

**TERMS AND CONDITIONS OF PURCHASE**  
(03/2025)**1. SCOPE**

These Global Terms and Conditions of Purchase ("**Terms**") apply to all purchase orders and agreements ("**Order(s)**") which constitutes an offer placed by Harger, Inc. ("**Harger**") to purchase Items (as defined below) from supplier ("**Supplier**") expressly limited to the Terms. Harger, Inc. is an entity within the TE Connectivity PLC family of companies, which includes all direct and indirect subsidiaries and affiliates of TE Connectivity PLC. Once accepted by Supplier, these Terms form a valid and enforceable contract between Harger and Supplier. Harger and Supplier are individually referred to as a "Party" and collectively as the "Parties."

**2. ACCEPTANCE**

2a. This Order and Terms are deemed accepted by Supplier and constitute the entire agreement between the Parties with respect to the subject matter hereof upon any of the following: Supplier's (i) written acknowledgement of this Order; (ii) commencement of performance or shipment of Items; (iii) acceptance of any payment under this Order; or (iv) failure to deliver written notice of rejection of this Order to Harger within five (5) business days after receipt of this Order. "**Items**" means all goods, materials, machinery, equipment, tooling, software, components, technical data, work and services, including but not limited to, the design, procurement, manufacture, assembly, tests and inspections, and delivery of the Items to Harger and if specified in this Order, installation and/or commissioning of the Items, ordered by Harger. This Order does not constitute acceptance of any offer to sell, quotation, or any proposal of Supplier. Reference in this Order to any offer to sell, quotation, or proposal will not constitute a modification of any of the Terms. Harger may correct any clerical errors or omissions in this Order. Supplier's use of a subcontractor or sub-supplier at any tier ("**Subcontractor**"), whether selected, directed or approved by Supplier, Harger or Harger's customer, to fulfill this Order will not excuse Supplier of its obligations or requirements to Harger under this Order.

2b. No amendment, modification, or waiver of these Terms will be effective against Harger except as set forth in writing signed by Harger's authorized representative. Terms or conditions proposed by Supplier in its acceptance or otherwise which are additional to or different from these Terms ("**Additional Terms**") are rejected without further notification from Harger and will not become a part of this Order. An attempted acknowledgement of this Order containing Additional Terms is not binding on Harger unless expressly accepted by Harger in writing. An exchange or series of written or electronic correspondence will not be deemed a signed writing for amendment, modification or waiver of these Terms or acceptance of Additional Terms. Harger's clicking any buttons or any similar action, such as clicking "I Agree" or "Confirm," ("**Clickwrap**") to use Supplier's software, webpage or portal ("**Supplier's Site**") for the placement of orders, accessing invoicing or otherwise, is NOT an agreement to Supplier's terms and conditions of sale or use of Supplier's Site. Supplier's terms and conditions of sale and terms of use of the Supplier's Site are deemed rejected by Harger in their entirety and are of no force or effect. No employee, agent or representative of Harger has the authority to bind Harger by Clickwrap on Supplier's website or portal.

2c. Harger may, at any time, by written notice make changes within the general scope of this Order in the specifications, designs, drawings, quantity ordered, methods of shipment, packaging, or place or time of delivery. Nothing will relieve Supplier from proceeding without delay to perform this Order as changed. Supplier will not make any changes to specifications, designs, drawings, materials or manufacturing processes or location without Harger's prior consent. In the event of a conflict between these Terms and the terms of any supply or services agreement between the Parties governing the same subject matter, the terms of that supply or services agreement signed by the Parties will supersede these Terms. In the event of any inconsistency among this Order and the documents referenced herein and any attachments hereto, the inconsistency will be resolved by giving precedence in the following descending order: (i) provisions on the face of this Order, (ii) the specifications, (iii) the drawings, (iv) these Terms, and (v) the documents incorporated by reference herein.

**3. PRICE/TAXES**

3a. Upon acceptance of the Order, Supplier's prices will be firm and may not be changed, except as provided below or if agreed between the Parties in writing, and include: the cost of packaging the Items in a manner suitable for shipment by the method specified by TE, all expenses, social insurance contributions, fees (those imposed on or measured by the services provided or goods delivered), taxes, tariffs and duties applicable to the Items, provided that any value added tax ("**VAT**") and/or similar tax will not be included in Supplier's price but must be separately identified on Supplier's invoice. If Supplier's price or the regular market price of the Items is lower than the price stated in this Order on the date of shipment of the Item, Supplier agrees to reduce Harger's price to the lower price on any such Item.

3b. Supplier will be responsible for any and all payroll taxes for services performed by Supplier's personnel. If VAT, GST, sales tax, or other similar taxes are imposed by the country in which the services are performed, unless Harger has provided an exemption certificate or a direct pay permit, Supplier agrees to bill such taxes as separate line items on an invoice, in accordance with the applicable taxing jurisdiction's laws. Where VAT is applicable, Supplier agrees to use its reasonable commercial efforts to ensure that its invoices to Harger are issued in such a way that they meet the requirements for deduction of input VAT by Harger.

**4. PAYMENT TERMS AND DISCOUNT**

4a. Unless otherwise agreed upon by the Parties, the payment terms are net ninety (90) days from the later of when the conforming Items are received or services rendered, the date of receipt of a duly issued complete accurate invoice or Harger's receipt of all accurate supporting documents. Payment will be less any applicable discounts, debit or offsets and will be in the currency stated in this Order, or if not stated, in a currency determined by Harger using the Wall Street Journal currency exchange rates in effect on the first Tuesday of the month. If Harger disputes an invoice, Harger will have the right to withhold payment of any amount due. Paper invoices will be assessed a processing fee of \$10.00 per invoice to be billed periodically by Harger to the Supplier and reduced from the next payment. Paper invoices will only be accepted where local regulations do not allow self-billing (e.g. ERS or Consignment) or electronic invoicing.

4b. Supplier will issue invoicing to Harger. If Harger does not receive a complete and accurate invoice within one hundred twenty (120) days from the date of delivery of the Items, Harger may deduct 1.5% per month, calculated proportionately per day, of that total invoice unless otherwise agreed between the Parties. This does not apply to: (i) amounts paid after a dispute; (ii) rejected invoices that are first received timely and then corrected; (iii) invoices delayed due to Harger's actions or omissions; or (iv) delays the Parties have agreed to in writing. In any event, Harger will not be liable for, and Supplier will waive its rights to claim payment of any fees, costs, taxes and expenses arising out of this Order for which Harger does not receive an invoice within one hundred eighty days from the date of delivery of the Items.

## 5. DELIVERY

5a. Time and rate of delivery are of the essence in the performance of this Order. Supplier will make all deliveries FCA Supplier's Facility (INCOTERMS 2020) with title to Items transferring upon delivery to Harger, or Harger's designated drop ship location, unless other delivery instructions or arrangements are agreed between the Parties. Supplier will give written notice of shipment to Harger when the Items are delivered to a carrier for transportation. Supplier will provide Harger all shipping documents, including the commercial invoice, packing list, air waybill/bill of lading and any other documents necessary to release the Items to Hager. Harger's Order number and Supplier's packing slip number description and quantity must appear on all shipping documents, shipping labels, bills of lading, air waybills, invoices, correspondence and any other documents pertaining to this Order. If this Order requires additional services to be performed after delivery, Supplier will retain risk of loss or damage to the Items until the additional services have been completed. Packing slips must accompany all shipments. Supplier will immediately notify Harger in writing of any event or condition that could delay delivery of the Items beyond the delivery date with notice to include: (i) cause for such delay, (ii) part number, quantity and cost of the affected Item(s), (iii) proposed corrective action including if expedited delivery can be arranged; all of which will be subject to Harger's prior approval at Harger's sole discretion. However, such notification will not require Harger to accept any late shipment or waive any of its rights or remedies. Supplier will be responsible for all expediting costs of late Items and damages resulting from Supplier's failure to make timely or conforming deliveries of Items, including, but not limited to, costs Harger incurs for the correction of Items with quality problems and costs Harger incurs in connection with Harger's machining and/or assembly line downtime. Harger's verification of quantities received will be accepted as final and conclusive on all shipments. If Supplier's delivery of the Items is not made in the quantities and at the times specified by Harger, Harger reserves the right without liability and in addition to any other rights and remedies at law, contract or at equity, to cancel this Order and to procure substitute Items and charge Supplier with any excess costs and expenses incurred. Harger will have the right to reject any Items which are tendered by Supplier in advance of the date scheduled for delivery, to accept early delivery of Items and defer payment until after the scheduled delivery date or to accept early delivery of Items and place such Items in storage at Supplier's expense until the scheduled delivery date. Harger may return any over shipments to Supplier at Supplier's risk and expense.

5b. Supplier will package, mark, and ship all Items in accordance with: (i) the requirements of this Order and Harger's specifications, (ii) all applicable Laws, including those pertaining to environmental, occupational health and safety standards of the countries in which the Items are shipped, (iii) generally accepted industry practices, and (iv) in a manner which will permit the securing of the best transportation rates. When Harger's specifications are not provided, packaging, marking and shipping are the responsibility of the Supplier and will be adequate to prevent damage or deterioration during shipment. Damage to any Item resulting from improper packaging or handling will be charged to the Supplier. No additional charges will be allowed for containers, crating, boxing, bundling, dunnage, drayage, storage, or transportation, unless stated in this Order.

## 6. FORCE MAJEURE

6a. Neither Party will be held responsible for any delay or failure in performance of any part of this Order resulting from any act of God, fire, flood, earthquake, war, act of terrorism, embargo, government requirement, civil or military authority, pandemic, or any other causes not foreseeable and beyond the control of the Party whose performance must be suspended or excused, provided that such delay or failure in performance could not have been prevented by reasonable precautions, and such non-performing or delayed Party gives the other Party prompt written notice of the Force Majeure ("**Force Majeure Event**"). Events such as delays in transportation, inability to obtain goods or materials, or other forms of supply disruption will not constitute a Force Majeure Event and will not excuse performance. In the event of a Force Majeure Event, the non-performing Party will use its best efforts to recommence performance whenever and to whatever extent possible without delay, including using alternate sources, workaround plans or other means. If a Force Majeure Event causes Supplier to allocate limited resources between or among Supplier's customers, Supplier will not provide to any other customers of Supplier priority over Harger. If upon the request of Harger, Supplier fails to provide adequate assurance that any delay will not exceed thirty (30) days, or if any delay lasts longer than thirty (30) days, Harger may terminate, in whole or part, at no charge, any delivery or this Order and Supplier will reimburse Harger for costs associated with the termination.

6b. Not later than one (1) day after the determination that a Force Majeure Event will cause a delay in the supply of Items, Supplier will provide written notice to Harger describing any anticipated delays in its performance due to the Force Majeure Event and advising Harger of the anticipated duration of the delay, actions Supplier is taking to mitigate the delay, and the time that the delay will be cured. During the delay or failure to perform by Supplier, Harger may at its option (i) purchase Items from other sources and reduce its releases or quantities set forth in the Order to Supplier by such quantities, without liability to Supplier; (ii) require Supplier to deliver to Harger all or any portion of the finished Items, work-in-process and/or parts and materials produced or acquired for work under this Order; or (iii) require Supplier to provide Items of equal quality from other sources in quantities and at a time requested by Harger and at the prices set forth in this Order. If Supplier's delay or default is caused by a delay or default of a Subcontractor, such delay or default will be excused only if it arose out of a Force Majeure Event and was beyond the control of both Supplier and the Subcontractor and without the fault or negligence of either, and the Items were not obtainable from other sources in sufficient time to meet the required delivery or performance schedule. Harger will not be liable for failure to accept any part of the Items if such failure is the result of any cause beyond the control of Harger.

## 7. INSPECTION

7a. Supplier will provide immediate notice of any suspected nonconformance or defect and will initiate containment of the suspect Items within twenty-four (24) hours. Unless otherwise agreed, replacement of any nonconforming or defective Items will be accomplished by Supplier within (24) hours of Supplier's receipt of notification of the nonconformance or defect, and re-performance of any nonconforming or defective service will be accomplished promptly. Supplier will, within (24) hours of discovery of a nonconformance or defect, submit a written corrective action report to Harger. Such report will identify the root cause of the nonconformance, identify the affected Items and communicate a corrective action plan for Harger's review and approval. Acceptance of any portion of the Items will not bind Harger to accept other portions of the Items, including any future shipments, or waive its right to revoke acceptance of Items previously delivered or performed. Supplier will provide Harger and its customer(s) access to the work performed under this Order for inspection.

7b. Payment for any Items under this Order will not constitute acceptance, and Harger reserves the right to inspect all Items. Items that are defective in workmanship or material or not in conformity with the requirements of the Order, including any applicable drawings, specifications, samples and other descriptions, may at Harger's discretion, be rejected and returned at Supplier's expense or may be accepted at an appropriate reduction in price. Harger, at its option and sole discretion, in addition to its other rights and remedies it may have by contract, law or equity, may require Supplier to promptly replace, reperform, repair, or credit Harger for rejected Items and, if Supplier fails to promptly replace, reperform or repair, Harger may obtain the Items elsewhere and charge to Supplier the additional cost. Supplier will indemnify and hold harmless Harger for all costs, expenses and damages, whether direct, indirect or consequential, arising from Supplier's failure to provide conforming Items.

## 8. WARRANTY

8a. Supplier warrants that all Items provided will: (i) conform strictly with all applicable Laws, instructions, standards, designs, applicable drawings, specifications, samples and other descriptions, including but not limited to *TE Connectivity's: Total Quality Management Requirements for Suppliers* ("TEC-1005") and *Supplier Requirements for Product Environmental Compliance* ("TEC-138-702") found at <https://supplier.te.com>; (ii) be new, merchantable and free from all defects in design, materials, workmanship and title and, if not of Harger's design, be suitable for the purpose intended; (iii) be provided/performed in a competent and professional manner in accordance with the highest standards and practices that apply in Supplier's industry; and (iv) have clear and unencumbered title. Supplier will cause any lien or encumbrance asserted to be discharged, at its sole cost, within fifteen (15) days of its assertion (provided such liens do not arise out of Harger's failure to pay amounts not in dispute under the Order). The foregoing warranties will survive acceptance and payment and will also apply to any repaired or replaced Items or reperformed services and, in all cases, are extended to, and will inure to the benefit of Harger, its successors, assigns, and customers or users to whom the Items may be sold or transferred. Notwithstanding the specifications, drawings, samples and other descriptions furnished by Harger, Supplier warrants that the Items and the sale or use thereof by Harger or any transferee will not infringe any patents, copyrights, trade secrets, trademarks or other intellectual property rights ("IPR") of any third party.

8b. In the event of a breach of warranty, Harger is entitled to all rights and remedies available at law, contract or equity, with no added cost to Harger and at Harger's election: (i) repair, replace, reperform or reimbursement of the non-conforming Item; (ii) recoupment of any costs and expenses of removal and reinstallation of the Items from any component, assembly or system; (iii) recoupment of any other costs or expenses for return of the Items; and (iv) recoupment of any other costs, expenses, losses, incidental, consequential, punitive or special damages caused by or related to the non-conforming Items, including, but not limited to costs, expenses, and losses incurred by Harger: (a) in inspecting, sorting, repairing, or replacing such Items; (b) resulting from any production interruptions; (c) conducting any recall campaigns or other corrective actions; and (d) claims for personal injury or property damage. Supplier will be responsible for the cost of labor and engineering assistance, or development required to make the repair and all associated costs such as, but not limited to, shipping, customs and services that may be required to make the repair. For the avoidance of doubt, the Supplier will pay to Harger all the reasonable out of pocket expenses (if any) incurred by Harger in testing or examining any portion of the Items for the purpose of or in connection with this warranty if the cause of failure is attributable to the Supplier. It is the responsibility of the Supplier to show that the failure cannot be attributed to the Supplier. Any non-conforming Item repaired or replaced during the warranty period will be subject to a warranty period the greater of the balance of the original warranty period, or an additional two (2) years.

8c. The repair, reperformance or replacement of any nonconforming Item includes the delivery to Harger of a descriptive report of the fault found and, when appropriate, of the repair carried out on such nonconforming Item. The maximum time for repair of the Items (including shipping and customs clearance) will be one (1) year or as defined in the requirements provided by Harger in its request for quotation, whichever is earlier.

## 9. CONFIDENTIAL INFORMATION

9a. In connection with this Order Harger may, at its sole discretion, provide Supplier with Confidential Information of Harger, Harger's customers, contractors, consultants or other suppliers. Any information disclosed by Harger is considered "**Confidential Information**," which may include, by way of example but without limitation, data, know how, formulas, formulations, algorithms, computer programs, processes, designs, sketches, photographs, plans, drawings, product concepts, specifications, samples, reports, laboratory notebooks, business and financial plans, vendor, customer and distributor names, pricing information, market definitions, inventions, and ideas. CONFIDENTIAL INFORMATION IS PROVIDED "AS IS" WITH NO WARRANTY AS TO ITS ACCURACY OR COMPLETENESS.

9b. Supplier agrees to: (i) use Confidential Information solely for purpose of fulfilling this Order; (ii) limit the disclosure of Confidential Information to its employees and employees of its affiliates who have a need to know in support of this Order and ensure such employees are bound by confidentiality obligations substantially similar to the terms of this section prior to receiving the Confidential Information; (iii) only disclose Confidential Information to a third party if Supplier has obtained prior express written consent of disclosure from Harger; (iv) use the same degree of care as Supplier uses to protect its own Confidential Information of a similar nature, but in any case no less than a reasonable degree of care, to prevent unauthorized use, disclosure, dissemination or publication of Confidential Information; (v) not copy or duplicate Confidential Information unless necessary to fulfill the Order; and (vi) not reverse engineer or decompile Confidential Information. Supplier will guarantee and assume responsibility for its affiliates with the provisions of this section.

9c. Supplier may disclose Confidential Information if required by any judicial or governmental requirement or order provided that the Supplier gives Harger sufficient prior notice to contest such requirement or order and reasonably cooperates with the Harger efforts to secure an appropriate protective order. If Harger is not successful in obtaining such court order, Supplier will furnish only that portion of the Confidential Information that is legally required and will exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be accorded the Confidential Information.

9d. All materials containing Harger's Confidential Information will remain the property of Harger. Upon written request by Harger, Supplier will promptly return or securely destroy all tangible and electronic copies of Confidential Information provided by Harger, except that Supplier may retain a single copy of such tangible Confidential Information in a secure manner for record keeping purposes only and will not be obligated to destroy electronic copies of Confidential Information not reasonably capable of being readily located and segregated (such as for example routine disaster recovery backup media of email or electronic data).

9e. Supplier agrees that Harger may disclose Supplier's Confidential Information to Harger's customers, contractors, or consultants who have a need to know in connection with this Order. If Supplier and Harger are parties to another confidentiality agreement covering this Order, the terms of that confidentiality agreement shall govern this Order.

9f. Supplier will not, without prior written consent of Harger, issue any news release, publicity or promotion material regarding this Order or make public use of any Identification in any circumstances related to this Order. "**Identification**" means any semblance of any trade name, trademark, service mark, insignia, symbol, logo, or any other designation or drawing of Harger or its affiliates. Supplier will remove or obliterate any Identification prior to use or disposition of any Item rejected or not purchased by Harger.

## 10. COUNTERFEIT PARTS/MATERIALS

10a. "**Counterfeit Goods**" will mean Items, including any material, part, component, module, or assembly of such Items, whose description, origin, material, source of manufacture, performance, or characteristics are misrepresented. This term includes Items that (i) are an unauthorized copy or substitute of an Original Equipment Manufacturer or Original Component Manufacturer ("**OEM/OCM**") item; (ii) are not traceable to an OEM/OCM sufficient to ensure authenticity in OEM/OCM design and manufacture; (iii) do not contain proper external or internal materials or components required by the OEM/OCM or are not constructed in accordance with OEM/OCM design; (iv) have been re-worked, re-marked, re-labeled, repaired, refurbished, or otherwise modified from OEM/OCM design but not disclosed as such or are represented as OEM/OCM authentic or new; or (v) have not passed successfully all OEM/OCM required testing, verification, screening, and quality processes. "**Authorized Distributor**" will mean a person, business, or firm that is expressly authorized or franchised by an OEM/OCM to sell or distribute the OEM/OCM's products.

10b. Supplier will not furnish to Harger any Items under this Order that are or contain Counterfeit Goods.

10c. Supplier will maintain a robust Counterfeit Materials and Parts Prevention system, compliant with or exceeding the Industry Standard AS- 5553A, and upon request provide proof of compliance and system effectiveness. Such system will be adequate to prevent the delivery of counterfeit materials and/or parts and to control materials and parts identified as counterfeit to ensure that Items furnished to Harger are not Counterfeit Goods. Supplier's system will include, but is not limited to, the direct procurement of Items from only OEMs/OCMs or their Authorized Distributors and conducting approved testing or inspection to ensure the authenticity of Items. Supplier will not acquire Items from any source other than OEMs/OCMs or their Authorized Distributors unless first approved in writing by Harger's Procurement representative. Supplier must present complete and compelling supporting documentation for its request and include in its request all actions Supplier will take to ensure the Items thus procured are not Counterfeit Goods. Harger's approval of Supplier's request does not relieve Supplier of its responsibility to comply with all requirements of this Order. At Harger's request, Supplier will make available immediately to Harger, OEM/OCM and other documentation that authenticates traceability of the Items to that applicable OEM/OCM.

10d. If Supplier becomes aware or has reason to suspect that it has furnished Counterfeit Goods to Harger, Supplier will immediately notify Harger and replace, at Supplier's expense, such Counterfeit Goods with OEMs/OCMs or Harger-approved Items that conform to the requirements of this Order. Supplier will be solely liable for all costs related to the replacement of Counterfeit Goods and any testing or validation necessitated by the installation of authentic items after Counterfeit Goods have been replaced.

10e. Supplier will solely bear the responsibility for procuring authentic Items from its Subcontractors and will flow down the requirements of this section to its Subcontractors for the performance of this Order.

## **11. HARGER PROPERTY**

11a. Harger will at all times have title to and the right to immediate possession of all tools, molds, dies, parts, supplies, jigs, fixtures, plans, drawings, specifications and all other equipment, materials and property that are furnished by Harger for Supplier's use; or are procured, produced, manufactured or fabricated by Supplier in connection with Supplier's performance; or are in any manner paid for directly or indirectly by Harger (all of which is collectively referred to as "**Harger Property**"). Supplier warrants that Harger Property will be and remain free and clear of any interest or claim on the part of Supplier's creditors or other third parties. Whether or not any or all of Harger Property is deemed a fixture, Supplier will obtain the consent of the landlord if its premises are leased to disclaim an interest in Harger Property. Supplier waives any and all liens that it has or may acquire with respect to Harger Property. Supplier will take all measures which Harger deems appropriate to perfect or evidence Harger's title to all Harger Property, including without limitation executing and filing financing statements and other documents, and for such purpose, Supplier irrevocably appoints Harger as Supplier's attorney-in-fact to execute all such documents in Supplier's name and on Supplier's behalf. Supplier will clearly mark or identify all Harger Property as belonging to Harger. Supplier will not transfer possession of any of Harger Property to any third party, or delegate or assign any obligations to Harger, unless specifically agreed by Harger in writing.

11b. While any Harger Property remains in Supplier's possession, Supplier will at its sole expense maintain the same in good operating condition and repair and in compliance with all specifications, manufacturer's warranties, bulletins, service descriptions and preventative maintenance plans, and in accordance with applicable Laws and permits. Supplier will provide detailed advanced notice when Harger Property may require replacement or major repair to ensure on time delivery of conforming Items. Supplier will be responsible for and will bear all risk of loss or damage to all Harger Property while in Supplier's care, custody, possession, or control, and will insure such risks with full replacement value fire and extended coverage insurance and include Harger as loss payee under Supplier's Property Insurance Policy and provide waiver of subrogation in favor of Harger. Harger will not waive its rights of subrogation in favor of Supplier. All costs incurred by Supplier to insure Harger Property will be at the expense of Supplier, including the funding of all deductibles and/or self-insured retentions. Unless agreed by Harger in writing, Supplier will use all Harger Property exclusively for Harger's benefit, and not for the benefit of any other party. If Harger Property is used for any prohibited purpose, this Order may be terminated at Harger's option and Supplier will be responsible for all losses and damages caused, notwithstanding any criminal proceedings which may be brought.

11c. Supplier, as a material part of the consideration, assumes all risk of damage to property or injury to persons arising from its possession and use of all Harger Property. Supplier will indemnify Harger from and hold Harger harmless against any and all claims arising from Supplier's use of Harger Property and any liens, levy or attachments to Harger Property, including all attorney's fees, expenses and liabilities incurred in the defense or settlement of any such claims, and, in the event of any claim against Harger by an employee or agent of Supplier, Supplier's liability and indemnification obligation will not be limited by any amount recoverable by such persons under worker's compensation or similar applicable law. Supplier will maintain such liability insurance with respect to its obligations, provide waiver of subrogation in favor of Harger and include Harger as Additional Insured under Supplier's Liability Insurance Policy. Harger's insurance requirements are not a limitation of liability.

11d. Harger will have the right to recover immediate possession of all Harger Property at any time, with or without cause, and without any additional costs being assessed to Harger by reason of such recovery. Upon Harger's direction, Supplier will deliver all Harger Property to Harger in good condition and repair, normal wear and tear excepted. Supplier grants to Harger the unconditional right to enter upon Supplier's premises during normal business hours upon notice to recover Harger Property. Supplier will be solely responsible to Harger for any damage to or loss of Harger Property until it has been returned to Harger as instructed by Harger.

## **12. HARGER'S DESIGN, INVENTION OR IMPROVEMENT**

12a. If the Items or parts thereof, contracted for, are Harger's design, Harger retains title and ownership rights in such design and Supplier will not reproduce for others any such Item or parts thereof without the prior written consent of Harger, nor will Supplier supply or disclose to others any information regarding such Items or parts thereof, nor incorporate in other Items or articles any special feature of design or manufacture or modification thereof, considered by Harger to be peculiar or unique to the Items or parts thereof, contracted for, without such prior written consent.

12b. Any invention, improvement, and/or copyrightable works resulting from or arising out of performance by Supplier or Supplier's employees or agents under this Order, which performance has been funded by Harger, will be the sole property of Harger and considered "works made for hire." To the extent any of the above may not constitute "works made for hire" under any local laws or for any other reasons, Supplier expressly assigns its entire right and interest to such invention, improvement, and/or copyrightable works to Harger. Supplier will notify Harger promptly of any such invention, improvement, and/or copyrightable works within thirty (30) days of its conception, discovery or existence and will provide all necessary assistance, at Harger's expense, in the event patent or other rights are sought by Harger.

12c. Nothing in this Order and no course of dealing between the Parties, will be construed to constitute the grant of a license, express or implied, to Supplier under any patent, patent application, trademark, copyright, trade secret, or other intellectual property of Harger.

### 13. ASSIGNMENT

The obligations of Supplier under this Order may not be assigned or subcontracted in whole or in part nor may any assignment of money due or to become due hereunder be made by Supplier without the prior written consent of Harger. Any prohibited assignment will be null and void for all purposes. A change in control of Supplier of all or substantially all of Supplier's assets, will constitute an assignment. Harger may assign this Order, and/or any interest therein without Supplier's consent.

### 14. SUPPLIER'S CONTINUING OBLIGATION

Excluding a Force Majeure Event, Supplier may not suspend performance for any reason, including in the event of any claim between the Parties arising out of, or in connection with, any Order or invoice. Supplier's obligation to provide Harger with a continuous, uninterrupted supply of Items in accordance with the terms of this Order will not be excused by such claim. If Supplier intends to suspend operations for maintenance of its facility, Supplier will give Harger at least 6 months' notice and will shield Harger from any supply disruption by maintaining bridge inventory for the entire period of the suspension. In addition, Supplier will, at its expense, take all necessary actions to ensure the supply of Items to Harger for at least thirty (30) days during any anticipated labor disruption or resulting from the expiration of Supplier's labor contracts.

### 15. OBSOLESCENCE, DIMINISHING SOURCES, AND DISCONTINUED PRODUCTS

15a. Supplier agrees that a consistent and reliable source of supply is of utmost importance to Harger. Supplier acknowledges that it has been selected by Harger due to Supplier's assurance to maintain a reliable and consistent source of supply to Harger for the Item(s). Therefore, Supplier agrees, by accepting this Order, to use its best efforts to maintain the ability to fulfill all orders placed by Harger for Item(s) subject to this Order for at least twelve months following the last delivery date specified under this Order. If Supplier anticipates difficulty in meeting Harger's demand for any Item during such period, then Supplier will immediately provide written notice and will use best efforts to ensure an uninterrupted source of supply. Supplier acknowledges that this provision is a material term of this Order, and will defend, indemnify, and hold harmless Harger from and against any and all losses, costs, expenses, claims, liabilities and damages caused by Supplier's failure to comply with this provision.

15b. Upon determination by the Supplier that a process/component required in the delivery of the Item(s) is unavailable due to obsolescence, diminishing sources, or discontinuance, Supplier will immediately notify Harger. The Supplier will immediately define the shortage, obsolescence or discontinuance by providing Harger with (i) evidence that best efforts were made to obtain the affected parts and that Supplier investigated alternate conforming parts; (ii) a capable third party supplier; and (iii) whatever quantity of affected Items Harger elects to purchase at current Order price. The foregoing is in addition to Supplier's other obligations pursuant to this Order and will in no event relieve Supplier from any liability to Harger for any damages arising from any failure by Supplier to fully comply with the terms of this Order.

### 16. TERMINATION

16a. In addition to all other rights which Harger may have to terminate this Order, Harger will have the right, without cause, to terminate this Order at any time, in whole or in part, with immediate effect or the effective date stated in Harger's termination notice. If Harger terminates this Order without cause and the Items in this Order are custom order Items that are not part of Supplier's standard commercial products or services, Harger will pay (i) the price in this Order for all Items completed prior to the termination date and not previously paid for, (ii) a pro-rated portion of the price in this Order, documented by Supplier and approved by Harger, for Items in process based on the percentage of work completed prior to the termination date, and (iii) all materials Supplier acquired or contracted for the purpose of fulfilling this Order, provided the materials were (a) purchased or contracted for prior to the termination notice and within the lead time on the face of this Order, or if no lead time is stated, between the date of acceptance of this Order and delivery date stated in this Order (b) the materials are in an amount reasonably necessary to fulfill this Order, and (c) Supplier is unable to cancel, return or use the materials in Supplier's operations. Harger will have the right to audit the Items, materials and associated orders in connection with (ii) and (iii) above at Harger expense prior to payment. If requested by Harger, Supplier will ship, per the Order, completed Items, Items in process and materials to Harger within ten (10) days of Supplier's receipt of payment.

16b. Harger may terminate this Order, in whole or in part, for cause immediately and without prior written notice, in the event of Supplier's: (i) anticipatory, actual or repudiated breach of this Order or the Terms; (ii) change in the management or ownership of Supplier; (iii) sale, transfer, dissolution or other disposition of all or substantially all of the assets of Supplier or any affiliate or business unit of Supplier, which Harger in its sole discretion, believes may have an adverse effect on Supplier's ability to fulfill its obligations under this Order; (iv) bankruptcy, reorganization or the appointment of a receiver or trustee to take possession of Supplier's assets, insolvency proceeding against Supplier, or any other proceeding under any law for relief from creditors; (v) assignment for the benefit of its creditors or if Supplier is otherwise financially at risk, as determined by Harger; (vi) failure to perform or deliver or threatening not to perform or deliver within the time specified; (vii) failure to meet Harger's quality requirements and to correct the failure immediately after notice; (viii) inability to acquire or maintain agreed capacity of supply; (ix) failure to remain competitive with respect to quality, technology, delivery, service or pricing; (x) failure to provide Harger with adequate assurance of Supplier's ability to timely perform Supplier's obligations under the Order; (xi) transaction that constitutes a diversion contrary to any Export Control Laws, Sanctions, or Antiboycott Laws; or (xii) breach of the applicable laws, orders, rules, regulations, codes, directives, ordinances and/or conventions ("**Law(s)**") or is contrary to TE Connectivity's Core Values or policies. Additionally:

(1) Effective on the termination date, Harger will be deemed to have an irrevocable, perpetual, royalty-free, world-wide, sublicensable, non-exclusive license(s) to: (a) manufacture the Item and/or have the Item manufactured solely for Harger's use and sale; (b) use any relevant supplier intellectual property in connection with the item; and (c) use all technical dossiers, software, information, data and all Supplier's tooling and equipment ("**Manufacturing Aids**") directly related to the manufacture of Items.

(2) At Harger's request, Supplier will promptly execute, transfer and deliver to Harger or Harger's designee, at no charge: (a) any assignment or other documentation if needed for Harger to obtain the above license(s); (b) Supplier's intellectual property and Manufacturing Aids, as set forth above; and (c) all raw material, parts, accessories etc. ("**Manufacturing Materials**") purchased or internally produced by Supplier for the purpose of performing this terminated Order. If Supplier does not own the Manufacturing Aids or Manufacturing Materials, the Supplier will take, with respect to their owner and the law, all measures necessary to guarantee they will be available to Harger or Harger's designee.

(3) Supplier will reimburse Harger for all costs, expenses, losses and damages, whether direct, indirect, incidental or consequential. Supplier waives all claims against Harger for any loss, cost or expense, including, but not limited to, loss of profits, incidental or consequential damages, completed Items, Items in process, and materials acquired or contracted for or by Supplier for fulfilling this Order that Supplier may incur by virtue of such termination of this Order.



16c. For any termination of this Order for whatever reason and as of the effective termination date: (i) Supplier will immediately send to Harger, accompanied with documentary evidence, a status report regarding: (a) the Items completed, (b) the Items in course of manufacture, and (c) if any, the stocks of Manufacturing Materials and Manufacturing Aids for performing this Order; (ii) Supplier or its Subcontractors will immediately, or as otherwise specified by Harger: cease all operations relating to this Order; as per Harger's request terminate or transfer to Harger all sub-contracts, supply agreements and other operational agreements entered into by Supplier or Subcontractor with any third party in connection with this Order; and will take at Supplier's costs such actions as necessary to protect property in Supplier's possession in which Harger has an interest in relation to this Order; and (iii) Supplier will use its best efforts to assist Harger in promptly identifying and establishing a qualified alternative source of supply.

## **17. INDEMNIFICATION**

17a. Supplier agrees to indemnify, defend, and hold harmless ("**Indemnify**") Harger, its parent, affiliates and their respective directors, officers, employees, and agents and all of their successors and assigns (together "**Indemnitees**") from and against any and all losses, liabilities, damages, claims, awards, demands, judgments, settlements, fines, suits, actions, proceedings, subrogation claims, costs and expenses, including court costs and attorney's fees, whether arising out of contract, tort, strict liability, warranty, or otherwise, (collectively "**Damages**") incurred in connection with: (i) the design, manufacture, sale or use of the Items; (ii) Items delivered or labor performed; (iii) performance or failure to perform its obligations under this Order; or (iv) Supplier's failure to comply with applicable Laws or applicable standards.

17b. If Supplier's employees, agents or Subcontractors performs services or enters premises under Harger control, Supplier will Indemnify Indemnitees from any Damages, including, but not limited to, theft, property damage, personal injury or death caused by Supplier's or its Subcontractor's act or omissions.

17c. Supplier further agrees, upon receipt of notification, to promptly assume full responsibility for the defense of any claims brought against the Indemnitees. Supplier will not consummate any settlement without Harger's prior written consent. The failure of Harger to provide Supplier with prompt notice does not relieve Supplier of its obligations under this section unless such failure to promptly notify Supplier causes irreparable harm. Harger has the right to participate in the defense of any claim through counsel of its own choosing, at its sole discretion and cost.

17d. In no event will Harger be responsible or held liable to Supplier for punitive, indirect, incidental or consequential damages, including, without limitation, liability for loss of use, loss of profits, capital investment, product development costs, unabsorbed overhead, or interest expenses, however the same may be caused, including fault or negligence of Harger.

17e. Supplier will defend, indemnify, protect and hold harmless Harger, its parent, affiliates, and their respective directors, officers, employees, agents, successors and assigns, customers and users of the Items, from and against any and all Damages resulting from any IPR infringement claim or allegation related to the Items. If Harger has reason to believe that the use, sale, transfer, or other disposition of Items or any part thereof is likely to be enjoined by a court, Supplier at no expense to Harger will promptly (i) obtain for Harger the right to use, sell, transfer or otherwise dispose of said Items, and (ii) if (i) is not possible, replace or modify such Items with equivalent non-infringing items acceptable to Harger that have substantially the same form, fit and function. If Supplier is unable to perform options (i) and (ii) promptly, Harger, at its sole option and Supplier's expense, may purchase replacement items from other sources and return any infringing Items in its possession to Supplier. Supplier will extend the benefit of this provision to Harger's successors, assigns, and customers. Supplier will not enter into or acquiesce to any settlement containing any admission of or stipulation to any guilt, fault, liability or wrongdoing on the part of Harger or which would otherwise adversely affect Harger without Harger's prior written consent.

## **18. REMEDIES**

18a. Harger's remedies will be cumulative and in addition to any remedies allowed by law or in equity. Harger may, at any time, debit, deduct, or set-off money owed, due, or to become due to Supplier from Harger under this Order as recovery for any claims that Harger or its affiliate has or may have against Supplier.

18b. Supplier acknowledges that monetary remedies alone may not be an adequate remedy for any breach or threatened breach of any of the obligations of this Order. Therefore, Harger may seek injunctive or other equitable relief in addition to any other remedy at law or in equity without the need of posting a bond or other security or proving that monetary damages would be an inadequate remedy.

## **19. INSURANCE**

For the duration of this Order, Supplier and its Subcontractors will maintain at its own expense, the following insurance coverage with insurer(s) possessing an AM Best Rating of at least "A-": (a) workers' compensation insurance as prescribed by applicable Law or statute where Supplier performs work under this Order; (b) employer's liability insurance with limits of at least \$1M for each accident; (c) commercial general liability, including products liability and contractual liability covering the contractual obligations under this Order, with limits of at least \$2M combined single limit per occurrence / \$2M in the aggregate for bodily injury, including death, and property damage claims; (d) if Supplier operates a vehicle on Harger's premises, commercial automobile liability insurance with limits of at least \$1M combined single limit per accident covering all owned, non-owned, hired, and leased vehicles for bodily injury, including death, and property damage claims, and such other insurance as Harger may require and will comply with all site requirements; (e) if Supplier is performing professional services (including but not limited to medical, engineering, architectural, accounting/financial, IT services), professional liability (errors & omissions) insurance with limits of at least \$5M per claim / \$5M in the aggregate for Supplier's liability for financial losses incurred by Harger due to Supplier's acts, errors or omissions; (f) if Supplier has access to Harger's Confidential Information, personal identifiable information (PII) or personal health information (PHI), Supplier will maintain cyber/network security & privacy liability insurance, with limits of at least \$5M per claim/\$5M in the aggregate covering Supplier's liability for damages associated with any Security Breach or cyber event. For purposes of this section, "**Security Breach**" means (1) the failure by the Supplier to properly manage, store, destroy, or otherwise control, or the unauthorized disclosure by the Supplier of (i) personal information in any format or (ii) third party corporate information in any format specifically identified as Confidential Information or protected under a confidentiality agreement or similar contract; (2) an unintentional violation of the Supplier's privacy policy or misappropriation that results in the violation of any applicable data privacy laws or regulations; or (3) any other act, errors, or omission by Supplier in its capacity as such which is reasonably likely to result in the authorized access or disclosure of personal information. Supplier will provide Harger thirty (30) days' advance written notice prior to the effective date of any cancellation or material change in the term or coverage of any Supplier required insurance. Upon the execution of this Order and if any of the required policies expire while this Order is in effect, upon the renewal of all required insurance policies, Supplier will send a "Certificate of Insurance" to Harger showing Supplier's compliance with these requirements. Supplier will name Harger as an additional insured on the insurance policies noted in (c) and (d) above for the duration of this Order. Insurance maintained pursuant to this section will be considered primary with respect to the interest of Harger and is not contributory with any insurance which Harger may carry. Supplier agrees that Supplier, Supplier's insurer(s) and anyone claiming by, through, under or on Supplier's behalf will have no claim, right of action or right of subrogation against Harger and its customers based on any loss or liability insured against under the foregoing insurance. Harger will not waive its rights of subrogation in favor of Supplier and its Subcontractors. The amount of insurance required by Harger and maintained by Supplier is not a limitation of liability. Insurance policies written on claims-made form will contain a retro-active date

that precedes the effective date of this Order, and Supplier will arrange for an extended reporting period of at least three (3) years after the termination of this Order, to provide adequate time for reporting losses. Failure of Supplier or its Subcontractors to comply with the insurance requirements herein will not relieve Supplier of its liability under this Order.

## 20 COMPLIANCE WITH LAWS

20a. Supplier warrants that all performance under this Order will comply with relevant Laws, including but not limited to product compliance, tax, environmental, animal protection, human rights, employment, labor, data protection, and health and safety laws. Supplier also warrants their understanding of, agreement to, and conformance to the *TE Connectivity Guide to Supplier Social Responsibility* ("TEC-1015") as well as all documents referred to therein, found at <https://supplierportal.te.com>. Supplier will also flow down these requirements to Subcontractors. Supplier will respond to related queries and demonstrate its due diligence adequately. Upon prior notice, Harger or a third party commissioned by Harger may carry out audits of Supplier, which shall be at Harger's costs, unless otherwise agreed. For these purposes, Supplier will allow access to all relevant documents, manufacturing facilities and processes. In case of a potential breach of the above-mentioned laws, Supplier will investigate such potential breaches promptly and inform Harger about negative findings. In case of an actual breach, Supplier will, and if requested jointly with Harger, develop and implement measures to end or minimize the respective breach.

20b. Until accepted by Harger, all Items are Supplier's sole responsibility including, but not limited to, the responsibility for proper, lawful handling or shipment of such Items, or of any byproduct or waste resulting therefrom. Supplier will Indemnify Indemnitees from any and all claims, demands, suits or actions environmentally related or of any other nature whatsoever, including reasonable attorney's fees, and expenses arising from Supplier's activity in the negligent performance or omission of any specified, required or requested work for or on behalf of Harger.

20c. Supplier warrants that it will not offer to give or agree to give to any person any gift or consideration of any kind as an inducement or reward in exchange for any act or forbearance from an act in relation to the obtaining or performance of this Order.

20d. Supplier warrants that it will duly notify Harger of any of its affiliates involved in the procurement of or fulfilment of this Order or future Orders, which for avoidance of doubt, includes without limitation, Suppliers' affiliates participating in Harger's supplier onboarding and/or competitive bidding process in relation to any current or future Order. Supplier acknowledges that Harger reserves the right to terminate this Order or future Orders, exclude Supplier from Harger's supplier base, and take any other remedial measures deemed necessary in Harger's sole discretion in the event of Supplier's failure to comply with this section.

20e. Supplier will disclose any minerals or materials sourced from conflict affected areas (commonly referred to as "Conflict Minerals") used in the production of any Item(s) subject to this Order. Conflict Minerals include any mineral, material or metal as defined under the following: (i) the U.S. Dodd Frank Act, (ii) the European Union (EU) Conflict Minerals Regulation, (iii) other similar Law, or (iv) otherwise identified by a Harger customer. When requested by Harger, Supplier will provide all necessary documentation regarding its due diligence processes and program. Supplier acknowledges that its failure to comply with Harger's requests will constitute a material breach of this Order.

20f. To the fullest extent permitted under applicable Law, and notwithstanding any other termination provisions, Harger will have the right in its sole discretion to suspend or terminate this Order, or any portion thereof, immediately and without any penalty or liability, if at any time Harger has a good faith belief that Supplier has failed to fully comply with all obligations under this section.

20g. Supplier warrants that upon acceptance of an Order which involves Supplier services to be provided at any Harger facility or location, Supplier agrees to comply with the TE Connectivity Environmental, Health and Safety requirements as set forth in *EHS Requirements for Contractors* ("TEC-124-115"), found at <https://supplierportal.te.com>.

20h. Supplier will: (i) not engage in any activity, practice or conduct which would constitute a tax evasion facilitation offence under Section 45(5) or 46(6) of UK's Criminal Finances Act 2017 or any other similar Law; (ii) maintain through the term of this Order, policies and procedures to prevent the facilitation of tax evasion by another person (including without limitation employees of the Supplier) and to ensure compliance with this section; (iii) promptly report to Harger any request or demand from a third party to facilitate the evasion of tax and provide Harger with evidence of compliance with this section at Harger's request.

20i. Supplier warrants that any Subcontractor who is providing Items in connection with this Order does so only based on a written contract containing terms equivalent to these Terms. Supplier will be responsible for ensuring Subcontractor's compliance with these Terms.

20j. In connection with performance of work, the Supplier agrees to comply with all Laws pertaining to non-harassment and non-discrimination in employment.

20k. Supplier warrants and represents that Supplier's employees performing work at Harger's facilities have appropriate employment authorization for their work activities required by applicable immigration laws and regulations and that Supplier currently maintains all employment verification forms required under applicable Laws in the jurisdiction in which its employees are performing work at Harger's facilities, including, for those in the U.S., the Employment Eligibility Verification Forms (I-9) required under the U.S. Immigration Reform and Control Act of 1986, as amended.

20l. Supplier represents, warrants and covenants to fully comply with all applicable federal, state and local laws, rules, regulations and orders with respect to the conduct of its business, including but not limited to the United States of America's Foreign Corrupt Practices Act, the U.K. Bribery Act, all other applicable laws, regulations, orders, judicial decisions, conventions and international financial institution rules regarding domestic or international corruption, bribery, ethical business conduct, money laundering, political contributions, gifts and gratuities, or lawful expenses to public officials and private persons, agency relationships, commissions, lobbying, books and records, and financial controls. Upon request, Supplier will without undue delay furnish Harger certificates of compliance with such laws, rules, regulations, and orders.

## 21. SECURITY OF INFORMATION

21a. Supplier agrees to: (i) develop, implement, maintain, monitor, and update a reasonable, written security program incorporating administrative, technical, organizational and physical safeguards, security measures, cyber incident response plan and process, business continuity plan in case of a cyber incident affecting your ability to provide the Items to Harger, and security awareness, and (ii) install and implement security hardware and software, in each case, designed to (a) protect the security, availability, and integrity of Supplier's network, systems, and operations; the Items; and Confidential Information from unauthorized access and use; (b) guard against security incidents; and (c) satisfy requirements as set forth in a generally accepted cybersecurity framework, such as ISO/IEC 27001:2022 or NIST 800-53, or equivalent standards to establish a resilient control environment or equivalent level of security protection appropriate for the information involved and the then current security solutions. Supplier will provide to Harger, upon request, written proof of its compliance with this section. Supplier will allow Harger and/or its authorized representatives to conduct a security audit of its network and systems and provide Harger with access to any necessary information, including but not limited to, SOC 2 Type II reports, ISO certifications, and

penetration test results, to verify that Supplier has implemented reasonable and appropriate security measures. Supplier will cooperate fully with Harger and its representatives during the security audit process and will provide any additional information or resources requested by Harger. Any audit or information request will be conducted during normal business hours and with reasonable advance notice to Supplier. Supplier will be responsible for any costs associated with the audit or information request, unless otherwise agreed in writing by the Parties.

21.b Supplier will promptly notify Harger in writing of any actual or suspected cyber event (including without limitation any unauthorized access, use, disclosure, modification or destruction of Harger's systems, data or any Confidential Information) whether intentional or unintentional, that affects or is reasonably likely to affect the security or confidentiality of Harger's information or systems. Such notice will include all available details of the cyber event and its potential impact on Harger's information or systems, and Supplier will take all necessary and appropriate actions to mitigate the effects of the cyber event. Supplier will cooperate fully with Harger in investigating the cyber event and its impact, and in implementing any remedial measures necessary to prevent a recurrence of such an event. The Supplier's notification to Harger will be made as soon as practicable, but in no event later than twenty-four (24) hours after Supplier becomes aware of the cyber event. Supplier will also provide ongoing updates to Harger as additional information becomes available. Supplier will take all necessary steps to remediate the cyber event and prevent its recurrence and will cooperate fully with Harger in investigating the cyber event, including providing access to relevant logs, data, and other information. Supplier will bear all costs associated with the notification, investigation, remediation, and prevention of the cyber event, unless the cyber event was caused by Harger's own negligence or misconduct. Harger may terminate this Order immediately upon written notice to the Supplier if the Supplier fails to comply with this provision. This provision will survive the termination or expiration of this Order.

## **22. EXPORT CONTROL**

22a. Supplier agrees to fully comply with all applicable import, export, antiboycott, and sanctions laws and regulations, including but not limited to those of the United States, the European Union, and other relevant countries' laws ("Trade Laws"). The Supplier warrants that they themselves, their parent(s), subsidiary(ies), or affiliate(s) are NOT designated on any government's sanctions or restricted parties lists and will immediately notify TE if it, its parent(s), subsidiary(ies) or affiliate(s) is added to any government's sanctions or restricted parties' lists. The Supplier will not directly or indirectly sell, export, reexport, release, or otherwise transfer items procured in relation to this Order for or to any prohibited or restricted end-use, end-user, enddestination or in violation of applicable Trade Laws. Supplier will provide the export classification(s), World Customs Organization Harmonized System code, country of origin, import restrictions or licenses, and any other applicable information required for customs clearance of any Items procured in relation to this Order, and Supplier will immediately notify TE of any changes to this information. TE reserves the right to cancel an Order(s) if TE, at its sole discretion, has reason to believe that the transaction(s) related to this Order would violate, or have violated, applicable Trade Laws.

22b. Supply Chain Security. Supplier agrees to comply with the minimum Supply Chain Security Criteria and other Customs Requirements as provided in the supply chain security programs applicable to the shipment of Items to TE, including but not limited to the Customs-Trade Partnership Against Terrorism ("C-TPAT") program and the Authorized Economic Operator ("AEO"), to the extent that these criteria are relevant to Supplier's operations. Further information about the C-TPAT program may be found at <http://www.cbp.gov>. World Customs Organization SAFE Framework of Standards and AEO programs and mutual recognition framework can be found at <http://www.wcoomd.org>, and Supplier will ensure its Subcontractors, manufacturers, shippers, logistics providers comply with this requirement. Upon TE's request, Supplier will provide proof of compliance with the applicable supply chain security program requirements and will use commercially reasonable efforts to implement any corrective actions for known gaps in the supply chain security programs.

## **23. AUDIT RIGHTS**

23a. Supplier will permit reasonable access by representatives of Harger, Harger's customers and applicable regulatory agencies to Supplier's premises (and the premises of Subcontractors) for the purpose of auditing or inspecting Supplier's facilities, processes, Items, books and records relating to Supplier's financial condition as well as Supplier's compliance with the TEC-1015, this Order and applicable Laws. Such examination may include inspection and testing of Items to be furnished and services to be rendered, manufacturing and assembly processes, testing and quality procedures, and all applicable records relating to the manufacture, inspection, testing, and sale of such Items and the furnishing of such services.

23b. Supplier or Subcontractor will provide suitable and convenient office space for representatives of Harger and/or representatives of Harger's customers, to review and copy documents, as reasonably required. Harger will bear and pay the cost of any audit of Supplier's books and records, unless the audit discloses errors more than five percent (5%) in favor of Harger, in which case the cost of the audit shall be borne by Supplier. If any audit or inspection reveals that Supplier has failed to comply with Laws applicable to Supplier, or to Supplier's performance of any service in accordance with this Order, then Supplier will remedy such failures immediately at Supplier's sole cost.

## **24. GOVERNMENT CONTRACTS OR SUBCONTRACTS**

Supplier must comply with TE Connectivity's Government Subcontract Rider, where applicable, located at <https://supplier.te.com/web/supplier-portal/global-terms-and-conditions-of-purchase>.

## **25. GOVERNING LAW / DISPUTE RESOLUTION**

25a. This Order will be governed and construed in accordance with the laws of the State of Illinois, USA. If this Order is issued by a Harger affiliate, it will be governed and construed in accordance with the laws of the state, where applicable, or the country, where that Harger affiliate's registered office is located. The conflict of law provisions of the governing law and the United Nations Convention on Contracts for the International Sale of Goods are excluded. Supplier agrees that no claim, cause of action, or dispute arising out of or in connection with this Order or the Items ("Claim") will be raised or commenced by Supplier against Harger more than one (1) year from the date of this Order.

25b. In the event of a Claim by either Party, the Parties will negotiate in good faith to reach an amicable solution. If an amicable solution is not reached within fifteen (15) business days from the start of the negotiation, Harger, in its sole discretion, may initiate a non-binding mediation by providing written notice to the Supplier ("Notice"). The Parties will agree on a mediator within five (5) business days from the date of the Notice, and the mediation must be completed within seventy-five (75) days from the Notice date, unless the Parties agree to a different deadline. The cost of mediation will be equally shared by the Parties. If mediation is not commenced, or if so initiated, the Parties are (i) unable to agree to a mediator, or (ii) unable to reach a mediated resolution memorialized in a signed settlement agreement; within the above time periods, then Section 27c will apply.

25c. In its sole discretion, Harger may require that any Claim be submitted to final binding arbitration by giving written notice to Supplier. The arbitration will be conducted in accordance with the Rules of Arbitration of the International Chamber of Commerce and three (3) arbitrators will be appointed under such rules. The language of the arbitration will be English. For Claims related to Orders issued by Harger, the place of arbitration will be New York City, USA. Each Party will pay for its own costs of arbitration. Judgment upon the award rendered by the arbitrators may be entered in any court having



jurisdiction.

25d. If arbitration is not required by Harger, litigation may be initiated. Litigation related to Orders issued by Harger will be resolved by the federal or state courts in Illinois, USA, that will then have exclusive jurisdiction, and Supplier agrees to such jurisdiction. SUPPLIER HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS ORDER OR THE ITEMS.

25e. Notwithstanding anything in this section, the Parties will have recourse to obtain injunctive relief as permitted by the laws of the relevant jurisdiction. During the pendency of any dispute arising under this Order, Supplier will proceed diligently with performance of the Order.

## **26. MISCELLANEOUS**

26a. The waiver by Harger of any provision of this Order or the Terms or failure to exercise a right will not be deemed a waiver of any subsequent breach of the same or any other term or condition. If any portion of these Terms or this Order is held to be invalid or unenforceable under any law, such term or portion will be deemed reformed or deleted to the extent necessary to comply with the law and the remaining provisions of this Order and the Terms will remain in full force and effect.

26b. The headings and/or titles used to describe sections or paragraphs herein are included for convenience only and will not be deemed to limit, construe, affect or alter the meaning of or the interpretation of the contents of such sections. The obligations of the Parties under this Order, which, by their nature would continue beyond the termination, cancellation or expiration of this Order, will survive.

26c. The relationship between Harger and Supplier will be that of independent contracting parties and will not constitute or imply a joint venture, pooling arrangement, partnership, or formal business organization. Nothing contained in this Order will be construed as providing for the sharing of any costs, expenses, risks, or liabilities arising out of the other Party's activities. Supplier will not represent that it or its employees or agents are employees or agents of Harger, and nothing contained in this Order will be construed as authorizing Supplier to create or assume any obligation or liability in the name of Harger or subject Harger to any obligation or liability.