

Standard Terms and Conditions of Sale

1. GENERAL

"Buyer" means the legal entity identified on the purchase order (the "Order") to which these terms and conditions (these "terms and conditions") are attached. These terms and conditions are hereby deemed to be incorporated into each Order that Buyer may place with the legal entity to which Buyer issues an Order ("Seller") and shall apply to the exclusion of any other terms that the Seller seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. The word "items" as used herein will mean products, materials, equipment, services and/or data, all as set forth more specifically in the Order. Even if Seller sends Buyer another form of agreement, or modifications to this agreement, and Buyer does not respond, these terms and conditions will be the terms of Buyer's agreement. Any modifications must be in writing and signed by Buyer.

2. TERMS AND CONDITIONS OF PURCHASE

Any items that Buyer purchases from Seller by electronic, phone, paper or any other form of transmission are sold subject to the following: (i) if Buyer already has a fully-executed supply agreement or other applicable agreement ("Supply Agreement") currently in effect with Seller, then any term in the Supply Agreement that conflicts with these terms and conditions will be applied to Buyer's purchase to the extent of the inconsistency; the remainder of these terms and conditions will otherwise apply; (ii) if Buyer does not have a fully signed Supply Agreement with Seller, then these terms and conditions, along with the Order, are the complete contract between Buyer and Seller.

3. ACKNOWLEDGMENT OF ORDER

Seller will respond to each Order within three (3) business days of receipt with either an acceptance or a modification of terms. Notwithstanding the foregoing, an Order will be deemed accepted ("Accepted Order") upon the earlier of: (i) Buyer's receipt of Seller's written acceptance; (ii) shipment of any items; (iii) three (3) business days following Seller's receipt of an Order; or (iv) the initiation of performance of the delivery or work called for by an Order.

4. ACCEPTANCE OF ORDER

By acceptance of an Order, Seller agrees to be bound by and comply with these terms and conditions. The issuance of any document by Seller does not constitute an acceptance by Buyer of the terms and conditions of any offer to sell, any quotation, or any proposal received from Seller. Only Buyer's signed consent will bind it to any terms so issued in any form by Seller. Reference in an Order to any such offer to sell, quotation or proposal will in no way constitute a modification of these terms and conditions. ANY ATTEMPTED ACKNOWLEDGMENT OF AN ORDER OR OTHER DOCUMENTS CONTAINING TERMS AND CONDITIONS INCONSISTENT WITH OR IN ADDITION TO THESE TERMS AND CONDITIONS IS NOT BINDING UPON BUYER UNLESS SPECIFICALLY ACCEPTED BY BUYER IN WRITING. BUYER HEREBY OBJECTS TO ANY SUCH ADDITIONAL OR INCONSISTENT TERMS AND CONDITIONS. Any modification of these terms and conditions must be in writing and signed by an authorised representative of Buyer.

5. TERMINATION

- a. Buyer may cancel an Order at any time prior to the Order being accepted by Seller under clause 4, by written notice to Seller.
- b. Buyer may, by written notice to Seller, terminate the whole or any part of an Order if Seller fails to perform any part of an Order within the time specified herein or any extension thereof. In the event that Buyer terminates an Order in whole or in part because of Seller's failure to so perform, Buyer may procure, upon such terms and in such manner as Buyer may deem appropriate, items similar to those so terminated, and Seller will be liable to Buyer for any excess costs of such similar items,

provided that Seller will continue the performance of an Order to the extent not terminated under the provisions of this clause 5

c. Buyer may terminate all or any part of an Order for its convenience by written notice to Seller. Upon such termination for convenience, Buyer and Seller will negotiate reasonable termination charges, which will be identified and, if requested by Buyer, substantiated by Seller within thirty (30) days of termination. Seller agrees that any termination charges will be limited to the irrecoverable cost of materials and labor incurred on ordered items prior to knowledge of such termination. Seller further agrees to take all steps reasonably possible to mitigate such charges and to accept Buyer's determination of the amount and reasonableness of the termination charges payable under this clause.

d. After receipt of notice of termination, as may be directed by Buyer, Seller will transfer title and deliver to Buyer all satisfactorily completed work and, if requested by Buyer, all work in process/progress. The Seller will also immediately cease all work in progress.

e. Upon a material breach of these terms and conditions or the Supply Agreement, the non-breaching party may choose to terminate the Order or the Supply Agreement subject to this clause 5d, without compensation as a result of such termination. In the event a party chooses to terminate, and subject to clause 5e, the breach in question is capable of being cured then the other party will have thirty (30) days within which to cure such breach prior to termination. If the party cures the material breach within that time, then the non-breaching party may not exercise its right to terminate the Order or the Supply Agreement (as applicable).

f. In the event that Buyer determines, in its sole judgment, that Seller has failed to comply in any respect with clauses 7, 10, 11 or 13 of these terms and conditions, then Buyer will be deemed to have committed a breach that is incapable of being cured and the Seller will have the right immediately to terminate the Order and/or the Supply Agreement without any compensation to Seller as a result of such termination.

g. If Seller ceases to conduct its operations in the normal course of business, if Seller is unable to meet its debts as they fall due; or if any proceeding under the bankruptcy or insolvency laws is brought by or against Seller; or a receiver and/or manager, controller, administrator, statutory manager, provisional liquidator or liquidator is appointed in respect of the Seller or any of its assets, or is appointed or applied for; or an application, petition or order is made or resolution passed for winding up the Seller; or notice is given of a meeting of the Seller's creditors for the purposes of a deed or scheme of arrangement; or an assignment for the benefit of creditors is made by Seller or the Seller commences negotiations with all or a class of its creditors with a view to rescheduling any of its debts, Buyer may terminate an Order, these terms and conditions and the applicable Supply Agreement without liability except for deliveries previously made or for items covered by an Order then completed and subsequently delivered in accordance with the terms of the Order.

h. The rights and remedies of Buyer provided in this clause 5 will not be exclusive and are in addition to any other rights and remedies provided by law or under these terms and conditions.

6. INSPECTION AND REJECTION

a. Items will not be deemed to have been accepted until actual acceptance by Buyer in writing. Buyer will have the right to reject or return any item that fails to meet the Specifications, as defined herein, or requirements set forth on the face of or attached to the Order or the applicable Supply Agreement.

b. Buyer will have the right, but not the obligation, to inspect and test all items, supplies, equipment materials, process, and workmanship at all times and places, and in any event prior to acceptance.

c. If any inspection or test is made by Buyer on the premises of Seller or its supplier, Seller without additional charge will provide reasonable facilities and assistance for the safety and convenience of Buyer's inspectors.

d. Seller will provide and maintain an inspection and testing system acceptable to Buyer covering the items hereunder. Records of all quality procedures and test data, and samples of each lot of shipped

items by Seller will be kept complete and available to Buyer during performance of Seller's obligations and for two (2) years after completion of such Order.

e. Whether or not Buyer inspects or tests items, Seller will not be relieved from any responsibility regarding defects or other failures to meet Order requirements which may be subsequently discovered, including latent defects.

f. Seller will permit Buyer or its representatives to have reasonable access to locations where the work is performed in order to assess (i) work quality; (ii) conformance with Buyer's Specifications or requirements; and (iii) compliance with Seller's representations, warranties and covenants under this Contract.

g. The rights and remedies of Buyer provided in this clause 6 will not be exclusive and are in addition to any other rights and remedies provided by law or under these terms and conditions.

7. WARRANTIES

a. Seller warrants that all item(s), unless otherwise specified, furnished hereunder will be free of any claim or encumbrance of any nature by any third person (including without limitation third party intellectual property claims) and that Seller will convey good marketable title thereto.

b. Seller warrants that all items(s) furnished hereunder, unless otherwise specified, will be (i) new, of merchantable quality, of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the Seller or made known to the Seller by the Buyer expressly or by implication, and in this respect the Buyer relies on the Seller's skill and judgement, in correspondence with their description, free from defects in design, materials, labelling, operating instructions, and workmanship and shall remain so for the time frames set out in paragraph (e) immediately below, including in the case of software (or items containing software) free from malware, viruses, worms and other destructive codes; (ii) fit for any usual or customary purpose and fit for any particular purpose specified in an Order by Buyer; (iii) provided in strict accordance with the specifications, samples, drawings, designs or other requirements (the "Specifications"), if any, provided by Buyer; (iv) safe, and are properly and safely packed and labelled so that they can be delivered to Buyer's stores, distribution centres or warehouses in good and merchantable condition; and (v) comply with all relevant and applicable laws.

c. Seller warrants that all services provided hereunder will be performed in a competent manner and will be fit for any usual or customary purpose and fit for any particular purpose set forth in the Order.

d. Seller warrants that the items will comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the items.

e. Any item covered by an Order which, under normal operating conditions, proves defective in material or workmanship, or fails to perform in accordance with the Specifications, or otherwise is not in conformity with the requirements of the Order, applicable Supply Agreement or these terms and conditions, within 12 months from the date of Buyer's acceptance or 18 months after shipment, whichever is earlier, will be at Buyer's option and at Seller's expense: (i) rejected and returned to Seller with the purchase price promptly refunded to Buyer; (ii) removed by Seller and replaced with conforming items; or (iii) repaired by Seller without delay. In addition, Seller will reimburse Buyer for damages for the testing, storage, disposal, material replacement, reformulating, processing, labor and freight incurred by Buyer, its customers or other parties due to such defective item. This warranty period is extended for the period the item is defective or fails to perform in accordance with the Specifications. Any repairs or replacements made pursuant to this warranty will be subject to an extended warranty of one (1) year from the date thereof. This remedy is in addition to any other right or remedy to which Buyer may be entitled by law or in these terms and conditions.

f. In the event Seller fails to make the necessary removal, replacement or repair within a reasonable time after notice, Buyer may, at Seller's expense, make or cause such repairs or replacement to be made.

g. Buyer's inspection and acceptance of the items will not diminish or limit Seller's obligations under this clause.

8. CHANGES

Buyer may, at any time prior to shipment, request changes with the general scope of an Order in any one or more of the following: (i) method of shipment or packing; (ii) time and/or place of delivery; and (iii) the quantity of items ordered. If such change is made within ten (10) days of scheduled shipment of an accepted Order and causes a material increase or decrease in Seller's costs required to perform Buyer's requested change, an agreed upon equitable adjustment will be made and the accepted Order will be modified accordingly. Seller will not implement such change request until such time as resolution of any adjustment occurs. In the event a party wishes to modify the applicable specifications or otherwise alter the scope of the services provided hereunder (a "Change"), such party will submit a written proposal to the other party describing such desired Change, including the scope and impact of the Change on the existing project. The other party will reject or accept the proposal in writing within a reasonable period of time, but in no event more than ten (10) days after receipt of the proposal. In the event the proposal is rejected, the writing will include the reason for the rejection. In the event the proposal is accepted, the parties will determine and finalize the additions or modifications to be made to the agreement or to the applicable Specifications thereto (including the fees and delivery timeline). Any such addition or modification will be set forth in a written Change order signed by both Parties (a "Change Order"), which Change Order will become part of the agreement between the parties. Neither party will be obligated to accept a proposal submitted by the other party pursuant to this section; provided both parties will use commercially reasonable efforts to consider and accommodate all reasonable Change requests. Neither party will have any obligation to provide any service or otherwise act pursuant to any proposal submitted by the other party pursuant to this section, except to the extent such proposal is set forth in a fully-executed Change Order.

9. ASSIGNMENT

Seller will not assign or sub-contract any of its rights obligations under, except with Buyer's prior written consent. Any such assignment or delegation of obligations, including subcontracting, will be void. Seller will not subcontract any obligation under this Order without consent of Buyer and in no event will Seller enter into any contract, understanding or arrangement for the purpose of evading its obligations under this Order. Buyer in its sole discretion may assign its rights hereunder to its affiliates or to third-party purchasers.

10. COMPLIANCE WITH LAWS

- a. Seller agrees that it will perform all activities required under this Order and deliver the items required hereunder in compliance with all applicable laws, rules and regulations. In addition, Seller agrees that it will take appropriate actions to protect local environmental quality.
- b. Without limiting the generality of clause 10(a) above, Seller agrees, Seller will comply with all laws regarding improper or illegal payments, gifts or gratuities including without limitation the Bribery Act 2010. Seller agrees not to pay, promise to pay or authorise the payment of any money or anything of value, directly or indirectly, to any person or entity for the purpose of illegally or improperly inducing a decision or obtaining or retaining business or any advantage in connection with this Order.
- c. Without limiting the generality of clause 10(a) above, Seller agrees that it has not engaged in any sharing or exchange of prices, costs or other competitive information or undertaken any other collusive conduct with any third party supplier or bidder in connection with the preparation or submission of any bid or proposal to Buyer or the negotiation of this Order.

11. CONFIDENTIALITY OF INFORMATION

Seller will not disclose any information relating to an Order or any of Buyer's information received in any manner under or in relation to an Order to any person not authorised by Buyer in writing to receive it. Seller will use the information supplied by Buyer only to accomplish work covered by the Order and for no other purpose. Upon completion or termination of the Order, all information will be returned to Buyer. Seller will not make any announcement, take or release any photographs (except for its internal operation purposes for manufacture and assembly of the goods or the performance of services), or release any information concerning this Order or any part thereof, to any member of the public, press, business entity, or any official body except as required by applicable law, rule, injunction or administrative order, unless prior written consent is obtained from Buyer.

12. RIGHTS, REMEDIES AND CONSTRUCTION

a. The Supply Agreement (if any), the Order, these terms and conditions, and all plans, Specifications, and other documents referred to herein or therein constitute the entire agreement between the parties relating to the matters referred to herein or therein. The Order and these terms and conditions may not be released, discharged, abandoned, changed, renewed, extended or modified in any manner, orally or otherwise, except by an instrument in writing signed by a duly authorised representative of Buyer. Neither course of performance, nor course of dealing, nor usage of trade will be used to modify, qualify, explain or supplement any of the terms of these terms and conditions.

b. All remedies available to Buyer under the Supply Agreement, the Order or these terms and conditions are cumulative and may be exercised concurrently or separately; the exercise of any one remedy will not be deemed an election of such remedy to the exclusion of other remedies.

c. Any failure by Buyer any time, or from time to time, to require the performance by Seller of any other items and conditions of the Order or these terms and conditions will not constitute a waiver by Buyer of the particular terms and conditions and will not affect or impair said terms or conditions in any way.

d. Each of the provisions of these terms and conditions will apply to the full extent permitted by law, and the invalidity in whole or in part of any provisions will not affect the remainder of such provision or any other provision.

e. Consequential Damages. Buyer may rent, lease or sell items to others. Seller's failure to manufacture items in accordance with the Specifications or to deliver items in accordance with delivery instructions may cause Buyer to lose profits, revenue and/or goodwill and may expose Buyer to claims from its customers and others ("Consequential Damages"). If the items are not manufactured in accordance with the Specifications or delivered in accordance with the delivery instructions, Buyer will be entitled to recover Consequential Damages and any other loss that it suffers from Seller and to enforce any other remedy Buyer may have under these terms and conditions or applicable law. Buyer, on the other hand, will not be liable to Seller for consequential or special damages arising out of this Agreement or its performance pursuant hereto.

13. INTELLECTUAL PROPERTY

a. The Specifications, all intellectual property rights in the "HOOVER FERGUSON" name and logo and in any drawings, designs, reprints, patterns, technical information, data, translations, samples, tools or equipment and in all specifications or data relating thereto furnished to Seller or prepared or made by Seller, Seller's employees, agents or sub-contractors for the purpose of fulfilling the Order will vest in and remain Buyer's property and any property which is the subject of such intellectual property rights will be returned to Buyer immediately on request.

b. Unless otherwise agreed to in an applicable Supply Agreement, all drawings, models, specifications, and other documents prepared by Seller in connection with the items or services required by an Order will become Buyer's property (Seller hereby assigns any and all rights thereto) and will be delivered to Buyer upon completion of the service or delivery of the items required by the Order, or

upon termination, abandonment, or postponement of the Order. Buyer will thereafter have full right to use such documents for any purpose without any claim on Seller's part for additional compensation for such use. Seller will not place any restrictive legend or proprietary notice on such documents inconsistent with the proprietary rights of Buyer, and Seller hereby authorises Buyer to obliterate or disregard any such legend or notice appearing on such documents.

c. Seller warrants that the sale or use of the item(s) covered by an Order will not infringe or contribute to the infringement of any patents, trademarks, copyrights or other intellectual property rights, whether in the United Kingdom or in other countries. Seller agrees to defend and indemnify, and keep indemnified, Buyer against every suit for any such alleged infringement which may be brought against Buyer and/or its employees, agents, customers or other privities, and to pay all expenses and fees (including legal fees) which will be incurred in defending, and all costs, damages, profits or other recoveries in every such suit. If any item or part thereof is held to constitute an infringement, Seller will, at its expense, obtain for Buyer a license to use the item, or replace or modify the item in a manner satisfactory to Buyer so as to avoid the infringement without any degradation in performance.

14. QUALITY

All items must be of good quality, manufactured and assembled strictly in accordance with the Specifications and requirements on the face of, attached to, or expressly incorporated herein or by reference in the Order.

15. CUSTOMS AND TRADE

a. Seller as Importer of Record: Unless otherwise provided on the front of this Order or in a writing signed by Buyer, Seller agrees that Buyer will not be a party to the importation of the items, that the transaction(s) represented by this Order will be consummated subsequent to importation, and that Seller will neither cause nor permit Buyer's name to be shown as "importer of record" on any customs declaration, unless otherwise specifically agreed to in writing by Buyer. Where Seller is importer of record, the purchase price is inclusive of all duties and other costs of customs clearance.

b. Buyer as Importer of Record: If the front side of this Order or a separate writing signed by Buyer indicates that Buyer is importer of record, Seller will provide all information needed to effect customs entry into each country into which the goods are to be imported, except information within the exclusive possession of Buyer, which will be provided to Seller by Buyer. Where Buyer has provided Seller with information on the tariff classification, rate of duty, or value of the imported articles, such information will appear accurately on the Customs Invoice.

c. Drawback: Seller will provide such documentation and other assistance as Buyer may request to allow Buyer to claim drawback of duties and taxes on purchased products or articles manufactured from purchased products.

d. Origin and Duty Preferences: Seller will accurately indicate the country of origin of the product or products sold hereunder on the customs invoice and other applicable documentation. When requested by Buyer, Seller will execute such documents as may be necessary to allow Buyer to claim duty preference under any and all applicable programs.

e. Antidumping and Countervailing Duties: Seller warrants that all sales hereunder are made in circumstances that will not give rise to the imposition of anti-dumping duties, countervailing duties, or similar levies under the law of any country to which the goods may be exported.

f. Technical Data: Seller warrants that all transfers of goods and data received from Buyer will be conducted in compliance with all laws that apply to any goods or technical data supplied by Buyer in connection with this Order.

16. PACKAGING/TRANSPORTATION/DELIVERY

- a. The items must be properly packed, marked and delivered strictly in accordance with the delivery instructions and other terms on the face of, attached to or expressly incorporated by reference in this Order. Each shipment must be accompanied by a packing list showing Buyer's Order number, the item count and description of the items. Buyer's counts will be final with respect to shipments without packing lists.
- b. Except for delays caused by Buyer and force majeure, TIME IS OF THE ESSENCE WITH RESPECT TO DELIVERY UNDER EACH ORDER DEEMED ACCEPTED AS SET FORTH ABOVE.
- c. No charges for unauthorised transportation will be allowed.
- d. Title to the items passes to Buyer upon the earlier of payment by the Buyer or delivery of the items to the destination point designated by Buyer. Risk in the items passes to Buyer upon delivery of the items to the destination point designated by Buyer. Seller will reimburse Buyer for loss or damage to the items while in Seller's possession or until title passes.
- e. Delivery will occur upon arrival at Buyer's designated delivery facility or location.
- f. In the event Seller for any reason anticipates difficulty in complying with the required delivery date, it will promptly notify Buyer thereof in writing and will use all commercially reasonable efforts to deliver the items under such Order on or as soon as reasonably possible after the required delivery date. Buyer reserves the right to refuse deliveries made in advance of the delivery schedule, and Seller will be responsible for all charges in connection therewith. If Buyer agrees to accept deliveries after the date of delivery has passed, Buyer will have the right to direct Seller to make shipment to the delivery point set forth in the Order by the most expeditious means, and the total cost of such expedited shipment and handling will be borne by Seller. Acceptance of late deliveries will not be deemed a waiver of Buyer's right to hold Seller liable for any resulting loss or damage, nor will it act as a modification of Seller's obligation to make future deliveries in accordance with the delivery schedule.
- g. In the event that Seller fails to meet the delivery date of an Order, Buyer will have the right to procure a replacement item and Seller will be responsible for any direct costs (such as labor, transportation, processing, reformulation, replacement material costs and customer claims) incurred by Buyer due to such delay in delivery. Buyer will use commercially reasonable efforts to mitigate any costs which it incurs as a result of Seller's failure to meet its delivery obligation in accordance with this clause 16(g). In the event Buyer has ordered or procured replacement item as a result of Seller's delay, Buyer will have no obligation to accept Seller's late delivery of the Order. If Seller's failure to deliver under an Order continues for more than fifteen (15) consecutive days beyond the delivery date or more than two (2) incidents per calendar year, Buyer will also have the right to terminate the Order without further obligation to Seller.
- h. The Buyer is not obliged to accept the delivery of or liability for Goods that may be regarded as dangerous or hazardous unless the Seller has notified the Buyer of such a delivery in writing prior to the date of delivery.

17. PRICING

- a. Prices for the item(s) covered under an Order are stated in the currency set forth in the Order and are firm, fixed and are not subject to increase for the duration of the Order period, except as provided in clause 17(d) below. No charge will be made by Seller to Buyer for any containers or other packaging, materials or services furnished by Seller in connection with the items covered by the Order.
- b. Unless prohibited by law, Seller will separately indicate on its invoice(s) any federal, state or local tax, transportation tax, or other tax (including VAT), levy or duty, that is required to be imposed upon the items ordered by reason of their sale or delivery.
- c. Seller warrants that it is selling at the lowest or most favourable prices it offers purchasers for goods, equipment, or services of the same or similar quality to that herein ordered.

d. If at any time during the term of an Order, a third party makes a competitive offer to sell items pursuant to one or more terms (including, without limitation, price, volume, quality and/or payment terms) that are more favourable to Buyer than the terms then in effect under the Order (the "Favourable Terms"), and Buyer provides written notice thereof to Seller, and Seller fails to meet such Favourable Terms for the quantity of items subject to the third party offer within fourteen (14) days of receipt of Buyer's notice, then Buyer may, at its option, purchase items from such third party on the Favourable Terms. In such event, Buyer and Seller will be released from their respective obligations under the Order with respect to any and all quantities of items that can be supplied by said third party on such Favourable Terms. There is no limit on the number of times Buyer may exercise its rights under this clause 17(d).

18. SERVICES AT BUYER'S LOCATION

a. If Seller is to perform services on Buyer's property then Seller will conform strictly to all of Buyer's site rules and regulations. It will be Seller's obligation to obtain a copy of such rules from Buyer prior to the commencement of any work on site.

b. Prior to the performance of any work on Buyer's premises, Seller will obtain and maintain at all times comprehensive general liability, property damage, and employers liability insurance with the following minimum coverages: (1) workers compensation insurance in accordance with the requirements of the applicable laws of the jurisdiction in which the work is to be performed; (2) employers liability insurance required by applicable laws of the jurisdiction in which the work is to be performed subject to a minimum coverage amount of AED50,000,000; (3) a comprehensive general liability policy with a single limit of AED100,000,000 per occurrence and AED100,000,000 in the aggregate for bodily injury and property damages; (4) Automobile insurance for owned or hired vehicles covering bodily injury, including death and/or property damage with a single limit of AED50,000,000 each occurrence and aggregate of AED100,000,000; and (5) umbrella coverage which will exceed the underlying limits of insurance coverages required herein pursuant to a comprehensive excess indemnity policy (commonly referred to as an "Umbrella" policy) with aggregate limits of AED250,000,000. All insurance required to be carried by Seller will be with a company licensed in the jurisdiction in which the work is performed and which is acceptable to Buyer. No such insurance will be deemed to be in effect until such time as satisfactory certificates thereof are delivered to Buyer, containing therein provisions requiring the insurance carrier to notify Buyer at least thirty (30) days prior to any expiration or termination of, or material change to the policy. All certificates will be delivered to Buyer prior to commencing any of the work. In addition, all such policies will name Buyer as an additional insured and will contain a waiver of subrogation against Buyer. Seller will also require from all of its subcontractors insurance with the same coverages and limits specified above for Seller.

19. INDEMNIFICATION

To the fullest extent permitted by applicable law, Seller will defend, indemnify, hold harmless and reimburse Buyer, its officers, directors, employees, agents, customers and assigns from and against all suits, actions, or proceedings, at law or in equity, and from all claims, damages, losses and expenses, including, without limitation, lawyers' fees (on a solicitor own client basis), consultants fees, experts fees, including, without limitation, claims for personal injury and property damage, arising out of, related to, or resulting from (a) Seller's non-compliance with the applicable Supply Agreement, (b) Seller's non-compliance with the provisions of an Order, in particular, clauses 4 and 7 of these terms and conditions, (c) Seller's use, control, ownership, or operation of its business and any Seller facility, (d) Seller's handling, treatment, storage, or disposal of raw materials, intermediates, final products, or wastes, (e) occupational safety and health matters, or (f) Seller's failure to comply with all applicable laws. Buyer's inspection and acceptance of the items will not diminish or limit Seller's obligation under this clause.

20. PAYMENT

Payment of the Seller's invoice shall be made 60 days from the end of the month following the date of Acceptance of the Goods. The Seller will ensure that the invoice is sent to the correct address of the Buyer as specified in the original order.

21. INSURANCE

Seller will maintain insurance coverage satisfactory to Buyer, naming Buyer as an additional insured, against product liability and claims with respect to the items. Upon request, Seller will supply Buyer with a certificate of insurance, containing therein provisions requiring the insurance carrier to notify Buyer at least thirty (30) days prior to any expiration or termination of, or material change to the policy, evidencing that coverage.

22. SET-OFF

Buyer will be entitled at all times to set off any amount owing at any time from Seller to Buyer against any amount payable at any time by Buyer.

23. FORCE MAJEURE

Neither party will be liable to the other for any failure or delay in performing any obligation under an Order where such failure or delay is due to causes or events beyond the reasonable control of such party, including failure of electrical, gas, water or steam supply, any Act of God, flood fire, accident, explosion, war, civil commotion or any act of a third party, government or quasi-governmental organization. If there are any unforeseen events that are beyond Buyer's control preventing the use of the items, the Buyer may suspend delivery of the items. If Seller fails to fulfill an Order due to circumstances beyond its reasonable control, Buyer may obtain substitute goods from elsewhere for this period, reducing the amount of items ordered under such Order proportionately. If Seller is unable to continue fulfilling the Order within fifteen (15) days from specified delivery date, Buyer will have the right to terminate the Order without further obligation to Seller.

24. ACCESS AND AUDIT

In order to assess Seller's: (i) work quality, (ii) conformance with applicable Specifications, and (iii) compliance with the terms and conditions of an Order, Seller will permit Buyer and its customers and representatives, and will obtain a similar