

PURCHASE ORDER TERMS AND CONDITIONS

These Purchase Order Terms and Conditions ("**Terms & Conditions**") apply to purchase orders ("**Purchase Orders**") issued by **Tyco Fire & Security GmbH** and/or any other **Tyco company** (each such Tyco Fire & Security purchaser, a "**Buyer**") to sellers, vendors and suppliers (each and collectively referred to as "**Seller**").

1. **Scope.** These Terms & Conditions govern the purchase of products and services (collectively, "**Products**") pursuant to Purchase Orders issued to Seller by Buyer, subject to any additional terms and conditions appearing on the face of Buyer's Purchase Order. These Terms & Conditions may be amended by mutual agreement of the parties, including email proposal and acceptance by each party's authorized representative.

2. **Purchase Orders.** A Purchase Order shall be deemed accepted by Seller if Seller fails to provide written notice of rejection within forty eight (48) hours of Buyer's issuance of the Purchase Order. Any additional terms on any Seller form are objected to and rejected and shall not be binding on or enforceable against Buyer. If Seller and Buyer have entered into a Master Agreement for the purchase of Products, if any inconsistency exists between this Purchase Order and the Master Agreement, the terms of the Master Agreement shall govern and control. **SELLER, BY FULFILLING BUYER'S PURCHASE ORDER, ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THESE TERMS AND CONDITIONS AND AGREES THAT BUYER'S PURCHASE ORDER WILL BE GOVERNED BY THESE TERMS AND CONDITIONS.**

3. **Software.** If the Products include or incorporate software developed, owned or licensed by Seller ("**Software**"), Seller hereby authorizes Buyer to sell, resell and/or license the Software to Buyer's customers ("**Buyer's Customer(s)**"). Use of the Software by Buyer's Customer(s) shall be subject to Seller's End User License Agreement, if applicable (the "**EULA**"), or, if no such EULA is provided, shall be subject to Buyer's standard end user license agreement terms.

4. **Hardware.** "**Hardware**" shall be defined as hardware and other tangible Products, and may include both hardware and compiled and embedded versions of Software needed for the device to function (such Software being referred to as "**Firmware**"). If Buyer's Customer(s) requests information needed for the manufacture of Hardware, including but not limited to source code for the Firmware and information related to the manufacture of spare parts and any and all other actions necessary to support such Hardware, then Seller agrees to deposit the foregoing into escrow upon terms mutually agreeable to the parties.

5. **Shipping.** Seller shall ship all Products in compliance with applicable export and import control laws and regulations to Buyer in new condition. Seller shall fulfill each Purchase Order in accordance with its terms and the provisions hereof. All Products shall be shipped to Buyer or as specified by Buyer in the applicable Purchase Order. Title and risk of loss shall pass to Buyer at the time the Products are delivered to Buyer's carrier. Seller shall convey to Buyer good title, free and clear of all liens and other security interests. Freight charges shall be billed by Buyer's designated carrier to Buyer's third party carrier account(s) (as designated by Buyer) unless otherwise specified in the Purchase Order. If Seller fails to deliver Products in accordance with the lead-time specified in these Terms & Conditions or the applicable Purchase Order, Seller will be responsible for all premium freight charges and any other associated costs required to supply Product to Buyer as soon as possible.

6. **Product Documentation.** Seller shall enclose with each shipment of Products one (1) complete up-to-date set (in electronic or paper format) of its standard user and technical manuals setting forth pertinent information relating to the operation, installation and maintenance of Products, including all warranties and Product warnings, for each Product shipped ("**Product Documentation**"). Each Product shall conform to the "**Performance Warranty**" (as defined below) and the terms of these Terms & Conditions and applicable Purchase Orders (each, a "**Conforming Product**"). A Product will not be deemed a Conforming Product until Buyer receives the corresponding Product Documentation. Buyer shall have the right to use, reproduce, translate and disclose information contained in the Product Documentation to Buyer's Customer(s) for marketing, installation, maintenance and repair of Products and for such other purposes as Seller may expressly authorize in writing. Seller shall be required to supply Product Documentation in the specific language required by Buyer at no additional cost to Buyer.

7. **Purchase Prices and Payment Terms.**

a. Seller shall sell the Products to Buyer at the purchase prices set forth on the applicable Purchase Order ("**Purchase Price**"). Subject to the Terms & Conditions herein, Buyer will remit payment of the Purchase Price due (less any applicable discounts or offsets) for each Conforming Product within sixty (60) days of the invoice date, or the next scheduled pay run, whichever is later, provided, however that the invoice date shall not be earlier than the date the Products are actually shipped to Buyer. The scheduled pay runs will be in the weeks of the second and last Wednesdays of each calendar month. All invoiced amounts shall be subject to a two percent (2%) early payment discount for all payments remitted by Buyer within fifteen (15) days of Buyer's receipt of such invoice. Buyer shall not waive any payment discount under these Terms & Conditions if, for example (without limitation): (i) Product shipment is delayed beyond the discount period; (ii) Products are

not shipped on the date that the corresponding invoice is sent to Buyer; or (iii) the shipping time exceeds the discount period. Buyer shall have option to pay in local currency as specified in the applicable Purchase Order.

b. Seller represents and warrants to Buyer that the Purchase Price for each Product shall not exceed the lowest purchase price for such Product offered by Seller to any of its other customers purchasing similar Products in similar volumes. If Seller extends a lower price for any Product to any other customer, Seller will notify Buyer thereof within five (5) business days of such offer and shall reduce the Purchase Price to such price effective as of the date of such sale.

c. The Purchase Price for each Product shall be all-inclusive and represents the sole and exclusive consideration to Seller for the Products or otherwise, except for (i) any freight and insurance costs for which Buyer is responsible, and (ii) applicable sales, use and excise taxes on the Products.

8. Cancellation of Purchase Orders. Buyer may cancel any Purchase Order, in whole or in part, without further obligation or liability to Seller, at any time prior to Seller's shipment of the Products by providing Seller notice of such cancellation electronically, by facsimile or by mail.

9. Performance Warranty; Inspection; Acceptance.

a. **Performance Warranty.** Seller hereby warrants to Buyer that for a period not less than twenty-four (24) months following Buyer's acceptance of the Products (the "**Warranty Period**") such Product shall: (i) be fit for its intended purpose; (ii) be free from defects in materials, workmanship, and design; (iii) operate in conformity with the performance, functionality, and other specifications contained in its Product Documentation; and (iv) conform to all specifications, drawings, and descriptions referenced or set forth in the applicable Purchase Order and (v) complies with applicable standards and meets testing requirements of approval agencies, such as Underwriters Laboratories, if applicable (collectively, the "**Performance Warranty**"). The Performance Warranty shall survive the termination and expiration of the Warranty Period with respect to any claim made by Buyer prior to such termination or expiration. Notwithstanding anything contained herein to the contrary, Buyer may, at its option, assign or otherwise transfer the Performance Warranty, in whole or in part, or the rights arising out of such Performance Warranty on any particular Product(s) to any of Buyer's Customer(s); whereupon (A) Buyer's Customer(s) may enforce such Performance Warranty against Seller on, in, and for Buyer's Customer's own behalf, name, and benefit, and (B) Buyer may enforce such Performance Warranty against Seller on, in, and for Buyer's or Buyer's Customer's behalf, name, or benefit.

b. **Warranty Obligations.** During the Warranty Period, Buyer may, at its option, return, or require Seller to repair or replace any Product that fails to conform to its Performance Warranty in any respect whatsoever ("**Defective Product**"). In the case of Product returns, Seller shall grant Buyer a credit or give Buyer a refund equal to the full amount of the Purchase Price originally paid by Buyer for the Product. All return shipments of Defective Products to Seller shall be at Seller's sole cost, risk, and expense. Seller shall bear all shipping cost for warranty returns and all costs and expenses incurred by Buyer to replace a Defective Product with a new Conforming Product, including but not limited to, labor and travel expenses. Buyer has the right to return Products on a per occurrence basis with no minimum quantity required. At the end of the Warranty Period, Seller will make available to Buyer any technical documentation (including schematic diagrams), repair parts and training as may be reasonably necessary for Buyer to maintain and repair the Products.

c. **Excessive Failure Rates; Recalls.** If (i) any of Seller's Product experiences greater than a 2% annual failure rate (as measured by Buyer's quality metrics/systems) within any consecutive ninety (90) day period after Buyer's acceptance of such Product, or (ii) any Product is subject to a mandatory or voluntary recall, Seller shall reimburse Buyer for all reasonable and documented direct service labor costs required to remedy problems at Buyer's Customer(s)'s facility due to said defect(s), including but not limited to, service calls, priority shipping costs and replacement products, provided Buyer provides to Seller (A) reasonable documentation demonstrating that the Products are defective due to failure to comply with Seller's warranty and not due to misuse, abuse, improper installation or other causes not attributable to Seller; and (B) a reasonable opportunity to inspect the Defective Products to confirm compliance with the foregoing terms.

d. **Inspection.** All Products shall be subject to inspection and testing by Buyer prior to acceptance and payment of the Purchase Price therefor. Any Product requiring installation shall not be deemed finally accepted until Buyer establishes that such Product conforms to the Performance Warranty through installation, inspection or use thereof. The Performance Warranty on each Product shall survive any testing, inspection, delivery, payment, and acceptance of any Product by Buyer. No Products shall be deemed finally accepted and the Performance Warranty shall survive any acceptance in case of deceit and fraudulent concealment of defaults. If the Products have a defect that, despite all reasonable due skill, care and diligence, cannot be detected during inspection and testing but becomes apparent only at a later stage, after acceptance (such defect a "**Hidden Defect**"), the Products shall only be deemed finally accepted if Buyer does not reject such defective Products within a reasonable period of time after full identification of the Hidden Defect.

e. **Out of Box Warranty.** Seller will provide warranty advance replacement for Product if the failure occurs within ninety (90) days of Buyer's receipt. Seller will issue a warranty advance replacement number and form to Buyer.

Seller will immediately ship the replacement item at no cost to Buyer. Warranty advance replacements must be returned to Seller within fifteen (15) days of Seller issuing the advance replacement number to Buyer.

f. **Excess and Premature Product.** Buyer shall not be obligated to accept or pay for: (i) any Products in excess of the quantity specified on the Purchase Order ("***Excess Product(s)***"), (ii) Products that have been discontinued while in transit, or (iii) deliveries arriving more than five (5) days in advance of the delivery date specified on the Purchase Order ("***Premature Product(s)***").

g. **Rights and Remedies.** No payment shall be due hereunder for any amount invoiced for any Defective Product, Excess Product, Premature Product, or any Product not received at the delivery location by the delivery date specified on the Purchase Order ("***Undelivered Product(s)***"). Nothing herein shall limit Buyer's right to cancel Purchase Orders for Defective Products and Undelivered Products or Buyer's right to revoke its acceptance of any Defective Product under these Terms & Conditions or applicable law.

10. **Indemnification.** Seller agrees to defend, indemnify and hold Buyer harmless from and against all damages, losses, claims, costs and expenses (including reasonable attorneys' fees) arising out of the following: (a) the acts or omissions of Seller; (b) the Products or any defects therein; (c) any allegation that a Product infringes or misappropriates any patent, copyright, trademark, trade secret or other intellectual property right of a third party; and (d) any violations by Seller of applicable laws or regulations. Buyer shall give Seller prompt notice of any such claims and shall permit Seller to control the defense and settlement of claims, and shall reasonably cooperate with Seller in connection with the defense and settlement of claims. The foregoing indemnification obligations shall not be limited by the amount or existence of insurance maintained or provided by Seller.

11. **Insurance.** Seller shall, at its own expense, obtain and maintain insurance coverages for the duration of the Purchase Order in the following minimum amounts, which coverages may not be changed without 30 days prior written notice to Buyer: (a) insurance coverage as required by law e.g., employer's liability and worker's compensation coverage; (b) insurance covering Seller and its Products such as commercial general liability, product liability, property damage, completed operations, and contractual coverage of not less than Five Million US Dollars each occurrence (bodily injury/property damage), naming Buyer as an additional insured (such limits can be met through the use of primary and/or excess insurance); and (c) automobile liability at One Million US Dollars combined single limit. Upon Buyer's request, Seller shall furnish evidence of such insurance coverage to Buyer in such form as is satisfactory to Buyer. Compliance by Seller with the foregoing insurance requirements shall not affect or limit Seller's obligations to indemnify Buyer under Section 10 above. If Seller is required to maintain a professional license in order to practice his/her profession, Seller will be required to maintain professional liability insurance in the amount of Two Million US Dollars per occurrence/aggregate. Professions this may apply to include architects and engineers. This sample list of professions is representative only and is not meant to be complete.

12. **Terms Applicable to Services (Work) Only.** As used herein, the term "***Work***" is defined as the entire effort described in these Terms & Conditions and any drawings and specifications, including all addenda and alterations made in the documents prior to their execution, the prime contract between Buyer and its customer (including, but not limited to, the drawings, specifications, general conditions, and supplementary conditions (if any) for such prime contract), and any other document specifically incorporated by reference (the "***Contract Documents***"). Seller assumes to Buyer all of the obligations Buyer assumes to Buyer's Customer(s) under the prime contract, Contract Documents, including Work which is reasonably required to produce a finished project, whether or not all details are specifically described or shown in the drawings or specifications.

a. **Plans and Specifications.** If required by Buyer, and prior to the commencement of any Work, Seller shall prepare and submit to Buyer for review complete plans and specifications detailing the Work and materials to be supplied hereunder. Buyer shall review such plans and specifications and make comments in writing. Seller shall obtain any and all necessary governmental approvals of such plans and specifications prior to the commencement of any Work hereunder. Copies of all permits shall be provided to Buyer..

b. **Project Schedule and Delay in Delivery Time.** Seller agrees that all Work shall be performed in strict accordance with the project schedule and all modifications thereto. Seller agrees to furnish Buyer, on demand, all information necessary for Buyer to develop and update the project schedule, including, but not limited to, information relating to purchase orders and delivery schedules for Seller's materials. When the seller is in delay due to the delivery time is not according to the plans or according to the delivery time specified in the purchase order, this entitles to the buyer to liquidated damages from the date on which delivery should have been completed. The liquidated damages shall be payable at a rate of 0.5 per cent of the purchase order value of each completed week of delay. The liquidated damage shall not exceed 10 per cent of the purchase order value

c. **Diligent Prosecution of Work.** It is agreed Seller shall commence and at all times carry on, perform, and complete the Work to the full and complete satisfaction of Buyer. It is specifically understood and agreed that in the event

Buyer shall at any time determine that Seller is not proceeding with diligence and in such a manner as to satisfactorily complete the Work within the project schedule, or if Seller fails to correct, replace, or reexecute faulty or defective Work done or materials as required by Buyer, then Buyer shall have the right after a three (3) calendar day notice confirmed in writing, unless such notice is not practical under the circumstances or the delay would cause harm to the progress of the project, to take over the Work and to complete same at the cost and expense of Seller, without prejudice to Buyer's other rights or remedies for any loss or damage sustained. In such case, Seller shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Purchase Price shall exceed the expense of Buyer in finishing the Work, including compensation for additional managerial, administrative and legal expenses, such excess shall be paid to Seller. If such expense shall exceed such unpaid balance, Seller shall pay the difference to Buyer upon demand by Buyer. The term "**failure of performance**" as used herein includes, but is not limited to, failure to deliver shop drawings, samples, and other data required by Buyer, and failure to begin the Work by the commencement date set forth in the Purchase Order and to diligently prosecute the same to completion and acceptance by Buyer.

- d. **Changes in Scope of Work.** Any time before completion and final acceptance of the Work, Buyer may, by written order, direct Seller to make any additions, deletions, changes, or alterations in the Work, provided however, that no such revisions shall be made, and no payment therefore shall be made, unless the same is directed by Buyer through the issuance of a written change order before the commencement of the changed Work. Should Seller proceed with the Work, which constitutes a change from the scope of Work, without written authorization from Buyer, Seller shall, if requested by Buyer, remove such changed Work and install the Work in accordance with the Contract Documents at Seller's sole cost and expense. Seller shall also be responsible for all costs and damages caused by any delay. No payment shall be due Seller for changed Work until Buyer has received payment for the changed Work from the project owner.
- e. **Subcontractors.** Seller shall be fully responsible and liable for the work of all of its subcontractors. Seller's contracts with its subcontractors shall include the requirement that (1) all warranties provided by the Subcontractor will be assignable to and enforceable by Buyer, and (2) subcontractors shall name Buyer as additional insured on its general liability insurance policies. Nothing contained herein, or in any statute or governmental regulation, shall obligate Buyer to pay or see to the payment of any moneys to any subcontractor, subsubcontractor or material man, or to pay or assure the withholding or payment of any taxes, or other payroll deductions required by law to be withheld from wages of employees of Seller or of any subcontractors or sub-subcontractor. Seller shall, at all times, enforce strict discipline and good order among his employees and shall not employ on the Work any person unfit for or not skilled in the Work assigned to him. Seller shall designate an individual to be its authorized onsite superintendent, which designee must be approved by Buyer, which approval will not be unreasonably withheld. However, the foregoing shall not be construed or be interpreted that Buyer in any way interferes with Seller's right to hire and fire its employees, assign duties to them, fix their working hours, wages or terms and conditions of employment, which right shall be absolute.
- f. **Hazardous Materials.** Should any hazardous materials or conditions be encountered at the job site, Seller shall immediately stop all Work in the vicinity of such hazardous condition or that could disturb such hazardous materials and shall immediately provide written notice to Buyer.
- g. **Environment, Health, and Safety.** Seller will comply with all applicable laws and regulations pertaining to the services provided under this Purchase Order, and specifically those related to worker health and safety. Seller will take all necessary precautions to prevent injury or damage to persons or property during the performance of the work. Seller shall obtain and maintain any required/compulsory insurance covering its workers.
- h. **Status of Seller.** It is expressly understood and agreed to by both parties hereto that Seller is acting as an independent contractor, and nothing herein shall be construed as creating any relationship of employer/employee, partnership, agency, joint venture or otherwise between the parties hereto, nor shall it be construed as creating any relationship between Buyer and Seller's employees. Seller shall have no right or authority to make any contracts or commitments for or on behalf of Buyer, to sign or endorse on behalf of Buyer any contracts, advertisements or instruments of any nature or to enter into any obligation binding upon Buyer.
- i. **Rights in Materials.** Materials originated by or for Seller as a part of the scope of Seller's Work under these Terms & Conditions shall be promptly furnished to Buyer. All such materials shall be the exclusive property of Buyer, and Seller hereby assigns title to all intellectual property, including but not limited to copyrights, patents, designs, trademarks and trade secrets, to Buyer; and such materials shall be held in strict confidence not to be disclosed to any third party by Seller. Seller warrants that all persons performing services hereunder are employees of Seller and the services performed and work product thereof have been prepared by such employees within the scope of their employment while performing their employment activity and contractual duties; in any event, Seller has received from all employees, subcontractors and from all other persons performing services hereunder an assignment of intellectual property rights covering all services performed hereunder.

13. **Confidential Information.** Unless Seller shall first secure Buyer's written consent, Seller shall not use or disclose, directly or indirectly, to any other person, corporation, firm or entity, at any time any Confidential Information (as defined herein) of which Seller becomes or has become aware, whether or not any information is developed by Seller. Seller shall take all appropriate steps to safeguard Confidential Information and protect such information against disclosure, misuse, espionage, loss and theft. Seller acknowledges that his failure to comply with this paragraph may irreparably harm the business of Buyer, and in the event of such failure Buyer may seek immediate injunctive relief in addition to any rights and remedies available to it. As used herein, "***Confidential Information***" shall mean information which is made available to Seller, or is developed by Seller on behalf of Buyer, in connection with the performance of these Terms & Conditions, relating to Buyer or any of its affiliates' business; operations' organization; financial condition; plans; designs; marketing plans; business methods, customers and all similar and related information in whatever form. Confidential Information shall not include any information which is publicly available otherwise than by Seller's breach of his undertakings herein. Upon the termination of the applicable Purchase Order, Seller shall promptly deliver to Buyer all Confidential Information, and, if requested by Buyer, Seller shall provide Buyer with written confirmation that all materials have been returned. These Confidentiality obligations shall survive termination or expiration of this Purchase Order for five (5) years.

14. **Compliance Provisions.**

a. **Compliance with Laws.** Each party shall perform its obligations hereunder in compliance with all applicable laws, regulations, and other legal requirements, including but not limited to laws related to restrictions on the use of certain hazardous substances in electrical and electronic equipment, such as RoHS, WEEE, export and import control laws and regulations, economic sanctions and embargoes, *etc.*

b. **Seller Import Requirements.** Seller represents that it is familiar with applicable governmental import requirements as they relate to the Products and the jurisdictions into which Seller is selling the Products and that Seller shall fully comply with these requirements. Seller further agrees that it will maintain any and all documentation generated in relation to its compliance with the import requirements for a period of five (5) years after the import date of the Products or any component part thereof. Seller shall provide copies of any such documentation to Buyer within seven (7) business days of Buyer's written request for said documentation. Seller agrees to indemnify, defend and hold harmless Buyer from and against any duties, storage or demurrage fees losses, damages, claims, liabilities, judgments, suits, proceedings, costs and expenses, including but not limited to, reasonable attorneys' fees, civil fines and/or other penalties issued against Buyer, alleged to have arisen out of or arising out of Seller's failure to comply with applicable governmental import requirements and/or the requirements of this paragraph. Seller shall promptly and fully notify Buyer if that it receives an inquiry or any other notice from any governmental agency regarding Seller's compliance with any and all import requirements as they relate to the Products or any component part thereof. In addition:

(i) Seller acknowledges and understands Buyer's position of no transactions with Republic of Crimea\autonomous Republic of Crimea, Cuba, Iran, North Korea, Sudan, and Syria ("***Buyer's Position***"), and confirms that Seller will comply with Buyer's Position on all transactions hereunder;

(ii) Seller agrees not to sell, re-export or transfer any products, software, technical data, technical information or services to any other countries except in full compliance with all applicable governmental requirements, including but not limited to applicable US export and re-export legislation, and measures administered by the European Union, or the government agencies of any other countries;

(iii) Any violation by Seller of the applicable laws or regulations, or where Seller breaches Buyer's Position notwithstanding whether or not this is contrary to any aforementioned applicable laws or regulations, shall be deemed a material breach of these Terms & Conditions and sufficient basis for Buyer to terminate the applicable Purchase Order. Compliance with applicable legal requirements and Buyer's Position is a prerequisite of the Terms & Conditions for Seller, to perform its obligations under these Terms & Conditions, and if Seller fails to comply with such legal requirements, then Seller is incapable of meeting its obligations under any Terms & Conditions with Buyer and therefore is in breach of contract.

(iv) Seller shall ensure that it prepares and provides a compliant invoice for each shipment to Buyer for Buyer's use in affecting an import entry declaration with the applicable custom's agency. Seller shall further ensure that the invoice contents accurately and completely reflect the transaction subject to these Terms & Conditions. Such invoices shall be produced entirely in English and shall include the elements set forth in Customs Invoice Instructions, attached hereto as an Exhibit. In addition, the following Country of Origin marking requirements apply to products and/or their shipment packaging, as follows:

A. Marking of the shipping carton(s) is required and shall be accomplished by placing the statement "Made in (insert Country of Origin)" in the same general area as the shipping label(s). The statement must be legible, conspicuous, and written in English alpha characters of at least one centimeter in height.

B. Unless specifically excepted from origin marking, marking of each finished part is required and shall be accomplished by a permanent method with the statement "Made In (insert Country of Origin)". Marking must be conspicuous, legible and indelible.

C. For finished products not capable of being marked, marking shall be applied to unit container(s) for each individual piece in addition to the shipping carton(s), unless an exception is granted in writing by Buyer.

(v) Customs Trade Partnership Against Terrorism (C-TPAT) Program:

A. The U.S. Bureau of Customs and Border Protection has created the Customs Trade Partnership Against Terrorism ("**C-TPAT**") program in which the U.S. Government and business will work to protect the supply chain from the introduction of terrorist contraband (weapons, explosives, biological, nuclear or chemical agents, etc.) in shipments originating from off-shore of the United States to Buyer, drop shipments to its sub-tier suppliers, or drop shipments to Buyer's Customer(s) originating from off-shore of the United States. Seller shall ensure that it has completed the Buyer C-TPAT Foreign Supplier Security Self-Assessment Questionnaire and shall keep such Questionnaire updated. As a C-TPAT member, Buyer conditions its supply chain relationships based on C-TPAT participation and/or adherence to the C-TPAT security guidelines.

B. Seller agrees to ensure the physical integrity and security of all shipments under a Purchase Order against the unauthorized introduction of harmful or dangerous materials, drugs, contraband, or weapons (including weapons of mass destruction), or introduction of unauthorized personnel in transportation conveyances or containers. Seller's security measures must include, but are not limited to, physical security of manufacturing, packing and shipping areas, restrictions on access of unauthorized personnel to such areas; personnel screening to the maximum limits of law or regulations in Seller's or manufacturer's country; and development, implementation and maintenance of procedures to protect the security and integrity of all shipments.

C. Seller acknowledges that shipments made under a Purchase Order must be with certified and validated C-TPAT transportation companies, unless otherwise approved by Buyer, or, in the case of non-U.S. transportation providers, such transportation providers must be participating in a trade security program sponsored by the government of the country of shipment.

D. Seller acknowledges that it has reviewed its supply chain security procedures and by acceptance of a Purchase Order Seller certifies that its security procedures and their implementation are in accordance with the minimum security recommendations at <http://www.cbp.gov/border-security/ports-entry/cargo-security/c-tpat-customs-trade-partnership-against-terrorism/apply/security-criteria>.

E. Upon prior written notification to Seller, Buyer, or its designee, may audit all pertinent books and records of Seller and its subcontractors, and make reasonable inspection of Seller's and its subcontractor's premises, in order to verify compliance with the requirements of this provision.

F. Any delay in delivery due to Seller's failure to comply with this provision shall not relieve Seller of its obligations and shall not constitute a force majeure or give rise to an excusable delay.

c. **No Improper Means of Obtaining Business.** Buyer and Seller intend that no payments or transfers of value shall be made which have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion or kickbacks, or other unlawful or improper means of obtaining business.

d. **No Bribes.** Seller will not, directly or indirectly, pay, offer, authorize or promise any monies or anything of value (including but not limited to gifts, contributions, travel, and/or entertainment) to any person or organization, including any employee of Seller's or Buyer's customers, or any "**Government Official**" (which includes any employee or official of any governmental authority, government owned or controlled entity, public international organization or political party; or any candidate for political office) for the purpose of improperly influencing their acts or decisions. Seller will take appropriate actions to ensure that any person representing or acting under its instruction or control ("**Seller's Agents**") will also comply with this Section.

e. **No Kickbacks.** No part of the payment of any amounts payable under these Terms & Conditions will be distributed to Buyer, its affiliates or customers, or any of its employees or their family members.

f. **No Conflicts.** Except as disclosed in writing to Buyer (in a questionnaire response or otherwise), Seller represents that it does not have any reason to believe that there are any potential conflicts of interest regarding its relationship with Buyer, such as family members who could potentially benefit from the commercial relationship established by these Terms & Conditions; and neither Seller, nor any of Seller's Agents, are or have any family members who are Government Officials in a position to influence Seller's commercial relationship with Buyer.

g. **Accurate Books and Records.** Seller will maintain complete and accurate books and records in accordance with generally accepted accounting principles in Seller's jurisdiction, consistently applied, properly and accurately recording all payments made by Seller or Seller's Agents in performance of these Terms & Conditions, and any commission, compensation, reimbursement, or other payment made by or on behalf of Buyer to Seller or Seller's Agents. Seller will maintain a system of internal accounting controls reasonably designed to ensure that it maintains no off-the-book accounts and that its assets are used only in accordance with its management directives.

h. **Notification.** Seller will notify Buyer promptly if (i) Seller or any of Seller's Agents have reason to believe that a breach of this Section has occurred or is likely to occur; or (ii) if any conflicts of interest arise after the signing of these Terms & Conditions, including if any of Seller's Agents or their family members become a government official or candidate for political office in a position to influence Seller's commercial relationship with Buyer. Seller will send all such notices to Tycopolicy@tyco.com or to such other location as Buyer may designate in writing.

i. **Compliance Certification.** Seller will, when and as may be requested by Buyer from time to time, provide to Buyer a written certification in form and substance satisfactory to Buyer that Seller is in compliance with this Section.

j. **No Payments for Improper Activities.** Buyer will not be required under any circumstances to take any action or make any payments that Buyer believes, in good faith, would cause it or its affiliated companies to be in violation of any Anti-Corruption Laws (Anti-Corruption Laws include, collectively, the United States Foreign Corrupt Practices Act, laws under the OECD Anti-Bribery Convention and local anti-corruption laws). If Buyer at any time believes, in good faith, that a breach of any of the representations and warranties in this Section has occurred or may occur, Buyer may withhold any commission, compensation, reimbursement, or other payment until such time as Buyer has received confirmation to its reasonable satisfaction that no breach has occurred or will occur. Buyer shall not be liable to Seller for any claim, losses, or damages whatsoever related to Buyer's decision to withhold any commission, compensation, reimbursement, or other payment under this provision.

k. **Audit Rights.** If Buyer at any time believes, in good faith, that Seller has breached the warranties, representations or agreements in this Section, then Buyer will have the right to audit Seller's books and records related to these Terms & Conditions in order to verify Seller's compliance with the provisions of this Section. The audit will be performed by individuals selected by Buyer. However, upon request by Seller, Buyer will select in its sole discretion an independent third party to conduct an audit in order to certify to Buyer that no breach has occurred or will occur. Seller will fully cooperate in any audit conducted by or on behalf of Buyer.

l. **Breach.** Any breach of the warranties, representations or agreements in this Section will constitute grounds for immediate cancellation for cause by Buyer and no commission, compensation, reimbursement or other payment will be due to Seller. Seller will indemnify and hold Buyer harmless against any actions, legal claims, demands, proceedings, losses, damages, costs, expenses and other liabilities of whatever nature resulting from Seller's breach of the representations, warranties and agreements contained in this Section.

m. **Antitrust and Fair Competition Compliance.** Buyer is committed as a matter of law and of company policy to strict compliance with the applicable antitrust and fair competition laws and regulations of the countries in which Buyer conducts business. Seller agrees to comply with the legal and regulatory antitrust and fair competition requirements in the jurisdictions and countries it operates.

n. **Data Privacy Consent.** Seller consents to the collection, processing and international transfer of data and information related to the business relationship between it and Buyer, including the transfer of personally identifiable data (for example names, email addresses, telephone numbers) to and between Buyer and its affiliates wherever they may be located, for the purposes of allowing Buyer and its affiliates to evaluate Seller's experience and qualifications and implement any business. Seller has the right to: (a) request access to this data; (b) rectify or cancel any inaccurate or expired data; and (c) object to any processing that does not conform to these purposes in accordance with Tyco's Global Privacy Statement at www.tyco.com/privacy or by writing to Buyer at Tycopolicy@tyco.com or to such other location as Buyer may designate.

15. **Social Responsibility.** Seller acknowledges that it has reviewed its supply chain security procedures and, by acceptance of a Purchase Order, Seller certifies that in the countries in which Seller is doing business (a) Seller has implemented procedures to manage the materials, including all labor-related processes, to ensure that all materials incorporated into the Product comply with laws prohibiting slavery and human trafficking, (b) Seller does not use labor from persons of less than minimum working age, and (c) Seller and all Products shall comply with Tyco's Guide to Supplier Social Responsibility located at http://www.tyco.com/uploads/files/SuppSocResp_Jan-15_Final.pdf.

16. **Specifications.** All specifications, documents and prototype articles delivered by Buyer to Seller are the property of Buyer. They are delivered solely for the purpose of Seller's performance of this order and on the express condition that neither they nor the information contained therein shall be disclosed to others nor used for any purpose other than in connection with this order without the prior written consent of Buyer. Such specifications, documents and articles shall be returned to Buyer promptly upon Buyer's request. Such request may be made at any time during or after completion of Seller's performance.

17. **Publicity.** Seller shall not, without the prior written consent of Buyer, advertise or otherwise disclose that Buyer has entered into these Terms & Conditions or has placed any orders with Seller. Seller shall not use Buyer's name or trademark in any press release, marketing or advertising materials without Buyer's prior written consent.

18. **Miscellaneous.**

a. **Entire Agreement.** These Terms & Conditions, together with Purchase Orders issued hereunder, constitute the final and entire Terms & Conditions between Buyer and Seller with respect to the purchase of the Products and supersede any terms and conditions in any acknowledgement form, invoice or other document of Seller. These Terms & Conditions may be amended only by a written instrument duly executed by both parties.

b. **Time of the Essence.** Seller acknowledges and agrees that time is of the essence with respect to Seller's performance.

c. **Waiver.** No waiver of any provision of these Terms & Conditions (or any right or default hereunder) shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. Any such waiver shall be effective only for the instance given, and shall not operate as a waiver with respect to any other rights or obligations under these Terms & Conditions or applicable law in connection with any other instances or circumstances.

d. **Choice of Law.** THESE TERMS & CONDITIONS AND THE APPLICABLE PURCHASE ORDERS WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH MEXICAN LAW WITHOUT REGARD TO ITS CONFLICT OF LAW PRINCIPLES. THE PARTIES IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTIONS OF THE ORDINARY COURTS OF MEXICO CITY, TO RESOLVE ANY DISPUTES ARISING UNDER OR RELATED TO THESE TERMS & CONDITIONS OR THE APPLICABLE PURCHASE ORDERS. THE PARTIES HEREBY ACKNOWLEDGE THAT THE RULES OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR INTERNATIONAL SALE OF GOODS ("**CISG**") SHALL NOT APPLY HERETO AND SHALL NOT BE USED FOR INTERPRETATION OF THE SALE OF PRODUCTS HEREUNDER.

e. **Assignment.** Neither these Terms & Conditions, nor any Purchase Order, nor any interest or rights under either of them may be assigned or delegated by Seller without the prior written consent of Buyer.

f. **Electronic Format.** Seller agrees that Buyer may scan, image or otherwise convert these Terms & Conditions into an electronic format of any nature. Seller agrees that a copy of these Terms and & Conditions produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation.

g. **Severability.** Should any part or provision of these Terms & Conditions be held to be invalid or unenforceable by any competent arbitral tribunal, court, governmental or administrative authority having jurisdiction, the other provisions of these Terms & Conditions shall nonetheless remain valid. In this case, Buyer and Seller shall endeavour to negotiate a substitute provision that best reflects the economic intentions of the parties without being unenforceable, and shall execute all agreements and documents required in this connection.