



**SYNQOR, INC.  
TERMS AND CONDITIONS OF PURCHASE**

**1. TERMS OF AGREEMENT**

- 1.1 SynQor's purchase order, together with these terms and conditions, and any Statements of Work, attachments and exhibits, specifications, drawings, notes, instructions, and other information, whether physically attached or incorporated by reference constitutes the entire and exclusive agreement between SynQor and the Supplier identified in the Purchase Order.
- 1.2 This Purchase Order in its entirety constitutes an offer which may be revoked at any time prior to acceptance. This Purchase Order rejects any additional terms proposed retroactively or proactively by the other Party. Acceptance of this offer is expressly limited to acceptance of the terms stated herein.
- 1.3 SynQor's submission of the Purchase Order is conditioned on Supplier's agreement that any terms different from or in addition to the terms of the Purchase Order, whether communicated orally or contained in any purchase order confirmation, invoice, acknowledgement, release, acceptance or other written correspondence, irrespective of the timing, shall not form a part of the Purchase Order, even if Supplier purports to condition its acceptance of the Purchase Order on SynQor's agreement to such different or additional terms. Supplier's electronic acceptance, acknowledgement of this Purchase Order in any capacity, or commencement of performance constitutes Supplier's acceptance of these terms and conditions.
- 1.4 The descriptive headings used in this Purchase Order are for the convenience of reference only and shall in no way define, limit, or describe the scope or intent of this Purchase Order.
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**2. DEFINITIONS**



- 2.1 “Delivery Date” means the date or dates specified in the Purchase Order by which the Supplier is required to deliver the Work.
- 2.2 “Intellectual Property Rights” means any and all tangible and intangible: (i) copyrights and other rights associated with works of authorship throughout the world, including but not limited to copyrights, neighboring rights, moral rights, and mask works, and all derivative works thereof; (ii) trademark and trade name rights and similar rights; (iii) trade secret rights; (iv) patents, designs, algorithms, utility models, and other industrial property rights, and all improvements thereto; (v) all other intellectual and industrial property rights (of every kind and nature throughout the world and however designated) whether arising by operation of law, contract, license, or otherwise; and (vi) all registrations, applications, renewals, extensions, continuations, divisions, or reissues thereof now or hereafter in force (including any rights in any of the foregoing).
- 2.3 “Party/Parties” means SynQor and Supplier individually/collectively
- 2.4 “Purchase Order” means the SynQor issued order for the procurement of Work, together with these terms and conditions, and any Statements of Work, attachments and exhibits, specifications, drawings, notes, instructions, PCN/EOL process agreement and other information, whether physically attached or incorporated by reference.
- 2.5 “Products” means the tangible goods, supplies, software licenses, data, materials, articles, items, parts, components, or assemblies specified in the Purchase Order to be delivered on or before the Delivery Date.
- 2.6 “Services” - ” means Supplier’s labor, time, or effort, including any items, articles, data, or similar materials which are incidental to the performance, specified in the Purchase Order to be performed on or before the delivery date.
- 2.7 “Statement of Work” or “SOW” means the document specifying, without limitation, the scope, objective, and time frame of the Work that Supplier will perform for SynQor pursuant to this Purchase Order.
- 2.8 “Supplier” means the Party with whom SynQor is contracting and whom is named on this Purchase Order.
- 2.9 “SynQor” means SynQor, Inc. as identified on the Purchase Order.
- 2.10 “Work” means the, Products and Services specified in this Purchase Order.

### **3. DELIVERY AND PACKAGING**



- 3.1 Supplier will comply with SynQor's routing and shipping instructions contained in the Purchase Order.
- 3.2 Time is of the essence in Supplier's performance of its obligations under this Purchase Order. Supplier will immediately notify SynQor if Supplier's timely performance under this Purchase Order is delayed or is likely to be delayed, providing the reason and estimated length of the delay. SynQor's acceptance of Supplier's notice of delay does not constitute SynQor's waiver of any of Supplier's obligations.
- 3.3 If Supplier delivers Work after the Delivery Date, SynQor may reject same and hold Supplier accountable for all damages resulting from the delay.
- 3.4 SynQor will hold any Work rejected under this Purchase Order at Supplier's risk and expense, including storage charges, while awaiting Supplier's return shipping instructions. Supplier will bear all return shipping charges, including without limitation, insurance charges SynQor incurs on Supplier's behalf. SynQor may, in its sole discretion, destroy or sell at a public or private sale any Work for which SynQor does not receive return shipping instructions within a reasonable time.
- 3.5 Supplier will preserve, pack, package and handle the Products so as to protect them from loss or damage and in accordance with best commercial practices for shipment in a manner to comply with carrier regulations and to prevent damage during handling in the absence of any specifications SynQor may provide. Without limiting the foregoing, Supplier shall observe the requirements of any local, state, and federal laws and regulations relating to hazardous materials, including, without limitation, with respect to its accompanying information, packing, labeling, reporting, carriage and disposal.
- 3.6 Supplier will include with each delivery of Products a packing list identifying the Purchase Order number, the SynQor part number for each of the Products (if applicable), a description and the quantity of each of the Products, and the date of shipment.
- 3.7 Unless SynQor expressly instructs otherwise, Supplier will deliver all Products to SynQor's location set forth in the Purchase Order. Supplier assumes responsibility for all shipping and delivery charges including, without limitation, customs, duties, costs, taxes, and insurance. Risk of loss and title for the Products does not pass to SynQor until they have been received and accepted by SynQor in accordance with the terms of the Purchase Order.

#### **4. PRICE AND PAYMENT**



- 4.1 Unless otherwise specified in this Purchase Order, the price for the Work includes all taxes and other charges such as shipping and delivery charges, duties, customs, tariffs, imposts, and government-imposed surcharges. Supplier will, at SynQor's request, itemize all such taxes and other charges, in its invoices. Supplier shall use its best efforts to assist SynQor in all legal efforts to minimize the taxes resulting from the performance of this Purchase Order.
- 4.2 SynQor will pay Supplier the price of the Work in accordance with the payment terms set forth in the Purchase Order following the later of: (i) the Delivery Date; (ii) the date of SynQor's acceptance of all of the Work; or (iii) SynQor's receipt of a properly prepared invoice. A properly prepared invoice must include the Purchase Order number and, if required in the Purchase Order, Supplier's certification of conformance of the Work to the requirements. Payment will be made in U.S. Dollars. SynQor may, at any time, set-off any amounts Supplier owes SynQor against any amounts SynQor owes to Supplier.

## **5. OWNERSHIP AND LICENSE**

- 5.1 SynQor shall be the sole and exclusive owner of all Work. Supplier irrevocably assigns and transfers to SynQor all of its worldwide right and title to, and interest in, the Work, including all associated Intellectual Property Rights to the extent necessary for SynQor to exercise its rights in the Work as reasonably contemplated by the Purchase Order. Such rights include, without limitation the right to use, import, copy, execute, reproduce, display, perform, transfer, and distribute copies of and modify (including creating improvements and derivative works based on) the Work.

## **6. INSPECTION AND ACCEPTANCE**

- 6.1 SynQor and its customers may inspect all Work covered by this Purchase Order at all reasonable times and places. No payment, prior test, inspection, passage of title, any failure or delay in performing any of the foregoing, or failure to discover any defect or other nonconformance shall relieve Supplier from responsibility for defects or other failures to meet the requirements of, or any obligations under this Purchase Order or impair any rights or remedies of SynQor, including revocation of acceptance.
- 6.2 SynQor may reject any or all of the Work that does not conform to the requirements of this Purchase Order. At SynQor's option, SynQor may (i) return the non-conforming Work to Supplier for a refund or credit; (ii) require Supplier to replace the non-conforming Work; or (iii) repair the non-conforming Work at Supplier's cost so that it meets the requirements.
- 6.3 As an alternative to (i) through (iii), SynQor may accept the non-conforming Work



conditioned on Supplier providing a refund or credit in an amount SynQor reasonably determines to represent the diminished value of the non-conforming Work. SynQor's use of a portion of the Work for the purpose of testing shall not constitute an acceptance of the Work. SynQor's payment to Supplier for Work prior to SynQor's rejection of such Work as non-conforming will not be deemed to be acceptance by SynQor.

## **7. RIGHT OF ENTRY AND ACCESS**

7.1 SynQor representatives, SynQor's customers, and Government regulatory agencies shall have right of access to (a) enter applicable areas of all Supplier facilities, at any level of the supply chain, involved in the Work, (b) review all applicable records and documentation in relation to the Work, and (c) conduct preliminary inspections and tests of the Work, including but not limited to Work in progress.

## **8. CHANGES**

8.1 At any time before shipment of the Products or completion of performance of the Services, SynQor, by written notice, may make changes to the Purchase Order or SOW, including, without limitation, changes to (i) quantity, (ii) Products or to be shipped or Services to be performed; (iii) specifications, drawings, designs, blueprints, schematics, layouts, data, models and instructions; (iv) method of packaging, packing, or shipment and (v) place and time of delivery or performance.

8.2 Supplier shall, within ten (10) days of receiving a notice of such change, submit a request for equitable adjustment specifying the adjustment in the price or time for performance resulting from the change.

8.3 The parties shall negotiate an amendment to the Purchase Order to incorporate the change providing for an equitable adjustment to the price, time for performance, or both, modifying this Purchase Order accordingly.

8.4 Supplier will proceed with the changed Work as directed, notwithstanding that the parties have not negotiated the amendment to the Purchase Order or the applicable SOW to incorporate the equitable adjustment.

8.5 Buyer's engineering, technical personnel and other representatives may from time to time render assistance or give technical advice or discuss issues or engage in an exchange of information with Seller's personnel concerning the Products or Services hereunder. No such action shall be deemed to be a change, nor shall it be the basis for an equitable adjustment, and no such action shall relieve Seller of its obligations under this Order



- 8.6 During performance of the Work, Supplier shall not make any changes in the design or manufacturing of Products to be furnished or Services to be provided by Supplier. Products or Services that have changed shall be considered nonconforming Work under the Purchase Order.

## **9. FIRST ARTICLE**

- 9.1 Supplier shall include a ballooned first article inspection report or equivalent for any Product that has been designed by SynQor and which is either being produced by the Supplier for the first time or has undergone a revision affecting form, fit or function. Such report shall be included with the initial shipment of any such material, and Supplier shall identify such material as a "First Article" on the packing slip of the same initial shipment.

## **10. REPRESENTATIONS AND WARRANTIES**

- 10.1 Supplier will provide SynQor with its standard warranty covering the Work. In addition, Supplier represents and warrants that (i) all Products and will be new, of merchantable quality, shall be free of defects in materials, workmanship, manufacture and design, and conform to all requirements of this Purchase Order (ii) Supplier has the full power to enter into this Purchase Order and to perform its obligations under this Purchase Order; (iii) the Work, and SynQor's use of the Work, do not and will not infringe upon any third party's Intellectual Property Rights, right of publicity or privacy, or any other proprietary rights, whether contractual, statutory or common law; (iv) Supplier will not disclose to SynQor, bring onto SynQor's premises, or induce SynQor to use any confidential or proprietary information that belongs to anyone other than SynQor or Supplier which is not covered by a non-disclosure agreement between SynQor and Supplier; (v) Supplier's Work conforms to SynQor's specifications, Supplier's quotation or proposal, and Supplier's brochures or catalogs, and if none of the foregoing is applicable, then such Work is suitable for the intended use; (vi) no Products contain or include components (a) containing polychlorinated biphenyls, (b) manufactured using a cadmium plating process or contain a chemical substance or mixture that is or becomes subject to a reporting requirement under Section 8(e) of the Toxic Substances Control Act, 15 U.S.C. Section 2607(e), as in effect at time of shipment, or (c) that constitute or contain "conflict minerals" as defined in Rule 13p-1 under the Securities Exchange Act of 1934, as amended; and (vii) all termination finishes for both components and components in completed subassemblies furnished under the Purchase Order shall meet the solderability requirements of ANSI/J- STD-002 or EIA JESD22-B102, and shall not include any of the following: (a) Pure Tin (Sn) without the application of Tin Whisker Mitigation processing verified to meet the requirements of JESD22A121 (Test Method for Measuring Whisker Growth on Tin and Tin Alloy



Surface Finishes) and JESD201 (Environmental Acceptance Requirements for Tin Whisker Susceptibility of Tin and Tin Alloy Surface Finishes), or (b) Gold greater than 0.4  $\mu\text{m}$  [15.7 microinches] thick on a surface mount part, or Gold greater than 2.5  $\mu\text{m}$  [98.4 microinches] thick on a thru-hole part; (viii) all Products provided to SynQor conform to the requirements of the European Parliament and Council Directive on the Restriction of the Use of Certain Hazardous Substances (a.k.a. "RoHS") in Electrical and Electronic Equipment (2011/65/EU Annex II) and European Parliament and Council Directive on the Restriction of the Use of Certain Hazardous Substances in Electrical and Electronic Equipment Commission Delegated Directive (EU) 2015/863 or their most recent updates; and (ix) no Products contain Substances of Very High Concern (SVHC) as listed by the European Chemicals Agency (ECHA) under the provisions of Regulation (EC) No. 1907/2006 of the European Parliament and of the council concerning the Registration, Evaluation, Authorization, and Restriction of Chemicals (REACH) per the ECHA most current update.-

**10.2** All of the foregoing warranties shall survive any inspection, delivery, furnishing, acceptance of and payment for any of the Work and any termination hereof and shall expressly run to SynQor, its successors, assigns, and customers. Nothing herein shall operate to limit or exclude Supplier's warranties implied by law. No modification or exclusion of any warranties, express or implied, shall be effective unless agreed to by SynQor in a separate written instrument executed solely for that purpose.

## **11. COUNTERFEIT PARTS PROVISIONS**

11.1 Supplier represents and warrants that (a) it has developed policies, processes and/or procedures that meet or are consistent with Aerospace Standard AS5553 and are adequate to assure that no Product, or part or component thereof, or material contained in such Product, shall be counterfeit, and (b) in fact, no Product, or part or component thereof, or material contained in such Product supplied hereunder shall be counterfeit. For purposes of this section, "counterfeit" means an unlawful or unauthorized imitation, reproduction, substitution, or alterations of a genuine Item, or part or component thereof, or material contained in such item, which is falsely labeled or otherwise misrepresented to be genuine. Upon SynQor's request, Supplier shall provide SynQor with documentation explaining its policies, processes and procedures to assure that it does not supply SynQor any counterfeit Item(s) hereunder. Supplier shall only provide Products or components thereof to SynQor directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distributor. Supplier shall provide authenticity and traceability records to SynQor upon request. Supplier shall immediately notify SynQor if Supplier cannot provide parts, components, and/or assemblies traceable to the original component manufacturer or the original equipment manufacturer. Upon receipt of such



notification, SynQor reserves the right to terminate this Purchase Order at no cost to SynQor or require specific material validation test and inspection protocol requirements to Supplier. SUPPLIER WARRANTS THAT PRODUCTS OR COMPONENTS THEREOF SUPPLIED BY SUPPLIER ARE NEW UNLESS SPECIFICALLY APPROVED BY SYNQOR IN WRITING. PRODUCTS SHALL NOT BE SURPLUS, RECONDITIONED, REFURBISHED, RECOVERED OR REMANUFACTURED UNLESS APPROVED BY SYNQOR IN WRITING . Supplier shall flow down the requirements of this section, including this sentence, to all entities from which it procures parts, components and material that will or could be included in Work to SynQor.

## **12. ASSIGNMENT AND SUBCONTRACTING**

- 12.1 Supplier may not assign any of its rights or delegate any of its obligations under the Purchase Order without SynQor's prior written consent. SynQor may, at its option, void any attempted assignment or delegation undertaken without SynQor's prior written consent.
- 12.2 Supplier may not subcontract any of its rights or obligations under the Purchase Order without SynQor's prior written consent. If SynQor consents to the use of a subcontractor, Supplier will: (i) guarantee and will remain liable for the performance of all subcontracted obligations; (ii) indemnify SynQor for all damages and costs of any kind incurred by SynQor or any third party and caused by the acts and omissions of Supplier's subcontractors' and (iii) make all payments to its subcontractors.

## **13. TERM AND TERMINATION**

- 13.1 SynQor reserves the right to terminate this Purchase Order, any SOW, or both at any time, for no reason or for any reason, upon written notice to Supplier. Upon receipt of notice of such termination, Supplier shall immediately stop all work hereunder, Supplier will inform SynQor of the extent to which it has completed performance as of the date of the notice, and Supplier will collect and deliver to SynQor whatever Work then exists. SynQor will pay Supplier for all Work performed and accepted through the effective date of the termination, provided that SynQor will not be obligated to pay any more than the payment that would have become due had Supplier completed and SynQor had accepted the Work. SynQor will have no further payment obligation in connection with any termination.
- 13.2 SynQor may terminate the Purchase Order, any SOW or both, immediately by delivering written notice to Supplier upon the occurrence of any of the following events: (i) a receiver is appointed for Supplier or its property; (ii) Supplier makes a general assignment for the benefit of its creditors; (iii) Supplier commences, or has commenced



against it, proceedings under any bankruptcy, insolvency or debtor's relief law, if such proceedings are not dismissed within sixty (60) days; or (iv) Supplier is liquidating, dissolving, or ceasing to do business in the ordinary course. SynQor shall have no further payment obligation to Supplier under any terminated SOW if SynQor terminates the SOW under this Section.

13.3 SynQor may terminate this Purchase Order, any SOW or both, immediately by delivering written notice to Supplier for any material breach not cured within ten (10) days of receipt of notice of the breach. SynQor shall have no further payment obligation to Supplier under any terminated SOW if SynQor terminates the SOW under this Section.

13.4 Any obligations or duties that by their nature extend beyond the expiration or termination of the Purchase Order shall survive the expiration or termination of the Purchase Order.

#### **14. CONFIDENTIAL INFORMATION AND PUBLICITY**

14.1 If SynQor and Supplier have entered into a non-disclosure agreement that covers disclosure of confidential information under the Purchase Order, and if the term of the non-disclosure agreement expires before the expiration or termination of the Purchase Order, then the term of the non-disclosure agreement shall be automatically extended to match the term of the Purchase Order.

14.2 Supplier shall treat as confidential all information, specifications, drawings, schematics, layouts, samples and data supplied by SynQor as well as the terms, conditions, and existence of the Purchase Order.

14.3 Supplier shall obtain SynQor's written consent prior to any publication, presentation, public announcement, or press release concerning its relationship as a supplier to SynQor.

#### **15. INDEMNIFICATION**

15.1 As used in this Section, a "Claim" is any claim, suit, demand, loss, damage, liability, cause of action, cost or expense (including but not limited to professional fees and costs, attorney's fees, court costs, expenses of litigation and/or settlement) for which one Party (the "Indemnifying Party") may be obligated to defend, indemnify and hold the other Party (the "Indemnified Party") harmless.

15.2 Supplier shall defend, indemnify and hold SynQor harmless from and against any and all Claims, arising wholly or partially out of or in connection, with (i) Supplier's



performance hereunder, including any act or omission of Supplier (including its subcontractors) in the performance of the Work; (ii) any defect or alleged defect in the Work, (iii) any infringement or alleged infringement of a third party's Intellectual Property Rights or any other rights; (iv) SynQor's use or inability to use the Work or (v) breach of any representation or warranty by Supplier.

15.3 If a third party enjoins or interferes with SynQor's use of any Work, then in addition to Supplier's obligations under this Section, Supplier will use its best efforts to (i) obtain any licenses necessary to permit SynQor to continue to use the Work; (ii) replace or modify the Work as necessary to permit SynQor to continue to use of the Work; or if (i) and (ii) are not commercially reasonable, then (iii) promptly refund to SynQor the amount paid for any Work for which a third party enjoins or interferes with SynQor's use of the Work.

15.4 Nothing in this Section shall limit any of SynQor's other remedies at law or in equity.

## **16. INSURANCE**

16.1 Without limiting Supplier's duty to hold harmless and indemnify hereunder, Supplier will secure and maintain insurance providing coverage for liabilities to third parties for bodily injury (personal injury) and damage to property in amounts sufficient to protect SynQor in the event of such injury or damage. Supplier further will maintain such additional types and limits of insurance as is customary for a company of similar size and similar operations to Supplier in the jurisdiction or jurisdictions in which Supplier's operations take place. Supplier will provide insurance information to SynQor upon request.

## **17. COMPLIANCE WITH LAWS**

17.1 Supplier represents and warrants that it will comply with all applicable national, federal, state, provincial, and local laws, ordinances, rules, and regulations pertaining to its performance of its obligations under this Purchase Order. In particular and without limitation, Supplier certifies that it shall at all times comply with the International Traffic in Arms Regulations ("ITAR"), the Export Administration Regulations ("EAR") and other applicable U.S. export control laws and regulations (collectively, "Export Control Laws"). Supplier agrees to control the disclosure of and access to technical data and information and other similar items received from SynQor. Supplier additionally agrees that no defense article, technical data or information, or controlled technology provided by SynQor shall be provided or disclosed to any foreign person except with the express written consent of SynQor and compliance with applicable Export Control Laws.



## 18. RECORDS; ACCESS

18.1 Supplier shall maintain complete and accurate records in accordance with generally accepted accounting principles and good commercial practices and shall retain such records for at least ten (10) years from SynQor's delivery of payment under the Purchase Order. Supplier may disposition such records after such ten (10) year period in accordance with good commercial practice. SynQor shall have access to such records upon reasonable notice to Supplier. Upon delivery of reasonable notice, representatives of SynQor may inspect Supplier's facilities relating to the Work.

## 19. FLOWDOWNS

The Federal Acquisition Regulation ("FAR") and the Department of Defense Supplement to the FAR ("DFARS") clauses referenced below are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable, including any notes following the clause citation, during the performance of the Work. The Contract Disputes Act of 1978, as amended, shall have no application to Purchase Orders.

For purposes of applying the following clauses, unless the context requires otherwise, substitute "SynQor" for "Government" or "United States", and "SynQor purchasing representative" for "Contracting Officer", "Administrative Contracting Officer" and/or "ACO". Communications and notifications required under the FAR and DFARS should be made to the SynQor purchasing representative rather than the Contracting Officer.

### 19.1 FAR REQUIRED FLOWDOWNS

Clause Number	Clause Title
52.203-06	Restriction on Subcontractor Sales to the Government
52.203-07	Anti-Kickback Procedures
52.203-12	Limitation on Payments to Influence Certain Federal Transactions
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment



52.225-13	Restrictions on Certain Foreign Purchases
52.227-01	Authorization and Consent
52.227-02	Notice and Assistance Regarding Patent and Copyright Infringement
52.232-40	Providing Accelerated Payments to Small Business Subcontractors
52.234-01	Industrial Resources Developed Under Title III, Defense Production
52.236-13	Accident Prevention
52.244-06	Subcontracts for Commercial Items

## 19.2 DFARS REQUIRED FLOWDOWNS

Clause Number	Clause Title
252.203-7002	Requirements to Inform Employees of Whistleblower Rights
252.204-7000	Disclosure of Information
252.204-7012	Safeguarding Covered Defense Information And Cyber Incident Reporting
252.204-7014	Limitations on the Use or Disclosure of Information by Litigation Support Contractors
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services
252.204-7020	NIST SP 800–171 DoD Assessment Requirements
252.204-7021	Cybersecurity Maturity Model Certification Requirements
252.223-7008	Prohibition of Hexavalent Chromium
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals
252.225-7048	Export-Controlled Items
252.226-7001	Utilization Of Indian Organizations, Indian-Owned Economic Enterprises And Native Hawaiian Small Business Concerns
252.229-7011	“Reporting of Foreign Taxes-U.S. Assistance Programs” (Applies to Orders for commodities that exceed \$500)



252.244-7000	Subcontracts for Commercial Items
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System
252.246-7008	Sources of Electronic Parts

### 19.3 REQUIRED CERTIFICATIONS/DECLARATIONS

(i) Supplier hereby certifies that it has not and will not use appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the award of this contract or the extension, continuation, renewal, amendment, or modification of this contract. Seller has not made a lobbying contact as defined in the Lobbying Disclosure Act of 1995 with respect to the Purchase Order.

(ii) Upon request, Supplier will deliver (a) a certified list of the countries of origin of all materials utilized in fulfillment of the Purchase Order, and (b) a copy of its ORCA registration or the equivalent.

(iii) From time to time, SynQor receives rated orders under the U.S. Defense Priorities and Allocations System regulations (15 CFR 700), known as DPAS. The following legend is applicable to any Purchase Order that SynQor indicates is subject to DPAS:

*“This is a rated order certified for national defense use, and you are required to follow all the provisions of the Defense Priorities and Allocations System regulation (15 CFR Part 700).”*

(iv) Supplier hereby certifies that it has implemented a quality management system in accordance with one or more of ISO-9001, AS9100 or AS9120, and that it has provided SynQor with a copy of its current certification with respect to such compliance.

## 20. GOVERNING LAW/REMEDIES

20.1 The Purchase Order will be construed in accordance with, and all disputes will be governed by, the laws of the Commonwealth of Massachusetts, without regard to its conflict of laws rules. The parties specifically waive application of the UN Convention on Contracts for the International Sale of Goods. Supplier irrevocably consents to the personal jurisdiction of the state and federal courts in and for Middlesex County, Massachusetts, and irrevocably waives any claim it may have that any proceedings brought in such courts have been brought in an inconvenient forum.

20.2 All of SynQor’s remedies for breach of any obligation of Supplier shall be cumulative



and not alternative, continuing and not exhausted by any one or more uses thereof, and exercisable at any time or from time to time, and in addition to all other rights and remedies available at law or in equity, and the election by SynQor to exercise any right or remedy may be changed, and any option of SynQor may be exercised or changed, at any time or from time to time. A waiver of SynQor of any of the terms or conditions of the Purchase Order shall not be deemed to be a continuing waiver but shall apply solely to the instance to which the waiver is directed.

20.3 Any action by supplier for breach of this contract must be commenced and SynQor must be served within one (1) year of the date of the alleged breach.

## **21. GENERAL**

21.1 Any notice to be given under the Purchase Order will be in writing and addressed to the Party at the address stated on the front of the Purchase Order. Notices will be deemed given and effective (i) if personally delivered, upon delivery, (ii) if sent by a delivery service with tracking capabilities, upon receipt; (iii) if sent by fax or electronic mail, at such time as the Party which sent the notice receives confirmation of receipt by the applicable method of transmittal; or (iv) if sent by certified or registered mail, within five days of deposit in the mail.

21.2 If any court of competent jurisdiction holds that any provision of the Purchase Order is illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining provisions of the Purchase Order will not be affected or impaired, and all remaining terms of this Purchase Order remain in full force and effect, provided that this provision shall not be applied to defeat the intent of the parties.

21.3 A Party's election not to insist on strict performance of any requirement of the Purchase Order will not operate or be construed to waive any future omission or breach, or any other provision of the Purchase Order.

21.4 The provisions of the Purchase Order shall be flowed down by the Supplier to its suppliers to the extent these provisions are applicable or as specifically provided in the Purchase Order.