MOHAWK INDUSTRIES, INC.
AND ITS SUBSIDIARIES AND AFFILIATES
IN THE UNITED STATES AND CANADA

TERMS AND CONDITIONS OF PURCHASE

ACKNOWLEDGEMENT: Mohawk Industries, Inc. and its subsidiaries and affiliates in the United States and Canada, as applicable ("Purchaser"), may amend these terms from time to time without notice. Seller's acknowledgment on standard forms, containing terms and conditions differing from those terms and conditions set forth herein (these "Terms and Conditions"), shall not indicate any intention to vary, add to or detract from these Terms and Conditions, and Purchaser specifically rejects and objects to such differing terms and conditions. These Terms and Conditions prevail over any of Seller's general terms and conditions regardless of whether or when Seller has submitted its sales confirmation, acknowledgment, or such terms. No terms and conditions other than these Terms and Conditions shall be binding upon Purchaser unless Purchaser expressly indicates its acceptance of such other terms and conditions by signing those other terms and conditions in writing by a person authorized by Purchaser's policies to bind Purchaser. These Terms and Conditions, along with any purchase order form(s) related to the purchase of goods by Purchaser from Seller ("Purchase Order"), comprise the entire agreement between the parties (the "Agreement") and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. This Agreement expressly limits Seller's acceptance to the terms of this Agreement. Fulfillment of or other performance of a Purchase Order by Seller constitutes acceptance of these Terms and Conditions. Notwithstanding anything herein to the contrary, if a written contract signed by both parties governs the sale of the goods and services covered by a Purchase Order issued to Seller, the terms and conditions of the signed contract shall prevail to the extent they are inconsistent with this Agreement.

PAYMENT/SETOFF: Purchaser has the right to delay payment to Seller, without loss of any discount, and without breaching any term contained herein, in the event Purchaser has reason to believe that an event exists that may give rise to a breach of this Agreement by Seller. Such remedy shall not constitute any waiver of Purchaser's additional rights or remedies against Seller in the case of late delivery. Payment is due following Purchaser's receipt of Seller's invoice according to the payment terms in each Purchase Order or as otherwise agreed by the parties. Purchaser may set off any amount owed from Purchaser to Seller (or Seller's parent, subsidiaries, or affiliates) against any amount that may be due and payable from Seller (or Seller's parent, subsidiaries, or affiliates) to Purchaser pursuant to a Purchase Order or other agreement or relationship between the Seller and Purchaser. In the case of Purchaser's exercise of its right to delay payment or setoff, Seller shall continue to perform its obligations under this Agreement.

RISK OF LOSS: Unless otherwise agreed to by the parties, all risk of loss shall remain with the Seller until possession, ownership and full legal title to the articles, work and deliverables are transferred to and accepted by Purchaser at Purchaser's designated destination.

DELIVERY, INSPECTION, ACCEPTANCE, AND RETURNS: Seller agrees to make shipments in the quantities and on the dates stated on the Purchase Order to meet the requirements of the Purchase Order and in conformity with the specifications of the Purchase Order. Seller agrees to Purchaser's measurement system for determining on-time deliveries. Seller's on-time delivery and inventory management may be measured via a supplier scorecard. Purchaser will have the right to audit, test, and inspect any services performed, products supplied (inclusive of any documents pertaining to the services performed), or any other equipment and materials furnished by Seller and its subcontractors at any time during the term of this Agreement. Purchaser reserves the right, without liability and at its sole discretion, to take any or all of the following actions if for any reason Seller does not comply with its delivery obligations, including without limitation, delivering quantity in excess of the quantity ordered or otherwise nonconforming to the specifications of the Purchase Order: (i) return to Seller some or all of the products in the shipment at the Seller's risk and expense, including without limitation warehouse, transportation, restocking, or handling costs; (ii) charge up to 10% of the Purchase Order value or $100, whichever is more, for late delivery, over shipment, or wrong product shipment unless authorized in writing by Purchaser; (iii) charge up to 1% or $25, whichever is more, for invoice inaccuracies; (iv) purchase substitute products or services elsewhere; (v) assess a late delivery fee of no more than 1.0% per day of the invoice amount of late deliveries of products or services; (vi) submit a revised Purchase Order and/or release; (vii) terminate the Purchase Order and purchase the products or services elsewhere, and Seller shall be liable for any resultant loss; (viii) direct Seller to ship by a method other than that indicated in the Purchase Order, work such overtime, or do whatever is necessary to avoid the delay and pay any and all transportation charges, concessions to Purchaser's customers, liquidated damages, and any other costs and expenses incurred by Purchaser; (ix) seek specific performance of Seller's obligation to deliver; or (x) repair, replace, or accept return for full credit for any nonconforming or defective goods and be reimbursed by Seller for all reasonable costs and damages

incurred by Purchaser as a result of such nonconformance or defect or related to Seller's provision of services to Purchaser. The foregoing actions are non-exclusive, non-exhaustive, and without prejudice to Purchaser's ability to pursue any and all available remedies at law and in equity. Seller agrees to notify the Purchaser immediately if Seller has any reason to believe that any services will not be timely performed as requested, products will not be delivered as ordered, or a shipment will not be made as scheduled. There shall be no extra charges by Seller, including charges for boxing and cartage, unless Purchaser agrees to such charges in writing. The right of Purchaser to require strict performance and observation of any obligations of this Agreement shall not be affected in any way by any previous waiver, forbearance, or course of dealing.

CHANGES/CANCELLATION/TERMINATION: No change, modification, or extension of this Agreement shall be effective against Purchaser unless it is made in a writing making specific reference to this Agreement and is signed by an authorized representative of Purchaser. Purchaser reserves the right to make changes to this Agreement in whole or in part, or to cancel any underlying Purchase Order. No additional charges, fees, or penalties shall be allowed unless Purchaser agrees to such charges, fees, or penalties in writing. Upon cancellation, Seller shall immediately discontinue performance. In the event of termination of the Purchase Order, Purchaser shall not be liable to Seller for any amount, and Seller shall be liable to Purchaser, in addition to any other relief available under this Agreement, at law or in equity, for any and all damage sustained by reason of the default that gave rise to the termination.

LIMITATION OF LIABILITY: IN NO EVENT SHALL PURCHASER BE LIABLE FOR EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER BASED IN TORT, CONTRACT OR ANY OTHER THEORY AND REGARDLESS OF WHETHER PURCHASER WAS INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. In addition to the other limits on Purchaser's liability contained herein, in no event shall Purchaser's aggregate liability exceed the amount paid by Purchaser to Seller in the preceding twelve (12) months.

DELAYS: Time of delivery and performance is of the essence. Seller shall immediately notify Purchaser as to any delays and of any actual or potential work stoppage which may delay the timely fulfillment under the Purchase Order. If such notification is not provided, Purchaser may, in its sole discretion, terminate the affected Purchase Order without further liability to Seller.

ALLOCATION: In the event of a partial failure of Seller's sources of supply of products or items purchased hereunder, Seller will first meet all of Purchaser's requirements hereunder prior to any allocation among customers under Section 2-615 of the Uniform Commercial Code.

WARRANTY & INDMENIFICATION: Seller warrants that the articles and work supplied under this Agreement will be in full conformity with all specifications, drawings or samples related to the goods or services subject to the Purchase Order; will be fit and sufficient for the purpose intended; will be merchantable, of good quality, and free from defects in design, material, and workmanship; and will conform with applicable governmental standards, rules, and regulations. Seller also warrants to the extent it is providing services that (i) Seller shall perform all services in a timely, professional, and workmanlike manner in accordance with the highest standards of Seller's industry, (ii) Seller has the expertise necessary to provide the services, and (iii) the services will strictly conform to Purchaser's instructions and specifications set forth in the Purchase Order or otherwise communicated to or provided to Seller. In addition, with respect to products purchased hereunder or on a Purchase Order to be included as part of Purchaser's finished goods, Seller warrants for the term of any corresponding warranty offered by Purchaser to Purchaser's customers that the product included in the finished goods shall be free from defects in design, material, and workmanship and shall conform to the finished good specifications.

Additionally, Seller warrants that it: (i) will not use or incorporate substances that have been or may be declared a hazardous substance by the United States Environmental Protection Agency ("EPA"), as an input into or as a raw material of the products purchased, sold, or provided to Purchaser; (ii) will not use substances that have been or may be declared a hazardous substance by the EPA in the manufacturing process during the production of any product(s) sold to or provided to Purchaser; (iii) will not use or incorporate substances that are hazardous to human health or the environment as an input into or as a raw material of the products purchased, sold, or provided to Purchaser; and (iv) will not use substances that are hazardous to human health or the environment in the manufacturing process during the production of any product(s) sold to or provided to Purchaser.

Seller (and its parent, subsidiaries, and affiliates) specifically agrees to indemnify, defend, and hold harmless Purchaser, its successors and/or assigns from any and all demands, claims (whether founded or unfounded, or first-party or third-party), losses, suits, liabilities, and expenses (including, but not limited to, attorney fees, expert fees, and e-discovery costs) of any kind including but not limited to personal injury, death, property damage, or other harm arising out of Seller's goods or

services, including, but not limited to, any actual or alleged defect in goods or services or any act or omission of Seller or Seller's breach of this Agreement. In addition, Seller shall indemnify, defend, and hold harmless Purchaser, its successors and/or assigns from any and all demands, claims (founded or unfounded), losses, suits, liabilities, and expenses (including, but not limited to, attorney fees) arising from all labor, and/or mechanic's or materialmen's liens upon any products or Seller's property arising in favor of laborers, materialmen, subcontractors and suppliers, or out of the Purchase Order and shall keep said property free and clear of all other liens, claims, and encumbrances arising from the performance of Seller or its subcontractors. Seller is not granted a security interest in the products from Purchaser and may not file a UCC-1 financing statement in relation to the products. Upon request, Seller shall furnish a good and sufficient release or waiver of lien from Seller and every laborer and/or subcontractor, materialman, and other person furnishing labor and/or services and materials in connection with the products.

Seller further warrants that the products, goods, or articles furnished and services performed pursuant to this Agreement will not infringe upon any patent, trademark, or any other intellectual property right. Seller shall indemnify, defend, and hold harmless Purchaser, its successors and/or assigns, its customers, and/or the users of said products, goods, articles, or services against all claims (founded or unfounded), losses, damages, costs, expenses, and liabilities (including, but not limited to, attorney fees) involving actual or alleged infringement of any patent, trademark, or other intellectual property or proprietary right of any other person or entity.

Seller warrants that (i) it is duly organized and in good standing under the laws of the state indicated as its state of domicile and has capacity and experience to accept these Terms and Conditions; (ii) these Terms and Conditions have been reviewed and accepted by a duly authorized representative of Seller and constitute a valid, legal, and binding agreement between Purchaser and Seller; and (iii) acceptance of and performance under these Terms and Conditions shall not and will not violate or conflict with or constitute a breach of default under Seller's articles of incorporation or similar organizing documents or any statute, rule, regulation, order, ordinance, judgment, decree, or award appliable to Seller or any material agreement or other instrument to which Seller or any material asset or property of Seller is or may be bound.

Seller agrees that the warranties and indemnification set forth in these Terms and Conditions are cumulative and in addition to any other warranty or remedies provided by law or equity.

INTELLECTUAL PROPERTY AND UNPATENTED PROCESSES: All work product performed by Seller for Purchaser under this Agreement (whether or not complete and including all notes related thereto) shall be considered "works made for hire" and thus shall be owned solely by Purchaser. If any such work product may not be considered a work made for hire under applicable law, Seller hereby irrevocably assigns to Purchaser without further consideration or action, all of Seller's right, title, and interest in and to such work product, including United States and foreign copyrights, patents or other intellectual property rights. Seller acknowledges that Purchaser and the successors and assigns of Purchaser shall have the right to obtain and hold in their own name any and all intellectual property rights in and to such work product. Seller agrees to promptly execute any documents or instruments and take any other actions reasonably requested by Purchaser to effectuate the purposes of this "Intellectual Property and Unpatented Processes" Section. In the event that Seller discloses any unpatented method, processes or information concerning the product sold, it shall be considered to be a part of the product sold and included in the selling price, unless Seller clearly expresses otherwise in writing at the time of sale or prior thereto and the same is thoroughly understood and accepted by Purchaser in writing. Seller specifically waives any right to assert any claim for any relief and/or recovery based upon Purchaser's actual or alleged use of such methods, processes or information.

INDEPENDENT CONTRACTOR: Seller's relationship with Purchaser shall be that of an independent contractor and nothing in this Agreement shall be construed to create a partnership, joint venture, agency or employer-employee relationship between the parties.

LIABILITY: If Seller performs any services for Purchaser on Purchaser's premises, Seller agrees that it is solely and independently responsible for the direction, supervision and control of its affiliates, employees, subcontractors, agents and for any other persons or firms that Seller engages to assist in the completion and performance of this Agreement. Seller shall maintain adequate safeguards and shall use reasonable care to protect Purchaser's employees, invitees and property on or near the premises. Seller shall provide its affiliates, employees, subcontractors, and agents and work vehicles with identification in accordance with current Purchaser requirements. Purchaser may require removal from its premises of any of Seller's affiliates, employees, subcontractors and agents that violate Purchaser's Supplier Code of Conduct, Contractor Safety Handbook and such other written rules related to contractors and site visitors as provided by Purchaser from time to time.

NON-SOLICITATION: Seller agrees that for a period of 12 months following any transaction with Purchaser, Seller shall not make any solicitation to employ Purchaser's personnel without written consent of Purchaser. For the purposes of this clause, a general advertisement or notice of a job listing or opening or other similar general publication of a job search or availability to fill employment positions, including on the internet, shall not be construed as a solicitation or inducement.

COMPLIANCE WITH LAWS: Seller shall comply with all federal, state and local laws at all times, and Seller shall perform its obligations under the Purchase Order in a manner that complies with all applicable laws, regulations, ordinances and codes, including but not limited to identifying and procuring required permits, certificates, approvals and inspections and all other such licensing requirements.

HAZARDOUS MATERIALS; PRODUCT INFORMATION: Any hazardous materials supplied by Seller must comply with all applicable government laws and regulations in Canada and the United States. Prior to and with the shipment of any hazardous materials purchased hereunder, Seller agrees to furnish to Purchaser, in all cases, sufficient warnings and notices in writing (including appropriate labels on the products, containers and packing and any material safety data sheet for such products) of any hazardous materials which are ingredients or a part of any products, together with such special handling instructions as may be necessary to advise carriers, Purchaser, or their respective employees or customers of how to exercise that measure of care and precaution which will best prevent bodily injury or property damage in the handling, transportation, storage, processing, use, resale, installation, or disposal of such products, containers and packing shipped to Purchaser. Upon Purchaser's request, Seller will provide Purchaser with copies of any data, materials, or other information that relate to such products, their composition, or any component or any materials or substances used in such products or used in connection with their production.

INSURANCE: Seller shall maintain the following levels of insurance coverage with a reputable and financially sound insurance carrier: (i) Commercial General Liability, including contractual liability coverage, with limits of at least $1,000,000 Per Occurrence Bodily Injury and Property Damage / $1,000,000 Personal & Advertising Injury / $1,000,000 Products/Completed Operations / $2,000,000 General Aggregate; (ii) Commercial Automobile Liability with a combined single limit of at least $1,000,000 per occurrence; (iii) Employer's Liability with limits of at least $1,000,000 each accident/$1,000,000 each employee by disease/$1,000,000 policy limit by disease; (iv) Excess Umbrella Liability, with limits of at least $5,000,000 Per Occurrence Bodily Injury and Property Damage; (v) Workers' Compensation, meeting the requirements of state law but with limits of at least $1,000,000 Per Occurrence Bodily Injury; and (vi) All Risks Property insurance (if applicable) on a replacement cost basis insuring the Contractor's real and personal property. Purchaser and its affiliates shall be named as additional insureds under such policies to the extent its interests may appear. Seller will provide Purchaser an insurance certificate from its insurance carriers for each of the required foregoing insurance coverages. Failure of Purchaser to demand such certificates or to identify any deficiency in the insurance provided shall not be construed as or deemed to be a waiver of the Seller's (or its agents' or subcontractors') obligation to maintain such insurance. In the event that Purchaser's property is in the possession of Seller, Seller assumes full responsibility for such property while it is in Seller's possession and shall insure such property accordingly. For any claims relating to this Agreement, Seller's insurance shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by Purchaser. All policy deductibles will remain the responsibility of Seller, its agents or its subcontractors. If Seller fails to maintain the insurance as set forth herein, Purchaser shall have the right, but not the obligation, to purchase said insurance at Seller's expense and to deduct the premiums therefore from any amounts otherwise due to Seller. Except where prohibited by law, Seller shall require its insurer to waive all rights of subrogation against Purchaser's insurers and Purchaser.

BANKRUPTCY: In the event of bankruptcy or insolvency of Seller, either voluntarily or in the case of a receiver having been appointed for the benefit of creditors, Purchaser may elect to terminate the Purchase Order herewith, without any liability to Seller except for deliveries previously made for goods covered by the Purchase Order then completed and subsequently delivered in accordance with these Terms and Conditions.

CONFIDENTIALITY/NO PUBLICITY: All data and other information obtained by Seller from Purchaser in connection with this Agreement shall be held in strict confidence by Seller and used solely for the purposes originally intended in connection with this Agreement. Seller shall treat such data, information and resulting work product with the same degree of care and confidence that it uses to protect its own proprietary or confidential information (but not less than a reasonable standard of care) and shall ensure that each of its employees to whom such data, information or work product is known is held to a similar standard. Seller shall not use Purchaser's name in advertising or publicity of any kind without Purchaser's prior express written consent. Goods ordered to be made with use of Purchaser's confidential information, trademarks and trade names or Purchaser's customer's trademarks or trade names shall be furnished by Seller exclusively to Purchaser. Any excess of such inventory shall be destroyed by Seller at its own expense or sold with written authorization from Purchaser. The parties agree that nothing in this Agreement is intended to transfer ownership of any Purchaser confidential information

or intellectual property and Seller shall have no ownership interest in any such information.

EXCUSED PERFORMANCE: In no event shall Purchaser be liable to Seller for delays or failure in its performance (including Purchaser's payment obligation) hereunder caused by an act of God, war, strike, fire, act of government, pandemic, epidemic, public health or safety emergencies, labor unrest, unusual supply chain disruptions or delays in acceptance, or any other cause beyond the reasonable control of Purchaser.

GOVERNING LAW & VENUE: This Agreement shall be governed in all respect by the laws of the State of Georgia, without regard to its conflict of laws principles, and all actions commenced pursuant hereto shall be brought in a court of competent jurisdiction in Cobb County, Georgia, or in the federal court for the Northern District of Georgia, except as expressly set forth in the "Arbitration" Section below.

USMCA: With respect to goods to be incorporated into Purchaser's product and distributed in the USMCA Free Trade Area, a Purchase Order is placed with Seller based on Seller's representations to Purchaser consisting of (i) Seller's current USMCA Certificate of Origin issued to Purchaser that the product(s) ordered in a Purchase Order qualify(ies) as USMCA originating; and (ii) the USMCA Origin Indemnification Certification Agreement between Seller and Purchaser. It is a condition of each Purchase Order that (i) Seller must notify Purchaser prior to supplying any product against a Purchase Order that does not qualify as USMCA originating; and (ii) Seller must obtain written confirmation from Purchaser's Director of Purchasing waiving this condition prior to shipping any non-USMCA originating product to Purchaser. Purchaser will hold Seller fully liable for all consequential expenses incurred for failure to conform to these conditions. In addition, Seller shall indemnify, defend and hold harmless Purchaser, its successors and/or assigns from any and all demands, claims (founded or unfounded), losses, suits, liabilities, expenses (including, but not limited to, attorney fees) and amounts required to be paid to governmental authorities for taxes, penalties or interest of any kind under the laws of Canada or Mexico arising from or related to Seller's failure to conform to the conditions set forth in this "USMCA" Section.

INTERPRETATION: In the interpretation and construction of this Agreement, the parties acknowledge that this Agreement reflects extensive negotiations between the parties and that each Purchase Order shall not be deemed, for the purpose of construction and interpretation, to have been drafted by either party hereto. Any provisions of the UN Convention on Contracts for the International Sale of Goods that are less favorable to Purchaser than these Terms and Conditions or the Uniform Commercial Code are specifically excluded from this Agreement.

ASSIGNMENT: The rights, obligations, and other interests of Seller shall not be assigned by Seller, in whole or in part, without the prior written consent of Purchaser and any purported assignment of same shall be void and ineffective.

CLAIMS: Notwithstanding any provision to the contrary, Seller agrees to notify Purchaser of any claims or disputes it may have within thirty (30) days of Seller's discovery of such claims and disputes or within thirty (30) days of when Seller should have discovered such claims and disputes in the exercise of reasonable diligence, whichever is sooner. Further, Seller shall bring any claim or dispute against Purchaser within one (1) year after the occurrence of the event giving rise to such dispute. Failure to notify or bring any claim or dispute as required in this "Claims" Section shall constitute Seller's waiver of such claim. Seller agrees not to bring or prosecute any such waived claim.

ARBITRATION: Any dispute, claim, or controversy arising out of, relating to, or concerning this Agreement or the parties' business relationship shall, at the sole election of Purchaser, be fully and finally settled by binding arbitration administered by the American Arbitration Association pursuant to the then-current Commercial Arbitration Rules. Any arbitration shall be conducted in Atlanta, Georgia, before a single arbitrator. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. Purchaser, at its sole discretion, may alternatively elect to submit any claims to court(s) of competent jurisdiction. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Any dispute, claim, or controversy as to the arbitrability of a matter shall be decided by the arbitrator.

Claims may only be brought by a party in its individual capacity and not as a plaintiff or class member in any purported class or representative proceeding, and the arbitrator may not consolidate more than one person's claims or otherwise preside over any class or representative proceeding. Each party will bear its own costs, fees, and expenses associated with any arbitration, except that the parties agree to split equally the costs and expenses of the arbitrator and the conduct of the arbitration itself.

SUBCONTRACTING: Seller may subcontract or otherwise delegate its obligations under the Purchase Order only after it has acquired written permission of Purchaser. In all such cases, Seller shall remain responsible for obligations performed by subcontractors to the same extent as if such obligations were performed by Seller. Seller shall be solely responsible for any and all costs and other liabilities owing to the subcontractor. Use of any subcontractor shall not result in any increased cost or liability to Purchaser, shall not relieve Seller of any of its obligations under the Purchase Order and shall not result in any extension to delivery dates or other time schedules. Seller shall be Purchaser's sole point of contact regarding the articles and the work, including with respect to payment. Seller shall have its subcontractors agree in writing to abide by this Agreement, and Seller agrees that it shall be fully responsible for its subcontractor's compliance with and adherence to this Agreement.

CODES OF CONDUCT: Seller has reviewed Purchaser's "Supplier Code of Conduct" and "Contractor Safety Handbook" and agrees that it along with its affiliates, employees, subcontractors, and agents will comply with all requirements of the Supplier Code of Conduct and Contractor Safety Handbook, additional copies of which may be obtained at https://mohawkind.com/_pdf/MOHAWK_INDUSTRIES_Supplier_Code_of_Conduct.pdf. Seller's or its affiliate's, employee's, subcontractor's, or agent's failure to comply with the Supplier Code of Conduct and Contractor Safety Handbook shall constitute Seller's breach of these Terms and Conditions. Purchaser may, at its sole option, terminate the Purchase Order immediately without further liability in the event of Seller's breach.

SANCTIONS: Seller represents and warrants that it is not designated on, owned (directly or indirectly) by, or associated with any party designated on any U.S., E.U., or other government restricted parties lists, including without limitation, the U.S. Treasury Department Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List, and Seller agrees that it will not sell or transfer any goods, services, or technology to such persons. Seller shall comply with all applicable U.S., E.U., or other applicable economic sanctions and export control laws and regulations, including without limitation, the regulations administered by OFAC.

CORRUPTION: Neither Seller nor any director, officer, agent, employee, or affiliate of Seller has violated or is in violation of any anti-corruption law, rule, or regulation applicable to Seller, including the U.S. Foreign Corrupt Practices Act. Without limiting the foregoing, in connection with the performance of this Agreement, neither Seller nor any person acting on its behalf shall: (i) take any action in furtherance of an offer, payment, promise to pay, or authorization or approval of the payment or giving of money, property, gifts, or anything else of value, directly or indirectly, to any government official for the purpose of obtaining or retaining business for or with, or directing business to, Purchaser or Seller; (ii) make any bribe, rebate, payoff, influence payment, kickback, or other unlawful payment; or (iii) use any corporate funds for any unlawful contribution, gift, entertainment, or other unlawful expense relating to political activity.

REIMBURSEMENT: Seller shall reimburse Purchaser for all expenses Purchaser incurs or has incurred for Products ordered under this Agreement that were not delivered by Seller as required by this Agreement or which are barred, held, or delayed by United States or Canadian customs and border authorities due to violations, or alleged violations, of this Agreement or any governmental import restrictions including, without limitation the U.S. Uyghur Forced Labor Prevention Act of 2021 and the Canadian Modern Slavery Act. Such reimbursement shall not be limited by any exclusion of consequential damages or other limitation of liability contained in this Agreement or other writing between the parties.

NATIONAL DEFENSE AUTHORIZATION ACT: Seller shall not deliver any item, including equipment, technology, or services, from a Covered Entity as designated in FAR 52.204-25 and Section 889(f)(3) of the National Defense Authorization Act of 2019 (including any amendment or modification or any successor law or regulation) to Purchaser under this agreement. These Covered Entities include, without limitation: Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, and Dahua Technology Company (or any subsidiary or affiliate of such entities). In the event that Seller subsequently determines that an item from a Covered Entity was provided to the Purchaser during the performance of this order, the Seller shall immediately notify the Purchaser in writing.

MOST FAVORED CUSTOMER: Seller represents, warrants, and agrees that the charges paid by Purchaser will at all times be no higher than the charges currently being paid for similar products by any other customer of Seller. Seller shall equitably adjust all charges payable by Purchaser in order to comply with this "Most Favored Customer" Section. At any time Purchaser so requests, Seller's chief financial officer shall certify in writing to Purchaser that Seller is in compliance with this "Most Favored Customer" Section and shall provide all information that Purchaser reasonably requests in order to verify such compliance. In the event Purchaser finds a third party willing to sell a like product to Purchaser at a price lower than the price being paid to Seller hereunder, then Purchaser shall notify Seller of such lower price and Seller shall have ten (10) business days to meet such lower price. In the event Seller fails to meet such lower price within ten (10) days, then Purchaser shall have the option to terminate the Purchase Order with no further liability.

AUDIT: Seller shall maintain complete and accurate records of and supporting documentation regarding provision of the goods and services under this Agreement, including the amounts billable to and payments made by Purchaser hereunder in accordance with generally accepted accounting principles applied on a consistent basis, and shall retain such records for seven (7) years after final payment. Seller agrees to provide Purchaser with documentation and other information with respect to the goods and services provided under this Agreement and each invoice as may be reasonably requested by such Purchaser to verify accuracy and compliance with the provisions of these Terms and Conditions. Purchaser and its authorized agents and representatives shall have access to such records for purposes of audit during normal business hours during the period for which Seller is required to maintain such records.

SURVIVAL: The rights and obligations of the parties under "Risk of Loss," "Delivery, Inspection, Acceptance, and Returns," "Limitation of Liability," "Warranty & Indemnification," "Intellectual Property and Unpatented Processes," "Liability," "Confidentiality/No Publicity" "Governing Law & Venue," "Interpretation," "Arbitration," "Most Favored Customer" and "Severability" Sections shall survive any termination of this Agreement.

SEVERABILITY: If any section, paragraph, sentence, clause, phrase, or any part of this Agreement is declared to be illegal or void, or if for any reason is declared to be invalid or of no effect, the remaining sections, paragraphs, sentences, clauses, phrases, or parts thereof shall be in no manner affected thereby but shall remain in full force and effect.

FLOW-DOWN REQUIREMENTS: To the extent applicable, Purchaser hereby requires Seller, and Seller agrees and covenants to comply with, any and all Federal Acquisition Regulation contract clauses and other Federal agency-specific contract "flow-down" clauses deemed necessary for flow-down by Purchaser to Seller to enable Purchaser to comply with its government contracting obligations.

NOTICES: All notices, requests, consents, claims, demands, waivers, and other communications (each a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Purchase Order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by nationally recognized overnight courier (with all fees pre-paid) or certified mail, return receipt requested. Except as otherwise provided in these Terms and Conditions, a Notice is effective only when received by the receiving party and if the party giving Notice has complied with the requirements set forth herein.

ENGLISH LANGUAGE: Pursuant to Canadian law, the parties declare that they have required this Agreement and all documents related hereto, either present or future, be drawn up in the English language only. Conformément à Droit canadien, les parties déclarent par les présentes qu'ils exigent que cette entente et tous les documents y afférents, soit pour le présent ou l'avenir, soient rédigés en langue anglaise seulement.