

BUELL MOTORCYCLE CO.
PURCHASE ORDER
STANDARD TERMS AND CONDITIONS FOR PURCHASES OF DESIGN OR ENGINEERING SERVICES

1. **APPLICABILITY** - These Standard Terms and Conditions for Purchases of Design or Engineering Services (“Standard Terms”) are part of each Purchase Order issued by EBR Motorcycles, LLC, d/b/a Buell Motorcycle Co., a Delaware limited liability company (“Buyer”). In these Standard Terms, “services” refers to the design or engineering services described on the face of this Purchase Order to be purchased by Buyer from the seller named on the face of this order (“Seller”), and unless the context indicates otherwise, “contract” refers to the contract formed pursuant to this Purchase Order.

2. **CONTRACT** — This Purchase Order is an offer to buy by Buyer, and Buyer rejects any prior offers to sell made by Seller. If this Purchase Order nevertheless is in legal effect an acceptance of a prior offer by Seller, then Buyer’s acceptance is conditional upon Seller’s assent to all terms of this Purchase Order that are additional to or different from the terms of Seller’s offer. By signing and returning a copy of this Purchase Order, by performing the services, or by any other conduct that recognizes the existence of a contract, Seller accepts and agrees and assents to all of the terms contained in this Purchase Order. Any acceptance by Seller is limited to acceptance of these express terms. Any reference in the Purchase Order to any proposal made by Seller is solely to incorporate the description or specifications for the services in the proposal, but only to the extent that the description or specifications do not conflict with the description or specifications in the Purchase Order. Additional or different terms in Seller’s proposal or any attempt by Seller to vary any of the Purchase Order terms shall be deemed material and are objected to and rejected by Buyer.

3. **DEFINITIONS**

- a. **BUYER INFORMATION:** Drawings, documents, specifications, technical information, computer programs and other information owned or to which Buyer obtains ownership according to Article 18, or provided by Buyer to Seller for performance of Services under a Purchase Order.
- b. **BUYER GROUP:** Buyer and its parents, subsidiaries and affiliated companies, Buyer’s other suppliers and contractors of any tier, to the extent they are involved in the project to which the Purchase Order relates, Client, and each of their respective officers, directors, employees, agents, and representatives.
- c. **CLIENT:** A third party with whom Buyer has a contract to provide the Services.
- d. **COMPLETION:** The date of issue of Buyer’s written acceptance of the Services, in which Buyer confirms that all and any Services as described in the Purchase Order are complete and in accordance with the requirements of the Purchase Order. Such acceptance does not relieve Seller of any guarantee or warranty obligations, or other obligations and liabilities in relation to the Purchase Order.
- e. **DOCUMENTS:** Drawings, documentation, calculations, certificates manuals, datasheets and all other technical, commercial and other documents and data to be supplied by Seller under the Purchase Order on media specified therein.
- f. **FORCE MAJEURE:** As defined in Article 14.c.
- g. **MILESTONE DATE(S):** The required date(s) for Seller’s performance of the Services or parts thereof according to the Purchase Order.
- h. **PARTY / PARTIES:** Seller and Buyer or either of them as the context dictates.
- i. **PURCHASE ORDER:** The separate contract document describing the Services together with any Special Conditions, these General Conditions for Purchases of Design or Engineering Services and any appendices and attachments thereto and any signed amendments and variations to said documents.
- j. **PURCHASE ORDER PRICE:** The total price specified in the Purchase Order which is subject to adjustment in accordance with Article 6 only and which shall constitute full compensation to the Seller for the Services, including all costs, expenses, Taxes, duties, fees or charges of any kind incurred by or levied on Seller Group related to the performance of the Purchase Order and for fulfilling all of its obligations under the Purchase Order.
- k. **SELLER:** The company or person stated as such in the Purchase Order or its successors or permitted assigns.
- l. **SELLER GROUP:** Seller and its parent, subsidiaries and affiliated companies, and Seller’s suppliers and contractors of any tier, to the extent they are involved in the project to which the Purchase Order relates, and the officers, directors, employees, agents, and representatives of such Seller parent, subsidiary, affiliate, supplier and contractor.
- m. **SERVICES:** The services to be performed by Seller pursuant to the Purchase Order including the provision of Documents.

- n. SPECIAL CONDITIONS: If applicable, the document attached to the Purchase Order which expressly varies these General Conditions for Purchases of Design or Engineering Services and which is signed by a duly authorized member of Buyer and Seller.
- o. TAXES: Includes all compulsory charges imposed pursuant to the authority of a country, or political subdivision thereof, to levy taxes or fees on an entity or activity. Taxes include, but are not limited to, income taxes, employment taxes, franchise taxes, sales and use taxes, value added taxes (“VAT”), VAT applicable to non-residents, industry and commerce tax, property, ad valorem and excise taxes. Taxes do not include import/export customs duties or fees and stamp duties unless specifically provided for.
- p. WARRANTY PERIOD: 36 months from Completion of the Services (or the satisfactory passing of any inspections and prescribed tests if later), or 30 days after the Buyer’s warranty obligations towards its Client expire, whichever is later in time.

4. INTERPRETATION

- a. In the event of any conflict between the provisions of the Purchase Order, the various contract documents shall be given priority in the following order:
 - i. Any Special Conditions agreed between the Parties and constituted in writing.
 - ii. These General Conditions for Purchase of Design and Engineering Services.
 - iii. The Purchase Order form.
 - iv. Appendices to the Purchase Order in the order they are listed, unless stated otherwise.
- b. The governing language of the Purchase Order shall be the English language.

5. GENERAL OBLIGATIONS OF SELLER

- a. Seller shall perform the Services according to high standards of engineering practice and the Purchase Order specifications or, if none are specified, in accordance with the latest applicable standards and codes of practice of the industry concerned. Seller represents and warrants it has examined the Purchase Order and will examine other Buyer Information supplied by Buyer from time to time. Seller represents and warrants that it knows or, prior to accepting the Purchase Order, will determine: (i) the nature and scope of Services, and (ii) the general any other matters which could affect the Services. Seller’s failure to examine the Purchase Order and/or Buyer Information or to become knowledgeable about or to discover matters which Seller ought to have known or discovered in the performance of its examination and which affect the Services shall not relieve Seller from its obligations under this Purchase Order.
- b. Seller shall comply with all applicable laws, rules and regulations of any governmental, judicial or regulatory body having jurisdiction over the Services or any site where the Services are performed, including without limitation laws, rules and regulations pertaining to health, safety and the environment, non-discrimination of the workforce, organization of labor, engineering codes and standards and construction codes and standards. Seller shall defend, indemnify and hold Buyer harmless from and against all claims, losses, damages, costs and expenses (including legal fees) arising out of Seller’s failure to comply with the aforesaid laws, rules and regulations.
- c. Seller shall have and comply with a certified quality system as defined in the ISO 9000 series of standards, or a system of equal standard approved by Buyer, which is suitable for the Services.
- d. Seller shall search for defects, discrepancies and inconsistencies (“Errors”) in the Buyer Information provided by Buyer. Seller shall without undue delay notify Buyer of any such Errors discovered. If Seller does not notify Buyer of any Errors that Seller has discovered, or ought to have discovered, by such search and as a result Buyer incurs additional costs or is prejudiced as regards to warranties, guarantees or other rights, then all such costs incurred shall be borne by Seller.
- e. Actions taken by Buyer in checking, verifying, reviewing, consenting to, approving, testing, inspecting or accepting the Services shall in no way relieve Seller from its obligations or responsibilities as stated in the Purchase Order.
- f. Seller shall have a documented, implemented and auditable Health, Safety, Environment and Security (HSES) management system for the Services ensuring safe performance according to applicable laws and regulations at any location where the Services are performed. Buyer shall have the right to perform quality audits of the Seller’s HSES management system. Any additional HSES requirements specified in the Purchase Order shall be complied with by Seller.

- g. In performing the Services and other obligations under this Purchase Order, Seller shall be an independent contractor and not the agent or employee of Buyer. The relationship of employer and employee shall not exist between Buyer and Seller or any of their employees. Seller shall have no authority to make statements, representations or commitments of any kind or take any other action binding on Buyer. It is expressly agreed that it is not the purpose or intention of the Purchase Order to create, nor shall the same be construed as creating, any partnership or joint operation between Buyer and Seller.
- h. Seller shall ensure that all subcontractors involved in the performance of the Services are bound by terms that are no less stringent to those set out in the Purchase Order.

6. VARIATIONS

- a. Buyer has the right to order such variations to the Services as in Buyer's opinion are desirable. Variations may include an increase or decrease in the quantity, character, quality, manner of execution of the Services as well as changes to the Milestone Date(s).
- b. When Buyer requests a variation, Seller shall as soon as possible and at latest within five (5) working days submit a written confirmation containing a description of the effects the variation will have on the Purchase Order Price, Milestone Date(s) and technical specification. Buyer may require the submission of an estimate of the effects of a variation prior to ordering variations. Seller shall not initiate the variation in the Services until Buyer has instructed Seller in writing.
- c. If Seller is of the opinion that it is entitled to a variation order, or if Buyer is in breach of any of its obligations according to the Purchase Order, then Seller shall issue a written request for a variation order without delay and at the latest within ten (10) working days after Seller has become aware or should have become aware of the situation. If Seller fails to present a request for a variation order within the aforesaid period, Seller shall lose the right to a variation order.
- d. Disagreement as to compensation payable in respect of a variation order shall not entitle Seller to delay the Services and Seller shall implement the variation without awaiting the final outcome of the dispute.

7. CANCELLATION AND SUSPENSION

- a. Buyer reserves the right to suspend performance of or cancel the Purchase Order or any part thereof with immediate effect by written notification to Seller.
- b. Except in case of suspension or cancellation due to Seller's breach of the Purchase Order, Buyer shall pay the unpaid balance due to Seller for that part of the Services already performed and shall pay substantiated costs reasonably incurred by Seller and approved in advance by Buyer as a direct consequence of the suspension or cancellation.
- c. In the event of cancellation, Seller shall return all Buyer Information and handover all Documents at their current state at the time of cancellation.

8. PURCHASE ORDER PRICE

- a. The Purchase Order Price stated in the Purchase Order shall be considered as fixed unless otherwise stated in the Purchase Order.
- b. In the event the Purchase Order Price is stated to be reimbursed according to agreed rates and prices, the rates and prices shall cover all the expenses that Seller incurs in connection with the Services, and no additional amounts may be invoiced unless agreed in writing between Buyer and Seller.
- c. The Purchase Order Price shall, unless otherwise specified in the Purchase Order, include without limitation:
 - i. All wages, including overtime payments, special supplements, subsistence and other compensation, and all personal taxes, social security contributions and other government levies payable with respect to such remuneration and allowances;
 - ii. Travel expenses;
 - iii. Public holidays;
 - iv. Holiday pay;
 - v. Insurance premiums and voluntary or obligatory pension contributions;
 - vi. Employer's contributions and other applicable taxes and levies payable to public authorities;
 - vii. All fees to employer/employee organizations;
 - viii. Training in computer programs relevant for the Services;

- ix. All overhead or management fees; and
 - x. Risk and profit.
 - xi. Unless otherwise stated in the Purchase Order, hourly rates shall apply both to normal time and overtime.
- d. The Purchase Order Price shall not be subject to escalation unless otherwise stated in the Purchase Order.

9. TERMS OF PAYMENT AND AUDIT

- a. Seller shall invoice Buyer in accordance with the invoicing instructions in the Purchase Order. Invoices must be sent to the address stated in the Purchase Order and shall be marked with Buyer's name, the project name and Purchase Order number.
- b. Buyer shall make payment within 30 days following the receipt of a correct invoice, provided that Seller's obligations under the Purchase Order have been fulfilled. Buyer may withhold any disputed or insufficiently documented amounts.
- c. Seller shall submit a final invoice within 30 days after Seller's Completion of the Services.
- d. Seller shall permit Buyer Group and Client to carry out such audits and inspections as Buyer deems to be necessary including review of all data and records in connection with the Services and all transactions related thereto and Buyer and/or its Client shall have access to all information relating to the rates and prices as may reasonably be required to verify payments made to or by Seller under or pursuant to the Purchase Order. Seller shall ensure that Buyer shall have similar rights to audit and inspect Seller's subcontractors.
- e. Buyer Group is entitled to perform such audit during the period of the Purchase Order and for up to 2 years after the end of the year of Completion. However, all records pertaining to tax claims asserted on Seller for which Buyer can be made jointly responsible shall be eligible for Buyer's audit until the particular claim can be declared finally resolved. No payment from Buyer shall affect Buyer's right to audit and inspect pursuant to Articles 9.d and 9.e. If payments are proven incorrect, Seller shall promptly submit the corrected invoice.

10. TITLE

- a. Title to the Documents shall pass to Buyer progressively as the Services are performed by Seller.
- b. Equipment and materials paid for by Buyer which are purchased or produced in connection with the Services are the property of Buyer. Such equipment and materials are not to be used by Seller for other services without Buyer's written consent. Seller shall mark such equipment and/or materials "Property of Buell Motorcycle Co." and ensure that it is maintained in proper condition. Unless otherwise agreed amongst the parties, Seller shall return such equipment and materials within one month from Completion.

11. DELAY

- a. Performance of the Services shall take place strictly according to the Milestone Date(s).
- b. As soon as Seller believes, or has grounds for believing, that its performance will be delayed, Seller shall immediately notify Buyer in writing of the delay, the cause thereof and the measures Seller will initiate in order to minimize the delay. Seller shall implement all necessary actions and bear all costs incurred to minimize the delay unless the delay is caused solely by Buyer. If Seller fails to notify Buyer or fails to provide such information as required in this Article 11.b, Seller shall pay all direct costs incurred by Buyer as a result of such failure.
- c. If the Services or any part thereof are not ready for delivery on the Milestone Date(s) or it is evident that the Services or any part thereof will not be ready on the Milestone Date(s), otherwise than to the extent that any delay is caused solely by Buyer, Buyer shall be entitled to require the Seller to take measures at its expense to accelerate performance or to handover the incomplete Services for completion by Buyer or a third party engaged by Buyer at Seller's risk and cost. Seller shall indemnify Buyer with respect to all additional costs resulting from the delivery in an incomplete state, including without limitation, the costs to complete the Services. Seller shall, at Buyer's request, provide any manpower or other resources required for the completion of the Services.
- d. The payment of any damages in this Article 11 shall not release Seller from its obligation to otherwise fully perform its obligations under the Purchase Order or limit any other remedy of Buyer in contract, law or equity.

12. WARRANTY AND GUARANTEE

- a. Seller warrants and guarantees that, for the duration of the Warranty Period, (i) it has performed and shall perform the Services in accordance with the provisions of the Purchase Order, and (ii) that the Services shall be capable of achieving any performance standards set forth in the Purchase Order. In the event that within the Warranty Period, the Services are found to be defective, inadequate or otherwise fail to meet the requirements of the Purchase Order, then Seller shall forthwith, on written notice from Buyer, rectify the Services at Seller's sole cost. If Seller fails to correct defective Services within reasonable time or Buyer declines to allow Seller to perform the rectification of the Services, then Seller shall pay to Buyer the reasonable costs incurred by Buyer for the corrective work.
- b. If, pursuant to Article 12.a, Seller makes rectifications according to Article 12.a, the provision of this Article 12 shall apply to said rectifications for twenty four (24) months from the completion of such corrections or the end of the basic Warranty Period, whichever is later in time.
- c. Buyer is entitled to claim compensation for any damages and losses suffered due to defects in the Services.
- d. The provisions of this Article 12 shall not limit Seller's liability under any provision of this Purchase Order and shall be in addition to any rights Buyer may have in contract, equity or law.

13. DEFAULT

- a. An "Event of Default" shall occur when Seller fails in any way to fulfil its obligations pursuant to the Purchase Order, is liable for the maximum of any limitation of liability hereunder, becomes insolvent or otherwise stops its payments.
- b. If an Event of Default occurs, Buyer may choose one or more of the following alternatives:
 - i. Demand a new performance of the Services (partially or wholly);
 - ii. Demand a price reduction;
 - iii. Suspend Seller's performance of the Purchase Order;
 - iv. Terminate the Purchase Order for default; and/or
 - v. Claim compensation for losses directly related to the Event of Default.
- c. Seller is only entitled to be credited that part of the Purchase Order Price which relates to Services completed in compliance with the Purchase Order. In the event of termination, Seller shall return all Buyer Information and handover all Documents at their current state at the time of termination and shall ensure that Buyer has the full unrestricted title and use of all Documents. All costs related to the aforementioned termination shall be borne by the Seller, and any amount so credited to Seller shall be set off against Buyer's costs related to the termination.
- d. Buyer's rights pursuant to this Article 13 are without prejudice to any other rights or remedies Buyer may have in contract or at law.

14. FORCE MAJEURE

- a. Neither of the Parties shall be considered in breach of an obligation to the other under the Purchase Order to the extent that the affected Party can establish that fulfilment of the obligation has been prevented Force Majeure.
- b. The Party invoking Force Majeure shall, as soon as possible, notify the other Party in writing of the Force Majeure situation, the cause of delay and the presumed duration thereof.
- c. For the purposes of the Purchase Order, a Force Majeure situation shall include, but not be limited to: riot, war, invasion, acts of foreign enemies, acts of terrorism, earthquakes, floods, fires, explosions, hurricanes, typhoons, strikes or industrial disputes at a national or regional level, excluding strikes and industrial disputes related to the activity of Seller Group, and any other occurrence which is beyond the reasonable control of the affected Party and which the affected Party could not have reasonably foreseen at the time of entering into the Purchase Order.
- d. Each Party is entitled to terminate the Purchase Order by written notice to the other Party if the Force Majeure situation continues, or it is obvious that it will continue, for more than 60 days. In such case Seller shall return all Buyer Information and handover all Documents at their current state at the time of termination. Seller is entitled to the unpaid balance due to Seller for that part of the Services already performed prior to the occurrence of the Force Majeure situation and Seller shall ensure that Buyer has full unrestricted title for the same.
- e. In the case of Force Majeure, each Party shall cover its own costs resulting from the Force Majeure situation.

15. LIABILITY

- a. Seller shall defend, indemnify and hold Buyer Group harmless from and against any claim, howsoever arising, concerning: (i) personal injury to or loss of life of any employee or personnel of Seller Group, and/or (ii) loss of or damage to any property of Seller Group, with the sole exception of where such claim is caused directly by the sole negligence or willful misconduct of Buyer Group.
- b. Buyer shall defend, indemnify and hold Seller Group harmless from and against any claim concerning: (i) personal injury to or loss of life of any employee or personnel of Buyer Group, and/or (ii) loss of or damage to any property of Buyer Group, with the sole exception of where such claim is caused directly by the sole negligence or willful misconduct of Seller Group.
- c. Seller shall defend, indemnify and Buyer Group harmless from and against any loss of or damage to the Documents prior to Completion unless directly attributable to the acts or omissions of Buyer Group.
- d. Seller shall defend, indemnify, and hold Buyer Group harmless from any and all liability for death, disease or injury to any third party and loss of or damage to any third party property and against all claims, losses, damages, costs and expenses (including legal fees) resulting therefrom, arising out of or related to the Services.
- e. For the sake of clarity and the purpose of this Article 15, Buyer Group and Seller Group shall also include the employees and agents of the companies included within the Buyer Group and the Seller Group.

16. INSURANCE

- a. Seller shall procure and maintain at Seller's expense, and for the duration of the Purchase Order until the end of the Warranty Period, all necessary insurances required for and adapted to the operations for the performance of the Services covering the liabilities assumed under the Purchase Order, hereunder including but not limited to:
 - i. Workers compensation and/or employer's liability insurance covering personal injury to or death of personnel of Seller Group to the minimum value required by any applicable legislation or, if greater in sum, USD 2,000,000 per occurrence, including extended coverage for working offshore in accordance with project requirements or such greater sum as is set out in the Purchase Order.
 - ii. General third party liability insurance covering all liabilities in respect of property damage and personal injury arising from the activities of Seller Group in relation to the Purchase Order, with a minimum limit of not less than USD 3,000,000 per occurrence.
 - iii. Professional Indemnity insurance covering Seller legal obligations arising out the Services, with a minimum limit of not less than USD 5,000,000 per claim and in the annual aggregate.
- b. Sellers's liability is not limited to the coverage under any insurance policy.
- c. All insurances shall be placed with reputable insurers, acceptable to Buyer, and shall for all insurances (other than Employers Liability Insurance/Workmen's Compensation) to the extent of the liabilities assumed by Seller under the Purchase Order, include Buyer Group as an additional insured.
- d. All insurances shall be endorsed to provide that underwriters waive any rights of subrogation against Buyer Group to the extent of the liabilities assumed by Seller under the Purchase Order.
- e. Such insurances shall also provide that Buyer shall be given not less than thirty (30) calendar days prior written notice of cancellation of or material change to the insurance coverage provided thereby.
- f. Within fifteen (15) calendar days of the date when both Parties have signed the Purchase Order, Seller shall provide Buyer with insurance certificates, and thereafter renewals thereof, documenting that the relevant insurance requirements are procured and shall be maintained in accordance with this Article 16.
- g. In the event that Seller fails to provide any of its insurance set forth in this Article 16 or should any insurance expire, be cancelled, or be terminated, Buyer may consider this an Event of Default and terminate the Purchase Order or have the right (not the obligation) procure the requisite insurance at Seller's own cost.
- h. The provisions of this Article 16 shall in no way limit the liability of Seller under the Purchase Order.

17. NO WAIVER

- a. No act or failure to act by Buyer in response to any breach of the Purchase Order shall be construed as a waiver of or acquiescence to that breach, or of any subsequent breach, unless made expressly in writing.
- b. No failure or delay on the part of Buyer to exercise any power, right or remedy under this Purchase Order shall operate as a waiver thereof nor shall any single or partial exercise by Buyer of any power, right or remedy preclude any other or further exercise thereof or the exercise of any other power, right or remedy.

18. INTELLECTUAL PROPERTY RIGHTS

- a. Subject to 18.b and 18.d, all intellectual property of any nature in and related to the Services, including the Documents, which is developed by Seller Group in connection with the Services or otherwise arising out of the Services shall be the property of Buyer.
- b. The Parties agree that all intellectual property owned by a Party prior to entering into the Purchase Order will remain the property of that Party.
- c. All intellectual property in Buyer Information shall remain at all times the property of Buyer or Client. Buyer Information shall not be used by Seller other than for the purpose of the Services and shall, upon written request by Buyer, be returned to Buyer when the Services are completed.
- d. Seller shall maintain ownership of inventions, developments and enhancements of Seller's intellectual property, in addition to intellectual property produced independently of the Purchase Order, unless any of such are based in whole or in part on Buyer Information, in which event they shall be owned by Buyer
- e. Seller shall notify Buyer of any intellectual property which Buyer shall obtain ownership of, or rights to, hereunder, and Seller shall provide the necessary assistance to enable Buyer to acquire such rights.
- f. Seller shall provide and grant to Buyer and Client and to anyone authorized by Buyer and Client an irrevocable, perpetual, transferable, royalty-free, world-wide, non-exclusive license to all intellectual property owned by Seller hereunder to the extent necessary for Buyer, Client or their transferees to utilize the Services and the Documents, including the engineering, procurement, construction, installation, operation, maintenance, modification, adaptation and repair of such. Said license may be freely assigned to any end user of the Services.
- g. Seller shall indemnify and hold harmless Buyer Group against any actual or alleged claims and proceedings, including legal fees, incurred by Buyer Group or third parties with regard to infringement or violation of any intellectual property rights, in any jurisdiction, in connection with the Services.

19. CONFIDENTIALITY

- a. Seller shall keep confidential all Buyer Information and Documents and all information arising out of the Purchase Order that by its nature is confidential, including the terms of the Purchase Order and shall only use it for the purpose of the performance of the Services. Seller shall not divulge to a third party the said information without the written consent of the Buyer, except to the extent Seller can establish by reasonable evidence that such information:
 - i. Is already known to the Seller at the time the information was received;
 - ii. Is or becomes part of the public domain (except by default of the Seller);
 - iii. Is rightfully received from a third party without an obligation of confidentiality; and/or
 - iv. Is required to be disclosed by law.

If any portion of the information which is to be kept confidential as aforesaid falls within any one of the above exceptions, the remainder shall continue to be subject to the restrictions of this Article 19.

20. SUBCONTRACTING

- a. Seller shall not subcontract any part of the Purchase Order unless Buyer has given approval in writing. Subcontracting shall not relieve Seller of Seller's responsibility for the whole of the Services and for the timely execution hereof and Seller shall be responsible for the acts, defaults and neglects of its subcontractors as fully as if they were the acts, defaults and neglects of Seller.
- b. Seller shall ensure that all subcontractors involved in the performance of the Services are bound by terms that are no less stringent than the Purchase Order.
- c. Subcontracts entered into by Seller shall contain a provision under which Buyer is entitled to call for the subcontract to be assigned to Buyer.

21. CORPORATE SOCIAL RESPONSIBILITY, ANTI-CORRUPTION AND FAIR COMPETITION

- a. Each Party shall uphold the highest standards of business ethics and corporate code of conduct in the performance of this Purchase Order. Furthermore, each Party by entering into this Purchase Order confirms that it will act in compliance with all applicable laws.

- b. Each Party agrees that they will not, directly or indirectly take part in any action that constitutes bribery, corruption or trading in influence pursuant to laws and regulations applicable to this Purchase Order, the Services or either the Buyer Group or the Seller Group. Seller warrants and represents that, in connection with the Services it has not made or offered and will not make or offer any payment, gift, promise or other advantage or anything of value, whether directly or through intermediaries, to or for the use of any public official, where such payment, gift, promise or advantage would violate the principles of the applicable laws of any jurisdiction in which the Services shall be performed, including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act 2010, which includes bribery of private individuals.
- c. Each Party agrees to act in a fair and ethically justifiable manner in accordance with applicable competition rules.

22. MISCELLANEOUS

- a. The Purchase Order constitutes the entire agreement and understanding between the Parties in respect of the matters dealt with in it and supersedes all prior agreements, promises, correspondence, discussions, representations and understandings relating to the Services, except those expressly set forth herein.
- b. Buyer is entitled to assign, novate or otherwise transfer its rights and obligations under the Purchase Order, fully or partly, to any affiliates or any third parties. Seller may not assign, novate or otherwise transfer its rights and obligations under the Purchase Order without Buyer's prior written consent.
- c. Except as expressly provided in the Purchase Order it is agreed that the Purchase Order is not intended to and does not give any person who is not a Party to this Purchase Order any rights to enforce any provision contained herein.
- d. Unless expressly agreed otherwise by the Parties in writing, the Purchase Order shall be governed by and interpreted in accordance with the laws of the State of Michigan, without regard to conflicts of laws principles.
- e. Disputes arising in connection with or as a result of the Purchase Order, and which are not resolved by mutual agreement shall be settled by court proceedings. Any such court proceedings shall be conducted exclusively in the State and/or Federal courts located in Kent County, Michigan.