

**Global Elliott Standard  
TERMS AND CONDITIONS OF PURCHASE**

Throughout these Terms and Conditions, the following definitions apply:

BUYER is Elliott Group companies comprised of Elliott Company, and its subsidiaries, and Elliott Ebara Turbomachinery Corporation, and its subsidiaries.

SELLER is the entity referenced as Seller, Supplier, Vendor, Licensor, or similar reference in the Purchase Order or other document(s) attached to these Terms and Conditions.

The Global Elliott Standard Terms and Conditions of Purchase are as follows:

**1. AGREEMENT.** This Purchase Order consists of the within terms and conditions, and the terms set forth on the face of this document or in any attachments thereto; and is intended to be legally binding contract between BUYER and SELLER (whose identities are set forth on the face of this document and who may be referred to herein collectively as the "PARTIES") with respect to SELLER'S sale to BUYER and BUYER'S purchase from SELLER of the goods, materials and/or services described on the face of and in any attachments to this document (collectively the "Goods"). To the extent there is a conflict between the within terms and conditions and the terms set forth on the face of or in the Purchase Order attached to this document, the terms on the face of the Purchase Order shall prevail. To be clear, the order of precedence of the documents shall be the Purchase Order, which shall prevail over all other purchasing documentation issued by the BUYER, followed by appendices and attachments directly relating to the Purchase Order, with the Global Elliott Standard Terms and Conditions of Purchase thereafter.

SELLER'S acknowledgment or commencement of performance of this Purchase Order, or any other conduct of SELLER indicating SELLER'S recognition of the existence of an agreement between the PARTIES pertaining to the subject matter hereof, shall constitute SELLER'S acceptance of this Purchase Order. Any such terms proposed by SELLER which are additional to or different than the terms of this Purchase Order shall be deemed to be a counter offer and shall be void (unless expressly agreed to in writing by BUYER). Failure or delay by BUYER in responding to any such counter offer by SELLER shall not be deemed or construed to be BUYER'S acceptance or approval thereof.

No course of dealing between the PARTIES nor any industry or trade custom, practice or usage shall be relevant to supplement or explain any of the terms hereof.

**2. PRICE PROTECTION.** SELLER warrants that the price(s) set forth herein are equal to or lower than the lowest net price, and the commercial terms and conditions of sale are as favorable, as the price(s), and the terms and conditions afforded by SELLER to any other current customer of SELLER for comparable goods or services in similar or lesser quantities as offered by SELLER within a period of twelve (12) months prior thereto. Should BUYER be able to purchase comparable goods or services from another source at a lower net price than in effect hereunder, and BUYER provides SELLER written notice thereof, BUYER may purchase such goods or services from such other source at such lower price unless within fifteen (15) days of receipt by SELLER of said notice, SELLER shall meet such lower price. Any quantity of goods or amount of services so purchased from another source by BUYER which is less than the total quantity or the amount purchased hereunder shall be deducted from such total quantity or amount, but the Purchase Order shall otherwise remain unchanged.

**3. TITLE; RISK OF LOSS.** SELLER warrants good title to all Goods furnished by it hereunder. Title to all Goods and materials for which payment has been made, whether or not the same has been incorporated into the Goods, and title to all completed Goods whether paid for or not, shall vest in BUYER, and in any case shall not be part of SELLER's property or estate in the event SELLER is adjudged insolvent or makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of SELLER's insolvency, or if the order is terminated. Notwithstanding the foregoing, title and risk of loss with respect to the Goods hereunder shall not pass to BUYER until delivery of the Goods to BUYER'S facility. If BUYER makes any payment to SELLER prior to such delivery of the Goods, then title to said Goods shall pass to the BUYER at the time of such payment, but the risk of loss shall remain with the SELLER until delivery of the Goods to the BUYER.

**4. PACKING AND CARTAGE.** SELLER shall provide safe and adequate packing which conforms to the requirements of carriers' tariffs and any written specifications of BUYER set forth on the face hereof or in an attachment hereto. No charge will be allowed for packing, boxing or cartage, unless agreed upon at the time of purchase, but damage to any Goods not packed to insure proper protection to same will be charged to SELLER. BUYER'S purchase order number, part number and quantity shipped will be marked or tagged on each package and bill of lading or other delivery document. BUYER'S count will be accepted as final and conclusive on any shipment not accompanied by an itemized packing slip.

**5. DELIVERY, INSPECTION AND ACCEPTANCE.** SELLER shall, upon BUYER'S request, permit BUYER'S, BUYER's Customer's or End-User's inspection of the Goods at SELLER'S facility or otherwise prior to delivery. All Goods shall be marked or tagged per BUYER'S instructions. Any equipment or materials delivered or services performed in excess of the Purchase Order quantity may, at BUYER'S option, be rejected and returned to SELLER at SELLER's expense. Any equipment or materials delivered or services performed prior to the delivery or due date set forth on the face hereof may, at BUYER'S option, be rejected and returned to the SELLER at SELLER's expense. SELLER shall obtain BUYER'S approval in writing of any samples required by the terms of this Purchase Order prior to shipment of the Goods hereunder. BUYER shall have a reasonable time after receipt of the Goods or performance of the services hereunder to inspect such Goods or services and to reject any which fail to conform with applicable specifications or are otherwise defective.

Goods so rejected shall, upon notice to SELLER, be returned to SELLER at SELLER'S expense, and BUYER may further cancel any unshipped portion of the Purchase Order. Upon such return and/or cancellation, BUYER may purchase like goods or services elsewhere and SELLER shall pay BUYER the amount of any increased cost or other loss incurred. BUYER'S payment for Goods or services prior to inspection shall not constitute acceptance thereof. SELLER shall be liable for any defect in the Goods pursuant to Section 8 hereof [Warranties and Latent Defects]. Neither BUYER's inspection nor the fact that SELLER has sent drawings, samples or Goods for BUYER's inspection limit SELLER's responsibility for ensuring that the Goods are in compliance with the contractual requirements. BUYER may revoke BUYER'S initial acceptance to the extent such Goods are nonconforming and such nonconformity could not have been reasonably determined upon inspection.

In the event SELLER fails to take any action required herein in a reasonably timely fashion, or if, in BUYER's sole discretion SELLER will be unable to take any action required in order for BUYER to meet its contractual obligations with its Customers and End Users, BUYER shall be entitled to take such action or to have such action taken to make such alterations, repairs, replacement or any other necessary action that BUYER deems appropriate, and to recover from SELLER the costs and expenses incurred by BUYER therefore and relating thereto.

Shipment should only be released upon receipt of correct Purchase Order of BUYER. Amendment requests will not

be accepted once goods have been shipped and received at an Elliott location. Shipping without a correct Purchase Order is at the SELLER'S risk of non-payment or short payment. Purchase Order corrections/revisions cannot be made after receipt of goods.

Delivery of Goods or services must be made within the time specified in the Purchase Order (or applicable change order as the case may be). In the event SELLER, for any reason, anticipates difficulty in complying with the required delivery date, or in meeting any of BUYER'S other requirements, SELLER shall promptly notify BUYER in writing. Otherwise, SELLER shall be responsible for paying all additional costs as a result of delivery. If SELLER does not comply with BUYER's delivery schedule, BUYER may require delivery by fastest way and charges resulting from the expedited transportation must be fully prepaid and absorbed by SELLER. TIME IS OF THE ESSENCE IN PERFORMANCE OF ALL ORDERS.

**6. PAYMENTS; INVOICES.** SELLER shall submit correct invoices to BUYER in a reasonably timely manner, but in no event longer than 120 days after SELLER's provision of GOODS. Payment due dates will be calculated from dates of receipt by BUYER of correct invoices with bills of lading or other delivery documentation attached. Payment of said invoices will be made within one hundred twenty (120) days of receipt thereof. All taxes which SELLER is required by law to collect from BUYER shall be included in the price(s) for the Goods or services stated herein. SELLER shall separately state on its invoices to BUYER hereunder any and all charges to be paid by BUYER including, without limitation, charges for installation, handling fees or taxes, whether sales, use or otherwise. SELLER acknowledges that BUYER shall have the right to withhold ten (10%) percent of the Purchase Order amount until all documents and drawings have been provided by SELLER in an acceptable format to BUYER and BUYER's Customers and/or End Users.

**7. LIENS.** SELLER shall at all times keep free of liens and shall obtain releases of liens, claims and encumbrances in form and substance acceptable to BUYER, executed by all persons or entities (including SELLER) who by reason of furnishing materials, equipment, labor or other services under this Purchase Order are or may be actual or potential lien holders and claimants, and BUYER may withhold payment hereunder until SELLER provides such releases to BUYER. SELLER shall indemnify, defend and hold BUYER, its Customer and/or End User harmless from any and all claims or liens filed and/or made in connection with the Goods, including all expenses and attorneys' fees incurred in discharging any claims, liens or similar encumbrances.

If SELLER shall default in discharging any lien(s), claim(s) or encumbrance(s) upon the materials and equipment to be provided hereunder, or the facilities, structures or the premises upon which they are located arising out of the performance of this Purchase Order by SELLER, or its subcontractors, BUYER shall promptly notify SELLER in writing and give SELLER an opportunity to satisfy, remove, discharge or defend any such lien(s) or claim(s) or encumbrance(s). If SELLER either does not promptly satisfy such lien(s), claim(s) or encumbrance(s) or cannot give BUYER satisfactory reasons in writing for not paying such lien(s), claim(s) or encumbrance(s), BUYER shall have the right, at its option, after written notification to SELLER, to settle by agreement or otherwise provide for the discharge of such lien(s), claim(s) or encumbrance(s), and SELLER shall reimburse BUYER for all costs incurred by BUYER necessary to discharge such lien(s), Claim(s) or encumbrance(s), including administrative costs, attorneys' fees and any other related expenses.

**8. WARRANTIES AND LATENT DEFECTS.** SELLER warrants to BUYER that the Goods and services furnished hereunder are: (a) free from defects in design, workmanship and materials and performed in a good and

workmanlike manner; (b) in conformity with any and all specifications, plans, drawings, samples and other descriptions set forth herein with respect to kind, quantity, quality and capability; (c) made, sold, priced, delivered and performed in compliance with all applicable federal or national, state and municipal laws, regulations and ordinances; (d) free of any claims, liens or other encumbrances of whatever nature; and (e) not infringing any valid patent, copyright, trademark or trade secret.

SELLER shall repair or replace, at SELLER'S cost, any Goods supplied hereunder which shall be found defective within twenty-four (24) months of delivery or twelve (12) months after being placed into normal operation, whichever occurs earlier. SELLER agrees to provide BUYER with a warranty bond, if requested. SELLER shall re-perform, at SELLER'S cost, any services performed hereunder which shall be found defective within twelve (12) months of completion hereof. BUYER shall provide SELLER with prompt advice of such defective Goods.

In connection with the Good purchased or services provided, SELLER guarantees and warrants all material and equipment fabricated by it against defects and agrees to repair or replace with any such material or equipment, including transportation, the field supervision and field labor required to remove and replace such repaired or replaced Good which may become defective within twelve (12) months from date of start-up or use or twenty-four (24) months from date of shipment, whichever comes first.

In the event SELLER fails to take any action required herein in a reasonably timely fashion, or if, in BUYER'S sole discretion SELLER will be unable to take any action required in order for BUYER to meet its contractual obligations with its Customers and End Users, BUYER shall be entitled to take such action or to have such action taken to make such alterations, repairs and replacement and to recover from SELLER the costs and expenses incurred by BUYER therefore and relating thereto.

The warranty period of parts for Goods replaced under the warranty hereof shall be renewed from the date of such replacement.

All warranties provided by SELLER to BUYER hereunder shall survive acceptance and payment and shall run to the BUYER, BUYER'S Customers and/or End Users of the Goods or services and shall not be deemed to be the exclusive rights of the BUYER, but shall be in addition to the other rights of the BUYER under law and the Purchase Order and these terms and conditions.

SELLER further warrants that Goods are free from Latent Defects for a further period of sixty (60) months after the expiry of the warranty period. Latent Defects shall mean those defects that:

- (i) have not been disclosed during the warranty period by either a reasonable examination or through the proper operational use of the Goods or works related to the services, as applicable and
- (ii) are of such an inherent kind as a conscientious contractor would regard as being harmful to the fitness for the purpose intended for the Goods as set out in the specification, or works related to the services, as applicable.

Notwithstanding the issue of a final acceptance certificate, SELLER shall remedy any Latent Defect at no cost to the BUYER notified to SELLER at any time during the Latent Defect period as noted above.

**9. BUYER'S OPTION TO AMEND OR TERMINATE.** BUYER reserves the right to modify the specifications, delivery dates and the terms set forth herein upon notice to SELLER. If SELLER determines a change in the price specified in the Purchase Order or change in delivery dates due to such modification SELLER must notify

and present such changes to BUYER within ten (10) days of notification of modification by BUYER. In no case shall any change in Purchase Order price or delivery be effective until agreed to by BUYER in writing in the form of a Purchase Order Change Order issued by BUYER. BUYER further reserves the right to terminate part or all of the Goods to be provided or services to be performed pursuant to this Purchase Order upon notice to SELLER.

Upon receipt of such notice of modification or termination, SELLER shall immediately comply with BUYER'S instructions concerning SELLER'S performance hereunder and the disposition of completed and partially completed items, work in progress and materials acquired pursuant to this Purchase Order.

Nothing in these terms and conditions will limit or affect the right of BUYER to terminate the Purchase Order.

A) For cause: 1) If SELLER breaches any material term of the Purchase Order; or 2) if, in the reasonable opinion of BUYER, SELLER fails to make progress or fails to provide reasonable assurances of same, thereby endangering timely delivery; or 3) in case of any proceeding by or against SELLER in bankruptcy, insolvency, appointment of receiver or trustee or assignment for the benefit of creditors, then in any of such events BUYER may cancel the Purchase Order in whole or in part by written, facsimile, or electronic transmission of notice to SELLER, and BUYER shall have no liability or obligation whatsoever to SELLER by reason of or resulting from such termination. SELLER shall indemnify and hold harmless BUYER from all costs, losses, expenses and damages incurred by BUYER by reason of such termination for cause.

B) In addition to, and without prejudice to, the right to terminate under the preceding paragraphs, BUYER may terminate the Purchase Order in accordance with the following provisions:

1) If the Purchase Order covers goods manufactured or fabricated to BUYER's specifications or specifications especially prepared by SELLER for BUYER, then at any time prior to delivery of all goods BUYER may terminate the Purchase Order in whole or in part by written, facsimile, or electronic transmission notice to SELLER, and in such event the following provisions apply:

- a. Immediately upon receipt of such notice of termination or upon such other date as may be specified on said notice, SELLER shall stop all work in connection with the Purchase Order except as otherwise directed by BUYER.
- b. The Goods or uncompleted portions of the Goods shall be the property of BUYER and SELLER shall safely hold the same for a reasonable time, not to exceed ninety (90) days, subject to receipt of BUYER's written shipping or other disposition instructions.
- c. BUYER shall make an equitable price adjustment for materials or components procured, Goods fabricated and services performed prior to such notice. However, any such payment under this Section shall not exceed any price specified herein for the item(s) which are the subject of the termination. SELLER shall advise BUYER, in writing, of SELLER'S claim, if any, for such termination costs within fifteen (15) days after receipt of the notice of termination.

2) If the Goods covered by the Purchase Order are standard stock merchandise, BUYER may terminate all or any part of the unshipped portion of the Purchase Order at any time by written, facsimile, or electronic transmission notice to SELLER, and in such event BUYER shall have no obligations for termination, restocking or other charges or otherwise except to make payment for the Goods actually shipped and in transit prior to such termination.

In the event of modification or termination under this Section 9, SELLER agrees that BUYER shall not be liable for any consequential, incidental, punitive, special, exemplary or indirect damages or expenses (including, without limitation, lost profits or other economic loss, lost reimbursements or lost savings) and SELLER shall indemnify and hold harmless, BUYER, its officers and employees, from and against any such claim for same.

**10. INDEMNIFICATION.** SELLER shall protect, defend, indemnify and hold harmless BUYER, its officers and employees, from and against any and all damage, loss, cost and expense, including reasonable attorney fees and expert fees and other expenses incident thereto, arising from the following claims, whether groundless or not, related to SELLER'S acts or omissions under this Purchase Order: (a) damage to or loss of BUYER'S tangible and/or intangible property; (b) damage to the property of third parties; (c) personal injuries or death suffered by third parties; (d) non-payment of SELLER'S subcontractors and suppliers; (e) any breach of Section 13 of these global purchasing terms and conditions; (f) failure to comply with applicable laws, regulations, ordinances, rules or executive or court orders; and (g) infringement of any valid patent, copyright, trademark or trade secret. For the purpose of this indemnification, "SELLER'S acts or omissions" shall include those of SELLER'S suppliers and subcontractors in connection with the Goods or services which are the subject of this Purchase Order.

**11. INSURANCE.** SELLER shall have in place general liability and vehicle liability insurance in reasonable amounts and with carriers who are financially sound and workers' compensation insurance for its employees in accordance with applicable law. All such insurance shall include BUYER, its subsidiaries and affiliates, as an additional insured. The insurance (U.S. dollars or foreign currency equivalent) amounts required are set forth below:

- a. Workers' Compensation in the statutory limits required by the state of SELLER's domicile (including other states endorsement) and Employers' Liability with limits of \$1,000,000;
- b. Commercial General Liability with minimum limits of \$1,000,000 per occurrence (to include contractual liability on a blanket basis for liability assumed hereunder) and \$2,000,000 in the aggregate;
- c. Automobile Liability with combined single limits of not less than \$1,000,000 per accident;
- d. Excess liability insurance with minimum limits of \$5,000,000 in the aggregate; and
- e. Professional Liability (errors & omissions) with minimum limits of \$1,000,000.

No such insurance amounts shall limit in any way SELLER'S liability to BUYER hereunder, and BUYER reserves any and all subrogation rights under these policies. SELLER shall provide BUYER with an appropriate certificate evidencing such insurance and additional insured status for any order of USD \$500,000.00 or more or upon BUYER's request. BUYER reserves to reasonably increase the insurance amounts set forth above.

**12. FORCE MAJEURE.** Either party may suspend performance under this Purchase Order without liability therefor to the extent such suspension is due to a cause beyond the affected party's reasonable control. Such affected party shall invoke this provision by notifying the other party of the cause within 24 hours of occurrence of the nature and expected duration of such suspension. In the event SELLER'S performance is, or is likely to be, suspended for more than sixty (60) days, BUYER may terminate this Purchase Order upon notice to SELLER. Upon such termination, BUYER may, by notice to SELLER and upon making an equitable payment therefor, require SELLER to deliver and pass title to the Goods in SELLER'S possession and any parts, raw material or work-in-progress related to such Goods.

**13. CONFIDENTIAL RELATIONSHIP.** In accordance with the terms and conditions of a Confidentiality Agreement executed by and between the parties herewith, SELLER shall treat as proprietary and confidential all specifications, drawings, blueprints, nomenclature, samples, models, software and other information supplied by BUYER hereunder. Without the prior consent of BUYER, SELLER shall not in any manner advertise or publish or release for publication any statement mentioning the fact that SELLER has furnished or contracted to furnish to BUYER Goods and/or services required by this Purchase Order. SELLER shall not disclose any information relating to this Purchase Order to any person not authorized by BUYER in writing to receive it. SELLER shall use the information supplied by BUYER hereunder only to accomplish work covered by this Purchase Order and for no other purpose. SELLER provides BUYER, BUYER's Customer or End User with an exclusive, unlimited license to use, including copies of such drawings and other instruments of service that will be provided under this Purchase Order. Upon completion or termination of the Purchase Order, all information shall be promptly returned to BUYER.

SELLER shall notify BUYER within forty-eight (48) hours of a discovery that a breach of its electronically stored information (ESI) has, or may have, occurred (a "Security Incident"), and shall further agree to indemnify and reimburse BUYER for any and all damages, losses, fees or costs (whether direct, indirect, special or consequential) incurred by BUYER as a result of such Security Incident.

**14. TOOLS, MATERIALS AND DATA.** If the Purchase Order provides that any designs, sketches, drawings, blueprints, patterns, dies, molds, masks, software, models, tools, gauges, equipment or special appliances be provided by BUYER to SELLER hereunder or paid for by BUYER but made or procured by SELLER especially for producing the Goods covered by this Purchase Order, then immediately upon BUYER'S provision thereof to SELLER or SELLER'S manufacture or procurement thereof, they shall remain or become the property of BUYER. SELLER shall maintain a current inventory of the foregoing, which shall be: (a) identified as property of BUYER, (b) held by SELLER on consignment at SELLER'S risk, reasonable wear and tear excepted, (c) used exclusively in the production for BUYER of Goods under this Purchase Order, and (d) subject to BUYER'S direction concerning disposition, including return to BUYER. SELLER shall establish appropriate procedures for the adequate storage, maintenance and inspection of the foregoing and shall maintain inspection and inventory records therefor available to BUYER upon request.

**15. GOVERNING LAW; JURISDICTION; DISPUTE RESOLUTION.** This Purchase Order shall be governed by the laws of the Commonwealth of Pennsylvania or, if BUYER is not located in the United States, the law of the place where BUYER is located, to the exclusion of its conflict of law provisions and the U.N. Convention on Contracts for the International Sale of Goods and SELLER agrees it is subject to any court of competent jurisdiction located in Pennsylvania or, if BUYER is not located in the United States, wherever BUYER is located, which place shall be the exclusive venue for adjudicating disputes arising out of this Purchase Order.

In any such litigation, the prevailing party shall have its reasonable attorney fees and expert fees and other expenses incident to such adjudicatory proceeding paid for by the non-prevailing party. Notwithstanding any other provision to the contrary, neither of the PARTIES be liable hereunder for any consequential, indirect or special damages.

**16. BUYER'S PERFORMANCE OF A PRIME OR SUBCONTRACT.** In the event that the Goods or services purchased hereunder are ordered by BUYER in connection with Buyer's performance under a prime or sub contract with a third party and such prime or sub contract is referred to on the face of and incorporated by reference into this Purchase Order, SELLER shall provide such Goods or perform such services in compliance with BUYER'S

requirements thereunder. BUYER shall, upon execution of this Purchase Order, provide SELLER with a copy of the pertinent terms of such prime or sub contract. To the extent there is a conflict between the terms of this Purchase Order and the terms of such prime or sub contract, the terms of such prime or subcontract shall prevail.

**17. COMPLIANCE WITH LAW.** SELLER shall, at all times and at its own expense, strictly comply with all applicable laws, regulations and other requirements of every duly constituted governmental authority (national, provincial, municipal, local or other governmental agency), agency or instrumentality, now or hereinafter in effect, relating to the performance of this Purchase Order, including without limitation import and export control, environmental, conflict minerals, and occupational safety requirements and assume all liabilities or obligations imposed thereby with respect to SELLER'S performance under this Purchase Order. SELLER shall promptly provide necessary information, as requested by BUYER of confirmatory responses and documentation in this regard. Any clause required to be included in a purchase order of this type by any applicable law, rule or regulation shall be deemed to be incorporated herein. SELLER agrees that at any time during the execution of the Purchase Order, if requested, it will promptly provide BUYER, BUYER'S Customer or End User with certificates confirming the origin for the Goods purchased under this Purchase Order in a form acceptable to BUYER, BUYER'S Customer or End User. SELLER agrees maintain in full force and effect all licenses, permits, authorizations, registrations and qualifications from all applicable governmental, departments and agencies to the extent necessary to perform its obligations hereunder. In no event shall SELLER take any action or omit to take any action that would cause it to be in violation of any applicable law, including, without limitation, the FCPA, the Japanese equivalent titled the "Unfair Competition Prevention Law", the UK Bribery Act, and any other applicable anti-bribery and anti-corruption Laws.

To be clear, the SELLER will not, and it will not cause its affiliates and sub-sellers, and its and their respective employees, officers, directors or representatives to not, make, offer to o make or agree to make any loan, gift, donation, commission, kickback, bribe, or other payment or facility, directly or indirectly, whether in cash or in kind, to or for (i) any governmental official, employee or representative, (ii) any employee, officer, director or representative of the BUYER, or (iii) any other person with respect to the negotiation, execution or performance of the order.

Further, if the SELLER learns or has reason to know of any such payment, offer or agreement described above to make any such loan, gift, donation, commission, kick-back, bribe or other payment or facility to any of the persons described above, it will immediately inform the BUYER in writing communicating to the BUYER all relevant information in respect of the above within the knowledge or possession of the SELLER. Without prejudice to the SELLER'S obligations as above, the SELLER agrees not to, and to cause its affiliates and sub-sellers not to, offer or give, or agree to give, to any employee, officer, director or representative of the BUYER any consideration of any kind as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or performance of the order, or for showing or refraining from showing favor or disfavor to any person in relation to the order.

BUYER is firmly committed to adhering to all U.S. export laws and regulations including the Export Administration Act (continued in effect under the International Emergency Economic Powers Act), the Export Administration Regulations (EAR) and the Foreign Trade Regulations (FTR). Accordingly, BUYER requires SELLER to provide the Export Control Classification (ECCN) and Schedule B number (or Harmonized Tariff Schedule code) for each item requested in this Purchase Order.

Additionally, provided SELLER is subject to the jurisdiction of the United States:

**This contractor and/or subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), said clauses being herewith incorporate into this Purchase Order by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**

**18. ANTI-LOBBYING PROVISIONS.** BUYER, being an international purchaser and supplier of goods is often required to comply with Ex-Im Bank requirements. These requirements include the following provisions:

- No Federal appropriated funds have been paid or will be paid, by or on behalf of SELLER to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the SELLER shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with instructions.
- The undersigned shall require that the language of this certification be included in the award of documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

SELLER shall comply with these Ex-Im Bank requirements and shall, upon request, promptly certify such compliance to BUYER and provide necessary information, as requested by BUYER of confirmatory certification and documentation in this regard.

**19. AUDIT.** It is agreed that BUYER, BUYER'S Customers, End-Users or their designees, or any third party mutually agreed upon by BUYER and SELLER shall have the right, at all reasonable times during business hours, to inspect, audit and copy, the books, records, and accounts of SELLER with regard to its activities under this Purchase Order, and SELLER shall make such books, records, and accounts immediately available for inspection, auditing and copying upon request of BUYER. Further, the BUYER reserves the right to audit SELLER from the date of this Purchase Order and for at least five (5) years following expiration or termination of this Purchase Order.

**20. ENTIRE AGREEMENT; WAIVER.** Except as set forth in Section 16 above, this Purchase Order and accompanying terms and conditions shall constitute the complete, exclusive and entire agreement between BUYER and SELLER and may not be amended or rescinded unless through a writing signed by the authorized representatives of the PARTIES. Should any part of this Purchase Order be deemed invalid

by a court of law, that determination shall not automatically invalidate any other part of this Purchase Order. Failure by BUYER to insist upon strict performance of any of the terms hereof, or any failure or delay by BUYER in its exercise of any rights or remedies provided herein or by law or failure by BUYER to properly notify SELLER in the event of breach, shall not release SELLER from any of the obligations of this Purchase Order and shall not be deemed a waiver of any rights of BUYER to insist upon strict performance of any of its rights or remedies hereunder.

**21. ASSIGNMENT.** Neither this Purchase Order, nor any right, responsibility or obligation of SELLER hereunder, may be assigned, delegated or subcontracted by SELLER without the prior consent of BUYER. Should SELLER use subcontractors to perform any or all of its work hereunder, SELLER warrants that such subcontractors shall be subject to all applicable terms of this Purchase Order. In the event that the Purchase Order is terminated in accordance with Section 9 above, SELLER agrees that any and all contracts/agreements that it holds with its subcontractors for work performed under this Purchase Order shall be freely assignable to BUYER, upon BUYER's request. In the event that BUYER's contract with its Customer and/or End-User is terminated, BUYER may assign the PURCHASE ORDER to such Customers and/or End-Users upon prior written notice to SELLER but without the need for SELLER's prior consent.

**22. MISCELLANEOUS.** SELLER shall be deemed and treated hereunder as an independent contractor while providing the Goods or performing the services herein defined. Nothing contained in the Purchase Order shall be construed to create the relationship of principal and agent or employer and employee between SELLER and BUYER. To the extent SELLER performs services hereunder on BUYER'S premises, SELLER shall comply with BUYER'S rules and regulations with respect thereto. SELLER agrees that it will require all of its staff members to participate in a safety orientation provided by BUYER. Proper PPE (personal protection equipment) must be worn by SELLER for all activities and safety glasses must be worn at all times while in BUYER's plant operations areas, to be provided by BUYER. SELLER acknowledges the incorporation of all policies, practices and requirements set forth in BUYER's Supplier Handbook [which can be accessed through this link: <http://www.elliott-turbo.com/Files/Admin/Suppliers/COR.1019.0316.D---Supplier-Handbook.pdf>] as though fully set forth herein, and shall comply with any and all provisions contained therein.

Section headings herein are for purposes of clarity only and are not to be considered a part of this Purchase Order. Any and all notices, consents, approvals, requests, instructions or the like required hereunder shall not be valid unless they are set forth in a writing signed by an authorized representative of the party providing such direction and are faxed or mailed to the representatives of the other party hereto whose name, mailing address and fax number are set forth on the face of this document or an attachment thereto (i) by facsimile; (ii) by certified or registered mail, return receipt requested, postage prepaid; (iii) by a reputable international courier with tracking capabilities, postage or delivery fees prepaid; or (iv) by electronic mail followed by notice via one of the above-described delivery methods.