

**HARSCO METALS & MINERALS, DIVISION OF HARSCO CORPORATION  
("Buyer") TERMS AND CONDITIONS OF PURCHASE  
EFFECTIVE FROM MAY 15, 2018**

1. Acceptance of Terms and Conditions. The acceptance of the terms and conditions contained herein is the basis of the bargain to any contract of purchase made by Buyer. Any offer or acceptance by Buyer is made subject to the terms and conditions contained in this Terms and Conditions of Purchase (the "Terms") and no additional or different terms offered by Supplier shall become a part of the agreement of sale between Buyer and Supplier unless such additional or different terms have been expressly approved in writing by an authorized agent of Buyer. If this document is an offer, acceptance of this offer is expressly limited to the Terms, and Buyer reserves the right to withdraw this offer at any time before its acceptance by Supplier. If this document has been issued by Buyer in response to a written offer made by Supplier, Buyer's acceptance of Supplier's offer is expressly conditioned on Supplier's unqualified assent to the Terms by any or all of the following: (a) ACKNOWLEDGING A PURCHASE ORDER, (b) COMMENCING PERFORMANCE OR MAKING SHIPMENT OF GOODS, (c) PERFORMING SERVICES CALLED FOR HEREUNDER, OR (d) RECEIVING A PURCHASE ORDER WITHOUT DISAFFIRMANCE WITHIN THREE (3) BUSINESS DAYS OF RECEIPT OF SAME. SUPPLIER WAIVES ALL RIGHTS TO CONTEST OR DISCLAIM THE ENFORCEABILITY OF THE TERMS ONCE ACCEPTED PURSUANT TO THIS PARAGRAPH 1.
2. Entire Agreement. Supplier shall provide to Buyer and Buyer shall purchase from Supplier the goods ("Goods") and/or services ("Services") described in the purchase order ("Purchase Order") in accordance with the Terms. Together, the Purchase Order and the Terms, and any exhibits attached to either, constitute the entire agreement ("Agreement") between the Buyer and Supplier concerning the subject matter hereof and supersede all prior written or oral agreements or understandings with respect thereto. To the extent there are any conflicts or inconsistencies between the Terms and any Purchase Order, the Terms shall govern and control. Any document or record, whether in writing or electronic, issued in connection with this Agreement, other than the Purchase Order, Terms, and any exhibits attached to either, shall be for administrative purposes only, and any term or condition contained in such document or record that is conflicting, inconsistent or in addition to the terms and conditions contained in this Agreement shall be null and void.
3. Changes. Buyer reserves the right at any time to make changes in any one or more of the following: (a) specifications, drawings, and data incorporated in this Agreement where the Goods to be furnished are to be specifically manufactured for Buyer; (b) methods of shipment or packaging; (c) place of delivery or performance; (d) time of delivery or performance; and (e) any other requirements under this Agreement relating to the Goods and/or Services. If any such change causes an increase or decrease in the cost of or the time required for performance of this Agreement, an equitable adjustment shall be made in the price or delivery schedule, or both. Any claim by Supplier for adjustment under this clause shall be deemed waived unless asserted in writing within ten (10) days from receipt by Supplier of the change. Change orders will be effective only if executed by an authorized representative of both Buyer and Supplier.
4. Shipping/Delivery/Performance/Packing. Unless otherwise specified in the Purchase Order, all Goods shall be delivered to and Services performed at Buyer's job site (the "Delivery Location") during Buyer's normal business hours. Supplier shall deliver the Goods or render the Services on the date(s) specified in the Purchase Order. Time is of the essence, and if delivery of Goods or rendering of Services is not completed by the time stated in the Purchase Order, Buyer may, without liability and in addition to its other rights and remedies, (i) terminate this Agreement as to Goods not yet shipped or Services not yet rendered, (ii) purchase substitute Goods or Services elsewhere, and (iii) charge Supplier with any damages incurred, whether special, direct, indirect, incidental or consequential. Supplier is responsible, at its expense, for damage-free delivery of Goods to the Delivery Location. If it appears Supplier will not meet such delivery schedule or if Supplier fails to meet such schedule, Supplier shall, upon request of Buyer and in addition to any other rights or remedies provided to Buyer at law or under this Purchase Order, ship via expedited routing necessary either to meet such schedule or to recover the maximum possible time lost by failure to ship or deliver on schedule, and the difference between the expedited routing and the Purchase Order routing cost shall be borne by Supplier. No charge will be allowed for packing, boxing or cartage without the written approval of Buyer. Damage to any Goods not packed or labeled to ensure proper protection thereto will be charged to Supplier. Shipping documents and a separate invoice for each shipment on

the Purchase Order must be mailed to Buyer's office issuing the Purchase Order on the day shipment is made. Packing lists must accompany each shipment. Each package, invoice, bill of lading and shipping notice must be marked plainly with Buyer's Purchase Order number.

5. Transfer of Title/Risk of Loss. Title and risk of loss shall pass to Buyer upon acceptance of Goods at the Delivery Location.

6. Inspection. Goods purchased are subject to inspection and approval at Buyer's destination. Buyer reserves the right to reject and refuse acceptance of any Goods that are not in accordance with applicable instructions, specifications, or other descriptions furnished or specified by Buyer, or with Supplier's samples or Supplier's warranties (express or implied). The quantity of Goods indicated on the Purchase Order must not be exceeded without prior written authorization from Buyer, and Buyer reserves the right to return for full credit any excess over the quantity called for in the Purchase Order. Buyer may charge Supplier for the cost of inspecting merchandise rejected pursuant to this paragraph. Goods not accepted will be returned to Supplier at Supplier's expense. Payment for any item delivered shall not constitute acceptance thereof. Buyer's count and weight shall be conclusive.

7. No Volume Commitment. No Exclusivity. Buyer may provide Supplier with a forecast but does not guarantee any minimum level of purchases, or that Buyer will necessarily acquire any, or all, of its requirements of the Goods and/or Services from Supplier. Nothing herein shall prevent Buyer from obtaining from a third party and/or independently providing Goods and/or Services that are the same as or similar to the Goods and/or Services provided hereunder.

8. Prices. The price of the Goods and/or Services is the price stated in the Purchase Order (the "Price"). No increase in the Price is effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of Buyer. All taxes are for the account of Supplier unless specifically and separately stated on the front of the Purchase Order and the invoice and accepted by Buyer in writing. No invoice will be rendered at a price higher than that stated on this Purchase Order unless authorized in writing by Buyer. No extra charges will be accepted against any Purchase Order without written approval of Buyer. Unless otherwise indicated on the face of this Purchase Order, shipping and handling costs are included in the amount set forth thereon.

9. Invoices and Payment. Supplier shall issue an invoice to Buyer on or any time after the completion of delivery and only in accordance with the Terms. Separate invoices for each Purchase Order are required with the Purchase Order number stated on the face of the invoice. No invoice shall be issued prior to the shipment of Goods, and no payment shall be made prior to receipt and acceptance of conforming Goods and invoice. Goods delivered and/or the Services performed will be paid upon receipt of a correct invoice (except for any amounts disputed by Buyer in good faith). Payment terms are net sixty (60) days or agreed upon terms as stated on the Purchase Order. The parties shall seek to resolve any such disputes expeditiously and in good faith. Supplier shall continue performing its obligations under this Agreement notwithstanding any such dispute. Supplier acknowledges and agrees that Buyer will not make payments to Supplier in cash or bearer instruments, or to an account in a country other than that in which the Services are performed or Goods delivered and that no payments will be made, directly or indirectly, through any trust, intermediate entity or other intermediary. Buyer may accept cash discounts on invoices if offered. Buyer interprets a percentage discount for payment within 15 days to mean that a discount will be granted if the Goods are accepted and paid within the specified number of days after receipt of both the product and the conforming invoice. Buyer makes no agreements to pay in such proposed shorter time frame. Any due date or discount date will be calculated from the date a conforming invoice is received by Buyer. Buyer accepts no charges on any invoices with respect to liquidated damages or delinquent charges. Without prejudice to any other right or remedy it may have, Buyer reserves the right to set off at any time any amount owing to it by Supplier against any amount payable by Buyer to Supplier.

10. Right to Audit and Inspect Records. Supplier shall maintain complete and accurate records relating to the provision of the Goods and/or Services under this Agreement, including records of the time spent and materials used by Supplier in providing the Goods and/or Services, in such form as Buyer shall approve. During the term of this Agreement and for a period of three (3) years thereafter, upon Buyer's written request, Supplier shall allow Buyer to inspect and make copies of such records and interview Supplier Personnel (as defined in this Agreement) in connection with the provision of the Services.

11. Subcontractors. Supplier shall obtain Buyer's written consent, which may be withheld in Buyer's sole discretion, prior to entering into agreements with or otherwise engaging any person or entity, other than Supplier's employees to provide any Services to Buyer (each, a "Permitted Subcontractor"). Buyer's approval shall not relieve Supplier of its obligations under this Agreement, and Supplier shall remain fully responsible for the performance of each such Permitted Subcontractor and its employees and for their compliance with all of the terms and conditions of this Agreement as if they were Supplier's own employees. Nothing contained in this Agreement shall create any contractual relationship between Buyer and any Permitted Subcontractor. Supplier shall require each Permitted Subcontractor to be bound in writing by the confidentiality and intellectual property assignment or license provisions of this Agreement, and, upon Buyer's written request, to enter into a non-disclosure or intellectual property assignment or license agreement in a form that is reasonably satisfactory to Buyer.

12. Limitation of Liability. Buyer's liability for breach of this Agreement will not exceed the difference between the resale price of any Goods or Services sold in good faith and in a commercially reasonable manner and the contract price for such materials, less expenses saved as a consequence of Buyer's breach. WHETHER FOR THE PURCHASE BY BUYER OF GOODS OR SERVICES UNDER THIS AGREEMENT, BUYER WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, DELAY, PUNITIVE OR LIQUIDATED DAMAGES OF ANY TYPE. NOTHING IN THIS PARAGRAPH RELIEVES SUPPLIER OF ITS OBLIGATION TO MITIGATE DAMAGES IT MAY INCUR AS A RESULT OF AN ALLEGED BREACH BY BUYER.

13. Warranty. Supplier warrants to Buyer that, at a minimum, for a period of twelve (12) months from installation of the Goods or eighteen (18) months from the date of delivery of the Goods to the Delivery Location, whichever occurs first, all Goods will: (a) be free from any defects in workmanship, material and design; (b) conform to applicable specifications, drawings, designs, samples and other requirements specified by Buyer; (c) be fit for their intended purpose and operate as intended; (d) be merchantable; (e) be free and clear of all liens, security interests or other encumbrances; and (f) not infringe or misappropriate any third party's patent or other intellectual property rights. Additionally, Supplier warrants to Buyer that (a) Supplier shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with best industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement; (b) Supplier is in compliance with, and shall perform the Services in compliance with, all applicable laws; and (c) the Services and deliverables will be in conformity in all respects with all requirements or specifications stated in this Agreement. Services will be warranted by Supplier for a one (1) year period following Supplier's completion of Services. These warranties survive any delivery, inspection, acceptance, or payment of or for the Goods by Buyer. These warranties are cumulative and in addition to any other warranty provided by Supplier or at law or by equity. Any applicable statute of limitations runs from the date of Buyer's discovery of the noncompliance of the Goods with the foregoing warranties. If Buyer gives Supplier notice of noncompliance with this Section 13, Supplier shall, at its own cost and expense, and at the convenience of and the direction of Buyer, within fifteen (15) days replace or repair the defective or nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming Goods to Supplier and the delivery of repaired or replacement Goods to Buyer. Supplier shall extend all warranties of its vendors to Buyer, but by doing so; Supplier will not be relieved of Supplier's warranty obligations hereunder.

14. Indemnity. Supplier agrees to defend, indemnify, and save harmless Buyer from and against any and all judgments, claims and demands for loss of or damage to property, or injury or death to persons, including, without limitation, employees, officers and agents of Buyer except to the extent such loss, damage, injury or death results from Buyer's sole negligence or is due solely to the defects or failure of Buyer's equipment.

15. Insurance.

Supplier, at its own expense, shall maintain insurance at all times during the terms of this Agreement, in the form of a Certificate of Insurance ("COI") acceptable to Buyer and provide written evidence of the insurance coverage prior to the commencement of the Agreement. Submission of the COI to Buyer is mandatory for any type of Services performed on a Buyers' job site. Supplier warrants that its insurers are accurately informed regarding Supplier's business activities and provides coverage for the following:

- A. If Buyer purchases Goods and/or Services when Supplier will not be at Buyer's job site: The following coverages are required: (i) Commercial General Liability (including Products/Completed Operations and

Umbrella/Excess Liability) insurance in an amount of not less than \$3,000,000 per occurrence and \$3,000,000 annual aggregate and (ii) all insurances detailed in Section 15D.

- B. If Buyer purchases Goods and/or Services, to be performed on Buyer's job site the following coverages are required: (i) Commercial General Liability (including Products/Completed Operations and Umbrella/Excess Liability) insurance in an amount of not less than \$3,000,000 per occurrence and \$3,000,000 annual aggregate; (ii) Automobile Liability including Bodily Injury and Property Damage Combined Single Limit in an amount not less than \$1,000,000 covering owned, non-owned and hired vehicles; (iii) Workers' Compensation and Employers Liability as per applicable statutory requirements or, where there are no applicable statutory requirements, in an amount not less than \$1,000,000 per accident; and (iv) all insurances detailed in Section 15D.
- C. If Buyer purchases IT Goods and/or Services only: The following coverages are required (i) Technology Errors and Omissions Insurance with limits of five million dollars (\$5,000,000) per claim and aggregate. For the avoidance of doubt, Supplier's Technology Errors and Omissions Insurance shall include multimedia liability, security and privacy, privacy regulatory defense and penalties, privacy breach response costs, network asset protection, non-physical business interruption, cyber extortion, cyber terrorism, and technology services liability; and (ii) all insurances detailed in Section 15B if Supplier delivers Goods or perform Services on Buyer's job site.
- D. Fidelity\Crime Policy (when Supplier will be present at any job site owned, leased or operated by Buyer or when Supplier will use or take possession of Buyer's property) in an amount not less than \$5,000,000 per occurrence and aggregate; (ii) Errors & Omissions \ Professional Liability (when providing professional services) in an amount not less than \$1,000,000 per occurrence and aggregate); and/or (iii) Pollution Liability (when providing environmental related services) in an amount not less than \$2,000,000 per Pollution Condition Limit of Liability.
- E. Supplier agrees to maintain Contractor's Equipment Insurance on an "all risk" basis covering equipment owned, leased or used by Supplier. Supplier also agrees to release and hold harmless Buyer for any loss or damage to Supplier's equipment.
- F. All applicable insurance coverage must include; (i) A waiver of subrogation in favor of Buyer, when allowed by law; (ii) Coverage for Buyer as an additional insured (including Buyer' subsidiaries, affiliates, directors, officers and employees). A copy of all additional insured endorsements must be attached to the COI; (iii) Supplier's coverage must respond as primary and non-contributory; and (iv) A statement that Buyer will receive 30 days' notice if any coverage is changed and/or cancelled.

In the event the COI is not acceptable, Buyer may obtain on behalf of the Supplier insurance policies, in a form that is acceptable to the Buyer and deduct the cost of so doing from the monies which would otherwise be due to the Supplier.

The insurance required under this section shall not limit Supplier's obligations of indemnification under this Agreement and shall apply, to the same extent, to all subcontractors (including Permitted Subcontractors), used by the Supplier under the terms of the Agreement.

#### 16. Compliance with Laws.

(a) In providing services under this Agreement, Supplier, its subcontractors and all their officers, employees, directors, suppliers, agents, and all their employees shall comply at all times with, all applicable executive orders, rulings, decisions, Federal, State, Municipal and Local laws applicable to the location or jurisdiction in which the services or the Agreement is performed, as well as all rules, orders, requirements and regulations there under (collectively "Laws"). Such Laws include but are not limited to, the Fair Labor Standards Act, Occupational Safety and Health Act of 1970, Title VII of the Civil Rights Act, the Immigration and Naturalization Law, the Age Discrimination in Employment Act, the Americans with Disability Act, the National Labor Relations Act, the Family and Medical Leave Act, the Worker Adjustment and Retraining Notification Act, the Fair Credit Reporting Act, the Genetic Information Nondiscrimination Act, and federal and state wage and hour laws, the Dodd-Frank Wall Street Reform and Consumer Protection Act (United States Pub. L No. 111.203) relating to "conflict minerals", all anti-corruption laws, all anti-slavery and anti-human trafficking laws, U.S. Bureau of Customs and Border Protection's

Customs Trade Partnership Against Terrorism program, all US anti-boycott laws and regulations, including, but not limited to, the Export Administration Act and the Internal Revenue Code, all US Export controls, and all environmental laws, among others, all as amended. To the extent applicable, this Agreement incorporates by reference the affirmative action clauses for minorities and females, 41 C.F.R. § 60-1.4; for veterans of the Vietnam-Era, 41 C.F.R. § 60-250.4; 41 CFR §§ 60-300.5(a) and 60-741.5(a) and for individuals with disabilities, 41 C.F.R. § 60-741.4, including all applicable regulations, rules, and orders issued thereunder.

(b) Supplier represents and warrants that it has implemented appropriate policies and programs to ensure compliance with Laws.

(d) Upon execution of this Agreement and thereafter upon request by Buyer, Supplier shall provide certifications of compliance with Laws and certified by an officer of Supplier. Supplier shall immediately notify Buyer of any violations of Laws related to the Goods or Services.

(c) Supplier agrees to defend, with counsel satisfactory to HARSCO, indemnify and hold harmless HARSCO and its parent and subsidiaries, from and against any and all liabilities, losses, damages, costs, settlements, expenses, fees, including, but not limited to, attorneys' fees, or based on any claim, cause of action, proceeding, or allegation, from any person or party, including any governmental agency, ("Claims") arising from, or relating to, any actual or alleged violation of any Laws by Supplier, its Sub-Tier Vendors, and their officers, employees, directors, agents, and contractors. It is understood that such Claims can arise, for example, out of the hiring, assignment, retention and termination of any individual, whether deemed to be an employee or an independent contractor by Supplier or its sub-tier vendor.

Supplier assumes all responsibility for shipments of Goods requiring any government import clearance. Buyer may terminate this Agreement if any government authority imposes antidumping duties, countervailing duties or any retaliatory duties on the Goods. Supplier will indemnify and defend Buyer against all claims, cost, loss or expense resulting from Supplier's breach of this paragraph.

17. Supplier shall indemnify and defend Buyer from and against any and all claims, actions, judgments, damages, royalties, costs, including reasonable attorney's fees, and any other expenses arising in connection with the infringement or alleged infringement of any United States or foreign patent by the Goods and/or Services furnished hereunder or the unauthorized use or alleged unauthorized use of any trade secrets, proprietary know-how, or other proprietary rights incorporated in the Goods and Services furnished hereunder. Supplier shall reimburse Buyer for any reasonable legal or other expenses reasonably incurred by Buyer in connection with the investigating or defending of any loss, claim, damage, liability or action referred to in this paragraph.

18. Buyer's Property. Any of Buyer's property delivered to Supplier for Supplier's performance of this Agreement, including, without limitation, blueprints, patterns and tools, shall remain Buyer's property and Supplier is responsible to return them to Buyer in the same condition as received upon request of Buyer.

19. Confidential Information. All non-public, confidential or proprietary information of Buyer, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing (collectively, "Confidential Information"), disclosed by Buyer to Supplier, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the provision of the Goods and/or Services and this Agreement is confidential, and shall not be disclosed or copied by Supplier without the prior written consent of Buyer. This Agreement is a matter of Confidential Information, and Supplier shall strictly protect the confidentiality hereof. Confidential Information does not include information that is in the public domain, known to Supplier at the time of disclosure, or rightfully obtained by Supplier on a non-confidential basis from a third party. Supplier shall use the Confidential Information only for the purpose of providing the Goods and/or Services under this Agreement. In addition to any other rights and relief available to Buyer, Buyer shall be entitled to injunctive relief for any violation of this Section 19.

20. Liens. Supplier shall promptly pay and discharge all claims and demands for Services performed and Goods furnished in performance of this Agreement. Supplier shall furnish Buyer with complete releases and waivers of all liens prior to final payment and shall protect and indemnify Buyer from and against all liens that may be filed in connection herewith. Buyer reserves the right to satisfy and obtain the release of any liens filed as a result of Services performed or Goods furnished in performance of this Agreement. If Buyer elects to satisfy any such lien

and obtain a release, and set off such sums paid by Buyer to against sums otherwise payable by Buyer to Supplier hereunder.

21. Force Majeure. Fires, floods, accidents, labor disturbances, riots, war conditions, nuclear incidents, acts of God, acts or requirements of governmental or civil authority, laws or regulations, accidents at Buyer's facilities or Delivery Location, involuntary cessation of operation of any of Buyer's customer's plants for any reason, or other causes beyond the reasonable control of Buyer which render Buyer unable to receive the Goods and/or Services covered by this Agreement will permit Buyer at its option to cancel this order by notice to Supplier, without liability of Buyer to Supplier for such cancellation. In the event of a force majeure event that impairs Supplier's ability to perform hereunder, Supplier shall be responsible for obtaining replacement items or services at its own cost and expense, including any increased costs of obtaining items or services beyond those set forth in any Purchase Order or agreement between Buyer and Supplier.

22. Remedies and Waiver. All remedies provided for in this Agreement are cumulative and are in addition to any other remedies provided at law or in equity. Any waiver or failure by Buyer to require strict compliance with any of the provisions hereof shall not operate as a waiver of Buyer's right to insist upon strict compliance therewith thereafter.

23. Termination. Buyer may at any time, with fifteen (15) days' prior written notice, terminate this Agreement. In the event such termination is not due to the default or breach of Supplier hereunder, any claim arising out of such termination shall be settled exclusively by Buyer reimbursing Supplier for documented costs actually and properly incurred by Supplier for the purchase, assembly or manufacture of the Goods (with due allowance for their salvage value after Buyer has had full opportunity to recommend disposition), or for Services actually provided. In the event such termination is due to the default of breach of Supplier hereunder, Buyer shall have no liability to Supplier and Buyer shall have all rights and remedies against Supplier as provided under this Agreement and under applicable law.

24. Conflict Minerals.

a) Definitions

- i) "Buyer's Policy" means the Buyer's Conflict Minerals Policy as may be updated by Buyer from time to time.
- ii) "Conflict Minerals Regulations" means the Dodd-Frank Wall Street Reform and Consumer Protection Act (United States Pub. L No. 111.203) and its implementing regulations.
- iii) "Conflict Minerals" means tin, tantalum, tungsten, gold and any other mineral or its derivatives determined by the U.S. Secretary of State to be financing conflicts in the Democratic Republic of Congo or adjoining countries for the purposes of Section 1502 of the Conflict Minerals Regulations.
- iv) "Sub-supplier" means any party that supplies raw materials or other products to Supplier that are incorporated in the products supplied to Buyer under this Agreement.

b) Buyer expects that suppliers of products containing Conflict Minerals will commit to sourcing those materials from environmentally and socially responsible sources. Supplier shall comply with all applicable Conflict Minerals Regulations and Buyer's Policy furnished to Supplier from time to time. Without limiting the foregoing, Supplier shall:

- i) Upon execution of this Agreement and thereafter upon request by Buyer, furnish to Buyer a completed Conflict Minerals report using the EICC-GeSI reporting template or such other template as Buyer provides to Supplier for that purpose. The report shall be certified by an officer of Supplier.
- ii) Have and maintain in place throughout the term of this Agreement its own Conflict Minerals policies and procedures to ensure compliance with the Conflict Minerals Regulations and the Buyer's Policy and enforce them where appropriate.
- iii) Work with its Sub-suppliers to ensure traceability of Conflict Minerals within their products back to the smelter and mine.
- iv) Maintain traceability data for all tiers of the supply chain for at least five years and make the same available to Buyer or its auditor upon request. The record keeping, audit and other related terms and obligations set out in any applicable audit shall apply to the Supplier's compliance with this section and, without limitation, shall extend to all Goods provided by the Supplier in connection with this Agreement.
- v) In each contract with its Sub-suppliers, include obligations equivalent to those imposed on Supplier in this section (including this paragraph 24(b)(v)), with the intent that the obligations will flow down to

- all of Sub-supplier's own suppliers and subcontractors in the supply chain) in each case for the benefit of Buyer, such provisions to be directly enforceable Buyer.
- vi) If requested, provide Buyer and/or its auditor with any reasonable assistance, at Buyer's reasonable cost, to enable Buyer or the auditor to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with any of the Conflict Minerals Regulations or Buyer's Policy.
  - vii) Notify Buyer immediately if Supplier becomes aware that any of the Goods supplied to Buyer contains Conflict Minerals that originated in covered countries (as defined in the Conflict Minerals Regulations) and that have not previously been disclosed to Buyer in a Conflict Minerals report.

#### 25. Supply Chain Security Compliance.

- a) The U.S. Bureau of Customs and Border Protection ("CBP") has created the Customs Trade Partnership Against Terrorism ("C-TPAT") program in which the U.S. Government and business will work to protect the supply chain from the introduction of terrorist contraband (weapons; explosives; biological, nuclear, or chemical agents, etc.) in shipments originating from off-shore of the United States to Buyer, drop shipments to its Sub-suppliers, or drop shipments to its customers originating from off-shore of the United States. Buyer participates in the C-TPAT program.
- b) Supplier shall ensure shipments made in connection with this Agreement are conveyed through transportation providers that are certified under the U.S. CBP C-TPAT program or otherwise approved by Buyer.
- c) In addition to other requirements of this Agreement, Supplier shall ensure the physical integrity and security of all shipments under this Agreement against the introduction of harmful or dangerous materials, drugs, contraband, weapons, or weapons of mass destruction or introduction of unauthorized persons in transportation conveyances and/or containers. Such measures shall include, but are not limited to: physical security of the Supplier's manufacturing, packing, shipping, and storage; restriction of access of unauthorized persons to such areas; screening of personnel involved in any related supply chain activities to the maximum of limits of applicable laws and regulations; and development, implementation, and maintenance of procedures to protect the physical integrity and security of all shipments.
- d) Upon request, Supplier shall provide to Buyer reasonable evidence of compliance with this section.
- e) Supplier shall include paragraphs (b) through (d) of this section 25, or equivalent provisions, in all lower tier subcontracts involving shipments related to this Agreement.

#### 26. Supply Chain: Anti-Slavery and Human Trafficking

- a) In performing its obligations under this Agreement, the Supplier shall:
  - i) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force; and
  - ii) have and maintain throughout the term of this Agreement its own policies and procedures to ensure its compliance; and
  - iii) ensure that each of its subcontractors (including Permitted Subcontractors), suppliers, Sub-suppliers (as defined in this Agreement) and other participants in its supply chains shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force.
- b) The Supplier represents and warrants that at the date of this Agreement neither the Supplier nor any of its officers, employees, Permitted Subcontractors or other persons associated with it:
  - i) has been convicted of any offence involving slavery and human trafficking; and
  - ii) to the best of its knowledge, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.
- c) The Supplier agrees that throughout the term of this Agreement it shall implement due diligence procedures for its subcontractors (including but not limited to Permitted Subcontractors), suppliers, Sub-suppliers and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.
- d) Buyer may request, that Supplier shall prepare and deliver to Buyer, by 31 December each year, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business. The report shall be certified by an officer of Supplier.

27. Anticorruption. Supplier, its officers, directors, and employees, and anyone for whose acts or defaults they may be vicariously liable or anyone acting on behalf of any of them, shall not make payments in violation of any applicable anti-bribery law in connection with or in any way relating to or affecting this Agreement. Supplier acknowledges that international anti-corruption laws, including the U.S. Foreign Corrupt Practices Act (the "FCPA"), the U.K. Bribery Act and the Brazil Clean Companies Act, among others, prohibit any direct or indirect payment of money or anything of value to any government official, international organization, political party, party official or candidate for political office, or private individual for the purpose of obtaining, retaining or directing business or securing any improper advantage. Supplier represents and warrants that in the performance of its obligations under this Agreement or otherwise in connection with this Agreement it has not made and agrees that it shall not make any such prohibited payment. Supplier will indemnify Buyer from and against all losses, liabilities, damages, deficiencies, judgments, assessments, fines, settlements, costs and expenses (including, but not limited to, legal costs) that Buyer suffers or incurs arising from or related to any violation of the Foreign Corrupt Practices Act, or any other applicable anti-corruption law or regulation, by Supplier, its officers, directors, and employees, and anyone for whose acts or defaults they may be vicariously liable or anyone acting on behalf of any of them.

28. Due Diligence. Supplier understands and agrees that Buyer, at its own discretion, or a third party retained by Buyer may perform periodic due diligence or monitoring on the Supplier and any relevant employee. Supplier must fully cooperate with any due diligence screening and monitoring that may be conducted. If Buyer, in its sole discretion, is not satisfied with the results of any due diligence screening or monitoring for any reason, Buyer shall have the right to terminate this Agreement immediately by providing notice to Supplier.

29. Data Protection. Supplier shall comply with all applicable data protection legislation in relation to the provision and receipt of Services and the sale and purchase of any Goods under this Agreement.

30. Hazardous Materials and Material Safety Data. "Hazardous Material" means any hazardous material or waste, toxic substance, pollution or contamination. Supplier is responsible for any Hazardous Material that Supplier or any of its Permitted Subcontractors creates, brings to or releases upon or near the Buyer's facilities or Delivery Location. Supplier shall indemnify, defend and hold harmless the Buyer against and from all damages caused or contributed to by any Hazardous Material for which Supplier is responsible pursuant to this Section 30 and applicable Law. Supplier agrees to comply with Federal OSHA Hazard Communication Standards, 29 CFR 1926.59 and 29 CFR 1910.1200, which require that manufacturers, importers and distributors properly label all containers of hazardous materials or components and furnish a Material Safety Data Sheet (MSDS) for each Hazardous Material supplied. Revised MSDSs must be submitted to Buyer when there is a change in composition or when significant new information concerning Hazardous Materials or ways to protect against hazards becomes known.

31. Relationship of the Parties. Nothing herein shall be construed to create a joint venture or partnership between the parties hereto or an employee/employer relationship. Supplier shall be an independent contractor pursuant to this Agreement. Neither party hereto shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement or undertaking with any third party.

32. Assignment. Buyer may, in its sole discretion, assign its rights and obligations hereunder to any third party or to any successor to all or substantially all of its business. Supplier may assign its rights and obligations hereunder only with the prior written consent of Buyer.

33. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

34. Governing Law, Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the United States District Court located in the Middle District of Pennsylvania or the courts of the Commonwealth of Pennsylvania located in Cumberland County, Pennsylvania, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. To the fullest extent allowed by law, each party hereby irrevocably waives the right to any jury trial

with respect to any dispute arising under, in connection with, or related to this Agreement. The provisions of the "United Nations Convention on Contracts for International Sale of Goods" shall not apply to this Agreement, including any amendments or changes to this Agreement.

35. Advertisement. No advertising or publicity matter having or containing any reference to Buyer or any of its affiliates, divisions, or personnel shall be made by Supplier or anyone on Supplier's behalf without Buyer's prior written consent.

36. Notice. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail (in each case, return receipt requested, postage pre-paid). Such communications must be sent to the respective parties at the addresses identified on the Purchase Order or at such other address as shall be specified by such party.

37. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

38. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

39. Survival. Provisions of these Terms, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of this Agreement.