

## **Corporate Purchasing Terms and Conditions**

### **1.0 PURCHASE AND SALE OF PRODUCTS**

**1.1** Supplier agrees to manufacture, assemble, procure, test, package, ship, and sell to Carlo Gavazzi Computing Solutions Inc to be referred to as “CGCS”, and CGCS agrees to purchase from Supplier the Products in the manner specified.

**1.2** All Products will conform to the standards and specifications set forth in the applicable PO. All purchases of Products by CGCS from Supplier will be made by CGCS’ issuance of a purchase order to Supplier. CGCS’ Procurement organization will be the only department within CGCS which is authorized to issue purchase orders hereunder. All purchases of Products will be solely pursuant to: (i) this Agreement; (ii) the terms regarding the types, revision level, CGCS part number, quantities, special packaging instructions, if any, delivery dates, and delivery destinations set forth in each such purchase order.

### **2.0 INTELLECTUAL PROPERTY OWNERSHIP**

**2.1** Noncompetition. Supplier will not develop another product similar to the Custom Products specified by Carlo Gavazzi and will not use the code or specific customizations developed for CGCS in any other product or project or for any other customer at any time.

### **3.0 DELIVERY AND RELATED MATTERS**

**3.1** Forecasts. CGCS may from time to time provide Supplier with a forecast of CGCS’ estimated supply requirements for each Product. The forecast is nonbinding. CGCS does not guarantee that it will purchase such estimated quantities of Products, and CGCS will have no liability for changes to the forecast.

**3.2** Delivery. Supplier’s shipments will strictly conform to the quantities and delivery schedules on each applicable purchase order. Time is of the essence, and Supplier will accept and deliver all purchase orders within the delivery lead time for such Product as specified on the PO. Products delivered within a time frame of three (3) days early and zero (0) days late will be deemed on time deliveries. CGCS may refuse acceptance of any quantity of Products in excess of ordered quantities and any deliveries outside of the on time delivery window.

**3.3** Late Shipments. If Supplier is not able to meet the delivery date for the Products specified on the purchase order, due to factors under the supplier’s direct control, Supplier will immediately notify CGCS in writing and include the reasons therefore. In such event, Supplier will either ship the Products on an expedited basis or offer and deliver a substitute product which is acceptable to CGCS. Supplier will pay all reasonably substantiated costs in excess of those that would have been

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incurred by CGCS had Supplier performed according to the instructions from CGCS regarding Supplier's expedited shipments or substitute products. If CGCS must use alternate sources to satisfy its supply requirements because of Supplier's failure to perform in accordance with this Agreement, then Supplier will be responsible for all reasonably substantiated costs in excess of those CGCS would have otherwise incurred had Supplier performed.

**3.4** Rescheduling. All purchase orders may be rescheduled by CGCS at any time upon written notice to Supplier. CGCS may have unlimited reschedules. CGCS may reschedule delivery dates and/or quantities for any purchase order line item, provided any rescheduled delivery date falls within 270 days of the original scheduled delivery date.

**3.5** Cancellation. CGCS may cancel any purchase orders for a specific Product or Products, in whole/or in part, by written notice to Supplier. In the event of cancellation, CGCS will be liable for the products cancelled to the extent provided in 3.6.

**3.6** Cancellation Obligation: Upon any cancellation pursuant to Section 3.5, CGCS' liability for cancelled products shall be limited to: the quantity of finished goods, work in process and raw material needed to support six weeks of forecast or backlog (but only to the extent of such items were purchased at lead time) , plus any excess materials purchased due to minimum order quantity requirements imposed by the part supplier. CGCS' liability for such finished goods, work in process, and raw materials will be the sum of the component purchase price actually paid by the Supplier plus 4%. As a condition precedent to CGCS' obligation to the Supplier under this Section 3.6, Supplier shall provide documentation of CGCS' cancellation obligation liability satisfactory to CGCS, which may include an excess inventory spreadsheet, last purchase orders to part suppliers, invoices and payment records, etc. Supplier shall ship the finished goods, work in process, and raw materials that CGCS is liable for pursuant to this section 3.6, on a purchase order provided by CGCS.

**3.7** Packing and Shipping. Supplier will package, pack, mark, and ship the Products for delivery in accordance with CGCS' packaging, marking, and preferred carrier routing instructions, and otherwise in a manner designed to withstand transportation without damage. A complete packing list, including the CGCS order number, the type of Product, the CGCS part number, the quantity shipped, the remaining quantity to be shipped under the referenced order, and the version or revision level, will be enclosed with each shipment.

**3.8** Title and Risk of Loss. Unless otherwise specified on CGCS' purchase order, Products will be delivered FCA (Inco terms 2000) Supplier's facility, and title to and risk of loss of the Products will pass to CGCS upon delivery of the Products to the carrier.

## 4.0 NAFTA AND DUTY DRAWBACK

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**4.1** General. Supplier will have knowledge of and comply with government laws, regulations, and requirements on importing and exporting. CGCS will not be responsible for fines, penalties, or damages resulting from action taken by any government or private party against CGCS because of the failure of Supplier to comply with laws, regulations, or requirements. Supplier will indemnify CGCS for: (1) fines, penalties, damages, and any other costs (including attorney's fees) associated with Supplier's failure to comply with laws, regulations, or requirements; and (2) payments made voluntarily to or pursuant to an agreement with any government or private party associated with Supplier's failure to comply with laws, regulations, or requirements, or with CGCS' reliance on Supplier's representations concerning, among other issues, NAFTA and duty drawback.

**4.2** NAFTA. Supplier will provide CGCS, upon request, complete and properly executed North American Free Trade Agreement ("NAFTA") Certificates of Origin for Products subject to this Agreement which qualify under the NAFTA preference rules of origin. Supplier will maintain and provide within ten (10) business days of CGCS' request all records necessary to support the NAFTA status of the Products included in the Certificates. Supplier will notify CGCS within five (5) business days of any change that could affect the accuracy or validity of the Certificates.

**4.3** Duty Drawback. Supplier will provide within ten (10) business days of CGCS' request all documents necessary to file and complete drawback claims, including, but not limited to, entry summaries, liquidation/reliquidation notices, certificates of delivery, and certificates of manufacture and delivery. Supplier will maintain all drawback documents provided to CGCS. Supplier will also maintain and provide within twenty (20) days of CGCS' request other records or documents required pursuant to the U.S. Customs regulations to support drawback claims. Supplier will notify CGCS within five (5) business days of any change that could affect the accuracy or validity of drawback documents previously provided to CGCS.

### **5.0 PRODUCT AND MANUFACTURING CHANGES**

**5.1** Standard Products. Supplier may change Products that have not been customized for CGCS. Supplier will give CGCS ninety (90) days written notice prior to implementing the change. If CGCS does not want to purchase the changed Product, CGCS may elect to either: (i) make a last time purchase of the unchanged Product and schedule deliveries of the last time purchase quantity over twelve (12) months after the last time buy date; or (ii) discuss with Supplier the possibility of Supplier continuing to manufacture the existing Product as a Custom Product, subject to mutually agreeable terms.

**5.2** Custom Products. For Custom Products, Supplier will not change the Custom Products without prior written authorization from CGCS. In the event Supplier requests a change to such Custom Product, Supplier will submit a written request to CGCS. CGCS will review the request

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and respond with a notice of approval or disapproval within thirty (30) days of receipt of Supplier's requested change. CGCS will not unreasonably disapprove of a change requested in order to comply with safety or regulatory requirements. Changes will not be implemented until the parties have agreed upon and documented the cost allocation and the impact on Custom Product price, if any. If the Supplier requested change results in a cost reduction, the Custom Product price will be adjusted such that the parties share the benefit of such cost reduction.

**5.3** Changes Initiated by CGCS. CGCS may request a change to any Product by giving written notice to Supplier. Supplier will review the requested change to determine the technical feasibility, to estimate the cost of implementing the change, and to understand the impact of the change on Product price, delivery schedule, and existing inventory quantities. Supplier will provide this information and an implementation schedule to CGCS within five (5) business days after receiving CGCS' change request. Changes will not be implemented until the parties have agreed upon and documented the cost allocation and impact on Product price, if any.

**5.4** Manufacturing Changes. Supplier may modify the Product manufacturing process at its discretion and will notify CGCS of any major changes to the manufacturing process. Supplier must obtain CGCS' written approval prior to changing the Product manufacturing location.

**5.5** Subcontracting. Supplier will provide CGCS a list of all subcontractors involved in the manufacture of the Products. Supplier will not transfer the manufacture of the Products or any part thereof to another subcontractor without CGCS prior written consent. Supplier will always remain responsible for the performance of its subcontractors.

### **6.0 PRODUCT DISCONTINUANCE (END OF LIFE)**

**6.1** Supplier will give CGCS at least twelve (12) months notice of discontinuance and the opportunity to make a last time purchase of the Product prior to discontinuing manufacture. CGCS may schedule deliveries of the last time buy quantity over the twelve (12) month period after the date Supplier discontinues manufacturing the Product.

### **7.0 INSPECTION AND ACCEPTANCE**

**7.1** The Products are subject to inspection and/or test by CGCS or its agent to the extent practical at all times and places, including the period of manufacturing and, in any event, prior to final acceptance. Supplier agrees to permit access to its facilities at all reasonable times for inspection of Products by CGCS' employees or agents and will provide all tools, facilities, and reasonable assistance necessary for such inspection at no additional cost to CGCS. All Products will be received subject to CGCS' final inspection and acceptance within a reasonable time after delivery. Defective Products or Products that do not meet the specifications or otherwise do not

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conform to the requirements of this Agreement may be held for Supplier's instructions and at Supplier's risk and expense, and if Supplier so directs will be returned to Supplier at Supplier's expense. No Products returned as defective will be replaced without a new purchase order from CGCS. Payment for Products will not constitute acceptance of such Products, nor will acceptance remove Supplier's responsibility for any defects or noncompliance with this Agreement. No inspection or tests, delay, or failure to inspect or test will be construed to result in any acceptance of any Products.

**7.2** CGCS may reject, refuse, refuse acceptance, or revoke acceptance of any Products or any tender thereof which does not strictly comply with the requirements of this Agreement and the applicable purchase order. CGCS will notify Supplier of such rejection, refusal, or revocation. Supplier shall correct the noncompliance within a reasonable time prescribed by CGCS. If Supplier fails, refuses, or indicates its inability or unwillingness to so correct the noncompliance, CGCS may: (i) retain any or all of such Products; or (ii) return any or all such Products with or without direction to Supplier for reimbursement, credit, or replacement, at CGCS' option. Supplier agrees to pay or reimburse CGCS for invoice costs, delivery costs, the cost of return shipment, labor, and other expenses incurred in sorting, inspecting, and packing Products for return.

### **8.0 PURCHASE PRICE AND PAYMENT**

**8.1** Purchase Price. The purchase price for each of the Products is specified in the PO. Unless otherwise specifically set forth in the PO, prices are stated in United States dollars and do not include shipping charges. If shipping charges are applicable, they will be separately stated on Supplier's invoice. Supplier warrants that the prices charged for the Products constitute the lowest prices charged by Supplier to its customers purchasing any of the Products in the same or smaller quantities as does CGCS. In the event that Supplier offers prices to any other customer more favorable than those set forth herein, Supplier at the same time will offer the more favorable prices to CGCS. Any increases to the purchase price of the Products must be mutually agreed upon and will be documented in a writing signed by both parties.

**8.2** Taxes. All applicable taxes, including but not limited to sales and use taxes, transaction privilege taxes, gross receipts taxes, and other charges such as duties, customs, tariffs, imposts, and government imposed surcharges shall be stated separately on Supplier's invoice. Supplier shall remit all such charges to the appropriate tax authority unless CGCS provides sufficient proof of tax exemption. In the event that CGCS is prohibited by law from remitting payments to Supplier unless CGCS deducts or withholds taxes there from and remits such taxes to the local taxing jurisdiction, then CGCS shall duly withhold such taxes and shall pay to Supplier the remaining net amount after the taxes have been withheld. CGCS shall not reimburse Supplier for the amount of such taxes withheld. When property is delivered and/or services are provided or the benefit of services occurs within jurisdictions in which Supplier collection and remittance of taxes is required by law, Supplier

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shall have sole responsibility for payment of said taxes to the appropriate tax authorities. In the event Supplier does not collect tax from CGCS, and is subsequently audited by any tax authority, liability of CGCS will be limited to the tax assessment, with no reimbursement for penalty or interest charges. Each party is responsible for its own respective income taxes or taxes based upon gross revenues, including but not limited to business and occupation taxes.

**8.3 Invoicing and Payment.** Supplier will invoice CGCS for each shipment of Products on the date that Supplier makes the shipment to CGCS. Each invoice will contain the following information: CGCS' order number, CGCS' part number, a description of the Products delivered, the revision level of the Products, quantities, and unit prices. The total purchase price for each shipment will be due and payable net forty-five (45) days after CGCS receives Supplier's correct invoice with respect to that shipment. CGCS will be entitled to a two percent (2%) discount if CGCS pays within ten (10) days after its receipt of the invoice.

### **9.0 TOOLING**

**9.1** If CGCS provides or pays for tooling needed to manufacture the Products the Supplier will use the tooling only for the purposes of manufacturing Products for CGCS under this Agreement.

### **10.0 QUALITY**

**10.1** Supplier will maintain a comprehensive process and quality control program. The quality control program will be part of a quality management system that supports the ISO 9000 or similar standard. Supplier will maintain quality records in accordance with such standard. CGCS and/or CGCS' agent may conduct audits of Supplier's facility, records, and operations to verify compliance with such quality management system.

**10.2** Supplier will control its processes and will inspect the Products as necessary to ensure that all Products conform to the agreed upon specifications and are free from defects in material and workmanship. CGCS and Supplier will agree on quality metrics for functional and visual mechanical defects on delivered Products. CGCS and/or CGCS' representative may perform reasonable inspection of the Products at Supplier's source site.

**10.3** CGCS may inspect the Products upon receipt and may notify Supplier of any defects detected. If CGCS rejects Products, CGCS will have the remedies set forth in Section 7.2. Acceptance of Products not meeting quality specifications will not constitute a waiver of Supplier's obligations or preclude CGCS from exercising any of its rights.

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**10.4** If CGCS returns defective Product, Supplier will, within ten (10) business days of receiving the returned Product, provide CGCS with a failure analysis report for Product found to be defective.

**10.5** Supplier will have a detailed archive and disaster recovery plan, which will define the actions Supplier will take to archive documents and to resume production of the Products as soon as possible after damage to or destruction of Supplier's factory or other facilities, or machinery, personnel, software, documentation, and/or supply management. The disaster recover plan will also include alternative processes for resuming production of the Products by opening an alternative facility or setting up the necessary equipment and assembly lines in an existing factory of Supplier. Should a disaster occur, Supplier agrees to promptly implement the steps detailed in the disaster recovery plan to the full extent and to take all other necessary measures to resume its performance under this Agreement in the shortest time possible.

### **11.0 WARRANTY**

**11.1** Supplier warrants that all mechanical elements will be free from defects in design, material, and workmanship and strictly conform to the applicable specifications, designs, drawings, samples or other descriptions furnished or supplied to CGCS and to all other requirements of this Agreement ("Product Warranty") for a period of three (3) years. Supplier warrants that all electrical elements will be free from defects in design, material, and workmanship; and strictly conform to the applicable specifications, designs, drawings, samples, or other descriptions furnished or supplied to CGCS and to all other requirements of this Agreement ("Product Warranty") for a period of one (1) year or manufacturer's Warranty whichever is greater.

**11.2** Supplier warrants that: (i) all Products purchased under this Agreement are new; (ii) Supplier has good title to the Products and has conveyed such good title to CGCS; (iii) the Products are free from all liens and encumbrances; (iv) the Products do not infringe any intellectual property rights of any third party; and (v) all Products furnished hereunder will be merchantable and will be fit for the purpose for which intended.

**11.3** The warranties contained in this Section 11 will be in addition to all other warranties, express, implied, or statutory. The warranties will survive any inspection, delivery, acceptance, payment, and expiration or earlier termination of this Agreement, and such warranties shall run to CGCS, its customers, its successors, and assigns.

**11.4** If any Product fails to satisfy the Product Warranty, whether or not resold or delivered by CGCS to a customer, CGCS will give written notice of such defective Product to Supplier and will return the defective Product to Supplier. At CGCS' option, Supplier will either promptly repair or replace the defective Product. Alternatively, CGCS may set off that portion of the purchase price

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attributable to the defective Product against current or future amounts owing to Supplier, or CGCS may require Supplier to credit any amounts owing from CGCS for that portion of the purchase price attributable to the defective Product. All costs associated with the return of Product to Supplier and the redelivery of conforming Product to CGCS for failure to satisfy the Product Warranty will be at Supplier's expense.

**11.5** At CGCS' election, CGCS may notify Supplier of nonconforming Products and rework such nonconforming Products to maintain CGCS' production flow and operations. In such event, Supplier will pay to CGCS the negotiated cost for all labor and material attributable to CGCS' rework.

**11.6** If it is necessary to recall or perform replacement in the field of any Products resold by CGCS due to Supplier's failure to comply with the Product Warranty, Supplier will bear the negotiated costs and expenses of such recall or replacement in the field.

### **12.0 CONFIDENTIALITY AND NONPUBLICITY**

**12.1** For purposes of this Agreement, "Confidential Information" will mean any and all information which has been disclosed to Supplier by CGCS or of which Supplier has become aware as a consequence of or through this Agreement relating to: (i) the total dollar volume of business transacted between CGCS and Supplier; (ii) the total number of units of each Product purchased by CGCS from Supplier or any other party; (iii) the component parts, products, or technology owned or licensed by CGCS; (iv) any specifications and customization information provided by or developed for CGCS; and (v) any other technical or business information designated as confidential, as such information may be communicated by CGCS to Supplier.

**12.2** Supplier will receive the Confidential Information and will: (i) hold the Confidential Information in trust and in the strictest confidence; (ii) protect the Confidential Information from disclosure; and (iii) not use, duplicate, reproduce, distribute, disclose, or otherwise disseminate the Confidential Information. Upon CGCS' request, Supplier will return to CGCS all confidential information delivered to Supplier or generated by Supplier pursuant to performance of this Agreement which has been identified as confidential information of CGCS.

**12.3** The obligations of Supplier under this Section will not apply or will cease to apply to information constituting a part of the Confidential Information which is already known to Supplier at the time it is disclosed to Supplier by CGCS, or which before being divulged by Supplier: (i) has become generally known to the public through no wrongful act of Supplier; (ii) has been rightfully received by Supplier from a third party without restriction on disclosure or breach of an obligation of confidentiality; or (iii) has been approved for release to the general public by written authorization of CGCS.

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**12.4** Supplier will not make any advertisement, news release, public announcement, denial, or confirmation regarding any aspect of this Agreement, the Products, or the program to which they pertain without CGCS' prior written approval.

### **13.0 OWNERSHIP AND CONTROL OF MARKS**

**13.1** Marks. CGCS may require Supplier to affix one or more of CGCS' trademarks or trade names (the "Marks") to the Products. The Marks will be applied only in accordance with CGCS' instructions and quality control guidelines. Supplier recognizes the value of the goodwill associated with the Marks and acknowledges that the Marks, and all rights therein, belong exclusively to CGCS.

**13.2** No License. This Agreement will not be construed as a grant of a license or an assignment to Supplier of any right, title and/or interest in and to the Marks. The Marks are and will remain the exclusive property of CGCS and at no time will Supplier acquire property rights or any interests therein.

### **14.0 INDEMNITY AND INSURANCE**

**14.1** Supplier agrees to indemnify and hold harmless CGCS, its affiliates, subsidiaries, successors, assigns, subcontractors, and customers against all suits at law or in equity and from all liabilities, damages, costs, losses, and expenses (including attorney's fees) arising from any actual or claimed infringement of patents, trademarks, service marks, trade names, copyrights, or other proprietary rights with respect to Products furnished hereunder by Supplier or arising from any actual or alleged misappropriation or wrongful use of any trade secret or confidential information involving any Products furnished hereunder by Supplier, and to settle or defend, at Supplier's expense, any suits based thereon. Supplier is relieved of such obligation to settle, defend, indemnify, and hold harmless to the extent the actual or claimed infringement is based upon Custom Products furnished to CGCS hereunder in compliance with detailed designs or written specifications supplied by CGCS.

**14.2** Supplier agrees to indemnify and hold harmless CGCS, its affiliates, subsidiaries, successors, assigns, subcontractors, and customers against all suits at law or in equity and from all liabilities, damages, costs, losses, and expenses (including attorney's fees) incurred by CGCS for injury to persons, including death, loss or damage to any property; and/or any other liability resulting from any acts or omissions of Supplier in the performance of this Agreement and/or from a defect in the Products.

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**14.3** Supplier will maintain in force adequate insurance covering its potential liability and will provide evidence of such insurance coverage upon request. Supplier will name CGCS as an additional insured.

### **15.0 FORCE MAJEURE**

**15.1** Neither party shall be responsible for its failure to perform due to causes beyond its reasonable control such as acts of God, fire, theft, war, riot, embargoes, or acts of civil or military authorities. If delivery of Products is to be delayed by such contingencies, Supplier will immediately notify CGCS in writing, and CGCS may either: (i) extend time of performance; or (ii) terminate all or part of the uncompleted portion of the affected purchase orders at no cost to CGCS.

### **16.0 GENERAL**

**16.1** Governing Law. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without reference to principles of conflict of laws. The United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement.

**16.2** Severability. In the event that any provision of this Agreement is found to be unenforceable or invalid under any applicable law or applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

**16.3** Remedies. CGCS' rights and remedies, whether conferred hereunder, or by any other instrument or law will be cumulative and may be exercised singularly or concurrently. CGCS will have the right to offset any amounts owed to it by Supplier under the provisions of this Agreement or any other transaction between the parties against any amounts owed by CGCS to Supplier.

**16.4** Limitation of Liability. CGCS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS OR REVENUES), WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR OTHERWISE.

**16.5** Waiver. All waivers must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

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**16.6** Assignment. Supplier may not assign its rights or delegate its obligations hereunder, either in whole or in part, whether by operation of law or otherwise, without the prior written consent of CGCS. Any attempted assignment or delegation without CGCS' written consent will be void. The rights and liabilities of the parties under this Agreement will bind and inure to the benefit of the parties' respective successors and permitted assigns. For purposes of this Section, a twenty percent (20%) or more change in control of Supplier shall constitute an assignment.

**16.7** Independent Contractors. Both parties will remain independent contractors with respect to all performance under this Agreement. Neither party will be considered an employee or agent of the other party for any purpose.

**16.8** Headings. Caption and section headings used in this Agreement are for convenience only and will not affect the meaning or interpretation of the Agreement.

**16.9** Survival. The following provisions of the Agreement will survive termination or expiration of the Agreement: 2 INTELLECTUAL PROPERTY OWNERSHIP, 8.2 TAXES, 11 WARRANTY, 12 CONFIDENTIALITY AND NONPUBLICITY, 14 INDEMNITY AND INSURANCE, and 16 GENERAL.

**16.10** Counterparts and Facsimile Signatures. This Agreement may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument.

**16.11** Notices. All notices, consents, and approvals under this Agreement must be delivered in writing by courier, by reputable delivery service (e.g., Federal Express), by facsimile (with confirmation of receipt by intended recipient), or by certified or registered mail (postage prepaid and return receipt requested), to the other party at the address set forth on CGCS PO, and will be effective upon receipt or five (5) business days after being deposited in the mail as required above, whichever occurs sooner. Either party may change its address by giving notice of the new address to the other party.

**16.12** Compliance with Law. Supplier will at all times comply with all applicable laws, rules, regulations, ordinances, orders, licenses, permits, and other requirements of any governmental authority now or hereafter in effect, including, but not limited to, all government equal opportunity regulations, executive orders, and civil rights laws, the policy of the government (Public Law 95-507) that small firms, and small firms owned and controlled by socially economically disadvantaged persons shall have the maximum practicable opportunity to participate in the performance of government contracts, Executive Order 12138 and OFPP Letter 80-4. Supplier shall furnish such documents as may be required to effect or evidence such compliance.

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**16.13 Export.** Supplier will notify CGCS of any export restrictions that may apply to the Products provided to CGCS under this Agreement. Supplier will provide CGCS, upon request, with all information necessary to accurately classify the Products under any applicable export regulations. Supplier will comply with all relevant United States export control laws, including, but not limited to, the rules and regulations of the Bureau of Industry and Security (“BIS”) of the US Department of Commerce and the Office of Foreign Asset Control (“OFAC”) of the US Department of the Treasury. Such compliance includes, but it not limited to, Supplier’s refraining from the export, either directly or indirectly, of any information or products provided by CGCS without first obtaining any required license or other approval from BIS or from any other agency or department of the United States Government.

**16.14 Entire Agreement; Modifications.** This Agreement constitutes the agreement between the parties regarding the subject hereof and supersedes all prior oral or contemporaneous agreements, understandings, and communication, whether written or oral with respect to the subject matter hereof. This Agreement is limited to the terms and conditions contained in this Agreement as amended or supplemented by any purchase order issued by CGCS. The terms of this Agreement may not be altered or modified, except pursuant to a writing specifically referencing this Agreement and signed by an authorized representative of both parties. Acceptance of a PO from CGCS is deemed agreement with all terms and conditions set forth.

**16.15 Records.** Supplier will maintain complete and accurate records of the Products and services provided under this Agreement for a period of five (5) years after completion. Records relating to the performance of this Agreement will be made available to CGCS upon reasonable notice to Supplier.