

## **GE PURCHASE ORDER TERMS**

### **PLEASE READ CAREFULLY**

**THIS PURCHASE ORDER (AS DEFINED BELOW) CONSTITUTES THE COMPLETE AND EXCLUSIVE CONTRACT BETWEEN GENERAL ELECTRIC COMPANY ("GE") AND "YOU" WITH RESPECT TO THE PRODUCTS, SERVICES AND DELIVERABLES, UNLESS THIS PURCHASE ORDER IS BEING ISSUED UNDER A PURCHASE AGREEMENT (AS DEFINED BELOW). THIS PURCHASE ORDER MAY BE MODIFIED ONLY IN WRITING SIGNED BY GE AND YOU. GE HEREBY OBJECTS TO AND REJECTS ANY INCONSISTENT, ADDITIONAL OR DIFFERENT TERMS, INCLUDING, BUT NOT LIMITED TO, TERMS CONTAINED IN ANY VERBAL OR WRITTEN OFFERS, PROPOSALS, QUOTATIONS, INVOICES, ORDER ACKNOWLEDGMENTS, WARRANTY CARDS, AND IN ANY OTHER STATEMENTS PROVIDED BY YOU. NO COURSE OF DEALING OR USAGE OF TRADE SHALL BE PART OF THE CONTRACT BETWEEN GE AND YOU.**

**YOU SHALL BE DEEMED TO HAVE ACCEPTED THIS PURCHASE ORDER IF YOU (I) SEND GE A WRITTEN ACKNOWLEDGMENT; (II) DELIVER ANY PRODUCT OR SERVICE ORDERED (INCLUDING ANY DELIVERABLE); OR (III) COMMENCE ANY WORK ON ANY PRODUCT OR SERVICE SET FORTH IN THIS PURCHASE ORDER, INCLUDING ANY DELIVERABLE. UPON ACCEPTANCE, YOU AGREE TO BE BOUND BY AND TO COMPLY WITH ALL TERMS SET FORTH IN THIS PURCHASE ORDER. GE MAY REVOKE ITS OFFER AS CONTAINED IN THIS PURCHASE ORDER AT ANY TIME BEFORE YOUR ACCEPTANCE.**

Notwithstanding anything herein to the contrary, this Purchase Order shall take precedence over any alternative terms in any other document connected with this transaction, unless such alternative terms are contained in a separately written purchase agreement previously signed by the Parties ("Purchase Agreement") that pertains to the Products, Services and/or Deliverables described in this PO; and the Parties have expressly agreed that the Purchase Agreement's terms override these PO Terms (as defined below) in the event of a conflict.

These GE Purchase Order Terms (or "PO Terms"), the terms contained on the face of this purchase order, and any GE provided attachments, samples, drawings or specifications referred to herein, collectively constitute this "Purchase Order" or "PO". This PO constitutes GE's offer to purchase from you those materials, products and equipment ("Products"), as well as those services ("Services"), set forth in this PO. This PO also includes all Deliverables you provide GE. "Deliverables" means all items in tangible and intangible form, including inventions, discoveries, works of authorship, programs, derivative works, source code, object code, ideas, techniques, methods, processes, information, data, documentation and materials, that you and/or Your Personnel create, prepare or deliver to GE, or otherwise produce, conceive, make, propose or develop as a result of this PO in the context of rendering the Services. "Your Personnel" means all persons and entities providing any Products, Services and/or Deliverables, including without limitation your employees, agents, contractors, subcontractors and suppliers, as well as anyone directly or indirectly employed or retained by any of them. "GE Affiliate" means any entity (including but not limited to, joint ventures, corporations, limited liability companies, partnerships, limited partnerships, business trusts or other entities, subsidiaries, businesses, operating divisions, units or P&L's thereof) that is directly or indirectly in control of, controlled by, or under common control with GE, whether now existing, or subsequently created or acquired. GE and you may each be referred to herein as a "Party" or together as the "Parties." All other capitalized terms used in these PO Terms shall have the meanings ascribed to them as set forth herein.

### **1. TERMINATION.**

1.1 In the event a Party breaches any material obligations hereunder, the non-breaching Party may terminate this PO if the breach has not been cured within thirty (30) calendar days of receipt of written notice of such breach by the non-breaching Party or within such additional

cure period as the non-breaching Party may authorize in writing (provided, however, that the non-breaching Party may terminate immediately upon the breaching Party's receipt of written notice from the non-breaching Party to the extent the breach is incapable of cure).

1.2 GE may terminate this PO without cause with thirty (30) days prior written notice to you. Notwithstanding anything to the contrary, GE's liability and your exclusive remedy for such termination by GE is limited to GE's payment for Products, Services and Deliverables provided and accepted in writing by GE prior to the effective date of said termination.

1.3 Either Party may terminate this PO effective immediately, if the other Party (i) makes a general assignment for the benefit of its creditors, (ii) is subject to the appointment of a trustee or receiver or similar officer of the court for any of its property, or (iii) files or have filed against it a petition under the bankruptcy or insolvency laws. GE may terminate this PO effective immediately if (i) you suffer a material adverse change in your financial condition that affects your ability to fulfill any of your obligations under this PO, or (ii) there is a change of control with respect to you. A "change of control" means (a) the sale of all or substantially all of your assets; (b) any merger, consolidation or acquisition involving you with, by or into another corporation, entity or person; or (c) any change in the ownership of more than fifty percent (50%) of the ownership interest, including, but not limited to, the voting capital stock, in you in one or more transactions.

1.4 GE also reserves the right to modify or suspend shipments of all or any part of Products, Services and/or Deliverables without cause or breach on your part and without incurring any liability to GE.

1.5 Termination shall not prejudice either Party or affect either Party's right to require performance of any obligation due at the time of termination. It is acknowledged by both Parties that the rights and obligations of the Parties set forth herein which by their nature would continue beyond the termination or expiration of this PO, including, without limitation, the first three paragraphs of these PO Terms, as well as Sections 1, 2, 3, 4, 5, 6, 10, 11, 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 24, 25, 27, 28, 29, 30, 31, 32, and 33 hereof, shall survive any termination or expiration.

### **2. REPRESENTATIONS AND WARRANTIES.**

2.1 You represent and warrant that you have all power, authority, rights and licenses, to provide the Products, Services and Deliverables.

2.2 You: (a) warrant that the Services rendered under this PO shall be provided in a good and workmanlike manner executed in a competent and professional manner in accordance with the highest standards and best practices of your industry; and (b) represent and warrant that you have or shall promptly obtain appropriate agreements with Your Personnel sufficient to enable full compliance with all the provisions of this PO.

2.3 You represent and warrant that GE's exercise of the rights and licenses provided herein shall not constitute an infringement or violation of any patent, copyright, trade secret or other proprietary rights of any third party.

2.4 You warrant that you shall use all commercially reasonable efforts to fulfill your obligations under this PO, and that time is of the essence.

2.5 You warrant that all Products, Deliverables, and Services shall be provided to GE free from any claims of any nature, including, without limitation, defects in title, and free of all liens, claims, or encumbrances.

2.6 You represent and warrant that the Products and Deliverables shall conform in all respects with its documentation, and all functional and technical specifications, as well as such other requirements set forth in this PO or otherwise approved or adopted by GE in writing.

2.7 You warrant that you shall comply with all applicable laws, legislation, rules, regulations, codes and standards of governmental agencies or authorities having jurisdiction over the activities relating to this PO.

2.8 You represent and warrant that the Products and Deliverables are free from defects design, material, and workmanship, whether latent or patent.

2.9 You hereby extend to GE any and all warranties received from your sub-suppliers and agree to enforce such warranties on GE's behalf. All of your warranties shall run collectively and separately to GE and GE Affiliates, including to their respective successors, and assigns.

2.10 You represent and warrant that the Products are new upon shipment and merchantable, and not used, rebuilt or made of refurbished material.

2.11 You represent and warrant that the Products are safe and fit for the particular purpose for which they are intended, are non-toxic, and present no abnormal hazards to persons or their environment.

2.12 You represent and warrant that no Product or Deliverable, in whole or in part, (i) is licensed pursuant to any open source software license; (ii) incorporates, integrates with, links to or is based on any open source software; or (iii) is subject to, any open source software, freeware, or free use software license terms, including, without limitation, the GNU Public License, the GNU Lesser General Public License, the Mozilla Public License, the Common Development and Distribution License, the Eclipse Public License, or any other license that requires in any instance that other software, including, without limitation, the Deliverables, distributed with such software code be (a) disclosed or distributed in source code form; (b) licensed for purposes of making derivative works; and/or (c) redistributed at no charge. Open source software also includes, without limitation, any software subject to an open source license, including, but not limited to, any license meeting the Open Source Definition (as promulgated by the Open Source Initiative) or the Free Software Definition (as promulgated by the Free Software Foundation) or any similar license.

2.13 You warrant that the Products and Deliverables: (a) do not contain any restrictive devices such as any key, node lock, time-out, time bomb, or other function, whether implemented by electronic, mechanical, or other means, which may restrict or otherwise impair the operation or use of the Deliverables or any material embodying or comprising Deliverables; and (b) shall be free of viruses and other harmful code (including, without limitation, time-out features) which may interfere with the use of the Deliverable(s) regardless of whether you or Your Personnel purposefully placed such code in the Deliverable(s). In addition to exercising any of GE's other rights and remedies under this PO or otherwise at law or in equity, you shall provide GE, free of charge, with any and all new versions, upgrades, updates, releases, maintenance releases, and error or bug fixes of the Deliverables (collectively, "Revised Code") which prevents a breach of any of the warranties provided under this PO or corrects a breach of such warranties. Revised Code contained in Deliverables constitutes Deliverables for purposes of this PO.

2.14 You represent and warrant that no third party software shall be included in the Deliverables without first informing GE in writing of the particulars thereof and obtaining GE's express prior written approval thereof.

2.15 You represent and warrant that no knowledge or information disclosed to GE by you or any of Your Personnel that in any way relates to Products, Services and/or Deliverables, shall, unless otherwise specifically agreed in advance and in writing by GE, be deemed confidential or proprietary information to you or Your Personnel, and GE shall acquire all such knowledge and information free from any restrictions (subject only to Product copyright and patent rights), as part of the consideration for this PO.

2.16 The warranties set forth in this Section 2: (i) survive the inspection, acceptance, and use of the Products and Deliverables by GE; and (ii) are in addition to any warranties, rights, and/or remedies to which GE may otherwise agree to in writing or which are provided at law or in equity. The term of those warranties set forth in Sections 2.2(a), 2.6, and 2.8 shall be for a period of twenty-four (24) months

from GE's written acceptance of the applicable Product, Service or Deliverable. All of your other warranties set forth in these PO Terms survive in perpetuity.

### **3. INDEMNIFICATION.**

3.1 You shall to the fullest extent permitted by applicable law, defend, indemnify, release and hold GE, GE Affiliates and its and their respective directors, officers, employees, agents, representatives, successors and assigns (each an "Indemnitee") harmless from and against any and all suits, actions, or proceedings, at law or in equity, and from any and all claims, demands, losses, judgments, fines, penalties, damages, costs, expenses, including attorneys' fees and expenses, or liabilities (including, without limitation, claims for personal injury, death, or property damage) arising from any act or omission of you or Your Personnel, except to the extent attributable to the sole and direct gross negligence of Indemnitee. In claims against an Indemnitee by Your Personnel or anyone for whose acts they may be liable, the indemnification obligation set forth in this Section 3 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for you or any of Your Personnel under any applicable workers' compensation, disability or other employee benefit or act. You agree to include a clause substantially similar to the preceding clause in all subcontracts it enters into related to its fulfillment of this PO.

3.2 You shall indemnify, defend and hold each Indemnitee harmless from all costs and expenses related to any suit, claim or proceeding brought against any Indemnitee or their respective customers based on a claim that any article or apparatus, or any part thereof constituting goods or services (including, without limitation, any Product, Service and/or Deliverable) furnished under this PO, as well as any device or process necessarily resulting from the use thereof, constitutes an infringement of any patent, copyright, trademark, trade secret or other intellectual property right of any third party. GE shall notify you promptly of any such suit, claim or proceeding and give you authority, information, and assistance (at your expense) for the defense of same and you shall pay all damages and costs awarded therein. Notwithstanding the foregoing, any settlement of such suit, claim or proceeding shall be subject to GE's prior written consent, such consent not to be unreasonably withheld. If use of said article, apparatus, part, device or process (including, without limitation, any Product, Service and/or Deliverable) is enjoined, you shall, at your own expense and at your option, either procure for GE the right to continue using said article or apparatus, part, process or device, or replace the same with a non-infringing equivalent.

3.3 Any Indemnitee desiring to make a claim for indemnification hereunder shall promptly provide you notice of such claim which Indemnitee believes falls within the scope of this Section 3; provided, however, that the failure by Indemnitee to provide such notice shall not affect your obligations under this Section 3 to the extent that you are not materially prejudiced thereby. Indemnitee may at its own expense employ separate counsel and participate in the defense. In no event shall you settle any claim without Indemnitee's express written consent unless such settlement includes a full release of Indemnitee from all known and unknown liabilities arising out of the facts giving rise to the claim. You further agree to indemnify Indemnitee for any attorneys' fees or other costs or expenses that GE incurs in the event that GE has to file a lawsuit to enforce any indemnity or additional insured provision of this PO.

### **4. LIMITATION OF LIABILITY.**

IN NO EVENT SHALL GE OR ANY GE AFFILIATES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS, OR LOST BUSINESS) REGARDLESS OF WHETHER OR NOT GE OR ANY GE AFFILIATE HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES OR SUCH DAMAGES COULD HAVE REASONABLY BEEN FORESEEN BY GE OR ANY GE AFFILIATE.

## 5. CONFIDENTIALITY.

5.1 You agree that the terms and existence of this PO, as well as all information and material disclosed by GE to you, and all information and material that you or Your Personnel develops under this PO (including, without limitation, Deliverables) constitutes "GE Confidential Information." You and Your Personnel shall not disclose GE Confidential Information to any third party person or entity, except to the extent required by a court or government agency order or rule (provided that you first give GE immediate written notice of such order or rule and sufficient time to enable GE to have the opportunity to quash or limit the scope of said order or rule). You may disclose GE Confidential Information only to those of Your Personnel (only if previously approved by GE in writing and only if you and Your Personnel have previously signed a confidentiality agreement that is consistent with the terms of this Section 5 who possess a legitimate need to know for purposes of fulfilling your obligations to GE under this PO, and may use GE Confidential Information only for such purposes. GE Confidential Information does not include information that is or becomes publicly available without restriction to you or Your Personnel, or any other person through no wrongful act of yours or Your Personnel. All GE Confidential Information is and remains the property of GE, and upon GE's written direction, you shall promptly return or destroy (with such destruction certified in writing by you) all GE Confidential Information, along with all copies and portions thereof, to GE. No such return or destruction of GE Confidential Information shall affect the confidentiality obligations of you or Your Personnel all of which shall continue in effect as provided in this PO. Without waiving any other rights that GE may have and notwithstanding anything to the contrary herein, GE may immediately terminate with cause (with no right to cure) this PO upon written notice to you in the event that you, including any of Your Personnel, uses or discloses GE Confidential Information other than as expressly permitted in this Section 5.

5.2 Notwithstanding anything to the contrary, you shall ensure that nothing that you disclose to GE constitutes confidential information of yours, including Your Personnel, or any third party. In the event that you wish to disclose, and GE desires to receive, any such information, the Parties agree that they shall separately execute a non-disclosure agreement prior to any such disclosure.

5.3 You agree that GE Confidential Information shall be subject to the organizational, technical, and physical controls and other safeguards set forth in the GE Privacy and Data Protection Appendix available at the following Internet address <http://www.gesupplier.com/html/GEpolicies.htm>. You acknowledge that you have read and understand the terms contained in the foregoing Internet address. If you have access to GE Restricted Data, Sensitive Personal Information, or Controlled Data, as defined and set forth at the foregoing Internet address, or have access to a GE Information System as defined therein, you agree to apply such additional safeguards and to grant GE such additional rights as are set forth at the foregoing Internet address for such data.

## 6. CHARGES, PAYMENTS AND TAXES.

6.1 The Products, Deliverables and Services shall be provided at the rates specified in this PO (the "Fee(s)") are firm and not subject to change. No additional charges of any kind shall apply, unless specifically agreed to in writing by GE. Except as otherwise agreed between the Parties in writing, you shall be responsible for all costs and expenses incidental to the performance of your obligations under this PO, including all costs of doing business incurred by you, and GE shall have no obligation to you or Your Personnel for any such fees or expenses. Neither periodic payments nor final payment shall constitute evidence that the Products or the Services were provided acceptable manner to, or other accepted by, GE. Any amount owing at any time from you to GE or any GE Affiliates for Services or Products provided under this PO may be set off against any amounts due and payable by GE to you.

6.2 You shall invoice GE not later than ninety (90) days after completion of the Services and/or delivery of the Products, or as otherwise specified in the applicable PO. In order to be deemed acceptable, each invoice shall include, at a minimum: your name and

address, GE's PO number, a description of the Services and/or Products, the total amount billed, any travel and living expenses ("T&L Expenses") or other permitted expenses (separately itemized) and any other information expressly agreed to by the Parties in writing. GE shall deem any invoice invalid that is received more than ninety (90) days after the due date, unless specific terms to the contrary are acknowledged by GE in writing. Unless prohibited by law or otherwise specified by GE or the GE Affiliate incurring direct billing, Fees, costs or any other expenses shall be payable within one hundred twenty (120) days from the date a correct invoice is received or approved by GE, or the applicable GE Affiliate incurring direct billing from you (the "Net Date"); provided GE may withhold payment of any disputed amounts in good faith pending resolution of such dispute. You agree that no such dispute shall affect the performance of Services, including the delivery of Products, under the PO in question or under any other outstanding PO. Unless prohibited by law, there shall be no service charges, penalties or interest charged GE for late payment(s). If you are enrolled in the GE Accelerated Payment Program, GE or the applicable GE Affiliate shall implement early payment discounts for invoices paid before their Net Dates, as set forth in the GE Accelerated Payment Program.

6.3 Unless prohibited by law, GE may choose to group all invoices that have not been discounted and that have Net Dates ranging from the sixteenth day of one month to the fifteenth day of the next month, and initiate payment for all such invoices on the third day of the second month or if that day is not a business day, then on the next business day (each such payment date being referred to as the "**Monthly Batch Payment Date**"), with the result that some invoices shall be paid earlier than their Net Dates and some invoices shall be paid later than their Net Dates. Alternatively, GE may choose to group and pay on a quarterly basis all invoices that have not been discounted as follows: (i) invoices with Net Dates ranging from the sixteenth day of February to the fifteenth day of May shall be grouped and GE shall initiate payment on the third day of April or if that day is not a business day, then on the next business day; (ii) invoices with Net Dates ranging from the sixteenth day of May to the fifteenth day of August shall be grouped and GE shall initiate payment on the third day of July or if that day is not a business day, then on the next business day; (iii) invoices with Net Dates ranging from the sixteenth day of August to the fifteenth day of November shall be grouped and GE shall initiate payment on the third day of October or if that day is not a business day, then on the next business day; and (iv) invoices with Net Dates ranging from the sixteenth day of November to the fifteenth day of February shall be grouped and GE shall initiate payment on the third day of January or if that day is not a business day, then on the next business day (each such payment date being referred to as the "**Quarterly Batch Payment Date**"), with the result that some invoices shall be paid earlier than their Net Dates and some invoices shall be paid later than their Net Dates.

6.4 The Accelerated Payment Program is administered by GEC (defined below). If you are enrolled in the Accelerated Payment Program, an early payment discount of 0.0333% of the gross invoice price (the "Daily Discount Rate") will be taken for each day payment is initiated before the Net Date. If the Net Date falls on a weekend or holiday, the Net Date will be moved to the next business day and an early payment discount will be taken for each day payment is initiated before that date. Alternatively, a flat early payment discount (the "Flat Discount") may be taken for initiating payment on a date certain prior to the Net Date (the "Flat Discount Date"). The Flat Discount will be calculated by applying the Daily Discount Rate to the number of days between the Flat Discount Date and the Net Date. If the Flat Discount Date falls on a weekend or a holiday, payment will be initiated on the next business day net of the Flat Discount. Each early payment discount will be rounded to the nearest one hundredth of a percent.

6.5. The Daily Discount Rate is based in part on the 3 Month Libor Rate (defined below) in effect on the last business day of the month preceding the day when the first early payment discount is taken to settle an invoice (the "Base Libor Rate"). If the 3 Month Libor Rate in effect on the last business day of any month (the "Current Libor Rate") differs from the Base Libor Rate, the Daily Discount Rate may be

adjusted on the last business day of such month to reflect the difference between the Base Libor Rate and the Current Libor Rate. If the Daily Discount Rate is adjusted, the adjusted Daily Discount Rate will be applied to all invoices posted for payment after that date. The "3 Month Libor Rate" will be the three month Libor rate published in the "Money Rates" section of *The Wall Street Journal* as the "London interbank offered rate, or Libor three month" (or, if not so published, as published in another nationally recognized publication) on the last business day of each month.

6.6 If GE or the applicable GE Affiliate takes an early payment discount to settle an invoice, you confirm that: (1) GE or the GE Affiliate has assigned its right, title and interest in the related Services to GE Capital US Holdings, Inc. or another GE Affiliate ("GEC") and an interest in such Services will pass directly to GEC in accordance with the terms of this Agreement; (2) once an interest in such Services has passed to GEC, GEC will immediately and directly transfer such interest to GE or the GE Affiliate; and (3) all of your obligations under this Agreement, including your representations and warranties, will extend to and benefit GE or the GE Affiliate as if such interest passed directly to GE or the GE Affiliate.

6.7 Notwithstanding anything set forth in this PO, GE shall not be required to pay or reimburse any portion of Fees, expenses or charges to the extent such payment is prohibited by applicable law or regulation.

6.8 The Fee(s) shall not include applicable transaction taxes. If you are required to pay any federal, state, county, provincial or local value added, sales and use, withholding and/or goods and services tax, or similar applicable tax(es) by law based on the Services and Deliverables provided, you shall include a line item for such taxes on all invoices (identifying type and amount thereof) and shall assume sole responsibility for tracking such taxes. You shall ensure that the Fees are invoiced to GE in accordance with applicable rules so as to allow GE to reclaim any such value added and/or similar tax from the appropriate government authority. You shall timely remit to the appropriate governmental tax agency all such taxes collected from GE, or the GE Affiliate issuing and executing the applicable SoW. Nothing in this Agreement, however, shall require GE to pay any of your payroll, property, franchise, corporate, partnership, succession, transfer, income, excise, profits withholding taxes or income tax. In the event GE is required by (1) applicable law, (2) government regulation or (3) tax authority having jurisdiction over your activities in connection with this Agreement to withhold taxes for which GE and/or you are liable, GE shall deduct such withholding tax from payment to you and provide to you a valid tax receipt or other applicable documents in your name. If you are either exempt from such withholding taxes or entitled to a reduced rate of withholding tax as a result of a tax treaty or other regime, you shall provide to GE a valid tax treaty residency certificate or other applicable tax exemption certificate at a minimum of thirty (30) days prior to payment being due. Should either party realize that any tax included or omitted as a result of the transactions hereunder was made in error, the parties shall cooperate to resolve such overpayment or underpayment.

6.9 To the extent that GE pre-approves in writing to you, GE shall reimburse you for all necessary, and reasonable travel, living and other related T&L Expenses in accordance with GE's then current Travel & Living policy which can be found at the following Internet address <http://www.gesupplier.com/html/GEpolicies.htm>. You acknowledge that you have read and understand the terms contained in the foregoing Internet address. You shall either invoice T&L Expenses separately or clearly itemize such expenses on your invoices to GE.

## 7. INSURANCE.

7.1 You shall maintain the following insurance through insurers with a minimum financial rating of Best A-, VII or S&P A or equivalent: (i) Comprehensive General Liability (also known as Civil or Public Liability outside of the United States) on an occurrence form in the minimum amount of \$1,000,000 per occurrence with coverage for contractual, products and completed operations liability; and (ii) Comprehensive Automobile (also known as Motor) Liability covering all

motor used in the performance of the Order in the amount of \$1,000,000 combined single limit each occurrence. GE shall be named as additional insured under your Comprehensive General Liability policy for any and all purposes arising out of or connected to this Order. Upon request, you shall furnish a certificate of insurance certifying that insurance coverages are in effect. You shall provide buyer at least 30 days' notice should the required insurance be cancelled or non-renewed.

7.2 You and any relevant Your Affiliates shall, to the best of its ability, endeavor to provide GE, or the applicable GE Affiliate, with these insurance coverages to the extent applicable to the work and/or region where Services are being performed. If local governmental regulations, or availability of insurance policies where the Services are to be performed make compliance with these conditions impracticable, You or Your relevant Affiliate shall provide GE with a written explanation of the reasons why such specific coverage is not available and advise GE, or the relevant GE Affiliate, with alternate conforming insurance requirements which are, in the reasonable discretion of GE or the applicable GE Affiliate, adequate based on the nature of Services being performed and commercially available to You or Your relevant Affiliate, as the case may be. You or Your Affiliate shall have and maintain, at its sole cost and expense, in effect throughout the term of the relevant Agreement and/or relevant SoW the agreed insurance coverage as approved by GE or the relevant GE Affiliate.

- Workers' Compensation (or equivalent) as required by applicable law.
- Employer's Liability with limits of \$3,000,000 each accident / \$3,000,000 each disease / \$3,000,000 policy limit.
- Commercial General Liability (also known as Civil or Public Liability outside of the United States), including Product and Completed Operations Liability (including contractual and cross-liability coverage) on an occurrence form, with the following limits for Bodily/Personal Injury and Property Damage: \$5,000,000 per occurrence, \$5,000,000 general aggregate, \$5,000,000 product completed operations. Coverage territory must include countries where the service is provided and/ or products may be used.
- If You will use motorized vehicles on GE premises or in connection with the provision of Services and/or Deliverables, Business Automobile (also known as Motor) Liability covering all motorized vehicles (owned, non-owned, hired, etc.) used in connection with the Services, covering Bodily Injury and Property Damage with combined single limit of \$3,000,000 per accident.
- Professional/ Errors and Omissions liability (also known as Professional Indemnity outside of the United States) covering Your activities with coverage limits of not less than \$5,000,000 per claim and \$5,000,000 in the aggregate. If policy is placed on a claims-made form, the retroactive date must precede the effective date of this Agreement and provide for continuity in cover for (1) year after the completion of the Services. If You will have access to GE's IT systems or GE Restricted Data, coverage must also include loss of, mishandling of data containing private or confidential information of GE or others for which GE is responsible; and failure to prevent unauthorized access to, or use of, GE's systems or data.
- If You will have access to GE's funds or accounts, Crime Insurance (also known as Employee Dishonesty insurance/ Fidelity Bond) in an amount of not less than \$1,000,000 covering all Your Personnel and Subcontractors and including a Client's interest endorsement or Insuring Agreement specifying that coverage extends to GE's property in the event of any theft of GE money or property, or money or property of others for which GE is responsible. Verification that GE has been included as a Joint Loss payee under the policy must be provided upon request by Company.

- If the You either has GE property in its care, custody or control or is reliant upon its property in connection with the provision of Services and/or Deliverables, Property insurance on an All-Risk, Replacement Cost basis. If property includes that of the GE, policy must name GE as Loss Payee, as its interests may appear.
- If the scope of Services involves the potential for an environmental release, Environmental Impairment (also known as Pollution) Liability with a limit of not less than \$10,000,000 per occurrence covering on-site and off-site bodily injury and property damage, including clean-up cost as a result of pollution conditions arising from the Your operations, including completed operations. If coverage is provided on a claims-made form, the retroactive date must precede the effective date of this agreement and provide for continuity in cover for (1) year after the completion of the Services.
- The amount of coverage specified herein may be satisfied with combined limits together with umbrella/excess liability policies which follow form and drop down to apply as primary insurance in the event an underlying policy is exhausted.

## 8. COMPLIANCE WITH GE POLICIES.

8.1 You agree to use all commercially reasonable efforts to ensure that any of Your Personnel who provide Services on GE's premises comply with GE's standard and site-specific safety, security and drug use policies that GE communicates to Your Personnel. You shall exercise all commercially reasonable efforts to assure that none of Your Personnel pose a threat to the safe working environment at the GE site, or a threat to the integrity of the business operations. At GE's request, you agree to replace any of Your Personnel who fail to comply with GE's standard and site specific policies.

8.2 You acknowledge that you have read and understand the GE Integrity Guide for Suppliers, Contractors and Consultants, which may be updated or modified by GE from time to time (the "Guide") located at the following Internet address <http://www.gesupplier.com/html/SuppliersIntegrityGuide.htm>. You agree to fully comply with all relevant requirements of the Guide with regard to provision of Products, Services, and Deliverables. Without limitation, the Parties mutually acknowledge that failure to comply with this provision shall be deemed a material breach incapable of cure.

8.3 To the extent permissible by applicable law, you shall, through the utilization of an authorized background checking agency, perform background checks (as set out in GE's Background Checking Guidelines located at <http://www.gesupplier.com/html/GEPOolicies.htm>) prior to (i) stationing any of Your Personnel to perform Services at any GE location, facility or work site (for purpose of clarity, "stationing" shall not include periodic attendance or visits to such locations, facilities or work sites); (ii) granting access to GE networks (such as having a GE issued single sign-on account) to Your Personnel to provide the Services; (iii) assigning Your Personnel to duties that are directly related to the safe operation or security of a GE facility or piece of equipment and which, if not performed properly, could cause a serious environmental, health or safety hazard to employees or the general public; or (iv) assigning Your Personnel to a GE worksite that is designated in its entirety as "security sensitive," even though the work responsibilities, if performed in another context, would not be security sensitive; and after securing appropriate written authorization from Your Personnel.

8.4 You acknowledge that this PO may be subject to US government flow down requirements (available at <http://www.gesupplier.com/html/GEPOolicies.htm>) when indicated.

8.5 Where you provide goods to GE, or bring goods onto or use goods on GE premises, you shall provide with the goods in the language(s) of the locations where the goods are delivered to GE or its designee: safe use instructions; hazard communication, safe transport and labeling

information; compliance and certification documentation; and for chemical substances and mixtures, safety data sheets (MSDS/SDS). Unless GE has expressly agreed otherwise in writing, you certify that the goods do not contain any chemicals that are restricted or otherwise banned under the Montreal Protocol, the Stockholm Convention on Persistent Organic Pollutants, the US Toxic Substances Control Act, the European Union's Restrictions on Hazardous Substances and REACH legislation, and other comparable chemical regulations (collectively "chemicals legislation"). For shipments of or containing chemical substances, you certify that the import and use of the goods in the location (s) where the goods are delivered complies with applicable chemicals legislation. Upon request you shall provide the chemical composition of the goods subject to reasonable protection of your confidential business information. The term "goods", as used in this Section 8, includes, but is not limited to, Products.

## 9. BUSINESS CONTINUITY PLANNING.

9.1 In the event GE, at its sole discretion, identifies you as a critical supplier, you shall prepare, maintain and provide, at no additional cost to GE, a Business Continuity Plan ("BCP") satisfactory to GE and designed to ensure that you can continue to provide the Services and Products in accordance with this PO in the event of a disaster or other BCP-triggering event (as such events are defined in the applicable BCP). Your BCP shall, at a minimum, provide for (i) the retention, rotation, and retrieval of data and files; (ii) obtaining resources necessary for recovery, (iii) appropriate continuity plans to maintain adequate levels of staffing required to provide the Services and Products during a disruptive event; (iv) procedures to activate an immediate, orderly response to emergency situations; (v) procedures to address potential disruptions to your supply chain; (vi) a defined escalation process for notification of GE in the event of a BCP-triggering interruption; and (vii) training for Your Personnel who are responsible for monitoring and maintaining your continuity plans and records.

9.2 You shall maintain the BCP, update it no less than twice per year and test it at least annually. Upon GE request, you shall provide GE an executive summary of the plan updates, a summary of test results, and a report of corrective actions to be taken to remedy deficiencies identified as a result of the test, including timetables for new corrective actions and the status of corrective actions previously identified.

9.3 Upon request, with reasonable advance notice and conducted in such a manner not to unduly interfere with your operations, you shall give GE and its designated agents access to designated representative(s) with detailed functional knowledge of your BCP and relevant subject matter. Subject to the confidentiality obligations under this PO, information requested by GE arising from such meetings shall be provided to GE within thirty (30) days or as otherwise mutually agreed.

## 10. NOTICES.

Notices and other communications required to be made under this PO must be in writing in English, addressed to the Parties at such addresses as may be designated in writing by either Party to the other and shall be deemed received when a) delivered by hand, b) on the date indicated on the signed receipt if mailed by first-class registered or certified mail, postage prepaid, return receipt requested, c) delivered by overnight courier or d) delivered through electronic media such as email or fax.

## 11. USE OF NAME AND PUBLICITY.

You agree that you shall not, without GE's or the applicable GE Affiliate's prior written consent in each instance, (i) advertise, promote or publish the fact that GE or the applicable GE Affiliate purchased Products, Services and/or Deliverables from you; (ii) use in advertising, publicity or otherwise, the name or logo of GE or GE Affiliate, or any officer or employee of GE or its affiliated companies, nor any trade name, trademark, logo or simulation thereof owned by GE or any GE Affiliate, or (iii) represent, directly or indirectly, that any Product, Service or Deliverable has been approved or endorsed by GE or any GE Affiliate.

## **12. INDEPENDENT CONTRACTORS.**

The relationship of the Parties hereunder is that of independent contractors. Nothing in this PO shall be deemed to create a partnership, joint venture, agency trust or similar relationship between the Parties, and neither Party shall be deemed to be an agent of the other Party. Without limitation to the foregoing, neither Party has any right, power, or authority to act or to create any obligation, express or implied, on behalf of the other. Nothing in this PO shall be interpreted or construed as creating or establishing the relationship of employer and employee between GE and either you or Your Personnel.

## **13. AUDIT RIGHTS.**

At GE's written request, you shall allow GE (directly and/or through third parties) to audit and inspect your facilities, as well as copy any documents that you have relating to the performance of your obligations under this PO or other applicable legal requirements. Each of the Parties shall bear their own respective costs and expenses associated with any of the foregoing. Adjustments in favor of GE arising from any such audit shall be recognized as an adjustment of any future payment due you or, if no future payment is due you, you shall promptly pay the amount of any such adjustment to GE. You shall cooperate fully with GE, or its designees, in connection with audit functions and/or any inspections, assessments or verifications, in such a manner not to unduly interfere with your operations.

## **14. REMEDIES.**

The rights and remedies of GE and GE Affiliates set forth herein are not exclusive and are in addition to any other rights and remedies available to GE and GE Affiliates at law or in equity.

## **15. SEVERABILITY.**

If any part of this PO is declared invalid or unenforceable by a court of competent jurisdiction, it shall not affect the validity or enforceability of the remainder of this PO, unless this PO so construed fails to meet the essential business purposes of the Parties as manifested herein.

## **16. ASSIGNMENT.**

You shall not sell, assign, delegate, or otherwise transfer any of your rights or obligations hereunder without the prior written consent of, and any attempt to do so in contravention of the foregoing is hereby deemed null, void and with no effect. Subject to the foregoing, this PO shall be binding upon and inure to the benefit of the Parties, their respective successors and assigns.

## **17. COPIES.**

Facsimiles and scanned images of original signatures are considered valid as original signatures. In addition, images of the original of this PO may be stored electronically. The Parties intend that electronic copies or images reproduced from the electronically stored original of this PO shall be valid as an original.

## **18. DIVESTITURE.**

Any GE Affiliate divested by GE as an ongoing concern, or otherwise, may continue to (i) benefit under the terms of this PO, and/or (ii) issue POs under the terms of this PO, both of which for a period of one (1) year following divestiture. Any entity or business acquired by GE or a GE Affiliate may use this PO with any of their existing purchases with you.

## **19. GE AFFILIATES.**

You acknowledge and agree that the Products, Services and Deliverables purchased under this PO may be used by GE on behalf of itself and, at no additional expense to GE, for the benefit of any GE Affiliate. Any GE Affiliate, worldwide, which uses the Products, Services and/or Deliverables, whether the right to use passes directly to that entity or not, shall be entitled to all of the rights and interests of GE under this PO, and may enforce this PO in its own name.

## **20. GOVERNING LAW AND DISPUTE RESOLUTION.**

This PO (and all non-contractual or other obligations arising out of or in connection with it) shall be governed by, and construed in accordance with, the laws of the State of New York without reference to any conflict of law rules that might lead to the application of the laws of any other jurisdiction. Except with respect to any request for equitable relief or other interim or conservatory measures of protection, any dispute, controversy or claim arising out of or relating to this PO, including any question regarding their existence, validity, interpretation, breach, violation or termination (a "Dispute"), shall be referred to and finally resolved by arbitration under International Institute for Conflict Prevention & Resolution Non-Administered Arbitration Rules (the "Rules") by one or more arbitrators appointed in accordance with the Rules, which Rules are deemed to be incorporated by reference into this Section 20. The seat of arbitration shall be New York City, New York. Where the claim amount is less than US \$5 million, the tribunal shall consist of a sole arbitrator. Where the claim amount is \$5 million or greater, the tribunal shall consist of three arbitrators, with the claimant and the respondent each nominating a single arbitrator respectively, and the two party-nominated arbitrators within thirty (30) days of the last of their appointments, appointing the third arbitrator, who shall be the chairman of the tribunal. The language of the arbitration shall be English. The prevailing Party shall be entitled to recover, in addition to its damages, its reasonable attorneys' fees and internal in-house and management costs incurred in connection therewith. The Parties hereby waive any right to refer any question of law and any right of appeal on the law and/or merits to any court.

## **21. ORDER OF PRECEDENCE.**

In the event of an inconsistency between these PO Terms and any other terms of this PO, these PO Terms shall take precedence.

## **22. YOUR PERSONAL INFORMATION.**

You understand and agree that GE may require you to provide certain personal information such as the name, address, telephone number, and e-mail address of Your Personnel in transactions to facilitate the performance of this PO, and that GE and its contractors may store such data in databases located and accessible globally by their personnel and use it for necessary purposes in connection with the performance of this PO, including but not limited to payment administration. GE shall be the Controller of this data for legal purposes, and agrees to use reasonable technical and organizational measures to ensure that your personal information is processed in conformity with applicable data protection laws. You may obtain a copy of your personal information by written request, or submit updates and corrections by written notice to GE.

## **23. ELECTRONIC COMMERCE.**

You agree to participate in all of GE's current and future electronic commerce applications and initiatives upon GE's request. For purposes of this PO, each electronic message sent between the Parties within such applications or initiatives shall be deemed: (i) "written" and a "writing"; (ii) "signed" (in the manner below); and (iii) an original business record when printed from electronic files or records established and maintained in the normal course of business. The Parties expressly waive any right to object to the validity, effectiveness or enforceability of any such electronic message on the ground that a "statute of frauds" or any other law or rule of evidence requires written, signed agreements. Any such electronic documents may be introduced as substantive evidence in any proceedings between the Parties as business records as if originated and maintained in paper form. Neither Party shall object to the admissibility of any such electronic document for any reason, including, without limitation, the hearsay (FRE 802) and best evidence (FRE 1002) rules. By placing a name or other identifier on any such electronic message, the Party doing so intends to sign the message with his/her signature attributed to the message content. The effect of each such message shall be determined by the electronic message content and by New York law, excluding any such law requiring signed agreement or otherwise in conflict with this Section 23.

## **24. OWNERSHIP OF DELIVERABLES.**

GE is hereby the exclusive owner of all Deliverables and all intellectual property rights, including trade secrets, copyrights, moral rights,

database rights and patents) thereto. All Deliverables considered "works made for hire" under the U.S. Copyright Act of 1976 (the "Act") shall be considered "works made for hire" under this PO. You hereby assign to GE all right, title and interest to all other Deliverables, including any works of authorship and all intellectual property rights thereto, that are not considered "works made for hire" under the Act. To the extent that any of your, including any of Your Personnel's, pre-existing materials (including third party or open source software) are contained in the Deliverables, said pre-existing materials must be identified as such in writing to GE prior to you commencing any Services or Deliverables, and you (on your behalf and on behalf of Your Personnel) hereby grant GE an irrevocable, worldwide, nonexclusive, paid-up, royalty-free, sublicenseable (through all tiers of sublicensees) right and license to use, execute, reproduce, perform, display, distribute, and prepare derivative works of such pre-existing materials and derivative works, and to make, have made, use, sell, offer to sell, and import products and processes utilizing such pre-existing materials, but in any case limited to the extent needed by GE to exploit the Deliverables. Upon GE's request and at your expense, you shall provide GE with such assistance as GE may require, including whatever documents, information or materials are in your possession or available to you, in order to enable GE to protect its ownership rights, including copyrights and patents, in any Deliverables. With respect to inventions for which GE wishes to seek patent protection, you agree to secure all necessary agreements with Your Personnel to ensure assignment of their interests in each such invention to GE as well. You at your expense shall take all reasonable steps necessary to secure cooperation of Your Personnel with GE in filing such patent applications, including obtaining the signatures of inventors on all necessary legal documents. To the extent a Deliverable includes or consists of software, you shall deliver to GE the complete source code and object code versions.

#### **25. INSPECTIONS AND REJECTIONS.**

25.1 All Products, Services and Deliverables covered by this PO shall be received subject to GE's right of inspection, count, testing and rejection. Payment for Products, Services and/or Deliverables delivered hereunder shall not constitute acceptance thereof, and all payments against documents shall be made with a reservation of rights by GE for defects in Products, Services, and Deliverables, including, without limitation, defects apparent on the face thereof. You shall provide and maintain inspection and process control systems acceptable to GE for production of the Products and Deliverables, as well as performance of the Services. Records of all inspections by you shall be kept complete and available to GE during the performance of this PO or for such longer period as may be required by law. GE may inspect Products, as well as the provision of Services, at your facility at any time without waiving its right subsequently to reject or revoke acceptance of such Products, Services, or Deliverables for any defects. Failure of GE to inspect shall not relieve you from any of your responsibilities hereunder. You, at your expense, shall furnish, or cause to be furnished, facilities and assistance reasonably necessary to ensure the safety and convenience of any such inspections.

25.2 If any of the Products, Services or Deliverables are found at any time to be defective in design, materials or workmanship or otherwise to be not in conformity with the requirements of this PO, GE, in addition to such other rights as it may have under this PO, at law and/or in equity, at its option may: (i) reject such Services, as well as reject and return such Products and/or Deliverables at your expense; (ii) require you at your expense to replace the rejected Products and Deliverables, and/or re-perform the Services under a revised PO or release submitted by GE; or (iii) require you to inspect such Products, Services and/or Deliverables and remove and replace nonconforming Products and/or Deliverables with conforming Product and/or Deliverables, and/or re-perform the nonconforming Services, to conform with this PO. GE may at its option inspect, sort, remove, correct and replace such Products, Services and Deliverables, and you shall pay the actual cost thereof. If any Products, Services and/or Deliverables are rejected, GE shall deduct from amounts owed you under this PO the cost of rejected Products, Services and Deliverables. GE may also charge you, and you agree to pay, all direct and indirect costs incurred by GE as a result of any nonconforming Products, Services and

Deliverables (including failure to meet delivery schedules) whether or not GE rejects such Products, Services, or Deliverables. GE shall itemize such costs to you, which may include, but not be limited to, cost of defective materials, a 15% handling charge, transportation charges, incidental material and labor costs, sorting and rework expenses, lost production starts directly caused by the defect(s) (including late delivery), or any other ascertainable costs creating a loss to GE. The foregoing is in addition to any other rights or remedies available to GE at law or in equity.

#### **26. CHANGES.**

26.1 GE shall have the right at any time to make changes of any kind (including, without limitation, quantity and GE's specifications) to the Products, Deliverables and/or Services being purchased under this PO. If you believe that such change affects the price or delivery date for Products, Deliverables or Services hereunder, you shall so notify GE in writing (with adequate supporting documentation) within five (5) working days after receipt of GE's change notice and an equitable adjustment may be considered by GE. Your request for any adjustments shall be waived unless submitted within such five (5) day period.

26.2 You shall notify GE in writing in advance of any and all changes to Products, Services, or Deliverables (including, without limitation, their respective specifications or composition), and of all process changes, plant moves, equipment changes or moves, or subcontractor changes, and no such change shall occur until GE has been given prior notice of such change. No such change shall occur without GE's written consent. All such changes shall be documented by you following those written change procedures issued by GE from time-to-time. It is your responsibility to obtain, complete and submit proper documentation regarding any and all changes. Any such change made without the prior written consent of GE shall constitute a material breach, and GE shall have the right to terminate this PO immediately and without prior notice to you. The foregoing is in addition to all other remedies available to GE at law or in equity.

#### **27. GE PROPERTY.**

27.1 All tools, dies, layouts, models, drawings, plans, data, manufacturing aids, testing or other equipment or materials, inventions, technology, trade secrets, know how, all reproductions and replacements, or other proprietary information, and all intellectual property rights in the foregoing, which GE furnishes to you, or which is developed or acquired at GE's expense or at its direction in the performance of work hereunder, (collectively and individually, "GE Property") is GE's property and is hereby deemed a bailment to you. All GE Property furnished by GE to you is provided on an "AS IS" basis. You: (i) hereby assign and agree to assign to GE, all GE Property (including, without limitation, reasonably cooperating with GE to secure any and all intellectual property rights developed under this PO by, for example, assisting in the filing and prosecution of patent applications, timely reviewing drafts, providing documentary evidence, and executing such documents as GE may reasonably request); (ii) bear the risk of loss and damage to all GE Property; (iii) shall safely maintain GE Property separate from your property; (iv) shall mark GE Property as "Property of General Electric Company"; (v) shall not move GE Property from your premises without GE's prior written consent; (vi) shall not allow third parties to control, use, access or possess GE Property; (vii) shall ensure that only your employees use and have access to GE Property solely for purposes of fulfilling your obligations to GE under this PO; (viii) shall not substitute any property for GE Property; (ix) shall insure all GE Property consisting of tangible property at full replacement cost; (x) shall at your sole cost and expense be responsible for operating, maintaining and calibrating the GE Property in accordance with the manufacturer's specifications and recommended guidelines; (xi) shall maintain and make available to GE upon its request, sufficient records of all GE Property (including a description and part number of each and every Product, including components thereof, that the GE Property is used to create, maintain, and/or test said Product); (xii) shall promptly disclose to GE the creation or acquisition of any and all GE Property, and provide a consolidated list on a semi-annual basis (or as otherwise requested by

GE); and (xii) shall not take or allow any lien or other security interest against GE Property.

27.2 You shall return GE Property to GE in the same condition as originally received by you (except for normal wear and tear) upon the earliest to occur: (i) when any GE Property is no longer reasonably required by you to fulfill your obligations to GE under this PO; (ii) when notified by GE (unless GE Property is consumed or otherwise disposed of with GE's prior written consent); or (iii) upon expiration or termination of this PO. In any such event, all GE Property shall (at GE's election) either be immediately (a) released by you to GE, or (b) delivered by you to GE (or its designee) properly packaged and marked in accordance with instructions from GE, utilizing the carrier designated by GE, and delivered to the location designated by GE. If GE elects option (b) above, GE shall reimburse you for the necessary actual and incurred costs of any such transportation and delivery to a designated location; provided, however, that you shall be responsible (and GE shall not reimburse you) for any such costs if GE terminates this PO with cause.

27.3 Notwithstanding anything to the contrary, no rights, title or licenses are granted to you under any GE patents, copyrights, trade secrets, or other property (including intellectual property) rights. Under no circumstances shall any such rights, title or licenses be implied.

#### **28. WAIVER.**

No claim or right arising out of a breach of this PO can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the waiving Party. The failure of GE to enforce at any time or for any period of time any of the provisions of this PO shall not be construed to be a waiver of such provisions nor the right of GE thereafter to enforce each and every such provision.

#### **29. GE'S PO COMMITMENT.**

29.1 GE is not committed to purchase any Products or Services except for such Products and Services (and only in such quantity as may be specified as firm in this PO). Under no circumstances shall GE be under an obligation to you for Products or Services (including any Deliverables) not specifically covered by this PO.

29.2 Unless otherwise agreed to in writing, you shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet the requirements of this PO. Products shipped in advance or in excess of such requirements may be returned to you at your risk and expense, and you shall reimburse GE for all costs incurred for warehousing, storage and handling of said Products.

#### **30. DELIVERY.**

30.1 If you for any reason you anticipate that deliveries of Products, Deliverables and/or Services shall not be made as required by this PO, you shall immediately give GE written notice setting forth the cause(s) of the anticipated delay. If delay or inability to perform arises from interruption of supply or scarcity of raw materials or parts used by you, GE's orders shall be given priority in production scheduling. GE reserves the right, without liability, to take any or all of the following actions if for any reason you do not substantially comply with your Product, Deliverables and/or Services delivery obligations: (i) assess a late delivery fee of no more than 1.0% per day of the invoice amount of late deliveries of Products, Deliverables and/or Services; (ii) submit a revised PO; (iii) terminate this PO in whole or in part and purchase the Products, Deliverables and/or Services elsewhere, and you shall be liable for any resultant costs; (iv) direct you in writing to ship by a method other than that indicated in this PO, work such overtime or do whatever is necessary to avoid the delay, and pay any and all transportation charges, concessions to GE's customers, liquidated damages, and any other costs and expenses incurred by GE; or (v) seek specific performance of your obligation to deliver. The foregoing is in addition to all other rights or remedies available to GE at law or in equity.

30.2 You shall use only GE-approved carriers and forwarders for transportation of Products and Deliverables. You shall reimburse GE for all costs and expenses incurred by reason of shipment by method or carrier not approved by GE in writing and in advance.

30.3 Unless otherwise stipulated in writing by GE, title to and risk of loss of the Products shall pass to GE at GE's dock or at the dock of GE's designee, upon completion of unloading of the Products and you shall bear the risk of loss of the Products until such delivery. If the Products are to be delivered in installments, title to each installment shall pass in the same way as provided in this PO.

30.4 The Products shall be suitably packed and/or protected for shipment and transportation, the cost for which shall be borne by you or your representative. Each package shall bear GE's order number and be accompanied by a readily accessible packing note detailing the contents and conforming with any applicable importation regulations. Your failure to comply with the shipping and transportation instructions or to provide sufficient packaging shall render you liable for any resulting damage and/or expense incurred by GE.

#### **31. YOUR PERSONNEL.**

31.1 You shall not assign, delegate or subcontract any portion of your rights, duties or obligations without the express prior written consent of GE; any actions taken by you in contravention of the foregoing is hereby deemed null and void. Notwithstanding your retention of Your Personnel and any such GE's consent, you shall remain entirely responsible for your, as well as Your Personnel's, delivery of all Products, Services and Deliverables, as well as compliance with all terms of this PO.

31.2 GE shall, at all times, have the right to review and approve any of Your Personnel assigned to perform Services, and to reject or have removed immediately any of Your Personnel from the provision of Services hereunder. The exercise of this right shall be independent of any alleged breach by you of this PO. You shall pay the costs of familiarizing any replacements of Your Personnel, and GE agrees that time deadlines and cost estimates, if any, may require adjustment as a result of replacing Your Personnel, unless removal is for good cause. GE may request to interview and approve any of Your Personnel replacements prior to such individual's commencement of Services for GE; GE's approval shall not be unreasonably withheld.

31.3 Nothing in this PO shall be interpreted or construed as creating or establishing the relationship of employer and employee between GE and either you or any of Your Personnel. You shall be solely responsible for payment of all compensation owed to Your Personnel, as well as federal and state income tax withholding, social security taxes, and unemployment insurance applicable to Your Personnel as employees, and you shall bear sole responsibility for any health or disability insurance, retirement benefits, or other welfare or pension benefits (if any) to which Your Personnel may be entitled. Neither you nor Your Personnel shall have any right or authority to assume or create any obligation of any kind, expressed or implied, in the name of or on behalf of GE. You are responsible for all employer obligations toward all of Your Personnel under all applicable laws and GE policies. You shall defend, indemnify and hold GE harmless against any claims that in any way (i) assert that any of Your Personnel are employees or joint employee of GE, (ii) relate to the conduct of any of Your Personnel; and/or (iii) pertain to a breach of this PO by any of Your Personnel.

31.4 You shall be responsible for maintaining satisfactory standards of personnel competency, conduct and integrity, and shall be responsible for taking such disciplinary action with respect to all of Your Personnel as may be necessary. Without limitation to the foregoing and when Your Personnel are on GE's premises, you shall immediately remove and replace any of Your Personnel if GE determines that such of Your Personnel violated or may have violated any GE policies. In addition, for Your Personnel providing Services in the United States, you shall also assure Your Personnel's status to rightfully work in the United States through compliance with the Immigration and Naturalization Service's I-9 process. For Your Personnel providing Services in



jurisdictions outside the United States, you shall assure that such of Your Personnel comply with local law requirements in such jurisdictions with respect to the right to work in such jurisdiction.

31.5 You are solely responsible for procuring and maintaining, and for ensuring that all of Your Personnel agree to comply with, all necessary permits and licenses of governmental entities required in connection with your performance of the Services, including, where applicable, processing and procuring all necessary visas, work permits, and passport documents for your employees in advance of their assignment in connection with the provision of any Services in a timely manner to avoid any unnecessary delay.

## 32. IMPORTS.

32.1 Unless otherwise specifically provided by GE in writing, GE shall be Importer of Record.

32.2 You warrant that all sales made hereunder are and shall be made in circumstances that shall not give rise to the imposition of anti-dumping or countervailing duties under United States law (19 U.S.C. § 1671), European Union (Council Regulation (EC) No. 384/96 of December 22, 1995, Commission Decision No. 2277/96/ECSC of November 28, 1996), similar laws in such jurisdictions or of any other country to which the Products may be exported, as currently in force or as may be amended. To the extent permitted by law, you shall indemnify, defend and hold GE harmless from and against any costs or expenses (including but not limited to any countervailing and/or dumping duties which may be imposed, and to the extent permitted by law, and any preliminary dumping duties that may be imposed) arising out of or in connection with any breach of the above warranty and covenant.

32.3 If you are the Importer of Record, you agree that GE shall not be a party to the importation of Products, that the transaction(s) contemplated by this PO shall be consummated subsequent to importation, and that you shall neither cause nor permit GE's name to be shown as "importer of record" on any customs entries or declarations. Upon request and where applicable, you shall provide GE with all documents and properly executed forms as required by U.S. export control laws and regulations and shall further provide all commercial invoices in proper form to allow GE to apply for and receive duty drawback. You shall not disclose any information regarding GE and/or Products contrary to U.S. export control laws and regulations.

32.4 You shall provide, in a timely, complete and accurate manner, to GE or GE's designated agent, all data required to enable GE's compliance with the U.S. Customs Importer Security Filing and additional Carrier Requirements regulation, 19 C.F.R. Part 149 (the "ISF Rule") for all of your ocean shipments of Products to GE destined for or passing through a United States port, including without limitation, the timely, complete and accurate provision of the ISF-10 Elements thereunder. You shall indemnify and hold harmless GE, its directors, officers, employees, agents, representatives, successors and assigns from and against any and all actions or proceedings, at law or in equity, and from and against any and all claims, demands, losses, judgments, damages, costs, fines, expenses or liabilities resulting from or in any way connected with your breach of your obligations under this Section 32.4.

32.5 The Customs-Trade Partnership Against Terrorism (C-TPAT) program of the United States Customs and Border Protection ("CBP"), the Authorized Economic Operator for Security ("EU AEO") program of the European Union, the Canadian "Partners in Protection" (PIP) and similar programs (herein collectively and individually referred to as "Program(s)") are designed to improve the security of shipments in international trade. You agree that you shall review the requirements of the applicable Programs as appropriate for your business, and that you shall maintain a written plan for security procedures in accordance with them ("Security Plan"). The Security Plan shall address security criteria, including container security and inspection, physical access controls, personnel security, procedural security, security training and

threat awareness, and information technology security. In addition to the above requirements, you:

(i) represent and warrant that if you are eligible to be Program certified it shall be a member, it complies with the requirements of the Program as applicable and has such procedures that shall include those modifications prescribed from time-to-time by the CBP or GE. In the event you are ineligible to be Program certified, you agree to develop and implement a plan to enhance security procedures in accordance with the recommendations to meet C-TPAT Minimum Security Criteria (including, but not limited to, GPS tracking, cellular contact, and detection capabilities), AEO, PIP or similar programs.

(ii) shall identify an individual contact responsible for your facility, personnel and shipment security measures and provide such individual's name, title, address, email address and telephone and fax numbers, upon request by GE;

(iii) shall place and seal on all truckload shipments (whether Full Truck Load (FTL) or Full Container Load (FCL)) with an ISO 17712 seal properly applied. You agree to purchase, as well as maintain a log of) ISO 17712 seals for tracking purposes, and maintain on file the current and applicable ISO Seal Certification issued within the past 2 years.

(iv) inform GE of its C-TPAT, AEO, PIP or similar program membership status, and if Program certified, inform GE of its SVI number or membership number, as well as such other information as GE may require, and immediately inform GE of any changes to its Program certification status.

All costs associated with development and implementation of your Security Plan and supply chain security compliance shall be borne by you. Where you do not exercise control of manufacturing, storage or transportation of goods destined for delivery to GE or its customers in international trade, you agree to communicate the foregoing requirements in writing to Your Personnel, including without limitation, transportation providers, and to use commercially reasonable efforts to ensure that Your Personnel implement such requirements.

32.6 You represent and warrant that you shall comply with all applicable federal, state, or local laws, regulations, or requirements of the United States and any other nation relating to import/export matters. You shall also obtain all applicable permits and licenses necessary to perform your obligations under this PO, and upon GE's request, shall provide GE with copies of such permits and licenses. Where Products contain United States components, you shall also provide GE with details of the United States content value as a percentage of the Product price upon GE's request. Additionally, you shall provide ECCN and Harmonized Tariff numbers assigned to Products or any other information GE may reasonably require upon request.

32.7 You shall mark each Product, and, as appropriate, Product packaging, labels, or invoices with the country of origin for the Product, in accordance with the applicable trade and customs laws. You shall also provide acceptable and auditable documentation that establishes the country of origin for Product, including without limitation, certifications of origin for Products qualifying for NAFTA preferential duty provisions, as applicable.