

nondiscrimination and affirmative action, including those enforced by the U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) and/or the U.S. Equal Employment Opportunity Commission (EEOC). As applicable, Vendor agrees to comply with Executive Order 11246, as amended. Purchaser is an equal opportunity employer, and the Order is subject to the rules and regulations imposed upon contractors and subcontractors pursuant to 41 CFR Chapters 60 and 61. Unless this Order is exempt, there is incorporated herein by reference 41 CFR 60.4 and 61.250.10. In addition, 29 C.F.R. Part 471, Appendix A to Subpart A is also incorporated herein by reference. This contractor (Purchaser) and subcontractor (Vendor) shall abide by the requirements of 41 CFR 60.5 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.

(vi) These warranties are in addition to those implied by or available at law to Purchaser and shall exist notwithstanding the acceptance and/or inspection by Purchaser of all or part of the goods or services.

3. ACCEPTANCE. Purchaser will have a reasonable period of time after delivery or performance within which to inspect and accept the goods or services. The receipt of goods or services, the inspection or non-inspection of or payment for the goods or services, will not constitute acceptance of the goods or service and will not impair Purchaser's right to (i) reject nonconforming goods or services, (ii) recover damages and/or (iii) exercise any other remedies to which Purchaser may be entitled at law or in equity. Either, acceptance of goods or services will waive any rights or remedies at law or in equity accruing to Purchaser as a result of any breach of the Order. As Purchaser's sole option, rejected goods may be returned to Vendor or otherwise disposed of at Vendor's sole and expense.

4. PRICE AND TAXES. Price and delivery terms are as stated on the face of the Order. Unless otherwise provided on the face of the Order, the price includes (i) all costs to comply with the terms and conditions of the Order, (ii) any and all taxes, including sales, excise, value added and other taxes and (iii) fees, duties, or other governmental impositions on the sale of the goods or services covered by the Order. If Purchaser or Purchaser's customer is required to pay any taxes or other impositions, Vendor will promptly reimburse Purchaser. Notwithstanding the foregoing, Purchaser shall pay G.S.T./H.S.T. and provincial sales tax, if applicable.

5. INVOICIN (N10.7 12.8 (NVd [11.3 (O)-1qw 0.326 0 Tdr.005 Tc 2w -15.315 -14 (e)9.2 (d qw A(O)-1qw YM)-

willful misconduct of Vendor, Vendor's subcontractor's, employees, agents, representatives and any other person providing goods and/or

or its delay in performance. The Party claiming Force Majeure must give prompt written notice to the other Party of such event, specifying its nature and anticipated duration. Notwithstanding, if as a direct result of a Force Majeure event, either Party fails to carry out or observe any of the terms and conditions of the Order, such failure or omissions shall not be deemed a breach of the Order, and the affected party's obligations may be suspended insofar as the parties agree that performance of such obligation is impracticable. Further, the party claiming Force Majeure shall be responsible for insuring against any damage or loss incurred due to delay. Nothing in this section shall alleviate the party claiming Force Majeure for loss or damage to any goods in its possession. If Vendor's or Purchaser's performance is excused or delayed for more than 30 calendar days pursuant to this provision, then Purchaser may, at Purchaser's sole option, terminate the Agreement by giving written notice, which termination will become effective upon receipt of such notice. If Purchaser terminates the Order, Purchaser's sole liability will be to pay any balance due for conforming goods and services delivered by Vendor before receipt of Purchaser's termination notice.

17. ORIGIN CONTROL CLAUSE. Vendor represents and warrants that neither it nor any person or entity that owns or controls it is a designated target of economic trade sanctions promulgated by the US, EU, UN, or the country of origin of the goods (Sanction Laws). .7 (t)-4 (s)
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