



## Standard Terms & Conditions of Purchase

1. **COMPLETE CONTRACT:** This document and the purchase order or other sales document ("Order") to which these terms and conditions ("Terms & Conditions") are attached contains the complete and exclusive statement of the agreement between Buyer and Seller relating to this Order. It supersedes all previous oral or written requests, quotations, agreements or communications. If Seller accepts this Order or provides any items, materials, products, deliverables ("Materials") or services ("Services") (Materials and Services shall collectively be referred to as "Goods") listed in the Order, Seller is deemed to have agreed to these Terms & Conditions. Acknowledgement of this Order, including without limitation, by beginning performance or delivery of the Goods, shall be deemed acceptance of this Order and agreement to these Terms & Conditions. Buyer objects to any additional or different terms on any documents provided by Seller, including but not limited to any quotation or acknowledgment of this Order changing or modifying these Terms & Conditions, and any such changes are not binding unless specifically accepted by Buyer in writing signed by an authorized representative of Buyer. This Order or these Terms & Conditions may not be varied, supplemented or amended by any document, conduct, prior representation, course of dealing or usage of trade, unless made in writing and signed by an authorized representative of Seller and Buyer.
2. **PRICE:** Buyer shall pay Seller the price shown on this Order. The price is firm and not subject to escalation without Buyer's written consent. No extra charges of any kind (e.g. tariffs, charges for boxing, fuel surcharges or cartage) will be allowed. If there are any issues regarding additional costs, Buyer must be notified in writing of such additional costs prior to shipment and Buyer must issue a written change order to Seller. If Buyer's shipping instructions are not followed, Buyer will deduct any excess costs from Seller. The purchase price for the Goods excludes all state or local sales or use taxes that may apply to the purchase or use of the Goods. Any applicable sales and use taxes related to the Goods transferred and/or labor performed pursuant to this Order shall be the responsibility of Buyer. Seller shall collect such taxes from Buyer, unless Buyer claims an exemption from such taxes. Buyer shall issue Seller, upon request, an exemption certificate, if applicable. Seller certifies that all Goods transferred to Buyer where Buyer claimed an exemption were purchased tax free from Seller's suppliers. In no event shall Buyer be responsible for any federal, state or local income taxes incurred by Seller or any of its employees.
3. **PAYMENT:** Unless agreed to otherwise in writing by Buyer, Buyer agrees to pay any valid invoice 2% 30, average 60 days from receipt via check at U.S. banks, electronic funds transfer at foreign banks, or upon other terms approved by Buyer in writing. Seller agrees that any claim for payment by Seller which were not invoiced or not raised with Buyer within one hundred eighty (180) days from (i) the date that Goods were delivered, or (ii) the date that the event giving rise to the claim payment occurred, shall be waived and Seller shall have no further liability to Supplier for such additional payments under the Order.
4. **HOLD FOR RELEASE:** If this is a "hold for release" Order and/or "for drawings only," then Buyer shall not incur any liability to Seller for the Goods unless and/or until Buyer instructs Seller in writing to proceed with product production and/or further performance.
5. **CHANGES:** Buyer, at any time, shall have the right to make changes to the Order including without limitation changes to the quantities, specifications, method of shipment, packing, and place of delivery or delivery schedule. Seller shall notify Buyer upon receipt of such change if any change affects price or delivery so that parties can negotiate an equitable adjustment. All changes must be acknowledged in writing and signed by an authorized representative of Buyer. If Seller considers that the conduct of any of Buyer's employees has constituted a change hereunder, Seller shall notify Buyer's authorized representative immediately in writing as to the nature of the change and its effect on Seller's performance including delivery schedule and the amount to be paid to Seller. Pending written direction from the Buyer, or after negotiation of any adjustments, Seller shall take no action to implement such change. Buyer shall have no liability hereunder for cost of obsolescence, scrap, rework of materials and parts which Seller has released for manufacture in advance of Seller's normal manufacturing process without Buyer's prior written consent. Seller shall make no changes to Buyer's Specifications without Buyer's prior approval.
6. **DELIVERY AND PERFORMANCE:** Time is of the essence. Seller shall provide Goods and perform Services according to Buyer's schedule. If Buyer requests that the Order be shipped "collect," Seller shall use the transportation carrier designated by Buyer. If Seller is unable to make delivery in accordance with Buyer's specified schedule, Seller shall immediately notify Buyer and provide a revised date. If Seller does not comply with Buyer's delivery schedule or fails to make progress as to endanger performance, Buyer may, at its option, either approve a revised delivery schedule or terminate this Order without liability to Buyer, in addition to pursuing any other rights. Buyer may, at its sole election, return, at Seller's expense, Goods delivered to Buyer early or accept delivery of such Goods with payment terms to begin on the day that the Order was scheduled for delivery.
7. **QUALITY ASSURANCE; COUNTERFEIT GOODS:** In the event that a quality defect or non-conformance attributable to the Seller is detected, Seller shall be responsible for all costs including, but not limited to, replacement, rework, and/or material cost; laboratory testing, sorting, or inspection fees; and any transportation costs (including premium air freight) necessary to meet Buyer's required date on the Order. End customer liquidated damages associated with the defect or non-conformance shall be shared to the extent each party is responsible. Seller warrants that all Goods delivered are new and authentic, and otherwise free of recycled scrap, suspect, or counterfeit material. Seller further warrants that labels and/or trademarks or logos, certifications, affirmations, information, or any other documentation provided to Buyer is authentic. Seller shall save, defend, indemnify and hold Buyer harmless against any and all losses and damages and Buyer reserves the right to withhold payment for any deliveries of non-conforming, suspect, or counterfeit Goods or related information or documentation, as defined above.

8. **WARRANTIES:** Seller warrants that all Goods provided pursuant to this Order, whether provided by Seller or a direct or indirect supplier of Seller, will be: (a) free of any claims or security interests of any nature, including without limitation title claims, and Seller will cause any lien or encumbrance asserted to be discharged, at its sole cost and expense, within thirty (30) days of its assertion (provided such liens do not arise out of Buyer's failure to pay amounts not in dispute under this Order or an act or omission of Buyer); (b) new and of merchantable quality, not used, rebuilt or made of refurbished material unless approved in writing by Buyer; (c) free from all defects in design, workmanship and material; (d) fit for the particular purpose for which they are intended; and (e) provided in strict accordance with all specifications, samples, drawings, designs, descriptions or other requirements approved or adopted by Buyer. Seller further warrants that all Services will be performed in a competent and professional manner in accordance with the highest standards and best practices of Seller's industry. Seller's warranties shall extend to the Buyer and/or the Buyer's customer for a period of at least twelve (12) months from the date of shipment to the ultimate end user, or twelve (12) months after completion of Services. ANY ATTEMPT BY SELLER TO LIMIT, DISCLAIM,

OR RESTRICT ANY SUCH WARRANTIES OR ANY REMEDIES OF BUYER, BY ACKNOWLEDGMENT OR OTHERWISE, IN ACCEPTING OR PERFORMING THIS ORDER, SHALL BE NULL, VOID, AND INEFFECTIVE WITHOUT BUYER'S WRITTEN CONSENT. SELLER'S WARRANTIES SHALL RUN TO BUYER, ITS SUCCESSORS, ASSIGNS, CUSTOMERS AT ANY TIER, ULTIMATE USERS, AND JOINT USERS.

9. **INDEMNIFICATION:** Seller agrees to hold harmless, defend and indemnify Buyer, at Seller's expense, against all claims made against Buyer, arising out of or relating to Seller's Goods, Seller's performance under this Order, or Seller's negligent or wrongful acts or omissions including but not limited to claims based on (a) breach by Seller of any of the provisions of this Order, (b) late performance by Seller (except excusable delays), (c) defective Goods or performance, (d) failure of Goods to conform to specifications, the National Electrical Code (if applicable) or local, state or federal government laws, rules or regulations, (e) infringement of any patent, trademark or copyright, (f) damage to property, (g) personal injury including death by any party including Buyer's employees or Seller's employees. Seller shall be liable for all costs incurred by Buyer, including legal fees, relating to the enforcement of any provision of this Order.
10. **WORK ON PREMISES:** Seller shall ensure that its personnel comply with Buyer's or Buyer's customers environmental and safety requirements for any work or Services performed on Buyer's or Buyer's customer premises. Seller shall defend, hold harmless and indemnify Buyer and Buyer's customer from any claim, including claims by Buyer's employees which may result in any way from any act or omission by Seller or Seller's representatives while performing work or Services on Buyer's or Buyer's customers' premises, except to the extent that such claim is due solely and directly to the gross negligence of Buyer or Buyer's customer.
11. **ASSIGNMENT:** Any assignment of the Order by Seller shall be void without the prior written consent of Buyer, which will not be unreasonably withheld.
12. **SET-OFF:** Buyer may at all times set off any amount that Seller, or any affiliate of Seller, owes to Buyer against any amount that Buyer, or any Buyer affiliate, owes to Seller.
13. **TERMINATION:** Buyer may terminate any part of the Order for its convenience at any time. If this occurs, Buyer shall negotiate reasonable termination charges with Seller. Buyer may also terminate the Order with no further liability to Buyer, in addition to pursuing other remedies, if (1) Seller fails to perform any provision of this Order or fails to make progress which places Buyer's performance at risk, and Seller does not cure such failure within ten (10) days (or such lesser time as provided herein) after Buyer provides Seller with written notice, (2) Seller ceases to conduct operations in the normal course of business, (3) any proceeding under any bankruptcy or insolvency laws is brought by or against Seller, (4) a receiver is appointed or applied for by Seller, or (5) an assignment for the benefit of creditors is made by Seller.
14. **INSURANCE:** Seller shall maintain during the term of this Order, at its own expense, the following insurance in amounts reasonably acceptable to Buyer (including as set forth in a separate written agreement between the parties), but in no event less than the amounts set forth herein: (i) Workers' Compensation insurance as required by law, employer's liability insurance of at least \$1,000,000 per occurrence, \$2,000,000 aggregate, general liability insurance of at least \$2,000,000 per occurrence and \$2,000,000 aggregate, automobile insurance with combined single limits of \$1,000,000, and umbrella coverage of at least \$5,000,000 per occurrence, \$5,000,000 aggregate. Seller agrees to provide Buyer with one month's written notice of any change in, or cancellation of, the insurance. Upon request, Seller shall provide Buyer with a certificate of insurance evidencing that the required minimum coverage is in effect and that Buyer, its directors, officers, employees, agents and representatives are named as additional insureds, provide a waiver of subrogation clause in favor of the additional insureds (except with regard to Seller's Worker's Compensation insurance and employer's liability coverage), and provide that all coverage provided by the Seller shall be primary. Such insurance shall also cover the actions of a subcontractor that Seller may utilize under this Order. If the Seller is a manufacturer of Goods (or aviation segment Goods), then Seller agrees to maintain product liability insurance (or aviation product liability insurance), in accordance with the requirements above, with insurers and minimum amounts reasonably acceptable to Buyer covering its interests as a Buyer of Seller's Goods; it being understood that the maintenance of such product liability insurance coverage shall not be a satisfaction of Seller's liability hereunder or in any way modify Seller's indemnification obligations.
15. **GOVERNMENTAL COMPLIANCE:** Seller shall comply with all laws and regulations applicable to Seller and the Order where the Materials are manufactured or delivered or Services are performed, shall comply with all laws concerning fair competition, 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 business in connection with this Order. Seller covenants and agrees that it shall take steps to embrace and comply with the core values of the UN Global Compact's Ten Principles in the areas of human rights, labor standards, the environment and anti-corruption, which core values are reflected in Rexel USA, Inc. Ethics Guidance for Suppliers, Contractors and Vendors <https://www.rexelusainc.com/supplierinfo/>. In the event Buyer determines that Seller has breached any of the foregoing undertakings, Buyer shall have the right to immediately terminate this Order without further compensation to Seller. Seller further covenants and agrees as follows:

- 15.1. Fair Labor Standards Act. Seller represents that the Goods were produced in compliance with the Fair Labor Standards Act of 1938, as amended.
- 15.2. Use of Workers/Subcontractors. Unless exempt, Seller shall comply with the Equal Opportunity Clause in 41 CFR 60-1.4; the Affirmative Action Clause regarding Disabled Veterans and Veterans of the Vietnam Era in 41 CFR 60-250-4; the Affirmative Action Clause regarding Handicapped Workers in 41 CFR 60-741.4; any other provisions required by the Office of Federal Contract Compliance Programs as set forth in 41 CFR Chapter 60; and any other applicable Executive Orders.
- 15.3. Environmental Safety. Seller represents and warrants that each chemical substance listed or contained in an item listed in the Order is on the list of chemical substances published by the Administrator of the Environmental Protection Administration under the Toxic Substances Control Act as amended. Seller also warrants that the Goods comply with the Federal Hazardous Substances Act as amended.
- 15.4. Labor Force. Seller certifies that no Goods supplied under this Order have been produced utilizing forced, indentured or convict labor or utilizing the labor of persons in violation of the minimum working age laws in the country of manufacture. In the event Buyer determines that Seller's certification is untrue, Buyer shall have the right to immediately terminate this Order without further compensation to Seller.
- 15.5. Material Safety Data Sheets ("MSDS"). Seller shall provide MSDS sheets, as required by law with each shipment or on Seller's website.
- 15.6. Prohibition on Products Containing Any Conflict Mineral from Democratic Republic of the Congo or an Adjoining Country. Reference is made to Section 1502 (the "CM Provision") of the Dodd-Frank Wall Street Regulation and Consumer Protection Act and regulations (the "Regulations") implementing the CM Provision issued by the Securities and Exchange Commission addressing disclosures relating to any conflict mineral from the Democratic Republic of the Congo or any adjoining country. Seller represents, covenants, agrees and certifies for the benefit of Buyer and its customers that (a) the Goods sold to Buyer pursuant to this Order do not contain any conflict mineral from the Democratic Republic of the Congo or any adjoining country or, if any Goods covered by this Order do contain a conflict mineral, such Goods are DRC conflict free, (b) Seller shall be solely responsible and liable for assessing, ensuring and monitoring its supply chain and Seller's suppliers' and sub-suppliers' compliance with the preceding clause (a), and (c) Seller shall execute such written documentation, including certifications, as Buyer or its customers may reasonably request to confirm and certify the foregoing. Seller shall further defend, indemnify and hold harmless Buyer and its customers from any breach of Seller's obligations under this Section or arising from any inaccurate or untruthful written documentation provided to Buyer or its customers. The terms "conflict mineral," "adjoining country," and "DRC conflict free" as used in this section shall have the meaning assigned such terms in the Regulations. This Section of the Order cannot be waived or modified except pursuant to a written instrument that expressly waives or modifies this Section and which is executed by a corporate officer of Buyer.
- 15.7. California Proposition 65 Compliance. Seller acknowledges and agrees that the Goods may be sold in the state of California notwithstanding the fact that they may be manufactured or delivered outside of the State of California. Accordingly, Seller certifies that all Goods shall be delivered in strict compliance with the requirements of the California Safe Drinking Water and Toxic Enforcement Act of 1986, as amended from time to time and commonly referred to as Proposition 65.

**16. ENVIRONMENT, HEALTH, and SAFETY COMPLIANCE:** Seller shall comply with all regulatory requirements as applicable to the Order when the Materials are delivered or Services are performed, including without limitation:

- 16.1. Material Suitability Seller Covenants that each chemical substance constituting or contained in Goods sold or otherwise transferred to Buyer is suitable for use and/or transport in any jurisdiction to or through which Buyer informs Seller the Goods will likely be shipped or to or through which Seller otherwise has knowledge that shipment will likely occur and is listed on or in:  
(i) the list of chemical substances compiled and published by the Administrator of the U.S. Environmental Protection Agency pursuant to the U.S. Toxic Substances Control Act ("TSCA") (15 U.S.C. § 2601), otherwise known as the TSCA Inventory, or exempted from such list under 40 CFR 720.30 38; (ii) the Federal Hazardous Substances Act (P.L. 92 516) as amended; (iii) the European Inventory of Existing Commercial Chemical Substances ("EINECS") as amended; (iv) the European List of Notified Chemical Substances ("ELINCS") and lawful standards and regulations thereunder; or (v) any equivalent or similar lists in any other jurisdiction to or through which Buyer informs Seller the Goods will likely be shipped or to or through which Seller otherwise has knowledge that shipment will likely occur.
- 16.2. Material Registration and Other Documentation. Seller Covenants that each chemical substance constituting or contained in Goods sold or otherwise transferred to Buyer: (i) is properly documented and/or registered as required in the jurisdiction to or through which Buyer informs Seller the Goods will likely be shipped or to or through which Seller otherwise has knowledge that

shipment will likely occur, including but not limited to pre-registration and registration if required, under Regulation (EC) No. 1907/2006 ("REACH"); (ii) is not restricted under Annex XVII of REACH; and (iii) if subject to authorization under REACH, is authorized for Buyer's use. In each case, Seller will timely provide Buyer with supporting documentation, including without limitation, (A) pre-registration numbers for each substance; (B) the exact weight by weight percentage of any REACH Candidate List (defined below) substance constituting or contained in the Goods; (C) all relevant information that Buyer needs to meet its obligations under REACH to communicate safe use to its customers; and (D) the documentation of the authorization for Buyer's use of an Annex XIV substance. Seller shall notify Buyer if it decides not to register substances that are subject to registration under REACH and constitute or contain Goods supplied to Buyer at least twelve (12) months before their registration deadline. Seller 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 Goods supplied to Buyer contain a substance officially proposed for listing on the Candidate List. Seller shall provide Buyer with the name of the substance as well as with sufficient information to allow Buyer to safely use the Goods or fulfill its own obligations under REACH.

- 16.3. **Restricted Materials.** Seller covenants that none of the Goods sold or transferred to Buyer contains any: (i) of the following chemicals: arsenic, asbestos, benzene, beryllium, carbon tetrachloride, cyanide, lead or lead compounds, cadmium or cadmium compounds, hexavalent chromium, mercury or mercury compounds, trichloroethylene, tetrachloroethylene, methyl chloroform, polychlorinated biphenyls ("PCBs"), polybrominated biphenyls ("PBBs"), polybrominated diphenyl ethers ("PBDEs"); (ii) chemical or hazardous material otherwise prohibited pursuant to Section 6 of TSCA; (iii) chemical or hazardous material otherwise restricted pursuant to EU Directive 2011/65/EU (1 July 2011) (the "Recast ROHS Directive"); (iv) designated ozone depleting chemicals as restricted under 40CFR Part 82, 'Protection of Stratospheric Ozone,' or the Montreal Protocol (including, without limitation, 1,1,1 trichloroethane, carbon tetrachloride, Halon 1211, 1301, and 2402, and chlorofluorocarbons ("CFCs") 11 13, 111 115, 211 217); (v) 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 (vi) other chemical or hazardous material the use of which is restricted in any other jurisdiction to or through which Buyer informs Seller the Goods are likely to be shipped or to or through which Seller otherwise

has knowledge that shipment will likely occur, unless with regard to all of the foregoing, Buyer expressly agrees in writing and Seller identifies an applicable exception from any relevant legal restriction on the inclusion of such chemicals or hazardous materials in the Goods sold or transferred to Buyer. Upon request from Buyer and subject to reasonable confidentiality provisions which enable Buyer to meet its compliance obligations, Seller will provide Buyer with the chemical composition, including proportions, of any substance, preparation, mixture, alloy or Goods supplied under this Order and any other relevant information or data regarding the properties including without limitation test data and hazard information.

- 16.4. **Take back of Electrical and Electronic Components, Including Batteries or Accumulators.** Seller covenants that, except as specifically listed on the face of this Order or in an applicable addendum, none of the Goods supplied under this Order are electrical or electronic equipment or batteries or accumulators as defined by laws, codes or regulations of a jurisdiction to or through which Buyer informs Seller the Goods are likely to be shipped or to or through which Seller otherwise has knowledge that shipment will likely occur, including but not limited to EU Directive 2012/19/EU (24 July 2012) (the "Recast WEEE Directive"), as amended and EU Directive 2006/66/EC (26 September 2006) (the "Batteries Directive") and/or any other legislation providing for the taking back of such electrical or electronic equipment or batteries or accumulators (collectively, "Take Back Legislation"). For any Goods specifically listed on the face of this Order or in such addendum as electrical or electronic equipment or batteries or accumulators that are covered by any Take Back Legislation and purchased by Buyer hereunder, Seller agrees to: (i) assume responsibility for taking back such Goods in the future upon the request of Buyer and treating or otherwise managing them in accordance with the requirements of the applicable Take Back Legislation; (ii) take back as of the date of this Order any used Goods currently owned by Buyer of the same class of such Goods purchased by Buyer hereunder up to the number of new units being purchased by Buyer or to arrange with a third party to do so in accordance with all applicable requirements; and (iii) appropriately mark and/or label the Goods as required by any applicable Take Back Legislation. Seller will not charge Buyer any additional amounts, and no additional payments will be due from Buyer for Seller's agreement to undertake these responsibilities.

- 16.5. **CE Marking.** Seller covenants that all Goods conform with applicable Conformité Européenne ("CE") directives for Goods intended for use in the EU, including those regarding electrical/electronic devices, machinery and pressure vessels/equipment. Seller will affix the CE mark on Goods as required. Seller will provide all documentation required by the applicable CE directives, including, but not limited to, Declarations of Conformity, Declarations of Incorporation, technical files and any documentation regarding interpretations of limitations or exclusions.

- 16.6. **Nanoscale Material.** With respect to any Goods sold or otherwise transferred to Buyer hereunder, Seller shall notify Buyer in writing of the presence of any engineered nanoscale material (defined for these purposes as any substance with at least one dimension of such substance known to be less than one hundred (100) nanometers in length). With respect to all such nanoscale material(s), Seller shall provide a description of its regulatory status and any safety data or other notifications that are appropriate in the EU, U.S. and any other jurisdictions to which Buyer informs Seller the Goods will be shipped or to which the Seller otherwise has knowledge that shipment will likely occur.

17. **CONFIDENTIAL INFORMATION:** Seller shall keep confidential any technical, process, proprietary or economic information derived from drawings, 3D or other models, specifications and any other data and/or information furnished by Buyer in connection with this Order (the "Confidential Information") and shall not divulge, disseminate, communicate or publish, directly or indirectly, the

Confidential Information for the benefit of any other party without Buyer's prior written consent. Confidential Information shall also include any notes, summaries, reports, analyses or other material derived by Seller in whole or in part from the Confidential Information in whatever form maintained (collectively, "Notes"). Except as required for the efficient performance of this Order, Seller shall not use or permit copies to be made of the Confidential Information without Buyer's prior written consent. If any such reproduction is made with prior written consent, notice referring to the foregoing requirements shall be provided thereon. The restrictions in this Section regarding the Confidential Information shall be inoperative as to particular portions of the Confidential Information disclosed by Buyer to Seller if such information: (i) is or becomes generally available to the public other than as a result of disclosure by Seller; (ii) was available on a non-confidential basis prior to its disclosure to Seller; (iii) is or becomes available to Seller on a non-confidential basis from a source other than Buyer when such source is not, to the best of Seller's knowledge, subject to a confidentiality obligation with Buyer, or (iv) was independently developed by Seller, without reference to the Confidential Information, and Seller can verify the development of such information by written documentation. Upon completion or termination of this Order, Seller shall promptly return to Buyer all Confidential Information, including any copies thereof, and shall destroy (with such destruction certified in writing by Seller) all Notes and any copies thereof. Any knowledge or information, which Seller shall have disclosed or may hereafter disclose to Buyer, and which in any way relates to the Materials or Services purchased under this Order (except to the extent deemed to be Buyer's Property), shall not, unless otherwise specifically agreed to in writing by Buyer, be deemed to be confidential or proprietary, and shall be acquired by Buyer free from any restrictions (other than a claim for infringement), as part of the consideration for this Order and, notwithstanding any copyright or other notice thereon, Buyer shall have the right to use, copy, modify and disclose the same as it sees fit. Seller shall not make any announcement, take or release any photographs (except for its internal operation purposes for the manufacture and assembly of the Goods), or release any information concerning this Order or any part thereof or with respect to its business relationship with Buyer, to any third party, member of the public, press, business entity, or any official body except as required by applicable law, rule, injunction or administrative order without Buyer's prior written consent

18. **WAIVER:** A waiver or renunciation can discharge no claim or right arising out of a breach of this Order in whole or in part, unless supported by consideration and made in writing signed by the aggrieved party. Either party's failure to enforce any provision hereof shall not be construed a waiver of a party's right thereafter to enforce each and every such provision.
19. **SUPPLIER SECURITY:** Seller shall have and comply with a company security and crisis management policy. Upon Buyer's request, Seller shall provide Buyer a copy thereof and certification (in a form acceptable to Buyer) of Seller's compliance with this Article. Seller shall revise and maintain the policy proactively, and as may be requested by Buyer, in anticipation of security and crisis risks relevant to the Seller's business. Seller's policy, at a minimum, shall identify, and require the taking, by Seller's management and employees, of the measures necessary to do the following:
  - (a) provide for the physical security of the people working on Seller's premises and others working for or on behalf of Seller;
  - (b) provide for the physical security of Seller's facilities and physical assets related to the performance of work, including, in particular, the protection of Seller's mission critical equipment and assets;
  - (c) protect from the loss of, misappropriation of, corruption of, and/or other damage to software related to the performance of work;
  - (d) protect from the loss of, misappropriation of, corruption of, and/or other damage to Buyer's and Seller's drawings, technical data, and other proprietary information related to the performance of work;
  - (e) provide for the prompt recovery -- including through preparation, adoption, and maintenance of a disaster recovery plan -- of facilities, physical assets, software, drawings, technical data, other intellectual property, and the Seller's business operations in the event of a security breach, incident, crisis or other disruption of Seller's ability to use the necessary facilities, physical assets, software, drawings, technical data, or other intellectual property or to continue operations;
  - (f) for any deliveries of Goods originating outside of the United States for delivery to the United States, review by Seller of the requirements of the Customs-Trade Partnership Against Terrorism ("C-TPAT") for Air Carriers, Rail Carriers, Sea Carriers and Highway Carriers comply with the security procedures outlined by the United States Customs Service at [http://www.customs.gov/xp/cgov/import/commercial\\_enforcement/ctpat/](http://www.customs.gov/xp/cgov/import/commercial_enforcement/ctpat/), as modified from time to time;
  - (g) identify an individual contact (name, title, location and email/telephone/fax numbers) responsible for Seller's facility, personnel, and shipment security measures.

Buyer reserves the right to inspect Seller's policy and to conduct on-site audits of Seller's facility and practices to determine whether Seller's policy and Seller's implementation of the policy are reasonably sufficient to protect Buyer's interests. If Buyer reasonably determines that Seller's policy and/or policy implementation is/are insufficient to protect Buyer's property and interests, Buyer may give Seller notice of such determination. Upon receiving such notice, Seller shall have forty-five (45) days thereafter to make the policy changes and take the implementation actions reasonably requested by Buyer. Seller's failure to take such actions shall give Buyer the right to terminate this Order immediately without further compensation to Seller. Seller agrees that it will make reasonable efforts to become a member of C-TPAT in a timely manner, if it is eligible to do so. At Buyer's request, Seller shall inform Buyer of Seller's C-TPAT membership status and its anticipated schedule for participation in C-TPAT. When Seller does not exercise control of manufacturing or transportation of Goods destined for delivery to Buyer or its customers in the United States, Seller agrees to communicate C-TPAT security recommendations to its suppliers and transportation providers and to condition its relationship to

those entities on their implementation of such recommendations, unless Seller is using such supplier and transportation provider at Buyer's request.

20. **BUYER'S PROPERTY:** All tangible and intangible property, including but not limited to tools, tool drawings, materials, sample parts, processes, procedures, process parameters, drawings, computer software, documents, information or data of every description furnished to Seller by Buyer, or by Buyer's affiliates, subsidiaries or contractors, or paid for in whole or in part by Buyer, and any replacement thereof, or any materials affixed or attached thereto, shall be and remain the personal property of Buyer, and, unless otherwise agreed to in writing by Buyer shall be used by Seller solely to render Services or provide Materials to Buyer. Such property, and whenever practical each individual item thereof, shall be plainly marked or otherwise adequately identified by Seller as being the property of Buyer or Buyer's designee, and shall be safely stored separate and apart from Seller's property. Seller shall not substitute any property for Buyer's property and shall not use such property except in filling Buyer's Orders. Such property while in Seller's custody or control shall be held at Seller's risk and shall be insured by Seller for replacement cost with loss payable to Buyer. Such property shall be subject to prompt removal or return at Buyer's written request, in which event Seller shall prepare such property for shipment and shall deliver it as directed by Buyer in the same condition as originally received by Seller, reasonable wear and tear excepted, all at Seller's expense. Buyer shall have the right to audit all pertinent books and records of Seller, and to make reasonable inspections of Seller's facilities to verify compliance with this Article.
21. **BUYER PARTIES:** For the purposes of these Terms & Conditions Buyer shall mean the Buyer party set forth on the request for quotation, quotation or other sales agreement to which these Terms & Conditions are attached which may include but is not limited to Rexel USA, Inc. or any of its subsidiaries, affiliates, business units or divisions including but not limited to (i) Rexel Automation, (ii) Rexel Construction and Industrial, (iii) Gexpro, (iv) Platt Electric Supply, (v) Rexel Energy Solutions, (vi) Capitol Light, (vii) Parts Super Center, and (viii) Brohl & Appell.
22. **SURVIVAL OF PROVISIONS:** In order that the parties hereto may fully exercise their rights and perform their obligations under this Order, any provisions of this Order that are required to ensure such exercise or performance shall survive the termination of this Order.
23. **LAW AND JURISDICTION:** This agreement will be governed by, and construed and enforced in accordance with, the internal laws of the state of Texas, USA without regard to the conflict of laws principals thereof. The parties agree to exclude this agreement from the application of the United Nations convention on contracts for the international sale of Goods.

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ADDITIONAL TERMS AND CONDITIONS FOR SERVICES  
TO THE EXTENT THAT SELLER IS PROVIDING ANY SERVICES  
THE ADDITIONAL TERMS AND CONDITIONS IN SECTIONS 24 THROUGH 29 SHALL APPLY

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24. **STATEMENT OF WORK.** Seller shall perform, at its sole expense, the Services described in any Statement[s] of Work ("SOW[s]") which are referenced in the body of the Order and which is incorporated by reference into the Order. Buyer shall pay Seller the Fees set forth in the applicable SOW in accordance with the agreed to payment terms. Buyer anticipates that the milestones set forth in SOW will be completed within the periods specified. Seller shall deliver to Buyer the specified deliverables on or before the specified dates. Seller will notify Buyer immediately in the event that at any time it appears to Seller that completion of any milestone will be delayed. Seller shall, at Seller's expense, obtain and maintain all permits, licenses and government approvals needed to perform its obligations under the Order. Seller shall determine the specific time and manner in which the Services are performed pursuant to the Order, and the resources that are used to perform such Services. Buyer shall have no authority to direct the day-to-day activities of Seller or any of Seller's employees, agents, or independent contractors (together with Seller, the "Staff").
25. **EXPERIENCE, QUALIFICATIONS AND BACKGROUND CHECK.** (a) Prior to assigning any Staff to perform Services for Buyer, Seller shall require that such Staff present to Seller a federal- or state-issued form of identification. Seller will verify all employment information and educational background information and all other pertinent information provided by the Seller's Staff. In addition, prior to assigning any Staff to perform Services for Buyer, seller shall perform a complete criminal background check. Buyer at its sole expense and discretion, may require a drug test or driving record; (b) Seller represents that any Staff assigned to perform Services for Buyer has never been convicted of or agreed to enter into a pretrial diversion or similar program in connection with a prosecution for any criminal offense involving dishonesty, breach of trust, money laundering or violence; (c) Seller guarantees that any Staff assigned to perform Services for Buyer is a citizen of the United States, is a legal resident of the United States, or is otherwise legally authorized to work in the United States according to U.S. Citizenship and Immigration Services regulations; (d) Seller understands and agrees that failure to comply with the above subsections constitutes a breach of the Order that could result in immediate termination of the Order. Seller further agrees to indemnify Buyer for any losses, claims, fines or other costs incurred by Buyer as a result of Seller's failure to comply with the above sub-sections; (e) Seller warrants that the information provided to Buyer regarding any of Seller's staff will be true, correct and complete to the best of Seller's knowledge, and such staff will meet or exceed the qualifications, skill level and experience requested by Buyer; and (f) Buyer may, in its sole discretion, conduct a background check, drug screen, and identity verification on those of Seller's Staff who are who will perform work for Buyer. Upon such election Seller shall require such designated Staff to present two (2) recognized forms of identification to Buyer for each Staff, provide a copy of each Staff Member's resume, curriculum vitae or other documentation of Seller's education, work history and other



qualifications to perform the Services, and submit to each Staff an authorization and release permitting Buyer to conduct a background check to verify employment history, education, qualifications and criminal background.

26. **RELATIONSHIP:** Buyer and Seller agree that they are independent contractors and that neither has the authority to bind or make any commitment on behalf of the other, nor are any of either party's employees entitled to any employment rights or benefits of the other party. This Order does not constitute a contract of employment, franchise, partnership, agency or joint venture. Buyer is interested in the end results to be achieved by the Order and Seller shall have full power and authority to select the means, manner, mode and methods of performing the Services hereunder, subject to compliance with performance and quality control standards mutually agreed to. Seller shall be solely responsible for paying the wages or other compensation of its Staff and all related withholding taxes, workers' compensation insurance and other obligations pertaining to its Staff.
27. **RIGHTS IN WORKS AND INTELLECTUAL PROPERTY:** Seller hereby assigns to Buyer all right, title and interest in and to (i) any and all deliverables, reports, summaries, software, documentation, manuals, photographs, illustrations, artwork, graphics, musical compositions, sound recordings and other works of authorship, ideas, inventions, processes, designs, trademarks, technology, information, and materials created, written or developed by Seller in the course of performing Services for Buyer, either before or after the date of this Order (collectively referred to herein as "Works"); and (ii) all intellectual property rights associated with such Works, including, without limitation, patents, patent rights, copyrights, trademark rights, trade secret rights, trade dress rights, and all rights to use, execute, reproduce, display, perform, distribute copies of, modify and prepare derivative works based on copyrightable Works. The Works assigned to Client include (a) all work-in-progress, intermediate versions and partial versions of any of the Works described above, (b) all notes, outlines, flow charts and other interim works, (c) all derivative works based upon any Works and (d) Custom Deliverables. Custom Deliverables are those that are created specifically for Buyer. All copyrightable Works created by Seller in connection with the performance of Services for Buyer shall be deemed to be, or shall be treated as, works for hire for purposes of vesting in Buyer all copyrights in such Works. Seller shall treat all information pertaining to the Works as Confidential Information of Buyer pursuant to the Confidential Information section of the Order. Notwithstanding anything in the Order to the contrary, Seller and its Staff shall have the right to retain and use any multi-purpose libraries or routines, or development tools that may be provided or used in connection with the Services (collectively, the "Tools") and any general skills ideas, concepts, know-how and expertise that Seller learns, obtains, uses, develops or creates in rendering Services for Buyer, insofar as such ideas, concepts and know-how are of generic applicability and are acquired and applied without disclosure of any confidential or proprietary information of Buyer. This assignment includes all rights of attribution, paternity, integrity, disclosure and withdrawal, any rights Seller may have under the Visual Rights Act of 1990 or similar federal or state laws (or similar laws of any jurisdiction), and all other rights throughout the world that may be known as "moral rights" (collectively, "Moral Rights"). To the extent that such Moral Rights cannot be assigned under applicable law, Seller hereby waives such Moral Rights to the maximum extent permitted and consents to any action of Buyer that would otherwise violate such Moral Rights. To the extent that the Works contain any material developed by Seller prior to the performance of Services for Buyer, Buyer hereby grants to Client a perpetual, royalty-free, worldwide license to (a) use, relicense, execute, reproduce, display, perform, distribute copies of, modify and prepare derivative works based on such material and (b) make, use and sell products and Services under such rights. During the term of this Agreement and for one year following termination of this Agreement, Seller shall not, directly or indirectly, (a) perform any Services for any customer of Buyer, or (b) develop any product that is similar to any of the products of Buyer that are related to any of the Services that Seller performs pursuant to this Order.
28. **CONTRACTOR'S STAFF:** Seller shall, at Seller's own expense, perform all Services personally or solely by Staff of Seller. Seller shall not delegate or subcontract any Services to be performed for Buyer pursuant to this Order without the written consent of Buyer. Seller understands and agrees that access to any of Buyer's facilities, computer systems, or equipment shall be subject to Buyer's policies and procedures with respect to information, systems, and facility security. Seller will require its Staff to participate in training on such policies, as requested by Buyer. Seller further understands and agrees that in the event any of its Staff violates such policies, the offending Staff will immediately cease work and shall be removed from the premises, and access to Buyer's computer systems and equipment shall be immediately revoked. Seller further agrees that nothing in this section shall relieve Seller of performing its obligations under the Order.
29. **AUDIT:** Seller agrees to permit authorized representatives of Buyer (internal and/or external auditors), at Buyer's expense, to visit, inspect, and audit, to the extent permitted by applicable laws and regulations, any of Seller's books, records, procedures, and facilities pertaining to the Services provided under the Order to make copies and take extracts therefrom, and to discuss the same with its directors, officers, and independent public accountants, all at reasonable times during normal business hours. Additionally, Seller agrees to cooperate with any and all applicable regulatory or governmental agencies that govern Buyer, its affiliates or its parent companies, including, but not limited to, allowing such regulatory authorities to review Seller's operations and either providing them with information as requested by them, or allowing them to visit Seller to audit and inspect Seller's books, records, procedures, and facilities to the same extent Buyer is permitted. If the results of an audit are not satisfactory to Buyer or its authorized representative, in addition to the Seller addressing the defects identified during the audit, either Buyer or Seller may request a follow-up audit within ninety (90) days, at Buyer's expense.