

1. ACCEPTANCE: ENTIRE AGREEMENT; MODIFICATION

These terms and conditions and the documents referred to herein, if any, govern all Purchase Orders ("Orders") issued by Heraeus Covantics Denmark ApS ("Company"). Fulfillment of any part of an Order, or any other conduct by Supplier which recognizes the existence of a contract pertaining to the subject matter of such Order, shall constitute acceptance by Supplier of such Order and all of the terms and conditions included or referenced on herein (the "Contract Terms"). Company objects to any terms proposed in Supplier's proposal, sales note, acknowledgment or other form of acceptance of Company's offer which add to, vary from, or conflict with the Contract Terms. Any such proposed terms shall be void and the Contract Terms constitute the complete and exclusive statement of the terms and conditions between Company and Supplier. The Contract Terms may be modified only by a written instrument executed by authorized representatives of both Supplier and Company.

2. ASSIGNMENT

Supplier shall not assign any right or interest under this Agreement (excepting solely for moneys due or to become due) or delegate or subcontract any obligation under this Agreement without the prior written consent of Company.

3. ASSIGNMENT OF WORK PRODUCT TO COMPANY

All work product developed by Supplier in connection with its performance under this Agreement, including (but not limited to) computer files, concepts, ideas, designs, discoveries, drawings, inventions, models, plans, programming, schedules, specifications, technical documentation, software, or source code ("Work Product") are Company's property as of the time of creation and all right, title and interest, including (without limitation) copyright interest, shall belong exclusively to Company. Supplier will at Company's request execute and deliver such documents as in Company's opinion may be necessary, proper, appropriate, convenient or expedient to protect, register, enforce or evidence further Company's ownership of such Work Product.

4. CHANGES

Company may at any time, by written Purchase Order Change, suspend performance in whole or in part, make changes in drawings, designs, specifications, method of shipment or packing, or time or place of delivery or require additional or diminished work. If any such change causes an increase or decrease in the cost of, or the time required for performance of this Order, an equitable adjustment shall be made in the contract price or delivery dates or both, and this Order shall be modified in writing accordingly.

5. CHOICE OF LAW

Any dispute arising out of or in connection with this Order and all transactions under it shall be settled exclusively by the laws of Denmark (excluding its choice of laws rules and excluding the U.N. Convention for the international Sale of Goods). Supplier agrees to submit to the jurisdiction of any court wherein an action is commenced against Company based on a claim for which Supplier has agreed to indemnify Company under this Agreement. With respect to disputes between the parties, the parties agree to submit to the jurisdiction of Brøndby, Denmark.

6. COMPLIANCE WITH LAWS

Supplier shall comply with all laws and regulations ("Laws") applicable in any jurisdiction in which any materials or services are produced for, or delivered or provided to Company. Such Laws include, but are not limited to, those related to export and import of the goods and compliance with anti-bribery Laws. Supplier shall provide to Company, at its request, all information and documentation necessary for the import or export of the materials purchased under this Agreement.

7. CONFLICT METALS

Supplier hereby warrants to Company that, except as expressly stated elsewhere in this Agreement, all goods and services furnished by Supplier as described in this Agreement do not contain any Conflict Metals. "Conflict Metals" means columbite-tantalite (coltan), cassiterite, gold (Au), wolframite or their derivatives which are limited to tantalum (Ta), tin (Sn) and tungsten (W), which are, or are derived from, ores mined in the Democratic Republic of the Congo or an adjoining country such as Rwanda, Burundi, or Uganda as determined from time to time by the U.S. government. If Supplier becomes aware or has reason to suspect that it has furnished Conflict Metals to Company, either directly or contained within the goods and services furnished by Supplier, Supplier immediately shall notify Company and replace, at Supplier's expense, such Conflict Metals (including materials which contain Conflict Metals) with Company-approved items that conform to the requirements of this Agreement and the original applicable Order. Supplier shall be solely liable for all costs related to the replacement of Conflict Metals (including materials which contain Conflict Metals) and any testing or validation necessitated by the installation of items after Conflict Metals have been replaced. Supplier shall flow down the requirements of this Section to its suppliers and subcontractors at any tier for performance under this Agreement.

8. CONTRACTUAL PENALTIES

In the event that Supplier defaults in the timely performance of its duty to deliver/provide a service, Company may claim a contractual penalty at the rate of 0.5 % of the aggregate order value for each commenced calendar week of Supplier's default, but no more than 5 % of the aggregate order value. This shall not apply if Supplier furnishes valid proof that the default was caused by reasons beyond Supplier's control. The contractual penalty shall be incurred as soon as Supplier defaults in delivery. The contractual penalty is immediately due for payment. Company may assert the contractual penalty in addition to its claim for performance of Supplier's duty to deliver. If Company accepts Supplier's delayed performance, Company may claim the contractual penalty nevertheless even if it has not expressly reserved this right at the time of receipt of delivery. Company shall declare the reservation of its right to assert the contractual penalty no later than at the time of its final payment of the delivery concerned. This declaration may be given on a printed form. The assertion of any further damage by Company shall not be excluded, but the contractual penalty shall be set off against any such further damage.

9. CORPORATE SOCIAL RESPONSIBILITY Code of Conduct

Supplier has reviewed Company's Corporate Social Responsibility Policy located on Company's website at www.heraeus.com/media/media/group/doc_group/supplier_1/Englisch_Verhalt_enskodex_fuer_Lieferanten.pdf and shall comply with the principles stated in that policy.

[enskodex_fuer_Lieferanten.pdf](http://www.heraeus.com/media/media/group/doc_group/supplier_1/Englisch_Verhalt_enskodex_fuer_Lieferanten.pdf) and shall comply with the principles stated in that policy.

10. COUNTERFEIT PARTS

10.1 For purposes of this clause, "Work" consists of those parts delivered under this Agreement that are the lowest level of separately identifiable items (e.g., articles, components, goods, and assemblies). "Counterfeit Work" means Work that is or contains items misrepresented as having been designed and/or produced under an approved system or other acceptable method. The term also includes approved Work that has reached a design life limit or has been damaged beyond possible repair, but is altered and misrepresented as acceptable.

10.2 Supplier shall not deliver Counterfeit Work to Company under this Contract.

10.3 Supplier shall only purchase products to be delivered or incorporated as Work to Company directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM) or through an OCM/OEM authorized distributor chain. Work shall not be acquired from independent distributors or brokers unless approved in advance in writing by Company.

10.4 Supplier shall immediately notify Company with the pertinent facts if Supplier becomes aware or suspects that it has furnished Counterfeit Work. When requested by Company, Supplier shall provide OCM/OEM documentation that authenticates traceability of the affected items to the applicable OCM/OEM.

10.5 This clause applies in addition to any quality provision, specification, statement of work or other provision included in this Agreement addressing the authenticity of Work. To the extent such provisions conflict with this clause, this clause prevails.

10.6 In the event that Work delivered under this Agreement constitutes or includes Counterfeit Work, Supplier shall, at its expense, promptly replace such Counterfeit Work with genuine Work conforming to the requirements of this Agreement. Notwithstanding any other provision in this Agreement, Supplier shall be liable for all costs relating to the removal and replacement of Counterfeit Work, including without limitation Company's costs of removing Counterfeit Work, of installing replacement Work and of any testing necessitated by the reinstallation of Work after Counterfeit Work has been exchanged. The remedies contained in this paragraph are in addition to any remedies Company may have at law, equity or under other provisions of this Agreement.

10.7 Supplier shall include Sections 10.1 through 10.5 and this Section 10.7 or equivalent provisions in lower tier subcontracts for the delivery of items that will be included in or furnished as Work to Company.

11. DUTY DRAWBACK RIGHTS

Company specifically reserves to itself all rights to export credits, custom duty drawback, remissions or taxes paid ("Duty Drawback") on materials purchased for manufacture or production of the goods or services subject to this Order. Supplier shall reasonably cooperate with any Company efforts to obtain Duty Drawback, including without limitation supplying any information or data reasonably requested by Company.

12. EH&S REQUIREMENTS

Supplier shall comply with Company's Environmental, Health and Safety ("EH&S") requirements, which are set forth on Company's website at http://www.heraeus.com/media/media/group/doc_group/supplier_1/Englisch_Verhalt_enskodex_fuer_Lieferanten.pdf and shall provide these requirements to Supplier in hard copy upon Supplier's request. Supplier and all persons furnished by Supplier shall comply at their own expense with all applicable EH&S laws, ordinances, regulations and codes, including the identification and procurement of required permits, certificates, licenses, insurance, approvals and inspections in performance under this Order. Hazardous supplies must be marked by Supplier with international symbol(s) and display the name of the material in English. Supplier shall observe all requirements applicable in the country or state where Company is located, relating to the packing, labeling and carriage of hazardous supplies. Supplier hereby warrants to Company that, except as expressly stated elsewhere in this Order all material furnished by Supplier as described in this Order is safe for its foreseeable use, is not defined as a hazardous or toxic substance or material under applicable federal, state, or local law, ordinance, rule, regulation or order, including but not limited to RoHS Directive 2011/65/EU, the WEEE Directive 2012/19/EU, and the REACH Directive EC/1907/2006 (hereinafter collectively referred to as "law" or "laws"), and presents no abnormal hazards to persons or the environment. Supplier also warrants that it has no knowledge of any federal, state, or local law that prohibits the disposal of the material as normal refuse without special precautions except as expressly stated elsewhere in this Order. Supplier further warrants that all material furnished by Supplier complies with all use restrictions, labeling requirements and all other health and safety requirements imposed under federal, state, or local laws.

13. FORCE MAJEURE

Except for payment due, neither party shall be held responsible for any delay or failure in performance of any part of this Order to the extent such delay or failure is caused by fire, flood, civil, governmental or military authority, act of God, or other similar causes beyond its control and without the fault or negligence of the delayed or non-performing party or its subcontractors.

14. IDENTIFICATION

Supplier shall not, without Company's prior written consent, make public use of any trade name, trademark, logo, or any other designation or drawing of Company ("Identification") in any circumstances related to this Order. Supplier shall remove or obliterate any Identification prior to any use or disposition of any material rejected or not purchased by Company.

15. INDEMNITY

Supplier agrees to indemnify, defend (at Company's request) and hold harmless Company, its affiliates, and their customers, employees, and management, (all referred to in this clause as "Company") for, from and against any losses, damages, claims, fines, penalties and expenses (including reasonable attorney's fees) that arise out of or result from: (a) injuries or death to persons or damage to property, including theft, in any way arising out of or caused by the work or services performed by, or material provided by Supplier or persons furnished by Supplier except to the extent caused by the negligence or willful misconduct of Company; (b) assertions under Workers' Compensation or similar acts made by persons furnished by Supplier; or (c) failure of Supplier to perform its obligations under this Order.

16. LIM ITATION OF LIABILITY

Company shall not be liable to Supplier or any third party for any incidental, indirect, special or consequential damages arising out of or in connection with this, or any other, Order, whether or not Supplier was advised of the possibility of such damages.

17. INDEPENDENT CONTRACTOR- NO AGENCY

Each party to this Order is an independent contractor and not an agent of the other.

18. INFRINGEMENT

Supplier shall indemnify, defend (at Company's request), and save harmless Company, its affiliates and their customers, officers, directors, employees (all referred to in this clause as "Company") for, from and against losses, damages, liabilities, fines, penalties, and expenses (including reasonable attorneys' fees) that arise out of or result from any and all claims (a) of infringement of any patent, copyright, trademark or trade secret right, or other intellectual property right, private right, or any other proprietary or personal interest, and (b) related by circumstances to the existence of this Order or performance under or in contemplation of it, except to the extent due to the fault of Company.

19. INSPECTION

19.1 All items covered by this Order may be inspected and tested by Company, its customers, higher tier contractors and the U.S. Government, all at reasonable times and places, including (but not limited to) Supplier's place of manufacture. Supplier shall provide, without additional charge, all reasonable facilities and assistance for such inspections and tests.

19.2 Supplier shall use an inspection system accepted by Company in writing. All inspection records relating to items covered by this Order shall be available to Company during the performance of this Order and for such longer periods as specified by Company in its acceptance of the inspection system.

19.3 No inspection (including source inspection), tests, approval (including design approval), or acceptance of items ordered shall relieve Supplier from responsibility for defects or other failures to meet the requirements of this Order. Rights granted to Company in this Section are in addition to any other rights or remedies provided elsewhere in this Order or in law.

19.4 Final inspection and acceptance shall be at destination unless otherwise specified in this Order. Company has the right to reject non-conforming goods and receive a full refund for such rejected goods, including the cost of transportation. Company's inspection or failure to inspect shall not constitute acceptance of the goods.

20. INSURANCE

Supplier shall maintain and cause Supplier's subcontractors to maintain during the term of this Order: (a) Workers' Compensation insurance as or its equivalent prescribed by the law of the state or nation in which the work is performed; (b) Employers Liability with limits of the equivalent in DKK of \$1,000,000 USD each accident, the equivalent in DKK of \$1,000,000 USD by Disease each employee, the equivalent in DKK of \$1,000,000 USD by Disease Aggregate, and UK Employers Liability limits of 10,000,000 GBP for suppliers domiciled in the UK. This coverage shall include a waiver of subrogation in favor of Company. This Employers Liability requirement can be included as pan of a Public Liability (General Liability) policy and evidenced accordingly as available in the Supplier's country of domicile; (c) automobile liability insurance if the use of motor vehicles is required, with limits of at least the equivalent in DKK of \$1,000,000 USD combined single limit for bodily injury and property damage per occurrence; (d) Commercial Public Liability (General Liability "CGL" insurance, ISO 1988 or later occurrence form of insurance, including Blanket Contractual Liability, Broad Form Property Damage, Products Liability and Completed Operations and Personal injury Liability, with limits of at least the equivalent in DKK of \$1,000,000 USD combined single limit for bodily injury and property damage per occurrence; (e) if the furnishing to Company (by sale or otherwise) of material or construction services is involved, COL insurance endorsed to increase Products Liability and Completed Operations coverage in the amount of the equivalent in DKK of \$5,000,000 USD per occurrence. If Supplier provides services to Company, Supplier shall additionally maintain and cause its subcontractors to maintain during the term of this Order Professional Liability (Pure Financial Loss) insurance with limits the equivalent in DKK of \$5,000,000 USD, or the equivalent limits in Errors and Omissions insurance as available in the Supplier's country of domicile, per claim and the equivalent in DKK of \$10,000,000 USD annual aggregate, both to be maintained for a period of at least three (3) years after the later of (a) expiration or termination of this Order or (b) completion of the last Statement of Work under this Order. The liability coverage described above shall also include Extended Products Liability coverage as available. All COL and automobile liability insurance shall designate Company, its affiliates, and its directors, officers and employees (all referred to in this clause as "Company") as additional insured. All such insurance must be primary and non-contributory and required to respond and pay prior to any other insurance or self-insurance available. Any other coverage available to Company shall apply on an excess basis. Supplier agrees that Supplier, Supplier's insurer(s) and anyone claiming by, though, under or in Supplier's behalf shall have no claim, right of action or right of subrogation against Company and its customers based on any loss or liability insured against under the foregoing insurance. Supplier and Supplier's subcontractors shall furnish prior to the start of work certificates or adequate proof of the foregoing insurance, including if specifically requested by Company, endorsements and policies. Company shall be notified in writing at least thirty (30) days prior to cancellation of or any change in the policy. Insurance companies providing coverage under this Order must be rated by A-M Best with at least an A- VIII rating.

21. INVOICING FOR GOODS

Supplier shall: (a) render original invoice, or as otherwise specified in this Order, showing Order number, through routing and weight; (b) render separate invoices for each shipment within twenty-four (24) hours after shipment; and (c) mail or email invoices with copies of bills of lading and shipping notices to the address shown on this Order. If prepayment of transportation charges is authorized by Company, Supplier shall include the transportation charges as a separate item on the invoice stating the name of the carrier used. Payment of an invoice shall not constitute acceptance of items ordered and shall be subject to appropriate adjustment for failure of Supplier to meet the requirements of the Order.

22. INVOICING FOR SERVICES

Supplier's invoices shall be rendered upon completion of the work and shall be payable when the work has been performed to the satisfaction of Company. Supplier shall render original invoice, showing Order number, or as otherwise specified in this Order. The work shall be delivered free from all claims, liens, and charges whatsoever. Company reserves the right to require, before making payment, proof that all parties furnishing labor and materials for the work have been paid.

23. LICENSES

Supplier grants Company all rights and licenses necessary for Company and its affiliates to use, transfer, pass-through, and sell the products and services and to exercise the rights granted under this Order.

24. MATERIALS AND TOOLS

If Company furnishes Supplier material or equipment (such as special dies, molds, jigs, tools, test equipment, etc.) or pays for such material or equipment, title thereto shall remain or vest in Company, and Supplier shall indemnify, maintain and preserve such material and equipment and shall dispose of it (including scrap) in accordance with Company's direction. Supplier shall keep all property furnished by Company segregated and clearly marked, and Supplier will maintain a complete inventory thereof. Such property will only be used by Supplier for the purposes of fulfilling Supplier's obligations under this Order.

25. OFFER AND FORMATION OF A CONTRACT

All orders, agreements and changes shall be binding only if placed or confirmed by Company in writing. All correspondence must be exchanged with the purchasing department of Company. Orders placed by Company without a time limit for acceptance may be accepted by Supplier only within fourteen (14) days from the order date. Quotations are binding and non-refundable unless otherwise expressly agreed in writing. In case of any deviation or variance between Supplier's order confirmation and Company's purchase order, a contract shall be formed only if Supplier has expressly advised Company of the deviation and Company has agreed to such deviation in writing.

26. PAYMENT TERMS

Payment terms arc net 60 days following the date of receipt of a correct invoice.

27. PRICE

An Order must not be filled at a higher price than shown on the Order. Unless another currency is specified on the Order, all monetary amounts are deemed to be expressed in DKK. If no price is shown, Supplier must notify the Company buyer who issued the Order of the price and his/her acceptance must be obtained in writing before filling the Order. Supplier will not charge for boxing, packing, crating or other similar charges.

28. PRICE WARRANTY

Supplier warrants that the price of material furnished to Company under this Order does not exceed the price charged by Supplier to any other customer purchasing the same goods and services in like or smaller quantities and under similar conditions of purchase. If Supplier should sell to any customer materials sold to Company at a price lower than in effect hereunder, Company shall pay the lower price on all deliveries of material which are made during the period when such lower price is in effect.

29. RELEASE OF INFORMATION

Supplier shall not, without the prior written consent of Company, make any release of information concerning this Order or any other information related to Company (other than Supplier's employees and subcontractors that is required for the performance of their duties), including providing copies of this Order or identifying the items sold by Supplier to Company, nor use the name of Company in any advertising or publicity, except as may be necessary to comply with a subpoena or other proper mandatory legal demand.

30. RIGHTS AND REMEDIES

The rights and remedies of Company set forth herein shall be in addition to any other rights and remedies provided in law or equity and the failure or delay by Company to exercise any rights or remedies under this Order shall not operate as a general waiver thereof.

31. SHIPPING; TITLE; RISK OF LOSS

31.1 Unless otherwise agreed and specifically set out by Company on the face of this Order, Supplier shall deliver the material DAP (Incoterms 2020) to the destination designated by Company on the Order by the specified delivery date. TIME IS OF THE ESSENCE. Title and risk of loss to material purchased by Company under this Order shall vest in Company when the material has been delivered according to the freight terms. If additional services arc to be performed after delivery. Supplier shall retain risk of loss until such services have been performed.

31.2 Supplier shall: (a) ship the material covered by this Order complete unless instructed otherwise; (b) ship to the destination designated in the Order; (c) ship according to routing instructions given by Company where delivery is other than DAP; (d) place the Order number on all subordinate documents; (e) enclose a packing memorandum with each shipment and, when more than one package is shipped, identify the package containing the memorandum; and (f) mark the Order number on all packages and shipping papers. Adequate protective packing shall be furnished at no additional charge. Shipping and routing instructions may be furnished or altered by Company without a writing. In addition to the above, for ocean shipments, Supplier shall submit to Company two days prior to ocean vessel sailing date (i) a 10+2 document and (ii) a commercial invoice. If Supplier does not comply with the terms of the first paragraph of this Section or with Company's shipping or routing instructions, Supplier authorizes Company to deduct from any invoice of Supplier (or to charge back to Supplier), any increased cost incurred by Company as a result of Supplier's noncompliance. Company may return or store at Supplier's expense any items delivered more than thirty (30) days in advance of the delivery date specified for such items.

32. SEVERABILITY

In the event of any Section of this Order is held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining Sections of this Order will not be affected, and in lieu of such invalid or unenforceable Section, there will be added automatically as part of this Order, one or more Sections as similar in terms as may be valid and enforceable under applicable law.

33. SOFTWARE LICENSE GRANT

Company and its affiliates shall have a worldwide, non-exclusive, royalty-free, perpetual, transferable license to use, reproduce, distribute, create derivative works of, and sublicense all software furnished to Company by Supplier under this Order.

34. SUPPLIER'S EMPLOYEES AND SUBCONTRACTORS

All persons furnished by Supplier shall be considered solely Supplier's employees, agents, or subcontractors and Supplier shall be responsible for ensuring payment of all unemployment, social security and other payroll taxes, including contributions when required by law. Supplier shall be responsible to Company for all work performed by Suppliers subcontractor(s) at any tier.

35. SUPPLIER'S INFORMATION

Supplier shall not provide under, or have provided in contemplation of, this Order any technical, business or other information, however conveyed, or any document, print, tape, disc, semiconductor memory or other information-conveying tangible article, unless Supplier has the right to do so, and Supplier shall not view any of the foregoing as confidential or proprietary. If Supplier must furnish any such information to Company with restrictions, it shall only be furnished after negotiation and execution on behalf of Company of a separate written agreement specifically identifying the documents to be furnished and setting forth Company's rights and obligations with respect thereto.

36. SURVIVAL OF OBLIGATIONS

The obligations of the parties under this Order, which by their nature would continue beyond the termination, cancellation or expiration of this Order, shall survive termination, cancellation or expiration of this Order. Such obligations include, but are not limited to, those contained in the following provisions: COMPLIANCE WITH LAWS, IDENTIFICATION, INFRINGEMENT, LIMITATION OF LIABILITY, USE OF INFORMATION, WARRANTY, RELEASE OF INFORMATION, and INDEMNITY.

37. TAXES

Company shall reimburse Supplier only for the following tax payments with respect to transactions under this Order unless Company advises Supplier that an exemption applies: state and local sales and use taxes, as applicable. Taxes payable by Company shall be billed as separate items on Supplier's invoices and shall not be included in Supplier's prices.

38. TERMINATION

38.1 Company may at any time terminate this Agreement or an order, in whole or in part, at its convenience and for other than Supplier's default by written notice to Supplier. In such case, Company's liability shall be limited to payment of Supplier's reasonable out of pocket direct costs incurred prior to termination in connection with completed products and work in process for the cancelled order(s) at the time of termination less any amount that could be realized by the sale or use of the products and work in process. In no event shall Company be liable for more than 40% of the value of the cancelled purchase order(s).

38.2 If (i) Supplier fails to make any delivery or perform any service in accordance with the specified delivery dates or otherwise fails to comply with this Order and does not remedy such failure within ten (10) days after receipt of written notice thereof; (ii) Supplier fails to make progress to such an extent that performance of this Order is endangered, or (iii) any proceeding is filed by or against Supplier in bankruptcy or insolvency, or for appointment for the benefit of creditors, Company may (in addition to any other right or remedy provided by this Order or by law) terminate all or any part of this Order by written notice to Supplier without any liability and may purchase substitute items elsewhere and Supplier shall be liable to Company, including without limitation, for any excess cost occasioned Company thereby.

39. USE OF INFORMATION

Supplier shall view as Company's property any idea, data, program, technical, business or other information, however conveyed, and any document, print, tape, disc, semiconductor memory, or other tangible information-conveying or performance-aiding article owned or controlled by Company, and provided to, or acquired by, Supplier under or in contemplation of this Order ("Information"). Following Company's directions, Supplier shall at its own expense, destroy or surrender any article or copy of information. Supplier shall keep Information confidential, use it only in performing under this Order and obligate its employees, subcontractors and others working for it to do so. This shall not apply to information previously known to Supplier free of obligation, or made public through no fault of Supplier.

40. WARRANTY

Supplier warrants to Company and its customers that material furnished will be new, merchantable, free from defects in design, material and workmanship, free from any charge or encumbrance of any nature, and will conform to and perform in accordance with the specifications, drawings and samples. These warranties extend to the future performance of the material and shall continue for the longer of (a) the warranty period applicable to Company's sales to its customers of the material or of products which incorporate the material, (b) one year after the material is accepted by Company or (c) such greater period as may be specified elsewhere in this Order. Supplier also warrants to Company and its customers that services will be performed in a first class, workmanlike manner. If material furnished contains manufacturers' warranties, Supplier hereby assigns such warranties to Company and its customers. All warranties shall survive inspection, acceptance and payment. Material or services not meeting the warranties will be, at Company's option, returned for or subject to refund, repaired, replaced or re-performed by Supplier at no cost to Company or its customers and with transportation costs and risk of loss and damage in transit borne by Supplier. Repaired and replacement material shall be warranted as set forth above in this clause.

41. WORK RULES

Supplier and all persons furnished by Supplier (including its employees, agents and subcontractors) when performing Services under this Agreement at facilities operated by Company, shall obey all rules and regulations established by Company regarding conduct, including no smoking policies, safety and security rules and regulations; provided that Supplier is given reasonable notice of such policies, rules and regulations.

42. PRIVACY POLICY

By acceptance of these Contract Terms, Supplier hereby acknowledges and explicitly consents to Company's Privacy Policy (www.heraeus.com/privacy incorporated herein).

43. U.S. FEDERAL GOVERNMENT CONTRACTING

If this Order is placed in support of a U.S. Government prime contract or subcontract, the provisions of this Section shall apply, to the extent applicable to the particular work or goods under the Order. Supplier affirms that it has sufficient information to determine applicability. All provisions of this Section shall predominate in the event of conflict with any other provision of the Order or Contract Terms unless specifically noted.

43.1 Non-Discrimination and Compliance with Office of Federal Contractor Compliance Programs (OFCCP)

Compliance: For purposes of this subsection, the term "Contractor" refers to Supplier and the term "subcontractor" refers to any of Supplier's subcontractors.

If applicable, 41 CFR 60-300.5(a) and the following paragraph apply to this Order:

This Contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to

employ and advance in employment qualified protected veterans. If applicable, 41 CFR 60-741.5(a) and the following paragraph apply to this Order:

This Contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

43.2 Defense Priorities and Allocations System (DPAS) - 15 C.F.R. 700: If this Order is a rated order under DPAS, then in accordance with 15 C.F.R. Part 700, 13(d), Supplier must accept or reject this Order and transmit its acceptance or rejection, in writing (via E-mail), within fifteen (15) working days after receipt of a DO rated order and within ten (10) working days after receipt of a DX rated order. If you reject this order, you must provide, in writing (via E-mail), your reasons for the rejection to Company, in accordance with paragraphs (B) and (C) of the above-referenced regulation.

If an order is placed that contains the notice for emergency preparedness under 15 C.F.R. 700, 12(b), Supplier must accept or reject in writing (via E-mail) within the time period stated in such order.

If Supplier has accepted a rated order and subsequently finds that shipment or performance will be delayed, Supplier must notify Company immediately, provide the reasons for the delay, and inform Company of a new shipment or performance date. If Supplier provides such notification verbally, Supplier must give written notice (via E-mail) within one working day of the verbal notification.

43.3 Notification of Debarment or Suspension: Supplier certifies through acceptance of this Order that as of the date of issuance of this Order, neither Supplier, nor any of Supplier's principals, is debarred, suspended, or proposed for debarment by the Federal Government or any State Government. Further, Supplier shall provide immediate written notice (via E-mail) to Company in the event that during the performance of this Order, Supplier or any of Supplier's principals is debarred, suspended, or proposed for debarment by the Federal Government or any State Government. If Supplier or any of Supplier's principals are currently debarred, suspended, or proposed for Debarment, do not accept this Order, and contact Company immediately. Notwithstanding anything to the contrary contained in this Order, if, for any reason, Supplier or any of Supplier's principals have accepted this Order and are currently debarred, suspended or proposed for debarment, this Order shall not be effective, and Company shall not have any liability to Supplier in connection with this Order.

Conflicts of Interest: In the performance of this Order, it is Supplier's responsibility to avoid: (1) any actual or apparent conflict between Supplier's duties or obligations to other parties, including the Federal Government, and such duties and obligations assumed under this Order and (2) disclosure of information which would, or would appear to, violate such duties and obligations to third parties. In the performance of this Order, Supplier shall not make or participate in any marketing calls or contacts with the Federal Government or others which might create the possibility or appearance of a conflict of interest or an actual conflict of interest. Supplier also agrees that, if subsequent to the issuance of this Order, Supplier finds that a conflict, or what may appear to be a conflict, develops because of a relationship created or intended to be created between Supplier or Supplier's agents, or employees and any third party or with an agency or other representative of the Federal Government or any other Government, Supplier shall immediately notify Company, and Company shall have the right, at its sole discretion, to terminate this Order on notice. Upon exercise of such right of termination, Company's only obligation to Supplier shall be to reimburse Supplier for proper services satisfactorily completed as of the date of termination.

43.4 Right of Inspection: On request, Supplier will provide assistance to permit the Company or United States government representative to inspect the premises where and when the work is being performed and the Supplier shall make available without cost adequate facilities for the inspection. Supplier agrees that the Comptroller General of the United States, or any of his duly authorized representatives shall, until the expiration of three (3) years after the final payment under this Order, have access to and the right to examine any books, documents, papers and records of Supplier related to this Order.

43.5 Termination: (a) Company may terminate this Order, in whole or in part, in accordance with the provisions of the "Default" clause set forth in FAR 52.249-8 if Supplier fails to comply with any of the provisions hereof, or if Supplier becomes the subject of a proceeding under state or federal law for relief of debtors or makes an assignment for the benefit of creditors. (b) Without affecting its right to terminate this Order under paragraph (a) hereof, Company may, for its convenience, terminate this Order in whole, or from time to time, in part, in accordance with the provisions of the "Termination" clause set forth in FAR 52.249-2 or 52.249-6, as appropriate.

(c) The FAR clauses referred to in paragraphs (a) and (b) are hereby incorporated herein by reference as in effect on the date hereof, with the following changes: the words "Government" and "Contracting Officer" shall mean Company, the word "Contract" shall mean this Order and the word "Contractor" shall mean Supplier.

FAR and DFARS Clauses Incorporated by Reference: If applicable, the following clauses are incorporated herein by reference. The referenced clauses are set forth or referred to in the Federal Acquisition Regulation ("FAR") and Defense FAR Supplement ("DFARS"). In order to make the context of these clauses applicable to the Order and the Contract Terms, the term "Contract" in all such clauses shall mean the Order and the Contract Terms, and the term "Contracting Officer" shall mean Company unless otherwise specified. The terms "Government" and "Contracting Officer" do not change (1) in the phrases "Government Property," "Government-Owned Property," "Government Equipment," "Government-Furnished Property," and "Government-Owned Equipment;" (2) when a right, act, authorization, or obligation can be OC granted or performed only by the Government or the Prime Contract Contracting Officer or his duly authorized representative; (3) when access to proprietary financial information or other proprietary data is required; (4) when title to property is to be transferred directly to the Government; (5) in FAR 52.203-13 where all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer; and (6) in DFARS 252.227-7015.

FAR Clauses: The following provisions of the FAR arc incorporated by reference as if set forth in full and shall apply to Supplier to the extent applicable:			
52.203-6	Restrictions on Subcontractor Sales to the Government	52.227-1	Authorization and Consent
52.203-7	Anti-Kickback Procedures	52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	52.227-3	Patent Indemnity
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	52.227-9	Refund of Royalties
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	52.227-10	Filing of Patent Applications--Classified Subject Matter
52.203-13	Contractor Code of Business Ethics and Conduct	52.227-11	Patent Rights--Retention by the Contractor
52.203-14	Display of Hotline Posters	52.227-13	Patent Rights--Ownership by the Government
52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009	52.227-14	Rights in Data-General
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	52.227-16	Additional Data Requirements
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	52.228-5	Insurance--Work on a Government Installation
52.204-2	Security Requirements	52.230-2	Cost Accounting Standards
52.204-5	Women-Owned Business (Other Than Small Business)	52.230-3	Disclosure and Consistency of Cost Accounting Practices
52.204-9	Personal Identity Verification of Contractor Personnel	52.230-6	Administration of Cost Accounting Standards
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	52.232-16	Progress Payments
52.209-5	Certification Regarding Responsibility Matters	52.234-1	Industrial Resources Developed Under Title III, Defense Production Act
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	52.242-15	Stop-Work Order
52.211-15	Defense Priority and Allocation Requirements	52.244-6	Subcontracts for Commercial Items
52.212-3	Offeror Representations and Certifications -Commercial Items	52.245-1	Government Property
52.214-26	Audit and Records-Sealed Bidding	52.246-2	Inspection of Supplies-Fixed Price
52.214-28	Subcontractor Certified Cost or Pricing Data-odifications-- Sealed Bidding	52.246-3	Inspection of Supplies-Cost reimbursement
52.215-2	Audit and Records—Negotiation	52.246-4	Inspection of Services-Fixed Price
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	52.246-5	Inspection of Services-Cost Reimbursement
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data- Modifications	52.246-6	Inspection-Time-and-Materials and Labor-Hour
52.215-12	Subcontractor Certified Cost or Pricing Data	52.247-63	Preference for U.S.-Flag Air Carriers
52.215-13	Subcontractor Certified Cost or Pricing Data—Modifications	52.247-64	Preference for Privately Owned U.S. Flag Commercial Vessels
52.215-14	Integrity of Unit Prices	52.248-1	Value Engineering
52.215-15	Pension Adjustments and Asset Reversions	52.248-3	Value Engineering-Construction
52.215-16	Facilities Capital Cost of Money	DFARS Clauses: The following provisions of the DFARS are incorporated by reference as if set forth in full and shall apply to Supplier to the extent applicable:	
52.215-17	Waiver of Facilities Capital Cost of Money	252.203-700 I	Prohibition on Persons Convicted of Fraud or other Defense- Contract-Related Felonies
52.215-18	Reversion or Adjustment of Plans for Post Retirement Benefits (PRB) Other Than Pensions	252.203-7002	Requirement to Inform Employees of Whistleblower Rights
52.215-19	Notification of Ownership Changes	252.203-7004	Display of Hotline Posters
52.215-23	Limitation on Pass-Through Charges	252.204-7000	Disclosure of Information
52.219-1	Small Business Program Representations	252.204-7008	Compliance with Safeguarding Covered Defense Information Controls
52.219-8	Utilization of Small Business Concerns	252.204-70 I 2	Safeguarding Covered Defense information and Cyber Incident Reporting
52.219-9	Small Business Subcontracting Plan	252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support
52.222-4	Contract Work Hours and Safety Standards -- Overtime Compensation	252.208-7000	Intent to Furnish Precious Metals as Government Furnished Material
52.222-11	Subcontracts (Labor Standards)	252.211-7000	Acquisition Streamlining
52.222-17	Nondisplacement of Qualified Workers	252.211-7003	Item Unique Identification and Valuation
52.222-21	Prohibition of Segregated Facilities	252.211-7007	Reporting of Government-Furnished Property
52.222-22	Previous Contracts and Compliance Reports	252.215-7004	Requirements for Submission of Data Other Than Certified Costs or Pricing Data - Modifications – Canadian Commercial Corporation
52.222-25	Affinnative Action Compliance	252.2 I 9-7003	Small Business Subcontracting Plan (DOD Contracts)
52.222-26	Equal Opportunity	252.222-7007	Representation Regarding Combating Trafficking in Persons Prohibition on Storage, Treatment, and Disposal of Toxic and Hazardous Materials
52.222-35	Equal Opportunity for Veterans	252.223-7006	Buy American -Balance of Payments Program Certificate
52.222-36	Affirmative Action for Workers with Disabilities	252.225-7000	Buy American and Balance of Payments Program
52.222-37	Employment Reports on Veterans	252.225-700 I	Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	252.225-7007	Restriction on Acquisition of Certain Articles Containing Specially Metals
52.222-41	Service Contract Labor Standards	252.225-7013	Duty-Free Entry
52.222-50	Combating Trafficking in Persons	252.225-7016	Restriction on Acquisition of Ball and Roller Bearings
52.222-51	Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements	252.225-7021	Trade Agreements
52.222-53	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services- Requirements	252.225-7048	Export-Controlled Items
52.222-54	Employment Eligibility Verification	252.226-700 I	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns
52.222-55	Minimum Wages Under Executive Order 13658	252.227-7013	Rights in Technical Data--Noncommercial Items
52.222-59	Compliance with Labor Laws (Executive Order 13673) (As noted in the FAR, "By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court tenninates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.")	252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation
52.222-60	Paycheck Transparency (Executive Order 13673)	252.227-7015	Technical Data-Commercial Items
52.222-61	Arbitration of Contractor Employee Claims (Executive Order 13673) (As noted in the FAR, "By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.")	252.227-7016	Rights in Bid or Proposal Information
52.222-62	Paid Sick Leave Under Executive Order 13706	252.227-7018	Rights in Noncommercial Technical Data and Computer Software- -Small Business Innovative Research (SBIR) Program
52.223-3	Hazardous Material identification and Material Safety Data	252.227-7019	Validation of Asserted Restrictions-Computer Software
52.223-18	Contractor Policy to Ban Text Messaging While Driving	252.227-7033	Rights in Shop Drawings
52.225-1	Buy American Act-Supplies	252.227-7037	Validation of Restrictive Markings on Technical Data
52.225-2	Buy American Certificate	252.227-7038	Patent Rights - Ownership by the Contractor (Large Business)
52.225-3	Buy American -Free Trade Agreements-Israeli Trade Act	252.234-7004	Cost and Software Data Reporting System
52.225-4	Buy American -Free Trade Agreements-Israeli Trade Act Certificate	252.243-7002	Requests for Equitable Adjustment
52.225-5	Trade Agreements	252.244-7000	Subcontracts for Commercial Items
52.225-6	Trade Agreements Certificate	252.246-7003	Notification of Potential Safety Issues
52.225-13	Restrictions on Certain Foreign Purchases	252.247-7023	Transportation of Supplies by Sea
		252.247-7024	Notification of Transportation of Supplies by Sea