

## TERMS AND CONDITIONS OF PURCHASE FOR GOODS AND SERVICES

1. Applicability.

(a) These terms and conditions of purchase (these "**Terms**") are the only terms which govern the purchase of the goods ("**Goods**") and services ("**Services**") by **KAMAN CORPORATION**, its subsidiaries and affiliated companies ("**Buyer**") from the seller ("**Seller**"); such terms are located at [www.kaman.com/tcp](http://www.kaman.com/tcp).

(b) The accompanying purchase order (the "**Purchase Order**") and these Terms (collectively, this "**Agreement**") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Seller's general terms and conditions of sale regardless whether or when Seller has submitted its sales confirmation or such terms. This Agreement expressly limits Seller's acceptance to the terms of this Agreement. Fulfillment of this Purchase Order constitutes acceptance of these Terms.

2. Delivery of Goods and Performance of Services.

(a) Seller shall deliver the Goods in the quantities and on the date(s) specified in the Purchase Order or as otherwise agreed in writing by the parties (the "**Delivery Date**"). If no delivery date is specified, Seller shall deliver the Goods within five (5) days of Seller's receipt of the Purchase Order. If Seller fails to deliver the Goods in full on the Delivery Date, Buyer may terminate this Agreement immediately by providing written notice to Seller and Seller shall indemnify Buyer against any losses, claims, damages, and reasonable costs and expenses directly attributable to Seller's failure to deliver the Goods on the Delivery Date. Buyer has the right to return any Goods delivered prior to the Delivery Date at Seller's expense and Seller shall redeliver such Goods on the Delivery Date.

(b) Seller shall deliver all Goods to the address specified in the Purchase Order (the "**Delivery Point**") during Buyer's normal business hours or as otherwise instructed by Buyer. Seller shall pack all goods for shipment according to Buyer's instructions or, if there are no instructions, in a manner sufficient to ensure that the Goods are delivered in undamaged condition. Seller must provide Buyer prior written notice if it requires Buyer to return any packaging material. Any return of such packaging material shall be made at Seller's risk of loss and expense.

(c) Seller shall provide the Services to Buyer as described and in accordance with the schedule set forth on the reverse side of these Terms and in accordance with the terms and conditions set forth in these Terms.

(d) Seller acknowledges that time is of the essence with respect to Seller's obligations hereunder and the timely delivery of the Goods and Services, including all performance dates, timetables, project milestones and other requirements in this Agreement.

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

4. Shipping Terms. Delivery shall be made FOB Delivery Point. The Purchase Order number must appear on all shipping documents, shipping labels, bills of lading, air waybills, invoices, correspondence and any other documents pertaining to the Purchase Order.

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

6. Inspection and Rejection of Nonconforming Goods. Buyer has the right to inspect the Goods on or after the Delivery Date. Buyer, at its sole option, may inspect all or a sample of the Goods, and may reject all or any portion of the Goods if it determines the Goods are nonconforming or defective. If Buyer rejects any portion of the Goods, Buyer has the right, effective upon written notice to Seller, to: (a) rescind this Agreement in its entirety; (b) accept the Goods at a reasonably reduced price; or (c) reject the Goods and require replacement of the rejected Goods. If Buyer requires replacement of the Goods, Seller shall, at its expense, promptly replace the nonconforming or defective Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective goods and the delivery of replacement Goods. If Seller fails to timely deliver replacement Goods, Buyer may replace them with goods from a third party and charge Seller the cost thereof and terminate this Agreement for cause pursuant to

Section 17. Any inspection or other action by Buyer under this Section shall not reduce or otherwise affect Seller's obligations under the Agreement, and Buyer shall have the right to conduct further inspections after Seller has carried out its remedial actions.

7. Price. The price of the Goods and Services is the price stated in the Purchase Order (the "**Price**"). If no price is included in the Purchase Order, the Price shall be the price set out in Seller's published price list in force as of the date of the Purchase Order. Unless otherwise specified in the Purchase Order, the Price includes all packaging, transportation costs to the Delivery Location, insurance, customs duties and fees and applicable taxes, including, but not limited to, all sales, use or excise taxes. No increase in the Price is effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of Buyer.

8. Payment Terms. Seller shall issue an invoice to Buyer on or any time after the completion of delivery and only in accordance with these Terms. Buyer shall pay all properly invoiced amounts due to Seller within thirty (30) days after Buyer's receipt of such invoice, except for any amounts disputed by Buyer in good faith. All payments hereunder will be made in US dollars and made by electronic funds transfer (EFT). Without prejudice to any other right or remedy it may have, Buyer reserves the right to set off at any time any amount owing to it by Seller against any amount payable by Buyer to Seller. In the event of a payment dispute, Buyer shall deliver a written statement to Seller prior to the date payment is due on the disputed invoice listing all disputed items and providing a reasonably detailed description of each disputed item. Amounts not so disputed are deemed accepted and must be paid, notwithstanding disputes on other items, within the period set forth in this Section 8. The parties shall seek to resolve all such disputes expeditiously and in good faith. Seller shall continue performing its obligations under this Agreement notwithstanding any such dispute

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

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

(b) comply with all rules, regulations and policies of Buyer, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by Buyer to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures;

(c) maintain complete and accurate records relating to the provision of the Services under this Agreement, including records of the time spent and materials used by Seller in providing the Services in such form as Buyer shall approve. During the term of this Agreement and for a period of six (6) years thereafter, upon Buyer's written request, Seller shall allow Buyer to inspect and make copies of such records and interview Seller personnel in connection with the provision of the Services;

(d) obtain Buyer's written consent, which shall not be unreasonably withheld or delayed/which may be given or withheld in Buyer's sole discretion, prior to entering into agreements with or otherwise engaging any person or entity, including all subcontractors and affiliates of Seller, other than Seller's employees, to provide any Services to Buyer (each such approved subcontractor or other third party, a "**Permitted Subcontractor**"). Buyer's consent does not constitute endorsement of Permitted Subcontractor's capabilities and shall not relieve Seller of its obligations under the Agreement, and Seller shall remain fully responsible for the performance of each such Permitted Subcontractor and its employees and for their compliance with all of the terms and conditions of this Agreement as if they were Seller's own employees. Nothing contained in this Agreement shall create any contractual relationship between Buyer and any Seller subcontractor or supplier;

(e) require each Permitted Subcontractor to be bound in writing by the security procedures and confidentiality provisions of this Agreement, and, upon Buyer's written request, to enter into a non-disclosure or intellectual property assignment or license agreement in a form that is reasonably satisfactory to Buyer;

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

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

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

10. Change Orders. Buyer may at any time, by written instructions and/or drawings issued to Seller (each a "**Change Order**"), order changes to the Services. Seller shall within five (5) days of receipt of a Change Order submit to Buyer a firm cost proposal for the Change Order. If Buyer accepts such cost proposal, Seller shall proceed with the changed services subject to the cost proposal and the terms and conditions of this Agreement. Seller acknowledges that a Change Order may or may not entitle Seller to an adjustment in the Seller's compensation or the performance deadlines under this Agreement.

11. Warranties.

- (a) Seller warrants to Buyer that for a period of twelve (12) months from the Delivery Date, all Goods will:
- (i) be free from any defects in workmanship, material and design;
  - (ii) conform to applicable specifications, drawings, designs, samples and other requirements specified by Buyer;
  - (iii) be fit for their intended purpose and operate as intended;
  - (iv) be merchantable;
  - (v) be free and clear of all liens, security interests or other encumbrances; and
  - (vi) not infringe or misappropriate any third party's patent or other intellectual property rights.

These warranties survive any delivery, inspection, acceptance or payment of or for the Goods by Buyer;

(b) Seller warrants to Buyer that it shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement; and

(c) the warranties set forth in this Section 11 are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of Buyer's discovery of the noncompliance of the Goods or Services with the foregoing warranties. If Buyer gives Seller notice of noncompliance pursuant to this Section, Seller shall, at its own cost and expense, within five (5) days (i) replace or repair the defective or nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming goods to Seller and the delivery of repaired or replacement Goods to Buyer, and, if applicable, (ii) repair or re-perform the applicable Services.

12. General Indemnification. Seller shall defend, indemnify and hold harmless Buyer and Buyer's parent company, its subsidiaries, affiliates, successors or assigns and its respective directors, officers, shareholders and employees (collectively, "**Indemnitees**") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "**Losses**") arising out of or occurring in connection with the Goods and Services purchased from Seller or Seller's negligence, willful misconduct or breach of the Terms. Seller shall not enter into any settlement without Buyer's prior written consent.

13. Intellectual Property Indemnification. Seller shall, at its expense, defend, indemnify and hold harmless Buyer and any Indemnitee against any and all Losses arising out of or in connection with any claim that Buyer's or Indemnitee's use or possession of the Goods or use of the Services infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party. In no event shall Seller enter into any settlement without Buyer's or Indemnitee's prior written consent.

14. Limitation of Liability. Nothing in this Agreement shall exclude or limit (a) Seller's liability under Sections 11, 12, and 13 hereof, or (b) Seller's liability for fraud, personal injury or death caused by its negligence or willful misconduct.

15. Insurance.

(a) Seller must at all times maintain at its own cost, adequate primary insurance coverage from an insurer with at minimum an A.M. Best's Credit Rating of A-, VII or equivalent during the term of this Agreement, with at minimum the following types and amounts of coverage on policies issued on an "occurrence" basis:

(i) Worker's Compensation Insurance (or qualification as a self-insurer) sufficient to satisfy the laws of the state or country in which Seller's operations are being performed. Seller's Worker's Compensation insurer (or Seller, if self-insured) agrees to waive rights of subrogation against Buyer. Seller shall provide for or require any subcontractor to maintain similar coverage for the subcontractor's employees employed in connection with this Master Agreement. The insurance required under this section shall bear an endorsement evidencing a waiver of the right of subrogation against Buyer and an assignment of statutory lien, if applicable;

(ii) Employers' Liability Insurance that covers both "bodily injury by accident" and "bodily injury by disease" with limits of not less than \$500,000 (US) each accident/\$500,000 (US) disease-policy limit/\$500,000 (US) each employee, and if applicable, liability under the Federal Longshoremen and Harbor Workers Act and the Death on the High Seas Act, and Jones Act);

(iii) Commercial General Liability Insurance that covers bodily injury, personal injury, and property damage, including products liability, completed operations, and contractual liability coverage, with per occurrence limits of not less than \$3,000,000 (US) and an aggregate limit of not less than \$3,000,000.00 (US). Commercial General Liability Insurance shall include "contractual" coverage for the indemnity clause set forth below;

(iv) Automobile Liability Insurance on any owned, non-owned, or hired vehicle, with per occurrence limits for both bodily injury and property damage of not less than \$2,000,000 (US) and an aggregate limit of not less than \$2,000,000.00 (US).

(b) Additional Insured. Seller agrees to make Buyer an Additional Insured on Seller's Commercial General Liability and Automobile Liability policies, and will provide Buyer with copies of policy endorsements reflecting Buyer's status as an Additional Insured thereunder, with the endorsements to read, "International Paper Company, and its subsidiaries and affiliated companies". Notwithstanding the minimum limits of coverage set forth in sub-section 4.1 above, Seller shall name Buyer as an Additional Insured for the full limits of insurance coverage, including but not limited to any excess policy coverage, purchased by Seller.

(c) Waiver of Subrogation. With respect to the Commercial General Liability and Automobile Liability insurance provided to Buyer hereunder, Seller shall procure from each insurer a waiver of subrogation in Buyer's favor.

(d) Miscellaneous. The insurance specified above shall be primary to and not in excess of any other insurance available to Buyer. All certificates of insurance must contain a clause reading in substance as follows: "The Insurance Company will notify Seller in writing at least thirty (30) days prior to any cancellation or any change in or reduction of the coverages shown herein." Seller shall immediately provide Buyer with a copy of any such notice that it may receive. Attorneys' fees and costs shall be in addition to the policy limits set forth above. Seller is responsible for payment of all deductible, self-insured retentions and/or similar charges for the coverage required under this Article. In the event Seller's obligations hereunder require Seller's agent or representative to enter on to Buyer's property, Seller shall require such agent or representative of Seller to maintain similar coverage as provided by Seller under this Agreement.

16. Compliance with Law. Seller shall comply with all applicable laws, regulations and ordinances. Seller shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement. Seller shall comply with all export and import laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by Seller. Seller assumes all responsibility for shipments of Goods requiring any government import clearance. Buyer may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on Goods.

(a) Chemical Substances Identification. Seller certifies that any chemical substance(s) furnished pursuant to this Agreement have been properly labeled, and that proper information of the substance(s) (e.g., material safety data sheets) has been provided to Buyer, pursuant to any federal, state or local legislation.

(b) EQUAL OPPORTUNITY. Seller shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. Seller agrees that, as applicable, they shall abide by the requirements of Executive Order 13496 (29 CFR Part 471, appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

17. Termination. In addition to any remedies that may be provided under these Terms, Buyer may terminate this Agreement with immediate effect upon written notice to the Seller, either before or after the acceptance of the Goods or the seller's delivery of the Services, if Seller has not performed or complied with any of these Terms, in whole or in part. If the Seller becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors, then the Buyer may terminate this Agreement upon written notice to Seller. If Buyer terminates the Agreement for any reason, Seller's sole and exclusive remedy is payment for the Goods received and accepted and Services accepted by Buyer prior to the termination.

18. Waiver. No waiver by Buyer of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Buyer. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

19. Confidential Information. All non-public, confidential or proprietary information of Buyer, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Buyer to Seller, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the purpose of performing this Agreement and may not be disclosed or copied unless authorized in advance by Buyer in writing. Upon Buyer's request, Seller shall promptly return all documents and other materials received from Buyer. Buyer shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Seller at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

20. Force Majeure. Neither party shall be liable to the other for any delay or failure in performing its obligations under this Agreement to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that party, without such party's fault or negligence, and which by its nature could not have been foreseen by such party or, if it could have been foreseen, was unavoidable ("**Force Majeure Event**"). Force Majeure Events include, but are not limited to, acts of God or the public enemy, government restrictions, floods, fire, earthquakes, explosion, epidemic, war, invasion, hostilities, terrorist acts, riots, strike, embargoes or industrial disturbances. Seller's economic hardship or changes in market conditions are not considered Force Majeure Events. Seller shall use all diligent efforts to end the failure or delay of its performance, ensure that the effects of any Force Majeure Event are minimized and resume performance under this Agreement. If a Force Majeure Event prevents Seller from carrying out its obligations under this Agreement for a continuous period of more than forty-five (45) business days, Buyer may terminate this Agreement immediately by giving written notice to Seller.

21. Assignment. Seller shall not assign, transfer, delegate or subcontract any of its rights or obligations under this Agreement without the prior written consent of Buyer. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the Seller of any of its obligations hereunder. Buyer may at any time assign or transfer any or all of its rights or obligations under this Agreement without Seller's prior written consent to any affiliate or to any person acquiring all or substantially all of Buyer's assets.

22. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

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



24. Governing Law. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Connecticut without giving effect to any choice or conflict of law provision or rule (whether of the State of Connecticut or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Connecticut.

25. Submission to Jurisdiction. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Connecticut in each case located in the City of Hartford and County of Hartford, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

26. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Sales Confirmation or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

27. Counterfeits. "Counterfeit" or "Counterfeits" means Goods that are or contain, or are suspected to be or contain, unlawful or unauthorized reproductions, substitutions, or alterations that have been knowingly mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified part from the original manufacturer, or a source with the express written authority of the original manufacturer or current design activity, including an authorized aftermarket manufacturer. Seller bears responsibility for procuring authentic items and materials from its subcontractors as required for Goods and shall ensure that all such subcontractors comply with the requirements of this section.

28. Code of Business Conduct and Ethics. Seller shall comply with the principles of Buyer's Code of Business Conduct and Ethics (the "Code") (as amended from time to time), and Seller shall periodically review the Code for changes. The Code forms part of this Order and is available electronically at [http://www.kaman.com/sites/default/files/Kaman\\_Code\\_Conduct\\_FINAL\\_11912.pdf](http://www.kaman.com/sites/default/files/Kaman_Code_Conduct_FINAL_11912.pdf)

29. Combatting Human Trafficking. Buyer is committed to complying with all U.S. Government laws, policies, and regulations regarding human trafficking. We require our employees and subcontractors to not engage in the use of forced, bonded (including debt bondage) or indentured labor, involuntary prison labor, slavery, procuring commercial sex acts, or trafficking of persons. Any material violation of law by Seller relating to basic working conditions and human rights, including laws regarding slavery and human trafficking, of the country or countries in which Seller is performing work under this Order may be considered a material breach of this Order for which Buyer may elect to cancel or terminate any open Orders between Buyer and the Seller in accordance with the "Termination for Default" clause herein. Seller shall include the substance of this clause, including this flowdown requirement, in all subcontracts awarded by Seller for Goods or Service this Order.

30. Information Security. Seller shall establish and comply with effective policies, standards, procedures, and guidelines for privacy, information protection, and data and systems security, and with all applicable privacy laws and regulations for the protection of Buyer Information, Confidential Information, and PII (collectively "Sensitive Information"). Seller agrees to preserve the confidentiality, integrity and accessibility of Sensitive Information with administrative, technical, and physical measures that conform to generally recognized industry standards and best practices commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of Sensitive Information. Any information system belonging to, or operated by or for, the Seller shall provide adequate security to prevent the intentional or unintentional disclosure of Sensitive Information to unauthorized persons; modification, destruction or loss of Sensitive Information; or copying of Sensitive Information to any unauthorized media. Seller agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of Sensitive Information or other event requiring notification. Seller shall notify Buyer of any act of security breach, physical or logical, committed by or against Seller within 24 hours of discovery. At the request of Buyer and to the extent permitted by law, the Parties shall cooperate with investigations conducted by or on behalf of Buyer. In the event of a breach of any of Seller's security obligations, or other event requiring notification under applicable law, Seller agrees to assume responsibility for informing all such individuals in accordance with applicable law. Seller shall indemnify, hold harmless and defend Buyer and Buyer's Customer (including their trustees, officers, and employees) from and against any claims, damages, or other harm related to such notification event.

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31. Conflict Minerals. With respect to any and all Goods delivered under this Agreement, Seller warrants that such Deliverables will at no time contain any “conflict minerals,” as such term is defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, including, without limitation, columbite-tantalite (coltan), cassiterite, gold, wolframite or their derivatives, or any other mineral or its derivatives determined by the U.S. Secretary of State to be financing conflict in the Democratic Republic of the Congo (DRC) sourced from the DRC or adjoining countries. Seller shall, no later than forty-five (45) days following each calendar year in which Seller has delivered any Deliverables to the Buyer, under this Order or otherwise, complete the Conflict Minerals Reporting Template that will be sent by or on behalf of the Buyer.

32. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

33. Survival. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Insurance, Indemnity, Compliance with Laws, Counterfeits, Confidential Information, Information Security, Governing Law, and Survival.

34. Amendment and Modification. These Terms may only be amended or modified in a writing stating specifically that it amends these Terms and is signed by an authorized representative of each party.

35. U.S. Government Requirements. For orders that support U.S. Government (“USG”) requirements, Seller shall comply with all relevant Federal Acquisition Regulation (“FAR”) and Defense Federal Acquisition Regulation Supplement (“DFARS”) contract clauses, including but not limited to the following, which are incorporated herein by reference: 52.204-21; 52.211-15; 52.212-4, 5; 52.225-1; 52.225-5; 252.204-7012; 252.211-7003; 252.246-7007; 252.246-7008. Seller shall also comply with any provisions required by law or regulation or necessary for Buyer to comply with the requirements of its Prime Contract and USG procurement regulations, including, without limitation, certification of current cost or pricing data.