

STANDARD TERMS AND CONDITIONS FOR PURCHASE

1. **DEFINITIONS:** “Order”, “purchase order” or “contract” means any agreement between DCL, INC. (hereafter referred to as “DCL”) and the Seller for the supply of goods and services; the “goods” means the subject matter of the orders and includes services; “Seller” or “Supplier” means the contracting party with whom the order is placed.
2. **SCOPE OF WORK/ACCEPTANCE.**
3. **Scope of Work.** The Supplier is required to perform only the requirements listed in the body of the purchase order and documents or communications referenced therein, as well as that, which is covered by these terms and conditions. The Supplier will not be required to perform any processes not specifically mentioned. If a Supplier is not able to meet the contractual obligations of this purchase order, it has 3 days to notify DCL from its issuance; otherwise, DCL will consider the purchase order accepted by the Supplier per Paragraph 4 below.
4. **Acceptance of DCL's Offer.** Any purchase order issued by DCL to any Supplier is an offer by DCL, which becomes binding on the terms contained therein and herein when Supplier accepts it. Supplier will be deemed to have accepted such offer on DCL's terms if Supplier commences working on the goods or providing the services, or ships the goods, which are the subject of the purchase order, if Supplier issues a written order acknowledgement or if the Supplier has not notified DCL within time specified of any conflicts. Any acceptance by Supplier of a purchase order is limited to acceptance of the express terms of the purchase order, specified DCL Purchase Order Requirements or other documents incorporated in the purchase order by reference, and these Terms and Conditions.
5. **Attempts to Alter Terms Rejected.** Any attempt by Supplier to alter the terms offered by DCL, or to propose additional terms, will be considered invalid and rejected by DCL unless DCL specifically accepts in writing such alterations.
6. **Prior Offer by Supplier.** If any purchase order issued by DCL to Supplier is deemed to be an acceptance of a prior offer by Supplier, DCL's acceptance of such prior offer will be deemed limited to the Terms and Conditions contained herein and in the purchase orders issued by DCL. In such cases, any other terms deemed to be part of Supplier's offer will be deemed material and rejected by DCL; but such rejection by DCL will not be deemed to operate as a rejection of Supplier's offer unless the rejected terms are those of price or quantity.
7. **PACKING, MARKING AND SHIPPING.** The Supplier shall follow all applicable transportation regulations and good commercial practice for protection to preserve, package and contain shipments in order to prevent deterioration and damage during shipping. For hazardous materials, the Supplier shall follow applicable Federal, state and local laws and regulations for the packaging, labeling, transportation and shipping of such items. DCL specific instructions for packaging and shipping shall be flowed down in the purchase order as needed. Supplier will be responsible for damage to shipments directly attributable to improper packing or shipment.
8. **INVOICING, PAYMENT TERMS.**
9. **Invoicing.** All invoices are to be transmitted to DCL electronically “e-mail” or delivered to the address stated in the purchase order. In order to be considered for payment, each invoice must show the relevant DCL purchase order number, itemize any taxes to be paid by DCL (if taxes are included in the purchase order), contain line item numbers from the DCL purchase order, description, unit price, quantity and extended price, if any; and contain the name of the person requesting the material or service, if requested by DCL.
10. **Delays for Non-Compliance.** Failure to comply with invoice requirements outlined herein may result in a delay in payment by DCL and a postponement of the due date until such a time that Supplier has remedied such non-compliance. Any delay in payment resulting from such non-compliance will not be considered a breach of payment terms on the part of DCL.
11. **Offset, Withholdings.** DCL may offset against any amounts due under Supplier's invoices: (a) any direct damages resulting from Supplier's default under or breach of any contract (including any purchase order and these Terms and Conditions); (b) any amount owing from Supplier to DCL; or (c) any adjustment for shortage or rejection. In the event that DCL becomes aware of violation of any governmental law, regulation, order, or contractual obligation by Supplier in relation to its performance hereunder, DCL may withhold, without liability or interest, any payment due hereunder associated with matters relating to such violation, pending investigation and resolution of such violation.
12. **Payment Terms.** Unless otherwise provided under the applicable purchase order or written agreement between DCL and Supplier, payment terms shall be net sixty (60) calendar days. The term of any payment provided for in the purchase order, and all discounts related thereto, shall be calculated from the date an acceptable invoice is received.
13. **Payment Date, Discounts.** If, in its discretion, DCL accepts any shipment ahead of schedule, DCL may make payments on the basis of the scheduled delivery date. The date for the calculation of DCL's entitlement to take a discount under any Supplier invoice will be the date an acceptable invoice is received.
14. **Taxes.** All prices indicated in purchase orders include all applicable taxes, impositions including but not limited to import and export duties and other similar charges, unless specifically indicated otherwise in such purchase order.

15. **DELIVERY.** Delivery shall be at DCL's designated place of delivery stated on the purchase order.
- 15.1. Supplier will deliver acceptable goods and services in strict conformity with any delivery schedule set forth in any purchase order, subject to any delays as a result of any force majeure, or other circumstance or event beyond the reasonable control of Supplier. Supplier will bear the cost of any normal (except to the extent explicitly specified otherwise under the relevant purchase order) or extraordinary (in any case) shipping charges necessary to meet the delivery schedule specified in any purchase order.
- 15.2. The purchase order delivery schedule and quantities are to be strictly adhered to. Unless otherwise mutually agreed to in writing between the Parties, any delivery containing less than the scheduled delivery quantity may have payment withheld until the balance of the parts are delivered.
- 15.3. At DCL's option and sole discretion, should Supplier fail to deliver any goods ordered under an Order by DCL within two (2) weeks of the delivery date for reasons other than those set forth in Section 36 (Force Majeure), in consideration of the difficulties in calculating the damages which any such delay would cause to DCL, Supplier shall pay to DCL, as liquidated damages, a sum equal to one-half (1/2) percent of the price of the delayed goods for each working day of delay. The total amount to be paid by the Supplier to DCL as liquidated damages shall not exceed twenty percent of the price of the delayed good(s).
16. **MOST FAVORED CUSTOMER.** Supplier warrants that it will not charge DCL more for any goods or services, or any item thereof, than it charges any other customer for such goods or services in like quantities and under like conditions. Supplier will adjust prices upon discovery of any amounts paid by DCL, which reflect a breach by Supplier of the immediately preceding sentence and refund any excess payments made by DCL.
17. **INSPECTIONS**
- 17.1. Right to Inspect. All goods and services ordered by DCL pursuant to any purchase order are subject to inspection before or after receipt by DCL, notwithstanding the earlier passing of title to DCL, or any prior payment by DCL, or any prior inspection of any type. DCL's inspection may, in its sole discretion, include physical, visual and/or mechanical review, as well as any documentation necessary to substantiate the meeting of quality requirements or specific requirements set forth in the purchase order.
- 17.2. Correction, Rejection. If any goods and services are not in conformity with the drawings, specifications, samples or other requirements of the relevant purchase order, DCL shall notify Supplier. If Supplier fails to correct the defect or non-conformity within a mutually agreed timeframe or is unable to correct the defect or nonconformity, DCL may, in addition to any other rights under the purchase order, these Terms and Conditions, correct or have corrected the defect or nonconformity at Supplier's expense. Rejected goods may be returned by DCL to Supplier at Supplier's risk and expense.
- 17.3. Right of Recovery. In addition to any other rights it may have under the relevant purchase order or these Terms and Conditions, DCL may recover its direct costs incurred as a result of or relating to replacing or correcting defective or nonconforming goods or services to the extent that such costs resulted solely from Supplier's action or inaction. DCL may, at its discretion, invoice or debit the Supplier's account in the amount of all such costs incurred.
- 17.4. On-site Inspection. Work performed under any DCL purchase order is subject to inspection at Supplier's plant by authorized representatives of DCL, DCL's customers or their customers, during normal business hours upon reasonable prior notice to conduct inspections and tests of any finished or unfinished products subject to any DCL purchase order. Supplier will make available its facilities to accommodate the safety and reasonable convenience of such representatives. When reasonably requested upon reasonable prior notice, representatives of Supplier will accompany DCL, its customers or their customers to Supplier's subcontractor's facilities for such inspection and testing.
- 17.5. Right of Entry. With reasonably sufficient notice, DCL and its customers, subcontractors and regulatory agencies shall be allowed entry and are hereby authorized to enter into the premises of the Supplier to inspect and otherwise verify the quality of work, relevant manufacturing records and material at the Supplier's manufacturing facilities. Supplier must coordinate any such entry with DCL personnel listed on the purchase order.
- 17.6. No Waiver. The inspection, review or approval by DCL of any work, or of any drawing, design or other document, will not be deemed to relieve Supplier of any of its obligations under any purchase order or constitute a waiver of any defects or nonconformities. The acceptance by DCL of any goods or services under any purchase order will not be deemed to limit or affect any warranty or right of indemnity granted by Supplier under such purchase order, these Terms and Conditions.
- 17.7. Acceptance. Notwithstanding the above, final acceptance or rejection of the Work shall be made as promptly as practical after delivery to DCL; however, unless earlier rejected, the Work shall be deemed by the Parties to be accepted within 30 days after delivery to DCL. Upon acceptance of each unit of Work, DCL waives any right to revoke such acceptance for any reason, whether known or unknown to DCL at the time of acceptance. Any defect or nonconformance becoming apparent in the Work after such acceptance shall be corrected under, and subject to, the conditions of Clause 19 (Warranty) below.
18. **CHANGES**
- 18.1. Changes and Adjustments. DCL may at any time, by written order (and without notice to sureties), make changes within the general scope of any purchase order in any one or more of the following: (i) drawings, designs, specifications or other technical documents; (ii) quantity, (iii) time and place of delivery; and (iv) delivery schedules. Without limiting the foregoing, DCL may at any time and from time to time modify its Shipping, Packing, and Marking Instructions or the Invoicing Instructions contained above by delivery of a revised version thereof to Supplier. Supplier will implement any such changes; provided, that if any such change causes an increase or decrease in the cost of or time required for performance of any work under a purchase order, an appropriate adjustment in the price and/or delivery schedule will be agreed to by DCL and Supplier. Notwithstanding the foregoing, no adjustment to the benefit of Supplier will be made: (a) for any change made necessary by reason of defects or nonconformities for which Supplier would be rightly liable under the terms of the order and these Terms and Conditions. Any claim by Supplier for adjustment will be made in writing within twenty (20) days from the date the change was ordered by DCL, and will set forth the amount claimed and the reasons. Upon prior written request and subject to DCL maintaining the confidentiality thereof, Supplier will provide support to verify any claim for adjustment by Supplier. If DCL and Supplier are unable to agree upon an adjustment in the event of any change directed by DCL, the matter will be resolved in accordance with the dispute resolution procedures set forth in the Paragraph of these Terms and Conditions entitled "Dispute Resolution." Pending resolution of any such adjustment, Supplier will diligently pursue the performance of the order as changed up to the point of shipment.
- 18.2. Authority to Order Changes. Changes may be ordered by DCL only in writing issued by an authorized representative of DCL, which expressly states that it constitutes a change to a specified purchase order. If Supplier believes that any other conduct has constituted a change under an order, it will notify DCL immediately in writing as to the nature of such conduct and its effect

upon Supplier, but will take no steps to implement a change absent written direction from an authorized representative of DCL consistent with the preceding sentence.

19. **WARRANTIES.** Seller represents and warrants that (a) all goods and services are free of any claim of any nature by any third person and that Seller will convey clear title to DCL, (b) all services are performed in a manner acceptable in the industry and in accordance with generally accepted standards, are free from all defects, are fit for the particular purposes for which they are acquired, and are provided in strict accordance with the specifications or other requirements (including performance specifications) approved or adopted by DCL, (c) all goods sold will be of merchantable quality, free from all defects in design, workmanship and materials, and fit for the particular purposes for which they are purchased and that the goods and services are provided in strict accordance with the specifications, samples, drawings, designs or other requirements (including performance specifications) approved or adopted by DCL, (d) Seller shall not act in any fashion or take any action that will render DCL liable for a violation of any applicable anti-bribery legislation (including without limitation, the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act 2010), which prohibits the offering, giving, or promising to offer or give or receiving, directly or indirectly, money or anything of value to any third party to assist it, them or DCL in retaining or obtaining business or in procuring the goods or services. DCL inspection, test, acceptance, or use of the goods shall not affect Seller's obligations under these warranties. Seller shall replace or correct, at DCL's option and at Seller's cost, defects of any goods not conforming to these warranties. If Seller fails to correct defects in or replace nonconforming goods within ten (10) days from the date the DCL notifies Seller of the defect or defects, DCL may, on ten (10) days prior written notice to Seller, either (i) make such corrections or replace such goods and charge Seller for all costs incurred by DCL, or (ii) revoke its acceptance of the goods in which event Seller shall be obligated to refund the purchase price and make all necessary arrangements, at Seller's cost, for the return of the goods to Seller. All warranties of Seller herein or that are implied by law shall survive any inspection, delivery, acceptance, or payment by DCL. Any attempt by Seller to limit, disclaim, or restrict these warranties or any remedies of DCL, by acknowledgment or otherwise, in accepting or performing this Order, will be null, void, and ineffective without DCL's written consent.
20. **PROGRESS REPORTING.** If required by the purchase order, Supplier will submit progress reports and other contracted deliverables to provide visibility of planned program tasks and progress against such tasks, in any format or schedule mutually agreed by the Parties.
21. **PROPRIETARY INFORMATION.** Supplier will maintain the confidentiality of all information furnished by DCL as confidential and will not disclose any such information to any other person, or use such information for any purpose other than performance of related purchase order. The preceding sentence applies, without limitation, to designs, inventions, software programs, source codes, materials, models, processes, drawings, specifications, data, reports and other technical or business information and the features of all parts, equipment, tools, gauges, patterns and processes disclosed to Supplier by DCL; and, to information supplied by DCL in electronic form, including CAD/CAM and computer aided engineering data. Supplier will not sell any such information and will deface or otherwise render unsuitable for use any such information of which Supplier disposes. Upon fulfillment or termination of any purchase order, and as otherwise directed by DCL, Supplier will, subject to the specific instructions of DCL, either dispose of all information supplied by DCL or return such information to DCL. DCL or its representatives may at any time, and with reasonable notice, review all pertinent books, records and files of Supplier in order to verify compliance with this paragraph. Notwithstanding the foregoing, the term "Confidential Information" shall not include any information that is: (a) in the public domain through no fault of Supplier; or (b) independently developed by Supplier without breaching this Contract or by parties who have not had, either directly or indirectly, access to or knowledge of the Confidential Information. The foregoing obligations are in addition to and not as a replacement for any obligations under any nondisclosure agreements in place between the parties.
22. **PATENT INFRINGEMENT INDEMNITY.** Supplier will defend DCL, subcontractors of DCL, and any subsequent customers, owners, suppliers, users or operators of the goods or services delivered in accordance with DCL's specifications (herein the indemnified parties) against all claims and in all proceedings alleging infringement of any United States patent or copyright in the manufacture or sale of any goods or services (without modification or further combination) delivered to DCL, and Supplier will indemnify and hold the indemnified parties harmless from any resulting liabilities.
23. **NON-DISCLOSURE OF TRANSACTIONS.** Supplier will not advertise or publish the fact that DCL has ordered goods or services from Supplier, or the terms or nature of such order. Supplier will not, and will cause its employees and other representatives to not, disclose such information in company periodicals, press releases, public lectures, theses, sale or other promotional literature, or otherwise, unless such disclosure has been approved by DCL in writing.
24. **INTELLECTUAL PROPERTY RIGHTS.** DCL agrees that Supplier has designed the Goods being supplied under this purchase order or contract and shall own all intellectual property rights associated with such Goods and such designs. DCL agrees that all information provided by Supplier related to such designs is proprietary and confidential and DCL shall assert no right in such designs by reason of use by DCL or disclosure to DCL of such designs. In no event will DCL copy, reproduce, reverse engineer or attempt to reverse engineer, or cause or request others to reverse engineer or attempt to reverse engineer any drawings, designs or Goods provided by Supplier. Nor will DCL and DCL's customer use any data or documentation provided by Supplier under this Subcontract in any manner or for any reason that is detrimental to the best interests of Supplier.
25. **TOOLS AND MATERIALS.** Title to and the right of immediate possession of all tools, dies, patterns, software, numerically controlled media and programs, manufacturing programs, replacements and materials provided to the Supplier and used in manufacturing goods under a purchase order ("special tooling and materials") will be and remain DCL (or DCL's customer if applicable). All special tooling and materials will not be used in the production of larger quantities than those specified by DCL in a purchase order. Upon completion of any relevant purchase order, all special tooling and materials will be delivered to DCL or disposed of by Supplier as DCL shall direct. All special tooling and materials will be segregated by Supplier at Supplier's plant and clearly marked as belonging to DCL and will be used solely in the performance of work ordered by DCL, will be insured against loss by the Supplier, and will not be copied, and will be delivered by the Supplier to DCL upon demand and at DCL's cost. Supplier assumes complete liability for all special tooling and materials while in Supplier's

possession. Supplier will reimburse DCL for damage to DCL's special tooling beyond normal wear and tear while in Supplier's possession. DCL reserves the right to use at any time all special tooling and materials. Supplier will be responsible to DCL for any and all consigned materials. Supplier will communicate to DCL, in such manner and such times as DCL directs, any and all instances wherein Supplier fails to yield prescribed requirements from DCL's material. Upon completion of specific purchase order requirements, Supplier will furnish to DCL any and all residual materials and an accounting of any and all deviations from the prescribed order requirements. At DCL's direction, Supplier will at DCL's cost return to DCL any "off fall" material. If any item fabricated by Supplier from material furnished by DCL is defective, or any furnished material is damaged while in Supplier's possession, Supplier will reimburse DCL to the reasonable cost of the defective or damaged item.

26. **INDEMNIFICATION.** Supplier will defend, indemnify and hold harmless DCL and its affiliates, and their officers, agents, employees, successors and assigns, against any claims, loss, damage or expense, including, without limitation, payment of direct, special, incidental and consequential damages, and expenses of defending claims including attorneys' fees, arising out of or relating to Supplier's breach of obligations or gross negligence or willful misconduct with respect to the order. This duty to defend, indemnify and hold harmless extends only to any suit, claims, judgment or demand which arises out of or in connection with Supplier's performance or nonperformance of any purchase order placed by DCL, out of or in connection with Supplier's breach of warranty, out of any defect in the goods or services whenever discovered, out of any patent infringement or misappropriation of trade secrets by Supplier other than pursuant to specifications or instructions provided by DCL, or any other breach of Supplier's obligations hereunder whether such claim or suit is based upon contract, warranty, strict liability in tort, negligence, or other legal theory, and also extends not only to "third party claims" but also to any loss suffered by DCL.
27. **INSURANCE.** Supplier will, at all times, maintain with reputable insurance companies, comprehensive general liability insurance in the minimum amount of \$1 million to include coverage for any liability under any DCL purchase order and these Terms and Conditions. At DCL's reasonable request, Supplier will name DCL as an additional insured under such policies and will provide to DCL a certificate of such insurance and shall endeavor to provide 30 days prior written notice to DCL of cancellation or material change. Supplier will maintain workers' compensation insurance sufficient to cover all of its general and special employees engaged in work pursuant to any DCL purchase order and insurance against liability for personal injury or death or destruction of or damage to property arising out of work in fulfillment of any DCL purchase order and will provide evidence to DCL of such coverage upon DCL's reasonable request.
28. **DEFAULT**
- 28.1. **"Default".** Time is of the essence in the purchase order. It is a default under any purchase order and these Terms and Conditions if Supplier: (i) refuses or fails to deliver any goods or perform any services within the time specified in such purchase order except as provided herein; (ii) fails to comply with any other provision of such purchase order or Terms and Conditions; (iii) fails to make progress so as to endanger performance of such purchase order in accordance with its terms and these Terms and Conditions, or repudiates such purchase order; or (iv) the filing of a petition to have Supplier liquidated or for the winding up of its affairs. In all cases, Supplier shall be given due written notice of DCL's intent to terminate for default and shall be afforded thirty (30) calendar days to take steps satisfactory to DCL to provide adequate assurance of future performance.
- 28.2. **Termination for Default.** In the event of any default by Supplier under any purchase order or these Terms and Conditions, DCL may terminate such purchase order, with no liability owed to Supplier whatsoever. If DCL terminates any purchase order for default in whole or in part, it may acquire, under commercially reasonable terms supplies or services similar to those terminated, in which case Supplier will be liable for any excess costs for those goods or services. Upon a termination in part, Supplier will continue any work not terminated. If, after termination, it is determined that the Supplier was not in default, or that the default was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for DCL's convenience under the Paragraph below entitled "Termination for Convenience." The rights and remedies of DCL in this paragraph are in addition to any other rights and remedies provided by law or under this contract.
- 28.3. **Remedies.** The rights and remedies herein reserved to DCL shall be cumulative and additional to any other rights and remedies provided in law or equity, including without limitation the right to reclaim goods delivered if payment is not made when due.
29. **TERMINATION FOR CONVENIENCE.** DCL reserves the right to terminate this Contract, or any part hereof, for its convenience. DCL shall terminate by delivering to SELLER a Notice of Termination specifying the extent of termination and the effective date. In the event of such termination, SELLER shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this Contract, SELLER shall be paid a percentage of the Contract price reflecting the percentage of the Work performed prior to the notice of termination, plus reasonable charges SELLER can demonstrate to the satisfaction of DCL using its standard record keeping system have resulted from the termination. SELLER shall not be paid for any Work performed or costs incurred which reasonably could have been avoided.
- 29.1. The Supplier shall use its best efforts to mitigate the costs arising from such termination. In no case shall the amount payable by DCL for the terminated work exceed the price which would have been payable by DCL had the work been completed. Supplier shall, however, be entitled to all associated costs of cancellation including but not limited to: work in process, items shipped but not yet paid for, completed items not yet shipped, unusable nonstandard materials on hand at Sellers facility or on order but not yet received from Sellers suppliers plus a reasonable profit on such costs, which together may not exceed the contract price of the work canceled.
- 29.2. DCL reserves the right to take possession of and title to any partly completed work, including but not limited to any relevant tools, fixtures, jigs or by a purchase order for a period of 90 days after the order is delivered to Supplier, or for any further period to which the parties may agree upon in writing. Upon receipt of the stop-work order, Supplier will immediately take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop-work order during the period of work stoppage. Within the indicated 90 day or other longer period, DCL will either (i) cancel the stop-work order, or (ii) let such stop-work order expire, or (iii) terminate the work covered by the stop-work order either for default if DCL has given notice of such default to Supplier and Supplier has had a reasonable period of time to correct such default or for convenience as set forth in the Paragraph below entitled "Termination For Convenience", in accordance with these Terms and Conditions and the relevant purchase order. Upon cancellation or expiration of a stop-work order, the Supplier shall immediately resume work under the affected Purchase Order. If a stop-work order is cancelled or allowed to expire, and the suspension effected

thereby has an effect on the Supplier's costs or ability to meet the purchase order's delivery schedule, DCL will negotiate with the Supplier in good faith and make an adjustment in the delivery schedule or purchase price (but with no increase in profit allowed), or both, and the purchase order will be modified accordingly, but only if requested by Supplier in writing within thirty (30) days after the suspension ends.

- 29.3. The provisions of this Paragraph shall not be deemed to limit or affect the rights or remedies of DCL provided elsewhere in any purchase order, these Terms and Conditions, or provided by law in the event of default or breach by the Supplier.
30. **COMPLIANCE.** Supplier represents and warrants that all of the goods and services provided by Supplier will comply and will be manufactured and furnished by Supplier in compliance with, all applicable federal, state and local laws, regulations, orders and ordinances, including the Export Regulations (defined below) and including those applying to goods sold to the U.S. Government or for shipment in interstate commerce, and upon reasonable request Supplier will provide evidence of such compliance.
31. **CERTIFICATIONS.** Supplier hereby certifies that the goods called for by the purchase order have been or will be produced in compliance with the Fair Labor Standards Act of 1938 as amended, and regulations and orders issued by the United States Department of Labor thereafter.
32. **HAZARDOUS SUBSTANCES, MSDS AND REACH.** Supplier is required to provide a Material Safety Data Sheet (MSDS) if a product is hazardous as defined in OSHA 29 CFR 1910.1200. All MSDS will be provided to the appropriate DCL site as stated in the Purchase Order. This provision applies to all orders for chemical products and raw stocks/substrates. Although this provision includes orders for hazardous materials and chemical substances, it is not restricted to such products and may include materials such as raw stocks, substrates, resins, and broad goods.
33. **SECURITY FOR DCL INFORMATION STORED BY SUPPLIER**
- 33.1. This section shall apply if Supplier receives and holds DCL Information on its information systems. DCL wishes to ensure that Supplier has effective information security to ensure the secure storage and/or processing of DCL Information (as defined below) at Supplier's facility and to facilitate the exchange of information between DCL and Supplier. As used in this provision, "DCL Information" means (i) Proprietary Information owned by DCL or a DCL Affiliate (each such entity, a "DCL Entity"); (ii) information managed by DCL or a DCL Entity; (iii) information that DCL or a DCL Entity is obligated to manage and protect on behalf of others; and (iv) personally identifiable information relating to an identified or identifiable employee of DCL or a DCL Entity or others that is protected by various privacy laws (current or future) as applicable throughout the world including, without limitation, Social Security Number, address, telephone number, gender, birth date, medical records, driver's license number, financial account number, credit or debit card number (all subsection (iv)) defined as "PII").
- 33.2. Supplier agrees to install and implement security hardware, software, procedures and policies that will provide reasonable and effective information security. Supplier agrees to update such hardware, software, procedures and policies as may be needed from time to time to utilize improved technology and to respond to more sophisticated security threats in order to maintain a level of security protection appropriate for the information involved and the current state of security solutions.
- 34.3. Supplier shall use commercially reasonable efforts, as measured by the available technology at the time, to prevent anyone other than its authorized employees from accessing the DCL Information and assure that all DCL Information and applicable software is appropriately backed up and recoverable in the event of a disaster.
- 34.4. When Supplier is transmitting DCL Information, Supplier shall use encryption algorithms of sufficient strength to equate to 128-bit RC-4 or better. All cryptography technologies used must be published and approved by the general cryptographic community.
- 34.5. Supplier shall not store PII on any Supplier mobile computing devices (e.g. laptop computers, PDAs (personal digital assistants), etc.)
- 34.6. Supplier shall conduct appropriate background checks on all non-DCL personnel who will have access to the environment and/or DCL Information and approve those personnel based on the results of those checks. Supplier must disclose to DCL the procedures used for those employees having access to the DCL Information.
- 34.7. Supplier shall provide information and cooperation to DCL in response to any subpoena, investigation or the like seeking DCL Information and provide information and assistance for DCL to seek certification and the like relative to its information including information in the possession of Supplier. Supplier shall promptly notify DCL upon the receipt of any request requiring that DCL Information be supplied to a third party.
- 34.8. The foregoing provisions do not otherwise diminish or limit Supplier's obligations regarding the receipt, use, protection and/or disclosure of DCL Proprietary Information otherwise set forth hereunder.
35. **ORDER OF PRECEDENCE.** In the event of any conflict between these general terms and conditions and the terms of any purchase order or other applicable materials, except as otherwise explicitly agreed in writing by Supplier and DCL, the order of precedence will be: (i) the terms of any signed long term contract between the parties; (ii) these Terms and Conditions; (iii) the terms of any purchase order to the extent they are other than those set forth in these Terms and Conditions; (iv) project specifications; and (v) project drawings.
36. **FORCE MAJEURE.** Deliveries or acceptance will be subject to extension of time made necessary by reason of delays or disabilities directly affecting Supplier or DCL, respectively, occasioned by fires, floods or other catastrophes, wars, riots or embargo delays, government allocations or priorities, unforeseeable government restrictions or controls, or unusually severe weather conditions, to the extent such delays and disabilities are beyond their reasonable control in spite of prudent precautions. Performance may be delayed only to the extent reasonably caused by such event, and upon prompt written notice of the event. If such delay continues for more than 180 days, DCL may terminate in accordance with paragraph 29 above.
37. **ASSIGNMENT AND SUBCONTRACTING.** Neither a purchase order nor any interest in a purchase order may be assigned, in whole or in part by the Supplier without prior written approval by DCL, which shall not be unreasonably withheld; a change of control of the Supplier shall be considered an assignment requiring prior written approval hereunder. Any such attempted assignment without consent shall be void and shall have no effect. Neither the entirety nor any part of any purchase order may be further subcontracted by the Supplier without the prior written approval by DCL.

38. **WAIVER AND SEVERABILITY.** The failure or delay of either party to insist on performance of any provision of these Terms and Conditions or any purchase order, or to exercise any right or remedy available under these Terms and Conditions or any purchase order, will not be construed as a waiver of that provision, right, or remedy in any later instance. Further, if any provision of these Terms and Conditions or any purchase order is or becomes void or unenforceable by operation of law, the remaining provisions shall be valid and enforceable.
39. **DISPUTE RESOLUTION.** In case of any dispute, claim or controversy arising in any way, directly or indirectly, from or relating to any purchase order or any performance or work thereunder, the parties shall use all reasonable efforts to resolve the dispute in the ordinary course of business and by discussion and meeting prior to commencement of any litigation or other proceeding.
- 39.1. **Waiver of Jury.** The parties agree that any dispute, claim or controversy shall (if a trial occurs) be tried to the court sitting without a jury, notwithstanding any constitutional or statutory rights or provisions.
- 39.2. **Venue and Jurisdiction.** With respect to any dispute involving a purchase order, the parties consent to jurisdiction and venue in any state or federal court in the State of the DCL location issuing the purchase order.
- 39.3. **Continue performance during disputes.** Pending final resolution of any dispute arising under or relating to a purchase order, the parties will proceed with performance of the purchase order up to but not including shipment and Supplier's performance will be in accordance with DCL's written instructions, notwithstanding any rights to suspend or stop performance, which might otherwise apply.
40. **CHOICE OF LAW.** These terms and conditions and any purchase order shall be governed by the laws of the State of the DCL location issuing the purchase order.
41. **INTEGRATION AND MERGER.** These terms and conditions together with any long-term agreement referencing these Terms and Conditions, any nondisclosure agreement executed by the parties, and any purchase orders issued to Supplier, including attachments and documents incorporated herein or therein by reference, constitute the entire agreement between DCL and Supplier, and supersede all prior representations, agreements, understandings, and communications between DCL and Supplier. No amendment or modification of this contract or a purchase order will be binding upon either party unless it is set forth in a written instrument signed by authorized representatives of both DCL and Supplier. The rights and remedies afforded to either party pursuant to any part or provision of these Terms and Conditions, any long term agreement or any DCL purchase order are in addition to any other rights and remedies afforded by any other parts or provisions of these Terms and Conditions, any long term agreement, purchase order, by law, or otherwise.