



CAM TERMS AND CONDITIONS FOR PURCHASE ORDERS

The following terms and conditions shall apply to the purchase by CAM Industrial Solutions LLC or any of its U.S. affiliates (hereinafter “CAM”) of the goods and/or services described in the Purchase Order. For clarity, Seller acknowledges and agrees that only the CAM affiliate that is party to the Purchase Order shall be liable to Seller for any goods and/or services supplied under the Purchase Order, including payment obligations in connection with the Purchase Order.

1. Applicability.

(a) Subject to Section 1(b), these terms and conditions (these “**Terms**”) are the only terms which govern the purchase of the goods (“**Goods**”) and/or services (“**Services**”) by CAM from the seller named on the Purchase Order (“**Seller**”). In case of conflict or inconsistency between the Purchase Order and these Terms, these Terms shall prevail.

(b) Notwithstanding anything herein to the contrary, (i) if a separate written agreement exists or is subsequently entered into between Seller and CAM with respect to the Goods and/or Services covered in the Purchase Order, the terms and conditions of that agreement shall prevail to the extent they are inconsistent with these Terms and (ii) if any special terms and/or conditions are attached by CAM to this Agreement or related Purchase Order due to either the requirements of CAM’s end customer or the type of Goods or Services provided hereunder and any provision of such special terms and/or conditions is inconsistent or conflicts with any provision of these Terms, the provision imposing the more stringent obligation on Seller shall control.

(c) The purchase order (the “**Purchase Order**”) and these Terms (collectively, this “**Agreement**”) comprise the entire agreement between the parties with respect to the subject matter hereof, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. Except as provided for in Section 1(b), any additional, contrary or different terms (i) provided by Seller in connection with the negotiation, acceptance, or performance of the Purchase Order, (ii) contained or referred to in any form generally used by Seller, or any correspondence which may have been applicable to the subject matter hereof, or (iii) implied by trade, custom, practice or course of dealing, are void and unenforceable, and any purported provisions to the contrary are hereby excluded or extinguished. The parties agree and acknowledge that this Agreement expressly limits Seller’s acceptance to the terms of this Agreement. Fulfillment of or other performance under the Purchase Order constitutes acceptance of these Terms.

2. Delivery of Goods and Performance of Services.

(a) Seller shall deliver the Goods in the quantities and on the date(s) specified in the Purchase Order or as otherwise agreed in writing by the parties (the “**Delivery Date**”). In the event that the Purchase Order specifies a “period for delivery”, Seller shall give reasonable notice of the proposed time and date of actual delivery of the Goods. If no Delivery Date is specified in the Purchase Order, Seller shall deliver the Goods within a reasonable time after receipt of the Purchase Order. If Seller fails to deliver the Goods in full on or before the Delivery Date or the end of the “period of delivery”, CAM may terminate this Agreement immediately by providing written notice to Seller and Seller shall indemnify CAM against any losses, claims, damages, and reasonable costs and expenses directly attributable to Seller’s failure to timely deliver the Goods.

(b) Seller shall deliver all Goods to the address specified in the Purchase Order (the “**Delivery Point**”) during CAM’s normal business hours or as otherwise instructed by CAM. Seller shall pack all Goods for shipment according to CAM’s instructions or, if there are no instructions, in a manner sufficient to ensure



that the Goods are delivered in undamaged condition. Seller must provide CAM prior written notice if it requires CAM to return any packaging material. Any return of such packaging material shall be made at Seller's risk of loss and expense.

(c) Seller shall provide the Services to CAM as described and in accordance with the dates or schedule set forth on the Purchase Order or as otherwise agreed in writing by the parties and in accordance with these Terms.

(d) Seller acknowledges that time is of the essence with respect to Seller's obligations hereunder and the timely delivery of the Goods and Services.

3. Quantity. If Seller delivers less than 100% of the quantity of Goods ordered, CAM may reject all Goods. If Seller delivers more than 100% of the quantity of Goods ordered, CAM may reject any excess Goods. Any such rejected Goods shall be returned to Seller at Seller's sole risk and expense. If CAM does not reject the Goods and instead accepts the delivery of Goods at the increased or reduced quantity, the Price for the Goods shall be adjusted on a pro-rata basis.

4. Shipping Terms. Delivery shall be made in accordance with the delivery terms specified in the Purchase Order or as otherwise agreed in writing by the parties. The Purchase Order number must appear on all shipping documents, shipping labels, invoices, correspondence, and any other documents pertaining to the Purchase Order.

5. Title and Risk of Loss. Title and risk of loss passes to CAM upon delivery of the Goods at the Delivery Point.

6. Inspection and Rejection of Nonconforming Goods. CAM has the right to inspect the Goods on or after the Delivery Date. CAM, at its sole option, may inspect all or a sample of the Goods, and may reject all or any portion of the Goods if it determines, in CAM's reasonable opinion, that the Goods are nonconforming or defective. If CAM rejects any portion of the Goods, CAM has the right, effective upon written notice to Seller, to: (a) rescind this Agreement in its entirety; (b) accept the Goods at a reasonably reduced price; or (c) reject the Goods and require replacement of the rejected Goods. If CAM requires replacement of the Goods, Seller shall, at its expense, promptly replace the nonconforming or defective Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective goods and the delivery of replacement Goods. If Seller fails to timely deliver replacement Goods, CAM may replace them with goods from a third party and charge Seller the cost thereof and terminate this Agreement for cause pursuant to Section 21 (Termination for Cause). Any inspection or other action by CAM under this Section shall not reduce or otherwise affect Seller's obligations, and CAM shall have the right to conduct further inspections after Seller has carried out its remedial actions.

7. Price. The price of the Goods and Services is the price stated in the Purchase Order (the "Price"). If no price is included in the Purchase Order, the Price shall be the price set out in Seller's published price list in force as of the date of the Purchase Order. Unless otherwise specified in the Purchase Order, the Price includes all packaging, transportation costs to the Delivery Point, insurance, customs duties, and fees. No increase in the Price is effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of CAM.

8. Payment Terms. Seller shall issue an invoice to CAM via email to the address set forth on the Purchase Order within thirty (30) days after delivery of the Goods and/or performance of the Services. Each invoice shall be in the format required by CAM and shall state the Purchase Order number. Any invoice submitted without all required information will be considered as an invalid invoice and may result in the invoice being returned without payment. After receipt of an invoice, CAM shall pay all properly invoiced amounts due to Seller (except for any amounts disputed by CAM in good faith) in accordance with the payment terms specified in the Purchase Order or within sixty (60) days of receipt of such invoice, whichever is longer. All payments hereunder must be in US dollars and made via wire transfer in accordance with the instructions set forth on Seller's invoice. Payments made by CAM shall not



constitute acceptance of the Goods and/or Services, or be construed as a waiver of any rights CAM may have hereunder for defective or non-conforming Goods and/or unsatisfactorily performed Services. Without prejudice to any other right or remedy it may have, CAM reserves the right to set off at any time any amount owing to it by Seller against any amount payable by CAM to Seller. In the event of a payment dispute, CAM shall deliver a written statement to Seller prior to the date payment is due on the disputed invoice listing all disputed items and providing a reasonably detailed description of each disputed item. Amounts not so disputed are deemed accepted and shall be paid by CAM, notwithstanding disputes on other items, in accordance with these Terms. The parties shall seek to resolve all such disputes expeditiously and in good faith. Seller shall continue performing its obligations under this Agreement notwithstanding any such dispute.

9. Taxes.

(a) Except as otherwise agreed by the parties in writing, the prices provided in the Purchase Order shall include all applicable taxes, duties, and levies including, without limitation, those described in Sections 9(b), 9(c), 9(d), and 9(f), paid, payable, levied or assessed on Seller or any of its employees, agents, and subcontractors by the relevant government, and arising directly or indirectly from the sale of Goods and/or performance of Services by Seller under the Purchase Order.

(b) Seller shall assume full and exclusive liability for the payment of all taxes (and associated penalties and interest) payable, levied, imposed, or assessed upon the revenue, profits, or assumed profits of Seller arising directly or indirectly from the performance of the Purchase Order, including, by way of illustration and not limitation, corporate taxes, income taxes, capital gains taxes, and franchise taxes.

(c) Seller shall assume full and exclusive liability for the payment of all taxes (and associated penalties and interest) payable, levied or imposed on any of its employees, subcontractors or agents and arising directly or indirectly from the performance of the Purchase Order, including, by way of illustration and not limitation, personal income taxes, employment compensation insurance, old age benefits, welfare funds, pensions and annuities, national insurance contributions, social security benefits and disability insurance, and similar charges.

(d) Seller shall assume full and exclusive liability for the payment of all taxes (and associated penalties and interest) payable, levied or imposed on the procurement of goods or services by Seller or any of its employees, subcontractors or agents and arising directly or indirectly from the performance of the Purchase Order, including, by way of illustration and not limitation, sales and use taxes, value-added taxes, customs and import duties and levies and similar charges.

(e) Notwithstanding anything herein to the contrary, the prices are exclusive of value added tax (“VAT”) and/or sales tax. Notwithstanding the provisions of Section 9(d), if applicable, VAT and/or sales tax will be added to Seller’s invoices and such invoices will be presented in accordance with applicable regulations with respect to VAT and/or sales tax.

(f) CAM may, without liability to Seller, withhold any taxes or other government charges or levies from any payments which would otherwise be made by CAM to Seller to the extent that such withholding may be required by the existing or future legislation, orders, rules or directions of any competent taxing authority. CAM shall provide a receipt in respect of any tax withheld. Where the requirements for any withholding are avoided by Seller holding an appropriate valid exemption certificate it is the duty of Seller to: (i) inform CAM on a timely basis that such a certificate is held and to inform CAM of any change to or cancellation of the certificate and; (ii) provide copies of the certificate or any other proper documentation evidencing the exemption or any further information that may be required to avoid such withholding. Failure on the part of CAM to withhold or deduct any taxes from Seller does not remove the liability for those taxes from being declared and paid by Seller.



(g) Seller shall defend, indemnify, and hold CAM harmless from and against any and all liabilities to any competent authority resulting from Seller's failure to (i) make timely payment of or pay any of the charges specified in Sections 9(b), 9(c), 9(d), or 9(f) above, including interest, penalties and any other liability arising from such failure, or (ii) comply with the reporting, filing or other procedural requirements with respect to their payment.

10. Seller's Obligations Regarding Services. Seller shall:

(a) before the date on which the Services are to start, obtain, and at all times during the term of this Agreement ("**Term**"), maintain, all necessary licenses and consents and comply with all relevant laws applicable to the provision of the Services;

(b) comply with all rules, regulations and policies of CAM and any applicable rules, regulations and policies of CAM's customers, including security procedures concerning systems and data and remote access thereto, building security procedures, and general health and safety practices and procedures;

(c) maintain complete and accurate records relating to the provision of the Services, including records of the time spent and materials used by Seller in providing the Services in such form as CAM shall approve, for a minimum period of six (6) years following the expiration, cancellation, or termination of the Purchase Order. During the Term and for a period of six (6) years thereafter, upon CAM's written request, Seller shall allow CAM, at CAM's sole expense, to inspect and make copies of such records and interview Seller personnel during normal business hours to verify compliance with the terms hereof and/or the correctness of any invoice submitted to CAM by Seller. Seller shall obtain equivalent rights of audit from all Permitted Subcontractors and will cause such rights to extend to CAM;

(d) obtain CAM's written consent, which may be given or withheld in CAM's sole discretion, prior to entering into agreements with or otherwise engaging any person or entity, other than Seller's employees, to provide any Services to CAM (each such approved subcontractor or other third party, a "**Permitted Subcontractor**"). Any purported subcontracting without such consent shall be null and void. CAM's approval shall not relieve Seller of its obligations hereunder, and Seller shall remain fully responsible for the performance of each such Permitted Subcontractor and its employees and for their compliance with all of the terms and conditions contained herein as if they were Seller's own employees;

(e) require each Permitted Subcontractor to be bound in writing by the confidentiality provisions of this Agreement;

(f) ensure that all persons, whether employees, agents, subcontractors, or anyone acting for or on behalf of Seller, are properly licensed, certified or accredited as required by applicable law and are suitably skilled, experienced and qualified to perform the Services;

(g) ensure that all of its equipment used in the provision of the Services is in good working order and suitable for the purposes for which it is used, and conforms to all relevant legal standards and standards specified by CAM; and

(h) keep and maintain any CAM equipment in its possession in good working order and shall not dispose of or use such equipment other than in accordance with CAM's written instructions or authorization.



11. Provision of Equipment and Personnel

(a) Except as may be expressly agreed otherwise by the parties in the Purchase Order, Seller shall provide all personnel, equipment and materials required for the performance of the Services. The applicable prices include payment for such personnel, equipment and materials.

(b) CAM may instruct Seller to remove from CAM's premises, and the premises of CAM customers, any person engaged in any part of the Services who, in the reasonable opinion of CAM, is: (i) incompetent or negligent in the performance of his or her duties; (ii) engaged in activities which are contrary or detrimental to the interests of CAM; or (iii) is not conforming to applicable workplace policies and standards.

12. Change Orders.

(a) CAM may at any time, by written instructions issued to Seller (each a "**Change Order**"), order changes to the Services. Seller shall within ten (10) days of receipt of a Change Order submit to CAM a firm cost proposal for the Change Order. If CAM accepts such cost proposal, Seller shall proceed with the changed services subject to the cost proposal and the terms and conditions of this Agreement. Seller acknowledges that a Change Order may or may not entitle Seller to an adjustment in Seller's compensation or any Delivery Dates or schedules for Services.

(b) Seller shall not have the right at any time to make changes to the Purchase Order, unless expressly agreed by CAM in writing.

13. Warranties.

(a) Seller warrants to CAM that for a period of twelve (12) months from the Delivery Date, all Goods will:

(i) be free from any defects in workmanship, material and design;

(ii) conform to applicable specifications specified by CAM or, if specifications are not provided by CAM, Seller's published specifications in effect as of the date of the Purchase Order;

(iii) be fit for their intended purpose and operate as intended;

(iv) be merchantable;

(v) be free and clear of all liens, security interests or other encumbrances; and

(vi) not infringe or misappropriate any third party's patent or other intellectual property rights.

These warranties survive any delivery, inspection, acceptance of, or payment for, the Goods by CAM.

(b) Seller warrants to CAM that it shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with best industry



standards for similar services and shall devote adequate resources to meet its obligations hereunder. The warranty period for the Services shall be twelve (12) months from the completion of the Services.

(c) The warranties set forth in this Section are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of CAM's discovery of the noncompliance of the Goods or Services with the foregoing warranties. If CAM gives Seller notice of noncompliance pursuant to this Section, Seller shall, at its own cost and expense, promptly (i) replace or repair the defective or nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming goods to Seller and the delivery of repaired or replacement Goods to CAM and/or (ii) correct or re-perform the applicable Services. Any Goods replaced or repaired or Services re-performed hereunder shall have the warranties herein provided for the longer of (i) the remainder of the original warranty period or (ii) one (1) year from the date of delivery of the replaced or repaired conforming Goods or re-performance of the defective Services, as applicable.

(d) The foregoing warranties and remedies shall apply to the benefit of CAM, its affiliates, and its or their customers, and shall not be affected by delivery to, or inspection, acceptance or payment by, CAM.

14. Liens: Seller shall not allow any liens to attach to the Goods or to any property of CAM, or to the property of CAM's customers as a result of Goods supplied and/or Services performed by Seller, and Seller shall furnish, upon request, receipts and releases showing that all related costs and expenses have been paid, and that no third party claims, liens or rights of liens exist by reason thereof against CAM, its customers and its and their property. Seller shall indemnify, defend and hold CAM and its customers harmless from said liens and claims arising out of or connected with the manufacture, supply or delivery of the Goods and/or performance of the Services by Seller.

15. General Indemnification. **SELLER SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CAM, ITS PARENTS, ITS AFFILIATES, ITS CONTRACTORS (EXCLUDING SELLER) AND ITS AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, CUSTOMERS, AGENTS AND INVITEES ("CAM GROUP") FROM AND AGAINST ANY CLAIMS, DEMANDS, CAUSES OF ACTION, JUDGMENTS, PROCEEDINGS, AWARDS, DAMAGES, LOSSES, FINES, PENALTIES, COSTS, EXPENSES AND LIABILITIES, INCLUDING LITIGATION COSTS AND REASONABLE ATTORNEY'S FEES ("CLAIMS") ARISING OUT OF DEATH, ILLNESS OR INJURY, PROPERTY LOSS OR DAMAGE, OR ANY OTHER LOSS, DAMAGE OR COST, AS A RESULT OF OR IN CONNECTION WITH (A) DEFECTS IN WORKMANSHIP, MATERIALS, MANUFACTURE AND DESIGN OF THE GOODS, (B) FAILURE TO DELIVER THE GOODS IN ACCORDANCE WITH THE RELEVANT SPECIFICATIONS, (C) THE NEGLIGENT ACT OR OMISSION OF SELLER, ITS PARENTS, ITS AFFILIATES, ITS CONTRACTORS AND SUBCONTRACTORS (OF ANY TIER), CONSULTANTS, AGENTS AND ITS AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, AND INVITEES ("SELLER GROUP") UNDER THE PURCHASE ORDER, OR (D) SELLER GROUP'S BREACH OF THEIR OBLIGATIONS UNDER THE PURCHASE ORDER, INCLUDING WITHOUT LIMITATION AS A RESULT OF DEFECTS IN ANY GOODS. SELLER SHALL NOT ENTER INTO ANY SETTLEMENT WITHOUT CAM'S PRIOR WRITTEN CONSENT.**

16. Intellectual Property Indemnification. **SELLER SHALL, AT ITS EXPENSE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CAM GROUP AGAINST ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH ANY CLAIM THAT CAM GROUP'S USE OR POSSESSION OF THE GOODS OR USE OF THE SERVICES INFRINGES OR MISAPPROPRIATES THE PATENT, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHT OF ANY THIRD PARTY. IN NO EVENT SHALL SELLER ENTER INTO ANY SETTLEMENT WITHOUT CAM'S PRIOR WRITTEN CONSENT.**



17. No Consequential Damages. **IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR, AND EACH PARTY RELEASES THE OTHER FROM, ANY LOST PROFITS, LOSS OF USE, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, AND WHETHER IN CONTRACT, TORT, OR UNDER ANY OTHER THEORY OF LIABILITY.**

18. Insurance.

(a) Seller's indemnity obligations set forth herein shall be supported by appropriate insurance policies, acceptable to CAM, including at least the following policies:

(i) Commercial General Liability including but not limited to Contractual Liability Coverage insuring the activities of Seller under this Agreement, with limits in respect of bodily injury and/or property damage of not less than US Dollars two million (US\$2,000,000) per occurrence;

(ii) If Seller is providing professional services as part of the Services, Professional Liability with limits of not less than US Dollars one million (\$1,000,000) per occurrence;

(iii) Worker's Compensation and Employer's liability in compliance with local statutory requirements;

(iv) As applicable, Automobile Liability as may be required by statute or similar regulations in the country of operations; and

(v) Any other insurance required by the applicable law.

(b) All insurance policies required under Section 18(a) shall be taken out by Seller at its cost, with a reputable insurance company, and shall be evidenced by insurance certificates to be provided upon CAM's request. Such policies (excluding Workers' Compensation) shall name CAM Group as an additional insured to the extent of the obligations and liabilities assumed by Seller and shall be primary and non-contributory to any insurance otherwise carried in the name of and/or for the benefit of CAM Group. Such policies shall be endorsed to provide that no insurance policy shall be cancelled or materially changed without thirty (30) days prior written notice to CAM. Except where prohibited by law, Seller's insurers shall waive their rights of subrogation against CAM Group to the extent of the liabilities assumed by Seller hereunder.

19. Compliance with Law. Seller shall comply with, and adhere to, all applicable laws, regulations, rules, and ordinances which may apply to Seller in connection with its performance of this Agreement. Seller shall obtain, and maintain in effect, all the licenses, permissions, authorizations, approvals, consents and permits that it needs to carry out its obligations hereunder. Seller shall comply with all applicable export and import laws, regulations, orders, and requirements, including, without limitation, those of the United States, Canada, and the jurisdictions in which Seller and CAM are established or from which items may be supplied.

20. Intellectual Property Rights. Seller acknowledges that any information, materials, reports, recommendations, analyses, models, files and other work product in any form that Seller creates or develops as part of the Services (herein "**Deliverables**") (i) are works for hire, (ii) are the sole and exclusive property of CAM and (iii) shall be treated by Seller as Confidential Information. For any Deliverable that is found not to be a work for hire, Seller hereby assigns



all such Deliverables to CAM. Seller shall execute, and cause its employees to execute, any and all documents and instruments of transfer and assignment that CAM deems necessary or appropriate to carry out the foregoing. Compensation for the rights to such Deliverables shall be deemed included in the price and fees paid to Seller.

21. Termination for Cause.

(a) Either party may terminate this Agreement for cause by notice in writing if: (i) the other party commits any material breach and does not take all necessary and reasonable steps to cure the breach within ten (10) days of written notice of default; (ii) the other party seeks relief, or its creditors bring action against it or its direct or indirect parent, under any bankruptcy or insolvency law; (iii) the other party makes an assignment for the benefit of creditors or other arrangement or composition under a law which prevents enforcement or collection of debts in full; (iv) the other party or its parent becomes insolvent or is otherwise unable to pay its debts as they come due in the ordinary course of business; or (v) the other party or its parent ceases or suspends operation of its business.

(b) If the Purchase Order is terminated by CAM pursuant to Section 21(a) above, CAM may, at its discretion, perform or have a third party perform the work reasonably necessary to repair, replace or complete the Services, and/or supply the Goods. Seller shall pay to CAM the full amount expended by CAM on such supply, repair, replacement or completion plus any other reasonable and direct loss or damage incurred by CAM as a result of Seller's default.

22. Termination for Convenience. CAM further reserves the right to terminate this Agreement for any reason in whole or in part for convenience upon written notice to Seller. The termination notice shall specify the extent to which the performance of work related to the Purchase Order is terminated, and the time at which such termination becomes effective. After receipt of said notice, Seller shall stop the performance of said work to the extent specified in the notice of termination. If the Purchase Order is terminated by CAM pursuant to this Section, Seller's sole and exclusive remedy is payment for the Goods received and accepted and Services accepted by CAM prior to the termination.

23. Waiver. No waiver of any of the terms and conditions contained herein is effective unless explicitly set forth in writing and signed by the party waiving its right. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

24. Confidential Information. All non-public, confidential or proprietary information of CAM (“**Confidential Information**”), including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, rebates, and the contents of the Purchase Order, disclosed by CAM to Seller, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as “confidential” is confidential, solely for the purpose of performing this Agreement and may not be disclosed or copied unless authorized in advance by CAM in writing. Seller shall use the same degree of care to avoid unauthorized disclosure of Confidential Information as it employs with respect to its own confidential/proprietary information of similar quality and nature, but employing no less than a reasonable standard of care. Upon CAM’s request, Seller shall promptly return all documents and other materials received from CAM. The return of Confidential Information shall not release Seller from any of its obligations under this Section. If Seller fails to keep such Confidential Information confidential or uses such Confidential Information in violation of the provisions of this Section, Seller acknowledges and agrees that CAM will be irreparably harmed, will not have an adequate remedy at law, and will be entitled to injunctive relief to prevent Seller from using or disclosing such Confidential Information. This Section does not apply to information that is: (a) in the public domain through no fault of Seller; (b) known to Seller at the time of disclosure; (c) rightfully obtained by Seller on a non-confidential basis from a third party; or (d) disclosed pursuant to any judicial or governmental requirement



or order, provided that Seller takes reasonable steps to give CAM sufficient prior notice in order to contest such requirement or order.

25. Force Majeure. No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term hereunder (except for any obligations to make payments to the other party hereunder), when and to the extent such party's (the "**Impacted Party**") failure or delay is caused by or results from the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, epidemic, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns or other industrial disturbances (except if limited to the Impacted Party); and (h) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within three (3) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of fifteen (15) days following written notice given by it under this Section, the other party may thereafter terminate this Agreement upon three (3) days' written notice.

26. Mutual Non-Solicitation. Neither party shall solicit (either directly or indirectly) employees of the other party directly involved in the performance of the Purchase Order during the term of the Purchase Order and for a period of one (1) year thereafter, except as the parties may agree in writing on a case-by-case basis. The foregoing does not affect the rights of either party's employees to apply for a position within the other party's organization.

27. Assignment. Seller shall not assign, transfer, delegate, or subcontract any of its rights or obligations hereunder without the prior written consent of CAM. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve Seller of any of its obligations hereunder. CAM may transfer and assign this Agreement, in whole or in part, at any time without the consent of Seller.

28. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained herein shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the parties. Neither party shall have authority to contract for or bind the other party in any manner whatsoever, and, except as expressly set forth herein, neither party assumes any liability for the other party. Each party shall at all times during the performance hereof be responsible for the payment of wages and benefits to (including but not limited to holidays, absence and pension), and as applicable, tax withholding from its own employees. Without limiting the generality of the foregoing, the employees and subcontractors engaged by Seller for the performance hereof shall be the direct employees and subcontractors of Seller, and Seller shall remain solely responsible for all matters related to compliance with relevant employment laws.

29. Publicity. It is CAM's policy not to publicly endorse other organizations through press releases or marketing materials. Seller acknowledges and agrees that Seller shall not, without CAM's prior written approval (a) advertise or publish the fact that CAM has contracted with Seller, (b) use CAM's name or logo in any advertisement, publication, articles, brochure or website, videos, social media, presentations or other marketing material, (c) make any press releases, either directly or indirectly, that are endorsements or create marketing collateral involving CAM; or (d) quote any CAM employee in any press release.

30. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.



31. Governing Law. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Texas. The Convention for the International Sales of Goods shall not apply to this Agreement.

32. Submission to Jurisdiction. In the event of any litigation between the parties arising out of or relating to this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Harris County, Texas, and each party irrevocably consents to the exclusive jurisdiction and venue of such courts. Furthermore, each party specifically agrees to waive any and all rights to request that an action be transferred to another court for adjudication.

33. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a “**Notice**”) shall be in writing and addressed to the parties at the addresses set forth in the Purchase Order or to such other address that may be designated by the receiving party in writing. All Notices must be delivered by (a) personal delivery, nationally recognized overnight courier, or certified or registered mail (in each case, return receipt requested, postage prepaid); or (b) electronic mail with read receipt or comparable electronic proof of receipt, with a confirmation copy delivered by another method permitted under this paragraph. Except as otherwise provided herein, a Notice is effective upon receipt by the receiving party only if the party giving the notice has complied with the requirements hereof.

34. Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other governmental authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such a determination, the parties shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

35. Survival. The provisions of these Terms which by their nature are intended to survive the expiration, cancellation, or termination of the Purchase Order (including, without limitation, records retention, warranty, indemnification, intellectual property, non-solicitation, confidentiality, and survival provisions) shall remain in full force and effect after said expiration, cancellation, or termination.

36. Amendment and Modification. These Terms may only be amended or modified by a written instrument signed by an authorized representative of each party.

37. Special Provisions for Louisiana. Notwithstanding the parties’ selection of the governing law in Section 31, in all cases where Seller’s employees (defined to include Seller’s direct, borrowed, special or statutory employees) are performing work in or offshore the State of Louisiana or are otherwise covered by the Louisiana Workers’ Compensation Act, La. R.S. 23:1021, et seq., CAM and Seller agree that all services performed by Seller and its employees hereunder are an integral part of and are essential to the ability of CAM to generate CAM’s goods, products and services for the purpose of La. R.S. 23:1061(A)(1). Furthermore, CAM and Seller agree that CAM is the principal or statutory employer of Seller’s employees for purposes of La. R.S. 23:1061(A)(3) and that CAM shall be entitled to the protection afforded a statutory employer under Louisiana law. Irrespective of CAM’s status as the statutory employer or special employer (as defined in La. R.S. 23:1031(C)) of Seller’s employees, Seller shall remain primarily responsible for the payment of Louisiana Workers’ Compensation and medical benefits to its employees and shall not be entitled to seek contribution for any such payments from CAM. Seller further agrees that it will indemnify CAM for any such payments.