HEADWALL/Holographix STANDARD TERMS AND CONDITIONS OF PURCHASE

The following general Terms and Conditions (the "Terms") are applicable to the purchase of all goods and/or services by Headwall Photonics, Inc., on behalf of itself and its affiliates ("Purchaser"), from any seller of goods and/or services ("Seller").

1. CONTRACT OF PURCHASE.

(a) Subject to the Terms, and on the purchase order, (including all drawings, specifications and other documents attached to or referred to in the purchase order), Seller agrees to sell and Purchaser, agrees to purchase from Seller, the goods and/or services described in the purchase order. Seller shall acknowledge receipt and acceptance of each purchase order or release within three (3) business days; however, if for any reason Seller shall fail to return to Purchaser the signed acknowledgement copy of the purchase order, any conduct by Seller which recognizes the existence of a contract pertaining to the subject matter of the purchase order shall constitute unqualified acceptance by Seller of the purchase order and all of its terms and conditions, including the Terms. The terms of any master supply agreement, the purchase order, including the Terms, shall constitute the complete and exclusive statement of the terms and conditions of the contract between the parties and may be modified only by written instrument executed by the authorized representatives of both parties. Purchaser's submission of a purchase order is conditioned on Seller's agreement that any terms different from or in addition to the terms of the purchase order and the Terms, whether communicated orally or contained in any purchase order confirmation, invoice, acknowledgement, release, acceptance or other written correspondence, irrespective of the timing, shall not form a part of the purchase order, even if Seller purports to condition its acceptance of the purchase order on Purchaser's agreement to such different or additional terms. Any terms proposed by Seller which add to, vary from or conflict with the terms of any master supply agreement or the purchase order, including the Terms, are hereby objected to. If the purchase order has been issued by Purchaser in response to Seller's offer, and if any of the terms on the purchase order or in the Terms are additional to or different from the terms of such offer, then the issuance of the purchase order by Purchaser shall constitute an acceptance of such offer, subject to the express condition that the terms of any master supply agreement or the purchase order and the Terms constitute the entire agreement between Purchaser and Seller with respect to the subject matter hereof and the subject matter of such offer. (b) Further, Seller shall be deemed to have so accepted and acknowledged any purchase order issued by Purchaser, unless Seller notifies Purchaser to the contrary in writing within three (3) business days of receipt of the purchase order. Any reference by Purchaser to Seller's proposal is solely for the purpose of incorporating the description and specifications of the goods and/or services contained therein to the extent that such description and specifications do not conflict with the description and specifications on the face of the purchase order.

2. PRICE.

The price for the goods and/or services shall be the price as shown on the purchase order.

3. TAXES.

Unless exempt therefrom, all duties and taxes which Seller is required by law to collect from Purchaser are included in the price stated on the purchase order; any such items included in the prices or otherwise payable by Purchaser shall be separately identified on Seller's invoice.

4. INVOICES.

Unless otherwise agreed in writing, invoices are paid net forty five (45) days from date of receipt of the goods or completion of any required services, and not on the basis of Seller's invoice date. Seller shall issue invoices in accordance with the foregoing sentence. All invoices must contain the following information: purchase order number, item number, description of items, sizes, quantities, unit prices. Payments of invoices shall be subject to adjustment for shortages, defects and other failures of Seller to meet the requirements of the purchase order. Purchaser shall have the right to reduce and set-off against amounts payable hereunder any indebtedness or other claims which Purchaser may have against Seller however and whenever arising.

5. DELIVERY; INSPECTION.

(a) Unless otherwise agreed in writing, the goods shall be delivered to Purchaser assembled, completed, and ready for use, and Purchaser shall accept delivery of such goods or performance of any required services at the location designated on the purchase order. The obligation by Seller to meet the delivery or performance date is material; time is of the essence. Upon request, Seller shall give Purchaser advance notice of when shipments will be made. Delivery of goods or performance of any required services is not complete until goods or services have been actually received and accepted by Purchaser. If Seller fails to deliver timely, then without charge or liability to Purchaser, Purchaser may cancel the purchase order (in whole or in part) or Purchaser may require that Seller (at its sole expense) expedite routing by the quickest means. Purchaser may refuse delivery in installments or, if accepted, Purchaser may (without charge) defer payment until delivery is completed in whole. Seller will immediately notify Purchaser in writing if it anticipates any delay in delivery, specifying the reason and expected delivery date. (b) Products and services are subject to Purchaser's inspection, test and acceptance. Purchaser will have a thirty (30) day period after delivery to conduct inspections and tests. Acceptance of any installment shall not be deemed acceptance

of any subsequent installment. Purchaser may reject any services or shipment of products (or portion thereof) that fails to conform to these Terms or the specifications. Purchaser may return rejected products to Seller, at Seller's risk and expense.

6. EXCUSABLE DELAY.

Seller shall not be deemed to be in default on account of delays in the delivery of goods or in the performance of services to the extent such delay or failure to perform is caused by an event or condition beyond Seller's reasonable control and not occasioned by Seller's fault or negligence, provided that promptly upon the occurrence of any event or condition which may result in a delay, Seller shall give notice thereof to Purchaser, which notice shall identify such occurrence and specify the period of delay which may be reasonably expected to result therefrom. In the event delivery of the goods or performance of services shall be delayed due to any cause beyond Seller's reasonable control and not occasioned by Seller's fault or negligence for a period of more than fifteen (15) days, Purchaser shall have the option to terminate the purchase order upon written notice given to Seller within five (5) business days after the expiration of such fifteen (15) day period, and such termination shall discharge all obligations and liabilities of the parties hereunder with respect to undelivered goods, services, data or other items to be furnished hereunder.

7. WARRANTY.

For a period of twelve (12) months after Purchaser's acceptance, or per the Seller's standard warranty terms, whichever is longer, Seller warrants to Purchaser and its affiliates, its successors, assigns, customers, and users of the goods sold by Purchaser that all goods provided hereunder shall be (i) merchantable; (ii) new; (iii) free from defects in material and workmanship; (iv) with regard to goods designed by Seller, free from defects in design; (v) in compliance with all applicable specifications, drawings, and performance requirements; (vi) fit for the purpose intended; (vii) free from liens and encumbrances on title; and (viii) free from infringement of third party intellectual property. Delivery, inspection, test, acceptance or use of, or payment for the goods furnished hereunder shall not affect Seller's obligation under this warranty, and such warranties, and all other warranties, express or implied, shall survive delivery, inspection, test, acceptance, payment, and use. If defects are identified before shipment to Purchaser's customer, and provided Purchaser elects to provide Seller with the opportunity to make the repair or provide the replacement, Seller agrees, at Purchaser's option, to correct defects in or replace any goods not conforming to the foregoing warranties promptly, but in no event, will repair or replacement and delivery be completed more than ten (10) days from notice of such nonconformity by Purchaser. Repairs shall be warranted for a period of twelve (12) months. A written notice specifying that such goods are corrections or replacements shall accompany deliveries of corrected or replaced goods. In the event that Seller fails to correct defects in or replace nonconforming goods promptly, Purchaser, after reasonable notice to Seller, shall have the right to correct or replace such goods and charge Seller for the cost incurred by Purchaser in doing so, such right to include, without limitation, Purchaser's right to deduct or offset or requirement for payment of a refund to Purchaser of any amounts paid for the nonconforming goods. If defects are identified after shipment to Purchaser's customer, goods may be scrapped, retained, or held for Seller's disposition, at the discretion of Purchaser's customer. Seller shall promptly reimburse Purchaser for any expenses or damages incurred by Purchaser regardless of the nature of such expenses or damages as a result of or relating to Seller's failure to comply with (i) – (viii) above, including but not limited to repair, replacement, rework, removal and reinstallation costs, shipping costs, production delays, payment withholds, field service costs, recall costs, and costs of filing and complying with legal and regulatory requirements. If services or technical data are to be provided by Seller hereunder, Seller warrants to Purchaser that such services and/or technical data have been performed or prepared in a professional and workmanlike manner and in compliance with Purchaser's instructions or other requirements. Seller further warrants that it has the requisite power, authority and ability to execute, deliver and perform its obligations hereunder. Upon request by Purchaser, Seller shall provide Purchaser with financial data demonstrating that Seller is financially stable and capable of performing hereunder. Nothing herein will limit any other warranty, express or implied, available to Purchaser under applicable law. Purchaser may pass-through the benefit of Seller's warranties to Purchaser's customers.

8. COMPLIANCE WITH LAWS.

Seller warrants that all goods and/or services supplied hereunder will have been produced or provided in compliance with, and Seller agrees to be bound by, all applicable federal, state and local laws, orders, rules, regulations, guidelines, standards, limitations, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to such laws.

9. INDEMNIFICATION.

Seller covenants and agrees at all times to defend, protect, hold harmless and indemnify Purchaser, its parent, its affiliated companies, and their respective directors, officers, employees, successors and assigns ("Purchaser Indemnitees") from and against any and all losses, costs and expenses, and from and against any and all claims for loss, damage or injury and from and against any suits, actions, or legal proceedings of any kind brought against any Purchaser Indemnitee, or by such other parties by or on account of any person, persons, or entities, or on account of any injuries received or sustained by any person, persons, or entities in any manner (howsoever arising, including without limitation, by reason of negligence, breach of warranty, defect in design, material or workmanship or otherwise, and even though strict liability be claimed), directly or indirectly caused by, incident to, or growing out of (i) a breach of the Terms, any purchaser order or supply agreement by Seller; (ii) violations of applicable law by Seller; (iii), defects in the design, manufacture, or materials used in the goods, or (iv) negligence in the

manufacture, or provision of the goods supplied, or performance of the services hereunder; or (v) the actual or claimed infringement or violation of patent, trademark, or copyright, including, but not limited to, improper, false, and/or invalid patent, trademark, and/or copyright markings, misappropriation of trade secrets, breach of confidential relationship, or other rights occasioned by the manufacture, sale or use of the goods and/or services provided under the purchase order. If directed by Purchaser, Seller shall take upon itself the defense and/or settlement of all such claims and the defense of any suit, suits or legal proceedings of any kind brought to enforce such claim or claims, and to pay all judgments entered in such suit, suits or legal proceedings, and all attorneys' fees and other expenses. Seller agrees that in any instance where such claims in any way affect Purchaser's interest under the order or otherwise, Seller shall not consummate any settlement without Purchaser's prior written consent. Seller's covenants of indemnity herein shall continue in full force and effect notwithstanding the termination or expiration of the order.

10. PURCHASER'S CHANGES.

Purchaser shall have the right at any time prior to the delivery date of the goods or services to make changes in drawings, designs, specifications, packaging, time and place of delivery, nature and duration of services, and method of transportation. Within three (3) days after receipt of a change notice, Seller shall notify Purchaser of its proposed pricing for the change, including a cost breakdown and substantiation for the change, whether by way of increase or decrease, and the parties shall negotiate an equitable adjustment in the corresponding prices.

11. CANCELLATION/TERMINATION.

In addition to its other rights hereunder, Purchaser reserves the right to cancel the purchase order or any part thereof without further cost or liability if Seller breaches any of the provisions of these Terms, or if Seller becomes insolvent or the subject of any proceeding under the law relating to bankruptcy or the relief of debtors. Purchaser further reserves the right to terminate the purchase order or any undelivered part thereof for the sole convenience of Purchaser

12. ASSIGNMENT.

Seller may not assign its rights or delegate its obligations under these Terms to any other person or entity without the prior written consent of Purchaser. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes. The assignor shall remain liable for performance notwithstanding the approval of an assignment. Any person or entity to which the order is assigned pursuant to the provisions of Bankruptcy Code 11 U.S.C., Section 101 et seq., shall be deemed without further act or deed to have assumed all of the obligations arising under the purchase order on and after the date of such assignment. Any such assignee shall upon demand execute and deliver to Purchaser an instrument confirming such assumption.

13. PURCHASER'S PROPERTY.

All tools, equipment dies, gauges, models, drawings or other materials furnished by Purchaser to Seller or made by Seller for the purpose of the purchase order or paid for by Purchaser, and all replacements thereof and materials fixed or attached thereto, shall be and remain the property of Purchaser. All of Purchaser's property and, whenever applicable, each individual item thereof, will be kept free of all liens, claims, encumbrances and interests of third parties. Seller will not substitute any property for Purchaser's property, will not deliver or make available to any third party any of Purchaser's property or any property or goods developed, manufactured or created with the aid of any of Purchaser's property and will not use any of Purchaser's property or any property or goods manufactured, developed or created with the aid of Purchaser's property, except in filling the orders of Purchaser. Upon completion of the purchase order, or upon the written request of Purchaser at any time, Seller will prepare all Purchaser's property for shipment and deliver such property to Purchaser in the same condition as originally received by Seller, reasonable wear and tear excepted. Purchaser shall have the right, at all reasonable times upon prior notice, to enter Seller's premises to inspect any and all Purchaser's property and any property or goods manufactured, developed or created with the aid of any Purchaser's property. Seller shall have such responsibility for Purchaser's property as is chargeable to Seller by law by reason of its position as a bailee.

14. CONFIDENTIAL AND/OR PROPRIETARY INFORMATION.

"Confidential Information" shall, for the purpose of Purchaser's and Seller's agreement, mean: (i) information, knowledge or data disclosed by Purchaser to Seller, including, without limitation, all of Purchaser's proprietary product information and customer lists, regardless of whether disclosed in written, tangible, oral, visual or other form, and (ii) information, knowledge or data which was obtained by Seller from visiting any of Purchaser's facilities. In the event Purchaser furnishes sample products, equipment, or other objects or material, including software, to Seller, the items so received and any information contained therein shall be treated as Confidential Information disclosed to Seller under these Terms. In no event may Seller reverse engineer or decompile for any purpose Purchaser's Confidential Information. Furthermore, any and all information obtained or derived from said items, including results from testing, shall be treated as if they were Confidential Information disclosed pursuant to these Terms. All Confidential Information disclosed in any documentary or tangible form, whether in written or electronic form will be considered confidential if by its nature or the circumstances under which it is disclosed one would reasonably consider it to be confidential. Seller shall use Purchaser's Confidential Information solely for the purposes of supporting the current business relationship with Purchaser and not for any other purpose. Seller shall not disclose Purchaser's

Confidential Information to any third party without Purchaser's express written consent. Seller may disclose Purchaser's Confidential Information to its employees, consultants and agents of Seller ("representatives") who have a need to know such information solely for purposes of supporting the current business relationship between Seller and Purchaser and who have executed agreements with Seller obligating them to treat such information in a manner consistent with the terms of this agreement. Seller will be responsible for any breach by its representatives of the obligations of confidentiality and nonuse provided for in this Section 14. Seller shall take adequate measures in order to ensure that such Confidential Information is kept confidential. Seller shall not (a) sell Purchaser parts or components incorporating or containing Purchaser's Confidential Information to any third party, or (b) sell any goods to any third party which have been produced using Purchaser's Confidential Information. These obligations of confidentiality and nonuse shall apply during the life of any business relationship between Seller and Purchaser and for five (5) years following the termination of such relationship.

15. INTELLECTUAL PROPERTY.

(a) All inventions, patents, copyrights, trade secrets, know-how, test results, tooling, jigs and fixtures, or other industrial or intellectual property, associated with, or used in or for, the manufacturing of the products shall be identified herein as "Property". All Property owned by Seller prior to entering into these Terms ("Seller Background Property") shall remain owned by Seller.

(b) Unless otherwise agreed in writing, if the work performed by Seller pursuant to these Terms is funded wholly or in part by Purchaser, or utilizes or is derived from Purchaser's Confidential Information or Purchaser's property, the resulting Property shall belong exclusively to and is hereby assigned to Purchaser ("Purchaser's Project Property"). Seller shall not have any rights in Purchaser's Project Property except as Purchaser may grant for the purposes of manufacturing goods for Purchaser. Seller shall execute assignments and other documents which, in the opinion of Purchaser, are necessary to secure Purchaser's rights hereunder. If Seller uses any subcontractor in connection with the work called for by these Terms, Seller agrees to procure from them similar rights and agreements on behalf of Purchaser, including agreements that protect Purchaser's Confidential Information directed to Property and goods.

(c) Seller shall not sell to any third party any parts, goods, or components ("PGC") produced using Purchaser's Confidential Information, Purchaser's property, or Purchaser's Project Property. Seller shall not label, advertise, market, or promote any PGC in any way that indicates that such PGC are a "replacement" or "substitute" for any PGC that Seller manufactures or has manufactured for Purchaser.

(d) Under all applicable intellectual property rights, Seller hereby grants Purchaser a nonexclusive, perpetual, royalty-free, worldwide right and license to copy, install, configure and use the Software. Purchaser is free to distribute and sublicense the Software to its customers. If use of the Software is subject to any other terms and conditions, then Seller shall provide such license agreement reasonably in advance of delivery and Purchaser shall have the right (without charge or liability) to cancel the applicable purchase order at any time within ten (10) days after receiving such license. "Software" means any firmware, application program or other software separately identified in the purchase order.

16. REMEDIES CUMULATIVE.

Purchaser's remedies shall be cumulative, and remedies herein specified do not exclude any remedies allowed by law or equity.

17. TITLE/LIENS.

Unless otherwise specified in Purchaser's purchase order, risk of loss of the goods remains with Seller and title will not pass to Purchaser until the goods are delivered to and accepted by Purchaser at the agreed delivery location. Seller shall pay for labor, services, materials, equipment and parts thereof, and other expenses incurred by it or its suppliers in connection with the purchase order and indemnify and defend Purchaser Indemnitees against all claims and liens arising out of unpaid accounts.

18. APPLICABLE LAW.

Unless otherwise agreed in writing, the Terms shall be governed by and construed under the laws of the state of Massachusetts, USA, without regard to its conflicts of laws principles.

19. INSURANCE.

Seller will maintain insurance coverage as set forth below and provide Purchaser upon request with a Certificate(s) of Insurance evidencing such insurance and naming Purchaser and its affiliates as additional insured. All Seller insurance policies are primary without right of contribution from any of Purchaser's insurance carriers. To the extent legally permissible, Seller hereby irrevocably and unconditionally waives and will cause its insurers to irrevocably and unconditionally waive any rights of subrogation for claims against Purchaser and its affiliates. Seller shall effect, carry, and maintain in force the insurance with the following limits: (a) Commercial General Liability Insurance, including Product Liability insurance, having at a minimum limits of no less than $1,000,000 USD per occurrence; (b) Employer's Liability insurance of $1,000,000 USD, and (c) Worker's Compensation Insurance providing statutory coverage and employer's liability covering Seller's employees and having a minimum limit of at least $1,000,000 USD, dependent upon state

requirements.

20. CONTRACTORS.
Seller is responsible for the on-going quality and compliance of all materials purchased from its suppliers used in the production of Purchaser products. In the event that Seller uses lower tier suppliers of any item incorporated into or utilized in the production of the products, Seller must require any lower tier suppliers to comply with Seller's obligations hereunder, including without limitation compliance and inspection provisions.

21. MATERIALS; CONFLICT MINERALS.
If Purchaser provides, arranges for the provision of, or requires the use of certain materials from other sellers for the manufacturing of the products, Seller must exclusively use such materials to produce products for Purchaser and use such materials as required by Purchaser. Sellers using Tantalum, Tin, Tungsten, or Gold (3TG) in their manufacturing process or deliverables on this purchase order must accept and provide evidence of compliance with Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (Conflict Minerals).

22. QUALITY MANAGEMENT.
(a) Seller agrees to treat Purchaser at least as good or better than Seller's other customers, and further agrees that Purchaser will be afforded prices, warranties, benefits and other terms that are no less favorable than those offered to Seller's other customers for both stock and non-stocked products. (b) Seller agrees not to discontinue any product unless Seller provides prior written notice to Purchaser of its intent to discontinue a product at least one (1) year in advance. Seller shall also provide options and/or recommendations for any product that may become obsolete and shall provide Purchaser with a "Last Time Purchase Notice" immediately after being made aware that product may become obsolete. Upon receipt of notice, Purchaser reserves the option to place a "Last Time Purchase." (c) Purchaser expects Seller to maintain a quality management system (QMS) suitable to the products provided to Purchaser. Seller must maintain and operate its manufacturing facilities in a manner consistent with the QMS and in a manner that produces products as prescribed in the contract and purchase order. As deemed necessary by Purchaser, to ensure ongoing quality assurance, Seller will provide production records and appropriate supporting documentation that demonstrate Seller's compliance with QMS, compliance to all applicable legal and regulatory requirements, and compliance to any applicable contractual obligations. (d) At Purchaser's discretion, Purchaser may elect to perform on-site assessments of Seller's quality management system, product and process capabilities, and compliance to the QMS. These audits may also include evaluations of Seller's culture, methods, and skills present to actively execute the QMS and to facilitate continuous improvement. Purchaser or its third-party designee may issue Seller corrective actions. Purchaser expects Seller to determine root cause, take appropriate action, and to communicate to Purchaser in a timely manner the status and the closure of all corrective actions. (e) Seller shall not make changes to its, processes, location, facilities, equipment, materials or product design that could impact the visual, function, performance or fitness for use for finished goods produced for Purchaser without prior approval from Purchaser.

23. REGULATORY COMPLIANCE.
(a) Compliance. Seller will fully comply with all applicable laws, regulations, and government orders, including the legal requirements specifically outlined below. Seller will provide Purchaser relevant certifications and disclosure as needed to verify compliance, and will immediately notify Purchaser of any actual or suspected violation of this Section 23, reasonably cooperate with Purchaser to resolve such violation, and provide Purchaser all relevant information. (b) Environmental Compliance. Seller will not provide Purchaser with any products which contain the following chemicals: (i) Chemicals classified as Perfluoroalkyl Substances (PFAS), or (ii) any chemical containing at least one fully fluorinated carbon atom, Halogenated Flame Retardants, Ortho-phthalates, or Heavy metals — defined as arsenic, cadmium, hexavalent chromium, mercury. (c) Regulatory Authority Inquires. Seller will promptly notify Purchaser of and respond to any inquiry from any government authority regarding or impacting the products supplied to Purchaser. If related to the products, then Purchaser and Seller will consult on any response before its release. (d) Proposition 65 (California). Seller shall not provide any products which contain chemicals at levels that require a warning pursuant to the State of California's Safe Drinking Water and Toxic Enforcement Act (Prop 65), with the exception of the wood dust warning required by Title 27 California Code of Regulations, Article 6, Sections 25607.10 and 25607.11. (e) Wood Products. This section applies only to products containing wood materials, including but not limited to wood composite, particleboard, wood fiber, fiberboard, and plywood. (i) All products must comply with all regulations promulgated by CARB. Seller will verify CARB II compliance through certification from a CARB Third Party Certifier and/or a current CARB II exemption letter and annually certify compliance through an attestation letter. (ii) All products must comply with the United States' Lacey Act (16 U.S.C. § 701), governing the importation of timber and wood fibers, and Seller will not participate in illegal harvesting, possession, or transportation of timber. Seller will annually, and upon Purchaser's request, provide Lacey Act and/or Domestic Supplier Declaration documentation, including an attestation statement certifying compliance. Seller will clearly demonstrate product traceability from raw material to finished product through process flowchart and raw material receipts, intermediate labels, production records, and other documents. (iii) All products must comply with the Toxic Substances Control Act. Seller will provide: (i) all documentation or samples requested by the Environment Protection Agency of the United States to confirm the admissibility of composite wood products containing formaldehyde under the Formaldehyde Emission Standards for Composite Wood Products Act of 2010; and (ii) TSCA Statement on Seller company letterhead to be included with customs

entry documentation for each product shipment to be imported into the United States of America stating whether or not the product complies with Title VI of the Toxic Substances Control Act. (f) Discrimination. If Seller has operations physically located in the territorial United States which are involved in Seller's product production for Purchaser, then Seller will fully comply with the employee notice requirements and any applicable equal opportunity laws, which prohibit discrimination against qualified individuals based on their status as protected veterans, individuals with disabilities, or other protected status; and require to employ and advance in employment individuals without regard to protected veteran status, disability, or other protected status. (g) Child Labor and Forced Labor. Seller will not employ or use children, prison labor, indentured labor, bonded labor or use corporal punishment or other forms of mental and physical coercion as a form of discipline. In the absence of any national or local law, an individual of less than fifteen (15) years of age is considered as a child. Purchaser may conduct unannounced inspections and appropriate audits of books and records of all premises to verify compliance. (h) Anti-Corruption. Seller will and will cause any person or entity acting on its behalf to fully comply with all applicable anti-money laundering, anti-corruption and anti-bribery laws (including, without limitation, the Foreign Corrupt Practices Act and the UK Bribery Act and Proceeds of Crime Act). Seller will not and will ensure that any person or entity acting on its behalf will neither (i) offer to pay, pay, promise to pay, or authorize the payment of money or anything of value nor (ii) give or offer any "facilitating" or "grease" payments (i.e. payments given or offered in order to expedite or secure the performance of a routine government action) whether or not those payments may be considered lawful under the applicable anti-bribery laws to any (a) officer, employee or any person acting in an official capacity for or on behalf of a government or an entity owned or controlled by a government, or of a public international organization; or (b) political party or their officials; (c) candidate for a political office in order to influence any act or decision in their official capacity or to secure any other improper advantage in order to obtain or retain business or obtain any other business advantage. (i) Sanctions and Export Restrictions. Seller, its affiliates, and their respective suppliers, distributors and other contractors comply and will continue to comply with all laws administered by the US Treasury Department's Office of Foreign Assets Control (OFAC) or any other governmental entity imposing economic sanctions and trade embargoes ("Economic Sanctions Laws") against designated countries, entities, and persons (collectively, "Embargoed Targets"). Seller will ensure neither Seller, its affiliates, nor their respective suppliers, distributors and other contractors are an Embargoed Target or otherwise subject to any Economic Sanctions Law. Seller represents and warrants that it, its affiliates, and their respective suppliers, distributors and other contractors shall comply with all Economic Sanctions Law. Compliance includes not (a) directly or indirectly exporting, re-exporting, transshipment, or otherwise delivering the Purchaser products or any portion of the Purchaser products to an Embargoed Target or (b) brokering, financing, or otherwise facilitating any transaction in violation of any Economic Sanctions Law. (j) Export Restrictions and Anti-boycott. (i)Seller is responsible for notifying the Buyer of the Export Commodity Classification Number (ECCN) or United States Munitions List (USML) Category of the purchased goods prior to delivery, except when the ECCN is EAR99. (ii) Seller shall not accept any orders which violate US 15 C.F.R. § 760 ("Anti-boycott"). (k) Violations. Purchaser shall have the right to terminate any supply agreement or purchase order with Seller immediately and without penalty upon the reasonable determination by Purchaser that Seller, its affiliates, or any of their respective suppliers, distributors or other contractors has breached, intends to breach, or is likely to breach any of the provisions in this Section 23.

24. GOVERNMENT CONTRACTS.

If applicable to a purchase order, Federal Acquisition Regulation (FAR) and Defense Federal Acquisition Regulation Supplements (DFARS), Defense Priorities and Allocation System (DPAS) clauses in effect on the date of the applicable purchase order are incorporated by this reference as if set out fully herein, except the word "Purchaser" shall be substituted for the words "Contracting Officer" and the term "Seller" shall be substituted for "Contractor" wherever such words appear. Such FAR clauses include, but are not limited to FAR 52.219-9. Seller shall, upon written request, support the performance of NATO Codification of the equipment or parts delineated on the face of the applicable purchase order, in accordance with NATO terms and the National Codification Bureau (NCB). Additional flow down clauses may apply and will be provided to Seller as attachments, as required.