Sale or Lease of any Products or Services is expressly conditioned on Buyer's assent to these Terms and Conditions. Any additional or different terms proposed by Buyer are expressly objected to and will not be binding upon Seller unless agreed to in writing by Seller; provided however, that no pre-printed facility entry form shall modify these Terms and Conditions even if signed by Seller's representative. Any oral or written representation, warranty, course of dealing or trade usage shall not be construed to modify, amend, or supplement these Terms and Conditions.

Overcome the effect of the delay, if Seller is delayed by any acts (or omissions) of Buyer, or by the prerequisite work of other Buyer's contractors or suppliers, Seller shall be entitled to an equitable price and performance adjustment.

7. Compliance with Laws, Codes and Standards. 6.1 Seller represents that the Products will be produced in compliance with all applicable Federal, State, and local laws, Federal, State and local codes, and applicable standards, laws, and codes related to nonregulation and equal employment opportunity.

8.7 Buyer's and Seller's rights, obligations and remedies arising out of or relating to the Products or Services are limited to those provided herein, including any and all exclusions, limitations, and exclusions of the provisions of this Article. 8.3 If Buyer is supplying Seller's Products or Services to a third party, Buyer shall require the third party to agree to be bound by the provisions of this Article. 8.2 Seller shall not be liable for, or in breach of its obligations under the Contract to the extent that any delay or performance failure is caused by or attributable to events beyond its control, including government action or inaction, labor dispute, fire, explosion, embargo, war, terrorism, acts of nature, foodstuffs, and other causes beyond its control.

8.4 Seller's liability for breach of warranty to Buyer with respect to any Product or Service shall be limited to its liability under the terms of the Contract or agreement to repair or replace the Product or Service, or to refund the purchase price or to pay for reasonable replacement cost. In no event shall Seller be liable for any incidental, special, indirect, or consequential damages, including but not limited to lost income or profits, cost of substitute or replacement equipment, or any similar cost or expense of any nature, resulting from Seller's breach of warranty to Buyer.

6.6 Seller's obligations are conditioned upon Buyer's compliance with all applicable trade control laws and regulations. Buyer shall not supply the Products or Services to any party that is the subject of U.S. economic sanctions. Buyer shall be solely responsible for obtaining and maintaining any governmental authorizations or certifications, including, without limitation, the submission and approval of a split prevention and control plan, on all processing, notification, and record retention requirements, and such other permit or registration, if any, required by governmental authorities.

Buyer shall be solely responsible for obtaining and maintaining any governmental authorizations or certifications needed for Buyer to import, export, or re-export the Products. Buyer shall indemnify and hold Seller harmless for any and all costs of Seller's collection efforts including reasonable attorney's fees.

8.6 If Buyer is supplying Seller's Products or Services to a third party, Buyer shall require the third party to agree to be bound by the provisions of this Article and Buyer shall indemnify and hold Seller harmless with respect to any claims made by the third party in excess of the limitations and exclusions of this Article. 8.5 If Buyer does not obtain this agreement for Seller's benefit, Buyer shall indemnify, defend and hold Seller harmless against any and all claims made by the third party in excess of the limitations and exclusions of this Article. If Buyer is supplying Seller's Products or Services to a third party, Buyer shall require the third party to agree to be bound by the provisions of this Article and Buyer shall indemnify and hold Seller harmless with respect to any claims made by the third party in excess of the limitations and exclusions of this Article.
11. Health and Safety Matters. 11.1 Buyer shall take all necessary precautions, at all times, for the health and safety of Seller personnel at the Site. These include, but are not limited to providing to Seller for review, and instructing Seller's personnel regarding, (a) the safe and effective use of all tools, equipment, materials, and processes; (b) the location of all fire extinguishers and other emergency equipment and procedures; and (c) the identification of any hazardous chemicals and the procedures to be followed in their use. 11.2 Seller will promptly, and, if feasible, before such conditions are disturbed, notify Buyer in writing of: (i) subsurface, latent conditions, or other conditions which a reasonable person would consider hazardous; and/or (ii) conditions at the Site, including archeological remains, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. Buyer shall promptly investigate those conditions. If it is determined that exposure to Hazardous Materials, or unsafe working conditions, Seller may, in addition to other rights or remedies available to it, evacuate some or all of its personnel from the Site, suspend performance of all or any part of the Contract, and/or transfer such work to another party. Any delay which results shall be considered excusable.

11.3 If, in Seller's reasonable opinion, the safe execution of the Contract, is or is apt to be, impaired by security concerns, local conditions, war (declared or undeclared), armed conflict or threatened conflict, civil unrest, terrorist acts or threats, or other events that threaten the health and safety of Seller personnel, Buyer shall cause the conditions to be removed and/or changed to ensure safe and effective lock-out/tag-out procedures; and conducting periodic safety meetings.

12.1 Buyer shall provide Seller access to the Site and any other facilities free of charge, including the operating and development environment and information, as necessary for Seller's performance of the Contract. Prior to Seller starting any work at the Site, Buyer will (i) provide documentation that identifies any existing Hazardous Materials on or about the Site, and (ii) allow Seller, at its option, access to the Site to perform or have performed a Site evaluation, including without limitation, a review of applicable documents and visual examination of the Site. Whether or not Seller conducts any evaluation, Seller will have no responsibility or liability for existing Site conditions. Whether or not Seller conducts any evaluation, Seller will have no responsibility or liability for existing Site conditions.

12.2 Seller shall promptly, and, if feasible, before such conditions are disturbed, notify Buyer in writing of: (i) subsurface, latent conditions, or other conditions which a reasonable person would consider hazardous; and/or (ii) conditions at the Site, including archeological remains, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. Buyer shall promptly investigate those conditions. If it is determined that conditions do materially differ and cause an increase in Seller's cost of, or the time required for performance of any part of the work under the Contract, the parties shall make an equitable adjustment in price and schedule and modify the Contract in writing accordingly.

12.3 If, at the Site, Seller encounters Hazardous Materials that require special handling or disposal, Buyer shall immediately take whatever precautions are required to eliminate legally the hazardous conditions so that the work under the Contract may safely proceed. Seller shall not be obligated to commence or continue work until Buyer causes the hazardous conditions to be removed. If any such Hazardous Materials cause an increase in Seller’s cost of or time required for performance of any part of the work, the parties shall make an equitable adjustment in price and schedule and modify the Contract in writing accordingly.

13. Termination and Suspension. 13.1 Buyer may terminate the Contract (or any portion thereof) for cause if Seller: (i) substantially breaches a material obligation which does not otherwise have a specified contractual remedy, provided that: (a) Buyer shall first provide written notice of the breach (including a specific identification of the breach); (b) Buyer shall have failed, within 30 days after receipt of the notice (or such extended period as is considered reasonable by the parties), to (i) cure the breach or (ii) provide reasonable evidence that the breach is being cured; (c) Buyer shall have failed, within 30 days of notice of the breach, to provide reasonable evidence that it will cure the breach; (d) the breach is not excusable; and (e) the breach is not excusable; or (ii) terminates the Contract as provided in this Section. Buyer may terminate the Contract as provided in this Section: (a) Buyer shall pay to Seller the portion of the Contract price allocable to the terminated scope and the actual expenses for services performed before the date of termination, plus a cancellation charge equal to 10% of the Contract price allocable to the terminated Product or Service, whichever is greater. Seller shall be paid for all hours worked at Seller's then-current standard time and material rates and (ii) for Services performed before the effective date of termination, plus a cancellation charge equal to 15% of the Contract price allocable to the unperformed Product or Services. Seller’s performance shall be for all hours worked, in connection with the uncompleted work, at Seller’s then-current standard time and material rates. 13.2 Buyer shall pay any reasonable expenses incurred by Seller in connection with a suspension or termination, including expenses for reposition, fee collection, demobilization/remobilization or costs of storage during suspension upon submission of Buyer’s invoice(s). Performance of Seller’s obligations shall be extended for a period of time reasonably necessary to overcome the emergency or to complete any Services in progress at the time of termination. 13.3 Related to any termination (or any portion thereof) is terminated for any reason other than those set forth in Section 13.1 above, Buyer shall pay Seller for all Products completed or partially completed,Lease Fees incurred, and Services performed before the effective date of termination, plus a cancellation charge equal to 15% of the Contract price allocable to the terminated Product or Service, whichever is greater. Buyer shall be paid for all hours worked at Seller's then-current standard time and material rates and (ii) for Services performed before the effective date of termination, plus a cancellation charge equal to 15% of the Contract price allocable to the unperformed Product or Services. Seller’s performance shall be for all hours worked, in connection with the uncompleted work, at Seller’s then-current standard time and material rates.

14. Software, Lease Equipment, Remote Environmental Services, Remote Diagnostic Services, PCB Services, EPC Services. 14.1 If Seller provides any software to Buyer, the terms of this Contract shall apply including the Software License Agreement between the parties. 14.2 If Seller provides any lease equipment to Buyer, the terms of this Contract shall apply including the Lease Agreement between the parties. 14.3 If Seller provides any remote environmental services to Buyer, the terms of this Contract shall apply including the Remote Environmental Services Agreement between the parties. 14.4 If Seller provides any remote diagnostic services to Buyer, the terms of this Contract shall apply including the Remote Diagnostic Services Agreement between the parties. 14.5 If Seller provides any PCB services to Buyer, the terms of this Contract shall apply including the PCB Services Agreement between the parties. 14.6 If there is any conflict between these terms and the terms of any applicable addendum, the terms of the addendum shall prevail.

15. Intellectual Property Indemnification. 15.1 Subject to the terms of the Contract, Seller shall indemnify Buyer against any damages, costs and expenses arising out of any suit, claim, or proceeding (“a Claim”) alleging that Products or Services infringe a patent in effect in the U.S., an EU member state or country of delivery (provided there is a corresponding patent issued by the U.S. or an EU member state), or a U.S. copyright or copyright registered in the country of delivery; provided that: (a) Buyer promptly notifies Seller in writing of such a Claim; (b) Buyer makes no admission of liability and gives Seller sole, absolute authority, at Seller's expense, to direct all control, defense and settlement, and compromise negotiations; and (c) Buyer provides Seller with full disclosure of the facts as they become known to Buyer.

16.1 Risk and Responsibility for Losses. 16.1.1 Buyer shall be responsible for all Risk of Loss or Damage to, Hazardous Materials; energization and de-energization of all power systems (electrical, mechanical and hydraulic) using safe and effective lock-out/tag-out procedures; and conducting periodic safety meetings.

17. Inspection and Factory Tests. The quality control exercised by Seller in its manufacture of Seller shall be in accordance with calendar year 2013, a month's notice, and regulations, and procedures, and procedures shall be similar to the procedures under which Buyer's products are manufactured by Seller, to the extent that the Contract requires. Buyer shall attempt to accommodate Buyer's requests to witness Seller's factory tests of Products, if such witnessing can be arranged without delaying the work. Buyer shall be responsible for any delay caused by Buyer's failure to provide Buyer to any or all of the Site and working conditions and make recommendations to Buyer concerning them. Whether or not Seller conducts any evaluation, Seller will have no responsibility or liability for existing Site conditions.