

GENERAL PURCHASING TERMS AND CONDITIONS

1. GENERAL

1.1 These General Purchasing Terms and Conditions (“**Terms and Conditions**”) shall apply to all purchases of Products and Services (as further defined in the Articles of Agreement) from the supplier (“**Supplier**”) by Ogin, Inc. (formerly known as FloDesign Wind Turbine Corp.) and any of its affiliates (“**Ogin**”), under a contract and purchase order (“**Purchase Order**”) by and between Ogin and Supplier. These Terms and Conditions constitute an integral part of the Supply Agreement and will apply to any future individual Purchase Orders issued for the duration of the Supply Agreement. Modifications to or deviations from these Terms and Conditions are hereby rejected unless evidenced by a written agreement signed by Ogin and Supplier.

2. PURCHASE ORDERS AND FORECASTS

2.1 A binding contract for the sale and purchase of the Products shall be considered made upon (confirmation of a Purchase Order by Supplier in writing.

2.2 Ogin may submit periodic forecasts to Supplier indicating the quantity of the Products that will be required by Ogin during a specific period of time (“**Forecast**”).

2.3 Each Forecast shall represent Ogin’s estimate of its needs, only, and shall not be binding upon Ogin. Supplier shall not be entitled to compensation from Ogin for any expenses or damages resulting from any differences between the Forecast and the actual Purchase Orders submitted by Ogin.

3. INSPECTION, QUALITY ASSURANCE

3.1 Ogin may inspect the premises where the production of the Products takes place, and perform tests on and make reasonable examinations of the Products and corresponding production methods, prior to or during production operations and/or final acceptance. Ogin shall give Supplier reasonable prior notice of when such inspection or Product testing will take place. All inspections and tests shall be performed in such a manner as not to unreasonably interfere with Supplier’s business.

3.2 Supplier shall comply with the quality assurance processes, systems and standards specified by Ogin in accordance with the Supply Agreement.

3.3 The Products and Services supplied by Supplier must meet all OSHA and other Federal and State regulatory agency requirements. If Supplier’s employees or contractors perform any services or work at a Ogin Plant, Supplier will ensure that its employees and contractors comply with the terms and conditions of this Supply Agreement as well as any Site-specific safety instructions given them by the Ogin Plant at which they perform work.

3.4 Supplier shall, on request, supply a production or shipping sample of the Products to Ogin. If Ogin has approved a sample for a specific Product, Supplier may not alter the design or make any other changes to the Product, without the prior written approval of Ogin. The Supplier is also responsible for notifying Ogin in the event the Supplier would consider altering methods of manufacturing, shifting suppliers or any other changes that are likely to have an impact on the fit, form, function, performance, quality or specifications of the Products and Services covered by the Supply Agreement. If Ogin cannot accept the new specifications, Ogin shall give Supplier notice, shall work with Supplier to find a solution to the new specification concerns, and for the interim period Ogin shall be allowed to purchase that Product from another source until such time as Ogin and Supplier can reach a resolution to the new specification concerns.

3.5 Should Ogin and Supplier be unable to reach a resolution regarding the new specification concerns within a 60-day period of time after notice from Ogin, then Ogin may, as its sole remedy, remove that Product from this Supply Agreement and purchase its Product requirements from another source.

3.6 No review, comment, approval, consent, rejection or permission to proceed by or on behalf of the Ogin concerning the manufacturing of the Products shall impair, limit, reduce or exclude in any respect any obligations, responsibility or liability of the Supplier or impose on Ogin any duty of care or liability whatsoever to the Supplier.

4. INSPECTION, PRODUCT ACCEPTANCE

4.1 The Supplier shall conduct inspections and tests to verify that the goods and services provided are complete per the Requirements Specification, Bill

of Materials or SOW and in compliance at the time of delivery. This shall be documented through checklists, Test & Inspection Reports, Certificate of Compliance or equivalent to signify that the item(s) are complete and compliant to the requirements specified for the product. A First Article Inspection (FAI) report is required for all first time manufactured items. Ogin may reject any Products which have, in Ogin's sole and exclusive judgment, any Defects (as defined in Section 8.1) or otherwise are nonconforming. The supplier will provide written report of cause(s) and corrective actions taken to correct and prevent recurrence of nonconformance. Products rejected or those which are supplied in excess of quantities ordered may be returned to Supplier at its expense. In addition, Ogin may charge Supplier all reasonable expenses of unpacking, examining, repacking and reshipping rejected Products, including any other loss or damage incurred directly or indirectly as a result of the rejection of the Products. In the event Ogin receives Products whose Defects or nonconformity are not apparent on examination, Ogin reserves the right to require replacement, within the warranty period provided herein.

5. DELIVERY, TITLE AND RISK OF LOSS

- 5.1 Risk of loss of, and title to, the Products shall pass from Supplier to Ogin when the Products are placed in the possession of a carrier, DDP Supplier's shipping point, unless otherwise specified in the Articles of Agreement. Partial shipments shall not be permitted unless otherwise agreed.
- 5.2 Supplier shall pack, mark, ship and store the Products in accordance with instructions issued by Ogin from time to time and ensure that all packages are durable for long distance ocean and inland transportation and contain appropriate labeling and documentation, including export packing requirements that may be required for specific Products (as applicable).
- 5.3 Ogin may request that delivery shall be made to a recipient other than Ogin, such as to a business assembling the Products or to a warehouse for storage on behalf of Ogin.
- 5.4 All quality documents, testing results, operating instructions and other certificates being necessary or demanded by Ogin for Supplier to properly fulfill its deliveries under the Supply Agreement, shall be delivered to Ogin on the date of delivery, the costs related to such documentation to be included in the price of the Products at the time the Supply Agreement is made effective. Any

delay in delivery of the above documents is considered as a delay of the Products to be delivered.

- 5.5 If Ogin is responsible for the importation customs clearance in the U.S., all shipping documents required for such importation customs clearance shall be delivered to Ogin as soon as possible to avoid any delay in carrying out the importation customs clearance in the U.S.

6. TIME FOR DELIVERY, DELAY

- 6.1 The Products shall be delivered on the delivery date and in accordance with the delivery terms set forth in the Supply Agreement or Purchase Order, TIME BEING OF THE ESSENCE TO OGIN.
- 6.2 Without prejudice to any claim which Ogin may have against Supplier with respect to the delay in delivery of the Products, if Supplier anticipates that it will not be able to deliver the Products on the date specified in the Purchase Order for delivery, Supplier shall promptly notify Ogin thereof in writing, stating the reason for the delay and when delivery can be expected. If Supplier fails to give such notice, Ogin shall be entitled to compensation for any additional costs which it incurs and which it could have avoided had it received such notice.
- 6.3 If delay in delivery is caused by any of the circumstances set forth in Section 13 (FORCE MAJEURE, the time for delivery shall be extended by a period which is reasonable after taking into account all the circumstances underlying the delay.
- 6.4 Except in the case of a delay caused by an event identified in Section 6.3, if the Products are not delivered at the time provided in the Supply Agreement Purchase Order, and Ogin does not elect to terminate the Supply Agreement in accordance with Section 6.5, Ogin is entitled to invoice the Supplier the following sums to Ogin as liquidated damages: during weeks one (1) through five (5) of delay, liquidated damages shall be payable at a rate of two (2) per cent of the price for the Products delayed, with a maximum limit of compensation of ten (10) per cent of the purchase price of the Products delayed. If the delay exceeds five (5) weeks, Ogin may terminate all or any portion of the Supply Agreement according to Section 6.5.
- 6.5 Except in cases of excused non-performance, if Supplier is unable to supply Products, based on a mutually agreed release schedule, and as a result of such failure Ogin must acquire Products from another supplier on an

emergency basis, Supplier will assume all additional costs and expenses of procuring such replacement Products.

- 6.6 If the delay in delivery could result in Ogin not being able to fulfill Ogin delivery commitments or in any way impose significant costs upon Ogin, then Ogin may elect, by notice in writing to the Supplier, to terminate all or any portion of the Supply Agreement. If Ogin terminates the Supply Agreement, Ogin shall be entitled to compensation for the direct and indirect losses and damages it has suffered as a result of the delay and termination. The parties agree that Ogin has the right to terminate the Supply Agreement by notice in writing to Supplier, if it is clear from the circumstances that there will be a delay in delivery in excess of three (3) weeks.
- 6.7 Supplier may not deliver the Products before the delivery date set forth in the Supply Agreement or Purchase Order, without Ogin's prior written approval. If Supplier makes such early delivery without Ogin's approval, Ogin shall have no obligation to accept the delivery and Supplier will assume all risks and expenses associated with such early delivery. Ogin shall give Supplier reasonable written notice of orders and shipment dates, and unless otherwise specified herein, shall take deliveries in approximately equal monthly quantities. The notice period shall be 5 days for orders and shipment dates or for cancellation of any orders if delivery is by truck (and two weeks in the case of delivery by railcar). Ogin shall be responsible for all reasonable costs incurred by Supplier as a result of any failure by Ogin to comply with these notification requirements, including but not limited to those associated with re-routing or expediting shipments or handling the return, storage or disposal of unneeded Products.

7. PRICE AND PAYMENT

- 7.1 The prices for the Products stated in the Supply Agreement (or the Purchase Order, as applicable) shall not be subject to change during the duration of the Supply Agreement, and no surcharges, premiums or other additional charges of any type shall be added, without Ogin's prior written consent. Supplier expressly assumes the risk of any event or cause (whether or not foreseen) affecting such prices, including any foreign exchange rate changes, taxes, increases in raw materials costs, inflation, increases in labor and other manufacturing costs. All taxes, duties, fees and other charges imposed by any authority on the Supplier for its performance of the Supply

Agreement or payment received under the Supply Agreement, shall be the responsibility of the Supplier and included in the prices listed in the Purchase Order.

- 7.2 Unless otherwise provided in the Supply Agreement or Purchase Order, payments for the Products shall be made within 45 days following the date of the invoice. Supplier may not invoice Ogin until after delivery of the Products under Section 5. Payment shall be made in the currency stated in the Supply Agreement or Purchase Order, as applicable. If no currency is stated, Ogin shall make payment in USD.
- 7.3 Ogin is entitled to withhold payment of the purchase price in the event Supplier has breached any of its obligations under the Supply Agreement, the Purchase Order or these Terms and Conditions.
- 7.4 Payment will not constitute acceptance of any Defect in Products or non-conforming Products, nor shall it limit or affect any of Ogin's rights.
- 7.5 Ogin shall have the right, during the term of the Supply Agreement and for three (3) years after the completion or cancellation of any Purchase Order, to audit Supplier's books, records and data in any form to verify the content of any invoice submitted by Supplier and compliance with the terms hereof.
- 7.6 Ogin will administer on a "**Net Settlement Basis**" all of the accounts of the Supplier arising from the Supply Agreement, Purchase Order and all other agreements relating thereto. Net Settlement Basis means that Ogin may set off and recoup against Ogin's accounts payable to Supplier any amounts for which Ogin determines in good faith the Supplier is liable to it under the Supply Agreement, Purchase Order or other agreements with the Supplier.

8. WARRANTY AND LIABILITY FOR DEFECTS

- 8.1 Supplier warrants that the Products shall be free from all defects ("**Defect**") during the warranty period stated below. A Product shall be considered to have a Defect if it:
- (a) in any respect deviates from the drawings, specifications, statements of work, samples and other descriptions, technical specifications and requirements relating to the Products that have been furnished, specified or approved by Ogin;

- (b) does not comply with the description in the Supply Agreement or Purchase Order (as applicable);
 - (c) does not comply with all applicable laws and regulations of the countries in which the Products are manufactured or sold;
 - (d) is not free from defects in design to the extent furnished by or on behalf of Supplier, even if the design has been approved by Ogin;
 - (e) is not free from defects in materials and workmanship;
 - (f) does not conform with any samples approved by Ogin or with the adjusted quality required by Ogin;
 - (g) does not conform with the instruction referred to in Section 5.2; or
 - (h) is not suitable or safe for their intended use, including the specified performance in the component, system and subsystem location specified by Ogin and the environment in which the Products are or reasonably may be expected to perform.
- 8.2 Supplier further warrants that the Products are (a) are free of all charges, liens and encumbrances and Supplier has ownership to them, and (b) do not infringe upon any intellectual property rights of any third party and shall be free of any rightful claims from any third party.
 - 8.3 Ogin shall notify the Supplier in writing of any Defect. The notice shall contain a description of the Defect.
 - 8.4 Unless otherwise specified in the Supply Agreement or Purchase Order, the term of Supplier's warranty shall be for a period of five (5) years following delivery of the Product under Section 5.1. If hidden Defects are discovered in the Product within the warranty period, Supplier shall be liable for Defects of equivalent nature that are discovered in the other Products after expiry of the warranty period.
 - 8.5 Supplier's warranty shall not cover defects caused by normal wear and tear, inadequate maintenance or faulty repair after delivery, failure to observe the operating instructions or materials provided, or a design stipulated or specified by Ogin.
 - 8.6 Supplier shall remedy any Defect within the designated period and at the location specified by Ogin, through repair or replacement of the Product or any parts of the Product as determined by Ogin in its sole discretion. Supplier shall at its own expense arrange for any dismantling and reassembly of equipment other than the Product, to the extent that this is necessary to remedy the Defect. The Supplier's representative dispatched by the Supplier to rectify the Defect shall arrive at the location specified by Ogin within forty eight (48) hours after receipt of notice from Ogin by the Supplier. Should Supplier have failed to perform its obligation to remove a specific Defect within a reasonable period fixed for it, Ogin will have the right to terminate the Supply Agreement and also to demand damages for the losses sustained by Ogin due to the Defect, including consequential losses.
 - 8.7 Ogin is permitted to remedy the Defect itself or through a third party if (a) Supplier has not remedied the Defect in accordance with Section 8.6, (b) Ogin has already incorporated the Product in its goods (including in any pre-assembly processing); (c) the remedial work cannot be performed without disruption to or delay in Ogin's or Ogin's customers' operations; or (d) the remedial work would cause Ogin to incur additional costs. Ogin may remedy the Defect by (i) rejecting the Products having a Defect, returning them to the Supplier and request redelivery of Products without Defect; or (ii) retaining the Products and repair them itself or through a third party. The Supplier will be responsible for the expense of the remedial action undertaken by Ogin, a third party engaged by Ogin or the Supplier.
 - 8.8 If Products fail to meet or exceed any of those Performance Guarantees after Supplier has been given a reasonable chance to remedy, Ogin may elect to have Supplier remove the remaining inventory and refund the total purchase price. Supplier shall be responsible for all costs associated with such delays including any and all penalties directly attributable to Supplier failure to perform as passed down by any Ogin customer.
 - 8.9 Supplier shall indemnify and hold Ogin harmless for all direct, indirect, incidental and consequential damages, losses, costs, and expenses awarded against or incurred or paid by Ogin as a result of or in connection with a Defect, even if the Defect has been remedied.
 - 8.10 When a Defect in a part of the Product has been remedied, the Supplier shall be liable for defects in the repaired or replaced part under the same terms and conditions as those applicable to the original Product. For the remaining parts of the Product the warranty period shall be extended only by a period equal to the period during which the Product has been out of operation as a result of the Defect.
 - 8.11 Unless otherwise agreed, all shipping expenses incurred in connection with the remedying of

Defects shall be at the risk and expense of Supplier.

- 8.12 Defective parts which have been replaced shall be the Supplier's property provided that the replacement parts are accepted by Ogin.

9. WARRANTY ON SERVICES

- 9.1 Supplier warrants that all Services will be performed in accordance with the standards of care and diligence normally practiced by persons performing similar services and in the best workmanlike manner. Supplier shall execute due care, sound judgment and good engineering in carrying out its Services.
- 9.2 In the case of defective Services, the provisions of Sections 8.2 to 8.8 shall apply.

10. PRODUCT LIABILITY AND INSURANCE

- 10.1 Supplier shall indemnify, defend and hold harmless Ogin from and against all direct and indirect losses and damages arising out of or relating to a Product having caused personal injury or property damage due to a Defect.
- 10.2 If a claim for damage as described in Section 10.1 arises, Ogin shall notify Supplier and Supplier shall promptly provide Ogin with written confirmation of its undertaking to defend such claim.
- 10.3 If there is a risk of a Product causing personal injury or property damage due to a Defect, such that Ogin reasonably decides to recall a Product or take any other preventive measure, Supplier shall compensate Ogin for all its losses and costs in conjunction with such recall or measure.
- 10.4 Supplier will obtain and maintain, at its expense, commercial general liability insurance coverage of at least \$1 million per occurrence and \$2 million aggregate which shall include products liability coverage with a broad form vendor's endorsement in favor of "Ogin, Inc. and its affiliates and their respective officers, directors, employees and agents". Supplier shall provide Ogin with a copy of the insurance certificate evidencing the required coverage.

11. TOOLING

- 11.1 Supplier shall comply with the below-stated obligations with regard to tools, jigs, fixtures, moulds and other equipment supplied by Ogin or specially manufactured or adapted for manufacture or quality control of Products ("**Tooling**"):

(a) Supplier shall properly maintain the Tooling, so as to ensure manufacture of Products free of Defects.

(b) Ogin shall be entitled to acquire for a reasonable charge and thereafter to freely utilize, such Tooling as is owned by Supplier, when deliveries of the relevant Product to Ogin for serial production shall cease.

(c) Supplier shall ensure that the Tooling is stored in a safe and adequate manner and that it is insured for an amount equivalent to its replacement cost.

- 11.2 In addition, the following shall apply to Tooling owned by Ogin:

(a) Supplier shall provide Ogin with an acknowledgement of receipt, when the Tooling has been received.

(b) Supplier shall use internal marking on such Tooling in a way that Ogin's ownership is clearly shown and shall refrain from commingling the Tooling with property owned by Supplier or a third party.

(c) Supplier shall inform insurers as to Ogin's ownership of such Tooling.

(d) Supplier may not use Tooling for production for its own account or that of any third party.

(e) Supplier must obtain Ogin's prior consent in writing before moving the Tooling to another location of the Supplier or a third party, except in an emergency situation.

(f) Supplier shall, when production of the relevant Products has ceased or otherwise at Ogin's request, return the Tooling to Ogin at Supplier's expense.

12. CONFIDENTIAL INFORMATION

- 12.1 As used in the Supply Agreement, the term "Confidential Information" shall mean any data of a confidential or proprietary nature, shall mean all information, regardless of the form in which it is communicated or maintained (whether oral, written, electronic or visual) and whether prepared by Ogin or Supplier or otherwise, which is disclosed to other party, regardless of whether such information is disclosed intentionally or inadvertently, before or after the execution of this Agreement, in connection with the Products or Services and including all reports, analyses, notes or other information that are based on, contain or reflect any such Confidential Information. Confidential Information shall include, but not be limited to proprietary technical, marketing, operating, performance, cost, know-how, financial, business and process information,

software and hardware techniques, and all record bearing media containing or disclosing such information and techniques which is disclosed pursuant to this Agreement. The existence and terms of the Supply Agreement and Purchase Order are confidential.

- 12.2 Confidential Information does not include information which: (a) is within the public domain without breach of the Supply Agreement by either party; (b) that is or becomes available to either party from third parties who have received such information from the other party without restriction on use or further disclosure; (c) was already known to a party as evidenced by tangible evidence; (d) is disclosed in accordance with the written approval of the other party; (e) is independently developed by employees of either party who have not had access to such Confidential Information; and (f) is available to the either party by inspection or analysis on the market at the time of disclosure by such party.
- 12.3 On termination of the Supply Agreement, or at any other time the disclosing party requests, the receiving party shall return or, if the disclosing party requests, destroy all confidential information of the disclosing party without retaining any copies.
- 12.4 Confidential Information shall be held in strict confidence by the receiving party and shall not be disclosed or copied without prior written consent of the disclosing party, except to its employees, directors, and/or officers with a need to know the Confidential Information for the purposes of analyzing, implementing or completing the Products or Services. The receiving party shall be responsible for any breach of the Supply Agreement by its employees, directors, and/or officers. The standard of care for protection of Confidential Information will be that degree of care the receiving party uses to prevent disclosure, publication, or dissemination of its own Confidential Information. Each party agrees that any breach of its obligations under this Section 12 will cause irreparable harm to the other party; therefore, the each party shall have, in addition to any remedies available at law, the right to obtain equitable relief to enforce this Supply Agreement without having to prove irreparable harm or post a bond.
- 12.5 It is understood that nothing contained in this Supply Agreement shall be construed as granting or conferring rights by license under any trademark, patent or copyright, or applications for same which are now or may thereafter be obtained, by the conveying of Confidential Information to the receiving party.

- 12.6 The obligations of the receiving party under this Section 12 shall survive the termination or expiration of any Supply Agreement.

13. FORCE MAJEURE

- 13.1 Either party shall be entitled to suspend performance of its obligations under the Supply Agreement to the extent that such performance is made impossible by any circumstance beyond the control, and not the result of the negligence or willful misconduct, of the party, including, but not limited to, natural disaster, fire, explosion, war, or embargo.
- 13.2 A party may invoke a Force Majeure event under Section 13.1 only if it has promptly notified the other party in writing of the occurrence and on the cessation of such event.
- 13.3 Either party shall be entitled to terminate the Supply Agreement or Purchase Order, as applicable, by notice in writing to the other party if performance of the Supply Agreement, or Purchase Order is suspended under Section 13.1 for more than 30 consecutive days.

14. PURCHASES FROM SUPPLIER DIRECTED BY Ogin

- 14.1 Ogin may have engaged Supplier to assemble components to deliver a functional module or end product to Ogin. Ogin may in this connection have directed Supplier to purchase components from certain specific suppliers. Such components purchased may only be utilized by Supplier for deliveries of Products to Ogin.
- 14.2 Claims concerning components referred to in Section 14.1 shall be made directly to such supplier and not to Ogin. The fact that Ogin has directed such supplier to Supplier does not imply that Ogin takes any responsibility for such supplier's fulfillment of its obligations.

15. CODE OF CONDUCT

- 15.1 Supplier shall comply with Ogin's code of conduct applicable from time to time, as provided by Ogin in a hard copy or published on Ogin's website. Any breach of the code of conduct shall entitle Ogin to terminate the Supply Agreement with immediate effect.

16. SUBCONTRACTORS

- 16.1 Supplier may not appoint subcontractors for the manufacture of Products, unless the Supplier has first obtained Ogin's express approval in writing.
- 16.2 If Ogin has approved Supplier's appointment of a certain subcontractor, Supplier shall remain primarily responsible to Ogin for the performance of any subcontractor's obligations. Supplier shall ensure that the conditions of Sections 3, 4, 12 and 15 become a part of its Purchase Order to sub-suppliers for all goods or services that are used in the Products.
- 16.3 Supplier will obtain from all of its subcontractors waivers and releases of all liens which may be imposed by them against (i) the products provided under this Contract and/or Purchase Order or (ii) Ogin's premises or the improvements thereon, and Supplier will defend, indemnify, and hold harmless Ogin with respect thereto.

17. INTELLECTUAL PROPERTY RIGHTS

- 17.1 Supplier hereby grants to Ogin, without further cost to Ogin, an irrevocable, non-exclusive and royalty-free license, with the right to sub-license, to make, have made, use, and sell products embodying any and all inventions and discoveries which may be made, conceived, utilized or actually reduced to practice in connection with the performance of the Products.
- 17.2 If Ogin furnishes specifications, requirements, designs and the like to Supplier for the manufacture of the Products, Supplier acknowledges and agrees that Ogin is and remains the sole and exclusive owner of all such specifications, requirements, designs and the like, and of all improvements, modifications, derivative works and intellectual property rights therein whether said improvements are conceived or reduced to practice solely or jointly by supplier.
- 17.3 If Ogin's purchase of a Product initiates development or design work, whether solely or jointly by Supplier, any intellectual property rights arising from such work is the property of Ogin. Supplier hereby grants, assigns and transfers to Ogin (without further cost to Ogin) all rights (present or future), title and interest in said aforementioned intellectual property rights.
- 17.4 Unless otherwise agreed, Supplier shall not use any corporate name or trademarks belonging to Ogin or its affiliates. Supplier may not place its own trademark or trade name on the Products, unless Ogin has given its prior written approval.
- 17.5 Supplier agrees that it will defend, at its own expense, and will indemnify and hold harmless

Ogin, its predecessors and successors, all of its past, present and future shareholders, directors, officers, employees, customers, representatives, attorneys, agents, and assigns, and all of its affiliates, subsidiaries, parent or controlling corporations, and their affiliates and subsidiaries, or any other entity through which it conducts business, from and against any and all damages, demands, expenses, claims, liability, injuries, suits, and proceedings asserted or brought against Ogin, its employees, officers, directors, members and agents, based on a claim that any Products, inventions, materials, software or other writings, works or articles developed by Supplier for Ogin during the course of performance under this Supply Agreement or Purchase Order constitutes an infringement of any trademarks, trade secrets, patent, copyright or any other right, provided that Supplier is notified of same in writing promptly after Ogin becomes aware of the possibility that such an alleged infringement has occurred. If any such property is held to constitute an infringement and the exercise of rights thereto is enjoined, Ogin may require that Supplier, at its sole expense, (i) obtain for Ogin the right to continue exercising such rights to such property, (ii) modify such property so that it does not infringe, or (iii) accept Ogin's return of such property and grant Ogin a full credit therefor.

18. TERMINATION; SURVIVAL

- 18.1 Ogin may at any time terminate the Supply Agreement or any Purchase Order for its sole convenience. In the event of such termination, Supplier shall immediately stop all work and shall immediately cause its suppliers or subcontractors to cease such work. Supplier shall be paid a reasonable termination charge reflecting the actual work performed (including a pro-rated profit applicable to the actual work performed) prior to termination notice, plus actual direct costs of the Supplier resulting from termination. Supplier shall not be paid for any work performed after receipt of the termination notice, except that necessary to effect termination, nor for any costs incurred which reasonably could have been avoided. Any claims by Supplier under this paragraph must be asserted in writing in detail within 30 days following receipt of Ogin's termination notice.
- 18.2 Either party may terminate the Supply Agreement or any Purchase Order for cause if the other party fails to comply with any of the terms of the Supply Agreement or Purchase Order, these Terms and Conditions, and fails to cure such non-compliance within 30 days following receipt of the other party's notice. In the event that Supplier is in

breach of its obligations with respect to the Supply Agreement, Purchase Order or these Terms and Conditions, Ogin shall be entitled to recover from Supplier its costs and attorneys' fees incurred in enforcing or defending its rights hereunder.

- 18.3 The obligations of the parties pursuant to Sections 8, 9, 10, 12 and 17 shall survive the termination or expiration of the Supply Agreement.

19. LIMITATION OF LIABILITY

- 19.1 Except as otherwise provided in Sections 12 and 18, there shall be no liability for either party towards the other party for loss of production, loss of profit, loss of use, loss of contracts or for any other consequential or indirect damages whatsoever.

20. MISCELLANEOUS

- 20.1 Each party may neither transfer nor assign its rights or obligations under a Supply Agreement or Purchase Order without the written consent of the other party. Ogin may however transfer or assign such rights and obligations to any affiliate, or to any successor by acquisition or merger without the prior consent of the Supplier.
- 20.2 Each party shall keep the other party reasonably informed on all matters that could be considered to be of importance to the parties' performance under the Supply Agreement.
- 20.3 Neither party will offer or give any gratuity to induce any person or entity to enter into, execute or perform any term or condition of this Supply Agreement or Purchase Order or any other agreement with between the parties. Each party further represents that it has knowledge and understanding of the Foreign Corrupt Practices Act of the United States of America ("FCPA"), and that no principal, partner, officer, director or employee thereof is or will become an official of any governmental body of any country (other than the U.S.) in which Supplier provides goods or services for Ogin during the term period which this order covers. Each party agrees that it shall not, in the conduct of its performance under this order, and with regard to any funds, assets, or records relating thereto, offer, pay, give, or promise to pay or give, directly or indirectly, any payment or gift of any money or thing of value to (i) any non-U.S. government official to influence any acts or decisions of such official or to induce such official to use his influence with the local government to effect or influence the decision of such government in order to assist that party in its performance of its obligations under this order or

to benefit the other party; (ii) any political party or candidate for public office for such purpose; or (iii) any person if that party knows or has reason to know that such money or thing of value will be offered, promised, paid, or given, directly or indirectly, to any official, political party, or candidate for such purpose. Supplier shall defend, indemnify, and hold harmless Ogin, from and against any and all claims, losses, damages, expenses and liabilities, including attorney fees, arising from the failure of Supplier to comply with the FCPA. In addition, in the event Supplier violates the FCPA, Ogin may terminate the order, without liability and the order shall in the event of termination by Ogin be rendered void.

- 20.4 Unless otherwise agreed by Ogin in writing, Ogin will not be a party to the importation of goods. All purchases under this order will be consummated subsequent to importation, prices will be inclusive of all duties and other costs of customs clearance and Supplier will not cause or permit Ogin's name to be shown as "importer of record" on any customs declaration. In any case where Ogin agrees to be the importer of record, Supplier will provide all information needed to affect customs entry into each country into which the products are to be imported.

Supplier will provide such documentation and other assistance as Ogin may request to allow Ogin to claim drawback of duties and taxes on Products or articles manufactured from Products provided under this order.

- 20.5 Supplier will accurately indicate the country of origin of the Products provided under this Supply Agreement or Purchase Order on the customs invoice and other applicable documentation. Supplier will provide certificates of origin relating to such products within the meaning of the rules of origin of the NAFTA preferential duty provisions and execute such other documents as may be necessary for Ogin to claim duty preference under any applicable programs.

21. WAIVER OF JURY TRIAL; APPLICABLE LAW; JURISDICTION

- 21.1 TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER AND SELLER HEREBY WAIVE TRIAL BY JURY IN ANY LITIGATION IN ANY COURT WITH RESPECT TO, IN CONNECTION WITH, OR ARISING OUT OF THESE TERMS AND CONDITIONS AND/OR THE PURCHASE OR USE OF THE PRODUCTS.

21.2 THESE GENERAL TERMS AND CONDITIONS SHALL BE INTERPRETED UNDER THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS WITHOUT REFERENCE TO ITS CONFLICTS OF LAWS PRINCIPALS.

21.3 ALL ACTIONS ARISING UNDER THE SUPPLY AGREEMENT OR THESE TERMS AND CONDITIONS SHALL BE SUBMITTED TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS OF THE STATE OF MASSACHUSETTS.

22. ENTIRE AGREEMENT

22.1 These Terms and Conditions (plus any documentation comprising the Supply Agreement) sets forth the entire agreement between Ogin and Supplier for the purchase and sale of Products, and supersedes all prior agreements and discussions pertaining to the same.

Supplier hereby accepts these Terms and Conditions and confirms that these Terms and Conditions will apply for all deliveries of Products and Services from the undersigned party to Ogin.