

Global Purchase Order Terms and Conditions

For Itron, Inc. and its Affiliates

(Valid from December 1, 2013 to current date)

As used herein, "Seller" is the party identified on the face of this Order and "Buyer" means Itron, Inc., or the subsidiary or affiliate of Itron, Inc., placing this Order.

Seller hereby agrees as follows:

1. Acceptance of Purchase Order.

a) The terms and conditions contained herein shall govern the purchase of products and services (collectively, the "Product(s)") pursuant to a purchase order issued to Seller by Buyer ("Order"), subject to any additional terms and conditions appearing on the face of the Order. In the event there is a conflict between the terms and conditions appearing on the face of an Order and the terms and conditions herein, the terms and conditions on the face of an Order shall prevail.

b) If the Order is construed as an offer by Buyer, Seller's acceptance is strictly limited to the terms of this offer and Buyer hereby notifies Seller of its objection to any different or additional terms in Seller's acceptance. If the Order is construed as Buyer's acceptance of Seller's offer, the Seller's offer is deemed to be made on the terms of this Order and no other terms are accepted by the Buyer unless agreed by the Buyer in writing. Acceptance of the Products delivered under the Order shall not constitute acceptance of any terms additional to or different from Seller's offer contained herein or on the face of an Order unless Buyer's additional written assent has been provided. Buyer hereby expressly rejects the application of Seller's general terms and conditions of sale.

2. Prices and Payment Terms.

a) Seller's price shall be as stated in the Order. If price is not stated in the Order, the price will be Seller's lowest prevailing market price. Seller warrants that the purchase price for the Products shall not be less favorable than those extended by Seller to any other customer for the same or similar Products.

b) The purchase price for each Product shall be all-inclusive and represents the sole and exclusive consideration to Seller hereunder for the Product, except for taxes that are calculated directly on the purchase price payments made by Buyer hereunder and which Seller is legally required to collect and pay over to tax authorities. The taxes for which Buyer is responsible shall include sales and use taxes, but shall exclude any other taxes including, without limitation, Seller's franchise or business taxes, taxes based on Seller's income or gross receipts and taxes for which Buyer is exempt by law as shown by a valid tax exemption certificate, when such a certificate is required.

c) Terms of payment are net sixty (60) days, either after receipt of Seller's valid invoice or after receipt of the Products, whichever is later. Unless otherwise indicated on this Order, Buyer will pay all amounts owing under this Order in the currency specified in the order being the currency of the Itron entity placing the Order.

d) Buyer may withhold and apply any moneys payable by it under the Order to the payment of any obligations of Seller under an Order.

3. Title, Delivery and Risk of Loss.

a) All Products are to be shipped DDP (Destination as stipulated by the Order) (Incoterms 2020). Seller will comply with all country of origin marking instructions and all instructions for exports to Buyer. Title to and risk in the Products shall pass upon Buyer's receipt at the destination.

b) All shipments must be made in accordance with shipping and routing instructions as specified by Buyer, but in any event, in compliance with all applicable government or freight company regulations and Seller shall assume full responsibility for failure to comply with such instructions, including liability for a release of hazardous materials into the environment prior to Buyer's receipt of Products. Seller shall be held liable for any loss or damage incurred in transit or delivery through improper boxing, crating, packing, cartage or trucking.

c) Each delivery of Products to Buyer shall include a packing list, which contains at least the following items:

i) the Order number; ii) Seller's part number; iii) Buyer's part number; iv) quantity shipped; and v) the date of shipment.

d) Time is of the essence. Seller shall give Buyer written notice promptly upon determining that any or all Products under an Order will not arrive by the required delivery date and will take all reasonable steps at Seller's own cost to expedite delivery. If only a portion of the Products is available for shipment to meet the required delivery date, Seller shall ship the available Products unless directed by Buyer to reschedule shipment.

e) If Seller fails to deliver on time, Buyer may purchase replacement products elsewhere and Seller will be liable for costs and damages that Buyer incurs.

f) Buyer reserves the right to suspend shipment of all or part of the Order in the event of strikes, lockouts, or other labor disturbances, or other contingencies beyond Buyer's control.

4. Inspection.

All material, workmanship and Products shall be subject to inspection and test at all reasonable times and places by Buyer or Buyer's customer before, during and after performance and delivery. Buyer may, at its discretion, require Seller to repair, replace or reimburse the purchase price of rejected materials or Buyer may accept any Products and, upon discovery of nonconformance, may reject or keep and rework any such Products not so conforming. Cost of repair, rework, replacement, inspection, transportation, repackaging and/or re-inspection by Buyer shall be at Seller's expense. Buyer's acceptance of Products shall not be deemed to diminish Buyer's rights

or be final or binding on Buyer if latent defects, fraud or misrepresentation on the part of Seller exist. If inspection and testing are made on the premises of Seller or Seller's lower-tier subcontractors, Seller shall furnish, without additional charge, all reasonable facilities, information and assistance necessary for the safe and convenient inspection and test required by the inspectors in the performance of their duty. Buyer's failure to inspect shall not relieve Seller of any responsibility to perform according to the terms of the Order.

5. Warranty.

a) Seller warrants to Buyer and Buyer's customers that the Products be new (and not be remanufactured or contain remanufactured components), do not contain harmful code or ozone depleting substances as defined by the Montreal Protocol and that Seller has disclosed any third-party code, including open source code, included in or provided in connection with the Products.

b) Seller warrants to Buyer and Buyer's customers that, for a period of five (5) years following Buyer's acceptance of the Products hereunder (the "Warranty Period"), such Product shall: i) be fit for its intended purpose and be of satisfactory quality; ii) be free from defects in materials, workmanship, and design; iii) conform strictly to the performance, functionality and other specifications and descriptions set forth in Seller's catalogs, product brochures, or other representations, depictions, samples or models; and iv) conform strictly to all specifications, drawings and descriptions referenced or set forth in the Order (collectively, the "Performance Warranty"). The Performance Warranty shall survive the termination and expiration of the Warranty Period with respect to any claim made by Buyer prior to such termination or expiration. Seller agrees that Buyer's customers may enforce such Performance Warranty against Seller on, in and for such customer's own behalf, name and benefit, and that Buyer may enforce such Performance Warranty against Seller on, in and for Buyer's or such customer's behalf, name or benefit.

c) During the Warranty Period, Seller shall, at no additional cost to Buyer, credit or replace at Buyer's option any Product that fails to conform to its Performance Warranty in any respect whatsoever (each, "Defective Product(s)"). If Buyer's option is for credit, Seller shall grant Buyer a credit equal to the full amount of the purchase price originally paid by Buyer for the Defective Product plus any applicable taxes paid. If Buyer's option is to replace the Defective Product, the replacement Product must conform to the Performance Warranty in all respects ("Replacement Product(s)"). Replacement Products must be new product; no repaired or remanufactured product will be accepted. Seller shall replace, at Buyer's option, each Defective Product and redeliver a Replacement Product to Buyer as soon as possible. The Warranty Period for Replacement Products shall commence on the date of the delivery of such Replacement Products to Buyer. All return shipments of Defective Products to Seller shall be at Seller's sole cost, risk, and expense. Seller shall bear all shipping costs for warranty returns and replacements. Seller shall bear all reasonable direct and indirect costs and expenses incurred by Buyer to replace a Defective Product with a Replacement Product, including, but not limited to, labor and travel expenses. Buyer has the right to return Defective Products on a per occurrence basis. No minimum quantity shall be required for returns.

d) Seller shall be responsible for all direct, indirect and consequential damages incurred by Buyer resulting from the provision of a Defective Product or from the late delivery of a Product, including, but not limited to, in and out costs of replacing a Defective Product and any liquidated damages that Buyer may incur due to late delivery.

e) After the end of the Warranty Period, Seller shall continue to offer Product support by providing repair and/or maintenance services and service parts for a period of ten (10) years beginning with the date the Product is discontinued or no longer offered for sale by Seller. In the event that Seller cannot, or chooses not to, offer such Product support, then Seller shall provide one (1) year's notice before discontinuing such Product support and shall provide all of the necessary technical drawings and documentation, as well as a royalty-free, non-revocable license to all applicable intellectual property required for the continued repair or manufacturing of Products by Buyer or Buyer's designee.

6. Compliance with Laws.

a) Seller represents and warrants that Seller: (i) has the right to enter into this Agreement, (ii) is knowledgeable with, and is and will remain in full compliance with (at its own expense) all laws, rules and regulations that are, or may become, applicable to the provision of Products hereunder including, without limitation, labor and employment laws, export and import laws, regulations, orders, and policies, environmental laws, regulations or ordinances, anti-corruption laws (including but not limited to the US Foreign Corrupt Practices Act and the UK Bribery Act), and laws and regulations regarding data privacy and data protection (including but not limited to Directive 95/46/EC as implemented in the EU Member States' laws), (iii) will take appropriate technical and organizational measures to protect personal data, will report any security breach of such personal data to Buyer and will cooperate with any request for access/correction/destruction, any investigation of security breach and remedial action following such breach, and (iv) its execution of this Agreement will not result in a breach of any other agreements to which it is a party or any duty imposed on it. Seller represents and warrants that any personal data provided to Buyer is done in compliance with the applicable data protection laws and that any personal data provided by Buyer to Seller will only be processed by Seller in accordance with the instructions of Buyer. Seller represents and warrants further that it will comply to the extent applicable with Buyer's environmental, health, safety, and security policies, procedures, and programs communicated from time to time. In the event that Buyer's assistance is necessary to achieve such compliance, Seller will promptly notify Buyer. Upon Buyer's request or automatically if required by applicable law, Seller will provide Buyer with documentation demonstrating Seller's

compliance. After reasonable notice and under reasonable conditions, Buyer has the right to inspect and copy any records of Seller regarding such compliance.

b) Seller represents and warrants that the delivered Products or parts of Products shall fully comply with any applicable rules and regulations on restriction of hazardous substances ("RoHS") such as, without limitation, Directive 2002/95/EC, Directive 2011/65/EU (and all national legislation implementing such Directives), the Administrative Measures on the Control of Pollution Caused by Electronic Information Products of 28 February 2006, etc. and all further releases as well as all national or local regulations issued in execution of the aforesaid RoHS legislation or any equivalent applicable US, EU or federal, provincial or municipal laws, rules regulations, orders, treaties and other requirements. To the extent required by applicable law, Seller shall be responsible for the collection, treatment, recovery or disposal of: (i) the Products or any part thereof when they are deemed by law to be "waste"; and (ii) any items for which the Products or any part thereof are replacements. If Seller is required by applicable law, including, without limitation, waste electrical and electronic equipment legislations, European Directive 2002/96/EC ("WEEE") and related Legislation in EU Member States, to dispose of "waste" products or any part thereof, Seller shall dispose of such products entirely at its own cost (including all handling and transportation costs). Seller represents and warrants that the delivered Products, or parts of Products, or substances shall fully comply with the requirements of Regulations (EC) No. 1907/2006 ("REACH") of 18 December 2006 as amended or varied and all further releases as well as any national regulations issued in execution of this regulation. Seller represents and warrants that all obligations under REACH, in particular all information requirements vis-a-vis Buyer, have been and will be fulfilled. This includes in particular the provision of a comprehensive safety data sheet in accordance with REACH. Seller shall immediately inform Buyer of any changes affecting REACH compliance.

c) Seller shall disclose any "conflict minerals" (as such term is defined below) used in the production of any Product, and, in the event such materials are used, shall submit, as applicable, either (i) its report filed with the Security and Exchange Commission under Section 1502 of the Dodd-Frank Wall Street Reform ("Dodd-Frank") and the US Consumer Protection Act, or (ii) a description reasonably acceptable to Buyer of measures taken to assure the appropriate sourcing and chain of custody of such materials. As used above, the term "conflict minerals" shall have the meaning ascribed to it under Dodd-Frank and shall include, without limitation, gold, tin, tungsten and tantalum or any other mineral or its derivatives determined by the US Secretary of State to be financing conflict in the Democratic Republic of the Congo. Seller shall adhere to Buyer's policy regarding the use of conflict minerals and any materials containing conflict minerals. Buyer shall have the right to audit Seller's compliance with this section.

d) If Products are incorporated by Buyer into products sold under a US federal contract or subcontract, those applicable procurement regulations that are required by federal statute or regulations to be inserted in contracts or subcontracts shall be deemed to apply to this Agreement. FAR 52.219.9 and 52.219.16 are applicable.

e) Seller represents, warrants and covenants that neither it nor any of its owners or customers are or will be on any of the prohibited parties lists maintained by various agencies of the US, EU or EU Member States, including, without limitation, the denied persons list, the unverified list, the entity list, the debarred list or the specially designated nationals list.

f) Seller shall, at its sole cost, secure and maintain all necessary licenses, permits, authorizations or other approvals required for the operation of Seller's business or any property used therein, or as necessary for Seller's performance hereunder. Seller shall immediately notify Buyer in the event that Seller is not in compliance with any provision of this Section.

g) Seller is the importer and exporter of record. Seller shall comply with all relevant import and export laws and administrative requirements, including the payment of all associated duties, taxes and fees and all applicable laws, regulations, certifications and registrations associated with the import or export of Products, such as but not limited to the US International Traffic in Arms Regulations ("ITAR"), the Export Administration Regulations ("EAR") and their applicable EU or EU Member States counterparts. Seller shall inform Buyer about any applicable (re-)export license requirements for Products under EU Member States or US export control law and customs regulations as well as export control laws and customs regulations of the country of origin of the Products. The information shall include, as applicable, (i) the export list number (Ausfuhrlistennummer) pursuant to Annex AL to the German Foreign Trade and Payments Regulation (Außenwirtschaftsverordnung), (ii) the US Export Control Classification Numbers (ECCN) pursuant to US Export Administration Regulations (EAR), the US Munitions List category number or any comparable export list information of applicable export lists, (iii) the country of origin of the Products and of components thereof, including software and technology, and (iv) certification and or test results relating to the Products. Upon request, the Supplier shall provide Buyer any other foreign trade data with respect to the Products and their components in writing and shall inform Buyer promptly about any changes to import or export related information provided under this section. For Products that will be imported by Buyer, Seller shall provide promptly any requisite information, documentation, certification and/or test results for Buyer to comply with applicable import laws and administrative requirements. Upon Buyer's request, Seller shall also provide Buyer with an appropriate certification stating the country of origin for Products, sufficient to satisfy the requirements of (i) the customs authorities of the country of receipt, and (ii) any applicable export licensing regulations, including those of the United States and EU Member States.

h) For shipment to the United States, Seller agrees to provide Buyer with information required to timely file the Importer Security Filing ("ISF") with US Customs and Border Protection. Seller agrees that it will transmit its

ISF data to Buyer no later than 72 hours prior to vessel load date. Seller agrees that it will indemnify and hold Buyer harmless for all Losses Buyer incurs as a result of Seller's failure to provide accurate and complete ISF data.

i) Seller shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), if applicable. Seller agrees not to discriminate against any employee or applicant for employment because of the employees or applicant's status as protected veteran, race, color, religion, national origin, ancestry, sex, age, sexual orientation, gender identity, disability, marital status, domestic partner status, or medical condition. Seller will take affirmative action to ensure that equal employment opportunity is implemented in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship without regard to status as protected veteran, race, color, religion, national origin, ancestry, sex, age, sexual orientation, gender identity, disability, marital status, domestic partner status, or medical condition. Seller shall abide by the requirements of 29 CFR Part 471, Appendix A to Subpart A, if applicable.

j) References in this Order to any legislation shall include any subordinate legislation made under or any provision which modifies, re-enacts or supersedes such legislation.

k) Seller agrees to comply with all the requirements in Itron's Supplier Code of Conduct as posted at [Supplier Code of Conduct](#).

7. Indemnification.

a) SELLER SHALL INDEMNIFY, HOLD HARMLESS AND, AT BUYER'S REQUEST, DEFEND BUYER, ITS OFFICERS, DIRECTORS, CUSTOMERS, AGENTS AND EMPLOYEES, AGAINST ALL CLAIMS, SUITS, LIABILITIES, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEYS' FEES AND COSTS OF SUIT ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PRODUCTS PROVIDED UNDER THIS ORDER, INCLUDING, WITHOUT LIMITATION: i) ANY CLAIM BASED ON THE DEATH OR BODILY INJURY TO ANY PERSON, DESTRUCTION OR DAMAGE TO PROPERTY; ii) ANY COMMERCIAL DAMAGES INCLUDING LOST PROFITS; iii) CONTAMINATION OF THE ENVIRONMENT AND ANY ASSOCIATED CLEAN UP COSTS; iv) BREACH OF ANY REPRESENTATION, WARRANTY, COVENANT OR OTHER OBLIGATION UNDER THIS ORDER, REGARDLESS OF WHETHER ANY OF THE FOREGOING CLAIMS IS BASED IN WHOLE OR IN PART ON THE ALLEGED OR ACTUAL NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTY, OR OTHER ACTIONABLE CONDUCT OR OMISSION OF BUYER; AND v) ANY CLAIM BY A THIRD PARTY AGAINST BUYER ALLEGING THAT THE PRODUCTS OR SERVICES PROVIDED UNDER THIS ORDER, INFRINGE A PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER PROPRIETARY RIGHT OF A THIRD PARTY, WHETHER SUCH ARE PROVIDED ALONE OR IN COMBINATION WITH OTHER PRODUCTS, SOFTWARE OR PROCESSES. SELLER SHALL NOT SETTLE ANY SUCH SUIT OR CLAIM WITHOUT BUYER'S PRIOR WRITTEN APPROVAL. SELLER AGREES TO PAY OR REIMBURSE ALL COSTS THAT MAY BE INCURRED BY BUYER IN ENFORCING THIS INDEMNITY, INCLUDING ATTORNEY'S FEES.

b) Without limiting the generality of section (a) above, if the use by Buyer or its customers of any Product is enjoined (the "Infringing Product"), Seller shall at its expense procure the right for Buyer to continue using the Infringing Product. If Seller is unable to do so, Seller shall at its expense: (i) replace the Infringing Product with a non-infringing product; or (ii) modify the Infringing Product to be non-infringing. In the event that Seller is required to replace or modify Infringing Product, then Seller agrees to pay any and all costs associated with replacing or modifying Infringing Products already placed in use by Buyer's customers.

8. Insurance.

Seller agrees to obtain and maintain the following insurance policies at Seller's sole cost and expense (collectively, "Insurance Policies"):

a) Commercial General Liability Insurance covering liability for property damage, personal injury and death arising out of operations, products-completed operations, contractual liability, with minimum limits of \$5 million per occurrence (the "CGL Policy");

b) Workers' Compensation insurance as required by applicable law ("Workers' Compensation Policy").

c) Buyer shall be named as an additional insured on the CGL Policy for all operations of Seller hereunder and for all liability for which Seller is responsible under the Order. The CGL Policy Shall contain standard cross liability clauses, and Seller shall cause such policies to be endorsed to provide contractual liability coverage specifically covering this Order as an insured contract, if necessary, to obtain coverage of this Order thereunder. To the maximum extent permitted by applicable law, the Workers Compensation Policy shall be endorsed to waive any right of subrogation against Buyer. All Insurance Policies shall require that Buyer be given at least thirty (30) days written notice of cancellation, non-renewal, or any material change therein.

9. Cancellation of Purchase Orders.

Buyer may cancel any Order, in whole or in part, without further obligation or liability to Seller, at any time prior to Seller's shipment of the Product(s) covered by such Order by providing Seller written or electronic notice of such cancellation.

10. Termination.

Buyer may at any time terminate all or part of Seller's performance hereunder by written notice to Seller. Upon receipt of such notice, Seller shall stop its performance and all orders and subcontracts to the extent they relate to such performance. Seller shall promptly advise Buyer of the quantities of Products and raw material on hand or purchased prior to termination and of the most favorable disposition thereof. Seller shall comply with Buyer's instructions regarding disposition of Products and raw materials. Seller shall submit to Buyer written notice of its intent to submit claims based on such termination within fifteen (15) days from the date of notice of termination and detail and substantiate such claims within thirty (30) days thereafter, or Seller waives such claims in their entirety.

Buyer shall pay Seller the Order price of finished Products accepted by Buyer, and the cost to Seller excluding profits and losses, of work in process and raw materials relating hereto, less the agreed value of any Products used or sold by Seller with Buyer's consent. Buyer may verify such claims at any reasonable time(s) by any reasonable method. Buyer will not pay for finished work, work in process, or raw materials fabricated or procured by Seller unnecessarily in advance, or in excess of Buyer's delivery requirements hereunder. Notwithstanding the above, payments under this paragraph shall not exceed the aggregate price specified in the Order, less any payments made or to be made. Payment under this paragraph is Buyer's only liability if the Order is terminated. To the extent the Order covers Products normally carried in Seller's inventory, Buyer shall have no liability for any termination of the Order, in whole or in part, prior to shipment. If Buyer sends notice of termination after receipt of Products, liability is limited to returning such Products and reimbursing Seller the direct cost of handling and transportation.

11. Special Tooling.

"Special Tooling" means all patterns, dies, fixtures, molds, jigs, models, gauges, inspection devices, special cutting tools, special test devices, drawings, templates and any replacements thereof, which, before the date hereof, Seller did not own or use and which Seller has been or will be required to acquire and use solely for purposes of furnishing Products hereunder, but excludes tools, capital items or property owned or furnished by Buyer. Prior written approval for purchase of any Special Tooling is required, and such request shall detail each item and its price. Seller shall use all Special Tooling solely for performance of the Order or as Buyer directs in writing, maintain Special Tooling in good condition, fully covered by insurance, and replace it at Seller's cost if lost, stolen, destroyed, or otherwise rendered unfit for use. Seller shall permit inspection and supply Buyer with detailed statements of Special Tooling upon request. Upon completion, cancellation, or termination of work for which Special Tooling is required, Seller shall list Products and the Special Tooling used in connection therewith, including the unamortized cost and fair market value of each item, and shall in writing if Buyer so elects, transfer possession and title of the Special Tooling to Buyer, free and clear of liens and encumbrances, in exchange for the lesser of the unamortized cost or fair market value of the tooling. Buyer may dispose of Special Tooling without taking possession thereof and receive any resulting salvage or resale revenues and may enter Seller's premises to obtain possession of any Special Tooling.

12. Ownership of Work Product.

a) For purposes of this Order, "Work Product" shall include, without limitation, all designs, discoveries, creations, works, devices, masks, models, work in progress, service deliverables, inventions, products, Special Tooling, computer programs, procedures, improvements, developments, drawings, notes, documents, business processes, information and materials made, conceived or developed by Seller alone or with others which result from or relate to the services performed or Products delivered hereunder. Standard Products manufactured by Seller and sold to Buyer without having been designed, customized or modified in any way for Buyer do not constitute Work Product. All Work Product shall at all times be and remain the sole and exclusive property of Buyer. Seller agrees to irrevocably assign and transfer to Buyer and does hereby assign and transfer to Buyer with full title guarantee, free of encumbrances, all of its worldwide right, title and interest in and to the Work Product including all associated intellectual property rights. Seller waives and shall procure the waiver of any and all moral and other rights in any Work Product or any other intellectual property created, developed or acquired in respect of the Products. Buyer will have the sole right to determine the treatment of any Work Product, including the right to keep it as trade secret, execute and file patent applications on it, to use and disclose it without prior patent application, to file registrations for copyright or trademark in its own name or to follow any other procedure that Buyer deems appropriate. Seller agrees: i) to disclose promptly in writing to Buyer all Work Product in its possession; ii) to assist Buyer, at Buyer's expense, to secure, perfect, register, apply for, maintain, and defend for Buyer's benefit all copyrights, patent rights, mask work rights, trade secret rights, and all other proprietary rights or statutory protections in and to the Work Product in Buyer's name as it deems appropriate; and iii) to otherwise treat all Work Product as Buyer Confidential Information as defined herein. These obligations to disclose, assist, execute and keep confidential survive the expiration or termination of this Order. All tools and equipment supplied by Buyer to Seller shall remain the sole property of Buyer.

b) Seller will ensure that Seller's subcontractors appropriately waive any and all claims and assign to Buyer any and all rights or any interests in any Work Product or original works created in connection with this Order. Seller irrevocably agrees not to assert against Buyer or its direct or indirect customers, assignees or licensees any claim of any intellectual property rights of Buyer affecting the Work Product.

c) Buyer will not have rights to any works conceived or reduced to practice by Seller which were developed entirely on Seller's own time without using equipment, supplies, facilities or trade secret or Buyer Confidential Information, unless: i) such works relate to Buyer's business, or Buyer's actual or demonstrably anticipated research or development; or ii) such works result from any services performed by Seller for Buyer.

13. Confidentiality.

a) Seller will acquire knowledge of Buyer Confidential Information (as defined below) in connection with its performance hereunder and agrees to keep such Buyer Confidential Information in confidence during and following termination or expiration of this Order. "Buyer Confidential Information" includes but is not limited to all information, whether written or oral, in any form, including, without limitation, information relating to the research, development, products, methods of manufacture, trade secrets, business plans, customers, vendors, finances, personnel data, Work Product (as defined herein) and other material or information considered proprietary by Buyer relating to the current or anticipated business or affairs of Buyer which is disclosed directly or indirectly to Seller. In addition,

Buyer Confidential Information means any third party's proprietary or confidential information disclosed to Seller in the course of providing Products to Buyer. Buyer Confidential Information does not include any information: i) which Seller lawfully knew without restriction on disclosure before Buyer disclosed it to Seller; ii) which is now or becomes publicly known through no wrongful act or failure to act of Seller; iii) which Seller developed independently without use of the Buyer Confidential Information, as evidenced by appropriate documentation; or iv) which is hereafter lawfully furnished to Seller by a third party as a matter of right and without restriction on disclosure. In addition, Seller may disclose Confidential Information which is required to be disclosed pursuant to a requirement of a government agency or law but only after Seller provides prompt notice to Buyer of such requirement and gives Buyer the opportunity to challenge or limit the scope of the disclosure.

b) Seller agrees not to copy, alter or directly or indirectly disclose any Buyer Confidential Information. Additionally, Seller agrees to limit its internal distribution of Buyer Confidential Information to Seller's employees who have a need to know, and to take steps to ensure that the dissemination is so limited. In no event will Seller use less than the degree of care and means that it uses to protect its own information of like kind, but in any event not less than reasonable care to prevent the unauthorized use of Buyer Confidential Information.

c) Seller further agrees not to use Buyer Confidential Information except in the course of performing hereunder and will not use such Buyer Confidential Information for its own benefit or for the benefit of any third party. The mingling of Buyer Confidential Information with information of Seller shall not affect the confidential nature or ownership of the same as stated hereunder. Seller agrees not to design or manufacture any products which incorporate Buyer Confidential Information except as authorized by the Order. All Buyer Confidential Information is and shall remain the property of Buyer. Upon Buyer's written request or the termination of this Order, Seller shall return, transfer or assign to Buyer all Buyer Confidential Information, including all Work Product, as defined herein, and all copies thereof.

14. Blanket Purchase Orders.

If Products purchased are covered under a blanket Order, no shipment can be made, or invoice issued, until a release Order is issued. Unauthorized shipments will be held at Seller's risk and expense. A blanket Order authorizes Seller to procure raw materials sufficient to meet delivery of the quantity of a release Order, but only to manufacture and deliver such respective quantities at such respective times as is indicated on the release Order provided by Buyer. Buyer will not assume any liability in the event Seller engages in any manufacture before the time specified, or in excess of the quantity required to meet such respective deliveries.

15. Independent Contractor

In supplying the Products, Seller will at all times maintain the status of an independent contractor with the sole authority to control and direct the performance and details of the manufacturing or provision of the Products being supplied and/or rendered to Buyer, Buyer being interested only in the results obtained. Seller will have sole responsibility for maintaining all necessary licenses, permits or other requirements in accordance with applicable laws for doing business as an independent contractor. Seller will be free to contract for similar services to be performed for other persons or entities subject to the limitations set forth in this Order. Neither party will have the authority to bind the other to any other agreements unless such authority is expressly granted in writing. Any person who participates, on behalf of Seller, in the supply of the Products, shall remain under Seller's authority, direction and supervision, and as such has the status of employee of Seller, and therefore shall have no entitlement at any time to become an employee or agent of Buyer. Buyer shall not incur any liability or obligation with respect to the persons who are working on behalf of Seller.

16. Changes in Process or Method of Manufacturing.

Seller agrees that it will not invoke any changes in process or method or location of manufacturing without Buyer's prior written consent. Seller further agrees that any contemplated changes in process or method of manufacturing will be submitted to Buyer in sufficient time to enable Buyer a reasonable opportunity in which to evaluate such changes.

17. Non-Interference with Business.

During and for a period of two years immediately after the termination or expiration of this Order, Seller agrees not to unlawfully interfere with the business of Buyer in any manner, and further agrees not to solicit or induce any employee or independent contractor to terminate or breach an employment, contractual or other relationship with Buyer.

18. Non-Exclusive Agreement.

This is not an exclusive agreement. Buyer is free to engage others to perform services or provide Products the same as or similar to Seller's. Seller is free to, and is encouraged to, advertise, offer and provide Seller's services and/or goods to others; provided however, that Seller does not breach this Order.

19. Limitation of Liability.

a) Nothing in this Order shall limit or exclude liability for any personal injury or death caused by negligence, for fraud or fraudulent misrepresentation or where limitation or exclusion is prohibited by law.

b) SUBJECT TO 19(a), IN NO EVENT SHALL BUYER BE LIABLE TO SELLER OR SELLER'S AGENTS, SUBCONTRACTORS, OR ANY THIRD PARTY FOR ANY LOSS OF PROFIT, REVENUE OR REPUTATION (IN EACH CASE WHETHER DIRECT OR INDIRECT) OR FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THIS ORDER, REGARDLESS OF WHETHER BUYER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND REGARDLESS OF

WHETHER SUCH DAMAGES WERE CAUSED BY BUYER'S NEGLIGENCE, BREACH OF CONTRACT (INCLUDING DELIBERATE REPUDIATORY ACTS), OR OTHER ACTIONABLE CONDUCT OR OMISSION.

20. Publicity.

Seller shall not, without the prior written consent of Buyer, advertise or otherwise disclose that Seller has entered into the Order with Buyer. Seller shall not use Buyer's name or trademark in any press release, marketing or advertising materials without Buyer's prior written consent.

21. Waiver.

No waiver of any provision of these terms and conditions (or any right or default hereunder) shall be effective unless in writing and signed by Buyer. Any such waiver shall be effective only for the instance given, and shall not operate as a waiver with respect to any other rights or obligations under the Order or applicable law in connection with any other instances or circumstances.

22. Entire Agreement.

These terms and conditions, together with the terms on the face of any Order issued hereunder, constitute the final and entire agreement between Buyer and Seller with respect to the purchase of Products and supersede any terms and conditions in any acknowledgement form, invoice or other document of Seller. These terms and conditions may be amended only by a written instrument duly executed by both parties, and may not be amended orally or by course of performance. Nothing in this Order shall limit Buyer's ability to pursue any other remedies available to it at law or in equity.

23. Language.

The parties have expressly required that these terms and conditions and the Order be prepared in English.

24. Choice of Law - Jurisdiction.

This Order shall be by and construed in accordance with the laws of the Country, State or Region where Buyer's registered seat is located without reference to its choice of law rules. The parties submit to the exclusive jurisdiction of the Commercial Courts of the location of Buyer's registered seat. Seller irrevocably waives, to the fullest extent permitted by applicable law, any objection to the jurisdiction of any such court or to venue therein or any claim of inconvenient forum of such court or of sovereign immunity and any right to a jury trial. In all cases, the Parties expressly exclude from application the United Nations Convention on Contracts for the International Sale of Goods.

25. Assignment.

Seller may not assign, transfer or subcontract the performance of its services, or any of its rights and/or obligations hereunder, without Buyer's prior written consent.

26. Survival.

Any provision of this Order that contemplates performance or observance subsequent to termination or expiration of this Order will survive termination or expiration and continue in full force and effect for the period so contemplated including, but not limited to, provisions relating to warranties, indemnity, limitation of liability and confidentiality.