



**STANDARD PURCHASE ORDER TERMS AND
CONDITIONS**

Identifier:
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(EN)**

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**STANDARD PURCHASE ORDER
TERMS AND CONDITIONS
LINDE PROCESS PLANTS CANADA, INC.**

Issue	Date	Issued for	Prepared by	Reviewed by	Approved by
1	2024-02-01	First Issue	Andreas Mieske	Nelson Martinez Tom Gutting	Torsten Krause



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1. Definitions.

"Affiliated Company(s)" means a company that owns or controls, or is owned or controlled by a party to the Purchase Order, or two or more companies under common control or ownership of a parent company, through owning or controlling 50% (fifty per cent) or more of the voting stock of such company or party respectively, either directly or indirectly through a chain of ownership or control of 50% (fifty per cent) or more of the voting stock in each tier of such chain

"Buyer" shall mean Linde Process Plants Canada, Inc..

"Client" shall mean the person or business entity with whom Buyer has contracted to supply the Work, which in certain cases could also be the Owner/User.

"Company Group" means the Buyer and its Affiliated Company(s), their employees, agents, officers, directors, stockholders, representatives, and insurers. Company Group does not include Seller and its subcontractors, vendors, and suppliers.

"Equipment" means all materials, components, and services which Buyer is required to provide to Client which is associated with the Work.

"Indemnified Parties" means Company Group and the Client and/or Owner/User, their subcontractors, vendors, and suppliers participating in the Project, and all of their employees, agents, officers, directors, stockholders, and insurers.

"Owner/User" shall mean the owner and/or operator of the facilities in which the Work is installed.

"Project" means the engineering and procurement project, and/or construction project at a plant site, in which the Work is a part thereof.

"Purchase Order" shall mean and refer to the purchase order issued by Buyer to Seller in connection with the Work, together with all documents attached thereto or incorporated therein by reference.

"Seller" shall mean the person or business entity identified as the seller of Work in the Purchase Order.

"Work" shall mean, refer to, and include the products, materials, supplies, equipment and/or services covered by the Purchase Order of which these Standard Purchase Order Terms and Conditions for Vendors and Site Services are a part.

2. Integration and Acceptance of Purchase Order. UNLESS SPECIFICALLY AGREED TO IN WRITING BY BUYER, OR SPECIFICALLY REFERENCED IN THE PURCHASE ORDER, BUYER'S TERMS AND CONDITIONS REPRESENT THE ONLY TERMS AND CONDITIONS APPLICABLE TO THE ORDER NOTWITHSTANDING ANY STATEMENTS TO THE CONTRARY WHICH MAY BE CONTAINED IN SELLER'S WRITTEN PROPOSAL OR ACKNOWLEDGMENT OR ANY OTHER DOCUMENT PROVIDED BY SELLER, WHICH ARE HEREBY OBJECTED TO BY BUYER.

3. Warranties. Seller expressly warrants and represents to Buyer, Client, and/or Owner/User of the Work as follows:

(a) The Work shall be new and of merchantable quality, free of defects in design, engineering, materials, and workmanship, free of rights of third parties, free of all liens and encumbrances, and fit for the purpose intended as shown or implied from the specifications which are part of the Purchase Order. The Work shall comply with good and sound design/engineering practices and shall comply in all respects to the Law, shall be of good workmanship and quality, and shall conform in all respects to the specifications, drawings, performance guarantees, and requirements of the Purchase Order. Unless otherwise stated in the Purchase Order, The above warranties will be in effect for a period of the longer of (i) eighteen (18) months from the date such products

are used or placed in operation and such services are performed and (ii) the standard warranty period provided by Seller for such products and/or services or twenty-four (24) months after the date of completion of delivery of all components of the Work, including documentation, or in the event of latent defects or non-conformities, within the time periods established by applicable Law. All repairs or replacements shall carry an additional warranty of not less than (12) months after the date of the repair or replacement. If Seller does not replace, repair or re-perform, as applicable, within a reasonable time after notice, Buyer may do so at seller's expense. This warranty shall not prevent or otherwise limit Buyer from enforcing any legal guarantees or warranty rights or remedies under applicable Law.

- (b) Professional services provided shall comply with the highest engineering standards and practices and shall conform in all respects to the specifications, drawings, and requirements of the Purchase Order.
- (c) The use and sale of the Work will not infringe any patent, design, trademark, name, copyright, trade secret or other intellectual property right. In the event of patent infringement, in addition to other remedies of Buyer, Seller shall, upon the written consent of Buyer, either replace or modify the Work to the extent required to avoid infringement, or procure an irrevocable, royalty-free license to use, modify, repair and maintain the Work at the plant site of the Project. The foregoing indemnity shall not apply to the extent of any designs and engineering provided by Buyer in connection with the Work.
- (d) The Work will be adequately contained, packaged, marked and labeled in compliance with all applicable laws and regulations, and that instructions and information, including but not limited to, Material Safety Data Sheets, required by Law or necessary for the safe and proper use of the Work, will be provided to Buyer.

4. Breach of Warranty. In the event of defects and nonconformities in the Work, Seller will, at Buyer's option and at Seller's expense, either repair or replace same without delay. In the event that the making of such repairs or replacements requires the field removal of materials and equipment and/or the uncovering, reinstallation, and/or recovering of any Work in place, same shall be done at Seller's expense. Seller shall also be responsible for all indirect costs (including, but not limited to, transportation costs) associated with repair or replacing of defective equipment, materials or supplies. In the event that the Seller requests Buyer to return the materials and equipment (or any parts or components thereof) to Seller, Buyer will do so in conformance with Seller's instructions and at Seller's expense. In the event that Seller fails to repair or replace defects or nonconformities within a reasonable period of time, Buyer, may at its sole option, repair or replace the defects or nonconformities and recover all costs from Seller. The foregoing remedies are cumulative and are in addition to any other remedies available to Buyer at law, in equity or under the Purchase Order.

5. Indemnity. SELLER AGREES TO INDEMNIFY, DEFEND AND HOLD INDEMNIFIED PARTIES FREE AND HARMLESS FROM ANY AND ALL ACTUAL OR ALLEGED LIABILITY, EXPENSES, CLAIMS, LOSSES, LITIGATION COSTS (ATTORNEYS' FEES, EXPERT WITNESS FEES, ETC.) WHICH IN ANY MANNER ARISE OUT OF, RELATE TO, OR ARE CONNECTED WITH THE PERFORMANCE OF THE WORK BY SELLER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, AND SUPPLIERS, INCLUDING BUT NOT LIMITED TO, DAMAGES ARISING OUT OF PERSONAL INJURY OR DEATH TO ANY PERSON (INCLUDING BUT NOT LIMITED TO EMPLOYEES OF SELLER, ITS SUBCONTRACTORS OR SUPPLIERS), PROPERTY OR ENVIRONMENTAL DAMAGE,



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VIOLATION OF LAW, OR OTHERWISE, EXCEPT ONLY FOR CLAIMS PROXIMATELY RESULTING FROM THE SOLE NEGLIGENCE OF INDEMNIFIED PARTIES. TO THE EXTENT THAT ALL OR ANY PART OF THIS PARAGRAPH VIOLATES APPLICABLE LAW, THIS PARAGRAPH SHALL NEVERTHELESS REMAIN OPERATIVE FOR THE EXPRESSED PURPOSES AND SHALL BE ENFORCED TO THE FULLEST EXTENT AS MAY BE ALLOWED BY LAW.

SELLER AGREES, AT SELLER'S EXPENSE, TO PROTECT, INDEMNIFY, AND DEFEND INDEMNIFIED PARTIES FROM ANY AND ALL CLAIMS, DEMANDS, OBLIGATIONS, LIABILITIES, LOSSES, INJURIES, DAMAGES, COSTS, EXPENSES, ATTORNEYS' FEES, CAUSES OF ACTION, SUITS AND/OR JUDGMENTS ARISING OUT OF THE INFRINGEMENT OF ANY PATENT, DESIGN, TRADEMARK, NAME, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHT.

SELLER WILL INDEMNIFY AND SAVE INDEMNIFIED PARTIES HARMLESS FROM ALL LIABILITY ARISING FROM SELLER'S FAILURE TO MAKE ANY PAYMENTS FOR TAXES, DUTIES, AND PERMITS.

6. Delivery Schedule. Strict compliance with the delivery dates set forth in this Purchase Order shall be considered a material obligation of Seller hereunder. Buyer shall be notified immediately of any deviation from the stated schedule. If any products are not delivered within the time specified in this order, or within a reasonable time if no time is specified, Buyer may either (i) refuse to accept such products and terminate this order, or (ii) cause Seller to ship the products by the most expeditious means of transportation whereupon any additional transportation charges in excess of those which would apply for the usual means of transportation shall be for the account of Seller, or (iii) Buyer may procure replacement products or services and Seller will be responsible for all costs incurred by Buyer as a result of such late deliveries.

7. Taxes, Duties, and Permits. Seller shall pay all applicable income and other taxes imposed generally on Seller's business operations, and foreign and/or United States federal, state or local income, franchise, payroll (including Medicare, FICA, unemployment taxes, and other employee mandated withholding taxes for employees of Seller or its subcontractors, vendors, or suppliers), import duties, custom fees, value added taxes, and sales/use taxes on equipment, machinery, tools, consumables, supplies and systems, purchased, owned, rented, or leased by Seller or its subcontractors, vendors, and suppliers for use in accomplishing the Work. The aforementioned taxes are included in the prices set forth in the Purchase Order and Seller shall remit same directly to the appropriate taxing authorities. Buyer shall pay state and local sales or use taxes in Canada (unless otherwise exempt) normally imposed on Buyer to the extent applicable to Buyer's purchase of materials or services from Seller associated with the Work, and said taxes shall separately itemized in all invoices presented to Buyer and are included in the prices set forth in the Purchase Order. Seller shall not invoice any taxes where Buyer has "direct pay" permit. Seller shall not invoice taxes with rate exceeding the rate specified in Buyer's Purchase Order. Seller shall obtain all permits, authorizations, registrations, or approvals from any governmental authority as may be required to execute the Work at the expense of Seller which costs are included in the Purchase Order price.

8. Variation Orders. The Purchase Order price is firm and not subject to any cost extras or escalation. No additional charges of any kind by Seller are authorized other than as provided in a variation order issued in writing by Buyer. Buyer reserves the right to make changes or modifications to the Work from time

to time, including, but not limited to, scope and delivery schedule. NO COST EXTRAS WILL BE PAID OR WORK AUTHORIZED EXCEPT PURSUANT TO A WRITTEN VARIATION ORDER SIGNED BY AN AUTHORIZED REPRESENTATIVE OF BUYER AND ISSUED FROM BUYER'S HOME OFFICE.

9. Inspection and Quality Control. Seller represents that it has instituted a quality control/quality assurance program capable of providing the finished goods to quality required and in compliance with contract specifications. If requested, Seller shall provide written documentation regarding Seller's quality control program. Buyer shall be entitled at any time to inspect and examine the Work at Seller's or its subcontractor's facilities. The Work is also subject to inspection by Client and Owner/User at any time. Review and/or approval of drawings, designs or technical information provided by Seller, or inspection, waiver of inspection, or failure to properly inspect the Work, by Buyer or Client and/or Owner/User, shall in no event operate as an acceptance of the Work or as a waiver of any rights of Buyer with respect to defects therein, or in any way release Seller from responsibility to conform to the Purchase Order requirements, specifications, warranties, and good workmanship. Seller shall not be released from its contractual or warranty obligations with respect to said Work by virtue of acceptance or review/approval, final payment, inspection, or waiver of inspection.

10. Acceptance; Title and Risk of Loss. Except as otherwise expressly provided in this order, acceptance of any of the products and or services shall not occur until Buyer has been given a reasonable opportunity to inspect and test such products and services after arrival at destination or after completion of installation or completion of the services, if Seller is obligated to install the products or perform any services. Buyer may reject any non-conformance or defective products at any location at which Buyer discovers the non-conformance or defect in the products or services, if Seller fails to promptly correct said non-conformance or defect after being given the opportunity to do so. Seller shall pay the cost of inspecting and testing of products rejected and all transportation charges thereon. Except as otherwise mutually agreed in writing, delivery will occur, and title and risk of loss will transfer, when: (i) with respect to products not incorporated into services, products are accepted and are placed in operation or into Buyer's storage facility; and (ii) with respect to product incorporated into services, the completed services have been accepted by Buyer.

11. Confidentiality. All specifications, data, drawings, and information which are supplied by Buyer to Seller in connection with this Purchase Order shall remain the property of Buyer, and shall not be disclosed to third parties or used for any purpose other than the performance of the Work under the Purchase Order. All of said information, including all copies thereof, shall be returned to Buyer upon request.

12. Termination/Suspension. Buyer may terminate all or any part of this Purchase Order at any time upon written notice to Seller (i) for convenience, (ii) if Seller fails to complete or deliver any part thereof when required, (iii) if Seller is in breach of any material term of this order, or (iv) if Seller is insolvent, makes a general assignment for the benefit of creditors, has any proceeding brought by or against it seeking any reorganization, rearrangement, composition, readjustment, liquidation, dissolution, or similar relief, under the present or any future bankruptcy or other statute, law or regulation.

If terminating for convenience, Buyer will pay Seller termination charges equal to the actual cost of materials and labor incurred (and not otherwise mitigated) on ordered products or services prior to the date of Buyer's termination notice; provided Seller takes all steps reasonably necessary to mitigate such costs. Seller will notify Buyer of the actual termination charges within thirty (30) days



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after Buyer's termination for convenience notice and shall deliver all Work Product forming the basis for reimbursement of these costs. Payment to Seller shall be limited to the part of the Purchase Order price corresponding to the work performed until such termination for convenience and Seller shall not be entitled to additional compensation for anticipated or prospective profits on unperformed or unfurnished Work Product, or for any indirect or consequential losses. Buyer's costs shall not exceed the Purchase Order value at the time of issuance of the termination for convenience notice.

If termination is due to a failure of completion or delivery or breach of any material term of the order, or insolvency or other bankruptcy event described above, no termination charges will apply and Buyer may procure substitute products or services and Seller will be liable to Buyer for any excess costs incurred by Buyer. In such event the Purchase Order price shall be adjusted for these excess costs and Seller shall not be entitled to compensation for anticipated or prospective profits on unperformed or unfurnished Work Product, or for any indirect or consequential losses.

13. Transportation Charges. Except as otherwise mutually agreed to in writing, (a) where transportation charges are separately charged to Buyer by Seller, such charges shall in no event exceed the lowest legal freight charges via the carrier or routing specified herein, in effect on the date of shipment, and (b) where transportation charges are allowed to Buyer by Seller, such allowance shall not exceed the actual freight charges paid by Buyer.

14. Invoices, Payment, Security, and Retainage. Unless otherwise stated in the Purchase Order, payment terms shall be 100 per cent net within ninety (90) days after final shipment and acceptance of the Work and receipt of acceptable invoices by Buyer. Buyer reserves the right to require additional security for the performance of Seller's obligations, including cash holdbacks, bank guarantees, letters of credit, or performance bonds. Invoices with identifying Purchase Order number shall be submitted to Buyer in three (3) copies, including other information as required by Buyer or as requested in the Purchase Order. Notwithstanding any of the terms of this agreement, Seller agrees that if it does not bring said invoices, costs, expenses, or other amounts due from Buyer under the terms of the applicable Purchase Order within such time frame, it hereby waives any rights associated with such claims, including but not limited to, mechanics or materialmen's lien rights or any claims for additional compensation regardless as to the validity of the claims. Invoices not conforming to this paragraph shall not be accepted and shall be returned to Seller. The time period for payment shall commence upon receipt of the corrected invoice.

15. Force Majeure. Any delay in or failure of performance by either party hereto shall be excused if and to the extent caused by a "Force Majeure Event". A Force Majeure Event is an occurrence beyond the reasonable control and without the fault or negligence of the party affected and for which the affected party is unable to prevent or provide against by the exercise of reasonable diligence or foresight which shall include acts of God or the public enemy, terrorist attacks, landslides, expropriation or confiscation of facilities, law, (civil) war, rebellion, sabotage or riots, earthquakes, floods, hurricanes, fires, explosions, or other catastrophes, and global pandemics.

In the event Seller by reason of a Force Majeure Event is rendered unable to perform any of its obligations or comply with any conditions under the Purchase Order, Seller shall give written notice to Buyer not later than twenty four (24) hours after the occurrence of such Force Majeure Event, with a description of the particulars of the Force Majeure Event, including the estimated duration and the effect thereof and the probable impact on the delivery schedule. Buyer will review Seller's circumstances to confirm Seller is using reasonable and diligent

efforts to remedy, eliminate, and/or mitigate the effects and consequences thereof with all reasonable dispatch. The time for Seller's performance may be extended, but such relief shall be conditioned upon Seller's initial and continued satisfaction of the notice, reporting, remedy and mitigation, and other requirements of this paragraph in relation to said Force Majeure Event. Under no circumstances shall Seller be entitled to any compensation or damages of any kind or character related to a Force Majeure Event, other than an extension of time for performance submitted under paragraph 11 which shall be Seller's sole remedy. Buyer shall be entitled at its option to terminate this Purchase Order for convenience pursuant to paragraph 12 at any time if the duration of the Force Majeure Event is expected to extend more than thirty (30) days.

Force Majeure may not be claimed in the following situations: (1) breakdown in machinery or equipment used to perform the Work; or (2) difficult weather conditions, such as extended rain events or wind storms, snow, and ice, which could be reasonably expected to be encountered, or (3) strike or labor conflict, or (4) insolvency or failure or inability to pay its debts by Seller or its subcontractors, vendors, and suppliers, or (5) shortages, delays, or inability to obtain labor, services, materials, or equipment, unless caused by conditions that constitute a Force Majeure Event, or (6) for delays that result of Seller's or his agents, affiliates and / or subcontractors default and / or negligence including but not limited to not adhering to Owner's HSE regulations including industry approved regulations related to global pandemics.

16. Independent Contractor. It is the express intention of the parties hereto that at all times the status of Seller shall be that of an independent contractor, and the relationship of Buyer and Seller shall in no event be construed to be that of principal and agent or master and servant or be considered a joint venture for any purpose. Buyer shall not have authority to control the means and details of the Work or supervise and instruct Seller's employees, representatives, or subcontractor, vendors, or suppliers. Seller acknowledges that it has the duty to provide continuous adequate supervision of its personnel and subcontractors, suppliers, and vendors in connection with the performance of the Work.

17. Anti-Discrimination. 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 or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

18. Export Control. Seller agrees to fully comply with all applicable United States and Canada export control laws, regulations, and orders as amended, and the export and/or import control laws and regulations of other countries. If applicable, Seller assumes responsibility for obtaining any export license or other approvals. Seller agrees to notify Buyer in advance if any deliverable under this Purchase Order or method of transportation is restricted or prohibited by any export control laws or regulations. SELLER SHALL INDEMNIFY AND DEFEND BUYER FROM ALL COSTS, EXPENSES, PENALTIES, ACTIONS, CLAIMS, OR LIABILITIES, INCLUDING ATTORNEYS' FEES, ARISING FROM A VIOLATION OF THE PROVISIONS OF THIS CLAUSE. To the extent that all or any part of this paragraph violates applicable or local law, this paragraph shall be enforced to the fullest extent as may be allowed by law.

In this document, "Law(s)" means the latest revision or enactment of all valid applicable laws, rules, regulations, standards, codes, charter, act, statute,



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ordinance, code, regulation, final judgment, decrees, order of court, or legislative or administrative action, issued by any national, supranational, federal, state, municipal, or local governments or any legislative or administrative action of any agency, department, authority, political subdivision or other instrumentality thereof having jurisdiction over Seller or the Work including, but not limited to, all those pertaining to transportation, labor, safety, health, welfare and conduct of employees, prohibition of certain telecommunications and video surveillance equipment and services, packaging, labeling, environmental, material, manufacturing, workmanship, design, engineering, fabrication, installation, or otherwise applicable to the performance of the WORK. Law(s) shall include specified standards or objective criteria contained in any applicable permit or approval (which standards or criteria must be met in order for the Work to be performed or operated lawfully) and professional engineering standards applicable to the Work. Law(s) also includes, but is not limited to, FAR 52.219-8 "Utilization of small business concerns"; FAR 52.219-9, "Small business subcontracting plan"; FAR 52.222-26 "Equal opportunity"; FAR 52.222-35 "Equal opportunity for disabled veterans and veterans of the Vietnam era"; FAR 52.222-36 "Affirmative action for workers with disabilities"; FAR 52.222-39 "Notification of employee rights concerning payment of union dues and fees"; FAR 52.247-64 "Preference for privately owned U.S.-flag commercial vessels"; and to the extent applicable, compliance with the flowdown and reporting obligations set forth in FAR 52.204-25, "Prohibition on contracting for certain telecommunications and video surveillance services or equipment."

19. Governing Law and Dispute Resolution. ALL CLAIMS, DISPUTES AND OTHER MATTERS IN QUESTION ARISING OUT OF, OR RELATING TO, THIS PURCHASE ORDER OR THE BREACH THEREOF, SHALL BE DECIDED BY BINDING ARBITRATION IN ACCORDANCE WITH THE CANADIAN CONSTRUCTION INDUSTRY ARBITRATION RULES OF THE CANADIAN ARBITRATION ASSOCIATION, TO BE HELD IN ALBERTA, CANADA. Notice of the demand for arbitration shall be filed in writing with the other party or parties to this Purchase Order and with the Canadian Arbitration Association. In no event shall the arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Any decision or award rendered by at least a majority of the arbitrators shall be final and judgment may be entered upon it under the Federal Arbitration Act or state law as may be applicable. The Purchase Order shall be governed by and construed in accordance with the laws of Alberta, Canada excluding the law of conflict. The UN Convention for the international sale of goods shall not apply. Seller consents to the venue and personal jurisdiction of Alberta, Canada federal or state courts exclusively to adjudicate disputes arising out of this contract or to enforce the provisions of this arbitration clause.

20. Corporate Responsibility

- (a) Seller shall comply with the requirements of the 'Code of Conduct for the Linde Group, a copy of which may be found at [Linde's website](#) (hereinafter referred to as "Code of Conduct").
- (b) Seller shall demonstrate compliance with the requirements of the Code of Conduct at the request and to the satisfaction of Buyer by providing data or conducting self-assessments.
- (c) If Buyer has reason to believe that Seller may be in material breach of the requirements laid out in the Code of Conduct, Buyer or a third party appointed by Buyer may conduct inspections at Seller's premises in order to verify Seller's compliance with the requirements of the Code of Conduct. Buyer shall use all reasonable efforts to ensure that all inspections will be conducted in accordance with any applicable data protection law and shall neither unreasonably interfere with Seller's business activities nor violate any of Seller's confidentiality agreements with third parties. Sellers shall reasonably

cooperate with any inspections conducted. Each party shall bear its own expenses in connection with such inspection.

- (d) In addition to any other rights and remedies, if Seller is in material breach of the Code of Conduct or fails to remedy any breach, after written notification about the breach by Buyer, Buyer shall have the right to terminate the Purchase Order without any liability whatsoever.
- (e) Material breaches include, but are not limited to, incidents of forced or child labor, corruption and bribery, and failure to comply with the Code of Conduct's environmental protection requirements.

21. NO GRATUITY; FCPA. Neither party will offer or give any gratuity to induce any person or entity to enter into, execute or perform any term or condition of this order or any other agreement between the parties. Each party further represents that it has knowledge and understanding of the Foreign Corrupt Practices Act of the United States of America ("FCPA"), and that no principal, partner, officer, director or employee of Seller is or will become an official of any governmental body of any country (other than the U.S.) in which Seller provides Products for Buyer during the term period which this order covers. Each party agrees that it shall not, in the conduct of its performance under this order, and with regard to any funds, assets, or records relating thereto, offer, pay, give, or promise to pay or give, directly or indirectly, any payment or gift of any money or thing of value to (i) any non-U.S. government official to influence any acts or decisions of such official or to induce such official to use his influence with the local government to effect or influence the decision of such government in order to assist that party in its performance of its obligations under this order or to benefit the other party; (ii) any political party or candidate for public office for such purpose; or (iii) any person if that party knows or has reason to know that such money or thing of value will be offered, promised, paid, or given, directly or indirectly, to any official, political party, or candidate for such purpose. Seller shall defend, indemnify, and hold harmless Buyer, from and against any and all claims, losses, damages, expenses and liabilities, including attorney fees, arising from the failure of Seller to comply with the FCPA. In addition in the event Seller violates the FCPA, Buyer may terminate this order, without liability and the order shall in the event of termination by Buyer be rendered void.