



TERMS OF PURCHASE

1. GENERAL

Contractor shall provide the Goods and/or Services described in this order. In return, Buyer shall pay the amounts set out in the attached purchase order. The duration of the Agreement shall be as set forth on the purchase order, unless terminated earlier in accordance with the terms and conditions herein. To the extent that this order relates to the provision of Services only, the terms relating to Goods shall be disregarded, and to the extent this order relates to the provision of Goods only, the provisions related to Services shall be disregarded.

2. ACCEPTANCE

By accepting this order, Seller agrees to all the Terms of Purchase without any modifications or additions, unless such modifications or additions are specifically agreed to in writing by the Purchasing Department of the Buyer.

3. CONSTRUCTION

The Terms of Purchase for this transaction include: (i) these Terms of Purchase; (ii) any terms listed on the face of the purchase order; and (iii) any attachments thereto. The Terms of Purchase constitute the entire agreement between Buyer and Seller regarding this order. In the event of any conflict or ambiguities between or among the documents listed above, the following order of precedence shall apply: (1) these Terms of Purchase; (2) any terms on the face of the purchase order, and (3) attachments to the order, if any. The term "Seller" shall mean Seller, its employees, agents, customers, and its successors and/or assigns. The term "Buyer" shall mean Buyer, its employees, agents, any subcontractors duly approved by Buyer hereunder, and its successors and/or assigns.

4. DELIVERY

Time is of the essence of this order. If, for any reason, Seller fails to deliver Goods or complete performance of Services at the time required by Buyer's order, Buyer may, at its option and without any liability to Seller, cancel the portion or portions of the order so affected, set a new delivery date, and/or pursue any other remedies provided herein or at law or in equity. All orders shall be packaged, marked and otherwise prepared in accordance with the law and good commercial practices, capable of safe delivery to Buyer at the lowest lawful transportation and insurance rates. Substitutions will not be accepted.

5. WARRANTY

Seller warrants that it has good title, free of encumbrances, to the Goods delivered hereunder. Seller further warrants that all Goods delivered hereunder shall be free from defects in design, materials and workmanship and shall conform to its specifications and all other requirements of these Terms of Purchase, and shall be fit and sufficient for the purpose intended. If Seller is providing Services hereunder, Seller warrants that the Services shall be provided with all due skill and in accordance with industry recommended standards and practices. Seller shall ensure that the personnel assigned to carry out the Services shall possess the necessary experience and training. Seller shall pass through any applicable manufacturer's warranty to the benefit of Buyer. These warranties shall be in addition to all other warranties, express, implied or statutory. The warranty for Goods commences on the later of the date Buyer takes physical possession of the Goods or the Goods have been installed by Seller and is valid for the longer of 12 months or the length of Seller's or the manufacturer's standard warranty period. The warranty for Services commences on the day of completion of the Services and is valid for 12 months following completion of the Services. Payment for, inspection of, or receipt of articles or services shall not constitute a waiver of any breach of warranty.

6. PRICE WARRANTY

Buyer shall not be billed at prices higher than those stated on Buyer's order. Unless otherwise specified, the price includes all charges for taxes, packing, hauling, storage and transportation to point of delivery. Seller shall pay all delivery charges in excess of any delivery charge Buyer has agreed to pay.

7. BUYER'S PROPERTY

All tools, dies, molds, patterns, jigs and any other property furnished to Seller by Buyer, or specifically paid for by Buyer, for use in the performance of this order, shall (i) be and remain the property of Buyer, (ii) be subject to removal at any time, upon Buyer's demand, (iii) be used only in filling orders from Buyer or its nominee, and (iv) be clearly identified as the Buyer's property. Seller assumes all liability for loss or damage of such property, other than normal wear and tear. Unless otherwise agreed to by Buyer, Seller shall insure Buyer's interest in such property against all risks of theft, loss or damage. Copies of certificates of insurance evidencing this coverage shall be furnished to Buyer on demand.

8. INSPECTION

All Goods and Services ordered hereunder shall be subject to inspection and test by Buyer. Final inspection shall be at Buyer's premises unless otherwise agreed in writing. It is expressly agreed that inspections and/or payments prior to delivery shall not constitute final acceptance. Any inspection by Buyer of Goods or Services shall not relieve Seller of any obligations of liability under the Terms of Purchase. In the event of defective Goods or Services or a breach of warranty, notwithstanding that such defect or breach may have been discovered by Buyer after delivery or performance, Buyer, in its sole discretion and at Seller's risk and expense (including, without limitation, transportation and handling charges, if any), may do any or all of the following: (i) terminate the order at any time; (ii) reject and return the Goods; (iii) require the Goods to be replaced or repaired by Seller; (iv) require the services to be re-performed by Seller. Without prejudice to any rights and remedies which Buyer may have hereunder or at law, in the event that Seller does not replace or repair the Goods or re-perform the Services within 30 days of receipt of notice from Buyer of the defect or breach of warranty, Buyer may in its sole discretion and at Seller's risk and expense do any of the following: (a) purchase equivalent Goods elsewhere; (b) have defects in the Goods repaired by others; and/or (c) have the Services re-performed by others.

9. PATENT AND COPYRIGHT INDEMNITY

Seller agrees to indemnify, defend and hold harmless Buyer against any and all claims or liabilities arising from any actual or alleged infringement of any third party patent or copyright as a result of Buyer's use of the Goods or Services as intended, except where such Goods or Services would normally be non-infringing, but are rendered infringing solely by reason of Seller's compliance with Buyer's detailed design specifications or Buyer's modification of the Product after delivery hereunder. Seller's obligation to indemnify Buyer under the above paragraph shall not apply to the extent FAR 52.227-1 ("Authorization and Consent") applies to Buyer's contract with the U.S. Government for infringement of a U.S. patent and Buyer and its customers are not subject to any actions for claims, damages, losses, costs and expenses, including reasonable attorneys fees by a third party.

10. LIABILITY FOR DAMAGES; INDEMNIFICATION

Seller shall indemnify, defend and hold harmless Buyer against any and all claims or liabilities arising in whole or in part by the Seller in the provision or performance of Goods or Services hereunder. In no event shall Buyer be liable for any damages suffered by Seller resulting from the performance of its obligations hereunder. Buyer's liability under this Agreement shall be limited to the payments due hereunder. Except with respect to Seller's indemnification obligations, and breach of warranties or applicable laws, in no event shall either party be liable to the other party for any special, exemplary, incidental, consequential, punitive or other indirect damages of any kind, even if such party has been advised in advance of the possibility of such damages, or such damages could have reasonably been foreseen by such party.

If this order is made pursuant to a contract between Buyer and the U.S. Government or between Buyer and a prime contractor or higher tier subcontractor to the U.S. Government, and if certified cost or pricing data is required but Seller and/or its Sellers fail to comply with such requirements, Seller shall indemnify, defend and hold harmless Buyer from and against any and all claims or liabilities arising in whole or in part from such failure including, without limitation, the amount by which these Terms of Purchase is determined by the Government to



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have been defectively priced and any related interest assessed by the Government.

The rights and obligations of the parties hereunder shall survive the completion, expiration and/or termination of these Terms of Purchase.

11. TITLE, RISK OF LOSS

Title in the Goods shall pass to Buyer when Buyer takes physical possession of the Goods or after the Goods have been installed by Seller. Transfer of title shall be without prejudice of Buyer's right to refuse or reject the Goods in case of non-conformity or defect. Seller shall bear any risk of loss or damage to the Goods while in transit until received by Buyer's Receiving Department, and shall properly insure such Goods during shipment. However, any such transfer of risk shall be without prejudice of Buyer's right to refuse or reject the Goods in case of non-conformity or defect. If Buyer rejects Goods as non-conforming or defective, or where Seller retakes possession of the Goods in accordance with the remedy provisions herein, risk of loss or of damage to those Goods shall revert to Seller upon the earlier of repossession or seven (7) days after issue of a notice to retake possession. No charges shall be allowed for insurance premiums unless specified on the face of this order.

12. NO WAIVER

Except as otherwise provided herein, the rights and remedies of both parties hereunder shall be in addition to their rights and remedies at law or in equity. Failure of either party to enforce any of its rights shall not constitute a waiver of such rights or of any other rights and shall not be construed as a waiver or relinquishment of any such provisions, rights or remedies.

13. ASSIGNMENT

Seller may not assign, transfer, or subcontract any of its rights or duties hereunder without the prior written consent of Buyer.

14. SPECIFICATIONS

In the event Seller is producing the Goods according to specifications furnished or approved by Buyer: (a) Buyer shall have the right at reasonable times to inspect the progress and quality of the work and to witness testing of the Goods and (b) unless stated to the contrary on the face of this order, all confidential information, patent rights and inventions, and all drawings, designs, information, tools, patterns, equipment and other items relating to or arising out of the work performed by Seller, or supplied by Buyer, shall be and remain the property of the Buyer, and the same shall not be used, reproduced or disclosed to others for any purpose whatsoever except in the performance of work under this order. The items shall be subject to removal at any time, without additional cost, upon demand by Buyer.

15. COMPLIANCE

Seller warrants that the Goods or Services purchased by Buyer hereunder have been or shall be produced or performed in compliance with all applicable federal, state and local laws, statutes, acts, regulations, rules, ordinances, government directives and orders relating to labor relations, wages, hours of employment, equal employment opportunity data protection, environmental matters, nonsegregated facilities, and health and safety, now in effect or hereafter enacted, and with any and all rules and regulations issued thereunder, including, without limitation, the following:

- FAR 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010)
- FAR 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010)
- FAR 52.219-8, Utilization of Small Business Concerns (May 2004)
- FAR 52.222-26, Equal Opportunity (Mar 2007)
- 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006)
- FAR 52.222-36, Affirmative Action for Workers with Disabilities (June 1998)
- FAR 52.222-50, Combating Trafficking in Persons (Feb 2009)
- FAR 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels

- FAR 52.203-7, Anti-Kickback Procedures (Oct 2010)

Seller shall, at all times, adhere to the highest standards of business ethics, and carefully comply with all applicable rules, laws and regulations. Seller shall obtain at its own cost permit(s) required to perform its work hereunder, if any. Seller agrees to indemnify, defend and hold harmless Buyer against any and all claims or liabilities arising from Seller's failure to comply with any applicable federal, state, or local law, statute, regulation, rule, ordinance, or government directive.

16. FEDERAL GOVERNMENT PRIME CONTRACT CLAUSES

If this order is issued pursuant to a contract between Buyer and the U.S. Government or between the Buyer and a prime contractor or higher tier subcontractor to the U.S. Government, as indicated on face of the purchase order, certain clauses from the Federal Acquisition Regulation (FAR) and any applicable agency regulations that implement or supplement the FAR shall apply. The FAR and FAR supplement clauses that apply to this order can be found at http://www.draper.com/Documents/U_S_Government_Flowdown_Terms_ConditionsDraft.pdf. If any of these clauses do not apply to this order, such clauses shall be deemed self-deleting. In addition, Seller shall be required to submit a completed Certification Form to Buyer in connection with this order. Draper's Certification Form can be found at http://www.draper.com/Documents/Supplier_Certs_Template.pdf.

17. EXPORT AND IMPORT COMPLIANCE

In addition to and without limiting the applicability of any agreement between the parties relating to confidentiality of information, Seller shall comply with the laws and regulations of the United States relating to exports and foreign transactions, including, but not limited to, the International Traffic in Arms Regulations (ITAR) and the Export Administration Regulations (EAR). In particular, Seller shall not disclose any technical data, nor deliver or export any Product manufactured by use of technical data, out of the United States, or to foreign entities within the United States, without proper written authorization from the United States Government.

18. SET OFF

Buyer may set off any amount due from Seller to Buyer, whether or not under this order, from any amounts due to Seller under this order.

19. CHANGES

Buyer may, at any time, by a written change order, without notice to any sureties, make changes in any one of the following: (i) drawings, designs or specifications, where the items to be furnished are to be specially manufactured for the Buyer in accordance therewith; (ii) method of shipment or packing; (iii) place or time of inspection, delivery, or acceptance; (iv) the quantity and/or type of Goods or Services ordered; (v) the work or service schedules; and (vi) the amount of any Buyer furnished property. If any such change causes an increase or decrease in the cost of or time required for performance of this order, whether or not changed by the order, an equitable adjustment shall be made in the price or delivery schedule or both and this order shall be modified accordingly. *No claim by Seller for adjustment hereunder shall be allowed unless made in writing for a specified amount within twenty (20) days from the date of notice of any such change is received by Seller.* If Seller considers that the conduct, statement or direction of any Buyer employee constitutes a change order hereunder, Seller shall notify Buyer and take no action on the perceived change pending written approval of Buyer. Only Buyer has authority to approve a change. Any change made by Seller without such written approval shall be deemed voluntary by Seller and not compensable in the cost of or time required for performance. Nothing in this Article shall excuse Seller from proceeding with performance of this order as changed. Notwithstanding the above or any other provision of this order, the Seller hereby agrees that no changes to the items that may be required in order to meet the specified performance requirements of this order shall entitle the Seller to any adjustment in either price or delivery.



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20. STOP WORK ORDERS

Buyer may, at any time by written order, require Seller to stop all or any part of the work under this order for a period of up to ninety (90) days after delivery of such stop work order, and for any further period as the parties may agree. Immediately upon receipt of such stop work order, Seller shall comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work stoppage. At any time during such period, Buyer may, in whole or in part, either cancel the stop work order or terminate the work in accordance with the "Termination" Article of this order. To the extent the stop work order is canceled or expires, Seller shall resume work. If a stop work order is the sole and exclusive cause of a material change in cost or delivery, an adjustment shall be made in price (excluding profit) or the delivery schedule, or both and this order modified accordingly; provided, however, that no adjustment in price or delivery shall be made under this Article if, (i) the work would have been otherwise interrupted or delayed, or (ii) such adjustment is available or expressly excluded under any other provision of this order. No claim for adjustment shall be allowed unless submitted to Buyer in writing in a specified amount within twenty (20) days after the work is terminated or the stop work order expires or is canceled, whichever first occurs.

21. USE AND RELEASE OF INFORMATION TO PUBLIC

Seller agrees that all information furnished or disclosed to Buyer by Seller in connection with the placing or filling of this order is furnished or disclosed as a part of the consideration for this order, that such information is not, unless otherwise agreed to by Buyer in writing, to be treated as confidential or proprietary and that Seller shall assert no claims by reasons of the use or disclosure of such information by Buyer or its customers. Seller shall not use, either directly or indirectly, any data or information derived from this order for any purpose other than to perform this order without obtaining Buyer's written consent. Seller shall return all information, drawings, specifications or data to Buyer upon termination of this agreement or upon Buyer's demand. Seller shall keep confidential all information, drawings, specifications or data furnished by Buyer, or prepared by Seller specifically in connection with the performance of this order, and shall not divulge or use such information, drawings, specifications or data for the benefit of any other party. Seller shall not, without the prior written consent of Buyer, make any release of information pertaining to this order or any other information related to the Buyer (other than to Seller's employees and any Buyer-approved subcontractors as required for the performance of their duties), including providing copies of this order or identifying the items sold by Seller to Buyer, nor use the name of Buyer in any advertising or publicity, except as may be necessary to comply with a subpoena or other proper mandatory legal demand.

22. DISPUTES

(A) Any controversy or claim that may arise out of or in connection with this order that after good faith negotiations cannot be resolved to both parties' satisfaction may be resolved by submitting the claim to a court of competent jurisdiction. Irrespective of the place of performance, this order shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflicts of laws provisions, except that any provision in these Terms of Purchase that is incorporated in full text or by reference from the Federal Acquisition Regulation (FAR) or any agency supplement thereto, shall be construed and interpreted according to the federal common law of government contracts as enunciated and applied by federal judicial bodies and boards of contracts appeals. The rights and obligations of the Parties under this Agreement shall *not* be governed by the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods or the United Nations Convention on the Limitation Period in the International Sale of Goods, as amended.

(B) If this order is issued pursuant to a contract between Buyer and the U.S. Government or between Buyer and a prime contractor or higher tier subcontractor to the U.S. Government, any reference to "Disputes" in any applicable FAR Clause incorporated herein shall mean this paragraph (B). All disputes except those relating to a decision of the Contracting Officer under the prime contract shall be resolved in accordance with the paragraph (A), above. Disputes arising under this order relating to any decision of the Contracting Officer under the prime contract shall be resolved as follows:

(i) Notwithstanding any other provisions in this order, any decision of the Contracting Officer under the prime contract which binds Buyer shall bind both Buyer and Seller to the extent that it relates to this order, provided that the Buyer notifies with reasonable promptness the Seller of such decision and the Buyer, at its sole discretion, authorizes in writing the Seller to appeal in the name of the Buyer such decision at its own expense, or if Buyer should appeal such decision, Buyer at its sole discretion offers to the Seller the opportunity at its own expense to join Buyer in such appeal.

(ii) Any decision upon such appeal, when final, shall be binding upon the Seller and Seller shall have no recourse against Buyer for any damages that allegedly resulted from the decision of the Contracting Officer.

(iii) The Seller shall keep Buyer informed of any appeal it makes by providing copies of all pertinent documents to Buyer.

(iv) The Seller shall indemnify and save harmless Buyer from any and all claims and liabilities incurred by or imputed to Buyer under the Contract Disputes Act of 1978, as amended, if Seller is unable to support any part of its claim and it is determined that such inability is attributable to fraud or misrepresentation of fact on the part of Seller.

(C) Pending any prosecution, appeal, or final decision or settlement of any dispute arising under this order, the Seller shall proceed diligently, as directed by Buyer, with the performance of this order.

(D) Nothing in this Section nor any authorization or offer that may be made shall be deemed to constitute acceptance or acknowledgment by Buyer of the validity of Seller's claim or any part thereof, nor be deemed to limit or in any way restrict Buyer from taking any actions, including available remedies, it deems appropriate to protect its own interests.

23. SELLER'S STATUS

It is understood and agreed that Seller and/or its employees engaged in the performance of this order by the Seller are not employees of Buyer and are not entitled to Buyer employee benefits or privileges and the Seller shall pay the salaries or expenses and applicable taxes of said employees. The Seller is and shall be deemed to be an independent contractor at all times during its performance of the work specified in this order.

24. FORCE MAJEURE AND U.S. GOVERNMENT PRIORITY

Neither party shall be liable for defaults or delays due to Acts of God or the public enemy, acts or demands of any Government or any Governmental agency, strikes, fires, floods, accidents, or other unforeseeable causes beyond its control and not due to its fault or negligence. Each party shall notify the other in writing of the cause of such delay within five (5) days after the beginning thereof. In the event Seller notifies Buyer of any such circumstances, Buyer shall have the right, without any liability, to cancel a particular order or any part thereof in addition to any other remedy it may choose to exercise. Notwithstanding the foregoing or anything else to the contrary contained herein, Seller acknowledges and agrees that this order may be placed by Buyer with U.S. Government funds and that in connection therewith, this order shall be subject to U.S. Government Priority Ratings which require preferential treatment for the fulfillment of the order in accordance with the Defense Priorities Allocations System (DPAS). If this order is placed by Buyer with U.S. Government funds, Buyer shall notify Seller of the applicable Priority Ratings as soon as Buyer is so informed by the U.S. Government. Seller shall be bound by such Priority Ratings.

25. TERMINATION

In addition to other rights hereunder, Buyer may terminate this order in whole or in part at any time prior to delivery or final acceptance by written notice stating the extent and effective date of such termination. Upon receipt of such notice, Seller shall, unless the notice directs otherwise, immediately discontinue all work and the placing of all orders for materials, facilities and supplies in connection with the performance of this order and shall proceed to cancel promptly all existing orders and terminate all subcontracts insofar as such orders or subcontracts are chargeable to this order. Upon the termination of work under this order, full and complete settlement of all claims of Seller with respect to the terminated work shall be made as follows: (a) as compensation to Seller for such termination,



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unless such termination is for the default of Seller, Buyer shall pay Seller the percentage of the total order price corresponding to the proportion of the amount of work completed on the date of termination to the total work to be done, that are not recoverable in the normal course of Seller's business, as Seller's full compensation for the work completed under this order; and (b) upon Buyer's payment to Seller in accordance with this paragraph, title to all equipment, materials, work-in-progress, finished products, plans, drawings, specifications, information, special tooling and other things for which Seller has paid shall vest in Buyer. Nothing contained in this paragraph shall be construed to limit or affect any remedies which Buyer may have as a result of default by Seller.

Buyer reserves the right, by written notice of default, to cancel this order, without liability to Buyer, in the event of the happening of any of the following: insolvency by Seller, the filing of a voluntary petition in bankruptcy by Seller, the filing of an involuntary petition to have Seller declared bankrupt, the appointment of a Receiver or Trustee for Seller, or the execution by Seller of an assignment for the benefit of creditors. If Seller fails to perform as specified herein, or if Seller breaches any of the terms hereof, Buyer reserves the right, without any liability to Buyer, upon giving Seller written notice, to (i) cancel this order in whole or in part by written notice to Seller and Seller shall be liable to Buyer for all damages, losses, and liability incurred by Buyer directly or indirectly resulting from Seller's breach, or (ii) obtain the goods ordered herein from another source with any excess cost resulting therefrom, chargeable to Seller, if such deficiencies are not remedied. The remedies herein provided shall be cumulative in addition to any other remedies provided at law or in equity.

Buyer or its designee shall have the right to audit all elements of any termination claim and Seller shall make available to Buyer or Buyer's designee on request all books, records, and papers relating thereto. Termination of this order for default shall be without prejudice to any other rights and remedies of the Buyer under statute or common law.

To the extent this order is not terminated pursuant to the above paragraphs, Seller shall continue performance.

26. NONSOLICITATION

Seller shall not solicit Buyer's employees for employment at any time during the performance of this order. The foregoing restriction shall not prohibit the placement of advertising of general circulation that may be received or viewed by Buyer's employees.

27. MASSACHUSETTS RESIDENT CLAUSE

This clause shall apply if Seller is handling "Personal Information" of Massachusetts residents, as defined in Massachusetts Information Security Regulations, 201 Code of Mass. Regs. 17.00 et seq. (the "IS Regulations"). Seller agrees that, as long as it has access to or maintains copies of Protected Information it shall: (a) comply with the IS Regulations; (b) promptly notify Buyer of any suspected or actual data breach involving Protected Information; and (c) cooperate with Buyer to investigate and remediate any suspected or actual data breach involving Protected Information.

28. ENTRY ON BUYER'S FACILITIES

In the event that Seller enters the site(s) of Buyer or its customers for any reason in connection with this order, then Seller shall (a) maintain workers compensation, and commercial general liability and automobile liability insurance, both with a minimum of \$1,000,000 per occurrence limit, and such other insurance as Buyer may require, and furnish certificates of insurance evidencing this requirement and naming Buyer as an additional insured; (b) comply with all Buyer security, safety, rules of conduct, badging and personal identity, and related requirements while on Buyer's premises; (c) provide information reasonably required by Buyer to ensure proper identification of personnel; and (d) defend, indemnify and hold harmless Buyer from any claims or liabilities arising in whole or in part by the actions or omissions of Seller while on Buyer's premises. Buyer may, at its sole discretion, have Seller remove any specified employee of Seller from Buyer's premises and request that such employee not be reassigned to any Buyer premises under these Terms of Purchase.

29. SEVERABILITY

In case any one or more provisions contained in these Terms of Purchase shall be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

30. NOTICES AND ELECTRONIC SIGNATURES

All correspondence and invoices covering this order must be addressed to Buyer's Purchasing Department at the address indicated on the face of the purchase order. Facsimile or scanned signatures shall be accepted as original signatures, and any document created pursuant to this order may be maintained in an electronic document storage and retrieval system, a copy of which shall be considered an original.

31. ENVIRONMENTAL HEALTH & SAFETY SERVICES

If this order contemplates the performance of Environmental Health & Safety (EHS) services pertaining to and performed on Buyer's property (including services involving asbestos, hazardous waste, remediation, wastewater, fire safety, and toxic gas monitoring) the terms in this Section 31 shall apply.

Seller shall perform the services under this order consistent with the level of care and skill ordinarily exercised by EHS professionals under similar circumstances. Seller represents, warrants, and covenants that Seller has the capability, experience, expertise, and means required to perform the EHS services contemplated under this order and that all services shall be performed using personnel, equipment, and material qualified and/or suitable to complete the services. Seller shall immediately inform Buyer of the discovery of any spill or release that, pursuant to environmental laws, must be immediately reported.

Seller agrees to indemnify and hold Buyer harmless from liability caused by any incorrect or incomplete advice rendered by Seller in the performance of this order, and upon which Buyer or its assigns reasonably relies. Such indemnification remains in full force and effect upon termination of this agreement.

Buyer acknowledges that Seller has not created nor contributed to the creation or existence of any hazardous, toxic, or otherwise dangerous substance or condition at the site. Buyer agrees to indemnify and hold Seller harmless from any and all liability, personal injury, or property damage, including environmental cleanup, arising from the performance of services under this agreement as a result of a pre-existing dangerous condition of the site, excepting the negligence or willful misconduct of Seller. Seller will be solely responsible for the disposal of any sample contaminated material taken offsite by Seller. Buyer has the right to inspect all documents relating to services performed by Seller under this order, at all reasonable times, for a period of two (2) years following the completion of Seller's services.