



Direct Conditions of Purchase

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Direct Conditions of Purchase

The following terms and conditions apply to all sales by Supplier to Buyer:

1. DEFINITIONS

- a. **"Affiliate"** means any entity that Controls, is Controlled by or is under common Control with a party. As used in this definition of Affiliates, **"Control"** and its corollaries Controls and Controlled mean having the power, directly or indirectly, to direct the management and policies of the entity, including through ownership of a substantial portion of voting shares, by contract, or otherwise.
- b. **"ASN"** means an advanced shipping notice.
- c. **"Blanket Purchase Agreement"** means the document released through iSupplier that lists Products and prices and includes these Direct Conditions of Purchase. This may also be called the Global Blanket Purchase Agreement, BPA, or GBPA.
- d. **"Buyer"** means the entity listed on an Order as Buyer.
- e. **"Buyer Tooling"** means tools, equipment, or materials owned by Buyer.
- f. **"Claim(s)"** means any claim or allegation, including for death, personal injury or property damage, expenses, liability, fine, demand, royalties, judgment (including settlements) and all related costs (including legal professional fees and costs).
- g. **"Contract"** means Orders and these Conditions of Purchase.
- h. **"Commitment Weeks"** means the period during which Buyer has a firm obligation to purchase from Supplier.
- i. **"Confidential Information"** means all technical and other information and material furnished by Buyer or jointly developed by Buyer and Supplier and all information and material that Supplier develops under this Contract for Buyer. The terms and existence of this Contract are included in Confidential Information.
- j. **"Force Majeure Event"** means any event or circumstance that is beyond the reasonable control of a Party, in the absence of any fault or negligence by that Party, and which by its nature could not have been foreseen or avoided by such Party. Supplier's economic hardship, labor strike, or other work stoppage, scarcity of materials or parts and changes in market conditions are not Force Majeure Events.
- k. **"Importer of Record"** means the Party who is responsible for ensuring that Products are imported in accordance with the law of the place into which they are imported. Importer of Record is responsible for filing legally required documents.
- l. **"Including"** or its corollaries **include** or **includes**, means including but not limited to.
- m. **"Material Breach"** means a breach of the Contract by Supplier that gives Buyer the immediate right to terminate the Contract immediately and without notice to Supplier.
- n. **"Nonconforming Product"** means Product that is defective in design, materials or workmanship, not compatible or appropriate for the application used by Buyer, or otherwise to be not in conformity with this Contract, including any applicable specifications, samples, drawings, designs, plans, instructions or delivery instructions or dates. Nonconforming Product includes Product that is not suitably packaged, or is without appropriate paperwork, labels, or other required shipment information.
- o. **"Order"** means a Blanket Purchase Agreement or Shippable Order.
- p. **"Products"** means the raw materials, components, finished goods, or other products and/or Service Parts identified on an Order for purchase by Buyer from Supplier including components, assemblies and accessories.
- q. **"Representatives"** means a party's directors, officers, employees, representatives, successors, assigns, Affiliates and customers.
- r. **"Service Parts"** means parts used by Buyer or its customer(s) as a consumable or in the repair of a finished good. These are Products when listed on an Order.



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- s. **“Shippable Order”** means a document issued by GEA through iSupplier that requires shipment of Products from Supplier and lists required delivery dates. Shippable Orders are tiled “Standard Purchase Order,” “Standard PO,” or “Blanket Release.”
- t. **“Supplier”** means the entity listed on the first page of this purchase order as supplier. All references to Supplier include Supplier Personnel and Representatives when performance under this Contract is by Supplier’s Personnel or Representatives.
- u. **“Supplier Personnel”** means Supplier’s employees, agents, representatives or subcontractors that perform work or Supplier’s contractual obligations on behalf of or at the direction of Supplier.
- v. **“Sub-Suppliers”** means Supplier’s sub-suppliers and Supplier’s service providers.

2. ACCEPTANCE AND TERMS AND CONDITIONS

- a. Supplier agrees to be bound by and to comply with this Contract, including any documents referenced herein, and all Product specifications. Copies of documents referenced in this Contract and Product specifications are available at Supplier’s request. This Contract will be deemed accepted by Supplier upon written acceptance or commencement of performance of the work specified in an Order. This Contract is not an acceptance by Buyer of any Supplier offer to sell, quotation, or proposal and reference in this Contract to any Supplier communication or document is not a modification of this Contract or an agreement by Buyer to be bound by Supplier’s offer, quotation or proposal. **UNLESS OTHERWISE AGREED TO IN WRITING, THIS CONTRACT CONSTITUTES THE SOLE AGREEMENT BETWEEN BUYER AND SUPPLIER RESPECTING PRODUCTS SPECIFIED IN AN ORDER AND BUYER HEREBY OBJECTS TO AND REJECTS ANY ADDITIONAL OR DIFFERENT TERMS.**
- b. Supplier agrees to participate in all of Buyer’s electronic commerce applications and initiatives, including iSupplier, upon Buyer’s request. The Parties expressly waive any right to object to the validity, effectiveness or enforceability of any writing submitted through any electronic commerce application including, without limitation, hearsay and best evidence rules.

3. FORECAST SCHEDULING AND BUYER’S COMMITMENT TO PURCHASE

- a. Supplier shall sell Products to Buyer pursuant to this Contract. Buyer will issue Orders using iSupplier.
- b. Buyer will make forecasts available to Supplier in iSupplier to identify the quantities of Products that Buyer anticipates it might order in the future but are not yet confirmed and shippable. The forecasts are offered to Supplier for planning purposes. Buyer will issue Shippable Orders to Supplier using iSupplier. Supplier must buy materials and plan its production to produce Products so that, upon Buyer’s issuance of a Shippable Order, Supplier will be ready to ship Products.
- c. Buyer will identify the Commitment Weeks for each Product on the BPA. Supplier should use the Commitment Weeks as its lead time for production planning and ordering raw materials. Forecasts beyond Commitment Weeks are not, in any way, a commitment to order Products, work-in-progress, or raw materials and are provide solely as a courtesy estimate from Buyer.
- d. Supplier shall not ship to the forecast within the Commitment Weeks until Buyer has issued a Shippable Order. Supplier must prepare Products under a Shippable Order to meet the applicable delivery date. Buyer may exercise any remedies provided by this Contract or law if delivery is delayed for any reason not directly caused by Buyer, including delay resulting from Supplier’s failure to procure raw materials or prepare production to meet the applicable need-by or shipment ready date in the Shippable Order.
- e. Buyer is obligated to purchase:
 - i. all forecasted Products that fall within the Commitment Weeks but that are not yet covered by a Shippable Order to the extent the forecasted Products have already been produced by Supplier; or



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- ii. the raw materials that would be used to fabricate those forecasted Products within the Commitment Weeks, to the extent the Products have not yet been manufactured; or
 - iii. the work-in-progress, to the extent that Supplier has begun manufacturing Products within the Commitment Weeks but has not yet completed the manufacturing; or
 - iv. any combination of subsections (i)-(iii) above, to the extent each is applicable.
- f. Buyer shall notify Supplier if it will no longer purchase the forecasted quantities in the Commitment Weeks. Upon this notification, Supplier will stop work and provide Buyer with up-to-date information on its production of the forecasted Products in the Commitment Weeks, including quantities of unused raw materials unique to those Products, work-in-progress, and finished production of those Products. Buyer may elect to purchase Products, raw materials, or work-in-progress, as applicable, as described in (e)(i-iii) above.
- g. Products shipped without a Shippable Order or in advance or in excess of the Commitment Weeks may be (i) returned to Supplier or (ii) kept by Buyer. Supplier will be responsible for all Buyer's costs incurred under this Section, including warehousing, storage, and handling.

4. CHANGES

- a. Buyer may make changes to an Order at any time. Those may include changes to design, specifications, materials, packaging, shipping date, time or place of delivery. If Supplier believes that a change affects the price or delivery date for Products, Supplier will notify Buyer in writing (with adequate supporting documentation) within five (5) business days after receipt of Buyer's change notice and Buyer will consider making an equitable adjustment. Supplier's request for an adjustment will be waived unless submitted within the five (5) day period. Supplier will make the requested changes during any discussions for an equitable adjustment
- b. Supplier will notify Buyer in writing in advance of any intended changes to the Product or its specifications or composition, and of all process changes, plant moves, equipment changes or moves, or Sub-Supplier changes and shall not make any changes without sufficient written notice to, and written consent from, Buyer. Buyer may conduct any audits, surveys and testing as necessary to determine the impact of Supplier's proposed change on the Product. All changes must be documented by Supplier by following change procedures issued by Buyer. Supplier must complete and submit proper documentation regarding changes. Any change made without the explicit written consent of Buyer is a Material Breach.

5. PRICING

Prices in this Contract include packaging, delivery in full container load quantities and any taxes and duties applicable to Supplier. Buyer will not accept changes to price or additional charges including those for packaging, material costs, labor, insurance or transportation.

6. PAYMENTS

- a. Buyer has no obligation to pay until it has accepted Products pursuant to Section 8 and, if applicable, Buyer has received Supplier's invoice. If Supplier is required to submit an invoice for payment, Supplier **must** use Buyer's e-Invoicing system on iSupplier or SupplierNet as applicable. Buyer's Terms and Conditions for ACH/EFT Payment and Implementation as updated from time to time are incorporated herein by reference and govern such electronic funds transfers under this Contract.



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- b. Buyer has no obligation to pay for Products if Supplier submits required invoices more than six (6) months after they were required to be submitted, or if relevant accounts cannot be reconciled after six (6) months due to Supplier's fault.
- c. Buyer may, in its sole discretion, set off any amounts Supplier owes to Buyer or its Affiliates at any time against any amount otherwise due to be paid at any time by Buyer to Supplier.
- d. Supplier will not assert, and hereby releases, all liens, claims or encumbrances which it may assert against Buyer, Buyer's property or the Products. Supplier will also pay, satisfy and discharge all liens, claims, encumbrances or other obligations or liabilities which may be asserted against Buyer or its property by reason of any act or omission of Supplier or Supplier Personnel or Representatives related to this Contract. Buyer will not owe final payment until Supplier shows payment and release of all debts, taxes, liens, claims, charges and obligations arising in connection with this Contract. If necessary, Supplier will execute affidavits or provide lien release certificates to Buyer.

7. DELIVERY

- a. Time and quantity are of the essence. Supplier's failure to deliver Products in the quantities and on the date(s) specified in a Shippable Order is a Material Breach. If Supplier anticipates that deliveries will not be made as required under a Shippable Order, it will immediately notify Buyer in writing and, if applicable, give Buyer's Shippable Orders priority. If Supplier breaches this Section, Buyer may, without liability, take any or all of the following actions: (i) assess a late delivery fee of no more than one percent (1%) of the relevant invoice amount per day; (ii) submit a revised Order; (iii) direct Supplier to used expedited processes, including expedited shipping and overtime work to avoid the delay at Supplier's cost; (iv) require Supplier to pay all reasonable charges, concessions to Buyer's customers, liquidated damages and other costs and expenses incurred by Buyer; and/or (vi) seek specific performance.
- b. Supplier will use only Buyer-approved carriers and forwarders for Product transportation and will reimburse Buyer for all costs and expenses due to violating this Section.
- c. Title and risk of loss of the Products passes from Supplier to Buyer at Buyer's dock upon completion of unloading of the Products. If the Products are delivered in installments, title to each installment will pass in the same way.
- d. The Products shall be suitably packed and/or protected for shipment and transportation. Each package must show Buyer's Order number and be accompanied by a readily accessible packing note detailing the contents and conforming with any applicable importation regulations.
- e. Buyer is not required to receive shipments without ASNs at its warehouse(s) until Supplier creates an ASN and sends it directly to the warehouse. Buyer may assess Supplier a fee of five percent (5%) of the invoice price of any shipment without an accompanying ASN and costs incurred by Buyer to store the Product until an ASN is received.
- f. Supplier will advise Buyer before it ships any past due Products so that Buyer may select the appropriate shipping mode for those Products. All costs incurred for premium or expedited shipping modes for past due Products are for Supplier's account in accordance with subsection (a) above.

8. INSPECTION AND REJECTION

- a. Buyer has the right to inspect, count, test and reject all Products. Any payment made by Buyer will not constitute acceptance of the Products and is made with a reservation of rights for any defects in Products.
- b. Supplier will maintain inspection and process control systems acceptable to Buyer for Product production and services. Supplier will keep complete records of all inspections performed for the duration of this Contract or for any longer period required by law and shall provide such records to Buyer upon request. Buyer may inspect Products at any time, including, at either Party's facility,



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and reserves the right to reject or revoke acceptance of Products for any defects. Buyer's failure to inspect shall not relieve Supplier of any of its responsibilities hereunder.

- c. For any Nonconforming Product, Buyer, in addition to such other contractual, legal or equitable rights as it may have, at its option may, at Supplier's expense: (i) reject and return the Nonconforming Products and require Supplier to replace them under a revised Order; (ii) reject the Nonconforming Product and require Supplier to replace them under a revised Order; (iii) require Supplier to inspect Nonconforming Products and remove and replace them with conforming Products; or (iv) inspect, sort, remove, correct and replace the Nonconforming Products. Buyer may charge to Supplier all direct and indirect costs, which may include cost of defective materials, a fifteen percent (15%) handling charge, transportation charges, incidental material and labor costs, sorting and rework expenses, and lost production starts directly caused by the Nonconforming Product (including late delivery).

9. SERVICE PARTS ORDERS POST-PRODUCTION

- a. Supplier shall provide Service Parts for a period of twelve (12) years after production of the Products ceases (the "**Parts Fulfillment Period**"). If, Buyer and/or its Affiliates collectively order at least one hundred (100) Service Parts per year during the Parts Fulfillment Period, Supplier shall continue to supply Service Parts past the Parts Fulfillment Period. If Supplier is, for any reason, unable to supply Service Parts during the Parts Fulfillment Period, Supplier will secure an alternate source of supply of Service Parts. Service Parts purchased by Buyer and/or its Affiliates in the first two (2) years of the Parts Fulfillment Period (the "**Post-Production Period**") will be at those prices in effect at the time Product production ceases. Thereafter, the parties will negotiate Service Parts prices. No minimum order requirements shall be allowed through the Post-Production Period. Thereafter, any agreed upon minimum order quantities must be in writing and shall not exceed more than twenty-five percent (25%) of the estimated annual usage of the Part.
- b. The delivery terms of this Contract will apply to all Orders for Service Parts. Additionally, Service Parts packaged by Supplier must pass all International Safe Transit Association ship test requirements. If Service Parts delivered to the Buyer are in excess of the quantity ordered or more than seven (7) days late or early from the delivery date in the Shippable Order, the Buyer may charge Supplier costs incurred by it including an administrative fee equal to five percent (5%) of the invoice price of each Order, premium transportation charges, and customer concessions. Pay terms will begin on the delivery date specified in the Shippable Order for Service Parts delivered early and on the date of actual receipt for Service Parts delivered late.
- c. Supplier shall complete an ASN in iSupplier for every Service Parts shipment prior to shipment. Supplier shall print out the ASN report and put one readable, scannable copy on any side of each pallet of Service Parts in the shipment. Supplier will tape one (1) copy to the side of the box if shipping loose Service Parts in a box. In the case of a loose-box of Service Parts, Supplier shall tape one (1) copy to the box. If Supplier sends an unpalletized container load of Service Parts, it will place in an envelope and tape to a box at the back of the container a number of copies of the ASN equivalent to the number of pallets the boxes represent for the freight forwarder to use while palletizing the container load. Printed ASNs must be legible and not faded so that the barcodes are scannable. Shipments without ASNs will not be received at the warehouse until an ASN is created by the Supplier and sent directly to the warehouse. The Buyer may assess a fee of five percent (5%) of the invoice price of any shipment of Service Parts without an accompanying ASN and Supplier shall be responsible for any fees incurred by Buyer and/or its Affiliate to store the Service Parts until an ASN is provided. For the avoidance of doubt, Buyer can exercise any remedy available under 8(c) or elsewhere in this Contract if Supplier does not comply with this Section.
- d. Supplier may not scrap tooling used to make Service Parts without providing one hundred twenty (120) days' notice to Buyer and receiving Buyer's written consent.



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- e. Supplier will reimburse Buyer or its Affiliates for all costs incurred by the applicable party that are associated with maintaining the Service Parts supply chain or in fulfilling customer obligations, including customer concession costs, engineering costs, supplier qualification costs, and inventory carrying costs, due to Supplier's failure to comply with this Section 9.

10. QUALITY AND ENERGY STANDARDS.

- a. Supplier and the Products shall comply with Buyer's Supplier Quality Manual ("SQM") (<https://supplierportal.geappliances.com>).
- b. The Service Call Rate for a particular Product constituting or contained in an appliance product will be calculated by computing the quality percentage equal to (i) the actual number of customer service calls concerning the Product for a given quarter of manufacture of the appliance product divided by (ii) the total number of appliance products constituting or containing the specific Product produced during the same quarter of manufacture. Consumer service calls resulting from (iii) unforeseeable misuse, abuse, negligence or accident, (iv) improper installation, service or maintenance, (v) transportation of Products by Buyer; (vi) improper storage of Products by Buyer; or (vii) defective designs owned by Buyer shall not be included in the calculation of the Service Call Rate. Supplier will reimburse Buyer for its documented costs incurred in investigating, repairing, or replacing affected Products if the Service Call Rate during the consumer warranty period on the Product, or the appliance product incorporating the Product, exceeds 0.5%.
- c. Buyer and Supplier shall cooperate and consult in the qualification of Products as outlined in the SQM. Supplier shall produce an agreed upon number of Product samples, which Buyer shall evaluate in accordance with criteria used by Buyer. At Buyer's request, all data and documentation produced from compliance and reliability testing shall be submitted to it.
- d. Supplier shall maintain, for the period of production of the Products hereunder, and for a period of two (2) years after production of a Product has ceased, any and all data and documentation produced from energy, compliance and reliability testing, including without limitation, test data associated with tests performed to satisfy the requirements of the U.S. Department of Energy. Supplier will index the data and documentation so that it is readily accessible for review by Buyer and shall make available to Buyer within forty-eight (48) hours of a request. Supplier shall also provide Buyer copies of any and all certification reports submitted to the DOE, as well as to the Federal Trade Commission, EnergyStar and California Energy Commission, simultaneously with the filing of such reports with such agencies or entities. Buyer shall advise Supplier in writing if the Product samples meet its criteria, at which time the Product shall be qualified for sale under this Contract, and the associated design, specifications and tolerances relating thereto shall become the quality procurement specifications for such Product and shall be documented in writing and be included as part of the Product specifications. Buyer has no obligation to purchase Products that have not been qualified.

11. PRODUCT RECALL.

- a. If at any time (a) any governmental agency having jurisdiction provides written notice to either Buyer or Supplier, or (b) either Buyer or Supplier have a reasonable basis to conclude that any Products contain a defect which could create a substantial Product hazard or unsafe condition, pose an unreasonable risk of serious injury or death, contain a quality or performance deficiency, or a non-compliance with any applicable code, standard or legal or regulatory requirement, thereby making it advisable, or required, that such Products be subject to corrective action including, without limitation, product recall, retrofit, refund, replacement and/or repair (hereinafter "**Corrective Action**"), Supplier or Buyer will promptly communicate relevant facts to each other. Buyer, in its sole discretion, shall determine whether any Corrective Action involving the affected Products is



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warranted or advisable unless notice to that effect has been received from any governmental agency having jurisdiction.

- b. If Corrective Action is required under the law or Buyer determines that it is advisable, Supplier shall promptly cooperate in undertaking any Corrective Actions, including those required by any applicable consumer product safety or similar law and the regulations thereunder, and shall assist Buyer in filing all papers, descriptions of Corrective Action, and other necessary documents to carry out the Corrective Action. Buyer, in consultation with Supplier, shall in its sole discretion determine whether Buyer or Supplier shall be responsible for carrying out any Corrective Action. If Buyer elects Supplier as the party responsible for carrying out any Corrective Actions, Buyer shall cooperate with and assist Supplier in any such filings and Corrective Action. Consistent with its indemnification obligations in this Contract, Supplier shall reimburse Buyer for all reasonable out-of-pocket costs and expenses incurred by Buyer in connection with the Corrective Action. In either case, Supplier shall reimburse Buyer for all reasonable out-of-pocket costs and expenses incurred by Buyer in connection with any such (voluntary or mandatory) Corrective Action, including without limitation, the cost of locating, identifying and notifying Buyer's customers and consumers, the cost of repairing, or where repair of the Product is impracticable or impossible, repurchasing or replacing the recalled Product, any costs of packing and shipping the recalled Product, and the cost of public notification, if such form of notification is appropriate.
- c. The Parties recognize that it is possible that other Supplier-manufactured products might contain the same defect, noncompliance or quality or performance deficiency as do Products manufactured for Buyer. Buyer and Supplier agree that any Corrective Action involving Products for Buyer shall be treated separately and distinctly from similar Corrective Action of other products of Supplier; provided that such separate and distinct treatment is lawful and Supplier shall in no event fail to provide at least the same protection to Buyer on such Products as Supplier provides to its other customers in connection with similar Corrective Action. Each Party shall consult the other before making any statements to the public or a governmental agency relating to potential safety hazards affecting Products, except where such consultation would prevent timely notification required by law.

12. WARRANTIES AND REPRESENTATIONS.

- a. All Products:
 - i. Will be free of any claim of any nature by any third party and that Supplier will convey clear title to Buyer;
 - ii. will contain new parts and components and shall be new and of merchantable quality, fit for Buyer's particular purpose, strictly conform to all Buyer specifications and requirements and be free from all defects, whether latent or patent, in design, workmanship and materials;
 - iii. do not infringe any patent, copyright or other intellectual property right of any third party, including Buyer's use and possession of Products and, as of the date of first shipment, no pending or, to Supplier's knowledge, threatened claims, demands or suits based on an infringement of a third party's intellectual property rights exist;
 - iv. Do not contain software subject to or distributed under any license, other agreement or understanding, that: (A) would require the distribution of source code with the software of any Good into which it is or becomes incorporated, or which would require source code to be made available when distributed to any third party; (B) would impact, restrict or impair in any way Buyer's ability to license such software pursuant to terms of Buyer's choosing; or (C) would impact or limit Buyer's ability to enforce Buyer's patent or other intellectual property rights against any third party in any manner ("**FOSS License**");
- b. Supplier:



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- i. Will devote adequate resources to meet its obligations under this Contract and all actions taken in furtherance of its obligations will be performed by qualified individuals in a professional and workmanlike manner conforming to the highest industry standards and practices in a timely manner;
 - ii. Is a validly existing corporation in good standing and has the legal right to provide all Products under this Contract. Supplier further warrants that it has the authority to grant all rights and licenses contemplated hereunder to Buyer;
 - iii. Follows, and will continue to follow, all applicable laws, regulations and agreements relating to or concerning the Contract, the Products and the operation of Supplier's business. Such compliance includes but is not limited to compliance with national, EU, state/provincial and local labor, environmental, health and safety laws and regulations as applicable to its business operations including those specifically referenced in this Contract;
 - iv. has not and will not exchange competitively sensitive information, including but not limited to information respecting price, cost or other competitive information or engage in any collusive conduct with any third party with respect to any proposed, pending or current GEA procurement;
 - v. will comply with all applicable Buyer information technology guidelines and encryption requirements in accessing Buyer networks and in transmitting data electronically into Buyer networks to preserve and protect the integrity of Buyer systems and/or Confidential Information.
 - vi. will not make sales made hereunder that give rise to the imposition of anti-dumping or countervailing duties under applicable law;
 - vii. has established an effective program to ensure that the activities of its Sub-Suppliers, Representatives and Personnel in regards to the Products will comply with the terms of this Contract, including Sections 20 and 21.
- c. The foregoing representations and warranties shall survive Buyer's inspection, acceptance, sale and use of the Products. The warranties contained in this Section are in addition to, and do not restrict or limit, any express or implied warranties or remedies of Buyer provided by contract or law.
 - d. If Supplier breaches any of these representations or warranties, Supplier, at its sole expense and at Buyer's option, will promptly repair or replace the Products and reimburse Buyer for any losses, injuries, remedial costs and other costs or damages. The above warranties shall apply to any repaired or replaced Products.
 - e. Supplier extends to Buyer all warranties received from its Sub-Suppliers and agrees to enforce those warranties on Buyer's behalf. All of Supplier's warranties shall run collectively and separately to Buyer, its successors, assigns, customers and users of Products.

13. INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIAL OR PROPRIETARY INFORMATION

- a. **Intellectual Property Rights.** All rights, title and interest in and to any programs, systems, data, materials, drawings or any other property furnished or provided to Supplier by or on behalf of Buyer are and shall remain the property of Buyer and shall be returned to Buyer on the termination or expiration of this Contract. Upon request, Supplier shall provide to Buyer drawings, specifications or other documentation evidencing the Products and/or all parts used in manufacture of the Products. Buyer shall have no obligations of confidentiality with respect to said documentation.
- b. **Trademarks.** Each Party's names and trademarks, including those licensed by that Party, will remain their sole and exclusive property and may not be used by the other Party for any purpose whatsoever unless expressly authorized in writing.
- c. **Confidentiality**



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- i. All Confidential Information shall remain Buyer's property, and Supplier shall maintain in confidence and safeguard all Confidential Information. Supplier agrees to use any Confidential Information only for conducting business with Buyer in a manner contemplated by this Contract. Only Supplier Personnel with a need to know and who have been bound to confidentiality obligations consistent with this Contract may access Confidential Information. Upon termination or expiration of this Contract, or upon Buyer's request, Supplier shall promptly return any Confidential Information, including materials incorporating Confidential Information and any copies. Supplier's use or disclosure in violation of this Section is a Material Breach.
- ii. Knowledge or information disclosed by Supplier is not confidential or proprietary. Buyer shall acquire all such knowledge and information free from any restrictions (subject to Supplier's copyright and patent rights), as part of the consideration for this Contract.

14. BUYER'S PROPERTY

Buyer is not obligated to furnish, or cause to be furnished, any tools, equipment or materials for Supplier's performance; however, if Supplier or Representatives or Personnel, make use of any Buyer Tooling, that Buyer Tooling shall be accepted in "as is" condition, without any warranty whatsoever, express or implied. Any Buyer Tooling or tools, equipment or materials paid for by Buyer ("Funded Tooling") (Buyer Tooling and Funded Tooling, together, the "Tooling"), (including replacements or attachments thereto) shall, if Buyer Tooling, be and remain Buyer's property. Supplier must adequately identify it, if held in the U.S. as "Property of GE Appliances," or if held outside the U.S. as property of Buyer's designated Affiliate, store it separately from Supplier's property, and properly maintain it. Funded Tooling held by a Supplier in China will remain Supplier-owned property but will otherwise be subject to the terms of this Section. Supplier shall not substitute any other property for the Tooling and shall not use it except in filling Buyer's Orders. All Tooling shall be held at Supplier's risk, kept free of encumbrances and be insured by Supplier, at Supplier's expense, in an amount equal to the replacement cost with loss payable to Buyer. Upon Buyer's request Supplier will prepare Tooling for shipment and deliver it to Buyer in the same condition as originally received by Supplier, reasonable wear and tear excepted, all at Supplier's expense.

15. INSURANCE

- a. During the term of this Contract and for a period of five (5) years after any shipment of Products, or ten (10) years after if Supplier's insurance policy is claims-made, Supplier shall, at its own expense, maintain and carry in full force and effect, at least the following types and amounts of insurance coverage:
 - i. Commercial General Liability with limits no less than \$2,000,000 for each occurrence and \$2,000,000 in the aggregate, including bodily injury and property damage as well as \$2,000,000 in products and completed operations, and \$1,000,000 in personal and advertising liability, which policy will include contractual liability coverage insuring Supplier's activities under this Contract;
 - ii. Worker's Compensation & Employer's Liability as required by applicable state or country law with a minimum limit of \$1,000,000 for each accident, \$1,000,000 for each disease and \$1,000,000 policy limit;
 - iii. Umbrella (excess) liability for the above coverages of no less than \$5,000,000.
- b. Supplier shall ensure that all insurance policies:
 - i. be issued by insurance companies reasonably acceptable to Buyer with a Best's Rating of no less than A-;
 - ii. provide that the insurance carrier(s) give Buyer at least thirty (30) days' prior written notice of cancellation or non-renewal of policy coverage, or, Supplier must, prior to such



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- iii. provide that such insurance be primary insurance and any similar insurance in the name of and/or for the benefit of Buyer shall be excess and non-contributory; and
 - iv. name Buyer and its Affiliates, and their successors and permitted assigns, as additional insureds.
 - v. waive any right of subrogation of the insurers against Buyer and its Affiliates.
- c. If Supplier does not meet these insurance requirements, Buyer may secure insurance at Supplier's cost. The insurance provided by Supplier shall operate separate and apart from any obligations imposed on Supplier under this Contract, including indemnity provisions.

16. INDEMNIFICATION

- a. Supplier agrees to indemnify, defend, release and hold harmless Buyer, its Affiliates, and Buyer's Representatives (who shall control their own defense) (the "**Indemnified Parties**"), from and against, and shall pay, all Claims resulting from, arising out of or in any way connected with:
 - i. Supplier, its Personnel's or Representatives' breach of any representation, warranty, or obligation under this Contract;
 - ii. Claims based on strict or product liability relating to Products including failure of Products to perform in accordance with their intended use;
 - iii. Failure to warn or inadequate warnings or instructions or (v) failure of Products to perform in accordance with their intended use;
 - iv. Any article, apparatus, material, component, process, method or part thereof; or any device or process resulting from the use or intended use thereof, infringing or misappropriating, or allegedly infringing or misappropriating, any patent, copyright, trademark, trade secret or any other proprietary right of any third party ("**IP Right**");
 - v. Any acts or omissions of Supplier, its Personnel or Representatives, constituting: (1) negligence or willful misconduct; (2) a representation or statement not specifically authorized by Buyer; or (3) a violation of any applicable law or regulation; and
 - vi. Any relationship between Supplier and its Personnel, Representatives, job applicants or former employees.
- b. Buyer will (i) notify Supplier promptly in writing of such Claims, however, the failure to give notice will not relieve Supplier of its obligations unless such failure prejudices Supplier's defense of such Claim and (ii) provide the assistance necessary for defense (reasonable expenses incurred by Buyer will be reimbursed by Supplier). Supplier will inform Buyer regarding developments with respect to the Claims and will confer with Buyer on defense strategies. Supplier may not concede liability or enter a settlement without Buyer's written consent. Supplier shall reimburse Buyer for all fees and expenses incurred to enforce this Section. Buyer may at its own expense participate in the defense of any Claim or settle any such Claims at its own expense, but such settlement shall not relieve Supplier from any of its obligations. Upon Buyer's request, Supplier shall advance all attorneys' fees and other related expenses related to an indemnified Claim.
- c. For IP Claims and in addition to Buyer's other rights, Supplier must, at Buyer's option, either: (i) secure the right for Buyer to continue to use the Products; (ii) replace or modify, without degradation of performance, the affected Products to make them non-infringing, and without misappropriation; or (iii) as a last resort, Supplier may terminate Buyer's right to access the Products, and shall provide Buyer with a pro rata refund. If Buyer is unable to use any Product during the pendency of any infringement or misappropriation claim, Buyer may withhold payment of any sums due.
- d. Buyer reserves the right to settle all such Claims at its own expense, but such settlement shall not relieve Supplier from any of its liabilities under this Contract. Supplier agrees to include this clause



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in all related subcontracts. Upon Buyer's request, Supplier shall advance all attorneys' fees and other dispute resolution expenses related to any Claim.

17. LIMITATION OF LIABILITY

IN NO EVENT SHALL BUYER BE LIABLE TO SUPPLIER FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES OR LOST PROFITS.

18. TERMINATION, CANCELLATION AND SUSPENSION

This Contract may be terminated as follows:

- a. By Buyer upon fifteen (15) days' prior written notice;
- b. By either Party upon thirty (30) days' prior written notice of an uncured breach of a material representation or obligation;
- c. By either Party effective immediately, if the other Party becomes insolvent or is subject to similar bankruptcy or reorganization proceedings under applicable law, or in the event of an assignment or other arrangement for the benefit of the other Party's creditors; or
- d. By either Party thirty (30) days after the occurrence of a Force Majeure Event, if the Party impacted by the Force Majeure Event is still unable to perform.

If Buyer terminates or modifies this Contract, Supplier shall immediately stop all work, including work of its Sub-Suppliers; minimize charges related to Products, including diverting materials to other uses; comply with Buyer's instructions as to work in progress; and protect Buyer's property in its or its Sub-Suppliers' possession or control. If Buyer terminates this Contract pursuant to Section 18(a), the Parties may negotiate an equitable adjustment within thirty (30) days to account for Supplier's costs caused by the termination. In no event shall Buyer's liability under this Section exceed the amount Buyer would have paid absent termination, and Buyer shall not be obligated to purchase any Supplier raw materials or pay any Supplier termination charges. Buyer shall not be liable for any work done after notice of termination or for costs that reasonably could have been avoided by Supplier or its Sub-Suppliers.

19. SECURITY AND FOREIGN TRADE REQUIREMENTS

a. Security and C-TPAT.

- i. **Security at Buyer's Locations.** Supplier and its employees shall comply with all rules, including safety, traffic and security, established by Buyer for operations within Buyer's location(s).
- ii. **Security Plan.** Supplier has developed and implemented a company security and crisis management plan and procedures ("**Security Plan**") that provide for measures that ensure the physical integrity and security of all shipments against the unauthorized introduction of harmful or dangerous materials in accordance with (i) the recommendations of the United States Customs and Border Protection ("**CBP**") under the provisions of the Customs-Trade Partnership Against Terrorism ("**C-TPAT**") for Supplier's type of business, (ii) the requirements or recommendations of the EU Authorized Economic Operator ("**AEO**") program, and (iii) any other governmental program for protection of international supply chains in which Buyer does or may in the future participate. The Security Plan must outline the Supplier's process in meeting the most up-to-date minimum security criteria as outlined by CBP in the areas of business partner security, risk assessment, physical security, cybersecurity, access control, conveyance and seal security, procedural security, personnel security, and awareness, education and training. Supplier shall communicate C-TPAT security recommendations or other relevant security recommendations to its Sub-Suppliers and transportation providers and condition its relationship with those entities upon their implementation of a Security Plan, and upon request of Buyer, provide a written



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copy of the Security Plan and/or a complete Business Partner Questionnaire to verify C-TPAT compliance. If Supplier is found not to be compliant with C-TPAT, AEO or any other relevant program, Supplier shall immediately take such steps to come into compliance.

b. Imports.

- i. Unless the Parties have otherwise agreed, Buyer is Importer of Record.
 - ii. If Supplier is Importer of Record, Supplier agrees that Buyer will not be a party to the importation of Products, that the transaction(s) contemplated by this Contract will be consummated subsequent to importation, and that Supplier will neither cause nor permit Buyer's name to be shown as "importer of record" on any customs entries or declarations. Supplier will, when requested by Buyer, provide Buyer with all documents and forms required by U.S. export control laws and regulations and will further provide all commercial invoices in proper form to allow Buyer to apply for and receive duty drawback. Supplier will not disclose any information regarding Buyer and/or Products contrary to export control laws and regulations of the U.S.
- c. Supplier shall promptly provide all data required to enable Buyer's compliance with the U.S. Customs Importer Security Filing and additional Carrier Requirements regulation, 19 C.F.R. Part 149, for all of Supplier's ocean shipments of Products to Buyer destined for or passing through a United States port, including the timely, complete and accurate provision of the ISF-10 Elements thereunder.
- d. **Foreign Trade Zone.** If Buyer and Supplier agree to operate from any Foreign Trade Sub-Zone, any benefit arising from operation in such Foreign Trade Sub-Zone will inure to Buyer, and both Parties will cooperate and adopt procedures designed to capture and maximize such benefit. Buyer will reimburse immediately for any reasonable additional expense by Supplier incurred to capture and maximize benefits for Buyer.

20. ENVIRONMENTAL, HEALTH AND SAFETY

- a. Supplier represents and warrants that:
- i. Each chemical substance constituting or contained in the Products sold or otherwise transferred to Buyer (including packing) hereunder is on the list of chemical substances compiled and published by (i) the Administrator of the Environmental Protection Agency pursuant to the Toxic Substances Control Act (15 USC Section 2601 et seq.) as amended; (ii) the European Inventory of Existing Commercial Chemical Substances ("**EINECS**") or the European List of Notified Chemical Substances ("**ELINCS**"); or (iii) any equivalent lists in any other jurisdictions to which Buyer informs Supplier or Supplier knows the Products will likely be shipped to or through. If Supplier is exempt from the foregoing lists, Supplier shall provide Buyer notice and adequate documentation of the validity of the claimed exemption.
 - ii. Each chemical substance constituting or contained in Products sold or otherwise transferred to Buyer hereunder is manufactured, imported, used and supplied in full compliance with the provisions of Regulation (EC) No. 1907/2006 ("**REACH**"), and is pre-registered or registered, if required, under REACH, is not restricted under Annex XVII of REACH and if subject to Authorization under REACH Annex XIV, is authorized for Buyer's use. In each case, Supplier will timely provide Buyer with supporting documentation, including without limitation, (iv) pre-registration numbers for each such substance, (v) the exact weight by weight percentage of any REACH Candidate List (as defined below) substance constituting or contained in the Products, (vi) all relevant information that Buyer needs to meet its obligations under REACH to communicate site use to its customers and (vii) the documentation of the authorization for Buyer's use of an Annex XIV substance.



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- iii. Any substance contained in Products which is a “hazardous substance” as defined under CERCLA is produced in compliance with applicable state and federal requirements, including Occupational Safety and Health Act (“OSHA”) regulations.
- iv. The Products do not contain any: (i) lead, mercury, cadmium, hexavalent chromium, polybrominated biphenyls (PBBs), polybrominated diphenyl ethers (PBDEs) (flame retardants), or any other hazardous substances the use of which is restricted under EU Directive 2015/863/EU (31 March 2015), as amended; (ii) arsenic, asbestos, benzene, polychlorinated biphenyls, or carbon tetrachloride; (iii) any chemical restricted under the Montreal Protocol on ozone-depleting substances; (iv) any substance listed on the REACH Candidate List, subject to authorization and listed on Annex XIV of REACH, or restricted under Regulation (EC) No 1907/2006 and when it shall be repealed, Annex XVII of REACH; or (v) any other chemical or hazardous material the use of which is restricted in any other jurisdictions to which Buyer informs Supplier or the Supplier knows the goods are likely to be shipped to or through.
- v. No Products are (i) subject to electrical or electronic reuse or recycling take back requirements, or (ii) contain batteries or accumulators or are batteries or accumulators subject to labeling or take back requirements.
- vi. Any wood packing, wood pallet materials, and/or Products containing wood fiber are in compliance with the import restrictions and treatment requirements of 7 CFR 319.40-1 through 319.40-11, as amended, the International Plant Protection Convention Standards on Phytosanitary Measures No. 15, any requirements of the Formaldehyde Standards for Composite Wood Products Act, which amended the Toxic Substances Control Act (15 U.S.C. 2601 et seq.), the Lacey Act (16 U.S.C. 3371 et seq., as amended), and, for those Products sold in California, Proposition 65 labeling requirements and the California Air Resources Board 93120 for emissions;
- vii. It has implemented processes and procedures to eliminate contaminants in all conveyances destined for the U.S., including Pest Contamination as defined in the IMO/ILO/UNECE Code of Practice for Packing Cargo Transportation Units, available at https://www.unece.org/fileadmin/DAM/trans/doc/2014/wp24/CTU_Code_January_2014.pdf.
- b. Supplier will:
 - i. Provide Buyer will any certifications required to evidence compliance with the requirements of Section 20(a).
 - ii. Provide Buyer all relevant information for Products including safety data sheets in the language and the legally required format of the location to which the Products will be shipped and mandated labeling information, required pursuant to applicable requirements including: (i) OSHA regulations codified at 29 CFR 1910.1200, or (ii) Regulation (EC) No 1907/2006 (“**REACH**”) or (iii) Regulation (EC) No 1272/2008, as amended.
 - iii. Notify Buyer if it decides not to register substances that are be subject to registration under REACH and constitute or are contained in Products supplied to Buyer at least six (6) months before their registration deadline. Supplier will monitor the publication by the European Chemicals Agency of the list of substances meeting the criteria for authorization under REACH (the “Candidate List”) and immediately notify Buyer if any of the Products supplied to Buyer is manufactured by Supplier with or contains a substance officially proposed for listing on the Candidate List. Supplier shall provide Buyer with the name of the substance as well as with sufficient information to allow Buyer to safely use the Product or fulfill its own obligations under REACH.
 - iv. Disclose to Buyer the existence of all hazardous materials contained in Products and other materials sold or otherwise transferred to Buyer.



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- v. Will provide Buyer, upon request and subject to reasonable confidentiality provisions, Supplier with the chemical composition, including proportions, of any substance, preparation, mixture, alloy contained in or incorporated into the Products and any other relevant information or data regarding the properties including test data and hazard information.

21. COMPLIANCE WITH LAWS

- a. Supplier will:
 - i. Comply with, and shall ensure that all of its Sub-Suppliers comply with, all applicable laws and ordinances and all orders, rules, and regulations issued thereunder and will, at Buyer's request, provide certificates to Buyer showing Supplier's compliance, in each case in form and substance satisfactory to Buyer.
 - ii. Comply with the provisions of 29 CFR 470 and will provide Buyer with Disadvantaged Business Enterprises (including minority and women-owned businesses) utilization and demographic data upon request.
 - iii. Where Products or services being procured from Supplier are in support of a United States Government end-user, Supplier will comply with the terms and conditions of the most current version of FAR 52.212-5(e) or 52.244-6 to the extent those terms are applicable to "commercial off-the shelf" or "commercial item" and as appropriate for the dollar value of this Contract.
- b. Supplier represents and warrants that:
 - i. It is in compliance with all requirements imposed by law, regulation or Executive Order upon prime contractors or subcontractors under contract with any governmental agency, including the Equal Opportunity Clause set forth in 41 CFR Chapter 60-1.4, the Affirmative Action Clause regarding Special Disabled Veterans and Veterans of the Vietnam Era set forth in 41 CFR Chapter 60-250.5(a), the Affirmative Action Clause regarding Workers with Disabilities set forth in 41 CFR Chapter 60-741.5(a) and any other provisions of contractual clauses required by the OFCCP as set forth in 41 CFR Chapter 60, as well as any Executive Orders as now or hereafter issued, amended or codified which requirements are incorporated herein by reference.
 - ii. In accordance with 41 CFR part 60 - 1.8 with respect to Orders exceeding \$10,000 and not otherwise exempt from the Equal Opportunity Clause (E.O. 11246 as amended by E.O. 11375), it does not and will not maintain segregated facilities or permit its employees to perform services at any location where segregated facilities are maintained, and that it will obtain similar certification before the award of any non-exempt contract.
 - iii. Products will be produced and provided, in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended.
- c. Buyer shall have the right to immediately require Supplier to bring Products into conformity with Supplier's obligations under this Contract or, Buyer may, at its sole option, to terminate this Contract without further compensation to Supplier. Supplier agrees to include this clause in any subcontracts issued hereunder.

22. AUDIT

- a. Buyer has the right, upon reasonable notice to verify any data Supplier has prepared or submitted under this Contract, including financial information of Supplier, its Sub-Suppliers and its Affiliates. Supplier shall supply financial information reasonably requested by Buyer.
- b. Supplier shall permit and obtain from its Sub-Suppliers permission for Buyer to have reasonable access to the sites where the work under this Contract is performed in order to assess (a) work/Product quality; (b) conformance with Buyer's specifications and requirements; and (c)



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conformance with Supplier's obligations under this Contract. This provision shall include but not be limited to the right to inspect and test all Products, tooling, and workmanship and inspect and audit Supplier's and its Sub-Suppliers' facilities and performance. The failure to audit, test or inspect by Buyer will not relieve Supplier of any liability for defects or Contract noncompliance or (ii) shift any liability to Buyer.

23. buyer policies.

- a. Supplier acknowledges that it has received a copy of Buyer's Integrity Guide for Suppliers, Contractors and Consultants (the "**Guide**"), available on Buyer's website at <https://supplierportal.geappliances.com>, and agrees that it will, and require its Sub-Suppliers to, comply fully with the Guide in the performance of this Contract.
- b. Supplier further acknowledges it has reviewed Buyer's Data Protection Attachment, available at <https://supplierportal.geappliances.com>, and agrees that it will, and require its Sub-Suppliers to, comply fully with its terms, as may be updated from time to time.

24. DISPUTE RESOLUTION.

- a. All disputes relating to or arising from this Contract shall be exclusively resolved according to this Section.
- b. The Parties shall attempt resolution of disputes by good-faith negotiation for sixty (60) days. If the dispute has not been resolved, either Party may initiate arbitration under the International Institute for Conflict Prevention & Resolution Rules for Non-Administered Arbitration in effect on the date of this Contract. The validity of this provision, the conduct of the arbitration, any challenge to, confirmation of, or enforcement of any arbitration award or order, or any other question of arbitration law or procedure shall be governed exclusively by the Federal Arbitration Act, 9 U.S.C. sections 1-16 and 201-208. The arbitration will be held in Louisville, Kentucky in the English language. The federal and state courts located in the Commonwealth of Kentucky shall have exclusive jurisdiction over any action brought to enforce this arbitration provision, and each Party irrevocably submits to the jurisdiction of those courts for that purpose. Either Party may apply to any state or federal court of competent jurisdiction for enforcement or confirmation of any judgment on an arbitration award.
- c. Before the first meeting of the arbitral tribunal, either Party may apply to any state or federal court in Kentucky, or any other court that would otherwise have jurisdiction, for provisional or interim measures.
- d. The Parties consent to a single arbitration proceeding for multiple claims or claims involving third parties. The prevailing Party shall be entitled to recover (as part of the arbitral award or order) attorneys' fees and reasonable costs of arbitration.
- e. Except as time barred under any applicable statute of limitations of lesser duration, any claims by Supplier for payment must be commenced by Supplier through an arbitration proceeding within two (2) years after the cause of action has accrued. All other Supplier claims arising out of or related to this Contract must be brought by notice of arbitration within four (4) years after the cause of action has accrued.
- f. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO A TRIAL BY JURY IN ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS CONTRACT.

25. CCPA SERVICE PROVIDER TERMS.

- a. Supplier acknowledges and understands that GEA and/or its Affiliates may be obligated impose on Supplier certain responsibilities regarding the processing of personal information, in accordance with the California Consumer Privacy Act of 2018 ("CCPA"). This Section is designed and intended to satisfy any such obligations. Any terms used in this Section shall have the meaning ascribed to



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them in the CCPA, notwithstanding any other definition used in the Contract. To the extent GEA discloses to Supplier any “personal information” to use in providing GEA any Products or services (“Services”), Supplier agrees to protect the personal information as detailed herein, except as applicable law may otherwise require.

- b. Supplier is prohibited from retaining, using, collecting, or disclosing the personal information:
 - i. for any purpose except performing the Services
 - ii. for any “commercial purpose” other than performing the Services
 - iii. outside the direct business relationship between you and GEA
- c. Supplier is prohibited from “selling” any personal information.
- d. Except to the extent necessary to perform the services, Supplier is prohibited from reconfiguring, de-identifying, re-identifying, or aggregating the personal information or any data derived from the personal data.
- e. Supplier shall promptly (and in any case within five days) notify GEA of requests from individuals whose data is included in the personal information and shall assist GEA in responding to such requests.
- f. These terms supplement and do not replace any existing Supplier obligations related to the privacy and security of personal information. The obligations herein shall survive for as long as Supplier holds or processes personal information.

26. MISCELLANEOUS

- a. **Applicable Law and Language.** This Contract is governed by Delaware law without regard to its choice of law principles. The United Nations Convention on the International Sale of Goods shall not apply. This Contract is made and executed in the English language. Any translations are convenience, and in the event of any ambiguity, the English language translation shall control.
- b. **Force Majeure.** Neither Party shall be liable for any failure or delay caused by or due to a Force Majeure Event.
- c. **Publication.** Without Buyer's prior written consent, Supplier shall not advertise, promote or publish the fact that Buyer has contracted to purchase Products from Supplier, disclose information relating to this Contract, publicly identify Buyer as a customer of Supplier, or use the name of Buyer or any of Buyer's customers in advertising or any other publications or on any websites.
- d. **Assignment.** Supplier shall not assign this Contract, or any interest, right or obligation created hereby or any payment due or to become due hereunder without Buyer's written consent. Any attempt by Supplier to make such assignment (or any such assignment by operation of law) shall be null and void.
- e. **Subcontracting.** Supplier may subcontract work under this Contract only with Buyer's prior written consent. Such consent shall not relieve Supplier of its obligations hereunder and does not create any commitment between Buyer and the subcontractor. Supplier shall remain fully responsible for any work performed by a subcontractor. Any subcontractors shall be engaged under terms and conditions no less restrictive than those set forth herein, and Supplier shall ensure that each subcontractor has obtained and maintains all required licenses.
- f. **Independent Contractors.** Supplier's relationship with Buyer, and that of its Representatives or Personnel, shall be of independent contract and not as agent, servant or employee of Buyer.
- g. **Waiver.** Buyer's failure to enforce any provision of this Contract shall not be construed to be a waiver of such provisions or the right of Buyer thereafter to enforce each and every such provision.
- h. **Notices.** Notices and other communications required to be made under this Contract must be in writing in English, addressed to the parties at the addresses designated in writing by each Party to the other. Notices shall be deemed received when (i) delivered by hand; (ii) indicated on the signed receipt if mailed by first-class registered or certified mail, postage prepaid, return receipt requested; (iii) delivered by overnight courier; or (iv) delivered through electronic media such as email or fax.



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- i. **Entire Contract.** This Contract and any confidentiality agreement entered into by the Parties, and anything referenced and incorporated herein, including all terms and conditions on the Order, sets forth the entire agreement between the Parties as to the subject matter herein and supersedes any prior or contemporaneous agreements, written or oral, between the Parties. The order of precedence for resolution of conflicts is: (a) any separate, written supply or sourcing agreement under which the Order containing this Contract is issued; (b) this Contract; and (c) Buyer Standing Instructions, Specifications and Standards. This Contract may only be amended by a written agreement signed by Buyer and Supplier.
- j. **Severability.** If any term or provision of this Contract is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Contract or invalidate or render unenforceable such term or provision in any other jurisdiction.
- k. **Survival.** Provisions of this Contract which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Contract including Sections 10-13 and 15-25.

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