

**Becton, Dickinson and Company's  
Terms and Conditions  
for Purchases of Goods and Services in the United States**

**ACCEPTANCE:** These terms and conditions for purchases of goods and services in the United States govern the purchase order and its attachments, all of which are incorporated by reference ("Order"). This Order by Becton, Dickinson and Company or one of its affiliates identified in the Order ("Purchaser") is an offer which shall become a binding contract, subject to the express terms and conditions hereof, when accepted by acknowledgment and/or commencement of performance. If there is a conflict between this document and another, the following order of precedence shall apply (unless otherwise expressly agreed to by both parties in writing): (1) a Master Purchasing Agreement and/or Quality Agreement between the parties relating to the subject matter of this Order; (2) any additional terms added to the face of the Order and initialed by both parties; (3) the terms herein. Any references to any other terms and conditions, including but not limited to attachment of Seller's terms and conditions, over stamping on the acknowledgment, or any terms on an invoice to this Order, shall not alter the terms and conditions of this Order, nor shall they constitute a counteroffer or rejection of the Order, even if expressly and conspicuously stated. This Order is the total understanding between the parties as related to the subject matter herein. No change, modification or revision to this Order shall be valid unless in writing and signed by an authorized representative of Purchaser's Purchasing Department.

**DELIVERY/PERFORMANCE:** Time is of the essence for Seller's obligations. No deviation from delivery or performance schedules in this Order shall be allowed without the written authorization of Purchaser. Overshipments, regardless of cause, are not accepted, and may be returned or retained, at Seller's expense. Undershipments that result in excess handling fees shall be reimbursed by Seller. Early delivery or performance shall not result in earlier payment or loss of any early payment discount rates. Seller shall notify Purchaser immediately if Seller expects delivery of goods or performance of services will not occur on time, or not conform to any other requirement of the Order. If Seller's deliveries will fail to meet the schedule in the Order, Purchaser may require Seller to expedite shipments and Seller will pay for the difference between the cost of any premium/expedited transportation rates being used and the shipping method specified in this Order. If Seller's performance of services fails to meet the schedule in the Order, Purchaser may require Seller to expedite performance and Seller will pay for the difference between the cost of expedited performance and the original performance in this Order. Any request for expedited shipping or performance shall not act as a waiver of any other remedies available to Purchaser pursuant to this Order or at law.

**PACKING AND SHIPMENT:** All goods will be properly classified, described, packaged, marked and labeled by Seller for shipment and in proper condition for transportation in accordance with the Order, specifications and applicable laws or regulations. All goods shall be delivered packed in suitable containers for shipping protection and storage. An itemized packing slip must

accompany each delivery. At a minimum, Purchaser's Order number and part number shall be conspicuously marked on each packing slip and on each container. Some specifications may require additional information which shall be included. Deliveries must be routed according to Purchaser's instructions. When the freight terms are collect, Purchaser will select the carrier. Purchaser's count will be accepted as conclusive on shipments without a packing slip.

**CHANGES:** Any changes made to an Order must be in writing and signed by an authorized representative of Purchaser ("Change Notice"). Seller shall immediately notify Purchaser if the Change Notice will impact Seller's cost, time of delivery or time of performance. If so, the parties will equitably adjust costs and schedules, in writing.

Ninety (90) days notice and Purchaser's written approval is required prior to any changes in the design, specifications, performance, manufacturing or materials for goods or services supplied by Seller ("Product Changes"). Such Product Changes include, but are not limited to relocation of manufacturing site; change in ownership of Seller; new, additional, modified tooling or other equipment; modified manufacturing processes; material changes; or other design and/or specification modifications. End of Life (EOL) notification shall be submitted at a minimum of 180 days prior written notice. If Seller desires or is required pursuant to applicable laws to make any such Product Changes, Seller shall submit the Product Change request prior to implementation online through the BD Supplier Change Request Portal at: <https://bdscr.aravo.com/aems/supplierservice.do>

**PRICES:** Seller represents that the price or prices specified in this Order do not exceed Seller's current selling prices for the same or substantially similar items whether to the government or to any other Purchaser, taking into account the quantity under consideration.

**EXTRAS:** No charges of any kind, including charges for boxing or cartage will be allowed unless specifically agreed to by Purchaser in writing. Federal or local taxes of any nature billed to Purchaser shall be stated as a separate line item on Seller's invoices. Seller shall not bill taxes subject to Purchaser's tax exemption certificates.

**SETOFF:** All claims for moneys due, or to become due, from Purchaser shall be subject to deduction by Purchaser for any setoff or counter claim, past, present or future, arising out of this, any other of Purchaser's Orders with Seller or any amount payable by Purchaser to Seller.

**INVOICES:** Seller's invoices and original bills of lading or express receipts shall be mailed no later than the day after each shipment is made and must be dated as of the date of mailing. Individual invoices shall be issued against each Order and need to reference a valid Seller purchase order number. Purchaser reserves the right to take advantage of cash discounts in cases where delayed receipt of invoices caused by Seller's failure to comply with invoicing instructions causes delay in orderly processing.

**PAYMENT:** Unless otherwise specified by Purchaser, payment terms shall be net 90 days after the later of: (i) Purchaser's receipt of the applicable invoice issued in accordance with the

applicable Order; (ii) Purchaser's receipt of the goods; or (iii) complete performance of the services. Final payment shall not be made until the goods or services provided meet the requirements specified in this Order. Purchaser may withhold payment of any invoiced amounts that it disputes in good faith and the parties shall work in good faith to resolve any such billing disputes.

**NOTICE OF LABOR DISPUTE:** Whenever any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Order, Seller shall immediately give Purchaser notice of such delay, including all relevant information.

**EXCUSABLE DELAYS:** Neither party shall be liable for damages as a result of a delay in delivery due to any causes beyond its control and without its fault or negligence, including without limitations, acts of God, the public enemy, or the government, fires, floods, unusually severe weather, epidemics, quarantine restrictions, strikes or freight embargoes. If the failure to perform is caused by the default of a subcontractor, and if such default arises: (i) out of causes beyond the control of both Seller and such subcontractor; and (ii) without the fault or negligence of either of them, then Seller shall not be liable for the failure to perform, unless goods and services to be furnished by such subcontractor were obtainable from other sources in sufficient time to permit Seller to meet the required schedule. Seller will notify Purchaser in writing of such causes within 10 days after Seller first learns of it. If the condition causing the delay exists for more than 30 days, Purchaser may cancel this Order without any liability.

**RISK OF LOSS:** Seller assumes (i) all risks of loss or damages to all goods until the delivery to Purchaser as provided in this Order, and (ii) all risks of loss or damages to any goods or parts rejected by Purchaser or as to which Purchaser has revoked its acceptance from the time of such rejection or revocation.

**INSPECTION:** Seller shall inspect (i) all performed services; and (ii) goods prior to shipment; to ensure conformance with all requirements of this Order. Seller shall be responsible for inspecting, testing and maintaining all materials, supplies, tools, manufacturing equipment and processes involved in the manufacturing process (collectively, "Manufacturing Items"), and such an inspection system must be satisfactory to Purchaser. Purchaser may, at any time, with reasonable notice, perform an inspection or audit of the goods, Manufacturing Items, services performed or deliverables, at Seller's manufacturing facility, shipping facility or place of performance. All goods, services and deliverables will be subject to (i) final inspection and acceptance by Purchaser at destination; and (ii) inspection or rejection by any federal, state or municipal government or agency that Purchaser may require or desire. Any Purchaser inspection or audit will not relieve Seller of its responsibility to inspect and audit. Purchaser may accept or reject in whole or in part (i) any delivery containing defective or nonconforming goods or service deliverables; or (ii) performance of any nonconforming services.

**REJECTED GOODS OR SERVICES:** Purchaser may, at Purchaser's option, either return defective/nonconforming goods to Seller for: (i) replacement or correction; or (ii) full reimbursement. In either event, Purchaser shall be entitled to reimbursement for Purchaser's

incurred expenses relating to the rejected goods including, but not limited to transportation, handling, and packaging. Rejected services, at Purchaser's option, shall be: (i) re-performed at Seller's expense, or (ii) fully reimbursed by Seller. In either event, Purchaser shall be entitled to reimbursement for all of Purchaser's incurred expenses relating to the rejected services. If Seller fails to promptly replace or correct rejected goods or services to Purchaser's satisfaction, or re-perform services to Purchaser's satisfaction, within a commercially reasonable time, Purchaser may purchase or otherwise replace or correct such goods or services, and Seller shall be liable to Purchaser for any excess costs incurred thereby. Seller will reimburse Purchaser for all losses and expenses (including good corrections, service re-performance and Recalls (as defined below)) and indemnify and hold Purchaser harmless from any third party claims arising out of the defect/nonconformity in the goods or services. Any inspection or acceptance of goods or services under this Order by Purchaser shall not operate as a waiver of any rights or obligations under this Order or release Seller from its warranties, obligations or liabilities under this Order. Payment by Purchaser for any goods or services provided under this Order shall not be deemed an acceptance of such goods or services.

**RECALL:** In the event that any good (or any finished good incorporating a good that is the subject of this Order) is recalled, withdrawn or field corrected, Seller shall fully cooperate with Purchaser in connection with such recall, withdrawal or field correction (collectively, "Recall"). In the event that a Recall of the goods is necessitated by a defect, a failure to conform to the specifications, a violation of applicable laws, a breach of Seller's warranties or any other term or condition set forth in this Order or any other reason within the Seller's control, Seller shall bear all costs and expenses of such Recall, including without limitation, costs of notifying customers, customer refunds for the goods and/or the finished goods that contains Seller's defective goods, costs of returning goods, lost profits, and other expenses incurred to meet obligations to third parties incurred in connection with such Recall. Seller shall abide by all decisions of Purchaser to initiate a Recall of goods (or any finished good incorporating a good that is the subject of this Order). Seller shall not voluntarily initiate any Recall of the goods without Purchaser's prior written consent.

**CONFIDENTIAL INFORMATION:** Seller shall not disclose to anyone the existence of this Order, its contents, that there exists a contractual relationship between the parties, or the fact that Confidential Information (as defined below) has been made available to Seller. Seller agrees that certain information, including but not limited to devices, drawings, data, designs, gauges, Property (as defined below), reports, trade secrets and other customer, business, financial, or technical information, supplied by Purchaser and relating to this Order is the proprietary property of Purchaser ("Confidential Information"). Such Confidential Information shall be held in confidence by Seller and protected against disclosure to third parties. In addition, Seller agrees not to use, directly or indirectly, any such Confidential Information for any other purpose than performing the obligations of this Order. The Confidential Information may not be reproduced, used or disclosed to others without Purchaser's prior written consent, and then only if such a party has a need to know to complete the Order and is bound by nondisclosure obligations substantially similar to those herein. Seller shall not be liable for the disclosure or use of Confidential Information, which is: (i) already in the public domain; (ii) placed in the public

domain by a third party after the date of this Order; or (iii) rightfully in the possession of Seller or disclosed to Seller on a non-confidential basis by a third party that is lawfully in possession of such Confidential Information. Any information Seller has or may disclose to Purchaser in connection with the Order shall be deemed non-confidential and non-proprietary and Seller agrees not to assert any claims against Purchaser by reason of its use, duplication or disclosure. At Purchaser's option, Seller agrees to return or destroy all Confidential Information at the completion of this Order, at the termination of any contract regarding this Order, or upon written request of Purchaser. At Purchaser's request, any Confidential Information destroyed pursuant to the preceding sentence shall be certified in writing by an authorized representative of Seller.

**PURCHASER'S PROPERTY:** Title to and the right of immediate possession of all property furnished by Purchaser to Seller for use hereunder, including but not restricted to tooling, designs, patterns, drawings and materials (collectively, "Property"), shall be and remain the property of Purchaser during all stages of production. Seller shall only use Property in the production of goods under this Order. Property shall not be used in the production, manufacture or design: (i) of any other articles for Seller; (ii) for any other purchaser; or (iii) for manufacture or production of larger quantities than those specified herein; except with the express written consent of Purchaser. Seller shall segregate Property in Seller's plant and, wherever possible, clearly mark the Property so it is easily identified as Purchaser's Property. Upon delivery to Seller, Seller shall be fully responsible for Property until it is returned to Purchaser. While Property is in Seller's possession, Seller shall (i) protect, preserve and maintain Property in accordance with sound industrial practices; (ii) keep an inventory of the Property; and (iii) upon Purchaser's request, furnish copies of the inventories. At the completion or termination of this Order, all Property, together with all excess materials, shall be returned to Purchaser, or disposed of, at Purchaser's direction. In the event Property is damaged, made unfit for its intended use (except for reasonable wear and tear) or used for an unauthorized purpose, Seller shall be liable to Purchaser for the cost of replacement.

**INTELLECTUAL PROPERTY:** Seller agrees to assign and hereby does assign to Purchaser all right, title and interest including all patent, trademark, copyright, trade secret and other proprietary and intellectual property rights (collectively, "Intellectual Property Rights") in and to all works of authorship, designs, models, drawings, photographs, design inventions, processes, and other inventions (collectively, "Works") made or conceived by Seller in the course of performing the services rendered herein or created pursuant to this Order. Seller agrees to promptly disclose to Purchaser all Works made or conceived by Seller in the course of the performance of this Order and all such Works shall be deemed to be "works made for hire" exclusively for Purchaser. Purchaser shall have sole ownership of such Works and the sole right to obtain and to hold in its own name any Intellectual Property Rights to such Works. Seller agrees to sign, execute, and acknowledge or cause to be signed, executed and acknowledged, without cost, any and all documents and to perform such acts as may be necessary, useful or convenient for the purpose of securing to Purchaser or its nominees Intellectual Property Rights throughout the world upon all such Works, title to which Purchaser shall have acquired in accordance with the provisions of this Order.

**WARRANTIES:** Seller warrants that all goods and services delivered under this Order will (i) be free from defects in material, design and workmanship (including damage due to unsatisfactory packaging by Seller); (ii) be strictly in accordance with Purchaser's specifications, performance specifications, drawings, and approved samples; (iii) be suitable for their intended purposes; (iv) consist of only new materials; and (v) not be adulterated or misbranded within the meaning of any state food and drug laws or the United States Food, Drug and Cosmetic Act. Purchaser's approval of designs furnished by Seller shall not relieve Seller of its obligations under this warranty. Seller further warrants that all services performed hereunder will be carried out in a diligent, workmanlike and professional manner in accordance with industry standards by fully qualified personnel. Seller represents and warrants that it complies, and will at all times comply, with all applicable relevant laws and regulations, both domestic and international, including, but not limited to those pertaining specifically to the goods and services ordered hereunder. The warranties of Seller shall not be deemed to be exclusive, and together with any service warranties and guarantees, if any, shall survive acceptance and payment, and shall run to Purchaser, its successors, assigns, customers and the users of the goods or services. Seller will promptly reimburse Purchaser for any loss incurred by Purchaser due to any defects in such goods or services and will hold Purchaser harmless from any third party claims due to defects in such goods or services.

**INFRINGEMENT:** Seller shall defend, indemnify and hold Purchaser and their respective employees, contractors, directors, officers, principals (partners, shareholders or holders of an ownership interest, as the case may be), service providers and agents (collectively, "Purchaser Indemnified Parties") harmless from and against all damages, liabilities, judgments, losses, costs and expenses (including attorneys' fees and court costs) (collectively, "Losses") resulting from any claim, suit, demand or cause of action (each a "Claim") arising from or related to allegations of infringement or violation of any Intellectual Property Right or privacy or proprietary right of any kind whatsoever, arising out of this Order. In addition to the indemnity above, if any allegation of infringement becomes the subject of a Claim, or in either party's opinion is likely to become the subject of such a Claim, then Seller shall, at Purchaser's option, either (i) replace or modify the infringing item to make it non-infringing, while maintaining equivalent functionality and performance; (ii) procure for Purchaser the right to continue using the infringing item; or (iii) refund to Purchaser all amounts paid for or in connection with such infringing item and any affected services. Any costs associated with any of the above alternatives shall be borne by Seller. The foregoing indemnity shall not apply where the alleged infringement results from Seller's compliance with specific written instructions from Purchaser directing use by Seller of a feature not customarily used by Seller. Seller waives any rights to be held harmless by Purchaser against any claims for infringement.

**INDEMNITY:** Seller shall indemnify and hold Purchaser Indemnified Parties harmless from and against all Losses resulting from a Claim arising from or related to: (i) Seller's breach of any term or condition in this Order; (ii) any alleged failure of any good or service to conform to the warranties in this Order; (iii) Seller's negligence, willful misconduct or fraud; (iv) the acts or omissions of Seller in connection with the provision of the services or goods under this Order; (v) Seller's violation of any applicable law in connection with the manufacture, assembly, design,

handling, labeling, packaging, storage or shipment of a good or service; or (vi) a Recall involving the goods or services arising out of or relating to a defect, a failure to conform to the specifications, a violation of applicable laws, a breach of Seller's warranties or any other term or condition of this Order or any other reason within the Seller's control. In furtherance of the foregoing indemnity and not in limitation thereof, Seller agrees that:

(a) Purchaser shall be entitled to all incidental damages resulting from a breach by Seller, including, but not limited to all expenses reasonably incurred in inspection, receipt, transportation, and care and custody of goods rightfully rejected, and any commercially reasonable charges, expenses, or commissions incurred in effecting cover for rejected goods or services, and any other reasonable expense incident to a delay or breach by Seller.

(b) Purchaser shall also be entitled to consequential damages resulting from a breach by Seller for any Loss resulting from general or particular requirements and needs of Purchaser of which Seller is aware at the time of executing this Order, and which reasonably cannot be prevented by cover or otherwise, and damages sustained by Purchaser from any injury to person or property proximately resulting from any breach of warranty by Seller.

**LIMITATION OF LIABILITY:** PURCHASER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES, REGARDLESS OF THE BASIS OF THE CLAIM OR WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR NOT.

**INSURANCE:** Seller (including contractors and all subcontractors, if any) shall maintain the following insurance with an insurance company or companies rated A- by AM Best (or equivalent) and must be authorized to do business under the laws of the state in which the services is to be done or goods furnished:

(a) Commercial General Liability insurance (including Products, Contractual and Completed Operations liability for the obligations assumed hereunder) with a minimum limit of \$3,000,000 per occurrence covering bodily injury and property damage and including an endorsement for vendor's liability;

(b) Workers Compensation Insurance covering Seller's obligations under applicable laws;

(c) Automobile Liability Insurance, including cross-liability coverage. The applicable limits shall be no less than \$2,000,000 per accident;

(d) Professional Liability or Errors and Omissions Insurance. If Seller is providing advisory or consulting services, including, but not limited to, medical, design, engineering, scientific, financial, software, marketing, computer systems, media, investment, benefits, insurance, human resources or legal, Seller shall maintain Professional Liability or Errors and Omissions insurance, covering all the activities of Seller under this Order. The limits shall be no less than \$5,000,000 per occurrence and in the aggregate;

(e) Employer's Liability Insurance, to the extent not prohibited by law or regulation. The limits shall be no less than \$1,000,000 each accident, \$1,000,000 each disease, and \$1,000,000 each employee for disease; and

(f) Technology Errors and Omissions/Cyber and/or Privacy Liability with an aggregate limit of liability not less than \$5,000,000. Such insurance shall cover any and all errors, omissions or

negligent acts in the delivery of goods, services and/or licensed programs under this Order. Such insurance shall include coverage for claims and losses with respect to privacy and network security risks (such as data breaches, unauthorized access, unauthorized use, identity theft, invasion of privacy, damage/loss/theft of data, all whether in written or electronic form, degradation, downtime, etc.). Such insurance shall include Purchaser as an additional insured for claims brought by third parties arising out of the goods and services provided by Seller under this Order. Further, if such insurance includes an insured vs. insured exclusion, such exclusion shall not apply to Purchaser's status as an additional insured.

If the required insurance is written on a claims-made basis, then the policy(ies) shall be maintained for a period of 5 years following the termination or expiration of this Order. Seller shall provide Purchaser with a certificate of insurance evidencing such insurance. The endorsement on each policy shall: (i) name Becton Dickenson and Company and its subsidiaries as additional insured; (ii) provide that such insurance is primary (with respect to any insurance issued to Purchaser or any self-insurance amount) and non-contributory; and (iii) waive subrogation against Purchaser for any claim arising out of this Order. Such waiver of subrogation may be achieved by a "Waiver of Rights of Recovery" endorsement (National Council on Compensation Insurance ("NCCI") form WC 00 03 13). Certificates of insurance shall be filed with Purchaser and shall provide for 30 days prior written notice of cancellation or a material change in insurance coverage. The liability insurance limits shall in no way be construed as a limit on Purchaser's right to recover damages of any kind.

**TERMINATION:** In addition to its other rights hereunder, Purchaser reserves the right to cancel this Order, in whole or in part for: (i) Seller's breach of any of the provisions of this Order; (ii) Seller's bankruptcy or insolvency; or (iii) the sole convenience of Purchaser. Upon notice of termination to Seller, Seller and its subcontractors will stop work immediately and protect all of Purchaser's property or property in which Purchaser has acquired an interest. In the event of a termination for default, any exercise of Purchaser's rights contained herein shall not constitute a limit or waiver of any rights or claims Purchaser might otherwise have at law, including but not limited to damages, loss of anticipated profits and recovery of reasonable attorney's fees. If the termination is for Purchaser's convenience, Purchaser shall reimburse Seller for all work completed up to the time of termination. For clarification, Purchaser shall be able to terminate for bankruptcy in the event of (i) any suspension of payment or the institution of any proceedings by or against Seller, voluntary or involuntary, in bankruptcy or insolvency, or under any provisions of any insolvency or reorganization statute; (ii) the appointment of a receiver or trustee or an assignee for the benefit of creditors; or (iii) a determination that Seller has become unable to pay debts as they become due. If so terminated, Purchaser may cancel this Order with no further liability.

**COMPLIANCE WITH LAWS:**

Seller represents and warrants that, unless exempt, it shall comply with all applicable federal, state and local laws and executive orders and regulations, including but not limited to:

(a) **Executive Order 11246, 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a).** 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, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices.** If applicable, the contractor and subcontractor shall also abide by the requirements 41 CFR § 61-300.10 regarding veterans' employment reports and 29 CFR Part 471, Appendix A to Subpart A regarding posting a notice of employee rights;

(b) DOT and IATA Restricted Article Regulations;

(c) Without limitation, any international regulations that may pertain to the goods or services, such as Regulation No 1907/2006 of the European Parliament and the Council on the Registration, Evaluation, Authorisation and Restriction of Chemicals ("REACH"); the Restriction of the Use of Certain Hazardous Substances ("RoHS") in Electrical and Electronic Equipment ("EEE") Directive (2011/65/EU); all conflict mineral regulations (including, without limitation, EU Reg. 2017/821 and the US Dodd Frank Act Conflict Minerals Rule); and provide information to the Purchaser to support Purchaser's compliance to such regulations; and

(d) Seller shall inform Purchaser, on request, of the presence and percentage (%) of any substance on Purchaser Materials of Concern List ("Purchaser MOC") contained in the goods.

(e) Seller has read and agrees to comply with the Purchaser Expectations for Suppliers publication as posted on the internet at <https://www.bd.com/en-us/company/trading-partners/bd-suppliers/sustainable-procurement-and-expectations-for-suppliers>. In addition to the foregoing, Purchaser encourages Seller to maintain a legal/ethics hotline and consider obtaining third party certifications of its ethics program.

**ADDITIONAL CONDITIONS APPLICABLE IF THIS ORDER IS PLACED UNDER A GOVERNMENT**

**CONTRACT:** Each of the below listed clauses, as set forth in the Federal Acquisition Regulation (48 CFR) in effect on the date of this Order, is incorporated herein by reference. If such clauses (or any other version of the clause) are contained in a Purchaser prime contract or subcontract, the clauses apply to Seller as though Seller was prime contractor, and in such manner as will enable Purchaser to meet its obligations arising out of the applicable government contract.

(a) Inspection and Audit. Seller's books and records and its plant, or such parts thereof as may be engaged in the performance of this Order, shall at all reasonable times be subject to inspection and audit by any authorized representative of the government department or agency having cognizance over the prime contract under which this Order is issued. Seller shall provide all reasonable facilities and assistance for the safety and convenience of government representatives performing such functions.

(b) Gratuities 52.203-3

(c) Covenant Against Contingent Fees 52.203-5

(d) Anti-Kickback Procedures 52.203-7

(e) Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions 52.203-11

(f) Limitations on Payments to Influence Certain Federal Transactions 52.203-12

(g) Security Requirements 52.204-2

(h) Material Requirements 52.211-5

(i) Defense Priority and Allocation Requirements 52.211-15

- (j) Audit and Records – Negotiation 52.215-2
- (k) Price Reduction for Defective Certified Cost or Pricing Data Modifications 52.215-11
- (l) Subcontractor Certified Cost or Pricing Data 52.215-12
- (m) Utilization of Small Business Concerns 52.219-8
- (n) Notice to the Government of Labor Disputes 52.222-1
- (o) Contract Work Hours and Safety Standards - Overtime Compensation 52.222-4
- (p) Prohibition of Segregated Facilities 52.222-21
- (q) Affirmative Action Compliance 52.222-25
- (r) Equal Opportunity for Veterans 52.222-35
- (s) Equal Opportunity for Workers with Disabilities 52.222-36
- (t) Drug Free Workplace 52.223-6
- (u) Buy American Supplies 52.225-1
- (v) Notice and Assistance Regarding Patent and Copyright Infringement 52.227-2
- (w) Filing of Patent Applications - Classified Subject Matter 52.227-10
- (x) Rights in Data - General 52.227-14
- (y) Disputes 52.233-1
- (z) Stop Work Order 52.242-15
- (aa) Inspection of Supplies – Fixed-Price 52.246-2
- (ab) Termination for Convenience of the Government (Fixed-Price) 52.249-2
- (ac) Default (Fixed-Price Supply and Service) 52.249-8

**RECORDS:** Seller agrees to maintain all records, books and any other documents evidencing goods supplied and services rendered pursuant to this Order for 4 years from this Order's expiration date. Prior to the destruction of any such documents, Seller shall provide 30 days prior written notice to Purchaser for instructions on destruction or return of such documents to Purchaser.

**ASSIGNMENTS AND SUBCONTRACTING:** No rights or obligations under this Order, including payment or assignment of moneys due, may be subcontracted, assigned or transferred, in whole or in part, without: (i) prior written approval by Purchaser; and (ii) the assignee's or subcontractor's agreement to be bound by this Order.

**INVALIDITY, WAIVERS, REMEDIES:** The invalidity in whole or in part of any condition of this Order shall not impact the validity of other conditions. The remedies herein shall be cumulative and additional to any other remedies in law or in equity. No waiver of any provision of this Order shall constitute a continuing waiver of such provision or a waiver of such provision in other instances.

**CONSTRUCTION:** Unless otherwise required by law, this Order shall be construed in accordance with the laws of the state of New Jersey without application of its conflict of laws provisions. The exclusive venue for any dispute shall be the federal or state courts of New Jersey. The parties agree that the United Nations Convention for the International Sale of Goods shall not apply.

**ENTIRE AGREEMENT:** This Order represents the entire agreement and understanding between the parties with respect to the subject matter herein. Any terms and conditions in addition to or in conflict with the terms and conditions of this Order, such as the order acknowledgment or other documentation of Seller, including any on-line or click-through agreements are null and void.