Current

CONDITIONS OF PURCHASE
Current Lighting Solutions, LLC ("Current")

1. ACCEPTANCE AND TERMS AND CONDITIONS:

(a) Supplier agrees to sell and Current or its Affiliates (any entity including but not limited to joint ventures, corporations, limited liability companies, partnerships, limited partnerships, business trusts or other entities, subsidiaries, businesses, operating divisions, units or P&L's thereof that is directly or indirectly in control of, controlled by, or under common control with Current where "control" means direct or indirect ownership of at least 50% of the voting stock or interest in the company or control of the composition of the board of directors) ("**Buyer**") agrees to buy the materials, products and/or equipment (the "**Products**") and/or the services (the "**Services**") set forth on the face of Buyer's Purchase Order ("**PO**") and all Deliverables in connection with such Services. "**Deliverables**" means all items in tangible and intangible form, including inventions, discoveries, works of authorship, programs, applications, derivative works, source code, object code, ideas, techniques, methods, processes, information, data, documentation and materials, that Supplier creates, prepares or delivers to Buyer, or otherwise produces, conceives, makes, proposes or develops as a result of this Contract (as defined below) in the context of rendering the Services.

(b) Supplier agrees to be bound by and to comply with Buyer's PO, these conditions of purchase, including any supplements thereto, any Material Arrival Schedule ("**MAS**") or release issued thereunder ("**Release**"), and all specifications and other documents referred to in the Purchase Order or herein, all of which are incorporated herein by reference, and are collectively referred to as the "**Contract**". Written acceptance or commencement of performance of the work specified in the PO shall be deemed acceptance thereof and of this Contract. This Contract does not, expressly or impliedly, constitute an acceptance by Buyer of any Supplier offer to sell, quotation, or proposal and reference in this Contract to any such Supplier offer shall neither constitute a modification of any of the terms and conditions of this Contract nor any intent or indication by Buyer to be bound by any such offer, quotation or proposal. Each of Buyer and Supplier may be referred to as a "Party" or together as the "Parties". **UNLESS OTHERWISE AGREED TO IN WRITING, THIS CONTRACT CONSTITUTES THE SOLE AGREEMENT BETWEEN BUYER AND SUPPLIER RESPECTING GOODS AND SERVICES SPECIFIED IN A PO AND BUYER HEREBY OBJECTS TO AND REJECTS ANY ADDITIONAL OR DIFFERENT TERMS.**

(c) Supplier agrees to participate in all of Buyer's current and future electronic commerce applications and initiatives upon Buyer's request. For contract formation, administration, changes and all other purposes, each electronic message sent between the parties within such applications or initiatives will be deemed: (i) "written" and a "writing"; (ii) "signed" (in the manner below); and (iii) an original business record when printed from electronic files or records established and maintained in the normal course of business. The parties expressly waive any right to object to the validity, effectiveness or enforceability of any such electronic message on the ground that a "statute of frauds" or any other law or rule of evidence requires written, signed agreements. Between the parties, any such electronic documents may be introduced as substantive evidence in any proceedings as business records as if originated and maintained in paper form. Neither party shall object to the admissibility of any such electronic document for any reason including without limitation, the hearsay (FRE 802) and best evidence (FRE 1002) rules. By placing a name or other identifier on any such electronic message, the party doing so intends to sign the message with his/her signature attributed to the message content. The effect of each such message will be determined by the electronic message content and by Ohio law, excluding any such law requiring signed agreement or otherwise in conflict with this paragraph.

2. APPLICABLE LAW: Supplier and Buyer hereby consent to the sole application of the internal substantive laws of the State of Ohio, U.S.A., without giving effect to its conflict or choice of law rules. **The United Nations Convention on the International Sale of Goods shall not apply.**

3. BUYER'S COMMITMENT UNDER PO, MATERIAL ARRIVAL SCHEDULE OR RELEASE:

(a) Buyer is not committed to purchase any Products and/or Services and Deliverables except for such Products and/or Services and Deliverables as may be specified as Firm Orders in a MAS or Release on the face of a PO or on a separate MAS or Release issued by Buyer under a PO. Under no circumstances shall Buyer be under an obligation to Supplier for Products and/or Services and Deliverables not specifically covered by a PO and/or MAS or Release, in an amount in excess of the quantity so specified in any of the foregoing, or for forecast quantities specified in any of the foregoing(b) Supplier shall sell Products and/or Services and Deliverables to Buyer pursuant to a PO and Buyer's Firm Orders specified in an MAS and/or Release issued hereunder. Unless otherwise agreed to in writing, Supplier shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet the requirements of the MAS or Release. Products and/or Deliverables shipped in advance or in excess of the MAS or Release requirements may be returned to Supplier at Supplier's risk and expense, and Supplier shall reimburse Buyer for all costs incurred for warehousing, storage and handling of said Products and/or Deliverables.

4. CHANGES:

(a) Buyer shall have the right at any time to make changes of any kind (including quantity and Buyer's specifications) to this Contract. If Supplier believes that such change affects the price or delivery date for such Products and/or Services and Deliverables, Supplier shall so notify Buyer in writing (with adequate supporting documentation) within five (5) working days after receipt of Buyer's change notice and an equitable adjustment may be considered by Buyer. Supplier's request for any adjustments shall be waived unless submitted within such five (5) day period. If released in writing by Buyer, Supplier shall comply with and perform such change during the time Supplier and Buyer require to mutually agree upon an equitable adjustment, if any.

(b) Supplier shall notify Buyer in writing in advance of any and all changes to the Products and/or Services and Deliverables or the specifications or composition of each, and of all process changes, plant moves, equipment changes or moves, or changes in sub-suppliers or subcontractors (as such terms are defined in Section 29 below), and no such change shall occur without Buyer's prior written consent. Supplier shall give Buyer prior written notice of any such change and Buyer may conduct such audits, surveys and testing as necessary to determine the impact of such proposed change on the Product. All such changes shall be documented by Supplier by following change procedures issued by Buyer from time to time. It shall be the responsibility of Supplier to obtain, complete and submit proper documentation regarding any and all changes. Any such change made without the explicit written consent of Buyer shall constitute a material breach, and Buyer shall have the right to terminate this Contract immediately and without prior noticeto Supplier.

5. BUYER'S PROPERTY:

(a) Buyer assumes no obligation to furnish Supplier with any tools, equipment or materials for the performance of Supplier under this Contract except as may be expressly provided otherwise; however, if Supplier or its subcontractors or the employees, representatives, agents or invitees of any of them, make use of any tools, equipment or materials owned by Buyer, such tools, equipment or materials shall be accepted in "as is" condition, without any warranty whatsoever, express or implied, and Supplier shall indemnify and save harmless Buyer (including its directors, officers, employees and agents) from and against any and all loss or liability (including reasonable attorneys' fees and court costs) relating to or in respect of any failure of such tools, equipment and/or materials to be suitable for their intended purpose or for any damage, destruction, injury or death arising from the use of such tools, equipment and/or materials.

(b) Any and all tools, equipment, material, and components furnished to Supplier by Buyer or specially paid for by Buyer and any replacements thereof or attachments thereto shall be and remain the property of Buyer. Such property shall be adequately identified by Supplier if held in the U.S. as "Property of Current Lighting Solutions, LLC" or if held outside the U.S. as property of Buyer's designated affiliate, stored separately from Supplier's property, and properly maintained by Supplier. Supplier shall not substitute any other property for Buyer's property and shall not use such property except in filling Buyer's orders. Buyer's property while in Supplier's custody or control shall be held at Supplier's risk and shall be

kept free of encumbrances and insured by Supplier, at Supplier's expense, in an amount equal to the replacement cost with loss payable to Buyer. Such property shall be subject to removal at Buyer's request, in which event Supplier shall prepare such property for shipment and shall redeliver such property to Buyer in the same condition as originally received by Supplier, reasonable wear and tear excepted, all at Supplier's expense.

6. BUYER'S RIGHT TO ENTER PREMISES: Supplier shall permit and obtain from its sub-suppliers and subcontractors permission for Buyer to have reasonable access to the sites where the work under this Contract is performed in order to assess (a) Product and/or Service and Deliverable quality, (b) conformance with Buyer's specifications, and (c) conformance with Supplier's representations, warranties, certifications and covenants under this Contract. This provision shall also apply to any third party from which Buyer possesses a license for products and include but not be limited to the right to inspect and test all Products, Deliverables, tooling, and workmanship and to inspect and audit Supplier's and its sub-suppliers' and subcontractors' facilities and performance. The failure to audit, test or inspect by Buyer will neither relieve Supplier of any liability for defects or Contract noncompliance, nor create any liability on the part of Buyer.

7. DEFAULT AND REMEDIES: Should Supplier breach this Contract, in whole or in part, Buyer shall have the right to terminate this Contract, in whole or in part, pursuant to Section 8 below, without further obligation or liability, and shall have all remedies available to it at law or in equity.

8. TERMINATION, CANCELLATION AND SUSPENSION:

(a) This Contract may be terminated as follows:

(i) immediately by Buyer should Buyer's customer terminate its order; or

(ii) without cause with fifteen (15) calendar days' prior written notice to Supplier by Buyer; or

(iii) by either party thirty (30) days after written notice to the other party of breach or default of any material obligations hereunder, which default has not been cured within said thirty (30) calendar days after receipt of notice of such default or within such additional cure period as the non-defaulting party may authorize in writing; or

(iv) effective immediately, in the event the other party becomes insolvent or is subject to similar bankruptcy or reorganization proceedings under applicable law, or in the event of an assignment or other arrangement for the benefit of the other party's creditors.

Buyer shall retain any and all fully vested rights that exist on the effective date of this Contract's termination.

(b) Buyer also reserves the right to modify a PO or a Release hereunder or suspend work or shipments of all or any part of Products or Deliverables, without cause or default on the part of Supplier.

(c) In the event of any termination, modification or suspension by Buyer, Supplier shall immediately stop all work under this Contract, cause any of its sub-suppliers and subcontractors to cease such work, minimize charges related to the Products and/or Services and Deliverables, including diverting materials to other uses, comply with any instructions from Buyer as to work in progress and take such actions as may be necessary to protect Buyer's property in the possession or control of Supplier or its sub-suppliers and subcontractors. If Buyer's termination, modification and/or suspension hereunder without cause or default of Supplier causes additional cost to Supplier not due to Supplier's fault or neglect, a mutually agreeable adjustment may be made provided that a written claim (with adequate supporting documentation) by Supplier is asserted within thirty (30) days from the date of termination or modification or, in the case of a suspension, from the date of a start order for resumption of work. In no event shall Buyer's obligation hereunder exceed that which Buyer would have had to Supplier in the absence of a termination, modification or suspension. Buyer shall not be obligated to purchase any Supplier raw materials or to pay any Supplier termination charges. Buyer shall not be liable for any work done after notice of termination, modification or suspension is given or for costs that reasonably could have been

avoided by Supplier or its sub-suppliers and subcontractors. Buyer shall not, by reason of the termination, modification, suspension, expiration or non-renewal of this Contract, be liable to Supplier for any damages or injunctive relief of any kind, including but not limited to, compensation, reimbursement or damages on account of loss of prospective profits on anticipated sales, or on account of expenditures investments, losses or commitments in connection with the business or goodwill of Supplier. **IN NO EVENT SHALL BUYER BE LIABLE TO SUPPLIER FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES OR LOST PROFITS.**

9. DELIVERY:

(a) Time is of the essence under this Contract. If Supplier for any reason anticipates that deliveries will not be made as required, it shall immediately give Buyer written notice setting forth the cause(s) of the anticipated delay. If delay or inability to perform arises from interruption of supply or scarcity of raw materials or parts used by Supplier, Buyer's orders shall be given priority in production scheduling. Buyer reserves the right, without liability, to take any or all of the following actions if for any reason Supplier does not substantially comply with its delivery obligations: (i) assess a late delivery fee of no more than 1.0% per day of the invoice amount of late deliveries of Products, (ii) submit a revised PO and/or MAS or Release, (iii) terminate the PO, MAS or Release, or this Contract and purchase the Products elsewhere, and Supplier shall be liable for any resultant loss, (iv) direct Supplier to ship by a method other than that indicated in this Contract, work such overtime or do whatever is necessary to avoid the delay, and pay any and all transportation charges, concessions to Buyer's customers, liquidated damages, and any other costs and expenses incurred by Buyer, or (v) seek specific performance of Supplier's obligation to deliver.

(b) Supplier shall use only Buyer-approved carriers and forwarders for transportation of Products and/or Deliverables and shall, using Buyer's systems and processes, report all shipments to Buyer within twenty-four (24) hours. Supplier shall reimburse Buyer for all costs and expenses incurred by reason of shipment by an unapproved method or carrier.

(c) Unless otherwise stipulated in writing, title to and risk of loss of the Products and/or Deliverables shall pass to Buyer either (i) at Buyer's dock (ship-to address), in the case of Products and/or Deliverables that do not require export from their country of origin, or (ii) at the port of export, in the case of Products and/or Deliverables that do require export from their country of origin, in each case upon completion of unloading and tender of the Products and/or Deliverables (to Buyer or the export carrier, as applicable), and Supplier shall bear the risk of loss until such delivery. If the Products and/or Deliverables are to be delivered in installments, title to each installment shall pass in the same way as provided in this Contract.

(d) The Products and/or Deliverables shall be suitably packed and/or protected for shipment and transportation, the cost for which shall be borne by Supplier or Supplier's representative. Each package shall bear Buyer's order number and be accompanied by a readily accessible packing note detailing the contents and conforming with any applicable importation regulations. Failure of Supplier to comply with the shipping and transportation instructions or to provide sufficient packing shall render Supplier liable for any resulting damage and/or expense incurred by Buyer.

10. FORCE MAJEURE: Neither party shall be liable for any failure or delay in performance caused by or due to acts of God, epidemic, war, riot, terrorism, sabotage, accident or casualty. If Supplier is unable to perform for more than thirty (30) days due to any such circumstances, Buyer may cancel this Contract without penalty. Failure or delay due to labor strike or other form of work stoppage, delay of Supplier's sub-suppliers or subcontractors or scarcity of materials or parts shall not excuse Supplier's performance.

11. COMPLIANCE WITH LAWS:

(a) Supplier shall comply with and shall ensure that all of its sub-suppliers and subcontractors comply with, all applicable laws and ordinances and all orders, rules, and regulations issued thereunder (including anything required thereby to be included or incorporated by reference or operation of law in this Contract). From time to time, at Buyer's request, Supplier shall provide certificates to Buyer relating to Supplier's compliance with any applicable legal requirements or to update the representations, warranties, certifications or covenants contained in this Contract, in each case in form and substance satisfactory to Buyer.

(b) **Supplier and all of its sub-suppliers and subcontractors shall comply with, and acceptance of this Contract by Supplier shall be deemed a certification that Supplier and all of its sub-suppliers and subcontractors are in compliance with, any and all requirements imposed by law, regulation or Executive Order upon prime contractors or subcontractors under contract with any governmental agency, including the Equal Opportunity Clause set forth in 41 CFR Chapter 60-1.4(a), the Equal Opportunity Clause regarding Protected Veterans set forth in 41 CFR Chapter 60-300.5(a), the Equal Opportunity Clause regarding Workers with Disabilities set forth in 41 CFR Chapter 60-741.5(a), and any other provisions of contractual clauses required by the OFCCP as set forth in 41 CFR Chapter 60, as well as any Executive Orders as now or hereafter issued, amended or codified which requirements are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.** By accepting or performing this Contract, Supplier and all of its sub-suppliers and subcontractors certify in accordance with 41 CFR Chapter 60-1.8 with respect to orders exceeding $10,000 and not otherwise exempt from the Equal Opportunity Clause of 41 CFR Chapter 60-1.4(a) that they do not and will not maintain segregated facilities or permit their respective employees to perform services at any location under their respective contracts where segregated facilities are maintained, and that they will obtain similar certification before the award of any non-exempt contract. Executive Order 13496 Compliance: Supplier agrees to comply with the provisions of 29 CFR 471. Supplier further agrees to provide Disadvantaged Business Enterprises (including but not limited to minority and women-owned businesses) utilization and demographic data upon request. Where Products and/or Services and Deliverables being procured from Supplier are in support of a United States Government end-user, Supplier agrees to comply with the terms and conditions of the most current version of FAR 52.212-5(e) or 52.244-6 to the extent those terms are applicable to “commercial off-the shelf” or “commercial Item” and as appropriate for the dollar value of this Contract.

(c) Supplier represents, warrants, certifies and covenants that Products and/or Services and Deliverables will be produced and provided in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended.

(d) Supplier represents, warrants, certifies and covenants that none of the Products and/or Services and Deliverables produced or supplied hereunder have been or will be produced or supplied (by Supplier or its sub-suppliers or subcontractors) utilizing forced, indentured, convict or child labor or utilizing the labor of persons in violation of the minimum working age law in the country of manufacture or in any jurisdiction in which services are provided, or in violation of minimum wage, hour of service or overtime laws of the country of manufacture or provided services. Supplier Personnel (and those of its sub-suppliers or subcontractors) are and will be provided a fair employment opportunity, protection of their basic human rights, and a clean working environment as free as practicable from health and safety hazards.

(e) Supplier represents, warrants, certifies and covenants that it has adopted policies and established systems to procure tantalum, tin, tungsten and gold from sources that have been verified as conflict free, and to provide to Buyer upon request supporting data regarding its supply chain for tantalum, tin, tungsten, and gold, on a platform to be designated and/or provided by Buyer. Supplier further agrees to report to Buyer any changes to the source, quantity or chemistry of any such material and to the use of such material pursuant to the Change provisions set forth in Section 4(b) above.

(f) Supplier shall comply with all laws concerning improper or illegal payments and gifts or gratuities and agrees not to pay, promise to pay or authorize the payment of any money or anything of value, directly or indirectly, to any person for the purpose of illegally or improperly inducing a decision or obtaining or retaining business in connection with this Contract.

(g) Supplier represents, warrants, certifies and covenants that it has established an effective program to ensure that the activities of its sub-suppliers and subcontractors in regards to the Products and/or Services and Deliverables supplied or otherwise provided to Buyer hereunder will be in compliance

with Section 11(a)-(f) above and Section 12 below.

(h) If Buyer determines that any of Supplier's representations, warranties, certifications or covenants contained in this Contract is incomplete or untrue, Buyer shall have the right to immediately require Supplier to bring Products and/or Services and Deliverables into conformity with its representations, warranties, certifications and covenants or, at Buyer's sole option, to terminate this Contract without further compensation to Supplier. In addition, Supplier shall compensate Buyer for any damages suffered by Buyer as a result of any untrue or incomplete representation, warranty, certification or covenant of Supplier, or breach thereof hereunder by Supplier, and Supplier shall defend, indemnify, release and hold harmless Buyer, its directors, officers, employees, agents, representatives, successors and assigns, whether acting in the course of their employment or otherwise, against any and all suits, actions or proceedings, at law or in equity, and from any and all claims, demands, losses, judgments, damages, costs, expenses, or liabilities resulting from or in any way connected with Supplier's breach of any of the representations, warranties, certifications or covenants contained in this Contract. Supplier agrees to include this clause in any subcontracts issued hereunder. The provisions of this Section 11 shall survive any termination or expiration of this Contract.

12. ENVIRONMENTAL, HEALTH, SAFETY AND SECURITY REQUIREMENTS:

(a) Supplier represents, warrants, certifies and covenants that it shall perform all activities required under this Contract in compliance with all applicable national, EU, state/provincial and local labor, environmental, health and safety laws and regulations.

(b) For all Products, Deliverables and other materials sold or otherwise transferred to Buyer under this Contract, Supplier shall provide all relevant information including without limitation, safety data sheets in the language and the legally required format of the location to which the Products and Deliverables will be shipped and mandated labeling information, required pursuant to applicable requirements such as: (i) Occupational Safety and Health Act (OSHA) regulations codified at 29 CFR 1910.1200, or (ii) Regulation (EC) No 1907/2006 ("**REACH**") or EU Directive 67/548/EC, as amended, if applicable, and (iii) any other applicable law, rule or regulation, or any similar requirements in any other jurisdictions to which Buyer informs Supplier the goods are likely to be shipped, whether or not the standard applies to the activities of Supplier**.**

(c) Supplier represents, warrants, certifies and covenants that each chemical substance constituting or contained in the Products and/or Deliverables sold or otherwise transferred to Buyer (including packing) hereunder is on the list of chemical substances compiled and published by (i) the Administrator of the Environmental Protection Agency pursuant to the Toxic Substances Control Act (15 USC Section 2601 et seq.) as amended; (ii) the European Inventory of Existing Commercial Chemical Substances (EINECS) or the European List of Notified Chemical Substances (ELINCS); or (iii) any equivalent lists in any other jurisdictions to which Buyer informs Supplier or Supplier knows the Products and/or Deliverables will likely be shipped to or through; or that Supplier is exempt from the foregoing lists, in which case Supplier shall provide adequate documentation of the validity of the claimed exemption. Supplier further represents, warrants, certifies and covenants that each chemical substance constituting or contained in Products and/or Deliverables sold or otherwise transferred to Buyer hereunder is manufactured, imported, used and supplied in full compliance with the provisions of REACH, and is pre-registered or registered, if required, under REACH, is not restricted under Annex XVII of REACH and if subject to Authorization under REACH Annex XIV, is authorized for Buyer's use. In each case, Supplier will timely provide Buyer with supporting documentation, including without limitation, (iv) pre-registration numbers for each such substance, (v) the exact weight by weight percentage of any REACH candidate list substance constituting or contained in the Products, (vi) all relevant information that Buyer needs to meet its obligations under REACH to communicate site use to its customers and (vii) the documentation of the authorization for Buyer's use of an Annex XIV substance.

(d) Supplier shall notify Buyer if it decides not to register substances that are be subject to registration under REACH and constitute or are contained in Products and/or Deliverables supplied to Buyer at least six (6) months before their registration deadline. Supplier will monitor the publication by the European Chemicals Agency of the list of substances meeting the criteria for authorization under REACH (the "**Candidate List**") and immediately notify Buyer if any of the Products and/or Deliverables supplied to

Buyer is manufactured by Supplier with or contains a substance officially proposed for listing on the Candidate List. Supplier shall provide Buyer with the name of the substance as well as with sufficient information to allow Buyer to safely use the Product or fulfill its own obligations under REACH.

(e) Supplier shall disclose to Buyer the existence of any and all hazardous materials contained in Products, Deliverables and other materials sold or otherwise transferred to Buyer hereunder. Supplier represents, warrants, certifies and covenants that none of the Products or Deliverables supplied under this Contract contains any: (i) lead, mercury, cadmium, hexavalent chromium, polybrominated biphenyls (PBBs), polybrominated diphenyl ethers (PBDEs) (flame retardants), or any other hazardous substances the use of which is restricted under EU Directive 2002/95/EC (27 January 2003) (RoHS Directive), as amended; (ii) arsenic, asbestos, benzene, polychlorinated biphenyls (PCBs), or carbon tetrachloride; (iii) any chemical restricted under the Montreal Protocol on ozone-depleting substances; (iv) any substance listed on the REACH candidate list, subject to authorization and listed on Annex XIV of REACH, or restricted under Directive 76/769/EEC and when it shall be repealed, Annex XVII of REACH; or (v) any other chemical or hazardous material the use of which is restricted in any other jurisdictions to which Buyer informs Supplier or the Supplier knows the goods are likely to be shipped to or through; unless Buyer expressly agrees otherwise in writing as an addendum to this Contract and Supplier identifies an applicable exemption from any relevant legal restriction on the inclusion of such chemicals or hazardous materials in the Products or Deliverables sold or transferred to Buyer. Upon request from Buyer and subject to reasonable confidentiality provisions which enable Buyer to meet its compliance obligations, Supplier will provide Buyer with the chemical composition, including proportions, of any substance, preparation, mixture, alloy contained in or incorporated into the Products and/or Deliverables supplied under this Contract and any other relevant information or data regarding the properties including without limitation test data and hazard information. Supplier also represents, warrants, certifies and covenants that any substance contained in Products and/or Deliverables which is a “hazardous substance” as defined under CERCLA, is produced in compliance with applicable state and federal requirements and Occupational Safety and Health Act (OSHA) regulations.

(f) Supplier represents warrants, certifies and covenants that, except as specifically listed in writing as an addendum to this Contract, none of the goods supplied under this Contract are (i) subject to electrical or electronic reuse or recycling take back requirements pursuant to applicable national law, or (ii) contain batteries or accumulators or are batteries or accumulators subject to labeling or take back requirements pursuant to applicable law.

(g) Supplier represents that any wood packing or wood pallet materials are in compliance with the import restrictions and treatment requirements of the United States Code of Federal Regulations, 7 CFR 319.40-1 through 319.40-11, as may be changed or amended, and the International Plant Protection Convention Standards on Wood Packing Materials. Supplier shall provide Buyer with any certifications required by Buyer to evidence such compliance.

(h) Supplier also represents, warrants, certifies and covenants that it has developed and implemented a company security and crisis management plan and procedures (“**Security Plan**”) that provide for measures that ensure the physical integrity and security of all shipments against the unauthorized introduction or harmful or dangerous materials in accordance with (i) the recommendations of the United States Customs Service under the provisions of the Customs-Trade Partnership Against Terrorism (“**C-TPAT**”) for Supplier’s type of business, (ii) the requirements or recommendations of the EU Authorized Economic Operator (“**AEO**”) program, and (iii) any other governmental program for protection of international supply chains in which Buyer does or may in the future participate. The Security Plan shall include improvements in physical security, access control, procedural security, personal security, awareness education and training. Supplier shall (iv) communicate C-TPAT security recommendations or other relevant security recommendations to its sub-suppliers, subcontractors and transportation providers and condition its relationship with those entities upon their implementation of a Security Plan, and (v) upon request of Buyer, provide a written copy of the Security Plan. If Supplier is found not to be compliant with C-TPAT, AEO or any other relevant program, Supplier shall immediately take such steps as required to be compliant and hold Buyer harmless and reimburse Buyer for all costs, losses, claims or penalties charged to or imposed upon Buyer by reason of Supplier’s noncompliance.

(i) Supplier represents, warrants, certifies and covenants that it has established an effective program to ensure that the activities of any suppliers that it utilizes to provide any chemicals, substances,

mixtures, preparations, components, finished products or services that will be incorporated into the goods or services supplied under this Contract will be conducted in conformance with this Section 12.

13. BUYER POLICIES. Supplier acknowledges that it has received a copy of the Current Integrity Guide for Suppliers, Contractors and Consultants (the "**Guide**"), which Guide is available on Buyer's Supplier website at https://www.gecurrent.com/supplier, and agrees that it will comply fully with the Guide in the performance of this Contract. Where Supplier Personnel (as defined in Section 37 below) will be on Buyer premises regularly, have access to Buyer's network or Confidential Information (as defined in Section 14 below), interact with governments of Buyer's behalf or are otherwise in sensitive positions, Supplier also agrees that it will: (a) provide a copy of the Guide to Supplier Personnel; (b) instruct Supplier Personnel to comply with such documents; (c) be responsible for any failure of Supplier Personnel to comply with such document; and (d) upon reasonable notice, cause its relevant Supplier Personnel to attend and participate in compliance briefings conducted by Buyer representatives. As of the date hereof and at all times during the term of this Contract, Supplier shall be in compliance with Buyer's supplier qualification standards and the Guide, as amended from time to time.

14. INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIAL OR PROPRIETARY INFORMATION:

(a) No knowledge or information disclosed to Buyer by Supplier which in any way relates to Products and/or Services and Deliverables shall, unless otherwise specifically agreed in writing by Buyer, be deemed to be confidential or proprietary information, and Buyer shall acquire all such knowledge and information free from any restrictions (subject to Supplier's patent rights), as part of the consideration for this Contract and Buyer's MAS or Release.

(b) Supplier agrees that the existence of this Contract, including the nature of the Products and/or Services and Deliverables provided hereunder, as well as all information and material (which includes all source and object code if any), any and all technical and other knowledge or information obtained or learned by Supplier as a result of this buyer/supplier relationship, all technical and other information furnished by Buyer or jointly developed by Buyer and Supplier, and all information and material that Supplier develops under this Contract in the context of performing any Services and/or providing any Deliverables hereunder (collectively, "**Confidential Information**") shall remain Buyer's property and Supplier shall maintain in confidence and safeguard all Confidential Information. Supplier agrees to use any Confidential Information only for conducting business with Buyer in a manner contemplated by this Contract.

(c) Supplier shall restrict disclosures of any Confidential Information to only those Supplier Personnel who have a need to know and shall bind such personnel to obligations of confidentiality consistent with this Contract. Upon completion or termination of this Contract or upon request of the Buyer, Supplier shall promptly return all materials incorporating any such Confidential Information and any copies thereof. Without waiving any other rights that Buyer may have, and notwithstanding anything to the contrary herein, Buyer may immediately terminate with cause (with no right to cure) this Contract upon written notice to Supplier in the event that Supplier, including any Supplier Personnel, uses or discloses Buyer's Confidential Information other than as expressly permitted in this Section.

(d) Supplier agrees and represents that all rights, title and interest in and to any programs, systems, data, materials, drawings or any other property furnished or supplied to Supplier by or on behalf of Buyer are and shall remain the property of Buyer and shall be returned to Buyer on the termination or expiration of this Contract. Upon request, Supplier shall provide to Buyer drawings, specifications or other documentation evidencing the Products or Deliverables and/or all parts used in manufacture of the Products or creation of Deliverables. Buyer shall have no obligations of confidentiality with respect to said documentation unless otherwise agreed in a separate writing signed by both parties.

(e) Supplier further agrees and represents that Supplier shall comply with, and cause all Supplier Personnel to comply with, all applicable Buyer information technology guidelines and encryption requirements in accessing Buyer networks and in transmitting data electronically into Buyer networks in order to preserve and protect the integrity of Buyer systems and/or Buyer Confidential Information. Failure by Supplier to comply with the obligations set forth herein is considered a material breach of this Contract. Buyer reserves the right to conduct at any time, subject to a prior written notice, an on-site verification of

Supplier's compliance with obligations relating to the requirements contained in this Section 14(e), and Supplier shall provide access to all concerned facilities, equipment and records in order to conduct such verification.

15. PUBLICATION: Without Buyer's prior written consent, Supplier shall not advertise, promote or publish the fact that Buyer has contracted to purchase Products, Services or Deliverables from Supplier, disclose information relating to this Contract, publicly identify Buyer as a customer of Supplier, or use the name of Buyer or any of Buyer's customers in advertising or any other publications or on any websites.

16. IMPORTS:

(a) Unless otherwise specifically provided by Buyer in writing, Buyer shall be Importer of Record.

(b) Supplier warrants and covenants that all sales made hereunder are and shall be made in circumstances that will not give rise to the imposition of anti-dumping or countervailing duties under United States law (19 U.S.C. § 1671), European Union (Council Regulation (EC) No. 384/96 of December 22, 1995, Commission Decision No. 2277/96/ECSC of November 28, 1996), similar laws in such jurisdictions or any other country to which the Products may be exported, as currently in force or as may be amended. To the full extent permitted by law, Supplier shall indemnify, defend and hold Buyer harmless from and against any costs or expenses (including but not limited to any countervailing and/or dumping duties which may be imposed and, to the extent permitted by law, any preliminary dumping duties that may be imposed) arising out of or in connection with any breach of the above warranty

(c) If Supplier is Importer of Record, Supplier agrees that Buyer will not be a party to the importation of Products or Deliverables, that the transaction(s) contemplated by this Contract will be consummated subsequent to importation, and that Supplier will neither cause nor permit Buyer's name to be shown as "importer of record" on any customs entries or declarations. Upon request and where applicable, Supplier will provide Buyer with all documents and properly executed forms as required by U.S. export control laws and regulations and will further provide all commercial invoices in proper form to allow Buyer to apply for and receive duty drawback. Supplier will not disclose any information regarding Buyer and/or Products contrary to export control laws and regulations of the U.S.

(d) Supplier shall provide, in a timely, complete and accurate manner, to Buyer or Buyer's designated agent, all data required to enable Buyer's compliance with the U.S. Customs Importer Security Filing and additional Carrier Requirements regulation, 19 C.F.R. Part 149 (the "**ISF Rule**") for all of Supplier's ocean shipments of Products and/or Deliverables to Buyer destined for or passing through a United States port, including without limitation, the timely, complete and accurate provision of the ISF-10 Elements thereunder. Supplier shall indemnify and hold harmless Buyer, its directors, officers, employees, agents, representatives, successors and assigns from and against any and all actions or proceedings, at law or in equity, and from and against any and all claims, demands, losses, judgments, damages, costs, fines, expenses or liabilities resulting from or in any way connected with Supplier's breach of its obligations under this Section 16(d). The provisions of this Section 16 shall survive any termination or expiration of this Contract.

17. FOREIGN TRADE ZONE: If Buyer and Supplier agree to operate from any Foreign Trade Sub-Zone established by Buyer, any benefit arising from operation in such Foreign Trade Sub-Zone will inure to Buyer, and both parties will cooperate and adopt procedures designed to capture and maximize such benefit. Supplier shall be reimbursed immediately for any reasonable additional expense incurred to capture and maximize such benefit for Buyer.

18. INDEMNIFICATION AND INSURANCE:

(a) Supplier shall release, defend, hold harmless and indemnify Buyer (who shall control its own defense), its affiliates and its/their respective directors, officers, employees, representatives, successors, assigns, distributors, dealers, affiliates, customers and all other users of the Products and/or Services and Deliverables during the term of this Contract and thereafter, from and against any and all actual or alleged claims, demands, losses, judgments, damages, costs, expenses or liabilities (including attorney fees, overhead and court costs), including without limitation claims for death, personal injury, or property

damage, resulting from, arising out of or in any way connected with any act, failure to act, neglect or omission of Supplier or Supplier Personnel during the performance of this Contract, including without limitation: (i) breach of any Supplier representations or warranties hereunder; (ii) any failure of Products and/or Services and Deliverables to comply with applicable specifications (functional, design or otherwise), requirements or certifications hereunder; (iii) the negligence, willful misconduct or other tortious conduct of Supplier or Supplier Personnel in design, manufacture or otherwise with respect to Products or Deliverables or parts therefor, in Services rendered hereunder or otherwise in connection herewith; (iv) claims based on strict or product liability relating to Products and/or Deliverables; (v) failure to warn or inadequate warnings or instructions; (vi) failure of Products and/or Deliverables to perform in accordance with their intended use; and (vii) (A) representations or statements of Supplier or Supplier Personnel to third parties on behalf of Buyer not specifically authorized by Buyer in this Contract nor otherwise authorized in advance and in writing by Buyer, and (B) a violation by Supplier or Supplier Personnel of any applicable law, regulation or order. Buyer reserves the right to settle all such claims at its own expense, but such settlement shall not relieve Supplier from any of its liabilities under this Contract. Supplier agrees to include this clause in all related subcontracts. Upon Buyer's request, Supplier shall advance all attorneys' fees and other dispute resolution expenses related to any indemnified claim. The provisions of this Section 18 shall survive the termination or expiration of this Contract.

(b) For the duration of this Contract and for a period of six (6) years from the date of provision of the Products and/or Services and Deliverables, Supplier shall maintain, through insurers with a minimum A.M. Best rating of A-VII or S&P A or the equivalent in those jurisdictions that do not recognize such rating classification and licensed in the jurisdiction where Products and Deliverables are sold and/or where Services are performed, the following insurance: (i) Commercial General/Public Liability, on an occurrence form, in the minimum amount of USD $5,000,000.00 per occurrence with coverage for: (1) bodily injury/property damage; (2) personal/advertising injury; and (3) products/completed operations liability, including coverage for contractual liability insuring the liabilities assumed in this Contract, with all such coverages in this Section 18(b) applying on a primary basis, providing for cross liability, not being subject to any self-insured retention and being endorsed to name Current, its Affiliates, directors, officers, agents and employees as additional insureds; (ii) Business Automobile Liability Insurance covering all owned, hired and non-owned vehicles used in the performance of this Contract in the amount of USD $2,000,000.00 combined single limit each occurrence; (iii) Employers' Liability in the amount of USD $3,000,000.00 each accident, injury or disease; (iv) Property Insurance on an "All risk" basis covering the full replacement cost value of all of Buyer's property in Supplier's care, custody or control, with such policy being endorsed to name Buyer as "Loss Payee" as its interests may appear; (v) if Supplier will have access to Buyer's funds or accounts, Crime Insurance (also known as Employee Dishonesty insurance / Fidelity Bond) in an amount of not less than $1,000,000 covering all Supplier Personnel and including a Client's Interest endorsement or Insuring Agreement specifying that coverage extends to Buyer's property in the event of any theft of Buyer money or property, or money or property of others for which Buyer is responsible; and (vi) appropriate Workers' Compensation Insurance protecting Supplier from all claims under any applicable Workers' Compensation or Occupational Disease Act. Supplier shall obtain coverage similar to Workers' Compensation and Employers' Liability for each Supplier employee performing work under this Contract outside of the U.S. To the extent that this Contract is for professional Services, Supplier shall maintain Professional Errors and Omission Liability insurance in the minimum amount of $5,000,000.00 per claim; if Supplier will have access to Buyer's IT systems or restricted data, coverage must also include loss of and/or mishandling of data containing private or confidential information of Buyer or others for which Buyer is responsible, and failure to prevent unauthorized access to, or use of, Buyer's systems or data. If the scope of Services involves the potential for an environmental release, Supplier shall maintain Environmental Impairment (also known as Pollution) Liability with a limit of not less than $10,000,000 per occurrence covering on-site and off- site bodily injury and property damage, including clean-up cost as a result of pollution conditions arising from the Supplier's operations, including completed operations. If coverage is provided on a claims-made form, the retroactive date must precede the effective date of this agreement and provide for continuity in cover for (1) year after the completion of the Services. If any insurance is on a claims-made basis, the retro date must precede the date of issuance of this Contract and Supplier must maintain continuity of coverage for three (3) years following termination, expiration and/or completion of this Contract. Insurance specified in sub-sections 18(b)(i), (ii) and (iii) shall be endorsed to provide a waiver of subrogation in favor of Buyer, its Affiliates and its and their respective employees for all losses and damages covered by the insurances required in such subsections. The application and payment of any self-insured retention or deductible on any policy carried by Supplier shall be the sole responsibility of Supplier. Should Buyer be called upon to satisfy any self-insured retention or deductible

under Supplier's policies, Buyer may seek indemnification or reimbursement from Supplier where allowed by Law. Upon request by Buyer, Supplier shall provide Buyer with a certificate(s) of insurance evidencing that the required minimum insurance is in effect. The certificate(s) of insurance shall reference that the required coverage extensions are included on the required policies. Upon request by Buyer, copies of endorsements evidencing the required additional insured status, waiver of subrogation provision and/or loss payee status shall be attached to the certificate(s) of insurance. Acceptance of such certificate(s), which are not compliant with the stipulated coverages, shall in no way whatsoever imply that Buyer has waived its insurance requirements or any other obligations set forth herein. The above-referenced insurance limits in subsections (i), (ii) and (iii) can be met either via each policy or via a combination of these policies and an excess/umbrella liability insurance policy provided that excess/umbrella layers are no more restrictive than the primary layer.

19. NON-ASSIGNMENT: Supplier shall not assign this Contract or any interest, right or obligation created hereby or any payment due or to become due hereunder without Buyer's written consent. Any attempt by Supplier to make such assignment (or any such assignment by operation of law) shall be null and void. Notwithstanding any other provision herein, Buyer may assign this Agreement without the consent of Supplier in event of a Change in Control of Buyer. This Agreement shall be binding upon and inure to the benefit of Buyer and Supplier and their respective successors, heirs, executors, administrators, and permitted assigns. "Change in Control" means the closing of (a) a merger, consolidation or similar transaction providing for the acquisition of the direct or indirect ownership of more than fifty percent (50%) of Buyer's shares or similar equity interests or voting power of the outstanding voting securities or that represents the power to direct the management and policies of Buyer (including any acquisition arising through the offering of any shares of Buyer or any of its Affiliates on any securities or stock exchange), or (b) the sale of all or substantially all of a Buyer's assets related to the subject matter of the Agreement.

20. INTELLECTUAL PROPERTY WARRANTY AND INDEMNITY: Supplier warrants that Products and/or Services and Deliverables provided hereunder, and Buyer's use, possession, or import of such Products and/or Services and Deliverables, do not infringe any patent, copyright, trademark or other intellectual property right of any third party. Supplier shall hold Buyer harmless against and handle, defend or settle any claim, demand, suit or proceeding brought against Buyer (including its distribution partners and agents) or Buyer's customers and other users of Products and/or Services and Deliverables that is based on an allegation that any article, apparatus, material, component or part thereof constituting Products and/or Services and Deliverables, as well as any article, device or process resulting from the intended use thereof or any process or method furnished by Supplier for making or using Products and Deliverables and/or performing Services, constitutes an infringement of any patent, trademark, copyright or other intellectual property right, and Supplier shall pay all damages and costs awarded therein or all costs incurred and payment due in settlement thereof, including but not limited to any royalties due for the continuing purchase of, or use of Products and Deliverables from and/or the performance of Services by Supplier. If any article, apparatus, material, component or part thereof, or any device or process necessarily resulting from the use thereof or process or method for using Products and/or Services and Deliverables, is held in such suit or proceeding to constitute infringement or misappropriation and the manufacture, sale or use of the article, apparatus, material, component, part, device, process or method is enjoined, Supplier shall, at its own expense and at Buyer's option, either procure for Buyer or Buyer's customers and other users the right to continue making, using or selling the article, apparatus, material, component, part, device, process or method, or if the form, fit, function or performance thereof will not be materially adversely affected, replace same with a non-infringing article, apparatus, material, component, part, device, process or method, or modify it so it becomes non-infringing, or remove the article, apparatus or material or component and refund the purchase price and the transportation and installation costs thereof. The provisions of this Section 20 shall survive the termination or expiration of this Contract.

21. PRICING: Unless otherwise agreed in writing, the prices specified in this Contract are prices for all Products and Services and/or Deliverables ordered under this Contract, inclusive in the case of Products of the packaging for exportation or delivery in full container load quantities of such Products and any taxes and duties imposed on and/or payable by Supplier. No additional charges of any kind, including charges or expenses incurred in connection with boxing, containerization, cartage or other transportation or insurance will be allowed.

22. PAYMENTS:

(a) Payment by Buyer will be made following issuance of a PO and acceptance of the Products and/or Services and Deliverables ordered thereunder by Buyer, and, where applicable, receipt of Supplier's invoice. For purposes of Products that are equipment, "acceptance" shall mean the equipment is installed in Buyer's plant and meets all applicable contractual terms. Unless Buyer directs otherwise, if Supplier is required to submit an invoice for payment, Supplier shall submit its invoice(s) to the specific email address as outlined on the purchase order. Supplier hereby represents that its wire or electronic funds transfer and other payment instructions shall comply with all applicable banking and currency control laws, rules and regulations. If payment is to be made by means of wire or electronic funds transfer, then such transfer will be initiated within the agreed payment terms. The terms and conditions of Buyer's EFT Payment and Implementation as in effect from time to time are incorporated herein by reference and shall govern such electronic funds transfers for Products and/or Services and Deliverables.

(b) In addition to any other rights that Buyer may have under this Contract, Buyer may charge Supplier if Supplier fails to submit accurate invoices, reports or other documents or data required by Buyer. The intent of these charges is to reimburse Buyer for the additional out-of-pocket costs associated with auditing and otherwise correcting or accommodating Supplier's failure to comply with the requirements of this Section. Such payments are intended as a good faith defrayal by Supplier of Buyer's additional costs and not as a waiver of or substitute for the payment of any damages or indemnity otherwise provided under this Contract. **EACH PAPER INVOICE RECEIVED BUT NOT APPROVED BY ACCOUNTS PAYABLE SHALL BE ASSESSED A PROCESSING FEE OF $100 OR LESS. Buyer shall have no obligation to pay for Products, any installation of Products, if applicable, or Services or Deliverables if Buyer receives required invoices more than six months after Supplier is required to submit such invoices or if relevant accounts cannot be reconciled within six months of receipt of Products and/or Services and Deliverables due to the fault of Supplier. Except as time barred under any applicable statute of limitations of lesser duration, any claims by Supplier shall be time barred unless Supplier commences an arbitration proceeding with respect to such claim within two (2) years after the cause of action has accrued.**

23. PRODUCT RECALL: If at any time (a) any governmental agency or regulatory authority having jurisdiction provides written notice to either Buyer or Supplier, or (b) either Buyer or Supplier have a reasonable basis to conclude that any Products or Deliverables contain a defect which could create a potential safety hazard or unsafe condition, pose an unreasonable risk of serious injury or death, contain a quality or performance deficiency, or are not in compliance with any applicable code, standard or legal or regulatory requirement, thereby making it advisable, or required, that such Products or Deliverables be subject to corrective action including, without limitation, recall, retrofit, refund, replacement and/or repair (hereinafter "**Corrective Action**"), Supplier or Buyer will promptly communicate relevant facts to each other. Buyer shall determine whether any Corrective Action involving the affected Products or Deliverables is warranted or advisable unless notice to that effect has been received from any governmental agency having jurisdiction. If Corrective Action is required under the law or Buyer determines that it is advisable, Supplier shall promptly undertake Corrective Actions, including those required by any applicable consumer product safety or similar law and the regulations thereunder, and shall file all necessary papers, descriptions of corrective action, and other related documents and carry out the Correction Action. Buyer shall cooperate with and assist Supplier in any such filings and Corrective Action; provided, however, that nothing contained in this Section shall preclude Buyer from taking such action, and in such event, Supplier shall cooperate with and assist Buyer in any such filings and implementing the Corrective Action it elects to undertake. To the extent the need for such Corrective Action is determined to have been caused by a defect, noncompliance or quality or performance deficiency which is the responsibility of Supplier, at Buyer's election, Supplier shall perform all necessary Corrective Action at its sole expense, or Buyer shall perform such necessary Corrective Action and Supplier shall reimburse Buyer for all reasonable out-of-pocket costs and expenses incurred by Buyer in connection therewith. In either case, Supplier shall reimburse Buyer for all reasonable out-of-pocket costs and expenses incurred by Buyer in connection with any such (voluntary or mandatory) Corrective Action, including without limitation, the cost of locating, identifying and notifying Buyer's customers, the cost of repairing, or where repair of the Product or Deliverables is impracticable or impossible, repurchasing or replacing the recalled Product or Deliverable, any costs of packing and shipping the recalled Product or Deliverable, and the cost of media notification,

if such form of notification is necessary. The parties recognize that it is possible that other Supplier-provided products or deliverables might contain the same defect, noncompliance or quality or performance deficiency as do Products or Deliverables provided to Buyer. Buyer and Supplier agree that any Corrective Action involving Products or Deliverables provided to Buyer shall be treated separately and distinctly from similar Corrective Action of other products or deliverables of Supplier; provided that such separate and distinct treatment is lawful and Supplier shall in no event fail to provide at least the same protection to Buyer on such Products or Deliverables as Supplier provides to its other customers in connection with similar Corrective Action. Each party shall consult the other before making any statements to the public or a governmental agency relating to potential safety hazards affecting Products or Deliverables, except where such consultation would prevent timely notification required by law. The provisions of this Section 23 shall survive any termination or expiration of this Contract.

24. RECORDS AND AUDITS: Buyer has the right at any reasonable time and upon reasonable notice to verify any data Supplier has prepared or submitted under this Contract, including financial information of Supplier, its sub-suppliers and subcontractors, and its affiliates. Supplier shall supply financial information reasonably requested by Buyer.

25. INSPECTIONS AND REJECTIONS:

(a) All Products and/or Services and Deliverables covered by this Contract shall be received subject to Buyer's right of inspection, count, testing and rejection. Such right shall be extended to Buyer's customers. Payment for Products and/or Services and Deliverables delivered hereunder shall not constitute acceptance thereof, and all payments against documents shall be made with a reservation of rights by Buyer for defects in Products and/or Services and Deliverables or documents, including, without limitation, defects apparent on the face thereof. Supplier shall provide and maintain inspection and process control systems acceptable to Buyer for production of the Products and/or performance of the Services and provision of the Deliverables. Records of all inspections by Supplier shall be kept complete and available to Buyer during the performance of this Contract or for such longer period as may be required by law. Buyer may inspect Products and/or Deliverables at Supplier's plant and any other place of manufacture or production at any time without waiving its right subsequently to reject or revoke acceptance of such Products and/or Deliverables for any defects. Failure of Buyer to inspect shall not relieve Supplier from any of its responsibilities hereunder. Supplier, at its expense, shall furnish, or cause to be furnished, facilities and assistance reasonably necessary to ensure the safety and convenience of any such inspections.

(b) If any of the Products and/or Services and Deliverables are found at any time to be defective in design, materials or workmanship or otherwise to be not in conformity with the requirements of this Contract, including any applicable specifications, samples, drawings, designs, plans, instructions, statements of work or delivery dates, Buyer, in addition to such other rights as it may have under this Contract, at law and/or in equity, at its option may: (i) reject and return such Products and/or Deliverables at Supplier's expense; (ii) require Supplier at its expense to replace the rejected Products and/or Deliverables and/or re-perform the Services under a revised MAS or Release submitted by Buyer; or (iii) require Supplier to inspect Products and/or Services and Deliverables and remove and replace nonconforming Products and/or Deliverables with conforming Products and/or Deliverables, and/or re-perform the Services to conform with this Contract. Buyer may at its option inspect, sort, remove, correct and replace such Products and/or Services and Deliverables and Supplier shall pay the actual cost thereof. If any Products and/or Services and Deliverables are rejected, Buyer may deduct from the current invoice of Supplier the cost of rejected Products and/or Services and Deliverables. Buyer may also charge to Supplier all direct and indirect costs incurred by Buyer as a result of any nonconforming Products and/or Services and Deliverables whether or not Buyer rejects such Products and/or Services and Deliverables. Buyer will itemize such costs to Supplier, which may include, but not be limited to, cost of defective materials, a 15% handling charge, transportation charges, incidental material and labor costs, sorting and rework expenses, lost production starts directly caused by the defect(s) (including late delivery), or any other ascertainable costs creating a loss to Buyer.

26. QUALITY:

(a) At all times, Supplier and the Products and/or Deliverables shall meet the requirements

specified in Buyer's Supplier Quality Policy, which is available on Buyer's Supplier website (https://www.gecurrent.com/supplier) and incorporated herein by reference.

(b) Products and/or Deliverables delivered by Supplier shall meet Buyer's standard quality levels including maintaining Parts Per Million ("**PPM**") rejection levels of 5,000 or less. If Supplier fails to deliver the required PPM levels on a rolling three (3) month average, Buyer shall have the right, commencing on any occurrence of such failure and continuing until such time as acceptable PPM levels are again achieved (the "**Excessive PPM Level Period**"), to apply a 2% discount to Products and/or Deliverables produced during an Excessive PPM Level Period. For the purpose of this paragraph, PPM shall mean the incidental part per million rejection rate for Products and/or Deliverables which is determined by taking the product of (a) the sum of the incoming and line rejections, divided by the total receipts and (b) one million. Supplier shall submit ongoing production data (refer to the Supplier Quality Policy) for the duration of a Product's and/or Deliverable's production life. Supplier's failure to submit required data may result in Buyer withholding up to two percent (2%) of the price of the Products and/or Deliverables received until such data is input into the Supplier Process Quality system.

(c) In the event of an Excessive Failure, as defined below, Supplier shall reimburse Buyer for its documented costs incurred in investigating, repairing or replacing affected Products and/or Deliverables. An "**Excessive Failure**" will have occurred in the case of any Product and/or Deliverable, if during the longer of the customer warranty period on the Product and/or Deliverable or of the fixture or system ("**Fixture**") constituting or containing such Product and/or Deliverable, the Service Call Rate, as determined below, for a particular Product and/or Deliverable part number constituting or contained in the Fixture manufactured within a particular production quarter exceeds one-half percent (0.5%). The Service Call Rate for a particular Product and/or Deliverable constituting or contained in a Fixture will be calculated by computing the quality percentage equal to (i) the actual number of customer service calls concerning the Product and/or Deliverable for a given quarter of manufacture of the Fixture divided by (ii) the total number of Fixtures constituting or containing the specific Product and/or Deliverable produced during the same quarter of manufacture. Customer service calls resulting from (iii) unforeseeable misuse, abuse, negligence or accident, (iv) improper installation, service or maintenance, (v) transportation of Products and/or Deliverables by Buyer; (vi) improper storage of Products and/or Deliverables by Buyer; or (vii) defective designs owned by Buyer shall not be included in the calculation of the Service Call Rate.
The provisions of this Section 26(c) shall survive any termination or expiration of this Contract.

(d) Buyer and Supplier shall cooperate and consult in the qualification of Products and/or Deliverables. Supplier shall produce an agreed upon number of Product and/or Deliverable samples, which Buyer shall evaluate in accordance with criteria used by Buyer in its commercial operations or developed by Buyer for use in connection with the Products and/or Deliverables. At Buyer's request, all data and documentation produced from compliance and reliability testing shall be submitted to Buyer for review. Supplier shall maintain, for the period of production of the Products and/or Deliverables hereunder, and for a period of two (2) years after production of a Product and/or Deliverable has ceased, and shall make available to Buyer within forty-eight (48) hours of Buyer's request, any and all data and documentation produced from energy, compliance and reliability testing, including without limitation, test data associated with tests performed to satisfy the requirements of the U.S. Department of Energy. Such data and documentation shall be indexed in such a fashion as to make it readily accessible for review by Buyer. Supplier shall also provide Buyer copies of any and all certification reports submitted to the DOE, as well as to the Federal Trade Commission, EnergyStar and California Energy Commission, simultaneously with the filing of such reports with such agencies or entities. Buyer shall advise Supplier in writing if the Product samples meet its criteria, at which time the Product and/or Deliverable shall be qualified for sale under this Contract, and the associated design, specifications and tolerances relating thereto shall become the quality procurement specifications ("**QPS**") for such Product and shall be documented in writing and be included as part of the Product specifications. Buyer shall have no obligation to purchase any Product until the Products are qualified pursuant to the above process.

27. SUPPLIER AND SUPPLIER PERSONNEL: Supplier's relationship and that of Supplier Personnel to Buyer in performance of this Contract shall be that of independent contractor and not as an agent, servant or employee of Buyer. Supplier and Supplier Personnel shall comply with all rules, including safety, traffic and security, established by Buyer for operations within Buyer's location(s).

28. SET-OFF: Buyer shall have the right at all times to set off any amounts owing at any time from Supplier to Buyer, any unincorporated component of Buyer or any of its Affiliates, against any amount payable at any time by Buyer to Supplier.

29. SUBCONTRACTING: The parties recognize that the nature of the work of Supplier may require Supplier to procure materials and/or services from third parties; however, should Supplier elect to subcontract any work under this Contract, it shall subcontract only after obtaining Buyer's prior written consent. Any action taken by Supplier in contravention of the foregoing is hereby deemed null and void. Any consent so granted by Buyer shall not relieve Supplier of its obligations hereunder, and Supplier shall remain entirely responsible for Supplier's performance of all Services and delivery of all Products and Deliverables, as well as compliance with all other terms of this Contract. No contract or agreement shall be created or construed to exist between Buyer and Supplier's sub-suppliers or subcontractors as a result of such consent. If Buyer consents to the use by Supplier of subcontractors hereunder, such subcontractors shall be engaged by Supplier under terms and conditions no less restrictive than those set forth herein, and Supplier shall ensure that each subcontractor has obtained and maintains all licenses required in connection with this Contract. As used herein, "**sub-supplier**" means any individual, firm, corporation or other third party engaged directly or indirectly by Supplier in any part of the delivery of Products, and "**subcontractor**" means any individual, firm, corporation or other third party engaged directly or indirectly by Supplier in any part of the performance of the Services and/or delivery of Deliverables, in each case including any individual, firm or other entity furnishing materials and/or services necessary for the performance of Supplier's obligations under this Contract.

30. WARRANTIES:

(a) Notwithstanding any other provision in this Contract, Supplier represents and warrants as follows:

(i) all Products and Deliverables will be free of any lien, encumbrance, or claim of any nature by any third party and Supplier will convey clear title thereto to Buyer;

(ii) all Products and Deliverables sold to Buyer will be new and of merchantable quality, fit for Buyer's particular purpose(s) and will contain new parts and components and be free from all defects, whether latent or patent, in design, workmanship and materials, and shall comply with all applicable national, state and local laws. Supplier further warrants that all Products and Deliverables will strictly conform to all specifications, samples, drawings, designs, plans, instructions, statements of work or other requirements (including functional performance specifications) furnished, approved or adopted by Buyer;

(iii) all Services shall be performed by qualified individuals in a professional and workmanlike manner conforming to the highest industry standards and practices in a timely manner and in accordance with generally accepted practices and professional standards used by internationally recognized providers performing services similar to the Services hereunder;

(iv) Supplier has the legal right to provide all of the Products and/or Services and Deliverables hereunder;

(v) all Products and/or Services and Deliverables shall comply with any and all applicable federal, state, commonwealth, county and local, including those of any foreign country, laws and ordinances and all lawful orders, decrees, rules, regulations, codes and other requirements issued thereunder (hereinafter collectively referred to as "**Legal Requirements**"), including Legal Requirements to provide a safe and healthy workplace, to protect local environmental quality, to comply with applicable privacy or data protection laws of any country where work relating to this Contract is performed, and compliance with export control laws and regulations of the United States and of any foreign country;

(vi) the Services supplied under this Contract will not be provided utilizing forced, indentured or convict labor or utilizing the labor of persons in violation of the tax, immigration or minimum working age law in the country where the Services are being carried out, or in violation of minimum wage,

hour of service, or overtime laws of the country where the Services are being carried out;

(vii) Supplier is in full compliance with the Immigration Reform and control Act of 1986, as amended, and that it will only provide Buyer with Supplier Personnel whose employment eligibility has been verified; that it is in full compliance with all applicable laws relating to equal employment opportunity; and that it has implemented appropriate "revolving door" and conflict of interest screening mechanisms, and that its employees are in full compliance with all related regulations and laws, including but not limited to, 5 C.F.R. Sect. 2635 et. Seq., 18 U.S.C. Sec. 204, 207 and 208, and FAR Subpart3.104 et seq.;

(viii) Supplier has not engaged in any sharing or exchange of prices, costs or other competitive information or undertaken any other collusive conduct with any third-party supplier or bidder in connection with the preparation of any bid or proposal to Buyer or negotiation of this Contract;

(ix) except as otherwise agreed by Buyer in writing, no software constituting or contained in Products and/or Services and Deliverables supplied to Buyer hereunder is subject to or distributed under any license, other agreement or understanding, that: (i) would require the distribution of source code with the software of any Product, Service or Deliverable into which it is or becomes incorporated, or which would require source code to be made available when such is distributed to any third party; (ii) would impact, restrict or impair in any way Buyer's ability to license such software pursuant to terms of Buyer's choosing; or (iii) would impact or limit Buyer's ability to enforce Buyer's patent or other intellectual property rights against any third party in any manner (a "**FOSS License**"). Supplier represents and warrants it has not modified any software or other component that is subject to a FOSS License. Supplier will not incorporate any software or other component subject to a FOSS License into the software constituting or contained in Products and/or Services and Deliverables supplied to Buyer hereunder, including by virtue of embodiment of background software into such software other than as expressly approved in writing in advance by Buyer; and

(x) the Products and/or Services and Deliverables (A) do not and will not contain any restrictive devices such as any key, node lock, time-out, time bomb, or other function, whether implemented by electronic, mechanical or other means which may restrict or otherwise impair the operation or use of the Products and/or Services and Deliverables or any material embodying or comprising Products and/or Services and Deliverables; and (B) shall be free of viruses and other harmful code (including, without limitation, time-out features) which may interfere with the use of the Products and/or Services and Deliverables regardless of whether Supplier or Supplier Personnel purposefully placed such code in the Products and/or Services and Deliverables. In addition to exercising any of Buyer's other rights and remedies under this Contract or otherwise at law or in equity, Supplier shall provide Buyer, free of charge, with any and all new versions, upgrades, updates, releases, maintenance releases and error or bug fixes of the Products and/or Services and Deliverables (collectively, "**Revised Code**") that prevents a breach of any of the warranties provided under this Contract or corrects a breach of such warranties. Revised Code contained in Products and/or Services and Deliverables constitutes Products and/or Services and Deliverables for purposes of this Contract.

(b) The foregoing warranties shall survive Buyer's inspection, acceptance, sale and use of the Products and/or Services and Deliverables. The warranties and remedies contained in this Section shall be in addition to, and shall not be construed as restricting or limiting, any warranties or remedies of Buyer, express or implied, which are provided by contract or law.

(c) In the event that any Products and/or Services and Deliverables do not conform to any of the foregoing warranties, Supplier at its sole expense and at Buyer's option shall promptly repair or replace such Products and Deliverables and/or re-perform such Services and reimburse Buyer for losses, injuries, remedial costs and other direct damages resulting from such non-conformance. In the event of Supplier's failure to do so, Buyer may make such repair or replacement or have the service re-performed at Supplier's expense, after notice to Supplier. Any Products or Deliverables repaired or replaced or Services re-performed under this provision shall be warranted as provided herein.

(d) Supplier hereby extends to Buyer any and all warranties received from Supplier's sub- suppliers and subcontractors and agrees to enforce such warranties on Buyer's behalf. All of Supplier's warranties

shall run collectively and separately to Buyer, its successors, assigns, customers and users of Products and/or Deliverables sold by Buyer.

(e) Any claim by Buyer under this Section (or any other provision of this Contract), shall be asserted through a notice of arbitration filed within four (4) years after the cause of action has accrued.

31. RELIANCE ON CERTAIN SUPPLIER FURNISHED INFORMATION: Supplier acknowledges and agrees that Buyer will use and rely upon the specifications, drawings and other information furnished by Supplier to Buyer in developing and printing labels and other packaging (including packing slips and Customs and other governmental declarations) and selling material. Supplier will indemnify and hold Buyer harmless from any and all costs and damages suffered by Buyer as a result of any inaccuracies in any information furnished to Buyer by or on behalf of Supplier that Buyer uses or relies upon in designing or printing Buyer's labels and other packaging and selling material.

32. DISPUTE RESOLUTION:

(a) All disputes, controversies and questions directly or indirectly arising out of, in connection with or in relation to this Contract or its subject matter, including, without limitation, all disputes, controversies and questions relating to the validity, negotiation, interpretation, construction, performance, termination and enforcement of this Contract (each and all, "**Dispute(s)**"), shall be resolved finally and conclusively in accordance with this section, which shall be the sole and exclusive procedure for the resolution of any Dispute.

(b) The parties shall attempt in good faith to resolve any Dispute promptly by negotiation. If the matter has not been resolved within sixty (60) days after a party's request for negotiation, either party may initiate arbitration as provided herein. Any Dispute, which has not been resolved as provided above, shall, at the request of either party, be finally settled by arbitration administered by the American Arbitration Association ("**AAA**") under its Commercial Arbitration Rules in effect on the date of this Contract, by an independent and impartial arbitrator jointly selected by the parties. If the parties cannot agree on an arbitrator, then AAA shall appoint a person whom it deems qualified to serve as the arbitrator. The validity of this arbitration provision, the conduct of the arbitration, any challenge to, confirmation of, or enforcement of any arbitral award or order, or any other question of arbitration law or procedure shall be governed exclusively by the Federal Arbitration Act, 9 U.S.C. sections 1-16; however, the award can be modified or vacated on grounds cited in the Federal Arbitration Act. The place of arbitration shall be in Cleveland, Ohio, U.S.A. The language of arbitration shall be English. The federal and state courts located in the State of Ohio, U.S.A. shall have exclusive jurisdiction over any action brought to enforce this arbitration provision, and each party irrevocably submits to the jurisdiction of those courts for that purpose. Notwithstanding the foregoing sentence, either party may apply to any United Stated District Court of competent jurisdiction, wherever situated, for enforcement or confirmation of any judgment on an arbitral award.

(c) Notwithstanding any other provision of this Contract, the parties expressly agree that before the first meeting of the arbitral tribunal, either shall have the right to apply to any state or federal court in Ohio, U.S.A or any other court that would otherwise have jurisdiction, for provisional or interim measures.

(d) Each party hereby consents to a single, consolidated arbitration proceeding of multiple claims, or claims involving more than the parties. The prevailing party or parties in any arbitration conducted under this paragraph shall be entitled to recover from the other party or parties (as part of the arbitral award or order) its or their attorneys' fees and other reasonable costs of arbitration. Supplier and Buyer hereby mutually agree to waive to the extent permitted by law, trial by jury in any litigation in any court in connection with or arising out of this Contract or the Supplier/Buyer relationship. The provisions of this Section 32 shall survive any termination or expiration of this Contract.

33. WAIVER: No claim or right arising out of a breach of this Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the waiving party. The failure of Buyer to enforce at any time or for any period of time any of the provisions of this Contract shall not be construed to be a waiver of such provisions nor the right of Buyer thereafter to enforce each and every such provision.

34. MATERIAL MANUFACTURED BY BUYER: To the extent practicable, Supplier shall include the use of materials, manufactured components and services that can be supplied and/or provided by Buyer and/or its Affiliates wherever suitable for application in all Products and Deliverables. Notwithstanding this provision, it is the Supplier's responsibility and obligation to ensure that all specifications are met with respect to component parts regardless of their source.

35. LIENS: Unless otherwise agreed by Buyer in writing, Supplier hereby waives the right to assert and hereby releases any and all liens, claims or encumbrances which Supplier may assert against Buyer, Buyer's property, the Products or Deliverables. Supplier shall pay, satisfy, and discharge all liens, claims, encumbrances or other obligations or liabilities which may be asserted against Buyer or its property by reason of any act or omission of Supplier, its employees, agents, subcontractors, or sub-suppliers in connection with or relating to performance under this Contract. Before any final payment from Buyer, Supplier shall be required to show payment and release of all debts, taxes, liens, claims, charges and obligations arising out of or connected with the performance of this Contract. Supplier shall execute affidavits or provide such lien release certificates as Buyer may require evidencing such release. In the event a lien is asserted against Buyer or its property by reason of any act or omission of Supplier, its employees, agents, subcontractors or sub-suppliers, Buyer may exercise its right of setoff hereunder for any amounts paid by Buyer to release such lien.

36. PERSONAL DATA PROTECTION: Supplier agrees that Buyer's Confidential Information shall be subject to the organizational, technical, and physical controls and other safeguards set out in the Current Privacy and Data Protection Appendix, incorporated herein and on https://www.gecurrent.com/supplier, ("PDP"). If Supplier has access to "Current Restricted Data," "Sensitive Personal Information," "Controlled Data," or a "Current Information System" as defined in the PDP, Supplier agrees to apply such additional safeguards and to grant Current such additional rights as are set out in the PDP in connection with any such data and systems.

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37. SUPPLIER PERSONNEL:

(a) The term "**Supplier Personnel**" means all Supplier employees and third parties (including, but not limited to, contractors, agents, representatives, leased workers, consultants, sub- suppliers and subcontractors) used by Supplier that directly or indirectly provide items or services used in furnishing Products and/or Services and Deliverables to Buyer.

(b) Buyer shall, at all times, have the right to review and approve any Supplier Personnel assigned to perform Services and to reject or have removed immediately from the provision of Services hereunder, any Supplier Personnel. The exercise of this right shall be independent of any alleged breach by Supplier of this Contract. Supplier shall pay the costs of familiarizing any replacement Supplier Personnel for the provision of Services or Deliverables and Buyer agrees that time deadlines and cost estimates, if any, may require adjustment as a result of replacing Supplier Personnel unless removal is for good cause. Buyer may request to interview and approve any replacement Supplier Personnel for the provision of Services and/or Deliverables prior to such individual's commencement of such Services for Buyer; Buyer's approval shall not be unreasonably withheld.

(c) Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between Buyer and either Supplier or any Supplier Personnel. Supplier shall be solely responsible for payment of all compensation owed to Supplier Personnel, as well as federal and state income tax withholding, social security taxes, and unemployment insurance applicable to such Supplier Personnel as employees, and Supplier shall bear sole responsibility for any health or disability insurance, retirement benefits, or other welfare or pension benefits (if any) to which Supplier Personnel may be entitled. Neither Supplier nor Supplier Personnel shall have any right or authority to assume or create any obligation of any kind, expressed or implied, in the name of or on behalf of Buyer. Supplier is responsible for all employer obligations toward all Supplier Personnel under all applicable laws and Buyer policies. Supplier will defend, indemnify and hold Buyer harmless against any claims that in any way (i) assert that any Supplier Personnel are employees or joint employee of Buyer, (ii) relate to the conduct of any Supplier Personnel; and/or (iii) pertain to a breach of this Contract by any Supplier Personnel.

(d) Supplier shall be responsible for maintaining satisfactory standards of personnel competency, conduct and integrity, and shall be responsible for taking such disciplinary action with respect to all such Supplier Personnel as may be necessary. Without limitation to the foregoing and when Supplier Personnel are on Buyer's or Buyer's customer's premises, Supplier will immediately remove and replace any Supplier Personnel if Buyer determines that such Supplier Personnel violated or may have violated any Buyer policies. In addition, for Supplier Personnel providing Services in the United States, Supplier shall also assure the Supplier Personnel's status to rightfully work in the United States through compliance with the Immigration and Naturalization Service's I-9 process. For Supplier Personnel providing Services in jurisdictions outside the United States, Supplier shall assure that such Supplier Personnel comply with local law requirements in such jurisdictions with respect to the right to work in such jurisdiction.

(e) Supplier is solely responsible for procuring and maintaining, and for ensuring that all of its Supplier Personnel providing Services agree to comply with, all necessary permits and licenses of governmental entities required in connection with Supplier's performance of the Services, including, where applicable, processing and procuring all necessary visas, work permits, and passport documents for its employees in advance of their assignment in connection with the provision of any Services in a timely manner to avoid any unnecessary delay

38. BACKGROUND CHECKING: To the extent permissible by applicable law, Supplier shall, through the utilization of an authorized background checking agency, perform background checks as set out in the Current Background Checking Guidelines located on https://www.gecurrent.com/supplier prior to (a) stationing any Supplier Personnel to perform Services at any Current location, facility or work site (for purpose of clarity, "stationing" shall not include periodic attendance or visits to such locations, facilities or work sites); (b) granting access to Current networks (such as having a Current-issued single sign-on account) to Supplier Personnel to provide the Services; (c) assigning Supplier Personnel to duties that are directly related to the safe operation or security of a Current facility or piece of equipment and which, if not performed properly, could cause a serious environmental, health or safety hazard to employees or the general public; or (iv) assigning Supplier Personnel to a Current worksite that is designated in its entirety as "security sensitive," even though the work responsibilities, if performed in another context, would not be security sensitive; and after securing appropriate written authorization from its Supplier Personnel.

39. DRUG USE POLICIES: Unless conflicting with any applicable laws, Supplier will advise any Supplier Personnel who provide Services under this Contract on Buyer's premises of Buyer's right to require an initial drug screen prior to the commencement of the Services and, further, to require a drug screen at any time during the provision of Services: (a) if Buyer believes in good faith that the Supplier Personnel is under the influence of an illegal substance, (b) as a consequence of an accident caused by or involving the Supplier Personnel on Buyer's premises during the performance of this Contract and likely to have been related to the Supplier Personnel's use of an illegal substance, or (c) if mandated by applicable regulations in connection with the Service being provided. Any drug screen shall be performed by Supplier at Supplier's expense and Supplier will address any positive results and handle accordingly. Supplier Personnel will not be permitted to perform the Services if a positive result of said drug screen is determined.

40. EXPENSES: In the event that the PO specifies that Buyer shall reimburse Supplier for travel and lodging expenses incurred solely in the context of Supplier rendering Services, Supplier is responsible for ensuring that said expenses conform to the following:

(a) Airline Travel: only actual costs of the fare shall be charged to Buyer. Only coach fare shall be used. Cost of ground transportation and parking for airline travel is charged at actual incurred cost including any reasonable gratuities. Supplier shall schedule airline travel at least fourteen (14) days in advance, unless otherwise specified by Buyer in writing.

(b) Auto Expense: the current IRS mileage standard per mile shall be reimbursable, plus any tolls. If Buyer has agreed in writing to reimburse rental car fees, then only actual costs shall be reimbursed by Buyer; provided, however, that Supplier is responsible for all costs associated with maintaining sufficient insurance coverage.

(c) Lodging: standard, single room rates shall be reimbursable, not to exceed Buyer's negotiated rate per day, unless otherwise authorized in advance and in writing by Buyer.

(d) Meals and incidentals: actual out-of pocket expenses shall be reimbursable, including any reasonable gratuities. Daily means shall not exceed Thirty Unites States Dollars (U.S. $30.00) per day, unless Buyer has provided prior written approval to the contrary.

All other expenses, costs and fees are the sole responsibility of Supplier and are not reimbursable by Buyer. All reimbursable expense charges shall be based on documented, actual out-of-pocket, incurred charges. No "service" charge or other similar form of additional charge shall be reimbursable. Supplier shall provide copies of all original receipts. When Buyer's corporate discounts are available and are to be used, Buyer shall notify Supplier, and Supplier agrees to comply with such notification for reimbursable expenses or otherwise waives its right to seek reimbursement from Buyer.

41. OWNERSHIP OF DELIVERABLES; SOFTWARE PRODUCTS; CLICK-WRAP:

(a) Buyer is hereby the exclusive owner of all Deliverables and all intellectual property rights including trade secrets, copyrights, moral rights, database rights and patents) thereto. All Deliverables considered "works made for hire" under the U.S. Copyright Act of 1976 (the "**Act**") shall be considered "works made for hire" under this Contract. Supplier hereby assigns to Buyer all right, title and interest to all other Deliverables, including any works of authorship and all intellectual property rights hereto, that are not considered "works made for hire" under the Act. To the extent that any Supplier, including Supplier Personnel, pre-existing materials (including third party or open source software) are contained in the Deliverables, said pre-existing materials must be identified as such in writing to Buyer prior to Supplier rendering any Services or Deliverables, and Supplier (on its behalf and on behalf of Supplier Personnel) hereby grants Buyer, its customers and all other users an irrevocable, worldwide, nonexclusive, paid-up, royalty-free, sublicenseable (through all tiers of sublicensees) right and license to use, execute, reproduce, perform, display, re-sell, distribute, and prepare derivative works of such pre-existing material and derivative works, and to make, have made, use, sell, offer to sell, and import products and processes utilizing such pre-existing materials, but in any case limited to the extent needed by Buyer, its customers and other users to exploit the Deliverables. Upon Buyer's request and at Supplier's expense, Supplier will provide Buyer with such assistance as Buyer may require, including whatever documents, information or materials are in Supplier's possession or available to Supplier, in order to enable Buyer to protect its ownership rights, including copyrights and patents, in any Deliverables. With respect to inventions for which Buyer wishes to seek patent protection, Supplier agrees to secure all necessary agreements with Supplier Personnel to ensure assignment of their interests in each such invention to Buyer as well. Supplier at its expense will take all reasonable steps necessary to secure cooperation of Supplier Personnel with Buyer in filing such patent applications, including obtaining the signatures of inventors on all necessary legal documents. To the extent a Deliverable includes or consists of software, Supplier shall deliver to Buyer the complete source code and object code versions.

(b) To the extent that any Products contain or consist of software that is not Buyer's property by virtue of subsection (a) above or otherwise (including third party or open source software), Supplier hereby grants Buyer, its customers and all other users an irrevocable, worldwide, nonexclusive, paid-up, royalty-free, sublicenseable (through all tiers of sublicensees) right and license to use, execute, reproduce, perform, display, re-sell, distribute, and prepare derivative works of such software, and to make, have made, use, sell, offer to sell, and import products and processes utilizing such software, but in any case limited to the extent needed by Buyer, its customers and other users to exploit the Products.

(c) If Seller provides any software under this Contract which requires Buyer, its customer or any other user to "accept" various terms and conditions, including, but not limited to, "click-wrap," "click- through," "browse-wrap," or "shrink-wrap", such terms and conditions will be of no force and effect even though they are "accepted" by Buyer or Buyer's designee in order to access or use the software.

42. TRADEMARKS: The names and trademarks of each Party shall remain the sole and exclusive property of that Party or its affiliates and shall not be used by the other Party for any purpose whatsoever unless expressly authorized in writing by the owning Party.

43. CYBER SECURITY: Supplier agrees that all Products and/or Deliverables supplied under this Contract that include executable binary code shall comply with the terms and conditions of the Product

Cyber Security Appendix located at https://www.gecurrent.com/supplier.

44. NOTICES: Notices and other communications required to be made under this Contract must be in writing in English, addressed to the parties at such addresses as may be designated in writing by either party to the other and shall be deemed received when a) delivered by hand, b) on the date indicated on the signed receipt if mailed by first-class registered or certified mail, postage prepaid, return receipt requested, c) delivered by overnight courier or d) delivered through electronic media such as email or fax. Notwithstanding the foregoing, any notice that is intended to have a legal effect shall be sent via reputable overnight courier.

45. LICENSED PRODUCTS: Seller acknowledges Buyer may possess trademark licenses allowing for use of the trademark(s) of third parties in the manufacture, sale, promotion, marketing and distribution of certain of Buyer's products ("Licensed Products"). Further to the requirements of this Contract, Seller agrees the following shall apply if this Contract calls for the provision to Buyer of any Licensed Products:

(a) The third party licensing its trademark(s) to Buyer shall have the right to supervise and monitor the use of its trademark(s) with respect to the Licensed Products. Such third party may inspect Seller's facilities during normal business hours with or without prior notice and audit and examine the manufacturing steps and processes utilized by Seller in the manufacture of Licensed Products as well as all related manufacturing and quality assurance records.

(b) Seller has no right of any kind to use or dispose of any Licensed Products, whether seconds, irregulars, excess stock or overruns, to any other entity or individual whatsoever.

(c) Seller shall indemnify and hold Buyer and the third party licensing its trademark(s) to Buyer harmless from the unauthorized use of any such licensed trademark(s).

46. ENTIRE AGREEMENT: This Contract, any Confidentiality Agreement or Nondisclosure Agreement entered into by the parties, and anything referenced and incorporated herein, including all terms and conditions on the PO, the MAS, and the Release, sets forth the entire agreement between the parties as to the subject matter herein and supersedes any prior or contemporaneous agreements, written or oral, between the parties. The terms of this Contract shall prevail over any terms or conditions contained in any other documentation related to the subject matter of this Contract and expressly exclude any of Supplier's general terms and conditions contained in any quotation, invoice, acknowledgment, purchase order, or any other document issued by Supplier. The order of precedence for resolution of conflicts is: (a) the PO; (b) any separate, written supply or sourcing agreement under which the PO containing this Contract is issued; (c) this Contract; and (d) Buyer Standing Instructions, Specifications and Standards. If not specifically noted which controls, any conflicts existing in those documents shall be resolved by Buyer's written direction specifying which provision is applicable. Product prices under this Contract may only be amended by a written agreement signed by Buyer and Supplier.