

**TELLUS PRODUCTS, LLC**  
**PROCUREMENT TERMS AND CONDITIONS**  
**(Effective December 16, 2021)**

**1. OFFER AND ACCEPTANCE.**

In the absence of a signed agreement ("Signed Agreement") by and between Vendor and Tellus Products, LLC ("Buyer"), the purchase order, any attachments or documents incorporated or referenced therein (collectively, the "Order"), and these terms and conditions (together with the Order, the "Contract") sets forth the entirety of Buyer's offer, or if Vendor has submitted its own sales offer, Buyer's counteroffer to purchase the Services or Goods identified in the Order. The processing, in part or completely, of the Order constitutes Vendor's acceptance of Buyer's offer or counteroffer. Any confirmation or other writing in any way altering or amending the Contract are hereby rejected and shall be of no force and effect, unless otherwise agreed to in writing by Buyer.

**2. ORDER OF PRECEDENCE.**

In the event of any conflict between the terms contained in the Order and those set forth herein, the terms contained in the Order shall prevail. In the event of any conflict between the Contract and a Signed Agreement, the Signed Agreement shall govern and control.

**3. SERVICES; COMPLETION DATES.**

3.1. Vendor shall perform the services described in the Order (the "Services") in accordance with, and in satisfaction of, the requirements of the Contract. Vendor, directly or through its subcontractors, shall provide all labor and all materials, tools, vehicles and equipment (together, "Vendor Equipment") as is necessary to perform Services. Buyer shall be responsible only for those items specifically identified in the Order.

3.2. The use of subcontractors by Vendor does not relieve Vendor of any of its obligations under the Contract. Vendor shall be responsible to Buyer for any breaches of the Contract committed by its subcontractors and for the acts and omissions of its subcontractors and of persons directly or indirectly employed by them arising from or relating to the performance of Services.

3.3. Buyer shall not be responsible to provide job site security against, nor be liable for, vandalism, theft, breakage or damage to Vendor Equipment, unless caused by the gross negligence of Buyer or its Affiliates.

3.4. Vendor Equipment shall be suitable for the hazardous classification of the building, area or process in which it shall be utilized. Vendor shall not use Buyer's or its Affiliates tools, vehicles, equipment or other personal property (together, "Buyer Equipment") without Buyer's written consent. If consent is given, Buyer Equipment is (a) provided "as-is", without representation or warranty, express or implied and (b) used by Vendor, subcontractors and the operator at their own-risk.

3.5. Vendor, including its subcontractors, while on properties owned or controlled by Buyer or its Affiliates ("Properties") shall abide by Buyer's "Company Rules and Regulations" ("Rules") and all applicable laws, rules, codes and regulations (collectively, the "Law"). The Rules, which are incorporated by reference herein, are located at Buyer's website ([www.tellusproducts.com](http://www.tellusproducts.com)).

3.6. Vendor shall commence fulfillment of the Order immediately upon receipt, and as to Services, achieve Substantial Completion of Services by the date set forth in the Order. "Substantial Completion" means that Vendor has timely completed the performance of Services, but for the items identified in Section 3.7.

3.7. Vendor shall achieve Final Completion within two weeks of Substantial Completion. "Final Completion" means (a) Substantial Completion has been achieved; (b) all punchlist items, final site cleanup and restoration have been completed to Buyer's satisfaction; and (c) Vendor has delivered to Buyer, **as applicable**, (i) all certificates and other approvals evidencing completion of Services issued by governing authorities, architect and engineer; (ii) Vendor's final affidavit, release of liens, satisfactions of lien (unless transferred to bond by Vendor); (iii) final or "as built" drawings and specifications for Services, including all equipment and systems designed and installed as part of Services; (iv) all warranties; (v) all operation, maintenance, overhaul and parts manuals and all software and such other technical data for all equipment, appliances and other components tendered as part of Services; (vi) all Information; and (vii) any other documents, items, materials, equipment or work required under the Contract to be provided or returned by Vendor.

3.8. Buyer shall exclusively own all right, title and interest in and to any Deliverable tendered as part of Services. "Deliverable" refers to all works or authorships which arise out of Services and which Vendor prepares, whether in whole or in part and whether alone or with others, during its engagement by Buyer. Vendor warrants that Buyer shall have the exclusive right to copyright, reproduce or publish, without restriction or limitation, the Deliverables or any components thereof, in all media of expression now known or as developed in the future. The Deliverables shall be considered "work made for hire" under all copyright laws applicable to such Services and Deliverable, and in the event such does not qualify as work made for hire, then Vendor does hereby grant to Buyer a worldwide, exclusive, perpetual and royalty free license to use, reprint and publish the Deliverable in any way Buyer desires. Vendor shall do everything reasonably necessary during and after its engagement and without charge to Buyer to enable Buyer to secure and protect its ownership rights in such Deliverables.

3.9. Any tangible property of Buyer ("Buyer Property"), while in the possession or control of Vendor during the term of the Contract remains the exclusive property of Buyer. Vendor unconditionally waives any claims of ownership or lien on, or security interest in, Buyer Property. If requested by Buyer, Vendor shall store Buyer Property in areas that are separated from the tangible property of Vendor and any third party. Vendor shall bear the risk of loss for Buyer Property while in Vendor's possession or control. Upon reasonable prior notice to Vendor, Buyer, its agents or authorized creditors shall have the right to enter Vendor's premises to inspect or remove Buyer Property.

#### **4. GOODS; DELIVERY.**

4.1. Vendor shall sell to Buyer the equipment, goods, materials, software, systems and such other tangible property described in the Order or as is furnished to Buyer as part of Services (collectively, "Goods"). Goods shall be new, of the best available design, quality, material and workmanship, be without fault, conform in all respects to the Contract, including all specifications and performance requirements identified therein (collectively, "Specifications"), and be fit for their intended purpose.

4.2. The delivery terms and location ("Delivery Location") for Goods are stated in the Order. Vendor, at its expense, shall be responsible for all shipping and insurance costs, including packing, crating, cartage and freight costs, incurred in delivering the Goods to the Delivery Location. Any loss or damage, whenever occurring, which results from Vendor's improper packing or crating, shall be borne by Vendor.

4.3. Title and risk of loss to Goods shall transfer to Buyer at the Delivery Location. However, notwithstanding the foregoing, any rightful rejection or revocation of any Goods by Buyer shall immediately shift the risk of loss of such Goods, wherever located, to Vendor.

4.4. Vendor is responsible for (a) the completeness and accuracy of all transport and customs documentation ("Shipping Documents") it provides to Buyer and (b) any damages or liabilities suffered by Buyer resulting from incomplete or inaccurate Shipping Documents, including their failure to comply with any import or export requirements.

4.5. Packing lists must be included with all shipments and must reference the applicable Order number. Shipments not accompanied by packing lists shall be conclusively deemed to be in the amount of count or weight determined by Buyer. Buyer is not obligated to accept any Goods which are of excess quantities, materially untimely or under-shipments in whole or in part, and such shipments may be returned at Vendor's expense and risk. All shipments of Goods consisting of hazardous materials (as defined under Title 49 CFR) must be accompanied by five (5) copies of the applicable Safety Data Sheets (SDSs) (formerly known as Material Safety Data Sheets or MSDSs) in substantially the format as currently published by OSHA. Shipments of any such hazardous materials without the required SDS are subject to rejection or return by Buyer at Vendor's expense.

4.6. At any time prior to delivery, Buyer has the right, but not the obligation, to inspect the Goods and the manufacturing facility of Vendor or its supply chain. Further, if appropriate given the nature of the Good, Buyer has the right to witness factory acceptance testing of the Goods ("FAT"). FAT shall be of sufficient duration to demonstrate full operation and completion of each cycle or function of the Goods. Prior to FAT, Vendor shall provide Buyer a FAT procedures checklist (in a format satisfactory to Buyer) and complete copies of all Technical Data.

4.7. If the results of Buyer's inspection and/or FAT cause Buyer to be of the opinion that the Goods, the manufacturing facility, process or procedures do not or are unlikely to materially conform with the requirements of the Contract, Buyer may, without prejudice to any of its rights

or remedies hereunder, reject the Goods and all payments made to date shall be refunded to Buyer.

4.8. The failure to inspect, test or discover any defect, the payment of invoices or the transfer of title shall not constitute acceptance of the Goods, relieve Vendor of any of its obligations hereunder, or impair any of Buyer's rights or remedies under the Contract.

4.9. Upon delivery of the Goods, Vendor shall provide at no additional cost to Buyer:

(a) the technical documents ("Technical Data") and the applicable technical assistance and training in regard to the installation, operation and maintenance of the Goods ("Technical Assistance") as identified in the Order. Technical Assistance is considered "Services" and shall be performed in accordance with Section 3 herein; and

(b) a complete list of spare parts for the Goods ("Spare Parts") in the format requested by Buyer. Upon request, Vendor shall provide Spare Parts price and delivery quotations to Buyer and promptly process Orders for same. Spare Parts are considered Goods hereunder. If Vendor or its supplier intends to cease manufacture of a Spare Part during the normal duration of the life of the Good, Vendor shall give Buyer reasonable advance notice (but not less than 60 days) and make available to Buyer such Spare Parts, at a fair and reasonable price, and in such quantity as Buyer may reasonably require for the purposes of future repair or replacement of the Goods.

#### **5. VARIATIONS TO SERVICES OR GOODS.**

5.1. Buyer may at any time by notice make changes to the Goods or Services ordered, including as to quantity, design, specifications or scope of work, method of packing, delivery terms or performance dates.

5.2. If there is a change to Services or Goods requested by Buyer that is not consistent with the Contract (a "Major Change"), then the parties shall discuss the proposed Major Change and Vendor shall indicate in writing the increase or decrease in labor and materials necessary to implement the Major Change. Once the parties agree as to the scope and price increase or decrease for the Major Change, the Major Change shall be implemented by Buyer's issuance of an amended or a new Order ("Change Order"). Unless documented by a Change Order, any claim for additional payment for the Service (including materials) or Good shall be deemed to have been waived by Vendor.

5.3. For food grade Goods, including food grade packaging and processing aids (collectively, "Food Goods"), Vendor shall not make any changes regarding its specifications, materials, components, manufacturing process, packaging configuration, approved plants or suppliers, delivery method or material regulatory status (such as Kosher, Halal, Organic) or make any other changes that would not be acceptable to Buyer's technical clearance process (even if the Food Goods are still within specification), without the prior written consent of Buyer. Vendor shall provide Buyer with sufficient advance written notice of a proposed change so that Buyer has a reasonable opportunity to consider the proposed changes and evaluate its potential effects prior to implementation, including food safety, quality or supply chain risks.

## **6. PRICE AND PAYMENT.**

6.1. Buyer shall pay Vendor the price for Services or Goods as set forth in the Order (the "Price"). The Price includes all taxes except sales tax. Vendor shall not collect sales tax if an exemption is available.

6.2. Vendor shall not invoice Buyer until the Goods have been delivered to Buyer or Services have been completed. Invoices shall be sent to the billing address indicated in the Order. Buyer's Order number must be stated on Vendor's invoice in order for it to be timely processed. Invoices properly bearing an Order number shall be paid within thirty days of Buyer's receipt of the invoice. Invoices which do not bear an Order number shall be returned to Vendor for re-invoicing and payment due dates and time for taking discounts shall be extended accordingly.

6.3. Where applicable, as a condition to each payment for Services, Vendor shall provide Buyer with a release from Vendor and all subcontractors and materialmen of all claims, mechanic's liens or rights to any claim accruing prior thereto. Final payment for Services is conditioned upon Vendor achieving Final Completion.

6.4. For fixed price Services or Goods, there shall be no additional charges in excess of the fixed price stated in the Order, including any charges for project-administration fees, overtime, mobilization costs, leasing expenses, travel expenses, and taxes (excluding sales taxes).

## **7. VENDOR'S WARRANTIES AND COVENANTS.**

7.1. In addition to any other warranties contained in the Contract or provided by Law, Vendor warrants and covenants that:

(a) Services shall be performed in a timely, professional, safe and workmanlike manner in accordance with applicable industry standards and Laws and in satisfaction of all requirements of the Contract; and

(b) all Goods shall conform in all respects with the Specifications and all other requirements of the Contract and shall be (i) free from faults or defects in design, workmanship and materials; (ii) manufactured and supplied in compliance with all applicable Laws; (iii) free from liens or other title encumbrances or defects; and (iv) free from any contamination by hazardous or toxic wastes, chemicals or materials of any kind.

## **8. INTELLECTUAL PROPERTY WARRANTY AND INDEMNITY.**

8.1. Vendor warrants that at all times that (a) the Goods delivered or Services rendered to Buyer, and the sale and the use of the Goods in their normal or intended manner shall not infringe or contribute to infringe, any patent or copyright and shall not violate the trade secret rights of another; and (b) Vendor it is not, nor shall it become, bound by any contract or commitment, including confidentiality, trade secret or non-compete covenants, which could interfere with its performance of Services or its sale, or Buyer's use, of the Goods.

8.2. Vendor shall defend, indemnify and hold harmless Buyer, its successors, assigns and customers, and users of Buyer's products, from and against all claims, suits, losses and damages, including reasonable attorneys' fees and costs and expenses awarded, based upon a claim of infringement, or contributory infringement of any patent or copyright, violation of another's trade secret rights, or breach of confidentiality or non-compete agreements by

reason of the use or sale of the Goods or the rendering of Services.

## **9. FOOD WARRANTY.**

As to Food Goods, in addition to the warranties set forth in Sections 7 and 8, Vendor further warrants that: (a) the Food Goods (i) shall not be adulterated, misbranded or unsafe within the meaning of the Federal Food, Drug and Cosmetic Act (the "Act"), as amended, or within the meaning of any state food and drug law, the provisions of which are substantially similar to those in the Act; (ii) shall not be an article which may not, under the provision of Section 404 or 505 of the Act, be introduced into interstate commerce; (iii) shall comply with California's Proposition 65, the California's State Drinking Water and Toxic Enforcement Act ("Prop 65"); (iv) shall conform to the Specifications; and (v) if required by Buyer, shall have Kosher certification; (b) Vendor has obtained and shall maintain all necessary permits, registrations and licenses required to manufacture and supply the Food Goods; and (c) Vendor and the Food Goods are in compliance with all applicable Laws, including those relating to "Good Manufacturing Practices", as that term is defined under the Act, including labeling, packaging, storage and transportation of the Food Goods.

## **10. SUBCONTRACTOR WARRANTIES.**

Vendor shall obtain similar warranties and covenants to those set forth in Sections 7, 8 and 9 herein from each of its subcontractors and suppliers in favor of Buyer. Vendor shall assign to Buyer all manufacturer's warranties for Goods not manufactured by or for Vendor, and shall take all necessary steps as required by such third party manufacturers to effect assignment of such warranties to Buyer.

## **11. WARRANTY PERIOD; WARRANTY SERVICES.**

11.1. Services and Goods shall satisfy the warranties set forth herein for no less than one year from the completion of performance of the Services or delivery of the Goods (and in the case of Section 8, at all times), unless a longer period is set forth in the Order (the "Warranty Period"). Notwithstanding the foregoing, the Warranty Period for Goods such as roofs, air conditioning units, other major components, and Food Goods shall be for such longer periods of time as is customary for those goods and materials or as otherwise required by the Order.

11.2. Vendor shall promptly correct breaches of its warranties at its expense ("Warranty Services") within ten (10) days of receipt of written notice of same, save Emergency Repairs or corrections which shall be immediately made. An "Emergency Repair" refers to a breach of warranty which if not immediately remedied could cause Buyer to suffer material damage or loss.

11.3. Approval of Vendor's designs or specifications, or acceptance of Services or Goods shall not prejudice Buyer's warranty rights under the Contract. All warranties shall survive inspection, acceptance and payment by Buyer.

11.4. The establishment of a Warranty Period relates only to the specific obligation of Vendor to correct the breach of the warranties set forth herein and does not establish a period of limitation with respect to any of Vendor's obligations under the Contract or the exercise by Buyer of any of its other rights or remedies hereunder.

## **12. INSURANCE.**

Vendor represents and covenants that it does and shall maintain the policies of insurance set forth on Buyer's website (www.tellusproducts.com) for the duration of the Contract and for a period of three years thereafter.

## **13. INDEMNIFICATION.**

13.1. In addition to its indemnification obligations set forth in Section 8.2, Vendor shall indemnify, defend and hold harmless Buyer, including its respective officers, directors, employees, Affiliates and agents, from any and all civil or governmental claims, suits, losses, damages, fines, costs and expenses, including legal fees and costs, to the extent resulting from or arising out of (a) Vendor's or its subcontractors (i) negligent acts or omissions; (ii) breach of Vendor's Contract obligations, covenants or warranties; or (iii) failure to comply with the Rules or applicable Law as it relates to the Services or Goods; or (b) Buyer's use of the Goods in the intended manner.

13.2. Buyer shall indemnify, defend, and hold harmless Vendor, including its respective officers, directors, employees, Affiliates and agents, from any and all civil or governmental claims, suits, losses, damages, fines, costs and expenses, including legal fees and costs, to the extent resulting from or arising out of (a) Buyer's negligent acts or omissions; (b) Buyer's breach of its Contract obligations, covenants or warranties; or (c) Buyer's failure to comply with applicable Law as it relates to the Services or Goods.

## **14. REMEDIES.**

14.1. Without prejudice to any other right or remedy which Buyer may have at law or in equity, if any Goods or Services supplied do not conform with requirements of the Contract, including the quantity, Specifications, warranties, or the timely delivery of Goods or completion of Services, Buyer shall be entitled to avail itself of any one or more of the following remedies at its discretion, and whether or not any part of the Goods or Services have been accepted by Buyer: (a) revoke acceptance or reject the Goods or Services (in whole or in part) and receive full credit or refund of the portion of Price paid to date, including freight charges and taxes; (b) require Vendor to correct, re-perform or replace the Services or Goods; (c) correct the non-conformity itself; (d) obtain replacement Services or Goods from another source; (e) accept the deficient Services or Goods and receive a price adjustment for loss of value, (f) refuse further delivery of Goods or performance of Services; or (g) cancel the Contract in whole or in part.

14.2. Vendor shall reimburse Buyer for any and all costs incurred by Buyer in exercising any of the remedies set forth herein as well as for any additional costs, loss or expenses incurred by Buyer which are attributable to Vendor's failure to timely deliver Goods or complete Services that conform to the requirements of the Contract (collectively, "Remedial Costs"). Buyer, at its discretion, may offset Remedial Costs against any payments owing Vendor.

**14.3. EXCLUDING CLAIMS BASED ON INDEMNIFICATION, DATA BREACH, OR BREACH OF CONFIDENTIALITY, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY OR ITS AFFILIATES BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR ANY KIND OF CONSEQUENTIAL OR PUNITIVE**

**DAMAGE FOR ANY REASON OR UNDER ANY THEORY OF LIABILITY WHATSOEVER EXCEPT TO THE EXTENT SPECIFICALLY PROVIDED FOR HEREIN.**

## **15. CONFIDENTIALITY.**

All disclosures, drawings, specifications, technical or other proprietary information furnished to Vendor by Buyer or any of its Affiliates (the "Information"), are the sole property of Buyer or its Affiliates and are submitted in confidence. Vendor agrees that it shall not disclose Information to any third party and shall not use any Information for any purpose except fulfillment of its obligations under the Contract. Information shall be returned by Vendor immediately upon request for same. This obligation of confidentiality shall not apply to information that is in the public domain, independently developed or received from third parties, or required to be disclosed by law, regulation, process or procedure.

## **16. BUYER'S PROPERTIES.**

16.1. Vendor acknowledges and shall advise its subcontractors that the Properties upon or around which Services shall be performed or Goods delivered, contain inherent risks and hazards. If Vendor (including its subcontractors) accesses the Properties, such access is done so voluntarily and Vendor assumes all risks of loss, damage, costs or injury that may be sustained by Vendor, its subcontractors, or Vendor Equipment in or on the Properties and Vendor waives any claims whatsoever based upon the condition of the Properties and existing improvements thereon, other than latent defects not reasonably discoverable by an experienced contractor. Buyer expressly disclaims any warranties, expressed or implied, as to the suitability of the Properties for receipt of Services or Goods or the suitability of drawings, specifications or other documents, data or surveys provided to Vendor for their intended purpose, unless specifically set forth in writing by Buyer.

16.2. If a claim of lien (a "Claim") is filed against any Properties arising from the Services or Goods, Vendor will, within ten (10) days from Vendor's receipt of notice of the Claim, cause the Claim to be either satisfied or transferred to a bond. If any Claims are not cleared of record within said ten (10) days, Buyer may satisfy or bond-off such Claim at Vendor's cost and off-set such cost against any amounts due Vendor under the Contract, without prejudice to Buyer's other rights and remedies hereunder.

## **17. TERMINATION.**

17.1. If Vendor is in material breach of this Contract and such breach is not cured by Vendor within ten (10) days of receipt of written notice thereof, then Buyer may terminate the Contract. In such case, Vendor shall not be entitled to receive any further payment under the Contract.

17.2. Buyer may terminate the Contract at any time, without cause, for convenience by giving Vendor at least ten (10) days' prior written notice. In such event, Buyer shall pay Vendor (a) for all Services properly completed up to the date of termination (which is not cancelable or recoverable); and (b) as to Custom Made Goods, Vendor's out-of-pocket materials and labor charges and a proportionate share of Vendor's profit it would have derived from the sale to Buyer. There shall be no charge to Buyer for the termination of the Contract pertaining to

Stock Goods; however, any return of Stock Goods already delivered shall be at Buyer's expense. "Custom Made Goods" means Goods which are unique, non-stock items, manufactured to Buyer's particular specifications and which cannot be readily sold to a third party or otherwise utilized by Vendor. "Stock Goods" are Goods which are stock items, and not manufactured to Buyer's specifications and which can be resold to a third part or otherwise utilized by Vendor.

17.3. Upon termination of the Contract, (a) all prior payments not subject to refund pursuant to Section 14 shall be applied to the amounts due hereunder; (b) in no event shall the total payments due to Vendor exceed the Price; (c) any excess amounts paid by Buyer to Vendor shall be immediately returned to Buyer; (d) Vendor shall fully cooperate with Buyer in (i) protecting and preserving all work in place, (ii) transferring all building permits or other approvals to the name of Buyer or the successor general contractor, and (iii) otherwise generally cooperate with Buyer to ensure timely and lien-free completion of all Services; and (e) Vendor shall deliver to Buyer all Goods for which Buyer has made payment.

#### **18. PERSONAL DATA PRIVACY AND PROTECTION.**

The "Personal Data Privacy and Protection Clauses for Vendor Contracts" (the "Personal Data Clauses") located on Buyer's website ([www.tellusproducts.com](http://www.tellusproducts.com)) are incorporated herein to the extent applicable to Services or Goods and Vendor shall complete Annex 1 and 2.

#### **19. MISCELLANEOUS.**

19.1. The Contract is non-exclusive and, in the absence of a Signed Agreement, is the complete understanding between Vendor and Buyer with respect to the subject matter hereof and supersedes any other understandings with regard thereto. No purported amendment, modification or waiver of any provision of the Contract shall be binding on Buyer unless set forth in a written document signed by Buyer. If any documents of Vendor attached or referred to in the Contract contain Vendor's terms and conditions of sale or otherwise attempt to limit Buyer's rights or remedies, such terms and conditions shall not be considered part of the Contract.

19.2. Any party's failure to enforce any provision of the Contract shall not constitute a waiver of that provision, nor prejudice the right of that party to enforce the provisions at any subsequent time. The rights and remedies set forth in the Contract to a non-defaulting party are cumulative, and the exercise of one of such rights or remedies shall not operate to bar the exercise of any other rights and remedies provided to a non-defaulting party under the Contract or at law or in equity.

19.3. The Contract may not be assigned or transferred to any other person or entity without the express, prior, and written consent of Buyer.

19.4. If any provision of the Contract is held to be unenforceable by the final order of any court of competent jurisdiction, such provision shall be severed here from and shall not affect the interpretation or enforceability of remaining provisions hereof.

19.5. Vendor shall not advertise, publicly announce or provide to any other party information relating to the existence of this Contract or use the name of Buyer or its Affiliates or any of their trademarks or logos in any

format for any promotion, publicity, marketing or advertising purpose, without Buyer's prior written consent.

19.6. Time is of the essence in Vendor's performance of its obligations hereunder, including the timely completion of Services and delivery of Goods.

19.7. The Contract is deemed as having been entered into and shall be construed and enforced in accordance with the laws of the State of Florida without reference to the choice of law principles thereof. The parties agree to submit to the exclusive jurisdiction of the state and federal courts of Palm Beach County, Florida and nowhere else.

19.8. The prevailing party in any action brought to interpret or enforce the Contract shall be entitled to recover from the non-prevailing party the reasonable attorneys' fees, costs and expenses incurred by the prevailing party in such action.

19.9. Vendor shall (a) comply with all Law in its country or countries applicable to Services rendered or Goods sold, including those concerning the environment, anti-bribery or corruption laws, employee rights to freedom of association, wages, benefits, work hours, and as applicable, the provisions set forth in 29 CFR Part 470 and Executive Order clauses as referenced in E.O. No. 11246, the Rehabilitation Act and the Vietnam Veterans Era Readjustment Assistance Act, and E.O. No. 13496 notification of employee rights under federal labor laws (29 CFR Part 471, Appendix A to Subpart A.); (b) provide employees with a safe and sanitary workplace that includes appropriate controls and protective equipment; (c) follow non-discrimination practices in regard to gender, race, age, national origin, disability, citizenship, veteran status, marital status, sexual orientation, or religious beliefs and provide a workplace free from harassment; (d) refrain from paying or accepting bribes or kickbacks; (e) minimize operational impact to air, water, soil, and surrounding areas; and (f) require Vendor's subcontractors and suppliers to adhere to the same requirements as set forth above. Vendor certifies that it complies with all Law regarding forced labor, child labor, slavery and human trafficking and requires its vendors and subcontractors to adhere to the same requirements.

19.10. Vendor and its subcontractors shall cooperate with any audit conducted by or on behalf of Buyer to confirm that Services are provided and Goods are produced without reliance on child labor, slave labor or human trafficking. Upon request, Vendor shall (a) provide any and all information, documents and certifications reasonably required by Buyer to substantiate its compliance with Sections 19.09 and 19.10 herein and (b) implement reasonable due diligence protocols, standards and procedures in its supply chain as are necessary to comply with its obligations herein.

**19.11. Vendor and its subcontractors will abide by the requirements of 41 CFR SS 60-300.5 (a) and 60-741-5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.**

19.12. The Contract does not create a partnership or joint venture between the parties. The relationship of Vendor to Buyer is that of an independent contractor. Vendor has no right or authorization, express or implied, to assume or create any obligation on behalf of Buyer.

19.13. Those provisions of the Contract which by their nature are intended to survive the making of the final payment or any termination of an Order or the Contract shall so survive, including Sections 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15.

19.14. "Affiliate" means any Person that controls, is controlled by or is under common control with a Buyer or Vendor, respectively. The term "control" means the ownership, directly or indirectly, of fifty percent or more of the voting stock or equity interest of the subject Person.

"Person" means any natural person, corporation, unincorporated organization, partnership, association, joint stock Buyer, joint venture, trust or government, or any agency or political subdivision of any government, or any other entity. Affiliates are intended third party beneficiaries of the Contract.

19.15. All notices to the parties under the Contract (not including invoices) shall be in writing and sent to the mailing address set forth in the Order.