

Ship To: Southwire Houston  
Sumner Manufacturing  
7514 Alabonson Road  
Houston TX 77088



**Southwire®**

Southwire Company, LLC  
1 Southwire Drive  
Carrollton GA 30119 US

Phone 346-299-3978  
Fax 281-999-6966

**PO :** **4505554662**  
**PO Date:** 01/10/2025  
**Vendor:** 944402  
**Company Code:** 1001

To: VANDAGRAPH LTD  
15 STATION RD CROSS HILLS  
KEIGHLEY YW BD20 7DT  
GB

Terms Of Delivery: FOB SHIPPING POINT  
Terms Of Payment: 0030 - NET 30 DAYS  
Delivery Due Date: 03/15/2025

Item	Material and Description	Order Qty	UOM	Price	Currency	Price Per	Net Value
1	779330 WGA, OXYGEN SENSOR	50.000	EA	38,000.00	GBP	1,000 EA	1,900.00
Total Net Value Excl. Tax:							1,900.00

Special Instruction : Purchase Order and Item numbers must appear on all documents and correspondence.

Invoices to: Accounts Payable  
Southwire Company  
PO Box 4000, Carrollton, GA 30112 US  
Net Invoices: southwire\_invoicecapture@concursolutions.com  
International Invoices: intl@southwire.com  
Phone: 1-800-444-2900  
Fax: 1-770-832-5808

FOR SOUTHWIRE COMPANY

Peter Deng  
peter.deng@southwire.com

To avoid payment beyond terms, unless specified below, all goods must be delivered to authorized receiving personnel at the ship to address above. If receipt and payment is delayed due to improper delivery of material, any discounts for early payment will still be taken.

## SOUTHWIRE PURCHASE ORDER TERMS and CONDITIONS

- 1. Applicability** - (a) The purchase order (the "P.O.") to which these terms and conditions are affixed (these "Terms", together with any terms and conditions on the face of the purchase order, this "Order") is an offer by Southwire Company, LLC ("Buyer") for the purchase of the items, articles, or services to be furnished hereunder (hereinafter collectively called the "Goods") specified on the face of the P.O. from the Seller in accordance with and subject to these Terms. This Order, together with any documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to this Order, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with respect to the subject matter of this Order, unless the parties have entered into a separate written agreement addressing the subject matter contained in the P.O., in which event the terms and conditions of such separate written agreement shall supersede these Terms and shall govern the rights and obligations of the parties hereto with respect to such Goods. All invoices must be submitted directly to [southwire\\_invoicecapture@concursolutions.com](mailto:southwire_invoicecapture@concursolutions.com) for processing in PDF format. For invoice payment status please email [Accounts.Payable@southwire.com](mailto:Accounts.Payable@southwire.com). To submit an account statement or confirm receipt of an invoice/credit, please send an email to [Statements@southwire.com](mailto:Statements@southwire.com). Due to the volume of requests, Seller must also include relevant information in the subject line such as Seller ID, Invoice #, PO#, etc. and avoid using a generic subject line to reduce the amount of duplicated email threads and promote a faster turnaround on invoice research. In the absence of a separate written agreement between the parties regarding the Goods, these Terms shall prevail over any terms or conditions contained in any other documentation and expressly exclude any of Seller's general terms and conditions of sale or any other document issued by Seller in connection with this Agreement. (b) These Terms apply to any repaired or replacement Goods provided by Seller hereunder. (c) Buyer is not obligated to any minimum purchase or future purchase obligations under this Agreement. (d) Capitalized terms used but not defined herein shall have the meanings assigned to them in the Order.
- 2. Acceptance** - This Order is not binding on Buyer until Seller accepts this Order (i) in writing by signing and returning the acknowledgment copy hereof, or (ii) by performance in accordance with the P.O. by shipping the Goods, whether in whole or in part. Buyer may withdraw the P.O. at any time before it is accepted by Seller.
- 3. Packaging** - Unless otherwise specified by Buyer, all Goods shall be packaged and/or stored without charge and shall be packaged to: (a) insure delivery in an undamaged condition at their designated destination, (b) secure the lowest transportation costs, and (c) comply with regulations of common carriers and prevailing industry standards. Seller must provide Buyer prior written notice if it requires Buyer to return any packaging material. Any return of such packaging material shall be made at Seller's expense.
- 4. Shipment** - Goods shall be delivered in accordance with Buyer's instructions, and Seller shall advise Buyer of the most economical means of delivery. Seller shall give written notice of shipment to Buyer when the Goods are delivered to a carrier for transportation. Buyer's P.O. number shall be clearly marked on all packages and documents. Seller shall provide Buyer all shipping memos, packing lists or any other documents necessary to release the Goods to Buyer, with such documents accompanying the Goods, and bills of lading or shipping receipts shall accompany invoices. Buyer's count or weight shall be conclusive on all shipments.
- 5. Delivery** - Seller shall deliver the Goods in the quantities and on the date(s) specified in this Order or as otherwise agreed in writing by the parties (the "Delivery Date"). Time is hereby made of the essence, any late delivery of any portion of the Goods shall be a default, and Buyer may terminate the Order immediately by providing written notice to Seller. Seller shall indemnify Buyer against any losses, claims, damages, and reasonable costs and expenses directly attributable to Seller's failure to deliver the Goods on the Delivery Date. Any Goods shipped ahead of the delivery schedule shall be treated, for purposes of discounts and payment, as being shipped on the scheduled date. Seller shall cooperate with Buyer in respect to all customs formalities applicable to the import or export of the Goods, shall be responsible for determining the proper import or export classifications, and shall provide Buyer documentation to Buyer's satisfaction for such classifications.
- 6. Responsibility for Goods** - Title shall not pass to Buyer, and Seller shall bear the risk of loss or damage to the Goods until delivery of said Goods to the specified delivery point. Seller shall also bear the risk of loss of or damage to Goods after Buyer gives notice of rejection; provided, however, that Buyer shall be responsible for loss or destruction of, or damage to the Goods only if such loss, destruction, or damage results from the gross negligence of Buyer's officers, agents, or employees acting within the scope of their employment. Goods fabricated beyond Buyer's release shall be at Seller's risk.
- 7. Payment** - Seller shall issue invoices in duplicate form to Buyer and to Buyer's Accounts Payable Dept. on or any time after the completion of delivery and only in accordance with the Terms. Buyer shall pay the price, determined by taking the sum of the unit prices set forth herein, less deductions and/or discounts where applicable, only upon delivery and acceptance and upon submission of invoices required by this Section 7. Invoices shall not become due and/or payable before sixty (60) days after Buyer's receipt of such undisputed invoice. Delay in receiving invoices and/or errors or omissions on invoices shall be cause for withholding payment without losing any discount privilege. Unless otherwise specified, the time for payment and discount, if any, runs from the date of final invoicing under this Order. In the event of a payment dispute, the parties shall seek to resolve all such disputes expeditiously and in good faith. Seller shall continue performing its obligations under this Order notwithstanding any such dispute.
- 8. Set-off** - Without prejudice to any other right or remedy it may have, Buyer reserves the right to set off at any time any amount owing to it by Seller against any amount payable by Buyer to Seller under the P.O.
- 9. Most Favored Customer** - Seller represents and warrants that the price for the Goods is the lowest price charged by Seller to any of its external buyers for similar volumes of similar Goods. If Seller charges any other buyer a lower price, Seller must apply that price to all Goods under this Order. If Seller fails to meet the lower price, Buyer, at its option, may terminate this Order without liability pursuant to Section 14.
- 10. Changes** - Buyer may at any time by a written order signed by authorized Purchasing Department personnel, and without notice to the sureties, make changes within the general scope of this Order in any one or more of the following: (a) drawings, designs, or specifications, where the Goods are to be specially manufactured for Buyer in accordance therewith, (b) method of shipment or packing, (c) time and/or place of delivery, (d) order quantity, or (e) the period of work performance, and Seller shall comply therewith. No change to this Order is binding upon Buyer unless it is in writing, specifically states that it amends this Order and is signed by authorized Purchasing Department personnel in accordance with this Section 10. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of work or any part thereof, an equitable adjustment shall be made in the P.O. price or delivery schedule, or both, and the P.O. shall be modified in writing accordingly. Any claim by Seller for adjustment under this paragraph must be asserted within five (5) business days from the date of receipt by Seller of the notification of change. Where the cost of property made obsolete or excess as result of a change is included in Seller's claim for adjustment, Buyer shall have the right to prescribe the manner of disposition of such property. Failure to agree to any adjustment shall not excuse the Seller from proceeding with the performance of this Order as changed.
- 11. Inspection** - (a) Buyer, Buyer's Customer and/or Government Agencies, where applicable, have the right to inspect and test all Goods, to the extent practicable at all times and places, including the time and place of manufacture, and in any event, prior to acceptance. (b) If any Goods or lots of Goods are defective in material or workmanship or otherwise not in conformity with the requirements of this Order, Buyer shall have the right either to reject all or any portion of them, to require their correction and to return them to Seller at Seller's risk and expense, including transportation both ways, or to accept the Goods at a reasonably reduced price. Goods which have been rejected or which require correction shall be removed, or if

permitted or required by Buyer, corrected in place, by and at the expense of Seller promptly after notice. Rejected Goods shall not thereafter be rendered for acceptance unless the former rejection or requirement of correction is disclosed. If the Seller fails promptly to remove such Goods or lots of Goods which are required to be removed, or promptly to replace or correct such Goods or lots of Goods, Buyer may: (1) contract or otherwise replace or correct such Goods and charge Seller the cost occasioned thereby, or (2) cancel this Order for default. Any inspection or other action by Buyer under this Section shall not reduce or otherwise affect Seller's obligations under the Order, and Buyer shall have the right to conduct further inspections after Seller has carried out its remedial actions. (c) If any inspection or test is made by Buyer, Buyer's Customer or any Government Agencies on the premises of Seller or a subcontractor, Seller, without additional charge, shall provide all necessary facilities and assistance for the safety and convenience of such inspectors in the performance of their duties. If Buyer or Government Agency inspection or test is made at a point other than the premises of Seller or a subcontractor, it shall be at the expense of Buyer except as otherwise provided in this Order, provided, that in case of rejection, Buyer shall not be liable for any reduction in value of samples used in connection with such inspection or test.

All inspections and tests shall be performed in such a manner as not to unduly delay the work. Seller shall pay any additional cost of inspection and test when Goods are not ready at the time such inspection and test is requested by Buyer or when re-inspection or retest is necessitated by prior rejection. Inspection and acceptance or rejection of the Goods shall be made as promptly as practicable after delivery to Buyer's plant or to such other place of final delivery as may be specified herein. Failure to inspect and accept or reject the Goods shall neither relieve Seller from responsibility for such Goods as are not in accordance with the P.O. requirements nor impose liability on Buyer therefor.

**12. Quality Control** - Seller shall provide and maintain a quality control system in accordance with prevailing industry standards and acceptable to Buyer. Records of inspections made by Seller shall be kept during the performance of this Order and/or such additional time as may be specified by Buyer, and such records shall be made available to Buyer upon request. If a specification number is noted for the Goods, Seller shall, upon request, furnish a notarized report confirming manufacture of the articles according to specification. Such report shall bear Buyer's P.O. number and a description of the Goods shipped must be received prior to or at the time of arrival of the Goods.

**13. Warranty** - Seller warrants that all Goods shall (a) be free from any defects in workmanship, material and design; (b) conform to applicable specifications and other requirements specified by Buyer; (c) be fit for their intended purpose and operate as intended; (d) be merchantable; (e) be free and clear of all liens, security interests or other encumbrances; and (f) not infringe or misappropriate any third party's patent or other intellectual property rights. These warranties survive any delivery, inspection, acceptance or payment of or for the Goods by Buyer, and together with any service guarantees, shall run to Buyer and its customers. These warranties are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of Buyer's discovery of the noncompliance of the Goods with the foregoing warranties. If Buyer gives Seller notice of noncompliance with this Section within three (3) years from the date of delivery, in addition to any other remedies Buyer may have, Seller shall, at its own cost and expense, promptly replace or repair the defective or nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming Goods to Seller and the delivery of repaired or replacement Goods to Buyer. In the event that Seller is unable to promptly replace the defective or nonconforming Goods, Seller shall refund Buyer the amount paid for the defective or nonconforming Goods plus any actual and direct expenses incurred.

**14. Termination** - (a) Buyer may, by written notice of default, cancel the P.O. in whole or in part if (1) Seller fails to make timely delivery, time being of the essence; or (2) Seller fails to comply with any provision hereof; or (3) Seller fails to make sufficient progress and thereby endangers performance of this Order according to its terms; and if Seller fails to cure such failure within ten (10) days, or such longer period as may be specified in the notice, from the date of receiving the notice; (4) any voluntary or involuntary proceeding in bankruptcy or insolvency is commenced by or against Seller, or in the event of a receiver or assignee for the benefit of creditors, with or without Seller's consent; or (5) there is any change in control and/or ownership of Seller. (b) If Buyer cancels this P.O. pursuant to this Section, Buyer may procure substitute Goods in a commercially reasonable manner and Seller shall be liable for any excess cost occasioned thereby. (c) If Buyer cancels pursuant to this paragraph, Buyer, in addition to other remedies, may require Seller to transfer title and to deliver, (1) any completed Goods, (2) any partly completed Goods, and (3) any plans, drawings, information, and contract rights produced or acquired for the performance of the canceled portion of this Order. (d) Buyer's rights under this paragraph shall not be exclusive and are in addition to any other rights and remedies Buyer may have. If Buyer terminates this Order for any reason, Seller's sole and exclusive remedy is payment at the P.O. price for the Goods received and accepted by Buyer prior to the termination.

**15. Waiver** - No waiver by any party of any of the provisions of this Order shall be effective unless explicitly set forth in writing and signed by the party against whom waiver is asserted. Except as otherwise set forth in the Order, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Order shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. For the avoidance of doubt, Buyer's failure to insist upon strict performance of any provision of this Order shall not be construed as a waiver of subsequent or other breach by Seller.

**16. Force Majeure** - Neither party hereto shall be liable for any delay or failure to perform, and performance shall be excused, if such failure is due to cause beyond the reasonable control of the party and its subcontractors, without such party's fault or negligence, and which by its nature could not have been foreseen by such party or, if it could have been foreseen, was unavoidable. Such causes include, but are not limited to, acts of God, or of a public enemy, or of the other party, or of the Government; unusually severe weather, fires, floods, wind, hurricane, pandemics, epidemics, quarantine, strikes and/or embargoes. Seller shall use all diligent efforts to end the failure or delay of its performance, ensure that the effects of any such event are minimized and resume performance under the P.O. If such an event prevents Seller from carrying out its obligations under the P.O. for a continuous period of more than thirty (30) days, Buyer may terminate this Order immediately by giving written notice to Seller and Buyer shall receive a pro-rata refund of any prepaid, unused fees.

**17. Special Tooling** - Unless otherwise specified, items of special tooling, such as jigs, dies, fixtures, molds, patterns, gauges, and test equipment, shall be furnished by Seller, at Seller's sole cost and expense, as required. Seller shall keep special tooling in good repair and replace it when necessary. Title to such special tooling shall remain in Seller, except that Buyer may reimburse Seller for the cost of the special tooling, or any part thereof, and shall upon such reimbursement become the owner thereof entitled to possession at the completion or earlier termination of this Order. If Buyer furnished such items of special tooling, title to same shall remain in Buyer and it shall be subject to Buyer's control, except that Seller shall be responsible for upkeep and replacement of such tooling while same is in Seller's possession.

**18. General Indemnification** - Seller shall defend, indemnify and hold harmless Buyer, Buyer's subsidiaries, affiliates, successors or assigns and their respective directors, officers, shareholders and employees and Buyer's customers (collectively, "Indemnitees") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers arising out of or occurring in connection with the Goods purchased or procured from Seller or Seller's negligence, willful or intentional misconduct, fraud, or breach of the Terms. Seller shall not enter into any settlement without Buyer's or Indemnitee's prior written consent, such consent not to be unreasonably withheld or delayed.

**19. Intellectual Property Indemnity** - Seller agrees to indemnify and hold harmless Buyer and any Indemnitees against any liability, including costs and expenses, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder, for or by reason of any actual or alleged infringement of any patent, copyright, trade secret or other intellectual property right arising out of the manufacture, use, sale, import, offer to sell, or disposal of Goods.

**20. Recalls** - Seller will defend, indemnify and hold harmless the Buyer and any Indemnitees from and against all claims, and all losses incurred by or awarded against an Indemnitee in connection with any such claim, related to any recall, repair, replacement or refund of the price of any Goods or any product incorporating the Goods (a "Recall"), provided that such Recall is based upon a defect, whether of warning, design or manufacture, in such Goods, or the failure of such Goods to conform to any standard to which such Goods are required by law to conform, or the failure of such Goods to conform to any warranty, specification or standard set forth herein. If the Goods are not the sole cause of the Recall, then Buyer will apportion its

losses in a reasonable manner as determined by Buyer.

**21. Confidentiality and Data Protection** - Subject to any non-disclosure or confidentiality agreement between the parties, all non-public, confidential or proprietary information of the Buyer, whether or not marked, designated or otherwise identified as "confidential", including, but not limited to, all drawings, specifications, designs, financial information, customer information, personal information about Buyer or Buyer's customers, marketing plans, or other information furnished by, or on behalf of, Buyer to Seller ("Buyer Protected Data"), shall be maintained in confidence and subject to all applicable laws including data privacy and protection laws. Seller shall not reproduce, disclose, duplicate or use Buyer Protected Data except to the extent required for the performance of this Order, and as instructed by Buyer in writing. Upon completion of this Order, Seller shall promptly return to Buyer all Buyer Protected Data provided by or on behalf of Buyer in connection herewith, together with all copies or reprints made thereof, and Seller shall thereafter make no further use either directly or indirectly of any such Buyer Protected Data or of any information, data, or samples derived therefrom, without Buyer's express, prior written consent. Buyer shall be entitled to injunctive relief for any violation of this Section, and such right shall be in addition to all other rights and remedies available to Buyer at law and in equity, and shall be without the requirement to post any bond or other security. This Section shall not apply to information that is: (a) in the public domain; (b) known to the Seller at the time of disclosure without an obligation of confidentiality; or (c) rightfully obtained by the Seller on a non-confidential basis from a third party, or (d) independently developed by or for Seller by employees, agents, or contractors without any knowledge of the confidential information. Pursuant to the Defend Trade Secrets Act of 2016, Seller shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that: (a) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

**22. Limitation of Liability** - In no event shall Buyer be liable to Seller for indirect, incidental, special, punitive or consequential damages, including damages for lost opportunities, lost profits from this Order or any other transaction, or lost savings, even if such damages were foreseeable or result from a breach of these Terms. In no event will Buyer be responsible for any liabilities or damages resulting from, or in any way related to, this Order, whether in contract, warranty, indemnity, tort (including negligence), strict liability, or otherwise greater the price allocable to any Goods or any part thereof that gives rise to the claim, except to the extent such liabilities or damages are resulting from the gross negligence or willful misconduct of Buyer.

**23. Inventions** - Seller agrees that all data, models, reports, programs, plans, drawings, concepts, designs, software, work product, deliverables and original works of authorship prepared by Seller (or Seller's suppliers or affiliates) under this Order ("Deliverables") will be deemed to have been prepared for Buyer and will be considered a "workmade for hire" pursuant to The Copyright Act of 1976, as amended, and all rights title, interests, and the copyright thereto will be owned exclusively by Buyer. Seller hereby irrevocably assigns to Buyer, and shall cause all employees and permitted contractors performing on its behalf to irrevocably assign to Buyer via written agreement, all right, title and interest in and to said Deliverables and any copyright thereto in the USA and worldwide, including all rights to registration, publication, rights to create derivative works, and all other rights incident to copyright ownership and Seller waives any moral rights to such Deliverables. If a court holds that any Deliverables are not works made for hire, Seller transfers and hereby assigns such Deliverables to Buyer at Buyer's request in consideration for the compensation paid to Seller for this Order. In the event that Seller is unable to assign any rights to Buyer in the Deliverables, Seller hereby grants to Buyer a non-exclusive, worldwide, perpetual, irrevocable, assignable, transferable, royalty-free and sublicensable(through multiple tiers) right and license in and to the Deliverables to commercialize, sell, distribute, publish, publicly perform and otherwise use the Deliverables in Buyer's sole discretion. Seller will disclose promptly and in writing to Buyer all inventions, discoveries, improvements, concepts, or designs ("Inventions") conceived, made or reduced to practice by Seller: (a) based upon information to which Seller has access as a result of visits to Buyer facilities or discussions with Buyer personnel; or (b) in connection with the manufacture of the Goods that are the subject of this Order. Seller agrees that such Inventions will be Buyer's exclusive property, whether or not patent applications are filed thereon. Seller hereby assigns to Buyer all right, title and interest in and to such Inventions and will cooperate with Buyer to execute all documents and perform such acts as may be necessary or convenient to secure or enforce for Buyer worldwide statutory protection, including patent, trademark, trade secret or copyright protection, for all Inventions assigned to Buyer pursuant to this Section.

**24. Subcontracting** - Seller agrees to obtain Buyer's prior written approval before subcontracting this Order or any portion thereof; provided, however, that this limitation shall not apply to the purchase by Seller of standard commercial Goods or raw material(s). Seller shall select subcontractors (including suppliers) on a competitive basis to the maximum extent practical, remaining consistent with the objectives and requirements of this Order. Seller shall remain solely and primarily liable and responsible for all acts and omissions of its permitted subcontractors.

**25. Assignment** - Seller may not assign this Order or any portion thereof without the express prior written consent of Buyer.

**26. Advertising** - Seller shall not, without first obtaining the written consent of Buyer, in any manner, use any of Buyer's trademarks or advertise or publish the fact that Seller has or has contracted to provide Goods to Buyer.

**27. Compliance with Law** - Seller represents that it has complied and will continue, during performance of this Order, to comply with the provisions of all applicable Federal, State and local laws and with rules and regulations issued pursuant thereto. Seller represents and warrants that Seller has reviewed and will comply with Buyer's Supplier Code of Business Conduct, Anti-Bribery Policy, and Human Rights and Prevention of Human Trafficking Policy, each of which a) are incorporate into this Agreement by reference, b) may be amended from time to time with or without notice, and c) may be found at [www.southwire.com/sustainability/doing-right-connection](http://www.southwire.com/sustainability/doing-right-connection) or [www.doingrightconnection.com](http://www.doingrightconnection.com). Without limiting the foregoing general obligation, Seller certifies by acceptance hereof that it has and will comply specifically with the following: (a) The "Fair Labor Standards Act" of 1938 as amended, and all regulations and rules issued there under (b) The "Robinson-Patman Act" of 1936 as amended, and all regulations and rules issued there under (c) The "Public Contracts (Walsh-Healy) Act" of 1936 as amended and all regulations and rules issued there under (d) The Federal Occupational Safety and Health Act of 1970 and any rules, regulations, standards or orders issued thereunder; (herein collectively called OSHA Requirements) and all rules and regulations there under (e) The Consumer Product Safety Act of 1972 as amended. Seller agrees to indemnify, defend and hold harmless Buyer against any claims, losses, damages, fines, costs and expenses suffered or incurred by Buyer as a result of any violation of or non-compliance with such standards and regulations. Seller agrees to furnish Buyer any and all information regarding compliance with such standards and regulations.

**28. Relationship of the Parties** - Nothing contained in this Order shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between Buyer and Seller, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. No relationship of exclusivity shall be construed from this Order and Buyer may buy the same or similar products from other third parties.

**29. No Third-Party Beneficiaries** - This Order is for the sole benefit of Buyer and Seller hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

**30. Attorney's Fees** - Seller shall reimburse Buyer for reasonable attorney's fees necessarily incurred in order to enforce this Order or any provision hereof or to secure costs and/or damages or to pursue any other remedy, legal or equitable, arising from breach hereof.

**31. Governing Law** - All matters arising out of or relating to this Order shall be governed by and construed in accordance with the internal laws of the State of Georgia without giving effect to any choice or conflict of law provision or rule (whether of the State of Georgia or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Georgia.

**32. Disputes** - Any dispute concerning a question of fact arising hereunder which is not disposed of by agreement shall be decided by Buyer, who shall set forth its decision in writing and mail or otherwise furnish a copy thereof to Seller. Buyer's decision shall be final and conclusive, unless within thirty (30) days from the date of receipt of the decision, the Seller disputes

the decision and submits the controversy or claim to arbitration in Carrollton, Georgia or such other location to be designated by Buyer, in accordance with the rules of the American Arbitration Association; such rules are hereby specifically incorporated by reference herein. A copy of such submission shall be simultaneously furnished to Buyer.

**33. Non-Discrimination and Affirmative Action** - Buyer has a policy of non-discrimination and affirmative action to ensure equal opportunity in employment without regard to race, color, national origin, sex, religion, sexual orientation, gender identity, disability, status as a veteran or membership in any other class protected under applicable law. Buyer requires that Seller similarly adopt a policy of non-discrimination and affirmative action.

**Specifically, where applicable, Buyer and Seller must abide by the requirements of 41 C.F.R. §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a) as if fully set forth herein. Among other things, these regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.**

In addition, where applicable, Seller is required to: maintain an affirmative action program; comply with related recordkeeping requirements; comply with 41 C.F.R. § 60-1.7 (filing of EEO-1 reports) and 41 C.F.R. Part 61-300 (filing of annual veterans employment report); and by entering into this subcontract or purchase order Seller certifies that it neither maintains nor utilizes segregated employee facilities as provided in 41 C.F.R. § 60-1.8. Seller also is required to comply, where applicable, with FAR 52.222-21 (Prohibition of Segregated Facilities), FAR 52.222-26 (Equal Opportunity), FAR 52.222-35 (Equal Opportunity for Veterans), FAR 52.222-36 (Equal Opportunity for Workers with Disabilities), and FAR 52.222-37 (Employment Reports on Veterans).

**34. Notices** - All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the P.O. or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Order, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

**35. Severability** - If any term or provision of this Order is invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

**36. Survival** - Provisions of this Order which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Order including, but not limited to, the following provisions: Sections 8, 13, 18, 19, 20, 21, 22, 23, 26, 27, 30, 31, 33 and 35.

Revised 12/31/2023