

## 1. DEFINITIONS

- 1.1 **"Purchaser"** means the Howden business unit (Compressor Products International, "CPI") named in the Order. **"Supplier"** means the person or company to whom the Order is addressed. **"Contract"** or **"Order"** means the agreement between the Purchaser and the Supplier for the supply of the Goods and/or Works incorporating these conditions and any other appendices as appropriate, which will commence on the date of the Order. **"Contract Price"** means the sum payable to the Supplier in accordance with the terms of this Contract as stated in the Order, which shall be exclusive of value added tax but inclusive of all other charges. **"Goods"** means the equipment, parts, machinery, apparatus, materials and/or documentation to be supplied under the Contract. **"Works"** means the services and/or work to be performed by the Supplier under the Contract and includes, where the context admits, the Goods.

## 2. CONDITIONS

- 2.1 All Contracts are entered by the Purchaser only upon these conditions. Subject only to clause 3.1, anything in any document forming part of or incorporated in any such Contract which is inconsistent with these conditions or any part thereof shall have no effect and every such document shall be deemed to incorporate only these conditions. Any acceptance or acknowledgment of the Order by the Supplier (including, without limitation, by commencing with any of the work or activities called for in the Order), even if containing or referencing terms inconsistent with or in addition to the terms of the Order shall be deemed as a full acceptance by the Supplier of the Order, and the inconsistent or additional terms shall be deemed ineffective, unless they were specifically and expressly accepted by the Purchaser in writing.

## 3. PRECEDENCE

- 3.1 The documents forming this Contract are to be taken as mutually explanatory of one another. In the event of any conflict or ambiguity, the order of precedence shall be as follows:
- (i) The Order;
  - (ii) Special terms and conditions;
  - (iii) CPI Standard Terms of Purchase; and
  - (iv) Any appendices attached to the Order.

## 4. PRICE AND VARIATIONS

- 4.1 Unless otherwise agreed, the Contract Price is fixed for the duration of the Order and includes all federal, state, and local sales, use, excise, privilege, payroll, occupational and other taxes and duties applicable to the Work furnished to the Purchaser thereunder, except for sales and use taxes imposed upon equipment installation by the Purchaser's or the Purchaser's customer's state, which shall be paid or reimbursed by the Purchaser. No price increases shall be accepted unless related to a written variation issued by the Purchaser.
- 4.2 No variation of or addition to these terms shall be effective unless in writing and signed for and on behalf of the Purchaser and the Supplier.
- 4.3 The Purchaser may instruct variations of and extras to the Contract at any time. Any such instructions must be confirmed by a formal written amendment issued by the Purchaser. If any changes cause an increase or decrease in the cost of, or the time required for the performance of, any work under this Order, an equitable adjustment shall be agreed between the parties in writing. Should the parties fail to reach an agreement on cost or time required, the Supplier shall continue work under the Contract including any change advised by the Purchaser, whilst the parties negotiate an agreeable settlement.

- 4.4 Any Supplier claim for adjustment under this clause will be deemed waived unless asserted within five (5) days from the Supplier's receipt of the change request, and may only include the reasonable and direct costs that will be incurred as a direct result of the change.

## 5. MATERIAL AND WORKMANSHIP

- 5.1 The Goods shall be fit for the purpose specified and conform in every respect as to quantity, quality, performance and description with any drawing or specification set out or referred to in the Order, or attached to these conditions as an appendix, and be of the most appropriate materials and best workmanship for Goods of that type.
- 5.2 The Works shall be performed by competent and qualified personnel in a professional and competent manner in accordance with generally established industry standards.
- 5.3 In addition to any other express or implied warranties, the Supplier warrants to the Purchaser that the Goods and materials furnished pursuant to each Order shall be: (i) free of any claim or encumbrance of any nature, including by any third person, and that the Supplier will convey free, clear, and marketable title thereto to the Purchaser as provided hereunder; (ii) of merchantable quality, free from all defects in design, workmanship, and materials.
- 5.4 The Supplier, in its capacity as the expert, confirms to have verified, before supplying the Goods or carrying out any of the Works, all documents and information provided by the Purchaser. The Supplier shall immediately notify the Purchaser of any contradictions, omissions and/or errors identified and the Supplier shall address any contradictions, omissions and/or errors in these documents. In such cases, the Supplier is required to report in writing to the Purchaser, in a timely manner before supplying the Goods or carrying out any of the Works, all errors or omissions and to propose any changes or adjustments that it may deem necessary to make in order to ensure the proper performance of the Contract.

## 6. LIENS

- 6.1 The Supplier shall deliver the Work free and clear of all liens, claims, and encumbrances. Upon request by the Purchaser, the Supplier shall waive or release claims for payment in the form of a lien waiver presented by the Purchaser to the Supplier.
- 6.2 The Purchaser shall have the right to withhold from any final payment an amount sufficient to cover the costs of Work performed for which the Purchaser shall not have received a lien waiver, and the Purchaser shall have the right to withhold such amounts until such lien waiver is presented to the Purchaser.

## 7. TIME FOR COMPLETION

- 7.1 Time is of the essence. The time for delivery of the Goods, or for completion of the Works, shall be on the delivery date, and at the delivery address, as specified in the Order.
- 7.2 In the event that the Supplier fails to deliver within such time the Supplier shall pay the Purchaser liquidated damages for delay at the rates specified in the Order. Where the Order does not specify any rates of liquidated damages, the Supplier shall be liable for liquidated damages of 0.2% of the Contract Price per day, subject to a maximum of 15% of the Contract Price.
- 7.3 The Purchaser shall be entitled to terminate the Contract for default where the liquidated damages reach the maximum amount.
- 7.4 Notwithstanding clause 7.2, the parties agree that it is not possible to estimate or calculate the damages that the Purchaser may suffer as a result of delays exceeding ten (10) weeks; accordingly, for any delay exceeding this period, the Purchaser shall be entitled to recover any documented

additional damages that the Purchaser incurs as a result of the Supplier's additional delay.

- 7.5** Should it become apparent that delivery, or completion, cannot be accomplished within the time specified, the Supplier shall, at its own cost, take all necessary steps to expedite the progress of the Order, including, but not limited to working additional shifts, overtime, providing additional manpower, equipment and air freighting to meet the delivery date(s) required by the Order. Furthermore, the Purchaser reserve the right to arrange shipping by a more expensive way than specified, and any resulting increased transportation costs shall be paid for by the Supplier.

## **8. DELIVERY OF GOODS**

- 8.1** Where the Contract is for the supply of Goods, delivery shall occur when the Goods have been delivered, including all required documentation, with correct packing, which shall in any event be packaged by the Supplier so as to permit efficient handling and to provide full and adequate protection in shipment and in accordance with the Incoterm stated in the Order, as per Incoterms 2010. Where the Order does not specify, Incoterms shall be DDP, Purchaser's factory.
- 8.2** Unless otherwise agreed, the Purchaser shall not accept early delivery or part deliveries.
- 8.3** No charges will be allowed for transportation, packaging, or returnable containers unless expressly stated in the Order. Damage to any Goods resulting from improper packaging will be the Supplier's responsibility.
- 8.4** Additional marking requirements may apply. The Supplier must obtain a written shipment release from the Purchaser prior to shipment. The Supplier will be responsible for all costs incurred from any shipments without release.

## **9. VESTING AND RISK**

- 9.1** The property in the Goods or any part thereof shall pass to the Purchaser on, whichever is the earlier of when:
- (a) Materials or parts of the Goods are set aside for the Contract;
  - (b) The Purchaser makes any payment to the Supplier; or
  - (c) The Purchaser accepts delivery.
- 9.2** Where the Contract is to supply Goods, the risk in the Goods shall pass to the Purchaser at the point of delivery, as specified in the Order and/or in accordance with the agreed Incoterms.
- 9.3** Where the Contract is to supply Works, the risk in the Works shall not pass to the Purchaser until such Works are complete and accepted by the Purchaser.

## **10. REPLACEMENT OR REJECTION**

- 10.1** Any part of the Goods or Works (including any part replaced under this clause) which is defective owing to fault in material, workmanship, design or which are not fit for the purpose specified in the Order, shall be rectified or replaced at the Supplier's cost. The "Warranty Period" shall be as stated in the Order or, where no Warranty Period is specified, it shall be: twenty four (24) months from the date of first operation of the Goods, or Works, or thirty six (36) months from the date of delivery of Goods, or acceptance of Works, whichever is the later.
- 10.2** If the Supplier has not rectified or replaced the Goods or Works within fourteen (14) days from the Purchaser's notification of defect(s), the Purchaser is entitled to reject any such Goods or Works and to purchase them elsewhere, to the same specification and conditions as circumstances shall admit, or alternatively the Purchaser may rectify, or have others rectify, and any additional costs howsoever incurred shall be paid by the Supplier to the Purchaser. Where fourteen (14) days is not

reasonably possible, the Supplier shall submit a rectification plan no later than five (5) days after receipt of the Purchaser's notification, which shall be subject to the Purchaser's acceptance before Supplier commences to rectify or replace.

## **11. ASSIGNMENT, SUBCONTRACTING AND PRODUCTION**

- 11.1** The Supplier shall not assign or transfer the Contract or any part thereof, or make any subcontract with any person, or company for the execution of any portion of the Goods or of the Works other than for the supply of unprocessed materials without the prior consent in writing of the Purchaser. Any such consent shall not relieve the Supplier from any obligations under the Contract. The Supplier shall provide the Purchaser with unpriced copies of any sub orders placed by the Supplier.
- 11.2** The Supplier shall not be entitled to move production to another site of the Supplier's, without the prior consent in writing of the Purchaser.

## **12. REPORTS, INSPECTION AND TESTING**

- 12.1** At the request of the Purchaser, the Supplier shall submit regular reports showing the availability of material parts and the manufacturing status of all items covered by the Order.
- 12.2** The Supplier shall afford to the Purchaser's representative, inspectors, or any inspecting authority nominated by the Purchaser, access to the Supplier's manufacturing areas at all reasonable times where the material parts and assemblies are being produced. In the event that part of the Order is sub-contracted by the Supplier, the Supplier will arrange for the Purchaser's representative(s) to visit sub-contractors on a similar basis.
- 12.3** In the event that the Purchaser finds a report provided by the Supplier contains inaccurate information, the Purchaser shall be entitled to charge the Supplier for all costs incurred by any visit and the Supplier is granted five (5) days to provide a revised and accurate report.
- 12.4** The Purchaser shall be given a certificate of the results of any test of the Goods or Works carried out by the Supplier or the manufacturer or importer of the Goods of Works. Where the Order prescribes any tests or performance parameters for the Goods or Works, the Supplier shall carry out such tests and otherwise ensure such performance.
- 12.5** The Supplier shall give reasonable notice and full opportunity to the Purchaser to witness all such tests. If the Purchaser fails to attend such tests at the notified time and place, the Supplier may proceed in its absence, however, should the Purchaser so request prior to such notified time the Supplier shall hold such tests at a reasonable alternative time and place as the Purchaser may require. No approval of the Goods or failure to reject the Goods by the Purchaser pursuant to any inspection or tests of the Goods or otherwise shall prejudice any right of the Purchaser under the Contract.

## **13. INVOICES**

- 13.1** Invoices not stating the Order number will be rejected.
- 13.2** Unless otherwise stated in the Order, payment terms will be ninety (90) days E.O.M from receipt of a valid and undisputed invoice.
- 13.3** The Purchaser shall have the right to set-off or deduct all claims for money due or to become due to the Supplier by reason of any counterclaim arising out of this or any other transaction between the Purchaser and the Supplier.

## **14. INDEMNITY**

- 14.1** The Supplier shall indemnify the Purchaser from and against any claim concerning:

- (a) Personal injury to or loss of life of any personnel arising from or relating to Supplier's performance of this Contract;
- (b) Loss of or damage to any property (whether Supplier's, Purchasers or any third party) arising from or relating to Supplier's performance of this Order;
- (c) Any other liability towards a third party arising from or relating to the Supplier's performance of this Order;
- (d) Any claim from a third party resulting from infringement of intellectual property rights in connection with the Goods/Work rendered, the Purchaser, or end user's future utilisation of the Work;
- (e) The Supplier's breach of clauses 22 and/or 25;
- (f) Any liability for taxes or duties as described in clause 4.1; and/or
- (g) Any liability or loss arising from any liens, claims, or encumbrances.

## 15. INSURANCE

- 15.1** The Supplier shall insure and keep insured during the execution of the Works covered by the Order, with a reputable insurance company and with minimum level of cover as specified in the Order. When required to do so by the Purchaser, the Supplier shall produce evidence of such insurance. Where no amount is specified in the Order, the Supplier shall be required to maintain the following as a minimum: (i) Commercial General Liability coverage of \$1,000,000 per occurrence or \$2,000,000 general aggregate for personal injury and property damage; (ii) Workmen's Compensation coverage with statutory limits in the state where the Work is to be performed and Employers' Liability coverage of not less than \$1,000,000 each person; and (iii) business automobile coverage covering both owned and hired vehicles for bodily injury and property damage of \$1,000,000 combined single limit; or any other coverage in types and amounts as required by the Purchaser. In addition, said insurance shall specifically name the Purchaser, its applicable customer, the site owner and/or end-user (if different), and its/their respective officers, employees, and agents as additional insured parties, excluding Workmen's Compensation insurance.
- 15.2** Pursuant to clause 15.1, prior to the Supplier commencing Work hereunder, the Supplier shall obtain from each of its insurers, in respect of all legal liability policies and agreement from the insurers to waive their rights of subrogation and other rights of recourse against the Purchaser or the Purchaser's principals.
- 15.3** If the Supplier fails to provide or maintain any of the foregoing insurance, the Purchaser shall have the right to provide or maintain such coverage at the Supplier's expense. The procurement, maintenance and/or limits of coverage, shall not relieve the Supplier of liability for any loss or damage.
- ## 16. CONFIDENTIALITY, INTELLECTUAL PROPERTY
- 16.1** Any information, specification, plans, drawings, patterns or designs supplied by the Purchaser to the Supplier in connection with the Order shall remain the property of the Purchaser, and any information derived therefrom or otherwise communicated to the Supplier in connection with the Order shall be regarded by the Supplier as secret and confidential and shall not, without the prior consent in writing of the Purchaser, be published or disclosed to any third party or made use of by the Supplier except for the purpose of implementing the Order. Any specifications, plans, drawings, patterns or designs supplied by the Purchaser must be returned in good order unless otherwise agreed.
- 16.2** Where development forms part of the Order, the ownership of any intellectual property rights including but not limited to patents, registered and unregistered designs and copyright arising from such development shall be transferred to the

Purchaser and the Supplier shall cooperate in any measure necessary to make such transfer effective as soon as any such right arises.

- 16.3** The Supplier group shall not permit copies to be made of any of the Purchaser's Information without the Purchaser's prior written consent; and in which case the Supplier shall mark the copy "Confidential". These confidentiality obligations shall continue indefinitely. Upon expiration or termination of this Order for any reason or at any time upon the Purchaser's request, the Supplier group shall promptly return to the Purchaser or, if authorized by the Purchaser, destroy all confidential Information, including any copies thereof.

- 16.4** The Supplier is required to obtain the prior written approval of the Purchaser in respect of any text, photographs, information or publicity in connection with this Contract, or any Order, or any Purchaser detail or reference whatsoever ("**Information**") that the Supplier proposes to release or issue to any news outlet, social media platform or to publish in any medium (including in-house newsletters in paper or electronic form). The Purchaser has an unrestricted right to reasonably request changes to the Information or to forbid the issuance of such Information, which the Supplier must adhere to within a practicable period.

## 17. PURCHASER EQUIPMENT

- 17.1** All property of the Purchaser at any time in the hands of the Supplier including, but not limited to, any patterns/drawings, tools or other equipment furnished by the Purchaser to the Supplier, shall be used only for the purposes of the Order unless otherwise authorised by the Purchaser. The Supplier shall maintain such property in good condition; fair wear and tear excepted, and shall take all reasonable care to protect the same from loss or damage. The Supplier shall maintain insurance against loss or damage of such property. The Supplier shall produce satisfactory evidence of such insurance including premium receipts whenever required to do so by the Purchaser. Supplier's use of the Purchaser's equipment is at its own risk and all Purchaser's equipment is provided without warranty as to fitness for purpose. The Supplier shall indemnify and hold harmless the Purchaser against and from all liabilities, claims, actions, causes of action, costs and expenses (including legal fees and expenses) of any nature for injury or death of any person or damage to property or any claims howsoever arising out of or which may be consequent upon or incidental or in any way attributable to the Supplier's use of the Purchaser's equipment.

## 18. SUSPENSION AND CANCELLATION FOR CONVENIENCE

- 18.1** The Purchaser shall be entitled to suspend the Order at any time, or delay the delivery of the Goods or Works, for a period of up to sixty (60) days at the Supplier's cost.
- 18.2** The Purchaser shall be entitled to cancel the Order in whole or in part at its discretion and without liability, save for, reimbursement in the case of cancellation for reasons other than the Supplier's default of the Supplier's reasonable costs properly incurred to the Purchaser's reasonable satisfaction prior to receipt of the Purchaser's notice of cancellation, less the value of any material or work in progress usable by the Supplier or normally in its inventory or stock or otherwise recoverable by the Supplier, and which the Purchaser does not wish to obtain, plus such reasonable profit as the parties may agree. All items for which costs are reimbursed shall be delivered by the Supplier to the Purchaser.

## 19. SUPPLIER'S DEFAULT

- 19.1** In the event of default by the Supplier in the performance of any obligation hereunder including, but not limited to, time of delivery and/or completion, or in the event it becomes apparent that delivery or completion cannot be accomplished within the time specified, or should the Supplier become insolvent, go into liquidation, bankruptcy, re-organisation, enter into any other arrangement or proceeding relating to any form of insolvency, the Purchaser may, in addition to its other rights or remedies, terminate this Contract without penalty and/or liability, except for Goods or Works previously received and accepted, charging the Supplier for direct and reasonable losses and damages sustained by reason of such termination. In such circumstances, the Supplier shall ensure that full title to the Goods and/or Works transfers to the Purchaser.
- 19.2** The Purchaser may terminate the Contract immediately without any further action by the Purchaser if the Supplier violates any section of these terms relating to import, export, conflict minerals, anti-bribery, compliance with laws and/or code of conduct.
- 20. OVERALL LIABILITY**
- 20.1** The Supplier's overall liability to the Purchaser under this Contract shall be stated in the Order or, where no such limit is stated, the greater of \$500,000 or 150% of the Contract Price.
- 20.2** The limit of liability described in clause 20.1 shall not apply to Supplier's wilful misconduct, fraud, tax obligations, breach of applicable law or any of Supplier's indemnity obligations pursuant to clause 14.1.
- 20.3** In no event will the Purchaser's overall liability to the Supplier, exceed the Contract Price.
- 20.4** Neither party shall be liable to the other, by any way of indemnity or by reason of breach of the Contract or of statutory duty or by reason of tort (including but not limited to negligence) or any other reason whatsoever for any loss of profit/revenue, loss of business, loss of contracts or for any special, indirect or economic or consequential losses or damages.
- 21. FORCE MAJEURE**
- 21.1** "Force Majeure" means an occurrence as specified below provided it is beyond the control of the party affected and provided that such party could not reasonably have foreseen such occurrence at the time of entering into the Contract and could not reasonably have avoided it or overcome its consequences. The following events or occurrences shall constitute a Force Majeure:
- (a) War (including civil war), riots, invasion, acts of terrorism, civil disturbance, acts of environmental activists or non-governmental organizations;
  - (b) Piracy, sabotage or embargoes;
  - (c) Contamination by radioactivity from any nuclear fuel or from any nuclear waste;
  - (d) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
  - (e) Acts of God, fire, explosion or epidemic or earthquake, hurricane or other similar natural physical disaster;
  - (f) Any strikes or industrial disputes at a national, regional or local level other than a strike or industrial dispute of the personnel of the Supplier;
  - (g) Maritime or aviation disasters;
  - (h) Change of laws, regulations and any acts of government or authority having or asserting jurisdiction where the Work is executed.
- 21.2** Notwithstanding the above, under no circumstances, shall the following, be considered a Force Majeure event:
- (a) Any shortage in supply of equipment, materials or people (other than as a result of any event or circumstance set out in clause 21.1);
  - (b) Any failure by the Supplier for reasons within its control to obtain or maintain any permit, consent, authorisation or approval which it is responsible for obtaining under the Contract;
  - (c) Lack of funds, financial hardship or the inability or failure of a party, to make a payment due, make a profit or achieve a satisfactory rate of return resulting from the performance or failure to perform its obligations under the Contract.
- 21.3** No party shall be considered to be in breach of the Contract to the extent it is proven that such party was unable to fulfil its contractual obligation due to Force Majeure. The parties shall cover their own costs resulting from Force Majeure. A party wishing to invoke Force Majeure must notify the other party immediately thereof, if not it will lose the right to claim that Force Majeure has occurred. Either party is entitled to terminate the Contract if the Force Majeure situation continues, or it is obvious that it will continue, for more than ninety (90) days. In the event of such termination, the Purchaser's sole liability towards the Supplier shall be the payment (if practicable) of the unpaid balance due to Supplier for that part of the Work already performed. The Purchaser may require the Work, including any corresponding rights and documentation, to be delivered to the Purchaser in its existing condition at the time of termination for completion by third parties.
- 22. COMPLIANCE**
- 22.1** The Supplier represents and warrants that it will comply with all applicable laws in respect of activities contemplated by this Contract including, without limitation, laws and regulations relating to taxation, exchange controls and custom requirements as well as with any anti-corruption, anti-trust, anti-money laundering, sanctions or other applicable criminal law, rule or regulation. In particular, the Supplier shall comply fully with both the US Foreign Corrupt Practices Act and the UK's Bribery Act 2010 and it represents, and warrants that, it will not do anything which could contravene the Bribery Act 2010 or the Foreign Corrupt Practices Act or cause the Purchaser to contravene the Bribery Act 2010 or the Foreign Corrupt Practices Act. Furthermore, the Supplier represents and warrants that it will not offer to or receive any inducement or bribe from any employee, agent, official or fiduciary or any third party with the intent to influence the conduct of any such person or customer in relation to the purchase of the Goods.
- 22.2** The Supplier acknowledges that the Purchaser has adopted a Code of Conduct for Business Partners ("COC") that governs, among other things, the Purchaser's relationships with suppliers. The Supplier hereby agrees to conduct itself in its dealings with the Purchaser at all times in accordance with such COC and in a manner that is consistent and which facilitates compliance with such COC at the Purchaser's request, the Supplier shall certify in writing its compliance with the foregoing. The Purchaser's COC can be found at: <https://drive.google.com/file/d/1IGFUHnbkst7VMqXm2OFdYW/Wb842eL9jn/view>
- 22.3** The Supplier, and any products or other services supplied by the Supplier, shall comply with all applicable laws, rules, regulations, export control laws, orders, conventions, ordinances or standards in the Supplier's country, the Purchaser's country and the country(ies) of destination, whichever are more stringent, or that relate to the manufacture, labelling, transportation, importation, exportation, use, operation, licensing, approval or certification of the Goods or Work, including, but not limited to,

- those relating to environmental matters, product safety, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health/safety, motor vehicle safety and the UK Modern Slavery Act 2015 where applicable or any local equivalent.
- 22.4** The Supplier's performance of Work shall be in accordance with any and all applicable executive orders and federal, state, municipal, and local laws and ordinances, and other rules, orders, requirements, and regulations hereunder/thereunder of the jurisdiction(s) where the Work is to be performed. Such U.S. Federal laws (or foreign equivalents) shall include, but not be limited, to the American with Disabilities Act, the Fair Labor Standards Act of 1938 as amended, Executive Order 11246, the Rehabilitation Act of 1973, the Vietnam Veterans Readjustment Act of 1974, the Occupational Safety and Health Act of 1970, the Toxic Substances Control Act of 1976 and/or the Immigration Reform and Control Act of 1986 including without limitation, verifying Workers eligibility for U.S. employment through the completion of an I-9 form. In addition, the Supplier shall comply with any site safety rules of Purchaser or Purchaser's customers. The Supplier shall provide (and update) complete and accurate material safety data sheets for all materials, Goods and substances provided.
- 23. AUDIT**
- 23.1** The Supplier hereby grants the Purchaser access to all pertinent records, correspondence, writings, drawings and receipts related to any Order. The Supplier further agrees to maintain such records and documents for a period of six (6) years after the termination or expiration of this Contract. Supplier agrees to cooperate fully and with all reasonable requests of the Purchaser during an audit and agrees that such an audit may be used as the basis for settlement of any disputes which might arise regarding payments under this Contract. The Supplier shall be entitled to redact any internal pricing information from auditable documentation.
- 24. GOVERNING LAW AND JURISDICTION**
- 24.1** This Contract shall be governed by, and construed according to, the laws of the State of New York, without regard to principles of conflicts of law. The Parties each consent to the sole and exclusive jurisdiction of the federal courts of the United States or the courts of the State of New York in each case located in the city of New York City regarding all matters, disputes, and litigation under and related to any Purchase Order and all underlying acts, omissions, breaches, and transactions. All rights and remedies of Buyer provided herein shall be in addition to and not in place of those provided by, or available at, law or equity, and the failure of Buyer to exercise any rights or remedies under any Purchase Order shall not operate as a waiver thereof. The titles of the articles and sections set forth above are for convenience of reference only and shall not be applied to limit or restrict the meanings of the terms and/or conditions set forth herein.
- 25. IMPORT/EXPORT COMPLIANCE**
- 25.1** The Supplier shall provide the Purchaser, or the Purchaser's designated agent, with all necessary information, including the customs tariff code, export-control identifier and confirmation of the Goods origin in a timely fashion to enable the Purchaser's compliance with any applicable customs regulations. If Goods will be delivered to a destination country having a trade preferential or customs union agreement with the Supplier's country, the Supplier shall provide all required documentation to support the applicable special customs program to allow duty free or reduced duty for entry of Goods into the destination country, or confirm the Goods cannot meet the preferential criteria. When applicable, provide timely shipping details to enable compliance with customs security regulations.
- 25.2** The Supplier hereby agrees that it shall not, except as said applicable laws and regulations may expressly permit, make any disposition by way of transshipment, re-export, diversion or otherwise, of any Goods, technical data, or software, or the direct product thereof, furnished by either party in connection with this Order.
- 25.3** Subject to applicable law, the Supplier agrees that it will not supply any Goods to the Purchaser under this Order that are sourced directly or indirectly from a designated economic sanctioned country defined by the United States, the EU or any member states of the EU. In addition, the Purchaser may, from time-to-time and for business reasons, withdraw from and/or restrict its business dealings in certain jurisdictions, regions, territories and/or countries. Thus, subject to applicable law, the Supplier hereby agrees not to supply any Goods to the Purchaser under this Order that are sourced directly or indirectly from any such jurisdiction, region, territory and/or country identified to the Supplier by the Purchaser.
- 25.4** Pursuant to the requirements of Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the rules and Form SD associated with Section 13(p) of the Securities Exchange Act of 1934, the Supplier must comply with the Howden Conflict Minerals Policy found at <https://www.howden.com/en-gb/about/supplier-information> with all expectations and requirements mandated thereunder. The Howden Conflict Minerals Policy applies, regardless of form and location of ownership, to all Purchaser suppliers of materials or products consisting of or containing "conflict minerals" (cassiterite, columbite-tantalite (coltan), gold and wolframite and the following derivatives: tantalum, tin and tungsten). The Supplier must also pass through these requirements to all of its suppliers of materials or products containing conflict minerals within the Supplier's supply chain for materials or products purchased by the Purchaser. Failure to cooperate regarding these requirements could lead the Purchaser to source from alternative suppliers. The Supplier shall comply with all commercially reasonable requests for information regarding the source and chain of custody of conflict.
- 26. NON-WAIVER.**
- 26.1** Failure by the Purchaser to insist upon strict performance of any terms or conditions of any Order, or failure or delay to exercise any rights or remedies provided herein or by law, or failure to notify Supplier in the event of breach, or the acceptance of or payment for any Work hereunder, shall not release Supplier from any of the obligations of such Order and shall not be deemed a waiver of any right of the Purchaser to insist upon strict performance hereof, or any of its rights or remedies as to any prior or subsequent default hereunder.
- 27. SEVERABILITY**
- 27.1** If any term or provision of this Contract is found to be invalid, illegal, or unenforceable such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Contract which shall continue in full force and effect and shall be interpreted to give effect to the extent feasible to the original written intent of the parties.
- 28. SURVIVAL**
- 28.1** All provisions, obligations, and limitations contained in each Purchase Order that by their nature or effect are required or intended to be observed, kept or performed after termination

will survive and remain binding upon and for the benefit of the Parties, their successors and permitted assigns.

**29. DATA PROTECTION**

**29.1** The personal data disclosed by a party under the course of the Contract does not belong to the recipient of such data. The data must be protected and shall not be disclosed to any third party, or altered, violated or used except for the purposes of the Contract. Either party may require the destruction of this data upon the end of the relationship between the parties. The parties undertake to comply with all applicable laws on the protection of personal data in relation to these matters.

**30. ENTIRE AGREEMENT**

**30.1** This Contract shall constitute the entire agreement between the Purchaser and the Supplier. All previous proposals and communications related to the purpose of this agreement, oral or written, including, but not limited to, the Supplier's terms and conditions of sale or the like, are hereby superseded.