordance with the minimum limits required by OBFMG. Supplier agrees that Supplier and its assigns, employees, representatives, subcontractors and agents shall comply with all directives of OBFMG's supervisory personnel and further shall not interfere with any of OBFMG's operations. Non-compliance with the foregoing may, at OBFMG's option, result in cancellation of this Order for cause.

26. FORCE MAJEURE: OBFMG shall not be responsible, in any manner, for any failure or delay in the performance of any of its obligations hereunder caused by a strike, lockout or other industrial disturbance, act of public enemies, any government action, any civil or military action, insurrection, riot, landslide, hurricane, drought, fire, earthquake, explosion, flood, storm, act of God, or any other cause or event not reasonably within OBFMG's control (each, a "Force Majeure Event"). Supplier shall immediately notify OBFMG in writing if its performance hereunder is delayed due to any Force Majeure Event and OBFMG may either (a) extend time of performance, or (b) terminate the uncompleted portion of the Order at no cost to OBFMG.

27. **NOTICES:** All notices shall be in writing and deemed effective upon delivery: (a) in person; (b) by verified facsimile transmission; or (c) by registered mail, postage prepaid, return receipt requested, and to the addresses set forth herein, as the same may be changed pursuant to a written notice provided pursuant to this Section 25. Supplier shall also send a copy of any notice to the attention of OBMFG's general counsel at such address.

28. **GOVERNING LAW; JURISDICTION:** This Order, the validity, interpretation and performance of this Order and all matters arising hereunder or in connection herewith shall be governed by and construed in accordance with the laws of the State of Washington without giving effect to such State's conflict of laws rules or principles. The parties hereto hereby expressly acknowledge and agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to the rights and obligations of the parties under this Order or the interpretation of the terms and conditions of this Agreement. Supplier hereby consents to the jurisdiction of the State and Federal courts located in the State of Washington for any dispute involving or arising in connection with this Agreement.

29. **REMEDIES/NON-WAIVER:** OBMFG's remedies provided herein are cumulative and in addition to any other or further remedies provided by law or in equity. Any waiver of any kind by a party of a breach of this Order must be in writing, shall be effective only to the extent set forth in such writing and shall not operate or be construed as a waiver by such party of any subsequent breach. Any delay or omission in exercising any right, power or remedy pursuant to a breach or default by a party shall not impair any right, power or remedy that such party may have with respect to that or any other future breach or default.

30. **ATTORNEYS' FEES AND COSTS:** The prevailing party to any legal action arising out of this Order shall be entitled to recover from the other party, all the attorneys' fees and costs the prevailing party incurred in bringing or defending such action, including such fees and costs on appeals.

31. **SEVERABILITY:** If it is determined by a court of competent jurisdiction as part of a final nonappealable ruling, government action or binding arbitration that any provision of this Order (or part thereof) is invalid, illegal, or otherwise unenforceable, such provision shall be enforced as nearly as possible in accordance with the stated intention of the parties, while the remainder of this Order shall remain in full force and effect and bind the parties according to its terms. To the extent any provision (or part thereof) cannot be enforced in accordance with the stated intentions of the parties, such provision (or part thereof) shall be deemed not to be a part of this Order; provided that in such event the parties shall use their best efforts to negotiate, in good faith, a substitute, valid and enforceable provision that most nearly effects the parties' intent in entering into this Order.

32. **HEADINGS:** Headings are inserted solely for convenience of reference, shall not constitute a part of this Order and shall not otherwise affect the interpretation hereof.

33. **ELECTRONIC TRANSACTIONS:** Subject to the terms and conditions of this Section 32, OBMFG and Supplier agree that this Order and all documents related to the transactions contemplated by this Order may be sent by e-mail. In connection with system-to-system implementations: (a) the parties will implement the particular transaction sets and/or message specifications mutually agreed upon by the parties. Each party's implementation will comply with applicable standards (e.g., applicable ANSI standards or RosettaNet PIPs), except as otherwise mutually agreed. If any element of an applicable standard conflicts with a provision of this Order, the provision of this Order will control; (b) where applicable standards require that the receiving party issue a notice to the other confirming message receipt, such notice will not constitute a binding acceptance or acknowledgement of anything more than mere receipt; (c) if a party has adopted an electronic identifier (e.g., a digital signature), the other party is entitled to rely on the authenticity of messages signed by or otherwise associated with such electronic identifier unless and until notified otherwise by the adopter; and (d) either party may use a third party service provider in connection with e-business activities (e.g., to route or translate EDI or XML messages, or to host web based services). The party contracting with a service provider must require that such service provider (i) use information disclosed to or learned by such service provider in connection with providing services solely for the purpose of providing the applicable services, and (ii) not disclose such information to any third party. Either party may begin to use a service provider that it wishes to engage and may change a service provider that it had previously engaged upon reasonable prior written notice to the other party. Each party will be liable for the acts or omissions of its service provider in connection with the activities contemplated by this Order.

34. **SURVIVAL:** Any provisions herein that by their nature extend beyond the expiration, termination or fulfillment of this Order shall survive such expiration, termination or fulfillment.