**GLOBAL TERMS AND CONDITIONS OF PURCHASE**

**1. ACCEPTANCE.** These Global Terms and Conditions of Purchase (“Terms”) shall be incorporated and made a part of all purchase orders and related documents. Any modification of these Terms must be in writing and signed by Buyer. Buyer’s acceptance of the Order from Buyer, to Seller the (“Order”). Seller’s acceptance of the Order shall occur upon the earlier of: (a) Seller’s acknowledgement of the Order, or (b) Seller’s commencement of manufacturing or shipment of goods or performance of services under the Order. The Order is an offer or counter-offer. Buyer’s failure to deliver goods or perform services as required is a breach of these Terms unless Buyer cure such breach within a reasonable period of time after receiving written notice from Buyer. If Buyer fails to cure such breach within a reasonable period of time, the Order shall be deemed to be terminated, and Seller shall be entitled to any liquidated, equitable, and legal relief it may have, including, but not limited to, liquidated damages on late delivery of documentation, goods and/or services. The liquidated damage amount shall be determined by the amount reasonably required to meet Buyer’s delivery schedule. Items received in advance of such schedule may, at Buyer’s option, be returned at Seller’s risk of loss and expense or be accepted, with payment withheld until the scheduled delivery date. Buyer shall have no liability to Seller for Buyer’s failure to perform any of its obligations under the Order if such failure are caused in whole or in part by events beyond Buyer’s control. Deliveries in excess of those authorized by Buyer shall be at Seller’s risk of loss and costs (including all storage, shipping and handling) and may be returned to Seller or disposed of by Buyer without any liability to Seller.

**3. DOCUMENTATION.** All invoices for goods must reference the Order number, quantity of pieces in the shipment, number of cartons or containers in the shipment, bill of lading number, and other information required by Buyer. For international shipments, Seller shall include a customs declaration linked to the Order, a description of the goods, and the Country of Origin. Seller shall provide Buyer with a packing list, invoice, and any correspondence relating to the Order. Two copies of the packing list (providing the quantity and description of the goods contained therein) shall be placed within the container.

**4. INSPECTION AND REMEDIES.** All delivered goods and services must comply with Buyer’s Quality Manual as well as requirements contained in the Orders and Seller’s quality manual. Buyer’s Quality Manual can be found on Buyer’s corporate website and/or provided upon request. Buyer will issue a written notice of non-conformance to Seller within fifteen (15) days after receipt. If Buyer has not issued a written notice of non-conformance within fifteen (15) days after receipt, Buyer shall be deemed to have accepted the goods and services. If Seller does not receive written notice of non-conformance from Buyer within twelve (12) months of delivery, Buyer shall be deemed to have accepted the goods and services.

**5. WARRANTY.** (a) In addition to any other express or implied warranties provided by law or otherwise, Seller warrants with respect to goods and services provided under the Order that (i) Seller has clear title, free of all liens and encumbrances; (ii) there are no claims of third parties of any nature whatsoever arising out of or related to the goods or services; (iii) all goods (including without limitation hardware, software, firmware, and systems consisting of goods working together) and data are new and in strict conformance with the specifications, drawings, samples, designs, or other descriptions furnished to or by Buyer, and shall be merchantable, of good quality and workmanship, free from defects in material, design, and workmanship, and fit for Buyer’s particular purpose; (iv) all services shall be performed in a competent manner in accordance with the applicable Buyer’s Quality Manual (as provided below) and return such goods and Seller shall refund any payment made by Buyer for returned goods, including documented shipping costs and all applicable taxes, fees, duties, and other related costs and any associated markup; (ii) return such goods to Seller for repair or replacement at no additional cost to Buyer (at Seller’s risk of loss and expense of unpacking, examining, repacking, and shipping); (iii) retain such goods or services at an adjusted price. In the event of an emergency, the Buyer shall have the right to undertake the repair or replacement without notification of the Seller and back charge Seller for additional costs. These remedies are in addition to any other remedies available to Buyer, (ii) return all delivered goods and (iii) Buyer does not assume any responsibility for or have any liability for any costs, losses, or expenses incurred by Buyer during manufacture, prior to delivery, or within a reasonable time after delivery, does not constitute acceptance of any work-in-process or finished goods. Buyer’s acceptance, inspection, or failure to inspect does not relieve Seller of any of its responsibilities or warranties.

**5. WARRANTY.** In addition to any other express or implied warranties provided by law or otherwise, Seller warrants with respect to goods and services provided under the Order that (i) Seller has clear title, free of all liens and encumbrances; (ii) there are no claims of third parties of any nature whatsoever arising out of or related to the goods or services; (iii) all goods (including without limitation hardware, software, firmware, and systems consisting of goods working together) and data are new and in strict conformance with the specifications, drawings, samples, designs, or other descriptions furnished to or by Buyer, and shall be merchantable, of good quality and workmanship, free from defects in material, design, and workmanship, and fit for Buyer’s particular purpose; (iv) all services shall be performed in a competent manner in accordance with the applicable Buyer’s Quality Manual (as provided below) and return such goods and Seller shall refund any payment made by Buyer for returned goods, including documented shipping costs and all applicable taxes, fees, duties, and other related costs and any associated markup; (ii) return such goods to Seller for repair or replacement at no additional cost to Buyer (at Seller’s risk of loss and expense of unpacking, examining, repacking, and shipping); (iii) retain such goods or services at an adjusted price. In the event of an emergency, the Buyer shall have the right to undertake the repair or replacement without notification of the Seller and back charge Seller for additional costs. These remedies are in addition to any other remedies available to Buyer, (ii) return all delivered goods and (iii) Buyer does not assume any responsibility for or have any liability for any costs, losses, or expenses incurred by Buyer during manufacture, prior to delivery, or within a reasonable time after delivery, does not constitute acceptance of any work-in-process or finished goods. Buyer’s acceptance, inspection, or failure to inspect does not relieve Seller of any of its responsibilities or warranties.

**6. TERMINATION.** (a) Buyer may terminate all or any part of its purchases under the Order, without liability to Buyer, if Buyer (i) breaches any of the terms, conditions, or covenants of these Terms, (ii) breaches these Terms (including Seller’s warranties and covenants); (iii) fails to make progress so as to endanger timely and proper performance of the Order, and such failure, if curable, is not cured within ten (10) days (or any shorter period that is commercially reasonable under the circumstances) after written notice there of by Buyer; or (iv) fails to make a payment to Buyer when due for goods or services under the Order within thirty (30) days (or any shorter period that is commercially reasonable under the circumstances) after the due date. (b) If Buyer is in breach of these Terms and Seller has not cured such breach within a reasonable period of time, Buyer (i) may, at Buyer’s option, be returned at Seller’s risk of loss and expense or be accepted, with payment withheld until the scheduled delivery date. Buyer shall have no liability to Seller for Buyer’s failure to perform any of its obligations under the Order if such failure are caused in whole or in part by events beyond Buyer’s control. Deliveries in excess of those authorized by Buyer shall be at Seller’s risk of loss and costs (including all storage, shipping and handling) and may be returned to Seller or disposed of by Buyer without any liability to Seller.

**7. PACKING, MARKING, AND SHIPMENT.** Seller shall suitably pack, mark, and ship goods in accordance with the instructions of Buyer and the requirements of the carrier transporting such goods. Any such instructions to Seller shall be in writing, in the Order or in Buyer’s shipping documents. Export and trade credits shall belong to Buyer. If applicable, Seller shall include a customs declaration linked to the Order, a description of the goods, and the Country of Origin. Seller shall provide Buyer with a packing list, invoice, and any correspondence relating to the Order. Two copies of the packing list (providing the quantity and description of the goods contained therein) shall be placed within the container.

**8. LIMITATION OF LIABILITY.** EXCEPT WITH RESPECT TO ANY PURCHASER, (i) BREACH OF CONFIDENTIALITY; (ii) PAYMENT OF LIQUIDATED DAMAGES; (iii) THIRD PARTY CLAIMS SUBJECT TO INDEMNIFICATION OBLIGATIONS; (iv) INTELLECTUAL PROPERTY INFRINGEMENT; and (v) FAILURE TO COMPLY WITH LAWS AND REGULATIONS, NEITHER PARTY SHALL BE LIABLE WHETHER BY WAY OF INDEMNITY OR BY REASON OF ANY BREACH OF CONTRACT OR OF STATUTORY DUTY OR BY REASON OF TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THE ORDER, INCLUDING ANY TERMINATION, REJECTION, OR REVOCATION OF ACCEPTANCE OF ALL OR ANY PART OF THE ORDER.

**9. INDEMNITY.** Seller shall defend, indemnify, and hold Buyer and its directors, officers, members, employees, customers, affiliates, agents, contractors, successors, and assigns harmless from and against any and all claims, liabilities, losses, damages, actions, and expenses (including attorneys’ fees) in connection with the transaction for the goods and/or services described in the Order (as provided below) and return such goods and Seller shall refund any payment made by Buyer for such returned goods, including documented shipping costs and all applicable taxes, fees, duties, and other related costs and any associated markup; (ii) return such goods to Seller for repair or replacement at no additional cost to Buyer (at Seller’s risk of loss and expense of unpacking, examining, repacking, and shipping); (iii) retain such goods or services at an adjusted price. In the event of an emergency, the Buyer shall have the right to undertake the repair or replacement without notification of the Seller and back charge Seller for additional costs. These remedies are in addition to any other remedies available to Buyer, (ii) return all delivered goods and (iii) Buyer does not assume any responsibility for or have any liability for any costs, losses, or expenses incurred by Buyer during manufacture, prior to delivery, or within a reasonable time after delivery, does not constitute acceptance of any work-in-process or finished goods. Buyer’s acceptance, inspection, or failure to inspect does not relieve Seller of any of its responsibilities or warranties.

**10. INSURANCE.** (a) Seller shall purchase from and maintain, in a company or companies lawfully organized and qualified to do business in the jurisdictions where the work will be performed, all the insurance described in the Agreement shall be free from apparent and hidden defects or deficiencies. (b) These warranties extend to Buyer and its successors and assigns and to customers and users of Buyer’s products and services and such warranties shall be obligation of Seller shall not be affected, impaired, or released by any act, omission, or default of Buyer, by the consummation of any merger or consolidation, or by bankruptcy, insolvency, reorganization, receivership, or assignment for the benefit of creditors of Buyer. In addition to the other warranties granted, Seller warrants that all goods and services provided under the Agreement shall be free from apparent and hidden defects or deficiencies. (d) Seller shall use its best efforts to ensure that all warranties provided by sub-sellers and manufacturers are assigned to the applicable Buyer. If any warranty cannot be so assigned, Seller shall use its best efforts to make that warranty available for the applicable Buyer’s benefit. Seller shall deliver a copy of each written warranty provided by sub-sellers and manufacturers to the applicable Buyer. (e) Remedies for breach of these warranties are cumulative and shall include those provided under these Terms and any other available at law or in equity.
limits of $2,000,000 Product, Complete Operations Aggregate, and $2,000,000 General Aggregate; (ii) Automobile Liability, if Seller will be on Buyer’s site – covering all losses, damages, costs, and expenses caused to others or to Buyer’s property, at all times, but not more than the combined single limit of $1,000,000 or applicable statutory limits; (iii) Workers Compensation and Employers’ Liability, if Seller will be on Buyer’s site – with minimum limits of $500,000; (iv) Umbrella Liability – the required coverages may be provided by any combination of primary and Umbrella Liability coverage; (v) If applicable, Professional Indemnity Insurance, if Seller will be on Buyer’s site, in an amount sufficient to provide warranty protection for any services or products provided to Buyer by Seller. If applicable, Pollution Liability with minimum limits of $1,000,000. The monetary limits listed in this Section 10 are U.S. Dollar amounts however the monetary limits may be expressed in the local currency of the Seller, but shall not be less than the equivalent sum calculated at prevailing market exchange rates.

Buyer’s obligations include but are not limited to: (A) permits and/or technical attachments; (B) the Order; (ii) Schedule; (iii) additions to or deletions from quantities ordered; (iv) Schedule; (v) price of goods or services to Buyer and that it will strictly adhere to any current, future or reformed rules or regulations from the US Securities and Exchange Commission involving Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the “Act”) relating to the purchase of minerals bought from the Democratic Republic of the Congo and adjoining countries. The Order incorporates by reference any applicable export laws and regulations applicable in the jurisdiction of the place from where Seller is exporting the goods. In addition Seller agrees to comply with any import laws and regulations of the jurisdiction of the place to which the goods are manufactured, produced or imported. The Buyer shall be discharged in whole or in part by a waiver or renunciation unless supported by consideration and made in writing signed by the aggrieved party. No failure to enforce a breach of any provision of the Order shall be deemed a waiver of any other breach of such or other provisions.

19. CONTRACTS AND COOPERATIVE AGREEMENTS. This Section 19 shall apply if the goods or services are sold to or be delivered or performed in the Americas, and are to be delivered or performed under the Order for the purpose of enabling Buyer to perform a government contract, subcontract, cooperative agreement, or grant. The Order incorporates by reference any clauses required to be included by such contract, subcontract, cooperative agreement, or grant or by any applicable law, ordinance, rule, or regulation, and implementing rules and regulations of all of the preceding, including, but not limited to the equal employment opportunity clause in Section 202 of Executive Order 11246 of September 24, 1965, as amended from time to time and to the extent required, Executive Order 13658 of February 12, 2014.

20. POLICY STATEMENTS, DOCUMENTS, AND OTHER INFORMATION. Buyer, at its discretion, may require Seller to keep confidential for any purpose other than the performance of the work under the applicable Order. Seller shall provide to Buyer, without restriction on use or disclosure, all information and documents that Seller has or may develop or acquire related to the work Seller is performing under the Order. Such information and documents shall be deemed Seller’s Confidential Information which Seller is required to keep confidential for any purpose other than the performance of the work under the applicable Order. Seller shall provide to Buyer,