

BOURNS STANDARD PURCHASING TERMS AND CONDITIONS

These Bourns Standard Purchasing Terms and Conditions shall apply to all goods and services procured by Bourns, Inc., and/or its indirectly or directly owned subsidiaries (“Buyer”), whether by purchase order or other contract and shall be in accordance with the following terms unless otherwise stated in writing. The person of legal entity selling goods or services to Buyer shall be the “Seller”.

- 1. ACCEPTANCE – AGREEMENT:** As used herein, “Contract” means this document, including, without limitation, all terms, provisions, sub-parts, sections and attachments, along with any documents incorporated by reference herein. This Contract will be accepted by Seller and become effective immediately upon the first to occur of: (a) the date on which Seller provides written acceptance to Buyer (whether by electronic means or otherwise), or (b) Seller’s commencement of any work under this Contract. This Contract sets forth the exclusive terms and conditions under which Seller will sell and Buyer will purchase the goods or services described herein for the period(s) specified in this Contract. Terms and conditions proposed by Seller that are different from or in addition to the provisions of this Contract are expressly rejected by Buyer and are not a part of this Contract, and Seller’s acceptance is expressly limited to the terms of this Contract. This Contract constitutes the entire agreement between Seller and Buyer with respect to the matters contained herein and supersedes all prior or contemporaneous oral or written agreements, representations and/or communications. This Contract may be modified only by an amendment issued by Buyer.
- 2. PRICE WARRANTY:** Seller warrants that the prices for the goods sold to Buyer hereunder are not less favorable than those currently extended to any other customer for the same or similar goods in similar quantities. In the event Seller reduces its price for such goods during the term of this Contract, Seller agrees to reduce the prices hereof correspondingly. Seller warrants that prices shown on this Contract shall be complete, and no additional charges of any type, including, but not limited to, shipping, packaging, labeling, custom duties, taxes, storage, insurance, boxing and crating shall be added without Buyer’s express written consent.
- 3. INVOICES/DISCOUNTS:** In general Buyer will take discounts offered based on the invoice date. However, Buyer reserves the right to take discounts offered using the later of (a) the scheduled delivery date (b) the date of actual delivery, or (c) the date an acceptable invoice is received. For the purposes of earning a discount, payment is deemed to be made on the date an electronic payment is transmitted to Buyer’s bank or the date Buyer issues a paper check.
- 4. PACKING AND LABELING:** Goods shall be packed and labeled (at no additional charge) in accordance with good commercial practice and all applicable federal, state and local laws and regulations. For all goods sold hereunder, Seller shall (a) insure against personal injury or harm, and against damage from weather, handling, and transportation; (b) permit efficient handling; and (c) secure the lowest transportation charges for shipments where Buyer has expressly agreed to pay such transportation charges. All damages resulting from improper packaging of goods shall be paid by Seller.
- 5. DELIVERY:** Time is of the essence of this Contract. Seller shall promptly provide written notification to Buyer of any possible or actual delay in performance hereunder and shall provide all relevant information concerning the cause for such delay. In no event, however, shall such notice relieve Seller of its obligations under the Contract. If delivery of goods or rendering of services hereunder is not completed by the time promised, Buyer reserves the right, without liability, in addition to its other rights and remedies, to terminate this Contract for goods not yet shipped or services not yet rendered and to purchase substitute goods or services elsewhere and charge Seller with any loss incurred, or extend the time for delivery. The delivery dates shown on the purchase order reflects Buyer’s on-dock delivery dates. Transit time is to be considered by the Seller to meet the Buyer’s delivery date. Seller will electronically communicate with Buyer in a secure (encrypted) manner and specifically utilizing electronic data interchange (EDI) with respect to all supply chain communications relating to this Contract, including, without limitation, receiving Buyer’s production schedules and sending advance shipment notices to Buyer. Buyer shall not be liable for any excess goods shipped by Seller and reserves the right to return any goods not shipped in accordance with the Contract.
- 6. TITLE:** Title to the goods will transfer to Buyer free and clear of any liens, claims, encumbrances, interests or other rights at the moment the risk of loss transfers from Seller to Buyer with respect to such goods in accordance with the mutually agreed to Incoterm® or alternative delivery term.
- 7. SHIPMENT:** If, in order to comply with Buyer’s required delivery date, it becomes necessary for Seller to ship by a more expensive way than specified in this Contract, any increased transportation costs resulting therefrom shall be paid for by Seller unless the necessity for such rerouting or expedited handling has been caused solely by Buyer.
- 8. CHANGES:** Buyer shall have the right at any time to make changes in all, or any part of, drawings, designs, specifications, materials, quantities, packaging, time and place of delivery, and method of transportation. If any such

changes cause an increase or decrease in the cost or the time required for the performance, an agreeable equitable adjustment shall be made and this Contract shall be modified in writing accordingly. Seller agrees to accept any such changes subject to this paragraph and proceed without delay to perform the Contract as changed. Unless Seller presents to the Buyer an itemized claim within thirty (30) days after the receipt of notice of such change, the Seller shall be conclusively deemed to have waived all claims against the Buyer with respect thereto.

Seller will not relocate the production, manufacture or assembly of the goods from the facilities approved by Buyer, or change the location from which the goods are shipped, without first following Buyer's relocation requirements and obtaining Buyer's advanced written consent.

9. **CAPACITY/END OF LIFE:** If Seller elects to discontinue sale of the goods, Seller shall inform Buyer in writing at least twelve (12) months prior to the last-time-buy date (the "End-of-Life Period"). The unit prices for any goods ordered during the End-of-Life Period shall be the unit price(s) listed in this Contract. The Seller acknowledges that the goods supplied pursuant to this Contract may be incorporated into Buyer's end applications. Buyer is relying on the Seller to maintain sufficient production capacity for the Products for Buyer's use of such goods as replacement products or parts for Buyer's end applications. Accordingly, the Seller shall supply Buyer with sufficient quantities of the goods for use as replacement products or parts for Buyer's end applications for a period of ten (10) years from the last production date of such good. In the event the Seller fails to fulfill its supply obligations to Buyer hereunder, the Seller shall indemnify Buyer for all direct and indirect losses, costs, expenses, or other damages incurred by Buyer that are attributable to the Seller's breach.
10. **INSPECTION/TESTING:** Payment for the goods delivered hereunder shall not constitute acceptance thereof. Buyer shall have the right to inspect such goods and to reject any or all of said goods which are, in Buyer's judgement, nonconforming, not fit for use, or that do not satisfy Buyer's quality requirements. The unit prices of rejected goods will be credited against the invoice covering the shipment in which such goods were included or debited against the Seller's account. Goods rejected will be held at Seller's risk and subject to Seller's disposal for a reasonable time, and if not disposed of by the Seller, will be sold or otherwise disposed of by the Buyer for the Seller's account. Goods rejected and goods supplied in excess of quantities called for in this Contract may be returned to Seller at its expense and, in addition to Buyer's other rights, Buyer may charge Seller all expenses of unpacking, sorting, examining, repacking and reshipping such goods. In the event Buyer receives goods whose defects or nonconformity are not apparent on examination, Buyer reserves the right to require replacement, as well as payment of damages. Nothing contained in this Contract shall relieve in any way the Seller from the obligation of testing, inspection and quality control.
11. **BUYER'S PROPERTY:** The Seller agrees that the information, tools, jigs, dies, molds, drawings, patterns, specifications, and materials supplied or paid for by or charged to the Buyer shall be and remain Buyer's property and shall be held by the Seller for Buyer unless directed otherwise. With respect to all such items, Seller agrees (1) to account for the items, (2) to keep the items in good working condition, (3) to keep the items fully covered by insurance at no cost to Buyer, (4) use the items only for the performance of Buyer's orders, and (5) promptly return the items to Buyer or dispose of such items upon Buyer's written instructions. Each item of Buyer's property shall be stamped or stenciled with "BOURNS PROPERTY" or as directed by Buyer.
12. **WARRANTY:** Seller expressly warrants that all goods or services furnished under this Contract (a) conform to all specifications, drawings, samples, or other descriptions furnished or specified by Buyer or furnished by Seller and accepted by Buyer; (b) conform to appropriate standards; (c) are in compliance with all applicable laws, treaties, rules, regulations, conventions, and standards in the countries in which they are used and sold; (d) do not and will not constitute infringement or contributory infringement of any patent, or infringement of any copyright or trademark, or violation of any trade secret; (e) are being provided with good and marketable title or Seller has obtained the necessary licenses and rights for Buyer to use the goods free and clear from all encumbrances; (f) will be new and will be of good workmanship, free from defects in material, workmanship, and design; (g) conform to any statements made on the containers or labels or advertisements for such goods or services, and that any goods will be adequately contained, packaged, marked, and labeled; and (h) will be merchantable and will be safe and appropriate for the purpose for which goods or services of that kind are normally used, and if Seller knows or has reason to know the particular purpose for which Buyer intends to use the goods or services, Seller warrants that such goods or services will be fit for such particular purpose.

Inspection, testing, acceptance or use of the goods or services furnished hereunder shall not affect the Seller's obligation under this warranty, and such warranties shall survive inspection, testing, acceptance and use. Seller's warranty shall run to Buyer, its successors, assigns and customers, and users of the goods sold by Buyer. Seller agrees to replace or correct defects of, or issue a refund for, at Buyer's sole option, any goods or services not conforming to the foregoing warranty promptly, without expense to Buyer, when notified of such nonconformity by Buyer, provided

Buyer elects to provide Seller with the opportunity to do so. In the event of failure of Seller to correct defects in or replace nonconforming goods or services promptly, Buyer, after reasonable notice to Seller, may make such corrections or replace such goods and services and charge Seller for the cost incurred by Buyer in doing so.

Seller represents and warrants to Buyer that the goods are not themselves and do not include coltan, niobium, tantalum, tin, gold and tungsten, and/or their derivatives mined in areas of armed conflict and human rights abuses, notably in the eastern provinces of the Democratic Republic of the Congo or adjoining nations of Angola, Burundi, Central African Republic, the Republic of the Congo, Rwanda, South Sudan, Tanzania, Uganda and Zambia (the "Conflict Minerals"). Excluded from "Conflict Minerals" are such goods that are validated as conflict-free by the Conflict-Free Sourcing Initiative or other similar agency approved by Buyer in writing. Seller agrees to defend, indemnify and hold the Buyer harmless from any losses, including reasonable attorney fees, expert witness fees, and costs incurred by any of them due to any goods that are found to be or found to contain Conflict Minerals. Seller agrees to disclose to Buyer in writing the names and addresses of smelters that are used for any coltan, niobium, tantalum, tin, gold or tungsten used in the goods.

Seller represents and warrants that it will not manufacture in, nor source or allow its supply chain to source any materials or labor, directly or indirectly using a third-party agency, any products from the Xinjiang Uyghur Autonomous Region of China ("Xinjiang Region"). Seller represents and warrants that it does not source, or allow its supply chain to source any materials or labor, directly or indirectly using a third-party agency, for any product from any entity on the Uyghur Forced Labor Prevention Act ("UFLPA") Entity List. Seller agrees to be audited for compliance with this covenant and to produce information at Buyer's request to prove its supply chain and show the absence of any sub-supplier or material/labor from Xinjiang Region. The addition of Seller or any of sub-supplier in Seller's supply chain for goods and/or services offered for sale to Buyer to the UFLPA Entity List shall be a default under this Contract and shall entitle Buyer to immediately terminate business relationship with Seller for cause under Section 17 hereof with the right to indemnification for all resulting losses and damages in accordance with Section 18.A hereof.

13. **SETOFF:** After good faith discussion with Seller, all claims for money due or to become due from Buyer, or any of its subsidiaries or affiliates, however and whenever arising, to Seller, or any of its subsidiaries or affiliates, shall be subject to deduction or setoff by the Buyer, or any of its subsidiaries or affiliates, by reason of any claim or counterclaim arising out of this or any other transaction with Seller or any of its subsidiaries or affiliates. An "affiliate" of a party means any other company that controls, is controlled by, or is under common control with such party. For purposes of this definition, the term "control" means the ownership, directly or indirectly, of fifty percent (50%) or more of the capital or equity of a company or the ability, by voting securities, contract or otherwise, to elect a majority of the board of directors or other governing body of such company.
14. **ASSIGNMENTS AND SUBCONTRACTING:** No part of this Contract may be assigned or subcontracted without the prior written approval of Buyer.
15. **PROPRIETARY INFORMATION-CONFIDENTIALITY-ADVERTISING:** Seller shall consider all information furnished by Buyer to be confidential ("Confidential Information") (except that which is already available to the public through no fault of Seller), shall not disclose any such information to any other person, or use such information itself for any purpose other than performing this Contract, unless Seller obtains prior written permission from Buyer to do so. Seller will disclose Confidential Information only to Seller's employees who have a need to know such information. Seller may disclose Confidential Information to the extent required to be disclosed by applicable law, as long as Seller notifies Buyer (unless prohibited by applicable law), cooperates with Buyer to contest such disclosure requirement and only discloses the minimum amount of Confidential Information required to be disclosed. Seller shall maintain an information security program compliant with a recognized information security standard. Seller shall return all copies of Confidential Information to Buyer promptly upon request. Confidential Information shall include all drawings, specifications, other documents, tooling, designs, and the like prepared by Seller for Buyer or furnished by Buyer in connection with this Contract. Seller shall not advertise or publish the fact that Buyer has contracted to purchase goods from Seller, nor shall any information relating to this Contract be disclosed to a third party without Buyer's written permission. Unless otherwise agreed in writing, no commercial, financial or technical information disclosed in any manner or at any time by Seller to Buyer shall be deemed secret or confidential and Seller shall have no rights against Buyer with respect thereto except such rights as may exist under patent laws.
16. **TERMINATION FOR CONVENIENCE OF BUYER:** Buyer reserves the right to terminate this Contract or any part hereof for its sole convenience. In the event of such termination, Seller shall immediately stop all work hereunder, and shall immediately cause any of its suppliers or subcontractors to cease such work. Seller shall be paid a reasonable termination charge plus actual direct costs resulting from such termination. Seller shall not be paid for any work

performed after receipt of the notice of termination nor for any costs incurred by Seller's suppliers or subcontractors which Seller could have reasonably avoided. Seller agrees that the basis for assessing a termination charge, if any, in such instances shall be no less favorable to Buyer than that which Seller has used in assessing and collecting similar charges from any of its other customers.

17. **TERMINATION FOR CAUSE:** Buyer may also terminate this Contract or any part thereof for cause in the event of any default by the Seller, or if the Seller fails to comply with any of the terms of this Contract. Late deliveries, deliveries of goods that are defective or which do not conform to this Contract, or failure to provide Buyer reasonable assurances of future performance, on request, shall each be a cause allowing Buyer to terminate this Contract for cause. In the event of termination for cause, Buyer shall not be liable to Seller for any amount, and Seller shall be liable to Buyer for any and all damages sustained by reason of the default which gave rise to the termination. In the event Seller shall become insolvent or makes a general assignment for the benefit of creditors or files or has filed against it a petition in bankruptcy or reorganization, or pursues any other remedy under any law relating to the relief of debtors, or in the event a receiver is appointed to any of Seller's property or business, or Seller transfers or sells all or a substantial portion of its property or business, or in the event that a substantial or controlling interest in Seller is acquired by a party having interests that may be adverse to Buyer, Buyer may, at its sole option, cancel this Contract in accordance with this clause.

18. **INDEMNIFICATION:**

A. Seller shall defend, indemnify, and hold harmless Buyer, its subsidiaries and affiliates, and their respective officers, directors, agents and employees, against all damages, claims or liabilities, and expenses (including attorneys' fees and costs) arising out of or resulting in any way from, or incidental to, the performance, manufacture, delivery of goods or furnishing of services purchased hereunder, or from any act or omission of Seller, its agents, employees or subcontractors, including inability of Buyer to use goods and/ services contracted hereunder as intended. This indemnification shall be in addition to the warranty obligations of Seller.

B. Seller agrees upon receipt of notification to promptly assume full responsibility for defense of any claim, suit or proceeding which may be brought against Buyer or its affiliates, parent corporation, agents, customers, or other vendors for alleged patent infringement, as well as for any alleged unfair competition resulting from similarity in design, trademark or appearance of goods or services furnished hereunder, and Seller further agrees to indemnify Buyer, its affiliates, parent corporation, agents and customers against any and all expenses, losses, royalties, profits and damages, including attorneys' fees and costs, resulting from any such claim, suit or proceeding, including any settlement. Buyer may be represented by and actively participate through its own counsel in any such claim, suit or proceeding if it so reasonably desires, and the costs of such representation shall be paid by Seller.

If the goods or services or any part thereof or any use thereof are held to constitute infringement and the use enjoined, Seller shall promptly, and at its own expense: (1) procure for Buyer the right to continue using the goods or services; (2) replace same with non-infringing goods or services satisfactory to Buyer; (3) modify the goods or services in a way satisfactory to Buyer so they become non-infringing; or (4) permit Buyer to cancel any or all of the unused portion of this Contract and to return to Seller for full credit the unused portion of any goods delivered pursuant to it.

19. **INSURANCE:** In the event that this Contract requires or contemplates performance of services by Seller's employees, or persons under contract to Seller, to be done on Buyer's property, or property of Buyer's affiliates, customers, or other vendors, Seller agrees that all such work shall be done as an independent contractor and that the persons doing such work shall not be considered employees of Buyer. Seller shall maintain all necessary insurance coverages, including public liability and Workers' Compensation insurance. Seller shall indemnify, hold harmless, and defend Buyer from any and all claims or liabilities arising out of the work covered by this paragraph.

20. **FORCE MAJEURE:** Buyer may delay delivery or acceptance occasioned by causes beyond its reasonable control. Seller shall hold such goods at the direction of Buyer and shall deliver the goods when the cause affecting the delay has been removed. Causes beyond Buyer's control shall include, but not be limited to: (i) government action or failure of a government to act where such action is required; (ii) strike or other labor dispute; (iii) fire, flood, earthquake, explosion, or other catastrophes; (iv) epidemic and quarantine restrictions; (v) acts of God or of a public enemy; (vi) terrorist activity; or (vii) unusually severe weather. The addition of Seller or any sub-supplier in Seller's supply chain to the UFLPA Entity List shall not be considered a Force Majeure event.

During any force majeure event affecting Seller's performance, Buyer may, at its option, purchase goods or services from other sources and reduce its delivery schedules to Seller by such quantities, without liability to Seller, or require

Seller to provide goods or services from other sources in quantities and at times requested by Buyer at the price established in this Contract.

21. **WAIVER:** Buyer's failure to insist on performance of any of this Contract or terms or conditions herein or to exercise any right or privilege or Buyer's waiver of any breach hereunder shall not thereafter waive any other terms, conditions, or privileges, whether of the same or similar type.
22. **LIMITATION ON BUYER'S LIABILITY – STATUTE OF LIMITATIONS:** In no event shall Buyer be liable for anticipated profits or for incidental or consequential damages. Buyer's liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from this Contract or from the performance or breach thereof shall, in no case, exceed the price allocable to the goods or services or unit thereof which gives rise to the claim. Buyer shall not be liable for penalties of any kind. Any action resulting from any breach on the part of Buyer as to the goods or services delivered hereunder must be commenced within one (1) year after the cause of action has occurred.
23. **ANTI-BRIBERY & ANTI-CORRUPTION:**
- A. Neither Seller nor any employee or agent of Seller has not and will not pay any money or give anything of significant value, directly or indirectly, to any director, officer, agent, or employee of Buyer which in any way relates to the obtaining or retaining of this Contract or the provision of goods and/or services to Buyer, or any transactions pursuant to this Contract or any renewal thereof, except as expressly provided for herein.
 - B. Seller agrees that Seller or any officer, director, stockholder, employee, or agent of Seller has not made and will not make, indirectly or directly, any offer of, payment of, promise to pay, or authorization of the payment of, any money or anything of value connected in any way to a transaction or business arrangement relating to this Contract or the provision of goods and/or services to Buyer, with a corrupt intent (i.e., intent to exhort an improper influence):
 - i. to any government official, officer, employee, or any department, agency, or instrumentality thereof, or any person acting in an official capacity for or on behalf of any government or department, agency, or instrumentality thereof; or
 - ii. to any political party or official thereof, or any candidate for political office; or
 - iii. to any person, while knowing or having reason to know, that all or a portion of such money or thing of value will be offered, given, or promised, directly or indirectly, to any governmental official, to any political party or official thereof, or to any candidate for political office; or
 - iv. which is illegal under any applicable law, including, but not limited to, the laws of the United States or the United Kingdom.
 - C. Seller represents and warrants that during the term of this Contract:
 - i. neither Seller nor any director, officer, employee, or agent of Seller is or will be a governmental official or an employee of a governmental entity; and
 - ii. that if Seller is a corporation or partnership, that no governmental entity has or will have a beneficial interest in such corporation or partnership.
24. **APPLICABLE LAW; ATTORNEYS' FEE CLAUSE:** This Contract and any claims relating to the goods or services provided under this Contract will be governed by the laws of the country (and state/province, if applicable) of Buyer's location as shown by the address of Buyer as set forth in this Contract ("Buyer's Location"), excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980), as amended, and any conflict of law provisions that would require application of another choice of law. Any action or proceedings by Buyer against Seller may be brought by Buyer in any court(s) having jurisdiction over Seller or, at Buyer's option, in the court(s) having jurisdiction over Buyer's Location, in which event Seller consents to such jurisdiction and service of process in accordance with applicable procedures. Any actions or proceedings by Seller against Buyer may be brought by Seller only in the court(s) having jurisdiction over Buyer's Location. The prevailing party in any dispute with respect to this Contract or delivery of goods and/or services hereunder is entitled to recover reasonable attorneys' fees, costs, and expenses incurred with respect to such dispute and in any appeal.
25. **COMPLIANCE WITH LAWS:** Seller warrants and represents that all services and goods supplied hereunder will have been performed, designed, produced, packaged, shipped, and sold in compliance with all applicable federal, state and local laws, orders, rules and regulations. Additionally, Seller agrees to comply with the following U.S. governmental laws and regulations as applicable: section 307 of the Tariff Act of 1930, as amended ([19 U.S.C. 1307](#)), the Occupational Safety and Health Act, the Toxic Substance Control Act, the Fair Labor Standards Act, the

Environmental Protection Agency, Executive Order 11246 (as amended) of the President of the United States on Equal Employment Opportunity, as applicable. Seller agrees to indemnify, defend and hold harmless Buyer, and its affiliates, and customers from any liability, loss or damage arising out of Seller's failure to comply as set out herein.

26. **AUDITS:** Buyer shall have the right to perform announced audits of Seller's facility or records to ensure Seller's compliance with this Contract and any related purchase order or transaction hereunder. Seller will cooperate with Buyer so as to facilitate Buyer's audit, including, without limitation, by segregating and promptly producing such records as Buyer may reasonably request, and otherwise making records and other materials accessible to Buyer. Seller will preserve all records pertinent to this Contract, and Seller's performance under this Contract, for a period of not less than one year after Buyer's final payment to Seller under this Contract. Any such audit or inspection conducted by Buyer or its representatives will not constitute acceptance of any goods (whether in progress or finished), relieve Seller of any liability under this Contract or prejudice any rights or remedies available to Buyer. Such audits shall not be performed more than once per year (unless circumstances warrant additional audits) and will be conducted during normal business hours.
27. **GOVERNMENT CONTRACTS:** If this Contract is being placed, directly or indirectly, under a contract of the United States Government ("Government Contract"), all terms and conditions required by law, regulations or by the Government Contract with respect to this Contract shall be incorporated herein by reference. To the extent that this Contract is inconsistent with any such required terms and conditions, the required terms and conditions will prevail and be binding on both Buyer and Seller. Seller agrees, upon request, to furnish Buyer with a certificate or certificates, in such form as Buyer may require, certifying that Seller is in compliance with all such terms and conditions as well as any applicable law or regulation. Such required terms and conditions shall include, but not be limited to, the following Federal Acquisition Regulations ("FAR") relating to employment: FAR 52.222-26, 52.222-25, 52.222-36, each to the extent applicable. Upon request, Buyer will make available to Seller copies of all pertinent terms and conditions required by any such Government Contract.
28. **IMPORT/EXPORT COMPLIANCE & C-TPAT:** Seller shall comply with the import/export control regulations and other similar restrictive laws or regulations of the United States Government or other legal authority in other countries as may apply to the import or export of goods, services, and/or technical data hereunder. Seller will furnish Buyer with any documentation and information necessary to establish the country of origin or to comply with the applicable country's rules of origin requirements. Seller will promptly advise Buyer of any material or components imported into the country of origin and any duty included in the purchase price of the goods. Additionally, the Seller agrees to practice Customs - Trade Partnership Against Terrorism ("C-TPAT") requirements and recommendations for efficient flow of imported and exported materials. C-TPAT requirements and recommendations are available at www.cbp.gov and include, but are not limited to:
- A. Development and implementation of a comprehensive security plan throughout the supply chain;
 - B. Maintenance of written security standards for a party's physical plant, including the shipping and receiving areas, and information systems;
 - C. Exercising effective quality controls on production processes;
 - D. Financial assessment of suppliers and vendors;
 - E. Internal controls for the selection of service providers; and
 - F. Ongoing employee security awareness and training program(s).
29. **EXPORT LAW / SANCTIONS COMPLIANCE:** Seller agrees to comply with all applicable export control and sanctions laws and regulations of the United States, of member states of the European Union, and any other relevant country ("Export Control Laws"). Seller will not violate, and will not cause Buyer to violate, any Export Control Laws (e.g., by transshipping goods through, or supplying goods or services from, sanctioned countries). Licenses or other authorizations required for the export of goods or services will be the responsibility of Seller unless otherwise indicated in this Contract, in which event Seller will provide such information as may be requested by Buyer to enable Buyer to obtain such licenses or authorizations.
30. **ENTIRE AGREEMENT – MODIFICATION:** This Contract and any documents referenced therein, constitute the entire agreement between the parties regarding the subject matter hereof and supersede all prior agreements, understandings, both written and oral regarding such subject matter. No modification or change in, or departure from provisions of this Contract shall be valid or binding on Buyer unless approved by Buyer's authorized representative in writing. In the event of conflict between terms on the face on a purchase order and this Contract, this Contract shall prevail.