GE Additive Technology (China) Company Limited

GENERAL CONDITIONS OF PURCHASE

1. Applicability and Order of Precedence

1.1. Any General Conditions of Purchase apply for the purchase of goods, services, or both (collectively, "Goods") as described in a Purchase Order issued by, or in an agreement signed by, GE Additive Technology (China) Company Limited 通用电气科技（中国）有限公司, or any of its affiliates, hereinafter referred to as "Buyer," from a supplier as described in a Purchase Order or contract or agreement, hereinafter the "Supplier," either being referred to as "Party", and collectively as "Parties".

1.2. A "Purchase Order" is an order issued by Buyer for the purchase of Goods, together with the specifications, drawings, terms and conditions, or other documents referred to, attached to, or incorporated by reference in a Purchase Order.

2. Price

2.1. Supplier will furnish the Goods at the prices stated in the Purchase Order. Unless otherwise provided, the prices include all packaging and freight to the specified delivery point; applicable taxes and other government charges, and all customs duties, fees, or charges that must be separately itemized on all Supplier invoices. To the extent that value added tax (or any equivalent tax) is properly chargeable on the supply to Buyer of any Goods, Buyer will pay the tax as an addition to payments otherwise due to Supplier under the Purchase Order, if Supplier provides to Buyer a value-added tax (or equivalent tax) invoice.

3. Delivery, Shipment, and Packaging

3.1. Supplier will deliver Goods to location and in the quantities and on the date(s) specified in the Purchase Order. Time is of the essence and failure to deliver Goods in accordance with the date(s) specified in the Purchase Order will be considered a material breach.

3.2. All Goods will be packaged according to Buyer's instructions or, if none, according to good commercial practice in a manner sufficient to ensure receipt in an undamaged condition. If Goods are damaged during transit as a result of Supplier's failure to package the Goods in this manner, Supplier will be responsible for replacing any portion of the damaged or nonconforming portions of the Goods.

3.3. Supplier will provide Buyer with any documents or information Buyer may require to comply with international trade regulations or to lawfully minimize duties, taxes, and fees.

3.4. The Supplier must provide Buyer with all information and data necessary to comply with shipping and/or export, customs, and foreign trade laws.

4. Shipping Terms, Title Transfer and Risk of Loss

4.1. Unless otherwise agreed, Supplier will deliver the Goods "DAP (Incoterms 2010)" to the Buyer-designated location.

4.2. Title to Goods passes to Buyer upon receipt of the Goods at the Buyer-designated location, whether it is an address of the Buyer or of any third party designated by Buyer.

4.3. Supplier will compensate Buyer for any extra freight costs including duties, taxes, and tariffs, if Supplier's shipment is nonconforming in any aspect.

5. Inspection

5.1. Buyer will inspect all or a sample of Goods, at Buyer's option, and may reject all or any portion of the Goods that are defective or nonconforming. No inspection, tests, approval, design approval, or acceptance of the Goods relieves Supplier from responsibility for warranty or any defects.

6. Invoicing and Payment

6.1. Supplier will submit to Buyer, after each shipment made unless otherwise instructed by Buyer, an invoice listing a description of the Goods provided and, as applicable, part numbers, quantity, hours, unit and total prices, taxes and other government charges itemized and identified separately on the invoice as well as other necessary invoicing information.

6.2. Payment shall be made, unless otherwise agreed, within 15 days with 3% discount or within 60 days without discount.

7. Warranty

7.1. Supplier warrants to Buyer, its successors, assigns, customers, and end users that all Goods (including all replacement or corrected Goods or components): will be free from defects in material, workmanship, and design; will conform to applicable drawings, designs, quality control plans, specifications and samples and other descriptions furnished or specified by Buyer; will be merchantable and fit for the intended purpose (that the Goods are not of a type or design furnished by Buyer); will comply with all laws; will be free and clear of any and all liens or other encumbrances and will not infringe any patent, published patent application, or other proprietary or intellectual property rights of the Third Party. Goods that do not meet all of the preceding standards are collectively called "Nonconforming Goods." Services will be performed in accordance with the highest standards in the industry.

7.2. The Warranty Period is 48 months from the date of delivery. For Goods that are commonly considered consumables, the Warranty Period is 24 months. These warranties are exclusive, delivery, inspection, acceptance, and payment by Buyer. Claims for breach of warranty do not affect Buyer's right to discover of Nonconforming Goods, even if the Goods were previously inspected. Any applicable statute of limitations runs from the date of discovery.

7.3. Buyer may, by written notice to Supplier, require Supplier to promptly correct or replace the Nonconforming Goods. In the event that Supplier fails to correct or replace the Nonconforming Goods within reasonable time, Buyer may at its option repair any retained defective or Nonconforming Goods at Supplier's expense; replace them with Goods from another supplier and charge the Supplier the cost thereof; or terminate the Purchase Order for cause.

7.4. In this Agreement, the term "Deliverables" means all items in tangible and intangible form, including drawings, works of authorship, programs, derivative works, source code, object code, ideas, techniques, methods, processes, information, data, documentation, and materials, that Supplier creates, prepares, or delivers to Buyer, or otherwise provides to Supplier, and that Supplier's obligations regarding its sub-suppliers and subcontractors. If Supplier's Quality System fails to comply with the terms of this Purchase Order, Buyer may require additional quality assurance measures at Supplier's expense necessary to meet Buyer's Quality Requirements.

8. Quality

8.1. When requested by Buyer, Supplier shall deliver without any delay submit real-time production and process data ("Quality Data") in the form and manner requested by the Buyer. Supplier shall provide and maintain an inspection, testing and process control system ("Suppliers Quality System") covering the Goods provided hereunder that is acceptable by Buyer and its customer and complies with Buyer's quality policy, quality requirements in this Purchase Order and/or other quality requirements that are otherwise agreed to in writing by the parties ("Quality Requirements"). Acceptance of Supplier's Quality System and approval of qualification by Buyer does not change the Supplier's obligations towards Buyer under this Purchase Order, including Supplier's obligations regarding its sub-suppliers and subcontractors. If Supplier's Quality System fails to comply with the terms of this Purchase Order, Buyer may require additional quality assurance measures at Supplier's expense necessary to meet Buyer's Quality Requirements.

8.2. Supplier shall keep complete records relating to Supplier's Quality System, including all testing and inspection data and shall make such records available to Buyer and its customer for the longer of: (a) three (3) years after completion of this Purchase Order; (b) such period as set forth in the specifications applicable to this Purchase Order; or (c) such period as required by applicable Law.

8.3. Buyer shall have the right, at no charge to Buyer, to access the sites where the work under this Agreement is performed, in order to (1) conduct quality audits, (2) perform or witness inspections or tests of the Goods or Services furnished hereunder at Supplier's facility (or elsewhere), (3) assess conformance with Buyer's specifications.

8.4. If Supplier is not the manufacturer of the Goods, Supplier shall certify the traceability of the Goods to the original equipment manufacturer on the certificate of conformance. If Supplier cannot certify traceability of the Goods, Supplier shall not ship such Goods to Buyer without obtaining Buyer's written consent.

8.5. Any review or approval of drawings by Buyer shall be for Supplier's convenience and shall not relieve Supplier of its responsibility to meet all requirements of this Purchase Order.

8.6. Notwithstanding any rights Buyer has to audit Supplier, all Goods supplied under this Agreement shall be received subject to Buyer's right of inspection, count, testing, acceptance, and/or rejection per the technical specifications. Payment for Goods delivered hereunder shall not constitute acceptance thereof, and all payments against documents shall be subject to Buyer's rights of inspection, rejection, demand, or liability, including without limitation reasonable attorney and professional fees and costs, settlements, compromises, judgments, or verdicts, incurred by or demanded of an Indemnitee arising out of, resulting from, or occurring in connection with the Supplier's negligence, willful misconduct, breach of the terms of a Purchase Order or these General Conditions of Purchase, or delivery of Nonconforming Goods or failure to meet other conditions as may be agreed to when and as conditions arise or be discovered (an "Indemnified Event"). Indemnified Events include without limitation claims brought by Buyer's customers, third-party claims, and inter-party claims. In
no event will Supplier enter into any settlement concerning an Indemnified Event without Buyer's prior written consent.

10. Intellectual Property Indemnification

10.1. For Goods provided under any Purchase Order, Supplier will, at its expense, defend, indemnify, and hold Innocentie harmless from any and all claims, costs, expense, damage, claim, demand, or liability, including reasonable attorney and professional fees and costs, and the cost of settlement, incurred by or demanded from Innocentie resulting from, or occurring in connection with any alleged: (a) patent, copyright, or trademark infringement; (b) unlawful disclosure, use, or misappropriation of a trade secret; or (c) violation of any other third-party intellectual property rights arising out of the use, sale, importation, distribution, reproduction, or licensing of any Goods or Deliverables, and from expenses incurred by Innocentie in defense of such suit, claim, or proceeding if Supplier does not undertake its defense therefor. Buyer shall notify Supplier promptly of any such suit, claim or proceeding and Supplier's assignment to Supplier's expense the defense of same. Supplier will have the right to conduct the defense of any such claim or action and, consistent with Innocentie's rights hereunder, all negotiations for its settlement. Supplier will not enter into any settlement without Buyer's prior written consent, which will not be unreasonably withheld. Innocentie may participate in defense or negotiations to protect its interests.

11. Excusable Delay (Force Majeure)

11.1. Neither Party shall be responsible for nor deemed to be in default under this Agreement in accordance with any delay in performance hereunder due to acts of God, fires, floods, war, warlike operations, insurrections, or riots ("Force Majeure Event").

11.2. Notwithstanding the above, Supplier is responsible for ensuring the supply of Goods to Buyer resumes as soon as practicable.

11.3. The Party affected by an excusable delay will promptly provide written notice to the other, including information on the expected duration of the delay, and will use all reasonable efforts to remedy the delay if it can be remedied. If Supplier's delivery is delayed, Buyer may, at Buyer's sole option, cancel scheduled deliveries or elect to extend the period of performance, and Supplier will allocate its available supply of Goods in a manner that assures Buyer of at least the same proportion of Supplier's final delivery as is allotted to Buyer under the excusable delay.

12. Notice of Delivery

12.1. When anything delays or threatens to delay the timely performance of the Purchase Order, Supplier must immediately provide written notice to Buyer in writing of all relevant information, including but not limited to the reasons for the potential delay and Supplier's short-term and long-term mitigation actions.

13. Intellectual Property, Confidentiality, and Personal Data Protection

13.1. Each Party shall exclusively own all intellectual property (including trade secrets, copyrights, trademarks, personal rights, intellectual property rights, database rights, and patents, collectively "Intellectual Property") it had prior to the commencement of this Agreement.

13.2. Supplier shall own Intellectual Property it owned prior to or developed independently from its obligations under this Agreement ("Supplier Intellectual Property") as can be demonstrated by written records. Buyer shall have an unrestricted right to use the copyrighted Intellectual Property, have modified, distribute, have distributed, sell and have sold all Goods purchased under this Agreement under the Supplier Intellectual Property. Supplier shall not assert any Supplier Intellectual Property against Buyer, or any of their customers, suppliers, or affiliates, with respect to Buyer's IP Rights, (defined below) in any Goods, or in the repair, or refurbishment of any Goods.

13.3. Buyer shall own exclusively all Deliverables and any Intellectual Property created in, or arising out of this Agreement ("Buyer's IP Rights"). All such Goods or Deliverables that are protected by copyright shall be deemed "work made for hire" for Buyer (as such phrase is defined in the U.S. Copyright Act, 17 U.S.C. § 101, or should applicable law preclude such treatment, Supplier shall give Buyer "first owner" status related to the works under the local copyright law where the work was created. If by operation of law such Intellectual Property is not owned in its entirety by Buyer upon creation, then Supplier agrees to, and does hereby transfer and assign to Buyer Supplier’s entire right throughout the world in and to such Intellectual Property. Supplier further agrees to enter into and execute any documents, and to assist in the prosecution of any applications, that may be required by Buyer to secure all its rights in Buyer's IP Rights.

13.4. Supplier agrees that it shall not sell to any third party any Goods or substantially similar products and services that is either (i) developed for Buyer under this Agreement (ii) incorporates any Confidential Information of Buyer or any of Buyer’s property, or (iii) is specifically designed or configured for use with Buyer’s products or applications using Confidential Information of Buyer, Buyer’s property, or information received, know how developed in connection with this Agreement, or copies of any Deliverables retained by Supplier. Should Supplier, without Buyer’s prior written consent and authorization, design or manufacture for sale to any person or entity other than individually supply such goods reasonably can substitute or repair, Goods purchased hereunder, or obtains governmental approval for such Goods or repair, Buyer, in any adjudication or otherwise, may require Supplier and consumer to establish that it neither Supplier nor its subcontractors used in whole or in part, directly or indirectly, any of Buyer's property, Buyer's Confidential Information or Buyer's IP Rights, as set forth herein, to provide, access at all reasonable times for Buyer's auditors to Supplier and Supplier's sub-tier supplier's books and other pertinent records.

13.5. Supplier warrants that: (a) the Goods and Deliverables shall be free of any software code distributed under, or subject to, any open source license, including the GNU Public License, the GNU Lesser General Public License, or any other license, that requires that in any instance that other software distributed with such software code be disclosed or distributed in source code form; (b) the software code is its own creation or customized from open source software code; and/or (c) the software code is distributed under the GNU Lesser General Public License.

13.6. Supplier shall deliver Goods free of any defects in materials or workmanship, which defects may be discovered either by Supplier or by Buyer up to and including the warranty period for such Goods. Supplier warrants that the Goods will be free from defects in materials and workmanship for a period of three (3) years from the date of last delivery or for the period required by local law, whichever is greater. Supplier shall be responsible for the cost of any such defects in materials or workmanship during the warranty period.

14. Changes

14.1. Buyer may, by providing written notice to Supplier, direct changes in the drawings, designs, specifications, method of shipment or packing, quantity, or time or place of delivery of the Goods; reschedule the services; or require additional or diminished services. If any such changes cause a material increase in the cost of, or the time required for, performing a Purchase Order, an equitable adjustment will be made in the Purchase Order price, delivery dates or both, and the Purchase Order will be modified in writing accordingly. Any claim for adjustment under this article may, at Buyer’s option, be deemed to be waived unless asserted by written notice and received by Buyer within 30 calendar days from the date Supplier received the Buyer-directed change to a Purchase Order. Notwithstanding any disagreement between the Parties regarding the impact of a change, Supplier will proceed diligently with its performance under the Purchase Order pending resolution of the disagreement.

15. Design, Process, Site, Source or Material Changes

15.1. Supplier will make all changes in the design, materials, manufacturing location, manufacturing equipment, production processes, changes between a manual and automated process, any other process related to the Goods in place as of the Purchase Order issuance date, with Buyer’s prior written approval of Buyer. This requirement applies whether or not the change affects costs and regardless of the type of change, including product improvements.

16. Audit

16.1. Supplier will retain and preserve all records and materials, including invoice records, pertaining to the Goods provided under a Purchase Order for a period of 10 years after final delivery of the Goods. Supplier will require each of its sub-tier suppliers to do likewise with respect to their records and materials.

16.2. For a period of 2 years from the date of last delivery, Buyer will have the right to conduct audits. Supplier will provide, and will cause each of its sub-tier suppliers to provide, access at all reasonable times for Buyer's auditors to Supplier and Supplier’s sub-tier supplier’s books and other pertinent records.
GE Additive Technology (China) Company Limited

GENERAL CONDITIONS OF PURCHASE

17. Work on Buyer’s or its Customer’s Premises and Supplier’s Personnel

17.1. If Supplier’s work under the Purchase Order involves operations by Supplier on the premises of Buyer or one of its customers, Supplier shall take all necessary precautions to prevent the occurrence of any injury to persons or damage to property during the progress of such work, including following the site’s safety rules, and shall defend and indemnify Buyer against any claim which may result in any way from any negligent or willful act or omission of Supplier, its agents, employees or subcontractors. The defense of contributory negligence shall remain unaffected.

17.2. Supplier (a) warrants that any Services rendered under the Purchase Order shall be performed by personnel regularly employed and executed in a competent and professional manner in accordance with the highest standards and best practices of Supplier’s industry, and (b) to the extent any Services are performed by the premises of Buyer or one of its customers, represents and warrants that it has or will obtain appropriate agreements and permits (including for immigration purposes) sufficient to enable full compliance with applicable regulations and all the provisions of this Agreement. As used in this Agreement, “Supplier’s Personnel” shall mean all persons and entities providing any Services under this Purchase Order, including Supplier’s employees, agents, contractors, subcontractors and suppliers, as well as anyone directly or indirectly employed or retained by any of them.

17.3. Supplier’s Personnel performing Services under this Purchase Order shall remain employees of Supplier subject to its right of direction, control and discipline and shall neither become employees of Buyer nor be entitled to any right, benefits or privileges of Buyer’s employees.

17.4. The direction, control and coordination of Supplier’s Personnel who, under the Purchase Order, might (if necessary) be required to operate, in a fixed or at least determinable, at Buyer’s premises is assigned to a Supplier’s Coordinator/Contact person.

17.5. Supplier shall indemnify Buyer for any claims, demands, costs, fines or liabilities (including attorneys’ fees) brought by the Supplier’s Personnel against Buyer, including but not limited to any co-employment and/or salary payment claims. Supplier agrees to include a clause substantially similar to the preceding clause in all subcontracts it may enter into related to its fulfillment of any Purchase Order.

17.6. As permitted by applicable law, Buyer reserves the right to deny any of Supplier’s employees, agents, or subcontractors, access to it or its customer’s premises and systems for any reason in Buyer’s sole discretion.

17.7. Supplier shall comply with any and all safety and security procedures required by Buyer’s site.

18. Set Off

18.1. Buyer or its affiliates may deduct any amount owing from Supplier or its affiliates to Buyer or its affiliates as a set-off against any amount owing to Supplier under any Purchase Order.

19. Termination

19.1. The nonbreaching Party may terminate any Purchase Order or, if applicable, any contract or agreement entered into by the Parties, in whole or in part, without liability, if the other Party commits a material breach and, to the extent such breach is reasonably remediable, the breaching Party fails to remedy the breach within 30 calendar days following receipt of written notice specifying the grounds for the breach. A material breach includes, but is not limited to, late delivery or delivery of Nonconforming Goods, or if Supplier engages in any misuse or disclosure of Buyer’s intellectual property or Confidential Information that has not been expressly permitted in writing by Buyer.

19.2. A solvent Party may terminate any Purchase Order or, if applicable, any contract or agreement entered into by the Parties, in whole or in part, upon written notice if the other Party becomes insolvent or if any petition is filed or proceedings commenced by or against that Party relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

19.3. Notwithstanding any firm time period or quantity of a Purchase Order, Buyer may terminate any Purchase Order in whole or in part at any time without cause for undelivered Goods or unperfomed services upon 10 business days prior written notice.

19.4. If Buyer terminates a Purchase Order under subsection 19.3 above, Buyer’s sole liability to Supplier, and Supplier’s sole and exclusive remedy, is payment for Goods received and accepted by Buyer before the termination, and a sum reflecting the costs of time and materials attributable directly to work in process on behalf of Buyer at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss.

19.5. To the extent that any portion of a Purchase Order is not terminated under this Termination article, Supplier will continue performing that portion.

20. Miscellaneous

20.1. Relationship of Parties/Independent Contractor. This Agreement does not constitute Supplier a partner, employee or agent or a joint venturer with Buyer or authorize Supplier to act for Buyer in any manner, and Supplier will have no right or authority to assume or create any obligation of any kind. Supplier agrees not to solicit for employment, either directly or indirectly through a third party, any Buyer employee during the term of a Purchase Order or, if applicable, any contract or agreement entered into by the Parties.

20.2. Publicity. Neither Party will use the other Party’s name or marks or refer to or identify the other Party in any advertising or publicity releases or promotional or marketing materials unless the other Party has consented thereto in writing. Furthermore, Supplier will not claim or suggest, implicitly or explicitly, that Buyer’s use of its services or deliverables constitutes Buyer’s endorsement of its services or deliverables.

20.3. Insurance. Supplier will maintain and carry liability insurance which includes, but is not limited to, commercial general liability (including product liability) in a sum which is deemed appropriate for the Supplier taking into account the amount of and the risk connected with the Supplier’s business and supply of Goods to Buyer, but in no event less than one million euro (€1,000,000). Supplier will, at Buyer’s request, provide Buyer with a copy of the insurance certificates evidencing its compliance with these requirements.

20.4. Stop Work. At any time by written notice and no cost, Buyer may require Supplier to stop all the work under a Purchase Order for up to 60 calendar days (“Stop Work Order”), and for any further period as mutually agreed. Immediately upon receipt of a Stop Work Order, Supplier will comply with its terms. At Buyer’s option, if a Stop Work Order is issued, such Stop Work Order shall terminate the work under the Termination article of this Purchase Order. To the extent the Stop Work Order is canceled or expires, Supplier must immediately resume work.

20.5. Compliance with Laws. Supplier will comply with all applicable national, international or regionally applicable laws, regulations and ordinances. Supplier will specifically and especially safeguard compliance with product safety legislation and environmental, health and safety laws. Supplier will immediately provide any and all information regarding the chemical composition of Goods provided to Buyer. Upon request, Supplier will certify to Buyer that it has complied with all applicable requirements under the REACH regulation and RoHS Directive, as updated from time to time, or equivalent national and/or international laws and regulations. Supplier will also specifically safeguard compliance with the Foreign Corrupt Practices Act or other similar anti-bribery laws, as applicable.

20.6. Modification. No change to or modification of these General Conditions of Purchase or a Purchase Order will be binding unless in writing, specifically identifying that it amends the Purchase Order, and is signed by the Parties.

20.7. Assignment. Any assignment or attempt to assign or subcontract Supplier’s obligations under this Agreement without the advance written consent of Buyer shall be void and shall give Buyer the right to terminate this Agreement for default.

20.8. Change in Control. If a Change in Control of Supplier occurs, Buyer shall have the right at its discretion to terminate this Agreement. Pending termination or in lieu of termination, Buyer may require Supplier to provide adequate assurances of performance, including, but not limited to, the adoption of internal controls regarding the protection of intellectual property and proprietary information. For purposes of this section, the term “Change in Control” shall mean any of the following: (1) the sale directly or indirectly of equity shares, including without limitation, by merger, reorganization, recapitalization, liquidation, tender offer, or other similar transaction, controlling 20% or more of the voting rights in Supplier or its ultimate parent; or (2) the sale or other transfer of all or substantially all of the assets of Supplier or its parent or of the assets related to the responsibilities of Supplier under this Agreement.

20.9.1. Import, Export and Customs Compliance. Subject to the provisions of these General Conditions of Purchase, Supplier assumes all responsibility and liability for any shipments covered by a Purchase Order, requiring any government import or export clearance. Supplier will comply with all export laws and regulations of all countries involved in transactions associated with this Purchase Order.

20.9.2. Supplier agrees that it will not source any items from or otherwise distribute, disclose, release or otherwise transfer any item or technical data provided under this Agreement to: (i) any country designated as a “State Sponsor of Terrorism” by the U.S. Department of State, (ii) any entity located in, or owned or controlled by, an entity located in, or owned by, a country designated as a “State Sponsor of Terrorism” country, (iii) the region of Crimea (including Sevastopol) (iv) Cuba, or (v) North Korea. This clause does not apply where authorization is granted by all applicable jurisdictions, including the United States. This clause will apply regardless of the legality of such a transaction under local law.

20.9.3. Supplier agrees to mark each Product and, as appropriate/applicable, Product packaging, labels, or invoices with the country of origin (manufacture) for the Product and/or the applicable country of origin and applicable country of production or country of manufacture. Supplier shall also provide Buyer, upon request, acceptable and auditable documentation establishing country of origin for all products provided under this Agreement, including without limitation, certifications of origin.

20.10. Waiver. The failure or delay of either Party to enforce at any time any of the provisions of these General Conditions of Purchase or a Purchase Order will not be construed to be a continuing waiver of those provisions, nor will any such failure or delay prejudice the right of such Party to take any action in the future to enforce any provisions.

20.11. Severability. If any provision of these General Conditions of Purchase or a Purchase Order is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the Parties agree that the court will construe the provision and in a manner that renders the provision valid and enforceable to the fullest extent possible under the law of the applicable jurisdiction and that the remaining provisions will remain in full force and effect.

20.12. Survival. All provisions of these General Conditions of Purchase and of a Purchase Order which by their nature should apply beyond their terms will remain

REV. 04.20.2020
GENERAL CONDITIONS OF PURCHASE

20.13. No Third-Party Beneficiaries. Unless it expressly states otherwise, this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. The rights of the parties to rescind or vary this Agreement are not subject to the consent of any other person.

20.14. Good Faith. The Parties shall in good faith undertake to perform their obligations under this Agreement and will use good faith efforts to cooperate with each other in all matters related to this Agreement.

20.15. English language. In the event of any inconsistency between any terms of this Agreement and any translation thereof into another language, the English language meaning shall control.

20.16. Supplier acknowledges that it has read and understands the GE Integrity Guide for Suppliers, Contractors and Consultants, which may be updated or modified by GE from time to time (the “Guide”), incorporated herein and found at the following URL: http://www.gesupplier.com/html/SuppliersIntegrityGuide.htm. Supplier represents and warrants that it shall act in a manner consistent with the Guide. Failure to comply with the Guide is a material breach of the Agreement.

20.17. If Goods are ordered in support of a contract with the United States Government, this Purchase Order will be subject to US Government Flowdown provisions. Those provisions may be found at: https://www.geaviation.com/company/doing-business-with-aviation, PO Remark F47. The clauses listed in PO Remark F47 are hereby incorporated as if fully set forth herein.

21. Applicable Law and Forum

21.1. The construction, interpretation and performance under these General Conditions of Purchase and/or any Purchase Order and/or, if applicable, any contract or agreement entered into by the Parties, will be governed by and interpreted in accordance with the laws of England and Wales (or the laws of People’s Republic of China if both Parties are Chinese entities) without application of its conflict or choice of laws provisions, and excluding the United Nations Convention on the International Sale of Goods.

21.2. Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the London Court of International Arbitration (LCIA). The tribunal shall limit pre-hearing discovery (which may include providing for no discovery) in proportion to the size of the dispute and with the aim of preserving the benefits of arbitration as an efficient means of resolving disputes at lower cost and with greater speed. The arbitration proceedings shall take place in London, UK, where the award shall be made. All proceedings will be conducted in English. Notwithstanding the above, if both Parties are Chinese entities, the dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the China International Economic and Trade Arbitration Commission in accordance with its arbitration rules then in effect as of the date of filing the case. The arbitration proceedings shall take place in Beijing, China, where the award shall be made. The language of the arbitration shall be English or Chinese followed by English translation if so requested by either Party.

21.3. Any and all information related to the arbitration, including the award, shall be confidential.