



## Sales Terms & Conditions

### (Standard Sales Terms & Conditions)

#### 1. MODIFICATIONS of SALES TERMS

Terms and Conditions contained in any purchase order or other form of communication from Dodge Mechanical Power Transmission Company Inc.'s customers, which are additional to or different from these Terms and Conditions, shall be deemed rejected by Dodge Mechanical Power Transmission Company Inc. unless expressly accepted in writing.

#### 2. ACCEPTANCE of ORDERS

All sales by Dodge Mechanical Power Transmission Company Inc. are made under and expressly limited to the Terms and Conditions set forth herein. Acceptance shall be in writing or by the beginning of performance hereunder. Terms and conditions contained in any purchase order or other writing submitted by Buyer shall be of no force and effect, regardless of any provisions to the contrary in any such purchase order or other writing. Dodge Mechanical Power Transmission Company Inc.'s failure to take exception to the terms and conditions embodied in any purchase order or other writing shall not be construed as a waiver of the above provisions.

#### 3. QUOTATIONS

Acceptance of a quotation by Dodge Mechanical Power Transmission Company Inc. to offer goods for sale subject to these Terms and Conditions is expressly limited to forty five (45) days from the date the quotation is issued by Dodge Mechanical Power Transmission Company Inc.

Purchase orders submitted by Buyer for the goods quoted by Dodge Mechanical Power Transmission Company Inc. shall constitute acceptance of these Terms and Conditions. All purchase orders will be subject to approval by Dodge Mechanical Power Transmission Company Inc.





#### 4. PRICES and PRICE CHANGES

All prices are net FCA (Incoterms 2020) shipping point and are subject to change without notice. In the event of a change in Dodge Mechanical Power Transmission Company Inc.'s prices, the price for product not shipped will be the price in effect on the date of shipment. If Dodge Mechanical Power Transmission Company Inc.'s quoted price was based upon delivery to and acceptance by Buyer of a specified quantity of product, such price shall be subject to adjustment if Buyer does not accept the quantity at the times specified in Dodge Mechanical Power Transmission Company Inc.'s quotation, and Buyer will be invoiced at Dodge Mechanical Power Transmission Company Inc.'s standard price without quantity discounts, if any, for the quantity of equipment actually accepted by Buyer. All prices and terms of sale are subject to correction for error.

#### 5. TAXES

In addition to any prices, Buyer shall pay the amount of any present or future manufacturer's tax, retailer's occupation tax, use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between Dodge Mechanical Power Transmission Company Inc. and Buyer. In the event Dodge Mechanical Power Transmission Company Inc. is required to pay any such tax, fee or charge, Buyer shall reimburse Dodge Mechanical Power Transmission Company Inc. for the full amount of the payment. Buyer shall provide Dodge Mechanical Power Transmission Company Inc. at the time the order is submitted with an exemption certificate or other document acceptable to the authority imposing such tax, fee or charge.

#### 6. TERMS of PAYMENT

All orders are subject to the approval of Dodge Mechanical Power Transmission Company Inc. Except as otherwise provided, terms are payment net 30 days from the date of the invoice. If, during the period of performance of an order, the financial condition of Buyer is determined by Dodge Mechanical Power Transmission Company Inc. not to justify the terms of payment specified, Dodge Mechanical Power Transmission Company Inc. may demand full or partial payment in advance before proceeding with the work, or satisfactory security or guarantees that invoices will be promptly paid when due, or, at its





option without prejudice to other lawful remedies, may defer delivery or cancel the order. If Buyer defaults in any payment when due, or in the event any voluntary or involuntary bankruptcy or insolvency proceedings involving Buyer are initiated by or against Buyer, then the entire order price shall immediately become due and payable upon demand, or Dodge Mechanical Power Transmission Company Inc., at its option, and without prejudice to its other lawful remedies, may defer delivery or cancel the order.

Payment Terms - All published prices are cash prices, net 30 days with approved credit. Purchasing card and credit card payments are accepted and processed at time of shipment and are subject to credit pricing.

On orders of \$100,000 or more, the standard method of payment will be progressive deposits.

Nothing contained herein shall be construed as authorizing the Buyer to delay or withhold any payment or payments beyond the due date for any goods or products sold under the provisions of the Order. It is expressly understood that all claims on the part of the Buyer or of any other party are separate and shall have no bearing on the obligation of the Buyer to make payments for the goods sold under these Terms and Conditions. If Buyer shall fail to make any payment to Dodge Mechanical Power Transmission Company Inc. within the time provided, a service charge shall accrue monthly from the due date at the maximum rate allowed by applicable law until full payment has been made. In addition to the accrual of such service charge, Buyer shall be liable for all other losses, damages or expenses directly incurred by Dodge Mechanical Power Transmission Company Inc. as a result of Buyer's failure to make timely payment, including, but not limited to, reasonable attorney's fees incurred with the collection of said payments.

## 7. DELIVERY - RISK OF LOSS

All sales are FCA (Incoterms 2020) point of shipment designated by Dodge Mechanical Power Transmission Company Inc.





Shipping dates are estimates only which are not guaranteed and are contingent upon prompt receipt from Buyer of all necessary shipping and other information.

Delivery of product to a commercial carrier at Dodge Mechanical Power Transmission Company Inc.'s plant or other agreed loading point shall constitute delivery to Buyer, and any risk of loss and further cost and responsibility thereafter for claims, delivery, loss or damage, including, if applicable, placement and storage, shall be borne by Buyer. Claims for shortages or other errors in delivery must be made in writing to Dodge Mechanical Power Transmission Company Inc. within ten (10) days after delivery of shipment. Failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by Buyer.

Dodge Mechanical Power Transmission Company Inc. will use its best efforts to maintain shipping schedules. However, UNDER NO CIRCUMSTANCES SHALL DODGE MECHANICAL POWER TRANSMISSION COMPANY INC. BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANTICIPATED PROFITS resulting from any delay in shipment or delivery, nor shall the failure to deliver goods within the time specified constitute a default. The responsibility of Dodge Mechanical Power Transmission Company Inc. for proper delivery ceases upon delivery of the goods to the carrier, or other agreed delivery point. Any storage costs incurred by Dodge Mechanical Power Transmission Company Inc. for the storage of goods delayed in shipment at the request of the Buyer shall be paid promptly by the Buyer when invoiced by Dodge Mechanical Power Transmission Company Inc. In all cases, Buyer shall bear the risk of loss or damage from the shipping point, and the Buyer shall be responsible for the filing of all claims with the carrier.

#### **8. DELAYS - CAUSES BEYOND DODGE'S CONTROL**

Dodge Mechanical Power Transmission Company Inc. shall not be liable for any ordinary, incidental, or consequential loss or damage as a result of delay in or failure of delivery or installation due to (i) any cause beyond Dodge Mechanical Power Transmission Company Inc.'s reasonable control, (ii) an act of God, act of the Buyer, embargo or other government act, authority, regulation or request, fire, theft, accident, epidemic, pandemic, strike, slowdown or other labor disturbance, war, riot, delay in transportation, or (iii) inability to obtain necessary labor, materials, components, or facilities. Should any



of the events of force majeure occur, Dodge Mechanical Power Transmission Company Inc., at its option, may cancel Buyer's order with respect to any undelivered product or extend the delivery date for a period equal to the time lost because of delay. Notice of such election shall be given promptly to Buyer. In the event Dodge Mechanical Power Transmission Company Inc. elects to so cancel the order, Dodge Mechanical Power Transmission Company Inc. shall be released of and from all liability for failure to deliver the product, including, but not limited to, any and all claims on behalf of Buyer for lost profits, or any other claim of any nature which Buyer might have. If shipping or progress of the work is delayed or interrupted by Buyer, directly or indirectly, Buyer shall pay for all additional charges resulting therefrom.

#### 9. SHIPPING/HANDLING CHARGES

Shipments are FCA (Incoterms 2020) Seller's factory, or other agreed point of shipment. Shipping/handling will be collect or prepaid and billed as a separate item on the equipment invoice on the basis of Dodge Mechanical Power Transmission Company Inc.'s current shipping/handling policies.

#### 10. ELECTRONIC ORDERS

Orders placed hereunder by Buyer may be transmitted electronically and, in such event, such orders shall be subject to the terms and conditions contained herein. Electronic orders include orders submitted via Electronic Data Interchange (EDI), System-to-System, and the PTplace eCommerce website.

#### 11. DEFAULT

Should Buyer default on its obligations under this Agreement and the default matter is placed with an attorney for collection or repossession of equipment, Buyer agrees to reimburse attorney fees and court costs incurred by Dodge Mechanical Power Transmission Company Inc. in connection therewith.

#### 12. PRODUCT CHANGES

Dodge Mechanical Power Transmission Company Inc. may, at any time and without notice, make changes (whether in design, material, improvements or otherwise) in any catalog goods, and may



discontinue the manufacture of any catalog goods, without incurring any obligations of any kind as a result thereof.

### 13. CHANGES

Buyer may, with the express written consent of Dodge Mechanical Power Transmission Company Inc. make changes in the specifications for equipment or work covered by the contract. In such event the contract price and delivery dates may be adjusted. Dodge Mechanical Power Transmission Company Inc. shall be entitled to payment for reasonable profit plus costs and expenses incurred by it for work and materials rendered unnecessary as a result of such changes and for work and materials required to effect said changes.

### 14. CANCELLATION

No order submitted to Dodge Mechanical Power Transmission Company Inc. may be cancelled by Buyer without the prior written consent of Dodge Mechanical Power Transmission Company Inc., which consent will at all times be conditioned on Buyer's agreement to pay Dodge Mechanical Power Transmission Company Inc.'s cancellation charge. For finished product, which in Dodge Mechanical Power Transmission Company Inc.'s judgment is readily resalable to others, the cancellation charge shall be 15% of the invoice price of the equipment. For all other cancellations, the cancellation charge shall amount to all costs and expenses incurred by Dodge Mechanical Power Transmission Company Inc. and arising out of or in connection with Buyer's order, net of recoverability, but in no event less than 10% of the invoice price of the product or more than the invoice price.

### 15. INTERNATIONAL SALES

Dodge Mechanical Power Transmission Company Inc. acknowledges that the parties hereby expressly exclude the application of the Convention on Contracts for the International Sale of Goods to this Agreement or any Purchase Order issued in connection with this Agreement.





## 16. DRAWINGS - OTHER DESIGN DATA

All specifications, drawings, designs, data, information, ideas, methods, tools, gages, dies, fixtures, patterns and/or inventions made, conceived, developed or acquired by Dodge Mechanical Power Transmission Company Inc. in connection with procuring and/or executing Buyer's order will vest in and inure to Dodge Mechanical Power Transmission Company Inc.'s sole benefit, notwithstanding any charges therefore which may have been or may be imposed by Dodge Mechanical Power Transmission Company Inc. Buyer shall not give, loan, exhibit, sell or transfer to any person not then employed by Buyer and authorized to receive such information, or to any organization or entity, any drawing, photograph or specification furnished by Dodge Mechanical Power Transmission Company Inc. or reproduction thereof which may enable such person, organization or entity to furnish similar goods or parts therefore.

## 17. RETURN of PRODUCTS

No product or part shall be returned to Dodge Mechanical Power Transmission Company Inc. without written authorization and shipping instructions first having been obtained from Dodge Mechanical Power Transmission Company Inc.

## 18. ASSIGNMENT and SUBCONTRACTING

None of the Buyer's rights under any order shall be assigned by the Buyer to any other person, whether by operation of law or otherwise, without Dodge Mechanical Power Transmission Company Inc.'s prior written approval. Dodge Mechanical Power Transmission Company Inc. may, without the necessity of obtaining Buyer's prior written consent, subcontract the production of all or any portion of the product.

## 19. WARRANTIES

All Dodge Mechanical Power Transmission Company Inc. products are warranted against defects in Dodge Mechanical Power Transmission Company Inc.'s workmanship and materials.





## 20. WARRANTY PERIOD

Dodge Mechanical Power Transmission Company Inc. standard products are warranted for 12 months from the date of manufacture. Some Dodge Mechanical Power Transmission Company Inc. products may be warranted for a longer period of time, and the warranty period for those products will be set forth in a separate Limited Warranty and Service Policy, as applicable.

## 21. WARRANTY REMEDIES

If a Dodge Mechanical Power Transmission Company Inc. product is defective due to Dodge Mechanical Power Transmission Company Inc.'s workmanship or materials and the defect occurs during the warranty period, Dodge Mechanical Power Transmission Company Inc. will, in its discretion, either repair the product or replace it with a new one, whichever Dodge Mechanical Power Transmission Company Inc. believes to be appropriate under the circumstances. Dodge Mechanical Power Transmission Company Inc. is not responsible for removal or shipping of the product to the service center, the reinstallation of the product upon its return to the customer, or any incidental or consequential damages resulting from the defect, removal, reinstallation, shipment or otherwise. Warranty service is available for all Dodge Mechanical Power Transmission Company Inc. products from Dodge Mechanical Power Transmission Company Inc.'s designated Customer Service Center.

Exclusions - This warranty does not:

(i) apply and shall be void with respect to product operated in excess of rated capacity or otherwise not in accordance with installation, maintenance, or operating instructions or requirements, to product repaired or altered by others than Dodge Mechanical Power Transmission Company Inc. or Dodge Mechanical Power Transmission Company Inc.'s authorized service agencies, or to product which was subjected to abuse, negligence, misuse, misapplication, accident, and/or damages by circumstances beyond Dodge Mechanical Power Transmission Company Inc.'s control, to improper installation (if by others than Dodge Mechanical Power Transmission Company Inc.), operation, maintenance or storage, or to other than normal use or service, and

(ii) apply to product or components not manufactured by or for Dodge Mechanical Power Transmission Company Inc. With respect to product or components not manufactured by Dodge Mechanical Power







Transmission Company Inc., Dodge Mechanical Power Transmission Company Inc.'s warranty obligations shall in all respects, and to the extent assignable, conform and be limited to the warranty actually extended to Dodge Mechanical Power Transmission Company Inc. by its suppliers, but in no event shall Dodge Mechanical Power Transmission Company Inc.'s obligations be greater than those provided under Dodge Mechanical Power Transmission Company Inc.'s Warranty as set forth in this section.

EXCEPT FOR THE EXPRESS WARRANTY SET FORTH ABOVE, DODGE MECHANICAL POWER TRANSMISSION COMPANY, INC. DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. NO OTHER WARRANTY, EXPRESS OR IMPLIED, WHETHER OR NOT SIMILAR IN NATURE TO ANY OTHER WARRANTY PROVIDED HEREIN, SHALL EXIST WITH RESPECT TO THE GOODS SOLD UNDER THE PROVISIONS OF THESE TERMS AND CONDITIONS. ALL OTHER SUCH WARRANTIES ARE HEREBY EXPRESSLY WAIVED BY THE BUYER. The warranty stated herein is the sole warranty of Dodge Mechanical Power Transmission Company Inc., and no other affirmations or promises made by Dodge Mechanical Power Transmission Company Inc. shall be deemed to create an express or implied warranty. Dodge Mechanical Power Transmission Company Inc. has not authorized anyone to make any representations or warranties other than the warranty contained herein.

## 22. INDEMNIFICATION BY BUYER

Buyer shall indemnify, hold harmless, and defend Dodge Mechanical Power Transmission Company Inc. and Dodge Mechanical Power Transmission Company Inc.'s employees and agents, from and against any and all damages, liability, claims, losses, and expenses (including reasonable attorneys' fees, court costs, and out-of-pocket expenses) arising out of or resulting in any way from claims by customers of Buyer or third parties against Dodge Mechanical Power Transmission Company Inc. alleging a breach of contract or warranty by Dodge Mechanical Power Transmission Company Inc.

## 23. PATENT RIGHTS

Dodge Mechanical Power Transmission Company Inc. warrants that the use of the goods delivered hereunder will infringe no claim of any U.S. patent covering the goods themselves; but does not warrant against infringements by reason of the use thereof in combination with other material or in the



operation of any process. If Dodge Mechanical Power Transmission Company Inc. is subject to any claims or charges of patent infringement within the meaning of this paragraph, Buyer, or any party in privity with Buyer, agrees to hold harmless and indemnify Dodge Mechanical Power Transmission Company Inc., its successors and assigns, against any and all such claims, demands, and suits, including all damages, expenses and attorney's fees, resulting from such claims, demands, and suits.

#### 24. REGULATORY LAWS AND/OR STANDARDS

Dodge Mechanical Power Transmission Company Inc. takes reasonable steps to keep its products in conformity with various nationally recognized standards and such regulations as may affect its products; however, Dodge Mechanical Power Transmission Company Inc. recognizes that its products are utilized in many regulated applications and that from time to time standards and regulations are in conflict with each other.

Dodge Mechanical Power Transmission Company Inc. makes no promise or representation that its product will conform to any federal, state or local laws, ordinances, regulations, codes or standards, except as particularly specified and agreed upon for compliance in writing as a part of the contract between Buyer and Dodge Mechanical Power Transmission Company Inc. Dodge Mechanical Power Transmission Company Inc. prices do not include the cost of any related inspections or permits or inspection fees.

#### 25. EXPORT CONTROL

(a) Buyer represents and warrants that the goods, services and/or products provided hereunder and the "direct product" thereof are intended for civil use only and will not be used, directly or indirectly, for the production of chemical or biological weapons or of precursor chemicals for such weapons, or for any direct or indirect nuclear end use. Buyer agrees not to disclose, use, export or re-export, directly or indirectly, any information provided by Dodge or the "direct product" thereof as defined in the Export Control Regulations of the United States Department of Commerce, except in compliance with such Regulations.

(b) If applicable, Dodge shall file for a U.S. export license, but only after appropriate documentation for the license application has been provided by Buyer. Buyer shall furnish such documentation within a



reasonable time after purchase order acceptance. Any delay in obtaining such license shall suspend performance of this Agreement by Dodge. If an export license is not granted or, if once granted, is thereafter revoked or modified by the appropriate authorities, this Agreement may be canceled by Dodge without liability for damages of any kind resulting from such cancellation. At Dodge's request, Buyer shall provide to Dodge a Letter of Assurance and End-User Statement in a form reasonably satisfactory to Dodge.

## 26. NUCLEAR LIMITATION OF USE

The products sold pursuant to this Agreement are not for use in or with any nuclear facility unless specifically so stated in Dodge Mechanical Power Transmission Company Inc.'s Quotation. If Dodge Mechanical Power Transmission Company Inc.'s Quotation does expressly acknowledge that Dodge Mechanical Power Transmission Company Inc.'s equipment is to be used in or with a nuclear facility, Dodge Mechanical Power Transmission Company Inc.'s Special Nuclear Conditions will be attached hereto and shall control.

Buyer accepts the responsibility for insuring that the equipment is not used in violation of this limitation and Buyer shall indemnify and hold Dodge Mechanical Power Transmission Company Inc. harmless from any and all liability (including such liability resulting from Dodge Mechanical Power Transmission Company Inc.'s negligence) arising out of said improper use.

## 27. LIMITATIONS OF LIABILITY - CONSEQUENTIAL DAMAGES

Disclaimer of Damages - UNDER NO CIRCUMSTANCES SHALL DODGE MECHANICAL POWER TRANSMISSION COMPANY INC. BE LIABLE OR RESPONSIBLE IN ANY MANNER WHATSOEVER FOR ANY INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANTICIPATED PROFITS RESULTING FROM THE DEFECT, REMOVAL, REINSTALLATION, SHIPMENT OR OTHERWISE UNDER ANY THEORY OF RECOVERY, INCLUDING BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. Damages not recoverable shall include, but not be limited to, loss of profits or revenues, loss of use of the product or associated equipment, cost of substitute equipment, facilities, down time costs, increased construction costs or claims of Buyer's customers or contractors for such damages.





## 28. LIMITATION OF LIABILITY

Dodge Mechanical Power Transmission Company Inc. shall not be liable for any loss, claim, expense or damage caused by or arising out of the acts or omissions of Buyer or third parties, whether negligent or otherwise. In no event shall Dodge Mechanical Power Transmission Company Inc.'s liability for any cause of action whatsoever exceed the cost of the item giving rise to the claim, whether based in contract, warranty, indemnity, or tort (including negligence). Any suit arising hereunder (except for actions arising from Buyer's failure to pay for products, goods and/or services) must be commenced within one (1) year from the date the cause of action accrues. Except to the extent expressly provided herein, Dodge Mechanical Power Transmission Company Inc. shall not indemnify any party.

## 29. NO RESPONSIBILITY FOR GRATUITOUS INFORMATION OR ASSISTANCE

If Dodge Mechanical Power Transmission Company Inc. provides Buyer with assistance or advice which concerns any parts/products/service supplied hereunder or any system or equipment in which any such part/product/service may be installed and which is not required pursuant hereto, the furnishing of such assistance or advice shall not subject Dodge Mechanical Power Transmission Company Inc. to any liability, whether based in contract, warranty, tort (including negligence) or otherwise.

## 30. GOVERNING LAW

These Terms and Conditions, and the contract of sale between Dodge Mechanical Power Transmission Company Inc. and Buyer, shall be governed by and construed in accordance with the laws of the State of South Carolina, but without regard to its conflicts of law provisions. Buyer agrees to the jurisdiction of any state or federal court located in Greenville County, South Carolina and waives any arguments or defenses based upon personal jurisdiction, venue and forum non conveniens. Dodge Mechanical Power Transmission Company Inc. represents that its products will be produced in compliance with the Fair Labor Standards Act of 1938 as amended.

## 31. APPLICABILITY

The Terms and Conditions as stated herein are applicable as of the date of this printing and until such time as changed by Dodge Mechanical Power Transmission Company Inc.





### 32. PROPRIETARY MATERIALS

Dodge Mechanical Power Transmission Company Inc. reserves to itself copyrights and other intellectual property rights on all quotations, drawings, manuals, instructions or any other information or data provided to Buyer. Such materials shall remain the property of Dodge Mechanical Power Transmission Company Inc. and shall not be disclosed to any other third party without Dodge Mechanical Power Transmission Company Inc.'s prior written permission. If requested, Buyer shall return all items to Dodge Mechanical Power Transmission Company Inc. and certify, in writing, that all copies thereof have been destroyed.

### 33. SEVERABILITY

The provisions of these Terms and Conditions are severable and, once accepted, if any provision herein shall be held unenforceable or invalid, such invalidity shall not affect any other provision contained herein.

### 34. WAIVER

Dodge Mechanical Power Transmission Company Inc.'s failure to insist on performance of any of these Terms and Conditions herein or to exercise any right or privilege or the waiver of any breach hereunder shall not thereafter waive any other terms, conditions, or privileges, whether of the same or similar type.

### 35. ENTIRE AGREEMENT

The Terms and Conditions shall become effective upon acceptance. It is expressly understood and agreed by the Buyer and Dodge Mechanical Power Transmission Company Inc. that this document (together with Buyer's purchase order, if any, or any separate document to which these Terms and Conditions may be attached) constitute the full understanding of the parties, a complete allocation of the risks between them, and the final and entire agreement between them. Any other Terms and Conditions, whether contained in any purchase order, invoice, acknowledgement or any other document, which may vary from any term of condition contained herein shall not be made except with the written consent of both Dodge Mechanical Power Transmission Company Inc. and Buyer.





### 36. US GOVERNMENT CONTRACTS

(a) This Article 36 applies only if the transaction relates to the direct or indirect sale to any agency of the U.S. government and/or is funded in whole or in part by any agency of the U.S. government.

(b) Buyer agrees that all goods, products and services provided by Dodge meet the definition of “commercial-off-the-shelf” (“COTS”) or “commercial item” as those terms are defined in Federal Acquisition Regulation (“FAR”) 2.101. Buyer agrees, consistent with FAR 12.212, that commercial computer software and commercial computer software documentation are licensed under Dodge’s Software License. To the extent the Buy America(n) Act, Trade Agreements Act, or other domestic preference requirements are applicable to this Agreement, the country of origin of Equipment is unknown unless otherwise specifically stated by Dodge in this Agreement. Buyer agrees any Services offered by Dodge are exempt from the Service Contract Act of 1965 (FAR 52.222-41). The version of any applicable FAR clause listed in this Article 36 shall be the one in effect on the effective date of this Agreement.

(c) If Buyer is an agency of the U.S. Government, then as permitted by FAR 12.302, Buyer agrees that all paragraphs of FAR 52.212-4 (except those listed in 12.302(b)) are replaced with these Terms and Conditions. Purchaser further agrees the subparagraphs of FAR 52.212-5 apply only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the Agreement price.

(d) If Buyer is procuring the goods, products or services as a contractor, or subcontractor at any tier, on behalf of any agency of the U.S. Government, then Buyer agrees that FAR 52.212-5(e) or 52.244-6 (whichever is applicable) applies only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the purchase order price.

### 37. DATA PROTECTION

(a) The parties agree that the protection of Personal Data is very important. If Buyer discloses Personal Data to Dodge, Dodge shall comply with all applicable data protection laws and regulations. Buyer shall comply with all applicable data protection laws and regulations in respect of any Personal Data it receives from Dodge in the course of receiving the goods, products or services.





(b) The parties agree that neither will withhold or delay its consent to any changes to this clause which are required to be made in order to comply with applicable data protection laws and regulations and/or with guide-lines and order from any competent supervisory authority, and their application to the goods, products or services from time to time, and agrees to implement any such changes at no additional cost to the other party.

(c) The parties acknowledge that the processing of Personal Data in accordance with this purchase order may require the conclusion of additional data processing agreements or additional data protection agreements. If and to the extent such additional data processing agreements or additional data protection agreements are not initially concluded as part of the purchase order, the parties shall, and shall ensure that their relevant affiliates or subcontractors shall, upon the other's request promptly enter into any such agreement with an affiliate, as designated by the other party and as required by mandatory law or a competent data protection or other competent authority.

