



Dodge Industrial, Inc.

General Terms and Conditions for Purchase of Goods and/or Services

1. DEFINITIONS AND INTERPRETATION

1.1 The following terms have the following meanings:

Dodge GTC: these Dodge General Terms and Conditions for Purchase of Goods and/or Services (2021 USA);

Affiliate: any entity which directly or indirectly controls, is controlled by, or is under common control with a Party;

Contract: a written agreement and/or the Order for the purchase of Goods and/or Services by Customer from Supplier which shall incorporate by reference these Dodge GTC, and any other documents submitted by Customer to form part thereof, such as but without limitation to any specifications (which shall include any Supplier specifications where Customer agrees to use, or places an Order relying on, such specifications);

Customer: the party ordering Goods and/or Services from Supplier;

Customer Data: any data or information, including Personal Data, acquired by Supplier in preparation of or during the fulfillment of the Contract, irrespective of whether such data or information relates to Customer, its Affiliates or their respective customers or suppliers;

Delivery: delivery of Goods by Supplier in accordance with Clause 6.1;

Delivery Location: Customer's nominated warehouse, factory or other premises for physical delivery of Goods and/or Services, which may be the premises of one of Customer's Affiliates (including such location as may be listed in any relevant price list) or third party freight or logistics providers, or if no location is nominated, Customer's place of business;

Embedded Software: software necessary for operation of Goods, and embedded in and delivered as integral part of Goods;

Goods: the items to be delivered by Supplier in accordance with the Contract and/or all materials, documents, or other deliverables which are the result of Services provided by Supplier under the Contract in any form or media, including but without limitation to data, diagrams, drawings, reports and specifications;

Intellectual Property Rights: (a) patents, utility models, copyrights, database rights and rights in trademarks, trade names, designs, knowhow, and invention disclosures (whether registered or unregistered); (b) applications, reissues, confirmations, renewals, extensions, divisions or continuations

for any of these rights: and (c) all other intellectual property rights and similar forms of worldwide protection;

Order: Customer's order issued to Supplier for the purchase of Goods and/or Services, including any purchase order issued electronically;

Party: Customer or Supplier, collectively the Parties;

Personal Data: any data or information of an identified or identifiable natural person;

Services: the services to be provided by Supplier in accordance with the Contract;

Supplier: the party providing the Goods and/or Services to Customer (or any Customer Affiliate at a relevant Delivery Location);

Variation Order: a change to the Order such as to alter, to amend, to omit, to add to, or otherwise to change the Order or any parts thereof.

1.2 References to clauses are references to clauses of the Dodge GTC.

1.3 Headings are for convenience only and do not affect the interpretation of the Dodge GTC.

1.4 The word "including" is deemed to be "including without limitation." The word "person" includes human beings, legal entities, governmental agencies and authorities, and any other form of existence having legal status. Notice provided by email will constitute "written" notice. Neither Customer nor Supplier will be deemed the drafter of the Contract and its terms will be construed in accordance with their fair meaning and not strictly for or against either Party.

2. ACCEPTANCE-ENTIRE CONTRACT

These Dodge GTC's apply to, and are incorporated by reference into, any purchase order submitted by Dodge Industrial Inc. or its affiliate or subsidiary ("Customer") to a provider of goods or services ("Supplier"). By accepting Customer's purchase order or performing thereunder, Supplier agrees to be bound by and to comply with all these terms and conditions, and all specifications and other information and documents referred to in Customer's purchase order. Customer's purchase order, these terms and conditions, any other documents referred to in Customer's purchase order, and any other terms set forth in a writing executed by a duly authorized representative of each of Customer and Supplier (all such documents being collectively referred to as the "Contract") will constitute the entire

agreement between Customer and Supplier with respect to the purchase and sale of the goods or services set forth in Customer's purchase order and no other terms or conditions will apply to Customer's purchase of such goods or services from Supplier. CUSTOMER OBJECTS IN ADVANCE TO THE INCLUSION OF ANY ADDITIONAL, INCONSISTENT OR DIFFERENT TERMS PROPOSED BY SUPPLIER IN THE ACCEPTANCE OR ACKNOWLEDGMENT OF CUSTOMER'S PURCHASE ORDER OR IN A BILL OF LADING OR OTHER DOCUMENT. THE INCLUSION OF SUCH TERMS BY SUPPLIER WILL BE OF NO FORCE OR EFFECT, AND SUCH TERMS WILL NOT BE CONDITIONS OR ADDITIONAL TERMS TO THE CONTRACT, AND CUSTOMER'S ACCEPTANCE OF SUPPLIER'S GOODS OR SERVICES WILL NOT BE DEEMED AN ACCEPTANCE OF SUCH TERMS. In the event of any conflict between the terms of Customer's purchase order and these Dodge GTC's, the purchase order will control. No course of prior dealings between the Parties and no usage of the trade will be relevant to determine the meaning of the Contract.

3. APPLICATION

3.1 The Dodge GTC govern the Contract.

3.2 No terms or conditions delivered with or contained in Supplier's quotations, acknowledgements, acceptances, specifications or similar documents will form part of the Contract, and Supplier waives any right which it might have to rely on such terms or conditions. Supplier shall accept the Contract either expressly by written statement or impliedly by fulfilling the Contract in whole or in part.

3.3 Any amendments to the Contract must be agreed in writing.

4. SUPPLIER'S RESPONSIBILITIES

4.1 Supplier shall deliver the Goods and provide the Services:

4.1.1 in accordance with the applicable laws and regulations;

4.1.2 in accordance with the Contract (including by providing any necessary documentation) and all Customer instructions;

4.1.3 free from defects and from any rights of third parties; and

4.1.4 fit for any particular purpose specified in the Contract or, in absence thereof, fit for the purposes for which such Goods and/or Services would ordinarily be used;

4.1.5 in material compliance with the terms and conditions of the applicable licenses related to Embedded Software governing the use thereof, and the Goods or the use thereof by Customer shall not cause Customer or Customer's intellectual property rights to be subject to the terms or conditions of a copyleft license, or require Customer to fulfil any open source license obligations; and

4.1.6 free of restrictive devices (i.e. any key, node lock, time-out, time bomb, or other function, whether implemented by electronic, mechanical, or other means), viruses, malware, and other harmful code which may interfere with the use of the

Goods regardless of whether Supplier or its personnel purposefully placed such code in the Goods.

4.2 Supplier shall ensure that the Goods are packed according to industry standards and any applicable laws and regulations, in a manner adequate to preserve and protect the Goods, and sufficient to enable safe unloading and inspection at the relevant Delivery Location.

4.3 Each shipment must be positively identified by suitable marking on the outside of each package, including notice of hazardous substances in accordance with industry standards, and will comply with applicable laws, including all provisions of Title 49 of the Code of Federal Regulations and carrier requirements. An itemized list of contents must be contained in each shipment bearing the purchase order number. No charge will be allowed by Customer for cartage or packing unless agreed upon beforehand in writing. All expenses incurred by Supplier's failure to furnish necessary shipping documents will be charged to Supplier and may delay payment of invoices.

4.4 For all Goods covered by Customer's purchase order, Supplier shall provide to Customer an up-to-date Certificate of Origin, including such pursuant to the provisions of the North American Free Trade Agreement (or the successor thereto) or as otherwise required by Customer.

4.5 When Customer (or a Customer Affiliate at a relevant Delivery Location) identifies quality related issues on the part of Supplier, Customer (or Customer Affiliate) will notify Supplier thereof. Notwithstanding other remedies available to Customer under the Contract, Customer may instruct Supplier to undertake at Supplier's risk and expense an analysis into the root cause(s) of the quality related issues; such analysis being undertaken and reported to Customer within ten (10) calendar days of the notification of the quality related issue(s). Customer reserves the right to undertake an audit (carried out by Customer's nominated personnel, which may include third party experts or Customer Affiliate staff) of Supplier based on the results of the root cause analysis or where Supplier fails to comply with this Clause. Supplier shall also proactively advise Customer if it becomes aware of any quality related issues that may affect the Goods and/or Services, and the provisions of this Clause 4.5 shall otherwise apply as if the issue had been notified by Customer.

4.6 Customer may issue Variation Orders to Supplier, and Supplier shall carry out such Variation Orders. If any Variation Order causes an increase or decrease in the cost of, or the time required for the performance of, any Services or Goods, an equitable adjustment shall be made in the purchase price and/or Delivery schedule in writing. Any Supplier claim for adjustment under this Clause will be deemed waived unless asserted within thirty (30) calendar days from Supplier's receipt of the Variation Order. Variation Orders requested by Supplier only become effective after written confirmation by Customer.

4.7 Supplier must not suspend the Delivery of any Goods or the provision of any Services.

4.8 Supplier assumes full and exclusive responsibility for any occupational accident that occurs, or disease that affects, its employees and its subcontractors in relation to the provision of the Goods and/or Services.

4.9 Supplier is solely and exclusively responsible for any claims and/or lawsuits filed by its employees and/or subcontractors, and shall, without any limitations, defend, indemnify and hold Customer (and any relevant Customer Affiliate) harmless from and against any claim, proceeding, action, fine, loss, cost, damages and expenses arising out of or relating to any such claims and/or lawsuits, and any noncompliance with legislation, regulations, codes of practice, guidance and other requirements of any relevant government or governmental agency applicable to Supplier, its employees or subcontractors. Supplier undertakes to appear in court at its own cost if requested by Customer, acknowledging its status as sole and exclusive employer, and to provide Customer (and/or any relevant Customer Affiliate) with all requested documentation and information necessary to ensure proper legal defense of Customer or its Affiliates in court.

4.10 Customer is authorized to make, or procure the making of, any payments due to Supplier's employees and subcontractors providing Goods and/or Services under the Contract, in order to avoid lawsuits, liens or encumbrances. Such payments may be made through withholding Supplier's credits, offsetting or in any other way. Supplier shall provide any support requested by Customer with regard to such payments and indemnify and hold harmless Customer and its Affiliates for any payments made.

4.11 Items of the type set forth in Customer's purchase order, including the sub-assemblies and spare parts, shall be made available by Supplier to Customer and its customers during the operational life of the items purchased or for 10 years after the date of final shipment under the Contract, whichever is later. Further, during such period, Supplier shall continue to provide technical support and service at the same level as presently provided. In the event Supplier discontinues manufacture of such items, sub-assemblies or spare parts and does not provide any of them in a timely manner for Customer's requirements, Supplier shall make available to Customer all drawings, specifications, data and know-how that will enable and facilitate Customer, its suppliers or its customers to manufacture or procure and use and sell such items, sub-assemblies and spare parts under a royalty-free license, which is hereby granted.

5. PRICING, PAYMENT, INVOICING

5.1 In consideration of the Goods delivered and/or the Services provided by Supplier in accordance with the Contract, all prices are firm and shall not be subject to change. Supplier's price includes all taxes, fees and/or duties (including tariffs) applicable to the Goods and/or Services purchased under this Order;

provided, however, that any value added tax that is recoverable by Customer, state and local sales, use, excise and/or privilege taxes, if applicable, shall not be included in Supplier's price but shall be separately identified on Supplier's invoice. If Supplier is legally obligated to pay value added and/or similar tax, Supplier shall invoice Customer in accordance with applicable rules to enable Customer to reclaim such tax. For non-US Suppliers, freight, insurance, royalties and seller's commissions, if applicable, shall not be included in Supplier's price but shall be separately identified on Supplier's invoice. Supplier warrants the pricing for any Goods or Services shall not exceed the pricing for the same or comparable goods or services offered by Supplier to third parties. Supplier shall promptly inform Customer of any lower pricing levels for same or comparable goods or services, and the parties shall promptly make the appropriate price adjustment.

5.2 Supplier shall submit invoices in an auditable form, complying with applicable laws, generally accepted accounting principles and the specific Customer requirements, containing the following minimum information: Supplier name, address and reference person including contact details; invoice date; invoice number; Order number and Supplier number; address of Customer; quantity; specification of Goods and/or Services; price (total amount invoiced); currency; tax or sales tax amount; tax or sales tax number; Authorized Economic Operator and/or Approved Exporter Authorization number and/or other customs identification number, if applicable; payment terms as agreed. Supplier shall state the Order number on all invoices (in particular, but not limited to commercial, pro forma or customs invoices).

5.3 All invoices from U.S. manufacturers must bear the following certification in order to be passed for payment: "We hereby certify that these goods were produced in compliance with the Fair Labor Standards Act of 1938 as amended, and regulations and orders issued by the United States Department of Labor thereunder."

5.4 Invoices must be sent to the billing address specified in the Contract (or as otherwise agreed with Customer).

5.5 Customer shall pay the invoice in accordance with the payment terms agreed in the Contract.

5.6 Customer will reimburse expenses only at cost and to the extent agreed in writing.

5.7 Services charged on the basis of hourly rates require written confirmation of Supplier's time sheets by Customer. Supplier shall submit such time sheets to Customer for confirmation as may be instructed by Customer but latest together with any related invoice. Confirmation of time sheets cannot be construed as acknowledgement of any claims. Customer is not obliged to pay invoices based on time sheets which are not confirmed by Customer in writing.

5.8 Customer reserves the right to set off or withhold payment for Goods and/or Services not provided in accordance with the Contract.

5.9 Customer may withhold payment pending receipt of evidence from Supplier, as reasonably required by Customer, to establish the absence of liens, encumbrances and claims against any property of Customer related to the Goods and/or Services that are the subject of the Contract.

5.10 Customer will have the right at any time to set off any amount owed by Supplier, or its parent or subsidiaries, to Customer, or to Customer's parent or subsidiaries, against any amount due and owed to Supplier under the Contract.

6. DELIVERY, PERFORMANCE OF SERVICES

6.1 Unless agreed otherwise in the Contract, the Goods shall be delivered in accordance with INCOTERMS 2020 FCA, to the Delivery Location.

6.2 The Services shall be provided at the Delivery Location.

6.3 Supplier shall provide, no later than at the time of acceptance of the Contract, the following minimum information: number of packages and contents, Harmonized Tariff Schedule (HTS) codes for the country of consignment (or other tariff classification codes, as specified in the Purchase Order), and the countries of origin for all Goods. For controlled Goods, the relevant national export control numbers must be indicated and, if the Goods and/or Services are subject to U.S. export control regulations, the U.S. Export Control Classification Numbers (ECCN) or classification numbers of the International Traffic in Arms Regulations (ITAR) must be specified. Proofs of preferential origin as well as conformity declarations and marks of the country of consignment or destination are to be submitted without being requested; certificates of origin upon request.

6.4 The Goods shall be delivered, and Services shall be provided, during Customer's business hours (or those of the requested Delivery Location) unless otherwise requested by Customer.

6.5 Goods may not be shipped and services may not be provided to Customer in advance of Customer's delivery schedule without Customer's prior written approval. Any unapproved early shipments may be returned to Supplier at Supplier's expense, shipping charges collect.

6.6 Delivery will not be deemed to be complete for purposes of this Contract until goods or services have actually been accepted by Customer. Delivery of goods or services must be made within the time specified in Customer's purchase order.

6.7 Upon Delivery, Supplier (or its appointed carrier) shall provide Customer (or, if requested, any nominated Customer Affiliate at the Delivery Location) a delivery note and any other required export and import documents not mentioned in Clause 6.3. If Customer has approved partial delivery, such delivery note shall also include the outstanding balance.

6.8 Ownership of the Goods passes to Customer at Delivery. To the extent that the Goods contain Embedded Software, ownership of such Embedded Software will not pass to Customer, but Supplier shall grant, or, as applicable, shall procure that the third party owner grants, Customer and all users a worldwide, irrevocable, perpetual, transferable, non-exclusive, royalty-free right to use the Embedded Software as integral part of such Goods and/or for servicing either of them. For the avoidance of doubt, Supplier shall have no rights of retention of title, and Supplier will convey good title to the Goods, free of any liens or encumbrances (but transfer of title and ownership in the Goods to Customer shall not release Customer from its obligation to pay for those Goods, in accordance with the terms of the Contract).

6.9 If Supplier's performance involves operations by Supplier on the premises of Customer (or Customer Affiliate), Supplier shall take all necessary precautions to prevent the occurrence of any injury to person or property during the progress of such operations. Supplier shall maintain such public liability; property damage and employer's liability and compensation insurance as will protect Customer (or Customer Affiliate) from such risks and from any claims under applicable worker's compensation and occupational disease acts. Supplier agrees, on behalf of its employees, agents and representatives, to submit to any security requirements of Customer (or Customer Affiliate) and to comply with all rules and regulations established by Customer (or Customer Affiliate) while on the premises of Customer (or Customer Affiliate).

7. MAINTENANCE, REPAIR, AND OVERHAUL (MRO)

PROVISIONS

If the goods or services provided by Supplier are made to Customer's Maintenance, Repair and Overhaul (MRO) facility, then during the performance of the Contract, and at no additional cost to Customer, Supplier's quality control or inspection system and manufacturing processes will be subject to review, verification, and analysis by Customer, governmental regulatory agencies (e.g., the Federal Aviation Administration (FAA) the European Union Aviation Safety Agency (EASA)), or as otherwise required by applicable law. Supplier will furnish to Customer, as reasonably necessary, all that is required to successfully perform the inspections including information regarding subcontractors and suppliers. In the event Customer, its customers, or any government regulatory agency is required to perform an inspection on Supplier's premises, Supplier shall provide reasonable facilities and assistance for the safe and convenient performance of the inspection. Supplier shall keep and maintain such books, records and other documents as are necessary to demonstrate its compliance with all regulatory requirements applicable to Supplier. Supplier grants Customer or its authorized representative the right to examine those books, records, documents and other supporting data that will permit adequate evaluation of Supplier's compliance with the regulations and requirements of the FAA, the EASA or other



relevant aviation regulatory agencies. In the event that Supplier utilizes subcontractors to perform the Contract, these requirements must be flowed down to such subcontractors and work performance by FAA subcontractors must be verified by an FAA 8130-3 form, when applicable.

8. ACCEPTANCE

8.1 Delivery of Goods or provision of Services shall not be deemed to be acceptance of such Goods or Services by Customer. Customer (or its nominated Customer Affiliate at the Delivery Location) shall have reasonable time to inspect or test the Goods and/or Services and to report any defects to Supplier. If a defect in the Goods and/or Services was not reasonably detectable during the inspection, Customer (or its nominated Customer Affiliate at the Delivery Location) shall have reasonable time to provide notice of such defect after it has become apparent and/or to reject the Goods and/or Services.

8.2 The Parties may agree on a certain acceptance procedure, in which case acceptance will be subject to Customer's written acceptance statement (or that of Customer's nominated Affiliate). Supplier shall inform Customer (and any relevant Customer Affiliate) in writing within a reasonable time period in advance when the Goods and/or Services are ready for acceptance.

8.3 Customer may enforce any remedy defined in the Contract for any rejected Goods or Services.

9. DELAY

9.1 Supplier will deliver Goods in accordance with any date or time, and at least in accordance with any lead times, specified in the Contract. If the Delivery of Goods or the provision of Services does not comply with the agreed date(s), Customer may:

9.1.1 terminate the Contract in whole or in part;

9.1.2 refuse any subsequent delivery of the Goods or provision of the Services;

9.1.3 recover from Supplier any expenses reasonably incurred by Customer (or any affected Customer Affiliate) in obtaining the Goods and/or Services in substitution from another supplier;

9.1.4 claim damages for any cost, loss, expenses and liquidated damages incurred by Customer (or by any affected Customer Affiliate) which are attributable to Supplier's delay;

9.1.5 claim liquidated damages as agreed in the Contract; and

9.1.6 it is agreed that Customer may select one or more such remedies and recovering costs or damages under any of Clauses 9.1.3 to 9.1.5 shall not exclude Customer from recovering other costs or damages under the other parts of this Clause 9.

10. SUSPENSION OF WORK/CANCELLATION

Customer will have the right to direct Supplier by written notice (or verbal notice confirmed in writing) to suspend all or any part of the work being done pursuant to Customer's purchase order for a period of time not to exceed 90 days. If the work is suspended pursuant to this section, an equitable adjustment will be made for any increase in the time and the cost (exclusive of profit) of Supplier's performance caused by such suspension, and Customer's purchase order will be modified accordingly by written change order signed by both parties. No claim will be allowed under this section unless the claim, in a stated amount, is asserted in writing within 15 days after the termination of the suspension. When the suspension has been terminated, Supplier shall immediately commence performance, notwithstanding the fact that the amount of the adjustment in price, if any, of Customer's purchase order has not been agreed to. Customer may cancel its purchase order at any time for its convenience, in whole or in part, by giving written notice to Supplier. Upon receipt of such cancellation notice, Supplier shall immediately act so that no further costs are incurred, and shall thereafter do only such work as may be necessary to preserve and protect work already in progress and to protect material and equipment at the work site or in transit thereto. All cancellation claims must be submitted by Supplier in writing to Customer's purchasing department within 15 days of the order cancellation date. Customer's sole obligation for cancellation under this section will be to (i) pay Supplier for those goods called for by Customer's purchase order that have been finished up to the date of cancellation and are not standard goods of Supplier, provided that such goods are timely shipped to Customer and accepted, and (ii) reimburse Supplier for costs incurred by Supplier for goods called for by Customer's purchase order that have not been finished up to the date of cancellation and are not standard goods of Supplier. In no event will Customer be responsible for loss of anticipated profit nor will reimbursement exceed the order value.

11. CHANGES

Customer will have the right to make changes to its purchase order, including quantities, specifications and/or delivery schedules, by delivery of a change order to Supplier, but no additional charges will be allowed unless authorized in writing by Customer. If such change order affects delivery or the amount to be paid by Customer, within ten (10) days after its receipt of the change order Supplier shall notify Customer of Supplier's proposal for adjustments to price or schedule (along with sufficient supporting data to justify such adjustments) for Customer's consideration and discussion with Supplier; Supplier's failure to provide such notice on a timely basis will constitute Supplier's agreement to the change order. If the Parties are unable to agree to any adjustments, Customer may either rescind the change order or terminate the purchase order. Any agreement to adjust price or time for delivery will not be binding on Customer unless evidenced by a change order signed by Customer and Supplier.

12. WARRANTY AND REMEDIES

12.1 Notwithstanding payment, passage of title, or prior inspection or test, all goods or services delivered will at all times be subject to Customer's final inspection and testing at its facility, but neither Customer's inspection or testing nor failure to inspect or test will (i) relieve Supplier from full responsibility for furnishing goods and services conforming to the requirements of Customer's purchase order, or (ii) prejudice any claim, right or privilege Customer may have because of defective or unsatisfactory goods or services. Customer reserves the right to reject and return at the risk and expense of Supplier such portion of any shipment that may be defective or fails to comply with specifications without invalidating the remainder of the order. Any goods or services rejected or otherwise not meeting the specified standards may be held for disposition at the expense and risk of Supplier or, at Customer's sole discretion, be returned for credit or promptly replaced or reperformed by Supplier at Supplier's sole expense.

12.2 Supplier warrants that the Goods and/or Services comply with the Contract, including but without limitation to Supplier's responsibilities as defined in Clause 4.1.

12.3 Supplier warrants that the Goods are new and unused at the date of Delivery and remain free from defects during the warranty period.

12.4 The warranty period is twenty-four (24) months from Delivery, or as otherwise set out in the Contract.

12.5 In case of breach of any warranty which is not remedied within forty-eight (48) hours from Customer's notification, or in case of any other breach of the Contract, Customer is entitled to enforce any or all of the following remedies at its discretion and at Supplier's expense:

12.5.1 to give Supplier an opportunity to carry out any additional work necessary to ensure that the Contract is fulfilled;

12.5.2 to require Supplier promptly to repair or replace the defective Goods and/or Services;

12.5.3 to carry out (or to instruct a third party to carry out) any additional work necessary to make the Goods and/or Services comply with the Contract;

12.5.4 to refuse any further Goods and/or Services;

12.5.5 to require Supplier to indemnify and hold harmless Customer (and any relevant Customer Affiliate) for such damages as may have been sustained by Customer (or any Customer Affiliate) as a result of Supplier's breach of the Contract;

12.5.6 to terminate the Contract, and in such event:

12.5.6.1 Customer has no obligation to compensate Supplier (including paying for the Goods and/or Services which have been rejected); and

12.5.6.2 at Customer's option, Supplier shall pay back to Customer any remuneration received from Customer for the Goods and/or Services and take back the Goods at Supplier's own cost and risk; and

12.5.6.3 Customer may source equivalent replacement goods and/or services from an alternative supplier (with any incremental costs incurred in doing so being for Supplier's account).

12.6 In case of a breach of any warranty, the entire warranty period shall be restarted for the defective Goods/Services from the date the remediation is completed to Customer's satisfaction.

12.7 The rights and remedies available to Customer under the Contract are cumulative and are not exclusive of any rights or remedies available at law or in equity.

12.8 Supplier warrants that all goods and services provided pursuant to the Contract will (i) be free of any claim of any nature by any third person and that Supplier will convey clear unencumbered title thereto to Customer, (ii) be of the best quality of their respective kinds and free from all defects in design, material and workmanship (except to the extent Customer provides such design or material), (iii) conform strictly to the specifications, drawings, samples or other requirements (including performance specifications) specified or furnished, and (iv) be merchantable and fit for Customer's intended purposes. This warranty will run to Customer, its successors, assigns, customers, and other users of the goods or services.

12.9 Records of all inspection services by Supplier shall be kept complete and available to Customer during the performance of Customer's purchase order and for such longer periods as may be specified in the Contract or as otherwise required by applicable law.

13. INTELLECTUAL PROPERTY RIGHTS

13.1 Supplier warrants that goods sold and services performed under the Contract do not and will not infringe any valid patent, copyright, trademark, trade secret or any other intellectual property interest owned or controlled by any other person. This section will not apply to the extent that the infringement relates to intellectual property supplied to Supplier by Customer. This section will survive termination, cancellation or expiration of the Contract.

13.2 Subject to Clause 13.3, Supplier hereby grants Customer and its Affiliates, or undertakes to procure that Customer and its Affiliates are granted, a worldwide, irrevocable, transferable, sublicensable, non-exclusive, royalty-free license to use the Intellectual Property Rights in the Goods, including Embedded Software, if any.

13.3 Supplier herewith assigns to Customer (or will assign to Customer's nominated Affiliate) full ownership rights in any Intellectual Property Rights in Goods resulting from the Services.

Supplier further agrees, upon Customer's request and at its cost, to take all further steps necessary to perfect Customer's ownership (or that of its nominated Affiliate) to the Intellectual Property Rights.

13.4 Intellectual Property Rights in any Goods created by or licensed to Supplier prior or outside a Contract (Pre-Existing IPR) will remain vested in Supplier (or the third-party owner). To the extent that Pre-Existing IPR are embedded in any Goods resulting from the Services, Supplier grants, or undertakes to procure that the third party owner grants, Customer and its Affiliates a worldwide, irrevocable, transferable, sub-licensable, non-exclusive, royalty-free license to use the Pre-Existing IPR as part of such Goods, including the right to improve, develop, market, distribute, sublicense or otherwise use such Pre-Existing IPR.

13.5 Supplier must specify in writing and prior to Delivery all open source software contained in or used by Embedded Software, if any, and request Customer's written approval. Supplier agrees to replace at its own cost any open source software components rejected by Customer with software of at least the same quality and functionality. To the extent any Goods contain Embedded Software that is not Customer's property, no title to such Embedded Software shall pass to Customer, and Supplier shall grant Customer, its customers and all other users a non-exclusive worldwide, irrevocable, perpetual, royalty-free right to use, load, install, execute, demonstrate, market, test, resell, sublicense and distribute such Embedded Software as an integral part of such Goods or for servicing the goods (the "Customer-Required License"). If such Embedded Software or any part thereof is owned by a third party, prior to delivery, Supplier shall obtain the Customer-Required License from such third-party owner.

13.6 If any claim is made against Customer (or any Customer Affiliate) that the Goods and/or Services infringe a third party's Intellectual Property Rights, Supplier shall at its cost, but at Customer's discretion: (i) procure for Customer, Customer's Affiliates and Customer's clients, as the case may be, the right to continue using the Goods and/or Services; (ii) modify the Goods and/or Services so they cease to be infringing; or (iii) replace the Goods and/or Services with non-infringing equivalents. Otherwise, Customer is entitled to terminate the Contract and to reclaim all sums which it, or any Customer Affiliate, has paid to Supplier thereunder.

14. COMPLIANCE, INTEGRITY

14.1 Supplier shall provide the Goods and/or Services in compliance with all relevant laws, regulations, and codes of practice.

14.2 Supplier and its subcontractors must comply with the Dodge List of Prohibited and Restricted Substances and report to Customer (and/or any Customer Affiliate operating at the relevant Delivery Location) the substances contained in the Goods. Supplier must also comply with the reporting and other

requirements regarding Conflict Minerals made available upon request or otherwise shall provide Customer (and any relevant Customer Affiliate) with documents, certificates and statements as requested. Any statement made by Supplier to Customer (whether directly or indirectly) with regard to materials used for or in connection with the Goods and/or Services will be deemed to be a representation under the Contract.

14.3 Foreign Purchases - if Customer's purchase order indicates Customer is, or if Customer acts as, Importer of Record, Supplier warrants that all sales made to Customer are or will be made at not less than fair value under applicable anti-dumping or countervailing duty laws. If Customer's purchase order indicates Supplier is, or if Supplier acts as Importer of Record, (i) Customer will not be a party to the importation of the goods, (ii) the transaction(s) represented by Customer's purchase order will be consummated subsequent to importation, and (iii) Supplier will neither cause nor permit Customer's name to be shown as Importer of Record on any customs declaration. Customer will be entitled to all customs duty and import drawback rights, including those provided under United States law, and upon request and where applicable, Supplier shall provide Customer with requested and appropriate documentation, including U.S. Customs Form 7543 entitled "Certificate of Delivery" properly executed to transfer such rights to Customer.

14.4 Supplier represents and warrants that it is and will remain fully compliant with all applicable trade and customs laws, regulations, instructions, and policies, including, but not limited to, satisfying all necessary clearance requirements, proofs of origin, export and import licenses and exemptions from, and making all proper filings with appropriate governmental bodies and/or disclosures relating to the provision of services, the release or transfer of goods, hardware, software and technology, including, but not limited to, those required under the Export Administration Regulations (EAR) and the International Traffic in Arms Regulations (ITAR).

14.5 Supplier represents and warrants that no goods, materials, equipment, components, parts, technology, or services that are included in, incorporated into, or provided in connection with the Goods and/or Services originate in any country or region that is subject to a comprehensive embargo maintained by any government authority that Customer deems, in its sole discretion, may impose penalties or other measures against Customer (a Relevant Government Entity), including, but not limited to, the Office of Foreign Assets Control (OFAC) of the US Department of the Treasury. Such embargoed countries or regions may include, but are not limited to, Cuba, Crimea, Iran, North Korea, and Syria. If any of the Goods and/or Services are or will be subject to export restrictions, it is Supplier's responsibility to promptly inform Customer (and any relevant Customer Affiliate) in writing of the particulars of such restrictions.

14.6 Supplier represents and warrants that it is not a person subject to economic or financial sanctions imposed by a

Relevant Government Entity (a Sanctioned Person), including any person included on the Specially Designated Nationals (SDN) and Blocked Persons List administered by OFAC. Supplier acknowledges that Sanctioned Persons may include persons who are not explicitly included on any sanctions list maintained by a Relevant Government Entity, but also persons who are directly or indirectly owned 50 percent or more in the aggregate by one or more Sanctioned Persons. Supplier further represents and warrants that no Sanctioned Person has any property interest, financial interest, or other interest in the Goods and/or Services and that the provision of the Goods and/or Services shall not involve the transferring, paying, exporting, or withdrawing of any property or interests in property of any Sanctioned Person.

14.7 Supplier represents and warrants that: (a) the Goods and/or Services it provides Customer are not covered telecommunications equipment or services, and (b) the Goods and/or Services it provides Customer do not use covered telecommunications equipment or services, as defined in Section 889(a)(1) of the U.S. National Defense Authorization Act for Fiscal Year 2019 and its implementing regulations. Supplier further represents and warrants that it will notify Customer within one (1) business day in the event Supplier discovers that the Goods and/or Services it provides Customer are or use such covered telecommunications equipment or services.

14.8 Each Party warrants that has not and it will not, directly or indirectly, and that each has no knowledge that other persons will, directly or indirectly, offer, promise or make any payment, gift kickback or other commitment to its customers, to government officials or employees or to agents, directors and employees of each Party, or any other party, for obtaining or rewarding favorable treatment by Customer with respect to the terms, conditions, price, performance or award of a Contract, or in a manner contrary to applicable laws (including but not limited to the U. S. Foreign Corrupt Practices Act, the UK Bribery Act 2010 and, where applicable, legislation enacted by member states and signatories implementing the OECD Convention Combating Bribery of Foreign Officials), and shall comply with all relevant laws, regulations, ordinances and rules regarding bribery and corruption. Nothing in the Contract will render either Party or any of its Affiliates liable to reimburse the other for any such consideration given or promised.

14.9 Supplier herewith acknowledges and confirms that Supplier has received and read Dodge's Supplier Code of Conduct or has been provided information on how to access online. Supplier agrees to perform its obligations in accordance with this Dodge Code of Conduct.

14.10 Dodge has established reporting channels where Supplier and its employees may report suspected violations of applicable laws, policies or standards of conduct; and Supplier shall ensure that such reporting channels are used to report any suspected violations. Please email ethics@dodgeindustrial.com or call 864-297-4800.

14.11 Supplier covenants it shall (i) respect the human rights of its employees, provide a safe and appropriate working environment, eliminate discrimination, and provide equal opportunity in employment; (ii) not tolerate, and cause its suppliers not to tolerate, forced labor, underage labor or illegal alien labor, and comply with applicable laws and regulations of related countries or regions regarding employment terms including wages and working hours; (iii) not have any affiliation with anti-social forces, organizations and movements (including, without limitation, gangsters, criminal organizations and terrorist organizations) and warrants that it will not hold itself out as, or knowingly engage the services of or provide contributions of any form to the same for any reason; (iv) require its suppliers and business partners to agree to accept the same obligations as Supplier has undertaken under this Clause 14.

14.12 Any violation of an obligation contained in Clause 14 (Compliance, Integrity) and its subsections is a material breach of the Contract and entitles the other Party to terminate the Contract with immediate effect and without prejudice to any further rights or remedies available thereunder or at law. Notwithstanding anything to the contrary in the Contract, Supplier shall, without any limitations, indemnify and hold harmless Customer (and any affected Customer Affiliate) for all liabilities, damages, cost or expenses incurred as a result of any such violation and/or termination of the Contract, or arising from export restrictions concealed by Supplier.

14.13 Supplier agrees to comply with all federal, state and local laws, executive orders, rules, regulations and ordinances which are applicable to Supplier's performance of its obligations under the Contract.

14.14 If the Contract is subject to government contracting rules, regulations and procedures, Customer will so state on the face hereof, and if so stated, as a condition to its effectiveness, Supplier shall abide by those requirements incorporated into the Contract, including supplying representations and certifications to Customer as applicable. Supplier agrees to incorporate these government requirements in Supplier's contracts with its sub-suppliers and subcontractors. Additionally, Supplier agrees to certify to Customer, by separate writing, that it complies with the IT/Cyber Security requirements of FAR 52.204-21, DFAR 252.204-7009, and DFAR 252.204-7012. Furthermore, Supplier covenants that it is not debarred, suspended, or proposed for debarment, or otherwise ineligible to perform any contract by any U.S. executive agency or other U.S. governmental entity.

14.15 Customer is an equal opportunity employer and federal contractor or subcontractor. As applicable, the Parties agree that they shall abide by the requirements of Executive Order 11246, as amended by Executive Order 11375 (Equal Employment Opportunity); 38 U.S.C. §4212 (Vietnam Era Veterans Readjustment Assistance Act of 1974); 29 U.S.C. §793 (Section 503 of the Rehabilitation Act of 1973);



and the implementing regulations found at 41 CFR Section 60-1.4(a); 41 CFR Section 60-300.5(a); 41 CFR Section 60-741.5(a); and 29 CFR Part 471, Appendix A to Subpart A, and that these requirements are incorporated herein.

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 or national origin, and notification of employee rights. Additionally, these regulations prohibit employers from discharging, or otherwise discriminating against, employees or applicants who inquire about, discuss, or disclose their compensation or the compensation of other employees or applicants. Moreover, these regulations require that Supplier take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

14.16 Supplier shall notify Customer of all "hazardous materials" (as that term is defined in applicable federal, state and local statutes) and such other identification of materials used in the provision of Services or contained in the Goods as may be required by Customer from time to time, and provide any appropriate special handling instructions. Supplier shall furnish Customer with copies of all applicable "material safety data sheets" for such materials no later than the shipment date under the Contract.

15. CONFIDENTIALITY, DATA SECURITY, DATA

PROTECTION

15.1 Supplier agrees not to make use of or disclose to third parties any data, designs, drawings, specifications and other information furnished to it by Customer, except for Supplier's use thereof in fulfilling Customer's purchase order. Upon completion, cancellation or termination of the Contract Supplier shall return to Customer or destroy all such data, designs, drawings, specifications and other information, including copies made by Supplier, provided that Supplier may retain information pursuant to its computer system back-up policy so long as such information is secured and not used. The Contract is confidential between Customer and Supplier, and none of the details connected with the Contract may be published or disclosed to any third party without Customer's written permission.

15.2 Supplier shall keep in strict confidence all Customer Data and any other information concerning Customer's or its Affiliates' business, their products and/or their technologies which Supplier obtains in connection with the Goods and/or Services to be provided (whether before or after acceptance of the Contract). Supplier shall restrict disclosure of such confidential material to such of its employees, agents or subcontractors or other third parties as need to know the same for the purpose of the provision of the Goods and/or Services to

Customer. Supplier shall ensure that such employees, agents, subcontractors or other third parties are subject to and comply with the same obligations of confidentiality as applicable to Supplier and will be liable for any unauthorized disclosures.

15.3 Supplier shall apply appropriate safeguards, adequate to the type of Customer Data to be protected, against the unauthorized access or disclosure of Customer Data and protect such Customer Data in accordance with the generally accepted standards of protection in the related industry, or in the same manner and to the same degree that it protects its own confidential and proprietary information – whichever standard is higher. Supplier may disclose confidential information to Permitted Additional Recipients (which means Supplier's authorized representatives, including auditors, legal counsel, consultants and advisors) provided always that: (i) such information is disclosed on a strict need-to-know basis; and (ii) such Permitted Additional Recipients sign with Supplier a confidentiality agreement with terms substantially similar hereto or, where applicable, are required to comply with codes of professional conduct ensuring confidentiality of such information. Supplier shall comply with, and ensure that the Permitted Additional Recipients comply with, any security procedure, policy or standard provided to Supplier by Customer or any of its Affiliates from time to time, and in particular with the Dodge Cyber Security Requirements for Suppliers as made available upon request, or as otherwise set out in the Contract. Further, Supplier agrees that all Goods supplied under this Order that include executable binary code shall comply with representations and warranty set forth herein.

15.4 Supplier must not: (i) use Customer Data for any other purposes than for providing the Goods and/or Services; or (ii) reproduce the Customer Data in whole or in part in any form except as may be required by the Contract; or (iii) disclose Customer Data to any third party, except to Permitted Additional Recipients or with the prior written consent of Customer.

15.5 Supplier shall install and update at its own cost adequate virus protection software and operating system security patches for all computers and software utilized in connection with providing the Goods and/or Services.

15.6 Supplier shall inform Customer (and any affected Customer Affiliate) without delay about suspicion of breaches of data security or other serious incidents or irregularities regarding any Customer Data.

15.7 Supplier agrees that Customer (and any affected Customer Affiliate) may provide any information received from Supplier to other Affiliates of Customer and to third parties.

15.8 Any knowledge or information that Supplier has disclosed or may disclose in the future to Customer that relates to the goods or services covered by Customer's purchase order will not, unless otherwise specifically agreed to in writing by Customer, be deemed to be confidential or proprietary

information of Supplier and will be acquired by Customer, free from any restrictions (other than a claim for patent infringement), as part of the consideration for the Contract.

15.9 Protection of Personal Data:

15.9.1 If Customer discloses Personal Data to Supplier, Supplier shall comply with all applicable data protection laws and regulations;

15.9.2 Supplier shall apply appropriate physical, technical and organizational measures to ensure a level of security of Personal Data appropriate to the respective risk and the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;

15.9.3 Supplier will use all reasonable endeavors to deliver the applicable Customer's Privacy Notice (Supplier or Contractor Notice) made available upon request to its employees that will be involved in the delivery of Goods or the provision of Services for Customer;

15.9.4 Supplier agrees that it will not withhold or delay its consent to any changes to this Clause 15 which in Customer's or its Affiliates' reasonable opinion are required to be made in order to comply with applicable data protection laws and regulations and/or with guidelines and advice from any competent supervisory authority, and agrees to implement any such changes at no additional cost to Customer;

15.9.5 Supplier acknowledges that the processing of Personal Data in accordance with the Contract may require the conclusion of additional data processing or data protection agreements with Customer or its Affiliates. To the extent such additional agreements are not initially concluded as part of the Contract, Supplier, its relevant Affiliates or subcontractors shall upon Customer's request promptly enter into any such agreement(s), as designated by Customer and as required by mandatory law or a competent data protection or other competent authority.

16. LIABILITY AND INDEMNITY

16.1 In no event will Customer be liable to Supplier for any indirect, incidental, consequential or punitive damages, or for loss of profits, revenue, or data, whether in an action in contract, tort, strict liability, or otherwise, even if advised of the possibility of those damages. Customer's liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from the Contract or from the performance or breach thereof will in no case exceed the price allocable to the goods or services or unit thereof that give rise to the claim. Customer will not be liable for penalties of any kind. Any action resulting from any breach on the part of Customer must be commenced within one (1) year after the cause of action has accrued and all rights of Supplier to commence any court action or proceeding with respect to the Contract will terminate one (1) year after the cause of action has accrued.

16.2 Supplier shall (i) indemnify, defend and hold harmless Customer, its officers, employees, agents, representatives, successors, assigns, and any of Customer's customers buying or using the goods or services, from and against any and all losses, liabilities, damages, penalties, injuries, claims, demands, actions, suits, costs and expenses (including reasonable attorney and other professional fees and disbursements) of whatsoever kind and nature to the extent caused by or arising from (a) any misrepresentation by Supplier or any breach or default by Supplier in the performance of its obligations under the Contract, (b) any act or omission on the part of Supplier, (c) any defects in goods sold or services provided to Customer pursuant to the Contract, (d) any actual or alleged infringement of patent, copyright, trademark, trade secret or any other intellectual property interest owned or controlled by any other person by reason of buying, selling or using the goods or services supplied under the Contract (except to the extent that the actual or alleged infringement relates to intellectual property supplied to Supplier by Customer), or (e) any claim made by Supplier's employees against Customer, and (ii) assume the defense of any and all such actions or suits and pay all costs and expenses incidental thereto. This indemnity will survive termination, cancellation or expiration of the Contract.

16.3 Supplier is responsible for the control and management of all of its employees, suppliers and/or subcontractors, and it is responsible for their acts or omissions as if they were the acts or omissions of Supplier.

16.4 For the duration of this Order and for a period of six (6) years from the date of delivery of the Goods or performance of the Services, Supplier shall maintain, through insurers with a minimum A.M. Best rating of A- VIII or S&P A or the equivalent in those jurisdictions that do not recognize such rating classification and licensed in the jurisdiction where Goods are sold and/or where Services are performed, the following insurance: (a) Commercial General/Public Liability, on an occurrence form, in the minimum amount of USD \$5,000,000.00 per occurrence with coverage for: (i) bodily injury/property damage; (ii) personal/advertising injury; and (iii) products/completed operations liability, including coverage for contractual liability insuring the liabilities assumed in this Order, with all such coverages in this Clause 16.5 (a) applying on a primary basis, providing for cross liability, not being subject to any self-insured retention and being endorsed to Customer, its Affiliates, directors, officers, agents and employees as additional insureds; (b) Business Automobile Liability Insurance covering all owned, hired and non-owned vehicles used in the performance of this Order in the amount of USD \$2,000,000.00 combined single limit each occurrence; (c) Employers' Liability in the amount of USD \$2,000,000.00 each accident, injury or disease; (d) Property Insurance on an "All-risk" basis covering the full replacement cost value of all of Customer's property in Supplier's care, custody or control, with such policy being endorsed to name Customer as "Loss Payee" as its interests may appear; and (e) appropriate Workers' Compensation Insurance

protecting Supplier from all claims under any applicable Workers' Compensation or Occupational Disease Act. Supplier shall obtain coverage similar to Workers' Compensation and Employers' Liability for each Supplier employee performing work under this Order outside of the U.S. To the extent that this Order is for professional services, Supplier shall maintain Professional/Errors and Omission Liability insurance in the minimum amount of USD \$5,000,000.00 per claim. To the extent that the Goods and/or Services under this Order include executable binary code, Supplier shall maintain Cyber Liability, including Technology Errors & Omissions Liability Insurance, with a minimum limit of USD \$5,000,000 per claim and in the aggregate, covering all Goods including failure of IT security and data privacy breach and software copyright infringement. If any insurance is on a claims-made basis, the retro date must precede the date of issuance of this Order, and Supplier must maintain continuity of coverage for three (3) years following termination, expiration and/or completion of this Order. Insurance specified in subsections 16.5 (a), (b), (c), (d) and (e) shall be endorsed to provide a waiver of subrogation in favor of Customer, its Affiliates and its and their respective employees for all losses and damages covered by the insurances required in such subsections, to the extent not prohibited under applicable law. The application and payment of any self-insured retention or deductible on any policy carried by Supplier shall be the sole responsibility of Supplier. Should Customer be called upon to satisfy any self-insured retention or deductible under Supplier's policies, Customer may seek indemnification or reimbursement from Supplier where allowed by applicable law. Not later than the effective date of the Contract and at least fifteen (15) days prior to the expiration of any of the insurance required herein, Supplier shall provide Customer with a certificate(s) of insurance evidencing that the required minimum insurance is in effect. The certificate(s) of insurance shall reference that the required coverage extensions are included on the required policies. Upon request by Customer, copies of endorsements evidencing the required additional insured status, waiver of subrogation provision and/or loss payee status shall be attached to the certificate(s) of insurance. Acceptance of such certificate(s), which are not compliant with the stipulated coverages, shall in no way whatsoever imply that Customer has waived its insurance requirements, or any other obligations set forth herein. The above-referenced insurance limits can be met either via each policy or via a combination of these policies and an excess/umbrella liability insurance policy.

16.5 Customer reserves the right to set off any claims under a Contract against any amounts owed to Supplier.

17. TERMINATION

17.1 Customer may terminate the Contract for convenience in whole or in part by giving Supplier thirty (30) calendar days written notice. In such event, Customer shall pay to Supplier the value of the delivered but unpaid Goods and/or Services (provided that such Goods and/or Services otherwise comply with the Contract) and proven direct costs reasonably incurred

by Supplier for undelivered Goods and/or Services, however in no event more than the price for the Goods and/or Services agreed under the Contract. No further compensation will be due to Supplier.

17.2 In the event of Supplier's breach of the Contract, Customer is entitled to terminate the Contract in accordance with Clause 12.5.

17.3 Customer may terminate the Contract with immediate effect by notice in writing in the event that: (i) an interim order is applied for or made, or a voluntary arrangement approved, or a petition for a bankruptcy order is presented or a bankruptcy order is made against Supplier; or (ii) any circumstances arise which entitle the court or a creditor to appoint a receiver or administrator or to make a winding-up order; or (iii) other similar action is taken against or by Supplier by reason of its insolvency or in consequence of debt; or (iv) there is a change of control of Supplier.

17.4 Upon termination Supplier shall immediately and at Supplier's expense return to Customer (or Customer's Affiliate) all Customer or Customer Affiliate property (including any Customer Data, documentation, and transfer of Intellectual Property Rights) then under Supplier's control and provide Customer (or its nominated Affiliate) with the complete documentation about the Goods and/or Services.

17.5 Unless otherwise agreed in writing by Customer, all drawings, sketches, blueprints, specifications, designs, models, tools, molds, jigs, dies, patterns and other material and information furnished or paid for by Customer pursuant to the Contract and any materials affixed or attached thereto will be and remain the property of Customer and shall be delivered to Customer or otherwise disposed of in accordance with Customer's instructions. Such property, and whenever practical each individual item thereof, shall be plainly marked or otherwise adequately identified by Supplier as property of Customer and shall be safely stored separately from the property of Supplier and its other customers. Supplier shall not substitute any property for Customer's property and shall not use such property except in filling Customer's orders. Supplier assumes all risk and liability for loss of or damage to Customer's property in its custody or control, except for normal wear and tear, and shall insure such property at its own expense for an amount at least equal to the replacement cost thereof, with loss payable to Customer, and such property will be subject to removal at Customer's written request in which event Supplier shall prepare such property for shipment and shall redeliver it to Customer in the same condition as originally received by Supplier reasonable wear and tear excepted, at Supplier's expense. Such property while in Supplier's custody or control shall be held free of any liens at Supplier's expense.

18. FORCE MAJEURE

18.1 Neither Party (nor any Customer Affiliate receiving the Goods and/or Services) will be liable for any delay or failure to

perform its obligations under a Contract if the delay or failure results from an event of Force Majeure. Force Majeure means an event that was not foreseeable by the affected Party (or Customer Affiliate) at the time of execution of the Contract, is unavoidable and outside the reasonable control of the affected Party (or Customer Affiliate), provided that it cannot overcome such event despite all reasonable efforts, and that it provides notice to the other Party (and, in the case of Supplier being affected, to any relevant Customer Affiliate) within five (5) calendar days from occurrence of the Force Majeure event.

18.2 If a Force Majeure event exceeds thirty (30) calendar days, either Party may terminate the Contract forthwith by written notice without liability. Each Party shall use reasonable efforts to minimize the effects of the Force Majeure event.

19. ASSIGNMENT AND SUBCONTRACTING

19.1 Supplier may neither assign, nor novate, transfer, encumber or subcontract the Contract, nor any parts thereof (including any monetary receivables from Customer) without prior written approval of Customer.

19.2 Customer may assign, novate, transfer, subcontract or deal in any other manner with the Contract, in whole or in part, at any time, and on more than one occasion thereof to its Affiliates, or to any successor-in-interest or title which acquires that part of Customer's group of companies' business to which the relevant Contract relates (and such transferee may do the same).

20. NOTICES

Any notice must be given duly signed by registered mail, courier, fax or by e-mail to the address of the relevant Party as stated in the Contract and/or to such other address as such Party may have notified in writing (including Customer Affiliates operating at relevant Delivery Locations). E-mail and fax require written confirmation of the receiving Party. Supplier's reply, correspondence, information or documentation related to the Contract must be provided in the language used in the Contract.

21. WAIVERS

21.1 Failure to enforce or exercise any term of the Contract does not constitute a waiver of such term and does not affect the right later to enforce such or any other term therein contained.

21.2 No waiver of any term or condition of the Contract will be effective unless the waiver is in writing signed by an authorized representative of the party to be charged.

21.3 The rights and remedies provided in the Contract will not be exclusive and are in addition to any other rights and remedies provided by law.

22. GOVERNING LAW AND DISPUTE SETTLEMENT

22.1 The Contract is governed by the laws of or State of New

York, including the Uniform Commercial Code adopted therein, but excluding the provisions of the United Nations Convention on International Sale of Goods and excluding New York law with respect to conflicts.

22.2 If Customer and Supplier are registered in the same country, any dispute arising in connection with the Contract which cannot be settled amicably shall be submitted for resolution to the jurisdiction of the State Courts of New York or the U. S. District Court for the Southern District of New York.

22.3 If Customer and Supplier are registered in different countries, any dispute arising in connection with the Contract which cannot be settled amicably shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance therewith. Place of arbitration shall be Customer's place of registration. The language of the proceedings and of the award shall be English.

22.4 Dispute Resolution - the Parties agree that before, and as a condition precedent to, the initiation of any legal action or proceeding, all claims, controversies, and disputes ("Disputes") arising out of or in relation to the performance, interpretation, application or enforcement of the Contract, including any breach thereof, the following process must be completed: (i) in the event of a Dispute, the Parties' respective project representatives familiar with the issue shall schedule a meeting (by telephone or in person) to discuss the Dispute and to attempt in good faith to resolve it; (ii) if the Dispute is not resolved within 15 days, then as promptly as practicable an executive officer of Customer and an executive officer of Supplier shall meet (by telephone or in person) to discuss and attempt in good faith to resolve the Dispute; (iii) if after such discussions, either of the Parties conclude that no amicable resolution of the Dispute is possible, then the Parties can pursue any available legal or equitable remedy or proceeding.

23. SEVERABILITY

The invalidity or unenforceability of any term of the Contract will not adversely affect the validity or enforceability of the remaining terms. The Contract will be given effect as if the invalid or unenforceable term had been replaced by a term with a similar economic effect.

24. SURVIVAL

24.1 Provisions of the Contract which either are expressed to survive its termination or from their nature or context it is contemplated that they are to survive such termination will remain in full force and effect notwithstanding such termination.

24.2 The obligations set forth in Clauses 12 (Warranty and Remedies), 13 (Intellectual Property Rights), 15 (Confidentiality, Data Security, Data Protection) and 16 (Liability and Indemnity) exist for an indefinite period of time and survive cancellation, expiration or termination of the Contract for any reason.

25. ENTIRETY

25.1 The Contract (incorporating these Dodge GTC), and any documents incorporated into an Order or other agreement (including by reference) constitute the entire agreement between the Parties and replaces any prior agreement between them with regard to its subject.

25.2 No modification of these terms will be valid or enforceable unless set forth in writing duly executed by authorized representatives of each Party.

25.3 For the avoidance of doubt, any terms and conditions set out, or referenced, in any other document shall not apply, nor form part of any Contract.

26. RELATIONSHIP OF PARTIES

26.1 The relationship of the Parties is that of independent parties dealing at arm's length and nothing in the Contract may be construed to constitute Supplier as an agent or employee of Customer (or of any Customer Affiliate) or so as to have any kind of partnership with Customer or any Customer Affiliate, and Supplier must not represent itself as or act on behalf of Customer or its Affiliates.

26.2 The Contract does not imply any employment relationship between Customer (or any Customer Affiliate), and Supplier, or between Customer (or any Customer Affiliate) and Supplier's employees assigned to the execution of the Contract. Customer and its Affiliates remain free of any responsibility or liability for labor, social security or taxes with respect to Supplier and its employees assigned to the execution of the Contract.

26.3 Neither Party may bind, nor represent itself as having the authority to bind, the other Party.

26.4 Supplier shall be responsible for all compensation and benefits payable to its employees and contractors, and all tax obligations with respect thereto. Customer will not be deemed to be a co-employer of Supplier's employees.

27. ELECTRONIC SIGNATURE

The Parties acknowledge electronic signature (e. g. Adobe Sign), applied by authorized persons, to be sufficient and binding for any documents related to the Contract, including, without limitation, documents for which the Contract requires written form, or which require to be signed by the Parties.