

**GeonX S.A.**  
**GENERAL CONDITIONS OF PURCHASE**

**1. Applicability and Order of Precedence**

1.1. These 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, GeonX S.A., a General Electric Company, 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. Either Supplier's written acknowledgement or Seller's full or partial performance, whichever occurs first, will constitute acceptance of a Purchase Order or any amendment thereto. Any proposal for additional or different terms and conditions (whether included in Supplier's quote, acknowledgement, or any other document) is rejected unless accepted in writing by the Buyer.

1.3. The Purchase Order and these General Conditions of Purchase supersede any prior communications, representations, promises, or negotiations, whether oral or written, regarding the subject matter of the Purchase Order. All documents referenced herein, in a Purchase Order, contract, or agreement entered into by the Parties are interpreted together as one "**Agreement**". If there is an irreconcilable conflict among the provisions of these documents, the following order of precedence applies: (a) any document executed by both Parties after execution of a Purchase Order intended to amend or supersede the terms of such Purchase Order; (b) other documents agreed to in writing by the Parties; (c) any framework agreement or other contract entered into by the Parties regarding sale and purchase of Goods; (d) these General Conditions of Purchase; and finally (e) the face of the Purchase Order and any supplemental terms included or incorporated by reference therein.

**2. Price**

2.1. Supplier will furnish the Goods at the prices stated in the Purchase Order. Unless otherwise provided in the Purchase Order, 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 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 replacement of any segregable portion that is damaged with new (not refurbished) parts. If requested by Buyer, Supplier will give written notice of shipment to Buyer when the Goods are delivered to a carrier for transportation.

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. Notwithstanding any provision in Section Article 1, if a different shipping term appears on the Purchase Order, the shipping term on the Purchase Order shall take precedence.

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 may inspect all or a sample of Goods, at Buyer's option, and may reject all or any portion of the Goods that is 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 and in addition to other necessary invoicing information, part numbers, quantity, hours, unit and total prices, taxes and other government charges itemized and identified separately on the invoice.

6.2. Payment shall be made, unless otherwise agreed, within 15 days with 3.5% discount or within 60 days net.

**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 (to the extent the Goods are not of a detailed 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 intellectual property rights of any 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 survive delivery, inspection, acceptance, and payment by Buyer. Claims for breach of warranty do not accrue until discovery 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: (a) correct any retained defective or Nonconforming Goods at Supplier's expense, (b) replace them with Goods from another supplier and charge the Supplier the cost thereof, or (c) terminate the Purchase Order for cause.

7.4. Supplier warrants that the services performed by Supplier pursuant to this Agreement (a) will be performed in accordance with the highest standards in the industry (b) shall be free from defects in materials and workmanship, and (2) shall meet all the applicable requirements and specifications. Buyer's remedy for any breach of this warranty shall be, at Buyer's option, either re-performance of the defective services or a refund of monies paid for the defective services, together with Buyer's reasonable direct costs. Buyer shall make every reasonable effort to contain costs associated with any warranty claim and shall communicate with Supplier with regard to such cost containment.

7.5. In this Agreement, the term "Deliverables" means all items in tangible and intangible form, including inventions, discoveries, 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 produces, conceives, makes, proposes, or develops as a result of this Agreement. Supplier represents and warrants that the Goods and any Deliverables do not infringe any patent, trademark, copyright, or trade secret right of any third party, and that no third party holds any security interest or property rights in any of the Goods. The warranty contained in this Article 7 shall survive in perpetuity.

**8. Quality**

8.1. When requested by Buyer, Supplier shall 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 ("Supplier's Quality System") covering the Goods provided hereunder that is acceptable to 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 alter Supplier's obligations and/or liability 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), and (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 made with a reservation of rights Buyer for defects in Goods, including, without limitation, defects apparent on the face thereof. The making of, or failure to make, any inspections or acceptance of the Goods or services shall in no way impair Buyer's right to reject nonconforming Goods or to avail Buyer of any other remedies to which it may be entitled.

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### 9. Indemnification

9.1. Supplier (the "Indemnifying Party") will, at its expense, indemnify, defend, and hold harmless the Buyer and its owners, subsidiaries, affiliates, officers, directors, employees, principals, agents, successors, assigns, and customers (collectively "Indemnitees") from and against any and all loss, cost, expense, damage, claim, 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 and 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, irrespective as to when such condition may 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 and indemnify Indemnitee from and against any and all loss, cost, expense, damage, claim, demand, or liability, including reasonable attorney and professional fees and costs, and the cost of settlement, incurred by or demanded from Indemnitee arising out of, 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 right, arising out of the use, sale, importation, distribution, reproduction, or licensing of any Goods or Deliverables, and from expenses incurred by Indemnitee in defense of such suit, claim, or proceeding if Supplier does not undertake the defense thereof. Buyer shall notify Supplier promptly of any such suit, claim or proceeding and give Supplier authority and information and assistance (at 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 Indemnitee'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. Indemnitee may participate in defense or negotiations to protect its interests. If use of any Goods is enjoined, Supplier shall, at Buyer's option and Supplier's expense, either: (a) procure for Indemnitees the right to continue using such Goods; (b) replace the same with a non-infringing equivalent; or (c) remove the Goods and/or halt such use of the Goods in providing Goods under this Agreement and refund the purchase price to Buyer, and in all cases, Supplier shall be responsible for all related costs and expenses.

### 11. Excusable Delay (Force Majeure)

11.1. Neither Party shall be responsible for nor be deemed to be in default under this Agreement on account of any delay in performance hereunder due to acts of God, fires, floods, war, warlike operations, insurrections, or riots ("Force Majeure Event"). It is expressly agreed that Supplier's ability to sell Goods at a more advantageous price or Supplier's economic hardship in buying the materials does not constitute a 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 total output as was allocated to Buyer before the excusable delay event. If delivery of any Goods is delayed for more than 45 calendar days, Buyer may, without liability, cancel all or any part of the Purchase Order.

### 12. Notice of Delay

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, moral rights, industrial 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 have used, modify, 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 US 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, title, and interest throughout the world

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 Buyer any goods substantially similar to, or which 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 to establish by clear and convincing evidence that 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, in such design or manufacture of such Goods or in obtaining governmental approval with respect to such Goods or repair.

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 in any instance that other software distributed with such software code be: (i) disclosed or distributed in source code form; (ii) licensed for purposes of making derivative works; and/or (iii) redistributed at no charge; (b) Buyer is not subject to any restrictions on assertions of patents or other intellectual property; and (c) the Goods do not contain any software, key function, virus, worm, code, routine, device, or other harmful code (whether intended or not) that may disable, damage, impair, erase, deactivate, or electronically repossess such Goods, data, or other equipment or software (including other goods).

13.6. "Confidential Information" means (i) the terms of this Agreement, (ii) all information and material disclosed or provided by Buyer to Supplier, including any of Buyer's property or any data or information provided by Buyer to Supplier for purposes of performing this Agreement ("Buyer Data"), (iii) any information or data derived from or based upon any of Buyer's Property, any Buyer Data, or any Deliverables, and (iv) all of Buyer's IP Rights or Deliverables. Supplier shall: (i) use Confidential Information only for the purposes of fulfilling its obligations under this Purchase Order, and (ii) use the same degree of care as with its own confidential information, which shall be at least a reasonable standard of care, to prevent the disclosure of Confidential Information, except to its officers, directors, managers and employees who have a need to know the Confidential Information and solely to extent necessary to perform obligations under this Agreement. All such personnel shall have executed confidentiality agreements no less restrictive than this section. Supplier acknowledges that irreparable harm shall result to the Buyer if Confidential Information is used or disclosed contrary to this section.

13.7. The restrictions set forth in Article 13.6 shall not apply to the portions of any Confidential Information if such information: (i) is or becomes generally available to the public other than as a result of disclosure by Supplier, (ii) is or becomes available to Supplier on a non-confidential basis from a source other than Buyer, when such source is not, to Supplier's knowledge, subject to any obligation of confidentiality to the Buyer; or (iii) was independently developed by Supplier, without reference to the Confidential Information, as can be evidence by written documentation.

13.8. If Supplier is requested by legal process to disclose any Confidential Information, it shall provide Buyer with prompt written notice of such request/requirement, so that Buyer may seek an appropriate protective order or waive compliance with the requirements of this Agreement. If in the absence of a protective order or receipt of waiver, Supplier is, in the certified opinion of counsel, legally compelled to disclose such Confidential Information, Supplier may disclose such Confidential Information and will use best efforts to obtain confidential treatment of any Confidential Information so disclosed.

13.9. Supplier shall comply with the "GE Privacy and Data Protection Appendix", which is incorporated into this Agreement and available at <http://www.gesupplier.com/html/GEpolicies.htm>.

### 14. Changes

14.1. Buyer may, by providing written notice to Supplier, (a) direct changes in the drawings, designs, specifications, method of shipment or packing, quantity, or time or place of delivery of the Goods; (b) reschedule the services; or (c) require additional or diminished services. If any change causes an increase or decrease 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 no 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, without the advance written approval of Buyer. This requirement applies whether or not the change affects costs and regardless of the type of change, including product improvements.

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### 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 the final delivery or termination of the Purchase Order. 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's and Supplier's sub-tier supplier's books and other pertinent records.

16.3. Supplier will provide Buyer, at Buyer's request, quarterly financial statements.

### 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 on 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 schedule/period or at least periodically, at Buyer's premises shall be 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 its or its customer's premises and/or 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 possible to be remedied, 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 rights 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 unperformed 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. The relationship of the Parties hereunder is that of independent contractors. Nothing in this Agreement shall be deemed to create a partnership, joint venture, agency trust, or similar relationship between the Parties, and neither Party shall be deemed to be an agent of the other Part. Neither Party has any right, power, or authority to act or to create any obligation, express or implied, on behalf of the other. 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, 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 size 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 at no cost, Buyer may require Supplier to stop all or any part of 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 any time Buyer may, in whole or in part, either cancel the Stop Work Order or 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.

20.5.1. Compliance with Laws. Supplier will comply with all applicable national, international, or regionally applicable laws, regulations, and ordinances. Supplier will especially safeguard compliance with product safety legislation and environmental, health, and safety laws. Supplier will upon request provide Buyer with 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 legislation under other applicable jurisdictions. Supplier shall also especially safeguard compliance with the Foreign Corrupt Practices Act or other similar anti-bribery laws, as applicable.

20.5.2. With respect to any products or other materials sold or otherwise transferred to Buyer hereunder, Supplier shall provide all relevant information, including without limitation, 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 such as: (i) the Occupational Safety and Health Act ("OSHA") regulations codified at 29 CFR 1910.1200; (ii) EU REACH Regulation (EC) No. 1907/2006, EU Regulation (EC) No. 1272/2008 classification, labeling and packaging of substances and mixtures ("CLP"), EU Directives 67/548/EEC and 1999/45/EC, as amended, if applicable, and (iii) any other applicable law, rule or regulation or any similar requirements in any other jurisdictions to or through which Buyer informs Supplier the products are likely to be shipped or through which Supplier otherwise has knowledge that shipment will likely occur, such as U.S. Department of Transportation regulations governing the packaging, marking, shipping and documentation of hazardous materials, including hazardous materials specified pursuant to 49 CFR, the International Maritime Organization ("IMO") and the International Air Transport Association ("IATA").

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 null and 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 has 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 institution of special 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.

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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 by an entity located in, 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, in accordance with applicable customs/import laws and regulations. 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 of 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 the court will construe the provision 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 in force after any termination or expiration of a Purchase Order, contract or agreement entered into by the Parties, including, but not limited to, those addressing the following subjects: Import/Export and Customs Compliance; Set Off; Warranty; Indemnification; Intellectual Property Indemnification; Insurance, Intellectual Property, Confidentiality, and Personal Data Protection;; Audit; Relationship of Parties/Independent Contractor; Applicable Law and Forum; Publicity; Waiver; Design, Process, Site, Source, or Material Changes; and Survival.

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. Goods purchased under this Purchase Order may be incorporated into an additive manufacturing machine sold under contract with the United States Government. Therefore, if this Purchase Order is for goods that will be incorporated into an additive manufacturing machine, it is subject to United States Government flowdown provisions for Commercial Items, listed in Appendix 1 to this Agreement.

#### 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 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. All proceedings will be conducted in English.

21.3. The arbitration proceedings shall take place in London, UK, where the award shall be made. Any and all information related to the arbitration, including the award, shall be confidential.

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**GENERAL CONDITIONS OF PURCHASE**

**APPENDIX I: UNITED STATES GOVERNMENT REGULATIONS**

01. The full text of the clauses referenced herein are available at [www.acquisition.gov](http://www.acquisition.gov) and are hereby incorporated as if fully set forth herein.
02. Whenever necessary to make the context of the clauses applicable to this Purchase Order, the terms "Government", "Contracting Officer", and similar terms shall mean Buyer, the term "Contractor" and similar terms shall mean Supplier, and the term "Contract" shall mean this Purchase Order. However, the terms "Government" and "Contracting Officer" do not change (1) when modifying "Property" (e.g. "Government Property"), (2) in the patent clauses incorporated herein, (3) when a right, act, authorization or obligation can only be granted or performed by the Government or Contracting Officer, (4) when title to property is to be transferred directly to the Government, (5) when access to proprietary financial information or other proprietary data is required, except as otherwise provided herein, and (6) where specifically modified herein.
03. The information in parentheses below is provided for informational purposes and to assist in determining applicability, and does not relieve any party from their contractual duties when the provision or clause applies pursuant to the requirements of each individual provision or clause. The full text of a clause may be accessed electronically at [www.acquisition.gov](http://www.acquisition.gov).
04. Supplier shall not deliver any product or service that contains any equipment produced by a Covered Entity, if the product or service provided by Supplier may be incorporated into a product or service for the United States Government. Covered Entity means: Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikivision Digital Technology Company, and Dahua Technology Company, including all subsidiaries and affiliates (including US subsidiaries and affiliates) of such entities, as well as any entity identified in Section 889 of Public Law 115-232.

**FEDERAL ACQUISITION REGULATION (FAR) CLAUSES**

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|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 52.203-12 | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (Applies when the Order exceeds \$150,000)                                                                                                                                                                                                                                                                                                                                      |
| 52.203-13 | CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (Applies when the Order exceeds \$5,000,000 and the period of performance exceeds 120 days)                                                                                                                                                                                                                                                                                                       |
| 52.203-14 | DISPLAY OF HOTLINE POSTER(S) (Applies when the Order exceeds \$5,500,000)                                                                                                                                                                                                                                                                                                                                                                        |
| 52.204-21 | BASIC SAFEGUARDING OF CONTRACTOR INFORMATION SYSTEMS                                                                                                                                                                                                                                                                                                                                                                                             |
| 52.204-23 | PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES                                                                                                                                                                                                                                                                                                                |
| 52.204-25 | PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (Seller shall also send to Purchaser all required notifications to the U.S. Government)                                                                                                                                                                                                                                                   |
| 52.212-4  | CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (Applies when Purchaser has notified Seller in writing that the Goods or Services are a commercial item as defined in 2.101)                                                                                                                                                                                                                                                                    |
| 52.219-8  | UTILIZATION OF SMALL BUSINESS CONCERNS (Applies when the Order exceeds the SAT)                                                                                                                                                                                                                                                                                                                                                                  |
| 52.219-9  | SMALL BUSINESS CONTRACTING PLAN (Applies when the Order exceeds \$700,000)                                                                                                                                                                                                                                                                                                                                                                       |
| 52.222-4  | CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – OVERTIME COMPENSATION (Applies when the Order exceeds \$150,000 and may require or involve the employment of laborers or mechanics)                                                                                                                                                                                                                                                               |
| 52.222-17 | NONDISPLACEMENT OF QUALIFIED WORKERS (Applies when the Order exceeds the SAT and is (1) a service contract, as defined in 22.001, (2) that succeeds a contract for performance of the same or similar work at the same location, and (3) is not exempted by 22.1203-2 or waived in accordance with 22.1203-3)                                                                                                                                    |
| 52.222.21 | PROHIBITION OF SEGREGATED FACILITIES (Applies when subject to the Equal Opportunity clause). The Following Clauses Do Not Apply to Work Performed Outside the United States by Employees who were not Recruited in the United States                                                                                                                                                                                                             |
| 52.222-26 | EQUAL OPPORTUNITY (Applies when the Order exceeds \$15,000 unless an exemption applies). The Following Clauses Do Not Apply to Work Performed Outside the United States by Employees who were not Recruited in the United States                                                                                                                                                                                                                 |
| 52.222-35 | EQUAL OPPORTUNITY FOR VETERANS (Applies when the Order exceeds \$150,000)                                                                                                                                                                                                                                                                                                                                                                        |
| 52.222-36 | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (Applies when the Order exceeds \$15,000)                                                                                                                                                                                                                                                                                                                                                       |
| 52.222-37 | EMPLOYMENT REPORTS ON VETERANS (Applies when the Order exceeds \$150,000)                                                                                                                                                                                                                                                                                                                                                                        |
| 52.222-40 | NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (Applies when the Order exceeds \$10,000)                                                                                                                                                                                                                                                                                                                                 |
| 52.222-41 | SERVICE CONTRACT LABOR STANDARDS (For each Order subject to the SCLS, Purchaser shall include a remark signifying SCLS applicability. Seller shall submit any required wage classifications to the Purchaser for submission to the Contracting Officer and shall not commence performance until receipt of the final wage determination from Purchaser)                                                                                          |
| 52.222-50 | COMBATTING TRAFFICKING IN PERSONS (Paragraph (h) <i>Compliance Plan</i> , applies to any portion of the contract that: (i) is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and (ii) has an estimated value that exceeds \$500,000. The Seller shall also report the information required in paragraph (d)(1-2) to Purchaser.) |
| 52.222-54 | EMPLOYMENT ELIGIBILITY VERIFICATION (Applies when the Order is for Services)                                                                                                                                                                                                                                                                                                                                                                     |
| 52.222-5  | MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 [Applies when 52.222-41 is applicable; Seller shall indemnify Purchaser in the event Purchaser is held liable under paragraph (j)]                                                                                                                                                                                                                                                                     |
| 52.222-56 | CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN (Applies if it is possible that at least \$500,000 of the value of the contract may be performed outside the United States and the acquisition is not entirely for commercially available off-the-shelf items)                                                                                                                                                                    |
| 52.232-40 | PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (Applies when Seller subcontracts with small business subcontractors and Seller receives accelerated payments from Purchaser)                                                                                                                                                                                                                                                    |
| 52.244-6  | SUBCONTRACTS FOR COMMERCIAL ITEMS                                                                                                                                                                                                                                                                                                                                                                                                                |
| 52.247-64 | PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (Applies when Goods are to be shipped by ocean vessel unless exempted under paragraph (e)(4))                                                                                                                                                                                                                                                                                        |

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**GENERAL CONDITIONS OF PURCHASE**

**DEFENSE FAR SUPPLEMENT:**

252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS
252.203-7003	AGENCY OFFICE OF THE INSPECTOR GENERAL (As referenced in FAR 52.203-13)
252.222-7007	REPRESENTATION REGARDING COMBATTING TRAFFICKING IN PERSONS
252.223-7008	Prohibition of Hexavalent Chromium (Applies when the Order is for supplies, maintenance or repair services)
252.239-7018	SUPPLY CHAIN RISK
252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS)
252.246-7003	NOTIFICATION OF POTENTIAL SAFETY ISSUES
252.246-7007	CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM
252.246-7008	SOURCES OF ELECTRONIC PARTS

**NATIONAL AERONAUTICS AND SPACE ADMINISTRATION (NASA) FAR SUPPLEMENT:**

1852.203-71	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS
1852.204-76	SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES
1852.208-81	RESTRICTIONS ON PRINTING AND DUPLICATING
1852.223-70	SAFETY AND HEALTH
1852.227-70	NEW TECHNOLOGY
1852.244-70	GEOGRAPHIC PARTICIPATION IN THE AEROSPACE PROGRAM
1852.245-73	FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS