1. Applicability and Order of Precedence
1.1. These General Conditions of Purchase (“Goods”) 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 “GeonX,” 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 acknowledgment or Supplier’s full or partial performance, whichever occurs first, will constitute acceptance of a Purchase Orders or any amendment thereto. Any proposal for additional or different terms and conditions (whether included in Supplier’s quote, acknowledgment, 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 an “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 a Purchase Order intended to amend or supersede the terms of such Purchase Order; (b) other agreements 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 agreed by the Parties, Supplier will 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 and 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 separable portion that is damaged with new (not refurbished) parts. If requested by Buyer, Supplier shall, at its 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 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, testing, 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, 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 laws; will not infringe any intellectual property rights of any third party. Supplier warrants that the 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 upon discovery of Nonconforming Goods, even if the Goods were previously inspected.

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, (c) will 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 deficient service or refund of the price of the Goods and all expenses of testing, 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 the Goods. The warranty contained in this Article 7.5. shall survive in perpetuity.

8. Quality
8.1. When requested by Buyer, Supplier shall not allow any delay submit real-time production and process data (“Quality Data”) in the form and manner requested by 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 insuring and controlling its insurers 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 face of the 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 subject received by 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 availing Buyer of any other remedies to which it may be entitled.
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 costs, loss, expense, damage, claim, demand, or liability, including without limitation reasonable authority and professional fees and costs, settlements, compromises, judgments, or verdicts, incurred by Buyer or any of its Indemnitees in connection with 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 any 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 cost, time and expense) to defend against the suit, claim, or proceeding. 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 but Buyer or its Indemnitee will not use or employ the defense of any such claim or action, and, consistent with Indemnitee’s rights hereunder, all negotiations for its settlement. Supplier may 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 Indemnitee the right to continue using such Goods or replace them with non-infringing equivalents, to the extent legally available to Supplier, at its own expense; or (b) procure the written release of any party having any and all such rights, to the extent legally available to Supplier, at its own expense, without liability, cancel all or any part of the Purchase Order.
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 calendar days following any contract or agreement entered.

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 a sale, purchase or other disposition of all or substantially all of the assets of a Party 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 Supplier including Supplier’s employees, agents, subcontractors, and suppliers, as well as anyone directly or indirectly employed or retained by any of them.

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 no party shall at any time be an agent of the other. Either 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 an amount 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 cancel the entire Purchase 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/ECC 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 concerning 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 voting of the 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. Supplier agrees to comply with all applicable customs, export control and import regulations, but such compensation shall not include loss of anticipated profits or any consequential loss.
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 and effect. 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/SupplierIntegrityGuide.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. Supplier agrees that all Goods supplied under this Agreement that include executable binary code shall comply with the terms and conditions of the Product Cyber Security Appendix, located at http://www.gesupplier.com/html/GEPolicies.htm.

20.18. 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.
APPENDIX I: UNITED STATES GOVERNMENT REGULATIONS

01. The full text of the clauses referenced herein are available at 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 propriety 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.

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

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 (Supplier 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 Supplier in writing that the Goods or Services are a commercial item as defined in 2.101)
52.219-8i UTILIZATION OF SMALL BUSINESS CONCERNS (Applies when the Order exceeds the SAT)
52.219-9i SMALL BUSINESS CONTRACTING PLAN (Applies when the Order exceeds $700,000)
52.222-4i 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).
52.222-26 EQUAL OPPORTUNITY (Applies when the Order exceeds $15,000 unless an exemption applies).
52.222-35j EQUAL OPPORTUNITY FOR VETERANS (Applies when the Order exceeds $150,000)
52.222-36h AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (Applies when the Order exceeds $15,000)
52.222-37i EMPLOYMENT REPORTS ON VETERANS (Applies when the Order exceeds $150,000)
52.222-40i NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (Applies when the Order exceeds $10,000)
52.222-41i SERVICE CONTRACT LABOR STANDARDS (For each Order subject to the SCLS, Purchaser shall include a remark signifying SCLS applicability. Supplier 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) Compliance Plan, 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 Supplier shall also report the information required in paragraph (d)(1-2) to Purchaser.)
52.222-54j EMPLOYMENT ELIGIBILITY VERIFICATION (Applies when the Order is for Services)
52.222-55j MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 [Applies when 22.222-41 is applicable; Supplier 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 Supplier subcontracts with small business subcontractors and Supplier 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)
- **252.204-7020**: NIST SP 800-171 DoD Assessment Requirements
- **252.204-7021**: Cybersecurity Maturity Model Certification Requirements
- **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

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2 The clause does not apply to international suppliers when work is performed outside the United States and its possessions.