

TERMS AND CONDITIONS

1. **DEFINITIONS:** “**Buyer**” means Achates Power, Inc., a Delaware corporation. “**Supplier**” means any vendor or contractor supplying goods and/or services under the applicable purchase order (such purchase order, along with the Terms and Conditions, collectively, this “**Purchase Order**”).

2. **BUYER’S TERMS GOVERN:** By acceptance of this Purchase Order or delivery of any of the goods and/or services described in this Purchase Order (such goods or services (including, without limitation, any documents or other deliverables related thereto), collectively, the “**Equipment**”), Supplier agrees this Purchase Order is the complete and exclusive statement of the agreement between Buyer and Supplier relating to the Equipment and, as of its date, supersedes all prior and contemporaneous agreements, negotiations, representations and proposals, written or oral. Neither party shall be bound by or liable to the other party for any representation, promise or inducement made by any agent or person which is not embodied in this Purchase Order. Acceptance of this Purchase Order is expressly limited to the terms and conditions of this order and none of Supplier’s terms and conditions shall apply in acknowledging this order or in the acceptance of this Purchase Order. Any proposal to insert additional or different terms or any attempt by Supplier to vary any of the terms and conditions of this Purchase Order in Supplier’s acceptance is hereby rejected. No revision of this Purchase Order or any of the terms or conditions shall be valid unless made in writing and signed by an authorized representative of Buyer. Supplier shall be deemed to have accepted if it either (i) delivers the Equipment or (ii) accepts any payment for any Equipment purchased under this Purchase Order. Acceptance by Buyer of any Equipment shall not constitute acceptance of Supplier’s terms and conditions.

3. **PRICES:** Supplier represents that prices quoted to or paid by Buyer shall not exceed current prices charged to any other customer of Supplier for items which are the same or substantially similar to the Equipment at quantity provided hereunder, and Supplier will forthwith refund any amounts paid by Buyer in excess of such price.

4. **PAYMENT:** Unless otherwise specified on the Purchase Order, Supplier shall submit an invoice for the entire purchase price upon receipt of Buyer’s notice of acceptance or after acceptance pursuant to the last sentence of the Section entitled Acceptance. Invoices shall be submitted to: Achates Power, Inc., 4060 Sorrento Valley Blvd., San Diego, CA 92121,

Attention: Accounts Payable. All invoices must contain the following: Purchase Order number; Supplier name and address; manufacturer, device/model and description; serial number for each component where applicable; and price per line item and extended totals. Time for payment will be computed from date of final acceptance of the Equipment purchased hereunder or from date of receipt by Buyer of a correct invoice or voucher, whichever is later. Any prompt payment discount Supplier offers Buyer shall be determined using the date Buyer receives a correct invoice. Payment shall be deemed made, for the purpose of earning the discount, per the mailing date of Buyer’s check.

5. **DELIVERY:** (a) Supplier shall (i) ship all Equipment via carrier of Supplier’s choice, freight and insurance prepaid; (ii) shall deliver D.A.P. at the site specified on the Purchase Order as the “**Installation Site**” (or any other delivery point specified on the Purchase Order) by the date specified on the Purchase Order as the Delivery Target Date; (iii) complete installation by the date specified on the Purchase Order as the Installation Target Date; and (iv) carry property insurance covering loss or damage while the Equipment is in transit of an amount not less than the value thereof. If the Equipment sustains any loss or damage, Supplier shall use all efforts to expedite and otherwise secure replacement equipment in accordance with the Delivery Target Date. (b) Unless the Purchase Order expressly provides for delivery of the Equipment to a site other than the site specified on the Purchase Order as the Installation Site, the Equipment shall be installed at the Installation Site and the price quoted shall reflect all purchase, delivery and installation costs. Supplier shall notify Buyer in writing when the Equipment is installed at the Installation Site. (c) This Section shall not apply when the Equipment solely consists of services.

6. **TITLE:** Supplier shall be responsible for and shall bear any and all risk of loss or damage to the Equipment until delivery to the Installation Site (or any other delivery point specified on the Purchase Order). Upon such delivery, title to the Equipment (other than software) and risk of loss or damage to the Equipment shall pass to Buyer; provided, however, that Supplier shall bear any loss or damage, whenever occurring, which results from Supplier’s inadequate packaging, crating or installation performance. Title to software supplied under this Purchase Order (the “**Software**”) remains with Supplier. Supplier, effective upon delivery of the Software to Buyer, grants, or shall procure for, Buyer a perpetual, non-exclusive, worldwide, royalty-free

license to use and modify the Software for any legal purpose. Without limiting the foregoing, such license includes the right to copy the Software for operational, test and development, training, backup and archival purposes, whether the source code or the object code of the Software.

7. ACCEPTANCE: (a) For Equipment delivered to an Installation Site: During the 30-day period commencing upon the date on which the Equipment is installed (“**Installation Date**”), Buyer shall perform whatever acceptance tests on the Equipment it may wish (including, without limitation, processing Buyer’s work commercially in production) to confirm that the Equipment is in good condition and working order, conforming in all material respects to performance levels and technical specifications described in Supplier’s sales literature, documentation and manuals and to specifications included in this Purchase Order. Upon confirmation of the foregoing, the Equipment shall be deemed to be “**Operative.**” Buyer shall notify Supplier in writing of its acceptance or rejection of Equipment. If Buyer discovers during acceptance testing that any Equipment fails to pass such acceptance tests, Buyer shall notify Supplier of the deficiencies. Supplier, at its own expense, shall modify, repair, adjust or replace such Equipment to make it Operative within 15 days from the date of Buyer’s deficiency notice. Then, Buyer may perform additional acceptance tests for a period not to exceed 30 days from the date Supplier delivered or installed the modification, repair, adjustment or replacement. If such Equipment, in Buyer’s judgment, still fails to pass such acceptance tests at the end of such 30-day period, Buyer may invoke the procedures of the Section entitled Dispute Resolution, terminate this Purchase Order, in part as to the defective Equipment only or in whole, as Buyer determines, by providing Supplier written notice of rejection and termination, or again follow the procedures of this paragraph. The Equipment shall be deemed accepted 90 days after Buyer’s latest notice of Equipment deficiencies, or, if none, the Installation Date, if Buyer does not notify Supplier in writing either of acceptance or rejection. (b) For Equipment delivered at any site other than an Installation site: All shipments of the Equipment shall be subject to inspection by and approval of Buyer after arrival of such Equipment at the delivery point specified on this Purchase Order, taking into consideration, if there be delays in inspection, the nature of the Equipment and the nature of Buyer’s business. If Supplier’s Equipment is rejected, in whole or in part, by Buyer by reason of Supplier’s failure to comply with any of the terms, conditions and/or specifications contained herein, Buyer, after

so notifying Supplier in writing, may either (i) return the rejected portion for such disposal as Supplier shall indicate, without invalidating the remainder of this Purchase Order, or (ii) reject the entire shipment of such Equipment and cancel this Purchase Order for any undelivered balances of Equipment.

8. CHANGE ORDERS: By written order, signed by Buyer’s authorized representative, Buyer may order work suspension or make changes in quantities, drawings, designs, specifications, place of delivery or delivery schedules, methods of shipment and packaging, and Equipment specified hereunder. If any such change causes an increase or decrease in the price of the Equipment to be furnished or the time of performance thereof, Supplier shall promptly notify Buyer and the amount of any price adjustment shall be equitably adjusted within 30 days after the date of the change order. Supplier shall continue to perform the requested change and the remaining shipments of services under this Purchase Order during any period in which such an adjustment is being negotiated or any dispute is being resolved.

9. WARRANTY: (a) Supplier warrants that: (i) the Equipment shall be Operative during the period specified on the Purchase Order as the Warranty Period, which shall commence on the first business day following the day on which Buyer advises Supplier it has, or on which Buyer is deemed to have, accepted the Equipment (“**Acceptance Date**”), and in full compliance with all applicable laws and regulations (including, without limitation, all building and safety codes applicable to such Equipment at the Installation Site); (ii) Supplier will at time of sale of the Equipment to Buyer have clear and marketable title to each item of the Equipment, and that Supplier can and shall convey a clear and marketable title to, or the right to license, the Equipment (other than the Software) to Buyer upon the terms of this Purchase Order; (iii) Supplier will at the time of license of the Software to Buyer have clear and marketable title to the Software, and that the license to Buyer is free and clear of liens and claims; (iv) the sale, licensing or use of any Equipment or any part thereof furnished under this Purchase Order shall not infringe upon any patent, copyright, trade secret or other proprietary right of any third party; (v) the Equipment furnished hereunder will be merchantable and fit for the ordinary use and purposes intended by Buyer and any particular purposes disclosed by Buyer to Supplier; and (vi) Supplier has full power and authority to grant the rights herein granted without the consent of any other person. Supplier will indemnify Buyer and hold it harmless from and against any loss, cost, liability or expense (including, without limitation,

reasonable attorneys' fees and allocated cost of Buyer's in-house counsel) arising out of any breach or claimed breach of this warranty. (b) Buyer shall give Supplier written notice of any breach of the above warranties and in addition to such other rights and remedies as Buyer may have or as may be provided herein, Buyer may either by such written notice (i) require prompt correction or replacement of any of such items found by Buyer to be in breach of the above warranties or (ii) retain any of such items found by Buyer to be in breach of the above warranties; whereupon the order price thereof shall be reduced by an equitable amount and Supplier shall promptly make appropriate repayment. When return correction or replacement is required, Buyer shall return the items, and transportation charges and risk of loss for such items while in transit shall be borne by Supplier. If Supplier refuses or fails to correct or replace promptly the nonconforming items, Buyer may by contract or otherwise correct or replace them with similar items and charge Supplier the cost occasioned to Buyer thereby. (c) If any Equipment or part, thereof furnished under this Purchase Order, becomes or in Buyer's or Supplier's reasonable opinion is likely to become, the subject of any claim, suit, or proceeding for infringement of any patent, copyright, trade secret or other proprietary right of any third party, or if a court of competent jurisdiction determines that such Equipment, any part or the services it provides infringes on any patent, copyright, trade secret or other proprietary right of any third party, Supplier, at Supplier's own expense, shall take the following actions in the listed order of preference: (i) secure for Buyer the right to continue using the Equipment or part, or if such efforts are unavailing; (ii) replace or modify the Equipment or part to make it noninfringing; provided, however, that such modification or replacement shall not degrade the operation or performance of the Equipment; or if such efforts are unavailing; or (iii) remove such Equipment or part and refund all payments made by Buyer to Supplier in whatever form and in any way related to such Equipment or part made under this Purchase Order, less a reasonable monthly rental charge equal to one sixtieth (1/60) of the amount Buyer paid for Equipment and parts under this Purchase Order for each whole month of Buyer's use after the Acceptance Date. (d) All warranties referred to herein shall be in addition to warranties provided or implied by law and/or any warranty which Supplier offers to any other of its customers for the same type or kind of goods or services purchased hereunder.

10. ACCESS AND INSURANCE: Buyer shall afford Supplier reasonable access to the Equipment

for installation and repair, subject to the security regulations existing at the Installation Sites. Supplier's employees, agents and contractors obtaining access to the Equipment to perform installation or maintenance service shall submit to Buyer's usual security processing, if so requested, and comply with Buyer's security regulations. Buyer may require fingerprinting and background investigation of all personnel having regular access to Buyer's secure areas. When this Purchase Order requires performance by Supplier's employees on Buyer's premises, Supplier shall carry and maintain Worker's Compensation and Employer's Liability Insurance covering Supplier's employees in accordance with statutory requirements applicable to the place where the services are to be performed, and such other insurance coverage as may be required to insure against losses or damages to Buyer's personnel, customers, property or other contractor's personnel or property caused by Supplier's activities. Supplier shall indemnify and hold Buyer harmless from and pay any and all losses, costs, settlements and damages (including, without limitation, reasonable attorneys' fees and allocated cost of Buyer's in-house counsel) attributable to Supplier's failure to carry any insurance required hereunder.

11. TERMINATION: (a) Buyer may delay the delivery date of some or all of the Equipment or may cancel this Purchase Order by written notice to Supplier (i) up to 30 days prior to the Delivery Target Date without charge and (ii) within 30 days before such Delivery Target Date for a restocking or handling charge, imposed by Supplier, at its option, but not to exceed 10% of the price, for Equipment on the canceled order. Supplier shall within 30 days of receipt of notice of such cancellation refund any prepayment(s) made by Buyer. (b) If any of Buyer's prior payments and deposits under this Purchase Order exceed the cancellation or delay charges and other amounts due under this Purchase Order, Supplier shall refund the balance to Buyer. (c) If (i) either party fails to observe, keep or perform any material term or condition of this Purchase Order, (ii) a voluntary or involuntary proceeding is commenced by or against either party under applicable bankruptcy, moratorium, reorganization, liquidation or insolvency law or a party becomes insolvent, (iii) any substantial part of either party's property is made subject to any levy, seizure, assignment, application or sale for or by any creditor or governmental agency, or (iv) either party has been asked by the other party to give reasonable assurances of its performance under this Purchase Order because the other party has reason to be insecure in respect of such party's performance and such party has failed to

give such assurances, the other party may suspend its performance or terminate this Purchase Order in whole or in part. The party who suspends or seeks to terminate this Purchase Order shall give the other party written notice of any of the foregoing claimed to be a basis for termination, and this Purchase Order shall terminate 5 days after receipt of the notice if the party receiving the notice has then failed to correct or remedy the situation. (d) In the event that Buyer terminates this Purchase Order in whole or in part for any of the reasons set forth in Section 11(b), and whether or not Buyer has in fact terminated all or only a part of this Purchase Order, Buyer, in addition to receiving so much of the price as has been paid, may procure, upon such terms and in such manner as Buyer may deem appropriate, Equipment similar to that as to which this Purchase Order terminated and Supplier shall be liable to Buyer for any costs in excess of the purchase price for such similar equipment, and Supplier shall, in addition, be liable to Buyer for any incidental and consequential damages sustained or incurred by Buyer as a result thereof (but less any costs or expenses saved by Buyer in consequence of Supplier's breach). (e) All provisions of this Purchase Order which by their nature must survive termination in order to achieve the fundamental purposes of this Purchase Order and the provisions of the Sections entitled Title, Warranty, Indemnity, Attorney's Fees, Limitation of Liability, Miscellaneous and Dispute Resolution shall survive any termination of this Purchase Order. Licenses granted pursuant to this Purchase Order shall survive termination of this Purchase Order unless terminated by Buyer, at its option.

12. INTELLECTUAL PROPERTY: Supplier acknowledges and agree that all developments and work product delivered to Buyer under this Purchase order and any and all intellectual property rights embodied therein (collectively, "**Work Product**") shall be considered to be "work made for hire" and shall be owned exclusively by Buyer. To the extent that any Work Product does not constitute a "work made for hire" under applicable law or exclusive ownership of any Work Product is not fully and effectively vested in Buyer, Supplier hereby assigns to Buyer any and all right, title and interest in such Work Product. Unless otherwise agreed in writing by Supplier and Buyer, all right, title and interest in any inventions, developments, improvements or modifications of or for the Equipment created or developed by Buyer, whether solely or jointly with Supplier, shall be exclusively owned by Buyer. Any designs, manufacturing drawings or other information submitted by Supplier to Buyer shall remain the exclusive property of Buyer. Supplier

shall not, without Buyer's prior written consent except as may be necessary for the performance of work required to be done under this Purchase Order, copy or disclose such information to a third party. Supplier agrees to execute such further assignments and take such further actions as may be deemed necessary by Buyer to effectuate the intent of this Section.

13. DISPUTE RESOLUTION: (a) The following procedure will be adhered to in all disputes arising under this Purchase Order which the parties cannot resolve informally. The aggrieved party shall notify the other party in writing of the nature of the dispute with as much detail as possible about the alleged deficient performance of the other party. Representatives of Supplier and Buyer shall meet (in person or by telephone) within 7 days after the date of the written notification to reach an agreement about the nature of the deficiency and the corrective action to be taken by the parties. Such representatives shall produce a report about the nature of the dispute in detail to their respective management. If such representatives cannot agree on corrective action, the managers to whom such representatives report or their successors ("**Management**") shall meet or otherwise act to facilitate an agreement within 14 days after the date of the written notification. If Management cannot resolve the dispute or agree upon a written plan or corrective action to do so within 7 days after their initial meeting or other action, or if the agreed-upon completion dates in the written plan of corrective action are exceeded, either party may request arbitration as provided for in this Purchase Order. (b) Any controversy or claim between or among the parties (including, without limitation, those arising out of or related to this Purchase Order and any claim based on or arising from an alleged tort), shall at the request of a party be determined by arbitration. The arbitration shall be resolved exclusively by binding arbitration in San Diego, California by a single arbitrator in accordance with the United States Arbitration Act (Title 9, U.S. Code) under the auspices and rules of the American Arbitration Association then in effect, and judgment may be entered on the award of any court of competent jurisdiction. Each party shall be entitled to a reasonable amount of prehearing discovery as allowed by the Arbitrator but may only serve a single request for the production of documents, provided that the discovery process shall not exceed 60 days. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the

controversy or claim to arbitration if another party contests such action for judicial relief. (c) No provision of this Section shall limit the right of a party to this Purchase Order to obtain provisional or ancillary remedies from a court of competent jurisdiction before, after, or during the pendency of any arbitration. The exercise of a remedy does not waive the right of either party to resort to arbitration.

14. INDEMNITIES: (a) Each of Supplier and Buyer hereby indemnifies the other from any claim or damages due to the injury or death of any person, or the loss or damage to real or personal property, resulting from the willful or negligent acts, misconduct or omissions of the indemnifying party, its agents or employees. (b) At Supplier's expense, Supplier shall defend or settle any claim, suit or proceeding against Buyer on the issue of infringement of any patent, copyright, trade secret or other proprietary right of any third party by any Equipment or part furnished under this Purchase Order. Supplier shall indemnify and hold Buyer harmless from and pay any and all losses, costs and damages (including, without limitation, royalties and license fees, reasonable attorneys' fees and allocated cost of Buyer's in-house counsel) attributable to such claim, suit or proceeding. Buyer shall give Supplier prompt notice of, and the parties shall cooperate in, the defense of any such claim, suit or proceeding (including, without limitation, appeals, negotiations and any settlement or compromise thereof), provided that Buyer shall approve the terms of any settlement or compromise. This indemnity shall not extend to any claim of infringement resulting from Buyer's unauthorized modification of Equipment or from use or incorporation of Equipment in a manner for which it was not designed with products not provided by Supplier or by or for Buyer with Supplier's approval.

15. LIMITATION ON LIABILITY: Neither party shall be liable to the other for any special, indirect, consequential or exemplary damages (including, without limitation, lost profits), even if the parties have knowledge of the possibility of such damages, except as to a claim arising under any indemnity agreement in this Purchase Order.

16. FORCE MAJEURE: No failure, delay or default in performance of any obligation of a party to this Purchase Order shall constitute an event of default or a breach of this Purchase Order, to the extent that such failure to perform, delay or default arises out of a cause, existing or future, that is beyond the control and without negligence of the party otherwise chargeable with failure, delay or default (including, without limitation: action or inaction of

governmental, civil or military authority; fire; strike; lockout or other labor dispute, flood; war; riot; theft; earthquake; natural disaster; act, negligence or default of the other party). If any performance date under this Purchase Order is postponed or extended pursuant to this Section for longer than 60 days, Buyer may terminate Supplier's right to render further performance after the effective date of termination, by written notice given during the postponement or extension, without liability for that termination.

17. CONFIDENTIALITY: All information of a material nature disclosed by either party to the other for the purpose of work pursuant to the terms of this Purchase Order, or which comes to the attention of either party or its employees, officers, agents or advisors ("**Representatives**") during the course of such work, shall be "**Confidential Information.**" Confidential Information is proprietary information that constitutes a valuable asset to the party disclosing or originally possessing it and includes all technical information contained in documents, drawings, publications, specifications, schedules and the like received by Supplier from Buyer for the performance of this Purchase Order. Supplier also acknowledges that Buyer, as a Buyer, has a responsibility to its customers to keep their records strictly confidential. Supplier and its Representative shall keep strictly confidential any Buyer customer records which are disclosed or of which it or they become aware. Each party shall take the steps to protect all other Confidential Information which it takes to protect its own confidential and proprietary information of a similar nature and in no instance shall Confidential Information be transmitted, reproduced, used or disclosed to any person or organization by Supplier (except as may be necessary for the performance of work required to be done under this Purchase Order) without express prior written approval of Buyer. This Section will in no way limit either party's ability to satisfy any governmentally required disclosure of its relationship with the other party, or Buyer's ability to satisfy any requests or demands generated by any regulatory authority or Buyer's attorneys or auditors. If any item furnished by Supplier (or plan, design or specification for producing the same) has been specifically designed, developed or modified by Supplier for Buyer at Buyer's request and expense, then no such item, plan, design or specification shall be duplicated or furnished to others by Supplier without Buyer's prior written consent and copyright in respect of the same shall vest in Buyer. All copies of such item including originals (or plan, design or specification for producing the same), and all of Buyer's written

Confidential Information shall be returned to Buyer upon request or upon termination or expiration of this Purchase Order. Supplier shall not use Buyer's name or refer to Buyer directly or indirectly in any advertising, sales presentation, news release, release to any professional or trade publication or for any other purposes without Buyer's prior written approval.

18. **COMPLIANCE WITH LAWS:** Supplier shall comply with all applicable laws, regulations and ordinances as they relate to this Purchase Order and the Equipment, and all local planning and safety laws governing the Equipment. If a charge of noncompliance with those laws or regulations is brought against Supplier in connection with this Purchase Order or the Equipment Supplier provides pursuant to it, Supplier shall promptly notify Buyer of the charge in writing. Supplier shall immediately remedy the noncompliance, and failure to do so shall be a material breach of this Purchase Order.

19. **TAXES:** Supplier represents and warrants that it will comply with all federal, state and local laws and regulations with respect to the collection and remittance of all sales, income, excise, property, or other applicable taxes. Supplier agrees to indemnify Buyer for any and all liabilities, losses, damages, expenses or claims which result from any failure hereunder by Buyer (including, without limitation, interest or penalties paid by or on behalf of Buyer resulting from any such failure). Buyer shall pay or reimburse Supplier for sales and use taxes imposed by governmental authorities in the country in which the Installation Site is located. The price specified herein shall include all fees and expenses and any federal, state or local property, license, privilege, sales, use, excise, gross receipts, or other like taxes which may now or hereafter be applicable to, measured by, or imposed upon or with respect to the Equipment. Supplier's prices herein include any customs duties and other importation or exportation fees, if any, applicable to Supplier's importation into the United States and the rates thereof in effect on the date hereof. Supplier agrees to pay any such fees, expenses or taxes not quoted in its price herein that may arise in connection herewith. Supplier shall be liable for all other governmental charges levied, imposed or assessed on the Equipment or services supplied to Buyer, excluding, however, ordinary personal property taxes assessed against or payable by Buyer, taxes based upon Buyer's net income and Buyer's corporate franchise taxes. Supplier shall furnish Buyer with invoices showing separately itemized amounts due under this Section. If Buyer pays or reimburses Supplier under this Section,

Supplier hereby assigns and transfers to Buyer all of its rights, title and interest in and to any refund for taxes paid. Any claim for refund of taxes against the assessing authority may be made in the name of Buyer or Supplier, or both, at Buyer's option. Buyer may initiate and manage litigation brought in the name of Buyer or Supplier, or both, to obtain amounts paid under this Section. Supplier shall cooperate fully with Buyer in pursuing any refund claims (including, without limitation, any related litigation or administrative procedures).

20. **ATTORNEYS' FEES:** If a legal action or arbitration proceeding is commenced in connection with the enforcement of this Purchase Order, with any dispute or with any instrument or agreement required under this Purchase Order, the prevailing party shall be entitled to attorneys' fees actually incurred (including, without limitation, allocated costs for in-house counsel), costs and necessary disbursements incurred in connection with such action or proceeding, as determined by the court or arbitrator.

21. **CHANGES:** No changes, amendments or modifications of any of the terms or conditions of this Purchase Order shall be valid unless made by an instrument in writing signed by both parties.

22. **GOVERNING LAW:** This Purchase Order and any controversy relating to this Purchase Order shall be governed by the internal laws and not the laws regarding conflicts of laws of the State of California, U.S.A. The United Nations Convention on the International Sale of Goods is expressly excluded and shall not apply.

23. **SUBSTANCE IN PRODUCTS:** Supplier shall not supply Buyer with any products containing materials listed in the Global Automotive Declarable Substance List ("**GADSL**") in its current version at www.gadsl.org. Supplier will notify Buyer in writing before the delivery of any products containing a GADSL substance. Such writing shall include specification of the GADSL substance providing an identification number (e.g., CAS) and an up-to date safety sheet relating to the GADSL product to be supplied. Buyer shall have the right, at its sole discretion, to either accept or reject delivery of a GADSL product. Supplier further agrees to indemnify Buyer for any liability relating to Supplier's non-compliance with the above directives or damages that arise from such non-compliance.

24. **CALIFORNIA TRANSPARENCY IN SUPPLY CHAINS ACT:** Under the California Transparency in

Supply Chains Act, large manufacturers and retailers that do business in the State of California are required to disclose their efforts to eradicate slavery and human trafficking from their direct supply chain. Consistent with such law and Buyer's expectation that all of its suppliers comply with such law, Supplier represents that it has taken, and covenants that it shall continue to take, actions to eliminate slavery and other forms of forced labor, child labor, and human trafficking from Buyer's supply chain. Without limiting the foregoing, Supplier shall permit Buyer to conduct audits of Supplier to evaluate its compliance with Buyer's standards for trafficking and slavery in supply chains and Supplier hereby certifies that materials incorporated into the Equipment comply with laws regarding slavery and human trafficking in the country or countries in which they are doing business (including, without limitation, forced labor and child labor).

25. UN GLOBAL COMPACT: Buyer attaches importance to social responsibility as part of corporate activities and participates in the United Nations Global Compact initiative. The initiative is based on 10 fundamental principles of business conduct in the areas of human rights, labor, the environment and anti-corruption, all of which are intended to make globalization more socially and ecologically beneficial and prevent corruption. Consistent with such initiative and Buyer's expectation that all of its suppliers comply with such initiative, Supplier represents that it has taken, and covenants that it shall continue to take, actions such fundamental principles. More information on the United Nations Global Compact initiative can be found at: <http://www.unglobalcompact.org>.

26. ITAR: Supplier understands that, by reason of this Purchase Order, Supplier may be provided with technical data that is controlled by the United States International Traffic in Arms Regulations ("ITAR"). Under ITAR, technical data may not be released or

disclosed (including, without limitation, oral or visual disclosure) to persons other than citizens, nationals or lawful permanent residents of the United States. Supplier accepts all legal responsibility for any violation of ITAR committed by Supplier and its employees and agents pertaining to technical data provided by Buyer. Supplier also agrees to notify Buyer immediately of any ITAR violations that occur.

27. MISCELLANEOUS: No delay, failure or waiver of either party's exercise or partial exercise of any right or remedy under this Purchase Order shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy. If any provision of this Purchase Order is held invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall in no way be affected or impaired thereby. Unless this Purchase Order expressly provides otherwise (as indicated both by nature and amount provided for in Supplier's quotation), Supplier shall not assign, delegate or subcontract all or any portion of this Purchase Order without the prior written consent of Buyer. Any attempted assignment or delegation or subcontracting without Buyer's prior written consent shall be ineffectual and void. Section headings are included for convenience only and are not to be used to construe or interpret this Purchase Order. The remedies under this Purchase Order shall be cumulative and not exclusive, and the election of one remedy shall not preclude pursuit of other remedies. In arbitration a party may seek any remedy generally available under the governing law. This Purchase Order may be executed by the parties in one or more counterparts, and each of which when so executed shall be an original, but all such counterparts shall constitute one and the same instrument.