



# 1. GENERAL TERMS & CONDITIONS (“GTC”) FOR SALE OF GOODS & SERVICES

## 1.1. DEFINITIONS

These General Terms and Conditions (“GTC”) are hereby incorporated into any and all proposals, quotes and deliverables from SWJ TECHNOLOGY U.S. LLC, ProjectOne US LLC, North Georgia Engineering & Automation, LLC, as well as SWJ TECHNOLOGY CA (hereafter collectively or individually referred to as “SWJ”). SWJ is further referred to as the “supplier” of goods, i.e., drawings, calculations, plans, services, testing, verification, planning, software licenses and online systems, management or other deliverables such as tools, handhelds, assist devices, equipment, packaging, containers, etc. (collectively called “deliverables”) identified in the proposal provided by SWJ.

SWJ shall supply deliverables to the customer, and the customer shall purchase deliverables from SWJ in accordance with these GTC and the proposal as hereinafter provided. All deliverables provided by SWJ to the customer shall meet the specifications, drawings, plans, samples, models, designs, conditions, schedules, performance specifications and/or the quality requirements as agreed between the customer and SWJ prior to submitting the proposal (collectively “specifications”) or agreed upon with the purchase order based on the proposal and these GTC. Hereinafter SWJ and the customer may also be referred to individually as a “party” or collectively as “parties”; the “agents of a party” shall include said party’s agents, servants, employees, officers, directors, members, shareholders, contractors, subcontractors, and related entities.

Additionally, the rules, conditions, terms, and agreements may also govern the engagement of any vendor, supplier, or contractor to SWJ and any form of deliverables, provisions or subcontracts of vendors or suppliers to SWJ. All paragraphs, but specifically 2.5, 2.7, as well as 3.7, and 4.18 are applicable to the work relationship and may not be changed without written consent of both parties.

## 1.2. ENTIRE AGREEMENT

The entire agreement between the customer and SWJ is contained in the proposal and the GTC, unless a superseding master service agreement (MSA) or master purchase agreement (MPA) is executed by the customer and SWJ, which may supersede conditions of the GTC but still references the proposal as the main description of scope, conditions, deliverables and pricing. In all other cases, the GTC and the proposal supersede all prior negotiations or communications, and all prior negotiations are merged into this GTC and the proposal, and the items incorporated and/or referenced therein.

**No other oral or written promises, terms, and/or conditions which are not set forth in the GTC or the proposal shall be binding upon SWJ. The customer acknowledges to have read and understood the GTC, the proposal and all other related documents referenced herein and therein.**

## 1.3. ACCEPTANCE

**The customer’s written acceptance via signature on quoted work, response via email, text or facsimile or the provision of a purchase order in reference to a proposal or quote of SWJ shall constitute acceptance by the customer of the GTC and the proposal.**

**Any additional or different terms or conditions stated by the customer in any acknowledgement form, or in the customer’s own form of acceptance, or otherwise indicated by the customer (oral or written) acknowledging or accepting this proposal, is deemed by SWJ to be a material alteration of the proposal and is hereby objected to and rejected by SWJ, unless such modification or change is specifically accepted, in writing, by SWJ. However, the mere execution of any other business form by SWJ shall not operate to modify the proposal. SWJ’s delivery and/or the customer’s acceptance of the deliverables shall not constitute acceptance by SWJ of any such additional or different terms or conditions which are not specifically accepted by SWJ in writing.**

SWJ shall not be responsible for any costs or expenses incurred or caused by the customer without prior written consent of SWJ, nor shall SWJ be liable nor responsible for any deliverable after the customer has taken possession thereof and signed full control, responsibility and acceptance of the deliverable up to and including any loss, damage or potential halt of production, which after delivering SWJ’s services is sole responsibility and liability of the customer receiving such services.

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**1.4. TERM**

The term of this proposal shall be as specified on the front of the proposal, as it may be agreed in writing by SWJ and the customer from time to time, unless earlier terminated as provided herein.

**1.5. INVOICING AND PAYMENT**

The purchase price of the deliverables is as set forth in the proposal. In general, the customer shall pay each SWJ invoice within 30 days or as specified in the proposal, unless otherwise agreed through superseding master service or master purchase agreement (MSA/MPA) between both parties. If deemed earlier than 30 days, but no later than 30 days of receipt, and in the currency specified on the proposal, the customer agrees to pay invoices in full without any deductions or withholdings. **The customer shall incur interest of 4% of the invoicing amount for each month in which SWJ's invoice is not timely paid by the customer.** SWJ shall have the right to recover, recoup and/or set-off any amounts that are or will become due or payable to the customer from SWJ or SWJ's agents plus **penalty charges of \$200 flat for each late payment.** Contractors or suppliers to SWJ will be paid upon receipt of payment of the customer.

Additionally, SWJ reserves the right to change and request earlier payment terms or upfront payment for projects of larger size, from customers with lower than A+ credibility and in case installation or upfront material cost are relevant to the success of the project.

**Payments are to be submitted to the following address:**

**SWJ or NGE or P1  
2730 University Boulevard East  
Tuscaloosa, AL 35404**

**1.6. CHANGES**

Prices stated in the proposal are firm for the duration of the proposal, except that prices may be adjusted for changes in volume, requirements, raw material costs, labor or other manufacturing costs, development costs, currency valuation, or for any other material change in costs to SWJ. Any proposed request for price change by SWJ will be submitted to the customer's purchasing department in writing no less than fourteen (14) days in advance of the requested effective date of the price change. Payment and delivery shall constitute acceptance of deliverables. Changes in quantity, price, requirements, terms, conditions, or delivery shall be made only with written authorization executed by the customer's authorized agent, which includes additional working days (e.g. weekends or Holidays).

The customer reserves the right to change quantities, delivery schedule and/or Specifications upon reasonable notice to the SWJ and proposed compensation for such changes. The customer shall submit any change requests in writing to SWJ. If SWJ claims that such changes or any other circumstance justify a change in price or time for performance, SWJ shall notify the customer in writing within ten (10) days of the occurrence giving rise to the SWJ's claim or thirty (30) days prior to commencing the changed work (whichever occurs first). SWJ's notice shall include sufficient documentation in support of the claim to enable the customer to evaluate its merits. All of SWJ's charges for changed or extra work are subject to approval by the customer and may incur upcharge from the original pricing.

Failure by SWJ to provide such notice shall be SWJ's acknowledgement that no equitable adjustment to price or delivery is justified. Pending resolution of any claim, SWJ shall proceed with its work as directed by the customer. Should any such claim for extra compensation or damages arise from any act or neglect of the customer's customer, the customer's agents, or from any contractor employed by the customer's customer other than the customer, or from any other cause not initiated by the customer, SWJ shall be entitled to such extra compensation or damages or portions thereof which the customer recovers from its customer, customer's agent or contractor for SWJ's work. In case SWJ accepts the changes and the customer acknowledges and accepts the change order from SWJ including its change in price, resolution of deliveries, the customer shall pay SWJ for all of agreed and accepted change orders in the amount stated in the change order with no delay and according to standard payment terms (see 2.5).

**1.7. WARRANTIES**

SWJ represents and warrants that all deliverables shall be provided in accordance with the GTC and proposal and meet the specifications set forth in the proposal. SWJ further represents and warrants that all the deliverables shall be as to the best ability of the team member working on or performing the service, free and clear of all liens, defects, claims, encumbrances and/or interests of any other person, firm or corporation, including without limitation, SWJ's subcontractor(s); and shall be provided to the Quality Standards of SWJ, including but not limited to 4-eye principle to review any design, plan or workmanship.

This warranty shall expire with the acceptance of the customer and the customer resumes all responsibilities, liabilities, and warranties for deliverables with signed acceptance, but no later than 30 days from delivery date. Additionally, SWJ's warranties are conditioned upon the customer's

- i) proper storage, installation, use, operation, and maintenance of deliverables

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- ii) keeping accurate records of operation and maintenance during the warranty period and providing SWJ access to said records; and
- iii) modification or repair of deliverables only as authorized in writing by SWJ's authorized representative.

The customer's failure to comply with any of these conditions shall render SWJ's warranties and remedies null and void. The warranties and remedies provided in this section and the Inspection section, below, are the exclusive warranties and remedies of the customer, and are in lieu of all other warranties, guaranties and remedies for any and all claims by the customer arising out of or related to a failure of or defect in the deliverables, regardless of when the failure or defect arises, and whether a claim, however described, is based in contract, warranty, indemnity, tort/extra-contractual liability (including without limitation, negligence), strict liability or otherwise.

**SWJ makes no representation or warranty, either express or implied, as to the fitness, condition, or particular purpose of the deliverables. SWJ disclaims all warranties, expressed and implied, as to the fitness, condition, and particular purpose of the deliverables, except those specifically provided herein. SWJ hereby disclaims all warranties of merchantability and warranties for fitness for a particular purpose. SWJ further disclaims all other warranties, express or implied, except as expressly set forth in these GTC. The customer assumes all responsibilities and all liabilities for deliverables after delivery.**

## 2. OTHER TERMS, AGREEMENTS AND NON-DISCLOSURE

### 2.1. INTELLECTUAL PROPERTY ("IP") OWNERSHIP

"IP" means inventions, discoveries, improvements, know-how, technical data, drawings, specifications, models, process information, reports and documented information; and computer software or systems including but limited to web-based and online systems as well as calculations; and all legally protectable elements, enhancements, modifications or derivative works of any of the foregoing. IP further includes all worldwide, common law, and statutory rights to the foregoing, including but not limited to, patents, industrial designs, trade secrets, copyrights, mask work registrations, and the like.

### 2.2. BACKGROUND IP

SWJ shall retain ownership of all IP owned or developed by SWJ prior to the effective date of or outside the scope of the proposal ("Background IP"). SWJ grants to the customer, and to the customer's customers and end-users and OEMs, nonexclusive, paid-for worldwide license or user agreements, such Background IP; and offers exclusive use or custom-build solutions including deliverables (systems, drawings, calculations, etc.), as may be required in each case for the purpose of exploiting the customer's rights in the deliverables but not to the extent of the customer owning or using such systems developed by SWJ without SWJ's consent.

### 2.3. FOREGROUND IP

All IP developed or amended from commercial IP (excluding background IP) or developed solely for the customer and used, or first reduced to practice by, for, or with SWJ, under the proposal, in performance of the proposal (collectively, "Foreground IP") shall be the property of the customer – except, any such system, software or IP has been developed by SWJ in general and only provided to the customer for use in a specific project (either without or with user fee/charge or license fee). To the extent Foreground IP consists of works of authorship, such works shall be works made for hire with the copyrights vesting in the customer. The customer and the customer's customers, OEMs and end-users, grant to SWJ a non-exclusive, royalty-free right to reproduce, modify, practice and prepare derivative works of any Foreground IP solely as necessary for SWJ to perform its obligations under the proposal and may use presentations and description to advertise the development of foreground IP, except that, notwithstanding the foregoing, SWJ may not disclose proprietary information and materials other than permitted under the proposal or by nature of background IP and owned by SWJ. Notwithstanding anything to the contrary contained in the proposal or GTC, SWJ shall have an irrevocable, nonexclusive, sub-licensable, perpetual, paid-up, royalty-free, worldwide license to use any Foreground IP developed by or with SWJ in the deliverables for SWJ's business.

### 2.4. TOOLING & EQUIPMENT

If this proposal includes the customer's purchase, payment and/or reimbursement to SWJ for services, engineering, designs, plans, drawings, CAD Drawings, CATIA, samples, tooling, jigs, dies, gauges, fixtures, molds, patterns, equipment, supplies, materials and other items (collectively "tooling") to be utilized by SWJ in supplying deliverables to the customer, then the customer shall pay or reimburse SWJ the amount as expressly specified in the proposal for such tooling. **The customer acknowledges and agrees that SWJ is not the manufacturer or manufacturer's**

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**agent of tooling and SWJ makes no representation or warranty, express or implied, as to the fitness, condition, or particular purpose of the tooling. SWJ disclaims all warranties, expressed and implied, as to the fitness, condition, and particular purpose of the tooling.**

SWJ shall have no liability to the customer or the customer's agents for any claims, demands, losses, costs, or fees (including but not limited to consequential, special, direct, indirect, and incidental damages, including without limitation, any interruption of the customer's production or business and any losses such as anticipatory damages, lost profits, recalls, customer and/or field service activities, personnel and administrative costs, inspection costs, handling and reworking costs, and/or personal injury or death). All tooling, including but not limited to any such tooling provided by, designed by or assembled by SWJ or SWJ's subsidiaries, and replacements, additions, improvements and accessories thereto, as well as all title therein, shall be vested and held by SWJ as "customer's property" and as a bailment. The customer waives any lien or other rights that SWJ might otherwise have on or in any tooling, and the customer shall bear all risk and insure against all loss, theft and/or damage to tooling. The customer shall be responsible for the cost of repairing and/or replacing any stolen, damaged, or destroyed tooling regardless of cause or fault. At the customer's sole expense, the customer shall regularly inspect, maintain, and repair all tooling at the highest industry standards. SWJ shall only use tooling for the customer's intended purposes. SWJ shall identify and tag tooling as the customer's personal property, and shall not commingle tooling with the property of any third-party, nor use any tooling for any purposes or benefits other than the performance of SWJ's obligations under the proposal, without the prior written consent of the customer. To the extent that any of the tooling comprises Confidential Information or intellectual Property, SWJ and SWJ's agents shall handle, treat, and protect said tooling in accordance with the requirements under the Confidential Information section of the GTC. SWJ shall not move tooling from the agreed upon location without the prior written consent of the customer. SWJ and SWJ's agents shall use tooling in accordance with the customer's and manufacturer's instructions, as well as all international, federal, state, and local conventions, treaties, laws, statutes, ordinances, rules, and regulations. At reasonable times and with reasonable notice, the customer shall have the right, but not the obligation, to enter SWJ's and SWJ's agent's respective premises and inspect tooling and tooling records. SWJ and SWJ's agent(s) shall not sell, lend, rent, encumber, pledge, transfer or otherwise dispose of tooling. SWJ and SWJ's agent(s) agree that the customer has the unilateral right, for any or no reason, and without payment of any kind, to retake possession and/or request return of tooling. At the customer's request and sole expense, SWJ shall deliver tooling to the customer ex works (Incoterms 2000) at the customer's plant, packed and marked as required by the customer. SWJ and SWJ's agents shall be reasonably compensated for their work in accordance with any such delivery. If SWJ and SWJ's agent(s) fail to release tooling as provided herein, the customer may obtain a writ of possession.

**2.5. DELIVERY, PACKAGING, SHIPMENT OR TRAVEL**

Time is of the essence. Unless otherwise expressly stated in the proposal, all deliverables shall be **delivered by SWJ to the customer "FOB Customer's Plant."** Unless otherwise expressly stated in the proposal (which may show EXW and the responsibility of the customer to pick-up and ship from SWJ's facility with all cost of transportation being the responsibility of the customer), all deliverables imported to the United States shall be delivered by SWJ "DDP - Customer's Plant" (as defined in Incoterms 2000). The customer shall be liable for and shall insure for and against all risk of loss from deliverables until delivery at the customer's facility. The customer shall be liable and responsible for any damage or incurred cost of deliverable from the date, time, and location of delivery.

All storage, handling, packaging, and other transportation charges (including but not limited to terminal switching charges) shall be as provided in the proposal. SWJ's prices shall not include customs duties, expenses, and tariffs, as well as all federal, state, provincial and local taxes (including but not limited to all import taxes, excise taxes and sales taxes). Unless otherwise provided in the proposal, SWJ shall

- i) pack and mark the deliverables covered by this proposal to be shipped so as to meet all safety and carrier requirements, secure the lowest transportation rates available for the timeframe required, and assure arrivals to ship-to-point free of damage or deterioration
- ii) be responsible for the deliverables until delivered at the designated delivery location in the proposal
- iii) properly mark each package with the proposal number
- iv) show the proposal number on packing slips, bills of lading and invoices
- v) assure that packing slips accompany each shipment; and
- vi) submit invoices promptly.

SWJ shall be responsible for all fines, penalties and charges assessed by the customer resulting from SWJ's failure to comply with GTC and the proposal, which shall be debited by the customer from SWJ's account. If SWJ has reason to believe that deliveries will not be made as required by the proposal, SWJ shall provide the customer with written notice of the cause(s) of the anticipated delay. If any travel of SWJ is required for the performance of the project under this proposal or becomes necessary to successfully finish the project or is required by the customer, the customer agrees to reimburse all travel cost according to IRS rules and regulations (currently \$0.545 per mile) and air-travel will be reimbursed at cost plus 5% handling/booking fees. Hotel lodging and per-diem will be reimbursed at cost and against receipt.

**2.6. CONFIDENTIAL INFORMATION**

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The parties shall maintain all documents and information marked as "Confidential Information" in strict confidence. All IP, specifications, drawings, data, material, technical, business, financial or other information furnished by a party which is not publicly available at the time of disclosure, as well as all legally protectable elements, enhancements, modifications or derivative works thereof, shall constitute confidential and proprietary information ("Confidential Information") which is and shall remain the property of the disclosing party. SWJ and the customer, as well as any officer, manager, team member or agent of each party shall treat all confidential information as strictly confidential and utilize the confidential information solely for the intended purpose under this proposal and shall not use confidential information for any other purpose without the prior written consent of an authorized agent of the disclosing party. Neither party shall reproduce, disseminate, or publish confidential information or any portion of the confidential information, and shall take all necessary precautions to prevent such an occurrence, and shall return all confidential information, copies, compilations, and summaries thereof, immediately upon the request of the disclosing. The customer confirms to have all team members, officers, managers, or agents informed of its confidentiality agreement with SWJ.

**2.7. INSURANCE**

Prior to commencement of SWJ's work under the proposal, the parties shall maintain commercially reasonable insured as customary in the industry. Each customer shall obtain and provide proof of the following insurance to SWJ and SWJ proof of insurance to its customers, including:

- Commercial General Liability
- Professional Liability and Personal Injury Liability
- Broad Form Property Damage
- Errors and Omissions
- Incidental Malpractice (if needed), and
- Automobile Liability Insurance (covering all vehicles, whether owned, hired, rented, borrowed or otherwise, with available limits of not less than \$1,000,000 combined single limit for bodily injury and property damage per occurrence.)
- The Umbrella liability insurance shall have coverage with at least with \$3,000,000 per occurrence and aggregate.
- Worker's Compensation Insurance shall be in accordance with the applicable laws relating to workers' compensation and with coverage of not less than \$1,000,000 per incident with respect to all employees working on or about SWJ's premises.

At SWJ's request, the other party shall provide certificates, certified copies of the policies, liability insurances, and all endorsements. The customer's insurance shall be primary, and any insurance maintained by SWJ is considered excess and non-contributory.

**3. LEGAL TERMS AND JURISDICTION**

**3.1. INDEMNIFICATION**

**SWJ shall defend, indemnify, and hold the customer harmless from and against all claims, judgments, demands, losses, costs, penalties, fees (including reasonable attorneys' fees and litigation costs), expenses, liabilities and damages caused by SWJ's and/or SWJ's agent's actions, omissions or breaches of this agreement.**

**The customer shall defend, indemnify, and hold SWJ harmless from and against all claims, judgments, demands, losses, costs, penalties, fees (including reasonable attorneys' fees and litigation costs), expenses, liabilities and damages caused by the customer's and/or the customer's agent's actions, omissions or breaches of this agreement.**

The customers, vendors, and suppliers provide their **Insurance Certificates** to SWJ showing that SWJ has been named an additional insured under the customer's policies (see paragraph 6) if not agreed otherwise in purchase order between the parties.

**3.2. ASSIGNMENT**

The customer shall not assign, transfer, or novate the proposal and GTC without the prior written consent of SWJ, which consent shall not be unreasonably conditioned, delayed or withheld. SWJ may assign, transfer or novate its rights and obligations under the GTC and proposal, in whole or in part, to any of SWJ's affiliates or may assign any of its accounts receivable under this proposal to any party without the customer's consent. The customer agrees to execute any documents that may be necessary to complete SWJ's assignment or novation. The delegation or assignment by the customer of any or all its rights or obligations under the proposal without SWJ's prior written consent (which consent shall not be unreasonably withheld) shall be void.

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**3.3. INSOLVENCY**

If SWJ or the customer ceases to conduct its operation in the normal course of business, including but not limited to any inability to meet obligations as they mature, or if any proceeding under the bankruptcy or insolvency laws is brought by or against SWJ or the customer, or a receiver for SWJ or the customer is appointed or applied for, or an assignment for the benefit of creditors is made by SWJ or the customer, this agreement and correlating proposals or purchase orders may be terminated without liability.

**3.4. CANCELLATION**

The customer may cancel a contract based on the proposal and GTC by **providing sixty (60) day notice**. If the customer terminates the proposal pursuant to the above, the customer shall reimburse SWJ that portion of the price allocable to the deliverables completed and that portion of the price allocable to the deliverables in process until end of the notice period, plus expenses reasonably incurred by SWJ in connection with the termination, as well as all unrecovered overhead, repossession, fee collection (including reasonable attorneys' fees), demobilization, and storage and shipping costs.

**SWJ** may cancel this agreement and correlating proposal or purchase order if the customer defaults or fails to perform, repudiates, breaches, or threatens to breach this proposal or any warranty under this proposal. If the proposal (or any portion thereof) is terminated for any reason other than SWJ's default or insolvency (as set forth in 4.3. above), The customer shall pay SWJ for all deliverables completed before the effective date of termination, plus expenses reasonably incurred by SWJ in connection with the termination. The customer shall also pay SWJ, as liquidated damages, an amount equal to 50% of the amount remaining under the proposal plus expenses reasonably incurred by SWJ in connection with the termination, as well as all unrecovered overhead, repossession, fee collection (including reasonable attorneys' fees), demobilization, and storage and shipping costs.

**3.5. TERMINATION**

**Either the customer or SWJ may terminate the proposal** (or the portion affected) by providing thirty (30) days' written notice after a force majeure event which is reasonably expected to last more than ninety (90) days. In such case, the customer shall pay SWJ for all deliverables completed as of date of termination, and all deliverables in process as of the date of termination. For any suspension or extended delay, the customer shall also pay all reasonable expenses incurred by SWJ relating to same, including, but not limited to, expenses for repossession, fee collection, demobilization/remobilization, and storage and shipping costs.

**3.6. CONTROLLING LAW, JURISDICTION AND VENUE**

**This proposal has been negotiated and agreed upon in the State of Alabama, U.S.A.**, and the parties expressly agree that all the terms, conditions, rights and duties of the parties under the GTC and/or proposal shall be governed exclusively by the substantive and procedural laws of the State of Alabama, U.S.A., which are in effect as of the date of the proposal, but without regard to conflicts of law principles.

**In order to induce the parties to enter this agreement, and regardless of any place to which the parties may maintain their legal domicile or principal place of business, as applicable, and to the fullest extent permitted by law, each party agrees and consents that all actions or proceedings arising directly, indirectly or otherwise in connection with this agreement, and the deliverables and performance thereof, shall be litigated in the circuit court of Tuscaloosa County, Alabama or in the United States District Court for the Northern District of Alabama, Western Division, and hereby irrevocably consent to the jurisdiction of and venue in such court, and waive any and all jurisdictional and venue defenses that said party or parties may have to institution of such an action in such court.**

**3.7. WAIVER**

No delay or omission to exercise any right or power arising under this proposal shall impair any such right or power or be construed to be a waiver of any such right or power. No waiver of any breach of any term of this proposal shall be deemed a waiver of any succeeding breach, nor shall such waiver be deemed a modification of the terms of the GTC or the proposal, or as a waiver, acquiescence in or consent to any further or succeeding breach of the same term or condition.

**3.8. SEVERABILITY AND BINDING EFFECT**

Each provision hereof shall be separate and independent and shall be valid and enforceable to the fullest extent allowed by law. If any provision hereof or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, such provisions shall be deemed severed as to that person or circumstance, and the remaining provisions hereof or the application of such provision to persons or circumstances

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other than those as to which it is invalid or unenforceable shall not be affected thereby. All provisions shall be binding upon, inure to the benefit of, and be enforceable by each party's successors and assigns to the same extent as if named as a party hereto.

**3.9. FORCE MAJEURE**

If SWJ is unable to supply deliverables, or the customer is unable to purchase or receive deliverables, due to a "Force Majeure" event or occurrence beyond its respective control and without its respective fault, then any delay or failure of performance will only be excused as long as that event or occurrence continues and the affected party provides written notice of the event and the expected duration thereof. "Force Majeure" includes an act of God, act of a public enemy, war, ordinance, blockage, rioting, lightning, fire, storm, hurricane, flood, explosion, act, or restraint by government, epidemic, landslide, earthquake, or washout. During any delay or failure due to Force Majeure, the customer may procure substitute deliverables after giving SWJ opportunity and up to 45 days to make substitute arrangements. Only in case substitute arrangements through SWJ fail, the customer may procure substitute. The customer will be responsible for any cost for substitute procurement and SWJ will not be able to invoice any of parts procured by the customer from or through substitute arrangements.

**3.10. RELATIONSHIP OF THE PARTIES**

The customer and SWJ as well as any supplier, vendor or contractor to SWJ are independent contracting parties and nothing contained in this proposal shall be deemed to make either the customer or SWJ or any contractor to SWJ to be the agent of the other, or to create a partnership or joint venture, as neither the customer nor SWJ has any authority to control, assume or create any obligation on behalf of the other party.

**3.11. COMPLIANCE WITH ALL LAWS / ANTI-CORRUPTION**

The parties, and all deliverables as well as team members provided or employed by SWJ, shall comply with all applicable local, state, federal and international rules, regulations, orders, conventions, treaties, laws, ordinances and standards of the location of origin and the location of destination. Upon request, each party shall certify compliance. Without acting as a limitation, each party shall comply with

- i) all applicable country laws relating to anti-corruption and/or anti-bribery, including, but not limited to, legislation implementing the Organization for Economic Co-operation and Development "Convention on Combating Bribery of Foreign Public Officials in International Business Transactions" (the "OECD Convention") or other anti-corruption/anti-bribery convention; and
- ii) the requirements of the Foreign Corrupt Practices Act, as amended, ("FCPA") (15 U.S.C. §§78dd-1, et. seq.) regardless of whether said party is within the jurisdiction of the United States. Neither party shall directly nor indirectly, pay, offer, give, or promise to pay or give, money or anything of value to a public official or any person in violation of the FCPA and/or in violation of any applicable country laws relating to anti-corruption or anti-bribery. Each party warrants that each party and its respective agents have not offered or given, or will offer or give, any gratuities to the other party's agents for the purpose of securing the proposal or securing favorable treatment from the customer. Each party's internal policies, procedures and codes are not intended to, and do not, create any right or benefit enforceable by the other party.

**3.12. TRADE CONTROL COMPLIANCE**

The parties shall comply with all export and import laws, regulations, decrees, orders, and policies of the United States Government and the government of any country in which the parties conduct business pursuant to the proposal, including but not limited to the Export Administration Regulations ("EAR") of the U.S. Department of Commerce, the International Traffic in Arms Regulations ("ITAR") of the U.S. Department of State, the U.S. Customs & Border Protection Regulations, the Harmonized Tariff Schedule, and the anti-boycott and embargo regulations and guidelines as set forth in the EAR and in the U.S. Department of the Treasury, Office of Foreign Assets Control (collectively, "Trade Control Laws"). Each party shall control the disclosure of, and access to, controlled items or technical data provided by the customer related to performance of the proposal in compliance with all applicable Trade Control Laws. Neither party shall transfer (to include transfer to foreign persons employed by or associated with, or under contract to SWJ, or SWJ's USMCA affiliated companies or SWJ's non-U.S. affiliates or subsidiaries) any export-controlled item, data or services, without providing advance notice to the customer and obtaining the requisite export and/or import authority. Each party shall notify the other party if any deliverables are restricted by trade Control Laws. Subject to applicable Trade Control Laws, each party shall provide the other party with the export control classification of any commodity or technology, including but not limited to software. Each party represents that it maintains an effective export/import control compliance program in accordance with all applicable Trade Control Laws. If either party is engaged in the business of exporting or manufacturing defense articles or furnishing defense services, said party represents that it is registered with the Office of Defense Trade Controls. Each party shall promptly notify the other party if a party is, or becomes, listed in any Denied Parties List or if a party's export privileges are otherwise denied, suspended or revoked in whole or in part by any governmental entity. If a party is a signatory under the other party's export license or export agreement (e.g., TAA, MLA), said shall provide prompt notification of changed circumstances that could affect the performance under the proposal. Each party shall timely inform the other party of any actual or alleged violations of any applicable Trade Control Laws, including any suits, actions, proceedings, notices,

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		Appr.: WKN

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citations, inquiries, or other communications from any government agency concerning any actual or alleged violations which concern performance under the proposal and GTC and shall comply with all reasonable requests from the other party for information or documents regarding any such violations.

**3.13. LIMITATION OF DAMAGES**

Neither the customer nor SWJ shall be liable for any consequential, punitive, exemplary, special, direct, indirect, and/or incidental damages including, without limitation, any loss or interruption of production, business, goodwill and profits and any losses such as anticipatory damages, lost profits, goodwill, recalls, data, customer and/or field service activities, personnel and administrative costs, inspection costs, handling and reworking costs, and/or personal injury or death).

**3.14. ELECTRONIC SIGNATURE**

These GTC and the proposal may be delivered by facsimile, PDF or by means of another electronic signature. Electronically or other properly stored copies of these GTC and the proposal shall constitute complete, valid, authentic, and enforceable copies of these documents. In general, these GTC will be supplied with each proposal and are basis for the agreement of any purchase order.

**3.15. SUBCONTRACTING**

SWJ may utilize subcontractors to provide SWJs with goods or services. All subcontractors shall meet SWJ's qualification requirements and will comply with these GTC, its terms and conditions and the conditions and terms set forth in the proposal to SWJ's customer.

**3.16. NON-SOLICITATION**

During the term of the proposal, and in the first two (2) years thereafter, neither the customer, nor the customer's agent(s), shall recruit, solicit, contract with, or employ any of the agents of SWJ who are involved with the proposal and deliverable, regardless of method of the engagement. For any breach of this provision, the customer shall pay to SWJ a finder's fee in the amount equal to 75% of the annual compensation received by said individual or entity from SWJ in the preceding 12 months. If the individual or entity has been engaged for less than 12 months, then the 75% of the annual compensation shall be determined by multiplying the average hourly rate (including benefits and bonuses) by 2080. SWJ shall retain all rights to assert additional claims and damages. SWJ shall notify the customer immediately if it becomes aware of unauthorized attempts by SWJ or SWJ's agents to render engineering, consultancy, or other services outside of the GTC or the proposal for his/her/its own name or his/her/its own account. If SWJ uses a contractor on the customers premises, then the customer shall not enter into direct or indirect contractual relationships with such contractor, both during the Term and for a period of three (3) years upon termination of the proposal, in cases where such relationships would involve activities under the proposal previously handled by SWJ and said contractor or supplier of SWJ shall not solicit or render services to SWJ's customer for a period of twelve (12) month upon termination of the agreement or conclusion of purchased services. The terms of this non-solicitation agreement are a material inducement for SWJ to issue the proposal to the customer.

**3.17. DRUG-FREE FACILITY**

SWJ wishes to provide SWJ's agents with a safe and drug free environment. The illegal use, sale, possession, transfer, or purchase of drugs, as well as the use or possession of alcohol, is prohibited on all SWJ premises and worksites and while performing work for SWJ. The customer agrees that during the Term, it shall require its agents who enter or remain on SWJ's premises or worksites to comply with all SWJ policies, including those regarding alcohol and illegal drugs. SWJ enforces a zero (0) tolerance for the use, sale, possession, or transfer of drugs at its facilities or customers' facilities with its team members.

**3.18. MANAGING PROMISE OF SWJ**

All Managers, Officers, Business Unit Leaders or Site and Project Leads of SWJ comply with the rules and regulations of SWJ's Handbook and above described GTC and agree to have read, understood and enforce the GTC for all services provided to customers and all work relationships established by SWJ. We live by our Vision and guiding principles and expect our customers and vendors to adhere to the same standards as well.

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