



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 (collectively the "Purchase Order"), constitutes the entire and exclusive agreement between the SynQor company ("SynQor") and the supplier (the "Supplier") identified in the Purchase Order. 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, or commencement of performance constitutes Supplier's acceptance of these terms and conditions. The Purchase Order may be revoked at any time prior to acceptance.

1.2 Notwithstanding the foregoing, if SynQor and Supplier have previously entered into a signed agreement covering procurement of the Products or Work described in the Purchase Order, or any aspect thereof (such as payment terms), the terms of such agreement shall prevail over any inconsistent terms herein.

2. DEFINITIONS

2.1 "Change" means a change SynQor directs to the terms of the Purchase Order, the applicable SOW or both.

2.2 "Deliverables" means the deliverables specified in the Purchase Order (and any Statement of Work) to be delivered on or before the Delivery Date.



2.3 “Delivery Date” means the date or dates specified in the Purchase Order by which the Supplier is required to deliver the Work.

2.4 “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).

2.5 “Products” means tangible goods specified in the Purchase Order to be delivered on or before the Delivery Date.

2.6 “Services” means the services that Supplier is to perform for SynQor specified in the Purchase Order.

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 the Purchase Order of which the SOW is a part.

2.8 “Work” means the Deliverables, Products and Services specified in the Purchase Order, including any SOW.

3. DELIVERY

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 the Purchase Order. Supplier will immediately notify SynQor if Supplier’s timely performance under the Purchase Order is delayed or is likely to be delayed. SynQor’s acceptance of Supplier’s notice does not constitute SynQor’s waiver of any of Supplier’s obligations.



3.3 If Supplier delivers Products or Deliverables 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 Products or Deliverables 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 rejected Products or Deliverables for which SynQor does not receive return shipping instructions within a reasonable time.

3.5 Supplier will preserve, pack, package and handle the Products and Deliverables so as to protect them from loss or damage and in accordance with best commercial practices in the absence of any specifications SynQor may provide. Without limiting the foregoing, Supplier shall observe the requirements of any local 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 and Deliverables 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 for the Products and Deliverables does not pass to SynQor until they have been physically delivered in accordance with the terms of the Purchase Order and accepted by SynQor.

4. PRICE AND PAYMENT

4.1 Unless otherwise specified in the 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 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.

4.3 Invoices are due and payable 30 days from the date of acceptance of the Work.

5. OWNERSHIP AND LICENSE

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

6. INSPECTION AND ACCEPTANCE

SynQor may reject any or all of the Work that does not conform to the applicable requirements within 10 business days of Supplier's delivery of the Work. 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 so that it meets the requirements. 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 payment to Supplier for Work prior to SynQor's timely rejection of such Work as non-conforming will not be deemed to be acceptance by SynQor.



7. RIGHT OF ENTRY AND ACCESS

Authorized SynQor Representatives, SynQor's Customers and Government Regulatory Agencies 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 (c) conduct preliminary inspections and tests of the Work, including Work in progress.

8. CHANGES

8.1 At any time before shipment of the Products or Deliverables or commencement or performance of the Services, SynQor, by written order ("Change Order"), may make Changes to the Purchase Order or SOW, including, without limitation, changes to (i) quantity, (ii) Products or Deliverables to be shipped or Services to be performed; (iii) specifications, drawings, 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 10 days of receiving a Change Order, 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 a Change Order providing for an equitable adjustment to the price, time for performance, or both.

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 During performance of the Work, Supplier shall not make any changes in the design or manufacturing of Products or Deliverables to be furnished or Services to be provided by Supplier without advance notification to and written approval of SynQor. Products, Deliverables or Services that have changed without prior notification and consent shall be considered nonconforming Work under the Purchase Order. Any other requirements of SynQor regarding changes to Supplier's processes, products or services will be set forth in a separate PCN/EOL Process Agreement.

9. REPRESENTATIONS AND WARRANTIES



9.1 Supplier will provide SynQor with its standard warranty covering the Work. In addition, Supplier represents and warrants that (i) all Products and Deliverables will be new, of merchantable quality, and free of defects in materials, workmanship, manufacture and design, (ii) Supplier has the full power to enter into the Purchase Order and to perform its obligations under the 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 μm [15.7 microinches] thick on a surface mount part, or Gold greater than 2.5 μm [98.4 microinches] thick on a thru-hole part.

9.2 All of Supplier's 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.

10. COUNTERFEIT PARTS PROVISIONS

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 imitation 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 WARRANTS THAT PRODUCTS 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 to all entities from which it procures parts, components and material.

11. ASSIGNMENT AND SUBCONTRACTING

11.1 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.

11.2 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.



12. TERM AND TERMINATION

12.1 SynQor may terminate this Purchase Order, any SOW, or both at any time, for no reason or for any reason, upon 10 days written notice to Supplier. Upon receipt of notice of such termination, 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.

12.2 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 60 days; or (iv) Supplier is liquidating, dissolving, or ceasing to do business in the ordinary course.

12.3 SynQor may terminate this Purchase Order, any SOW or both, immediately by delivering written notice to the other party for any material breach not cured within 30 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 11.

12.4 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.

13. CONFIDENTIAL INFORMATION AND PUBLICITY

13.1 If SynQor and Supplier have entered into a Non-Disclosure Agreement ("NDA") that covers disclosure of confidential information under the Purchase Order, and if the term of the NDA expires before the expiration or termination of the Purchase Order, then the term of the NDA shall be automatically extended to match the term of the Purchase Order.



13.2 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.

13.3 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.

14. INDEMNIFICATION

14.1 As used in this Section 13, a "Claim" is any claim, demand, loss, damage, liability, cost or expense (including professional fees and costs as incurred) for which one party (the "Indemnifying Party") may be obligated to defend, indemnify and hold the other party (the "Indemnified Party") harmless.

14.2 Supplier shall defend, indemnify and hold SynQor harmless from and against any and all Claims, arising out of or in connection with any (i) 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 of a third party's Intellectual Property Rights or any other rights; (iv) any negligent or willful acts or omissions of Supplier or its subcontractors which result in personal injury (including death) or damage to tangible property, or (v) breach of any representation or warranty by Supplier.

14.3 If a third party enjoins or interferes with SynQor's use of any Work, then in addition to Supplier's obligations under Section 13.2, 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.

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

15. INSURANCE

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.

16. COMPLIANCE WITH LAWS

Supplier represents and warrants that it will comply with all applicable local and national laws 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.

17. RECORDS; ACCESS

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 10 years from SynQor's delivery of payment under the Purchase Order. Supplier may disposition such records after such 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.

18. 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. Unless specifically

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stated to the contrary, if the date or substance of any of the clauses listed below is different than the date or substance of the clause actually appearing in the most recently published version of the FAR or DFARS, the version of such clause in effect on the date of the Purchase Order shall apply. 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.

The Products SynQor purchases pursuant to the Purchase Order are "commercial" products for purposes of the FAR and DFARS, and such regulations shall be interpreted and applied accordingly.

18.1 FAR REQUIRED FLOWDOWNS

- 52.244-6, "SUBCONTRACTS FOR COMMERCIAL ITEMS"
- 52.203-6, "RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT" (WITH ALTERNATE 1)
- 52.203-12, "LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS" (IF ORDER EXCEEDS \$150,000)
- 52.203-13, "CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT"
- 52.203-15, "WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009"
- 52.219-8, "UTILIZATION OF SMALL BUSINESS CONCERNS"
- 52.222-26, "EQUAL OPPORTUNITY"
- 52.222-35, "EQUAL OPPORTUNITY FOR VETERANS"
- 52.222-36, "AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES"
- 52.222-37, "EMPLOYMENT REPORTS VETERANS" (IF ORDER IS \$100,000 OR MORE)
- 52.222-50, "COMBATING TRAFFICKING IN PERSONS"
- 52.225-13, "RESTRICTIONS ON CERTAIN FOREIGN PURCHASES"



52.247-64, "PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS"

18.2 DFARS REQUIRED FLOWDOWNS

252.225-7009: "RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS"

252.227-7013: "RIGHTS IN TECHNICAL DATA—NONCOMMERCIAL ITEMS"

252.227-7015: TECHNICAL DATA—COMMERCIAL ITEMS"

252.227-7037: "VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA"

252.247-7022: "REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA"

252.247-7023: "TRANSPORTATION OF SUPPLIES BY SEA"

252.247-7024: "NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA"

18.3 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.

19. GOVERNING LAW/REMEDIES

19.1 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.

19.2 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.

19.3 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.

20. GENERAL

20.1 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 an overnight 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.

20.2 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.

20.3 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.

20.4 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.