



### 1. CONTRACTING PARTIES AND ACCEPTANCE

Ricardo, Inc. (herein called "Ricardo") and the person, firm or company accepting the Purchase Order/Scheduling Agreement (P.O.) (whose name is stated on the face of the P.O. as "SUPPLIER") (herein called "SUPPLIER") are the parties to the P.O.. The SUPPLIER has read and understands the P.O.. Except as specifically agreed by Ricardo in writing, the P.O. shall exclude all terms and conditions contained or referred to in any quotation or other document from the Supplier, and the SUPPLIER agrees to be bound by these terms and conditions.

### 2. PRICES

The price for the goods or services provided shall be as stated on the P.O. in the Unit Price and Extension. In the event of a conflict between the Quantity Ordered, the Unit Price and the Extension, the Extension shall control. To the extent that no Unit Prices or Extension are stated on the P.O., the Unit Prices charged by the SUPPLIER for the P.O. shall not exceed the Unit Prices last previously quoted or charged Ricardo for similar quantities within the immediately preceding twelve (12) months. The SUPPLIER warrants that the Unit Prices in the P.O. are as low as any net prices now given by the SUPPLIER to any other customer for the goods or services in like quantities or services. SUPPLIER agrees that if at any time before delivery of the goods or completion of the services the SUPPLIER quotes or sells at lower net prices similar goods or services in like quantities, such lower net prices shall thereupon be substituted for the prices in the P.O..

### 3. PAYMENT TERMS

Unless otherwise indicated on the face of the P.O., payment shall be in United States Dollars in the total amount stated under the Extension on the face of the P.O. Payment is due sixty (60) days from receipt of the final invoice or final delivery of goods or services, whichever is later. Failure to comply with the instructions on the face of the P.O. may delay payment, but such delay in payment shall in no way affect Ricardo's right to any cash discount allowed on the price of goods or services. Ricardo may withhold payment pending receipt of adequate evidence in such form and detail as Ricardo may require of the absence of any liens, encumbrances and claims on the goods or services delivered under the P.O.. Ricardo shall be entitled to any prompt payment discounts offered by the SUPPLIER and achieved by Ricardo.



4. SET-OFF; RECOUPMENT

All amounts due SUPPLIER will be considered net of any indebtedness of SUPPLIER as well as SUPPLIER's subsidiaries or affiliates in addition to any right of set-off or recoupment provided by law. Ricardo retains the right to set-off against or recoup from any payment or other such obligation due SUPPLIER, in whole or part, any amounts due or scheduled to become due. In the event of such set-off or recoupment, Ricardo will provide SUPPLIER a statement of account describing said set-offs or recoupments taken.

5. SPECIFICATION OF GOODS AND WARRANTY

All goods or services supplied, and work performed under the P.O. shall strictly conform to specifications, drawings, samples or other descriptions furnished or adapted by the Ricardo, and all goods or services supplied and work performed under the P.O. shall strictly conform to all applicable industry and government standards. All goods delivered or services provided shall be of first quality, new and unused unless otherwise specifically stated on the face of the P.O.. No substitutions shall be allowed without the specific written consent of an authorized Ricardo official. All goods or services are sold with all of the SUPPLIER'S commercial warranties and, in any case, warranted by the SUPPLIER to be fit, proper and free of defects in design (to the extent that the SUPPLIER furnished the design), materials, and workmanship, merchantable and sufficient and suitable for the purpose intended. In addition, the SUPPLIER acknowledges that the SUPPLIER knows of Ricardo's intended use and warrants/guarantees that all goods or services covered by the contract established by the issuance of the P.O. that have been selected, designed, manufactured or assembled by the SUPPLIER based upon Ricardo's stated use will be fit and sufficient for the particular purposes intended by Ricardo. The warranty period shall be that provided by applicable law, except that if Ricardo offers a longer warranty to its customers and the goods or services provided by the SUPPLIER are incorporated into work for a Ricardo customer, such longer period offered by Ricardo to its customers shall apply.

6. QUANTITIES

The SUPPLIER shall deliver the Quantity Ordered as stated on the face of the P.O.. Ricardo's count of the goods delivered shall be accepted as final and conclusive on all deliveries not accompanied by a packing slip indicating the quantity delivered. Any delivery in excess of Quantity Ordered may be either returned or stored by Ricardo at the SUPPLIER'S expense. If Ricardo's count shall reveal a shortage, Ricardo may at its sole option either accept such a partial delivery with pro rata reduction in price or return such partial delivery at the SUPPLIER'S expense.



7. SUPPLIER QUALITY AND INSPECTION

The SUPPLIER agrees to participate in Ricardo's supplier quality and development program(s) and to comply with all quality requirements and procedures specified by Ricardo. In addition, Ricardo shall have the right to enter SUPPLIER'S facility at reasonable times to inspect the facility, goods, materials and any property of Ricardo covered by this contract. Ricardo's inspection of the goods, whether during manufacture, prior to delivery or within a reasonable time after delivery, shall not constitute acceptance of any work-in-process or finished goods.

8. NONCONFORMING GOODS

The SUPPLIER acknowledges that Ricardo will not perform incoming inspections of the goods, and waives any rights to require Ricardo to conduct such inspections. Ricardo may reject any goods delivered or work done not in strict conformity with any requirement of the P.O. Ricardo may return any goods rejected by the Ricardo at the SUPPLIER'S expense. Ricardo's failure to reject any goods shall not be deemed to a waiver of any right hereunder or under applicable law. To the extent Ricardo rejects goods as nonconforming, the quantities under this contract will automatically be reduced unless Ricardo otherwise notifies the SUPPLIER and the price paid by Ricardo shall correspondingly be reduced. The SUPPLIER will not replace quantities so reduced without a new contract or schedule from Ricardo. Ricardo will hold Nonconforming goods in accordance with the SUPPLIER'S instructions at the SUPPLIER'S risk. The SUPPLIER'S failure to provide written instructions within 10 days, or such shorter period as may be commercially reasonable under the circumstances, after notice of nonconformity, shall entitle Ricardo, at Ricardo's option, to charge SUPPLIER for storage and handling or to dispose of the goods without liability to Ricardo. Payment for nonconforming goods shall not constitute an acceptance of them, limit or impair Ricardo's right to assert any legal or equitable remedy, or relieve the SUPPLIER'S responsibility for latent defects.

9. CHANGES IN P.O.

The goods or services to be delivered, price, terms and other items stated in the P.O. shall not be changed or substituted without the written authority of an authorized Ricardo official in accordance with these terms and conditions. Ricardo reserves the right at any time to direct changes, or cause the SUPPLIER to make changes, to drawings and specifications of the goods or services or to otherwise change the scope of the work covered by this contract including work with respect to such matters as inspection, testing or quality control.

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SUPPLIER agrees to promptly make such changes. Ricardo shall equitably adjust any difference in price or time for performance resulting from such changes after receipt of documentation in such form and detail as Ricardo may direct.

### 10. EXTRA CHARGES

All charges are included in the payment amount stated on the face of the P.O. No extra charge shall be made for wrapping, packing, cartons, boxes, crating or cartage unless such extra charge is expressly stated and incorporated in the P.O. The SUPPLIER shall pay at the SUPPLIER'S expense all taxes, including but not limited to sales and use taxes.

### 11. DELIVERY AND TRANSPORTATION

The SUPPLIER shall handle, package, store and deliver all goods at the SUPPLIER'S expense unless otherwise stated on the face of the P.O. All goods shall be delivered by the SUPPLIER to the Location indicated on the face of the P.O. on or before the Required Date indicated on either the P.O. or the release for such shipment issued by Ricardo. The SUPPLIER acknowledges and agrees that time is of the essence in providing the goods or services under the P.O. and deliveries shall be made both in the quantities and at the times specified in the P.O. Ricardo may change the rate of delivery or direct temporary suspension of deliveries at no cost to Ricardo. Where delivery schedules are not specified, SUPPLIER shall deliver goods or services in such quantities and at such times as Ricardo may direct in subsequent releases. All goods shall be suitably packaged, marked or otherwise prepared for delivery in accordance with the carrier's requirements and those of Ricardo as specified in the P.O. Goods should be delivered by the most economical means of transportation adequate to meet the Required Date unless specifically directed otherwise by Ricardo. Until delivered to, inspected by and finally accepted by Ricardo, the risk of loss and damage of all goods shall remain on the SUPPLIER.

### 12. SPECIAL ITEMS AND RICARDO MATERIAL

(a) All patterns, gauges, jigs, tools, templates, drawings, specifications and other things delivered to SUPPLIER by Ricardo or purchased or made by SUPPLIER for performance of the P.O. are called "Special Items." Any materials supplied by Ricardo are called "Ricardo Material".

(b) Special Items or Ricardo Material may not be used by SUPPLIER for any purpose other than the production of goods or work for Ricardo, must be treated by SUPPLIER as confidential and not disclosed to others, must be held by SUPPLIER in safe custody and free

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from loss or damage, must be maintained in good usable condition and must be returned to Ricardo immediately upon demand.

(c) SUPPLIER may not supply Ricardo Material to anyone other than Ricardo except with Ricardo's specific written consent.

(d) Title to Ricardo Material (whether charged to SUPPLIER or not) will not pass to SUPPLIER but will remain with Ricardo unless properly discarded as waste by the SUPPLIER, in which case, title shall reside with the SUPPLIER. The SUPPLIER shall assume the risk of loss and damage to Special Items and Ricardo Material upon delivery to SUPPLIER. Ricardo Material (whether charged to SUPPLIER or not) may only be used by SUPPLIER for fulfilling the P.O. and SUPPLIER will render to Ricardo, on request, a full and complete record of consumption.

(e) Special Items and Ricardo Material mailed to the SUPPLIER by Ricardo under the P.O. shall be insured comprehensively for their full value by the SUPPLIER and the relevant policy, to which Ricardo shall be named as an additional insured party, shall be produced to Ricardo upon demand.

### 13. PATENTS AND OTHER INTELLECTUAL PROPERTY RIGHTS

The SUPPLIER represents and warrants that goods provided under the P.O. may be used and sold anywhere in the world without infringing any patent, registered design, trademark, copyright, or similar intellectual property right. The SUPPLIER covenants and agrees to hold harmless, indemnify and defend Ricardo, its successors, assigns customers and users from and against any damages, compensation, costs, liabilities, claim and expenses resulting from any such infringement or alleged infringement (including attorney fees) arising from the goods or services provided by the SUPPLIER under the P.O. If at any time Ricardo is advised or has good cause to believe that the goods or services infringe any such patent, registered design, trademark, copyright, or similar intellectual property right, Ricardo may either, (i) cancel the P.O. without thereby incurring any liability or (ii) require the SUPPLIER to provide goods or services satisfying Ricardo's P.O. which do not so infringe. In the event of cancellation of the P.O. pursuant to this clause, the provisions of this clause remain in effect and binding upon SUPPLIER. The SUPPLIER shall give prompt written notice to Ricardo of any infringement or alleged infringement of any intellectual property rights related to the goods or services provided hereunder.



14. OWNERSHIP

As between Supplier and Ricardo, all data, information, reports and output generated by Supplier for Ricardo are for the exclusive use of Ricardo, its counsel and any use by third parties or use beyond the intended purpose shall be at the sole discretion of Ricardo, unless otherwise agreed upon by both parties in writing.

(a) Work Product

Supplier agrees to disclose and promptly furnish to Ricardo any and all technical information, computer or other specifications, documentation, reports, memoranda, works of authorship or other creative works, knowledge, or data, written, oral or otherwise expressed, originated by Supplier or its approved subs-suppliers as a result of work performed under or in anticipation of this Agreement ("**Work Product**"). Unless Ricardo agrees in writing to the contrary, Ricardo shall own all right, title and interest in and to the Work Product created pursuant to this Agreement, including all intellectual property rights therein. Upon completion of the Services or upon termination of this Agreement, Supplier will promptly, upon request, submit a final report to Ricardo and will also submit to Ricardo all Work Product prepared by Supplier as part of the performance of the Services. Supplier agrees that that all aspects of the Work Product and all work in process in connection therewith are to be considered "works made for hire" within the meaning of the United States Copyright Act of 1976, as amended, or its equivalent in the applicable jurisdiction ("**Copyright Act**"), and other applicable copyright laws, and that Ricardo is to be the author or exclusive owner of the same. If deemed not to be "work made for hire" under such Copyright Act or law for any reason, upon creation of such Work Product, Supplier hereby automatically irrevocably assigns, and agrees to assign without further consideration, the copyright in and to all such Work Product. Notwithstanding the foregoing, Supplier shall retain the right to use its general knowledge and skill included that which is gained on the project to perform similar services, provided that in doing so it will not violate the terms of this Agreement.

(b) Discoveries

All ideas, methods, procedures, improvements, inventions and discoveries (collectively, "**Discoveries**") which Supplier makes, conceives or first reduces to practice during the performance of the Services will be the sole property of Ricardo. Supplier will promptly advise Ricardo in writing of the details of any such Discovery. This Section applies only to Discoveries with respect to the Services. Nothing herein restricts Supplier from using general know-how not specifically related to the Services to be performed hereunder, nor does this Agreement restrict or deprive Supplier of any of its interests in or to any proprietary materials



that existed prior to and independent of performance of the Services (“**Pre-Existing Materials**”). If Pre-Existing Materials are delivered in connection with or as part of the deliverables, Work Product or the Services, Supplier grants to Ricardo an irrevocable, unrestricted, non-exclusive, paid-up, perpetual, worldwide license to use, duplicate modify, sublicense, distribute, display and otherwise engage such Pre-Existing Materials to enable the full use and/or benefit of the deliverables, Work Product or Services, including the right to allow third parties to do any of the foregoing on the behalf of Ricardo.

(c) Further Assurances

Supplier agrees to assist Ricardo to register, and from time to time to enforce, all intellectual property rights and other rights and protections relating to the Work Product and Discoveries in any and all countries, including, without limitation, assistance in obtaining patents and copyrights in the name of Ricardo or Ricardo's assignee. Supplier acknowledges, and will cause all approved sub-suppliers to acknowledge and agree, that Ricardo will have the right to obtain and hold in its own name the intellectual property rights in and to the applicable Work Product and Discoveries.

15. DEFAULT AND CANCELLATION

Should the SUPPLIER fail to make delivery of the goods or to perform the services in strict accordance with any requirement of the P.O., Ricardo may terminate the P.O. in whole or in part. Ricardo may then procure upon such termination under terms and conditions and in such manner as Ricardo may deem appropriate, goods or services similar to those covered by the termination of the P.O. The SUPPLIER shall be liable to the Ricardo for any excess costs for such goods or services and for all damages and costs of Ricardo related thereto. Ricardo may seek such other damages, including indirect, incidental or consequential damages, in law or equity as may be available. The SUPPLIER shall not be considered in default if such failure is due to causes beyond his control and without negligence on his part. Such causes include Acts of God or of the public enemy, fire, flood, epidemics, quarantines, freight embargoes or unusually severe weather. During the period of such delay or failure to perform by the SUPPLIER, Ricardo, at its option, may purchase goods and services from other sources and reduce its schedules to SUPPLIER by such quantities, without liability to the SUPPLIER, or have the SUPPLIER provide the goods and services from other sources in quantities and at times requested by Ricardo, and at the price set forth in this contract. In addition, the SUPPLIER at its expense shall take such actions as are necessary to ensure the supply of goods and services to Ricardo for a period of at least 30 days during any anticipated labor disruption or resulting from the expiration of the SUPPLIER'S labor



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contract(s). If requested by Ricardo, the SUPPLIER shall, within 10 days, provide adequate assurances that the delay shall not exceed 30 days. If the delay lasts more than 30 days or the SUPPLIER does not provide adequate assurance that the delay will cease within 30 days, Ricardo may immediately terminate this contract without liability. Ricardo's failure at any time to require performance by the SUPPLIER of any provision of the P.O. shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by Ricardo of a breach of any provision of the P.O. constitute a waiver of any succeeding breach of the same or any other provision. In addition, Ricardo may cancel the P.O. without any cost, expense of liability by notice received by the SUPPLIER on or before the Cancellation Date, if any, on the face of the P.O., for any reason whatsoever.

### 16. TERMINATION

The P.O. may be terminated by the Parties as follows: (i) By Ricardo after providing 90 days prior written notice to the Supplier; (ii) By either Party if the other Party repudiates or breaches any of the terms or obligations under the P.O., and, only with respect to a breach of non-monetary obligations, does not correct such failure or breach within thirty (30) days after receipt of written notice from the other Party specifying such failure or breach; or (iii) By either Party immediately and without notice at any time if the other Party is declared bankrupt or insolvent, makes an assignment for the benefit of creditors, files a petition for bankruptcy or if a receiver is appointed or any proceedings are commenced voluntarily or involuntarily, by or against the other Party under any bankruptcy or similar law.

#### (a) Termination for convenience.

Ricardo reserves the right to terminate the P.O., or any part hereof, for its sole convenience. In the event of such termination, the SUPPLIER shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers to cease work. Subject to the terms of the P.O., the SUPPLIER shall be paid a percentage of the order price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the SUPPLIER can demonstrate to the satisfaction of Ricardo using its standard record keeping system, which have resulted from the termination. The SUPPLIER shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

#### (b) Termination for cause

Ricardo may terminate the P.O., or any part hereof, for cause in the event of any default by the SUPPLIER, or if the SUPPLIER fails to comply with any terms and conditions, or fails to provide, upon request, adequate assurances of future performance. In the event of



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termination for cause, Ricardo shall not be liable to the Supplier for any amount for supplies or services not accepted, and the SUPPLIER shall be liable to Ricardo for any and all rights and remedies provided by law. If it is determined that Ricardo improperly terminated the P.O. for default, such termination shall be deemed a termination for convenience.

### (c) Effect of Termination

The termination of the P.O. shall not affect any rights of any Party which shall have accrued prior to the date of such termination, and in the event of the termination by a Party because of a breach by the other Party, the terminating Party shall retain all of its rights and remedies for the breach. Regardless of the reason for termination by either Party, RICARDO shall have the option to make a last time buy of the Product, provided that RICARDO shall pay for all Products delivered to RICARDO or its designee prior to the termination and for all Products ordered by RICARDO where SUPPLIER had commenced work on filling the order prior to the termination of the P.O., all materials purchased by SUPPLIER that cannot be used for third party products, all work-in-process and finished Products that were manufactured according to RICARDO's P.O. or releases and any unamortized tooling costs.

## 17. REMEDIES

The rights and remedies reserved to Ricardo in this contract shall be cumulative with, and additional to, all other or further remedies provided in law or equity. Without limiting the foregoing, should any goods fail to conform to the warranties set forth in the P.O., Ricardo shall notify SUPPLIER and SUPPLIER shall, if requested by Ricardo, reimburse Ricardo for any indirect, incidental and consequential damages caused by such nonconforming goods, including, but not limited to, costs, expenses and losses incurred by Ricardo (a) in inspecting, sorting, repairing or replacing such nonconforming goods; (b) resulting from production interruptions, (c) conducting recall campaigns or other corrective service actions, and (d) claims for personal injury (including death) or property damage caused by such nonconforming goods. If requested by Ricardo, SUPPLIER will enter into a separate agreement for the administration or processing of warranty chargebacks for nonconforming goods.

## 18. SUPPLIER'S INDEMNITY

The SUPPLIER shall indemnify, defend and hold Ricardo harmless from and against any and all loss, cost, damage, liability and expenses (including legal fees and expenses) that arise in connection with SUPPLIER'S performance of its obligations under or related to the P.O., including but not limited to any claim or allegation that the goods or services provided

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hereunder were defective or failed to satisfy the warranty given hereunder. This obligation is intended to cover all claims of any kind or nature including any claim for injuries or damages to persons or property, any recall or threatened recall or investigation by any governmental authority. SUPPLIER covenants to give Ricardo prompt written notice of any claim or allegation that the goods or services provided hereunder were defective or failed to conform to the warranty given hereunder, of any claim, proceeding or litigation seeking damages as result to such defect or failure and of any governmental investigation, or recall or threatened recall. The provisions of this clause shall survive the expiration or termination of the P.O.

### 19. INSURANCE

SUPPLIER shall maintain comprehensive general liability insurance and automobile liability insurance in the amount of \$2.0 million per occurrence and workers compensation insurance as required by statute. Ricardo shall be named as an additional insured under the comprehensive general liability and automobile insurance policies. At Ricardo's request, SUPPLIER shall, for a period of 10 years after the provision of goods or goods hereunder, maintain product liability insurance coverage for the goods provided hereunder in such amounts and with such exceptions as is customary in the Ricardo's industry. Ricardo shall be named as an additional insured under such product liability policy. SUPPLIER shall provide Ricardo upon request, with proof of the existence of such insurance. SUPPLIER'S insurance shall be primary and SUPPLIER shall waive or have waived any and all subrogation actions against Ricardo.

### 20. PUBLICITY

The SUPPLIER shall not, without first obtaining the written consent of the Ricardo, in any manner advertise or publish the fact that the SUPPLIER has contracted to furnish the Ricardo the goods or services provided under the P.O..

### 21. ASSIGNMENT AND SUBCONTRATING

The SUPPLIER shall not assign the P.O. or any right herein and no part of it may be subcontracted without the prior written consent of the Ricardo.

### 22. RELATIONSHIP OF THE PARTIES

Ricardo and the SUPPLIER are independent contracting parties. Nothing in the P.O. shall make either party the agent or legal representative of the other for any purpose whatsoever. Neither party shall have any authority to assume or to create any obligation on behalf of or in the name of the other. The parties are not joint venturers or partners in any manner



23. COMPLIANCE WITH LAWS; EMPLOYMENT/BUSINESS PRACTICES

SUPPLIER will comply with the Ricardo Code of Conduct published at the date the order is placed, which are located at:

<http://www.ricardo.com/en-GB/Who-we-are/Code-of-Conduct/>

SUPPLIER, and any goods or services supplied by SUPPLIER, shall comply with all applicable laws, rules, regulations, orders, conventions, ordinances or standards of the country(ies) of destination or that relate to the manufacture, labeling, transportation, importation, exportation, licensing, approval or certification of the goods or services, including, but not limited to, those relating to environmental matters, data protection and privacy, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health/safety and motor vehicle safety. SUPPLIER further represents that neither it nor any of its subcontractors will utilize child, slave, prisoner or any other form of forced or involuntary labor, or engage in abusive employment or corrupt business practices, in the supply of goods or provision of services under this Contract. SUPPLIER agrees to comply with all applicable anti-corruption laws, including the U.S. Foreign Corrupt Practices Act, and that neither it nor any of its subcontractors will directly or indirectly provide or offer to provide, anything of value to or for the benefit of, any official or employee of a governmental authority to obtain or retain any contract, business opportunity, or other benefit, or to influence any act or decision of that person in his/her official capacity. Upon request, SUPPLIER shall certify in writing its compliance with the foregoing. SUPPLIER shall indemnify and hold Ricardo and their prime contractors, and Ricardo's officers, director, agents and employees harmless from and against any liability claims, demands or expenses (including attorney's or other professional fees) arising from or relating to SUPPLIER's non-compliance.

24. CONFLICT MINERALS DISCLOSURE

SUPPLIER warrants compliance with Section 1502, Conflict Minerals Provision, of the Wall Street Reform and Consumer Protection Act, known as the Dodd-Frank Act, (the "Act") and its implementing regulations. SUPPLIER commits to having in place supply chain policies and processes requiring it has undertaken or will undertake the following:

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- (a) A reasonable inquiry into the country of origin of Conflict Minerals incorporated into products it provides Ricardo;
- (b) The necessary due diligence of its supply chain to determine if Conflict Minerals are sourced from the DRC and/or DRC countries directly or indirectly that support unlawful conflict there;
- (c) Any risk assessment and mitigation actions necessary to implement these country of origin inquiries and due diligence procedures; and,
- (d) Provide disclosure to Ricardo on all its P.O.s/Subcontracts for products containing “conflict minerals” that are delivered during the calendar year by March 31 of the following calendar year. SUPPLIER shall provide this disclosure by completing and submitting the Conflict Minerals Reporting Template (CMRT) which has been developed, controlled, and issued by the Conflict-Free Sourcing Initiative (CFSI). This form is available through the CFSI website:

[www.conflictreesourcing.org](http://www.conflictreesourcing.org)

### 25. APPLICABLE LAW AND DISPUTES

The P.O. shall be governed by the laws of the State of Michigan. SUPPLIER consents to service and jurisdiction in Michigan for purposes of any action or proceeding arising under the P.O. SUPPLIER may bring any action or proceeding by SUPPLIER against Ricardo only in the court(s) having jurisdiction over the location of Ricardo from which this contract is issued. SUPPLIER agrees that, at Ricardo’s sole discretion, Ricardo may elect to resolve any matter in dispute or issue under the P.O. under binding arbitration and SUPPLIER agrees to accept binding arbitration if elected by Ricardo. In the event of a dispute or issue under the P.O., the SUPPLIER agrees to keep working during the resolution of the dispute.

### 26. EXPORT CONTROL

SUPPLIER shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this contract. In the absence of available license exemptions/exceptions, SUPPLIER shall be responsible for obtaining the appropriate licenses or other approvals, if required, for

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exports of hardware, technical data, and software, or for the provision of technical assistance. SUPPLIER shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed on-site at (name of government facility omitted), where the foreign person will have access to export controlled technical data. SUPPLIER shall be responsible for all regulatory record keeping r SUPPLIER requirements associated with the use of licenses and license exemptions/exception. SUPPLIER shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

### 27. FLOWDOWN PROVISIONS

The SUPPLIER acknowledges that some or all of the goods or services under the P.O. may be provided under a prime contract issued by a third party, including the United States Government (the "Prime Contract"). The SUPPLIER agrees that any clauses or requirements of the Prime Contract required to be incorporated into subcontracts thereunder are hereby incorporated into the P.O. by reference. In the event that a conflict or ambiguity exists between the P.O. and the Prime Contract, the terms and conditions, or interpretation thereof, most favorable to Ricardo shall control.

### 28. HEADINGS OF CLAUSES

The headings to the Clauses of these Terms and Condition's shall not affect the construction hereof.

### 29. ENTIRE AGREEMENT

The P.O. incorporates the complete and entire agreement, between SUPPLIER and Ricardo with reference to the subject matter hereof, and there are no other written or oral agreements, understandings, representations or warranties, express or implied, relating thereto between the parties. No modification or amendment of the P.O. shall be binding upon the parties except in writing specifically referring to the P.O. and executed by the parties hereto.

### 30. SEVERABILITY

If any part of the P.O. is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term(s) shall be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of the P.O. shall remain in full force and effect.