



HJFMRI

**HJF Medical Research International, Inc.
General Purchasing Standard Terms and Conditions**

(HJFMRI and Seller are on occasion referred to collectively as the "Parties" or individually as a "Party")

- 1. ENTIRE AGREEMENT.** These General Purchasing Standard Terms and Conditions shall become binding upon Seller commencing performance in accordance with or otherwise acknowledging acceptance of a Purchase Order from HJF Medical Research International, Inc. ("HJFMRI"). These terms and conditions and any Special Purchasing Terms and Conditions (if included with the Purchase Order), together with any statement of work, specifications, drawings, or other documents referenced in the Purchase Order, which are incorporated by this reference, constitute the entire agreement between the parties. All prior negotiations, proposals, and writings pertaining to the Purchase Order or the subject matter thereof are superseded hereby. Any reference to Seller's quotation, bid, or proposal does not imply acceptance of any term, condition, or instruction contained in such document. Any preprinted terms and conditions stated in any invoice, acknowledgment, or other communication issued by Seller in connection with the Purchase Order shall not be applicable to the Purchase Order and shall not be considered to be Seller's exceptions to the provisions of the Purchase Order. Trade custom and/or trade usage is superseded by the Purchase Order and shall not be applicable in the interpretation of the Purchase Order. Seller shall notify HJFMRI immediately of any ambiguities, express conflicts, or discrepancies in the statement of work, specifications, drawings, or other documents that are a part of the Purchase Order, and shall comply with the reasonable determination of HJFMRI in such matter. Headings and numbering in the Purchase Order are for convenience of reference only.
- 2. CONFIDENTIALITY.** For purposes of this Purchase Order, "Confidential Information" shall mean information or material proprietary to HJFMRI or The Henry M. Jackson Foundation for the Advancement of Military Medicine, Inc. ("HJF") or designated as Confidential Information by HJFMRI, and not generally known by non-HJFMRI or non-HJFMRI personnel, that the Seller develops or of which the Seller obtains knowledge or access through or as a result of the Seller relationship with HJFMRI (including information conceived, originated, discovered, or developed in whole or in part by the Seller pursuant to any work performed under this Purchase Order). Confidential Information includes, but is not limited to, the following types of information and other information of a similar nature (whether or not reduced to writing): discoveries, ideas, concepts, software in various states of development, designs, drawings, specifications, techniques, models, data, source code, object code, documentation, diagrams, flow charts, research, development processes, procedures, "know-how", marketing techniques and materials, marketing and development plans, customer names and other information related to customers, price lists, pricing policies, trade secrets, and financial information. Confidential Information also includes any information described above that HJFMRI or HJF obtains from another party and which HJFMRI or HJF treats as proprietary or designates as Confidential Information, whether or not owned or developed by HJFMRI or HJF. Information publicly known that is generally employed by the trade at or after the time the Seller first learns of such information or generic information or knowledge that the Seller would have learned in the course of similar employment or work elsewhere in the trade, shall not be deemed part of the Confidential Information.
- 3. NON-DISCLOSURE:** The Seller hereby agrees that during the term of this Purchase Order and at all times thereafter, and except as specifically permitted herein or in a separate writing signed by an authorized official of HJFMRI, the Seller shall not use, commercialize, or disclose any Confidential Information to any person or entity. The Seller further agrees to hold the terms of this Purchase Order and the results of the work performed hereunder in confidence. Upon termination or at any time upon the request of HJFMRI the Seller shall return to HJFMRI all Confidential Information, including all notes, data, reference materials, sketches, drawings, memoranda, documents, and records that in any way incorporate Confidential Information.
- 4. PATENTS.** Seller, at its sole expense, shall indemnify, hold harmless, and defend HJFMRI, HJF, their respective officers, agents, employees, successors, and customers (mediate and immediate) from and

against any suit or proceeding brought against HJFMRI or HJF based on a claim, actual or alleged, that the purchase, manufacture, use, or sale of any goods or services or any part thereof supplied under the Purchase Order, constitutes infringement of any patent, copyright, trademark, or proprietary information right of others, and Seller shall pay all loss, expense, liability, damages, and costs awarded therein against HJFMRI or HJF at law or in equity. Seller shall be promptly notified, in writing, of the suit or proceeding and shall be given adequate authority, information, and assistance, at Seller's expense, for the defense of same, subject to the right of HJFMRI or HJF to participate at its expense and to be fully advised by Seller in advance of all actions taken. In case said goods or any part thereof are, in such suit, held to constitute infringement or the sale or use of said goods or parts thereof are enjoined, regardless of whether such determination constitutes a final judgment, Seller shall, at its expense, either procure for HJFMRI or HJF the right to sell and use said goods or part thereof or replace the same with substantially equal but non-infringing goods.

5. **INVENTIONS.** The Seller shall promptly and fully report to HJFMRI's Administrative Contact, in writing, all data, results, conclusions, discoveries, inventions, improvements, know-how and the like, whether patentable or not, conceived, made, or first reduced to practice by the Seller during the term of this Purchase Order (whether made solely by the Seller or jointly with others) that result from or are suggested by any work the Seller may do pursuant to this Purchase Order. The Seller agrees that all discoveries or inventions conceived, made, or first reduced to practice pursuant to any services performed under this Purchase Order shall be the sole property of HJFMRI. The Seller shall assist HJFMRI, at HJFMRI's expense, in the preparation of all documentation necessary to effectuate and perfect HJFMRI's rights in the discoveries or inventions.

6. **COPYRIGHT.** (a) The Seller agrees that all Work authored and to be authored under this Purchase Order is and shall be a "work made for hire" as defined in 17 United States Code § 101, and, pursuant to 17 United States Code § 201(b), HJFMRI is the author thereof and the owner of all rights comprised in the copyright. (b) If for any reason the Work would not be considered a work made for hire under applicable law, the Seller hereby transfers and assigns to HJFMRI all right, title, and interest in and to any and all copyrights (and any registrations and copyright applications relating thereto and any renewals and extensions thereof) in and to all text and other deliverables, if any, that have been or will be authored pursuant to or in furtherance of this Purchase Order (the "Work"). Without limiting the foregoing, the Seller specifically transfers and assigns to HJFMRI the rights to create derivative works based on the Work and to receive any and all profit, benefit, and advantage that shall or may arise by or from printing, copying, publishing, or vending all or any portion of the Work and any derivative works based thereon, together with any and all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto and any and all causes of action, either in law or in equity, for past, present, or future infringement of the copyrights, and all rights corresponding to the foregoing throughout the world, to have and to hold the same to HJFMRI and its successors and assigns forever. (c) The Seller warrants and represents that the Seller is the sole author (within the meaning of U.S. copyright law) of the Work; that the Work is not in the public domain; that the Work is original (except for any material from previously copyrighted works obtained by permission or assignment); that the Work does not infringe any existing copyright; that the Work has not heretofore been published in any form; and that the Seller has full power to transfer any copyright interest that the Seller may have in Work to HJFMRI. HJFMRI shall have the right to extend these warranties to any third parties, and the Seller shall be liable to the same extent as if the Seller made such warranties originally to any third party. (d) The Seller will defend, indemnify, and hold harmless HJFMRI and/or its licensees against all claims, suits, costs, damages, and expenses that HJFMRI and/or its licensees may sustain by reason of any scandalous, libelous, or unlawful matter contained or alleged to be contained in the Work or by reason of any infringement or violation by the Work of any copyright or other property right; and until such claim or suit has been settled or withdrawn, HJFMRI may withhold any sums due the Seller under this Purchase Order. (e) With the exception of short, properly attributed excerpts from others' works that constitute fair use, the Work contains no material from other copyrighted works without the written consent of the copyright holder(s). The Seller will obtain such consents at its own expense after consultation with HJFMRI and will file them with HJFMRI at the time the Work is delivered. Any obligations associated with such consents will be the sole responsibility of the Seller. (f) The Seller agrees to execute all papers and to perform such other proper acts as HJFMRI may deem necessary to secure for HJFMRI or its designee the rights herein assigned.

7. **INDEMNITY.** Seller agrees to indemnify, defend, and hold HJFMRI, HJF, its respective officers, directors,

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employees, and agents harmless from and against any and all losses, liabilities, demands, suits, judgments, claims, and expenses (including, without limitation, personal injuries, property damage, and reasonable attorney's fees), to the extent that such losses, liabilities, demands, suits, judgments, claims, and expenses arise out of or result from the negligent or intentional acts or omissions of Seller, or its officers, directors, employees or agents, in performing its obligations under this Purchase Order.

8. **LIMITATION OF LIABILITY. IN NO EVENT WILL HJFMRI BE LIABLE FOR SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES EVEN IF HJFMRI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.** In no event will HJFMRI's liability hereunder for damages of any nature exceed the Purchase Order value.
9. **RESERVATION OF RIGHTS.** Subject to the Limitation of Liability Clause above (Clause 8), HJFMRI expressly reserves all rights and remedies available to it at law or equity, including but not limited to rights and remedies set forth in the Uniform Commercial Code. The United Nations Convention on Purchase Orders for the International Sale of Goods shall not apply to the Purchase Order, and its application is hereby expressly excluded.
10. **ARBITRATION.** Unless excluded under the Dispute Resolution provision below, the Parties agree to submit to binding arbitration all Disputes between them arising out of or related to the Purchase Order or the breach, alleged breach, or interpretation thereof. Within thirty (30) days after either Party has notified the other in writing that it is submitting a Dispute to arbitration, one arbitrator shall be selected under the then current rules of the American Arbitration Association ("AAA") pertaining to arbitration of commercial disputes. The arbitration shall be held in the State of Maryland. The arbitration shall be conducted in accordance with the Commercial Arbitration rules of the AAA, except the AAA shall not have authority to make any award for damages excluded in the Purchase Order. The arbitration award shall be by a written decision and shall be final and binding and enforceable by any court of competent jurisdiction.
11. **DISPUTE RESOLUTION.** In the event any controversy, claim, dispute, difference, or misunderstanding (a "Dispute") arises out of or relates to the Purchase Order, HJFMRI and Seller will attempt in good faith to amicably resolve such Dispute. If the Parties are unable to resolve the Dispute, each Party will prepare a written position statement summarizing the unresolved issues and such Party's proposed resolution. These position statements will be delivered to the designated senior executive officers of each Party, who then will attempt to resolve the Dispute. If after thirty (30) days the Parties continue to be unable to resolve the Dispute, either Party may initiate arbitration, except that in Disputes affecting ownership of intellectual property, implicating patents of either Party, involving Confidential Information or Proprietary Information, or by which either Party seeks to obtain from the other monetary damages in excess of USD \$500,000, either Party may commence an action in a court of competent jurisdiction in lieu of proceeding with arbitration.
12. **LANGUAGE AND STANDARDS.** All reports, correspondence, drawings, notices, markings, and other communications shall be in the English language. The English version of this Purchase Order shall prevail. Unless otherwise provided in writing, all documentation and work shall use the units of U.S. standard weights and measures.
13. **INDEPENDENT CONTRACTOR.** The Seller is an independent entity and nothing shall be construed to make the Seller an agent, partner, legal representative, employee, or joint venturer of HJFMRI. HJFMRI and Seller will at all times remain independent contractors, each engaged in its own separate business and each responsible for its own employees and costs of doing business.
14. **CONFLICT OF INTEREST.** The Seller represents that it is free to enter into this Purchase Order and that this engagement shall not conflict with any obligations the Seller owes to any third party nor does it violate the terms of any agreement between the Seller and any third party.
15. **TAXES AND DUTIES.** Unless otherwise specified, any prices include all applicable U.S. Federal, state, and local taxes, as well as duties, tariffs, and similar fees imposed by any government, all of which shall be listed separately on the invoice. Prices shall not include any taxes or charges for which HJFMRI has a valid exemption certificate.

- 16. LAWS AND REGULATIONS.** The Seller agrees that, in performance of the Purchase Order, Seller will comply with all applicable laws, statutes, rules, regulations, ordinances, and orders of any state, country, or political subdivision thereof.
- 17. EXPORT CONTROL.** Seller understands and acknowledges that HJFMRI is subject to various national security and export control laws and regulations that prohibit or restrict the export or diversion of certain controlled information and materials. Thus, in the performance of this Purchase Order, the Seller agrees that it will comply with all applicable U.S. laws, regulations, Executive Orders and U.S. Department of Defense (DoD) policies concerning the use, handling, and dissemination of controlled information and materials. Nothing in this Purchase Order shall be construed to permit any dissemination of controlled information or materials in violation thereof.
- 18. FOREIGN CORRUPT PRACTICES ACT.** It is HJFMRI's policy to conduct its business in strict compliance with all laws, rules, and regulations applicable to such business in all countries in which it operates and to require all HJFMRI's contractors and suppliers to avoid any activities that would involve or potentially involve HJFMRI in any unlawful practice. The Seller agrees to comply with this policy. If any question exists as to the propriety of any proposed transaction, the matter should be referred to HJFMRI's legal counsel prior to entering into the transaction. The Seller understands and acknowledges that HJFMRI is subject to the U.S. Foreign Corrupt Practices Act ("FCPA"). The Seller hereby represents, warrants, and covenants to HJFMRI that it understands HJFMRI's obligations under the FCPA and that neither it nor any of its employees, representatives, agents, or advisors have made nor will make, directly or indirectly, any solicitation, request, offer, payment, promise to pay, or authorization of any of the foregoing that is in violation of the FCPA.
- 19. CERTIFICATION REGARDING LOBBYING.** Seller certifies that no U.S. Federal appropriated funds have been paid or will be paid, by or on behalf of the Seller, to any person for influencing or attempting to influence an officer or employee of a U.S. Federal agency, a U.S. Member of Congress, an officer or employee of the U.S. Congress, or an employee of a member of the U.S. Congress in connection with obtaining any contract, grant, or any other award covered by 31 U.S.C. 1352. If any funds other than U.S. Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Purchase Order, the Seller shall complete and submit Standard Form – LLL, "Disclosure of Lobbying Activities," to HJFMRI. The Seller shall require the language of this certification be included in all lower tier agreements and such lower tier Sellers shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this Purchase Order was made or entered into. Submission of this certification is a prerequisite for making or entering into this Purchase Order imposed by section 1352, title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than USD \$10,000 and not more than USD \$100,000 for each such failure.
- 20. OFFICIALS NOT TO BENEFIT.** No member of or delegate to the U.S. Congress, or resident commission, shall be admitted to any share or part of the Purchase Order, or to any benefit arising from it, in accordance with 41 U.S.C. 22.
- 21. GRATUITIES OR KICKBACKS.** No gratuities or kickbacks in the form of money, entertainment, gift, or other thing of any value shall be offered or given by Seller in connection with this Purchase Order. Accordingly, Seller represents that they have not offered or given any gratuity to any officer or employee of HJFMRI or HJF with a view toward securing the Purchase Order or securing favorable treatment with respect to the awarding, amending, or making of any determinations with respect to the Purchase Order. Seller further represents that they have not been solicited, accepted, or attempted to accept any kickback from any officer or employee of HJFMRI or HJF. HJFMRI, by written notice to Seller, may terminate the right of Seller to proceed or continue under the Purchase Order if it is found that any kickback or any gratuity was offered or given by Seller, or any agent or representative of Seller, to any officer or employee of HJFMRI or HJF with a view toward securing the Purchase Order or securing favorable treatment with respect to the awarding, amending, or making of any determinations with respect to the Purchase Order.

If the Purchase Order is terminated under this provision, HJFMRI shall be entitled to the same remedies against Seller as HJFMRI could pursue in the event of a material breach of the Purchase Order by Seller. If this Purchase Order is for construction or repair, Seller shall comply with the Copeland "Anti-Kickback " Act (18 U.S.C. 874), as supplemented in Department of Labor regulations (29 CFR Part 3, "Sellers and Subcontractors on Public Buildings or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

22. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY

MATTERS. Seller certifies, to the best of its knowledge and belief, that it and its principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from performing this Purchase Order by any U.S. Federal department or agency;
- b. have not within a three-year period preceding this Purchase Order been convicted of or had a civil judgment rendered against it or them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (U.S. Federal, State, or local) transaction or Purchase Order under a public transaction, violation of U.S. Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted for or otherwise criminally charged by a governmental entity (U.S. Federal, State, or local) with commission of any of the offenses enumerated above; and
- d. have not within a three-year period preceding this Purchase Order had one or more public transactions (U.S. Federal, State, or local) terminated for cause or default.

Any change in the debarred or suspended status of the Seller during the life of this Purchase Order must be immediately reported to HJFMRI. The Seller agrees to incorporate the Debarment and Suspension certification required by 32 CFR Part 25 into any lower-tier subcontract that they may enter in furtherance of this Purchase Order.

- 23. CHANGES.** HJFMRI shall have the right to make changes in the instructions, specifications, and drawings for goods or services covered by the Purchase Order. If Seller believes that any such change increases or decreases the price or time of delivery for such goods or services, Seller shall so notify HJFMRI (in writing, with adequate supporting documentation) within fifteen (15) days after receipt of written direction from HJFMRI to make such change. Seller's request for any adjustments shall be deemed waived unless submitted in writing within such fifteen (15) days. Seller shall not implement the change unless directed in writing by HJFMRI to perform said change, and, if Seller timely requests, HJFMRI and Seller shall mutually agree in writing upon an equitable adjustment in the price and/or delivery date to reflect the effect of such change. Seller shall not suspend performance of the unaffected portion of the Purchase Order while HJFMRI and Seller are in the process of making such changes and any related adjustments, or at any time thereafter, unless so instructed in writing by HJFMRI.

- 24. AMENDMENT.** No agreement or understanding modifying or waiving the conditions or terms of the Purchase Order shall be binding upon HJFMRI, nor shall extra compensation be paid by HJFMRI, unless the agreement or understanding is made in writing and signed by a duly authorized representative of HJFMRI.

- 25. ASSIGNMENT.** Neither this Purchase Order nor any part thereof shall be assigned or transferred by the Seller without the express prior written consent of HJFMRI. Any assignment or transfer without such consent shall be void.

- 26. NO WAIVER.** Except as otherwise expressly provided, no failure or delay of either Party in exercising any power, right, or remedy will operate as a waiver thereof, nor will any single or partial exercise of any power, right, or remedy preclude any other or further exercise thereof or the exercise of any other power, right, or remedy.

- 27. TERMINATION FOR CONVENIENCE.** This Purchase Order is being issued pursuant to an agreement between HJFMRI and HJF. In the event that HJF terminates its agreement with HJFMRI in its entirety, or terminates that portion which relates to this Purchase Order, HJFMRI shall have the right, upon written

notice to Seller, to cancel, for its convenience, further performance of all or any part of the Purchase Order. Such termination shall not be a breach of contract.

On the date of cancellation stated in the notice, Seller shall discontinue all work pertaining to the Purchase Order, shall place no additional orders, and, pending HJFMRI's instructions, shall preserve and protect materials on hand purchased for or committed to the Purchase Order, work in progress, and completed work both in Seller's and in its suppliers' facilities, and shall dispose of same in accordance with HJFMRI's instructions. HJFMRI and Seller shall mutually agree on appropriate cancellation payment to Seller or refund to HJFMRI, if any, taking into consideration that portion of the work satisfactorily performed to the date of cancellation, including reimbursement for reasonable overhead and profit on such work, reasonable and necessary expenses resulting from the cancellation, as substantiated by documentation satisfactory to and verified by HJFMRI, and amounts previously paid by HJFMRI.

- 28. TERMINATION FOR DEFAULT.** If Seller at any time shall default on or fail to perform any of its obligations under the Purchase Order, be adjudged bankrupt, or make a general assignment for the benefit of its creditors, or if a receiver shall be appointed on account of Seller's insolvency, HJFMRI may, by written notice to Seller, without prejudice to any other rights or remedies that HJFMRI may have, cancel further performance by Seller under the Purchase Order. In the event of such cancellation, HJFMRI may complete the performance of the Purchase Order by commercially reasonable means, and Seller shall be responsible for the additional costs incurred by HJFMRI in so doing. Any amounts due Seller for work completed by Seller in full compliance with the terms of the Purchase Order prior to such cancellation shall be subject to offset HJFMRI's additional costs of completing the Purchase Order and other damages incurred by HJFMRI as a result of Seller's default.
- 29. SEVERABILITY.** Whenever possible, each provision of this Purchase Order will be interpreted in such a manner as to be legal, valid, and enforceable under applicable law, but if any provision of this Purchase Order shall be held by a court having jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions of this Purchase Order will remain in full force and effect as if it had never contained such illegal, invalid, or unenforceable provision. If necessary to effect the intent of the Parties, the Parties will negotiate in good faith to amend this Purchase Order to replace the illegal, invalid, or unenforceable language with legal, valid, and enforceable language that as closely as possible reflects such intent.
- 30. TITLE.** Seller warrants full and unrestricted title to HJFMRI for the goods and services furnished by Seller under the Purchase Order, free and clear of any and all liens, restrictions, reservations, security interests, or encumbrances. Transfer of title shall occur upon acceptance of goods and services or 30 days after receipt of goods and services, whichever is earlier. If HJFMRI makes progress payments to Seller under the Purchase Order, title to the goods ordered hereunder (including work in progress, components thereof, and materials therefor) shall pass to HJFMRI at the time the first progress payment is made or as otherwise specified in the Purchase Order. Seller shall clearly identify such goods by visible marking or tagging, and HJFMRI shall have the right, at HJFMRI's option, to inspect and verify that said goods have been identified as HJFMRI's property. Care, custody, and control of such goods remain with Seller until such time as HJFMRI takes physical possession.
- 31. INSURANCE.** Seller shall maintain and, upon HJFMRI's request, shall provide written proof of the following Country specific insurance coverage; if Seller subcontracts any of the work to a third party, Seller shall require such third party to furnish the same insurance and indemnity as are required of Seller hereunder. (see table on Page 7 for minimum requirements).

COVERAGE	TANZANIA	KENYA	CAMEROON
Workers Compensation	The Seller warrants that it has worker's compensation, qualified workers compensation self-insurance, and employer's liability coverage, and that it will maintain these policies throughout the term of this Purchase Order to the extent required under Tanzanian law and regulations.	The Seller warrants that it has worker's compensation, qualified workers compensation self-insurance, and employer's liability coverage, and that it will maintain these policies throughout the term of this Purchase Order to the extent required under Kenyan law and regulations.	The Seller warrants that it has worker's compensation, qualified workers compensation self-insurance, and employer's liability coverage, and that it will maintain these policies throughout the term of this Purchase Order to the extent required under Cameroonian law and regulations.
Public Liability	N/A	The Seller shall, at its own expense, carry for the duration of this Purchase Order, public liability insurance in the amount, if any, as prescribed by Kenyan law. The insurance shall cover incidences relating to bodily injury, including death, and property damage to third parties caused by the fault of the Seller or any of the Seller's employees in the usual conduct of business.	N/A
General Liability	N/A	The work to be performed under this Purchase Order will be performed entirely at the Seller's risk.	N/A
Medical Liability			
Construction Insurance			
Automobile Liability	The Seller shall for the duration of this Purchase Order, carry comprehensive liability insurance at its own expense in the amount or limits at the general conditions of a First Class policy to the extent prescribed by Tanzanian law; and issued by a reputable insurer. The insurance shall cover automobile incidences relating to bodily injury, including death, and property damage to third parties caused by the fault of the Seller or any of the Seller's employees in the usual conduct of business.	The Seller shall for the duration of this Purchase Order, carry comprehensive liability insurance at its own expense in the amount or limits at the general conditions of a First Class policy to the extent prescribed by Kenyan law; and issued by a reputable insurer. The insurance shall cover automobile incidences relating to bodily injury, including death, and property damage to third parties caused by the fault of the Seller or any of the Seller's employees in the usual conduct of business.	The Seller shall for the duration of this Purchase Order, carry comprehensive liability insurance at its own expense in the amount or limits at the general conditions of a First Class policy to the extent prescribed by Cameroonian law; and issued by a reputable insurer. The insurance shall cover automobile incidences relating to bodily injury, including death, and property damage to third parties caused by the fault of the Seller or any of the Seller's employees in the usual conduct of business.
Marine Cargo	All compulsory coverage requirements under the terms of Tanzanian Law.	All compulsory coverage requirements under the terms of Kenyan Law.	All compulsory coverage requirements under the terms of Cameroonian Law
Civil Aviation	N/A	N/A	N/A
Insurance Brokers	N/A	All compulsory indemnity coverage requirements under the terms of Kenyan Law.	N/A

UGANDA	SOUTH AFRICA	THAILAND	USA
All compulsory coverage requirements under the <u>'Worker's Compensation Act (Cap 225) Laws of Uganda, 2000'</u> .	All compulsory coverage requirements under the <u>'Compensation for Occupational Injury and Diseases Act, 1993'</u> ; and any other applicable South African law.	All compulsory coverage requirements under the <u>'Workmen's Compensation Act, B.E.2537(1994)'</u>	Worker's Compensation in amounts required by law and Employer's Liability Insurance with minimum limits of \$500,000 per occurrence
N/A	N/A	N/A	Any compulsory coverage requirements under the terms of United States Law.
N/A	N/A	N/A	Any compulsory coverage requirements under the terms of United States Law.

EXECUTABLE CONTRACTS ONLY

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All compulsory coverage requirements under the terms of the <u>'Motor Vehicle Insurance (Third Party Risks) Act (Cap 214) Laws of Uganda, 2000'</u> ; and any other applicable Ugandan law.	All compulsory coverage requirements under the terms of the <u>'Road Accident Fund Amendment Act, 2005 (Act No 19. 2005)</u> and any other applicable South African law.	All compulsory coverage requirements under the <u>'Protection for Motor Vehicle Accident Victims Act, 1992'</u> .	Automobile Liability Insurance with a combined single limit of \$1,000,000 per occurrence for bodily injury, contractual endorsement, products, hazards, environmental liability, and property damage covering use and operation of owned, non-owned, and hired vehicles.
N/A	N/A	N/A	Any compulsory coverage requirements under the terms of United States Law.
All compulsory coverage requirements under the terms of Ugandan Law	All compulsory coverage requirements under the terms of the <u>'Air Services Licensing Act', 1990; 'International Air Service Act, 1993'; and 'Aviation Act, 1962'</u> and any other applicable South African law.		Any compulsory coverage requirement under the terms of United States Law.
N/A	N/A	N/A	Any compulsory coverage requirement under the terms of United States Law.

- 32. DELAYS, TIME IS OF THE ESSENCE.** The delivery dates indicated by HJFMRI on the Purchase Order are of the essence. Failure to meet the agreed delivery schedule shall be considered a breach of contract. Seller agrees to pay to HJFMRI any penalty and damages imposed upon or incurred by HJFMRI for failure of Seller to deliver articles, materials, or work on scheduled delivery dates. Where the delay is caused by "Force Majeure," HJFMRI shall have the right to either: (i) terminate, by written notice to Seller, all or part of the Purchase Order without liability to Seller of any kind for the terminated part(s) or (ii) extend the date of delivery or performance for a period equal to the duration of the delay, but Seller shall not be entitled to any extra compensation for such delay.
- 33. FORCE MAJEURE.** Neither HJFMRI nor Seller shall be liable to the other for any failure to perform the obligations hereunder if such failure is due fires; strikes; riots; embargoes; explosions; earthquakes; floods; wars; acts of terrorism; the elements; labor disputes; shortages of or inability to secure materials or transportation facilities; governmental actions; Acts of God, or other causes or events beyond a Party's control. Seller shall not be excused from performance hereunder where alternate sources of materials, goods, or services are available.
- 34. SERVICE WORK.** In the event the Purchase Order requires the performance of service work or installation of goods by Seller upon any property, premise, or project of HJFMRI, HJF or HJF's U.S. Government customer, Seller shall examine the premises to determine whether they are safe for such services and shall advise HJFMRI promptly of any situation it deems unsafe. Further, while on the premises of HJFMRI, HJF or HJF's U.S. Government customer, Seller and its employees shall comply with all applicable safety and health laws, regulations, and ordinances and with HJFMRI's, HJF's or HJF's U.S. Government customer's safety and facility rules. Seller shall keep said premises and the vicinity thereof clean of debris caused by its work, and upon completion of work, shall leave the premises clean and ready for use. Upon request of HJFMRI and at no expense to HJFMRI, Seller shall promptly remove from said premises any person under the control of Seller who violates any of the aforesaid safety, health, or facility laws, regulations, ordinances, or rules, who may cause or threaten to cause a breach of the peace, or who is otherwise objectionable to HJFMRI, HJF or HJF's U.S. Government customer.
- 35. WARRANTIES.** In addition to Seller's standard warranty and any warranty specified in any other sections/attachments to this Purchase Order, Seller warrants that all articles, material, and work furnished pursuant to this Purchase Order shall strictly conform to applicable specifications, drawings, samples, designs, descriptions, and other requirements of this Purchase Order and be free from defects in design, material, manufacture and workmanship; and that they are of merchantable quality and fit for their intended purpose. Such warranties by Seller shall run to the benefit of HJFMRI and its successors and assigns and Seller's warranty shall be effective for a period of time as set forth on the face of the Purchase Order. If no such time period is set forth on the face of the Purchase Order, the warranty shall be effective for a period of one year from the date of acceptance by HJFMRI or date of shipment by Seller of non-defective goods, whichever is later, or for any longer period specified by Seller. If any nonconformity of the work appears within that time, Seller shall promptly repair, replace, or re-perform the work, at HJFMRI's option. Return of articles and material to Seller for breach of warranty shall be at Seller's expense, and any article or materials not accepted by HJFMRI may be returned to Seller at Seller's expense for full credit of the purchase price. Repair or replacement of nonconforming work and repeat performance of work shall be at Seller's expense. Work required to be corrected or replaced shall be subject to this provision and the Inspection and Acceptance provision in the same manner and to the same extent as work originally performed under this Purchase Order. If repair, replacement, or re-performance of work is not timely, HJFMRI may elect to repair, replace work, or re-procure the work at Seller's expense.
- 36. PACKING AND SHIPMENT.** Seller agrees to ensure that shipments of deliverables are properly packed and described in accordance with standard commercial practice and applicable carrier regulations, unless otherwise specified in this Purchase Order. No charge shall be allowed for packing, shipment, or handling unless otherwise stated in the Purchase Order. On all shipments, a packing list shall accompany each container and shall describe the contents of that container and reference the appropriate Purchase Order and item number.

The bill of lading also will reference the Purchase Order and item number. Seller agrees to ship via carrier specified by HJFMRI, if any. Seller shall bear any premium freight cost incurred by HJFMRI or Seller beyond that specified by HJFMRI. Seller is responsible for all shipments that are damaged in transit due to improper packaging, improper marking, improper judgment, or other act or omission of the Seller. Partial shipments, if authorized by HJFMRI, shall not be construed as making the obligations of Seller severable. All goods received in excess of Purchase Order requirements shall be subject to return for credit at Seller's expense.

- 37. HAZARDOUS MATERIALS.** Seller shall notify HJFMRI in writing upon receipt of the Purchase Order if any goods or services furnished are subject to laws or regulations relating to hazardous or toxic substances, or to any other environmental or safety and health regulations, or, in the case of goods when disposed of, to regulations governing hazardous wastes. Seller shall furnish all appropriate shipping certification and instructions for shipping, safety, handling, exposure, and disposal in a form sufficiently clear for use by HJFMRI's non-technical personnel and sufficiently specific to identify all action that the user must take concerning the material.
- 38. INSPECTION AND ACCEPTANCE.** All work shall be subject to inspection by HJFMRI and/or the U.S. Government at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of this Purchase Order. Inspections and tests are for the sole benefit of HJFMRI and the U.S. Government and do not relieve the Seller of responsibility for providing adequate quality control measures or relieve the Seller of responsibility for damage to or loss of material or equipment prior to acceptance, or constitute or imply acceptance, or affect the continuing rights of HJFMRI or the U.S. Government. Work shall be deemed accepted only when the work has been inspected and found by HJFMRI to be in conformance with this Purchase Order. The Seller shall, without charge, replace or correct work found by HJFMRI not to conform to Purchase Order requirements. Inspection may be performed at HJFMRI's option on a statistical sampling basis; the entire lot may be rejected based on defects revealed by such sampling. At HJFMRI's option, the rejected lot will be either returned to Seller for replacement or credit or 100% screened by HJFMRI with cost of screening paid by Seller.
- 39. SECURITY.** If HJFMRI makes any advance or progress payment to Seller under the Purchase Order, Seller agrees, upon HJFMRI's request, to execute a security agreement and financing statement (both in form satisfactory to HJFMRI) granting a security interest to HJFMRI, effective in the jurisdictions of fabrication or manufacture, in the proceeds, raw materials, and goods that are purchased, manufactured, or otherwise obtained pursuant to the Purchase Order.
- 40. PAYMENT TERMS.** Unless otherwise stated in the Purchase Order, net invoices will be paid 30 days from the later of the date of the invoice or HJFMRI's acceptance of the goods or services covered by the invoice. The acceptance of minimal discount offers (e.g., prompt payment discounts) will be at the discretion of HJFMRI.
- 41. RIGHT TO SETOFF.** HJFMRI, without waiver or limitation of any rights or remedies of HJFMRI, shall be entitled at any time to set-off any amounts due or owing to HJFMRI from the Seller against any amount payable by HJFMRI whether or not in connection with this Purchase Order.
- 42. LAWS AND REGULATIONS.** Seller agrees that, in performance of the Purchase Order, Seller will comply with all applicable laws, statutes, rules, regulations, and orders of any state, country, or political subdivision thereof.
- 43. GOVERNING LAW.** This Purchase Order shall be governed by and construed in accordance with the laws of the State of Maryland, without regard to principles of conflict or choice of laws, but giving due regard to United States Federal laws and regulations governing the interpretation of U.S. Federal assistance agreements and Purchase Orders.

- 44. ORDER OF PRECEDENCE.** In the event of irreconcilable conflict between any provisions of this Purchase Order, the following order of precedence shall control: First) Special clauses on the face of the Purchase Order; Second) Statements of Work; Third) Drawings; Fourth) Specifications; Fifth) these General Purchasing Standard Terms, Conditions, Special Purchasing Terms and Conditions(if included with the Purchase Order); and Last) any other document attached or incorporated by reference and not constituting a Statement of Work, Drawing, or Specification.
- 45. SURVIVAL.** The terms and conditions specified herein shall survive the expiration or termination of this Purchase Order.