H.B. FULLER PURCHASE ORDER TERMS AND CONDITIONS

1. **Acceptance**. Seller's commencement of work on the goods and/or services (collectively "Goods") subject to this purchase order or shipment of such Goods ordered by H.B. Fuller Company, or any applicable H.B. Fuller Company affiliate (collectively "Purchaser"), whichever occurs first, shall be deemed to represent an effective mode of acceptance of this purchase order. Any acceptance of this purchase order is limited to the express terms contained on the face and back of this purchase order. Any term or condition contained in Seller's invoices or other documentation supplied by Seller which is different from, in addition to, or inconsistent with any term or condition specified herein is hereby objected to and rejected. Such term or condition will not be binding on or effective against Purchaser unless specifically accepted in writing by an authorized representative of Purchaser. If a separate agreement covering the terms and conditions of purchase has been negotiated, agreed upon and signed by authorized representatives of the parties, such agreement will take precedence (to the extent of conflicts) and the terms and conditions set forth herein will be supplemental to those of such agreement. Subject to the foregoing, these Purchase Order Terms and Conditions embody the entire agreement of the parties in relation to the subject matter hereof and supersede all prior understandings, communications, and representations between the parties, whether oral or written. No amendment to these terms and conditions will be effective unless in writing and signed by an authorized representative of Purchaser.

2. **Revocation**. Purchaser reserves the right to revoke this offer at any time prior to acceptance by Seller.

3. **Termination for Convenience**. Purchaser may terminate this purchase order or any part hereof for its sole convenience. In such event, Seller shall immediately stop all work and observe any instructions from Purchaser as to work in process. Seller shall be paid an equitable adjustment for work already performed.

4. **Termination for Cause**. Purchaser may terminate this purchase order or any part hereof for cause if Seller defaults under any agreement with Purchaser. In such event, Purchaser shall not be liable to Seller for any amounts, and Seller shall be liable for, and shall hold Purchaser harmless from, any damages occasioned by Seller's breach or default. If it is determined that Purchaser has improperly terminated this purchase order for cause, such termination shall be deemed to be for Purchaser's convenience.

5. **Existing Liability and Duties Upon Termination**. The termination of this purchase order will not relieve either party of any liability accrued prior to termination. The termination of this purchase order will not affect the obligation of confidentiality as required in these terms and conditions.

6. **Warranty**. Seller, on behalf of itself and its contractors and subcontractors, warrants that (a) all Goods furnished hereunder shall be: merchantable; free from any defects in workmanship or material; conform to the specifications provided by Purchaser (or if none provided, then Seller's specification); fit for their normal purpose and any specific purpose of the Purchaser made known to the Seller or for any other purpose of the Purchaser for which Seller should have reasonably been aware;(b) Purchaser will receive good and marketable title to the Goods, free of any claims, liens or encumbrances; (c) all services provided shall be: performed efficiently, safely, competently and in conformity with all applicable laws, industry standards and code of practice by suitably qualified and experienced personnel; and of the highest quality which reasonably would be expected from a skilled and experienced operator providing a similar type of service in similar circumstances; (d) it is/they are under no restriction from performing under this Agreement, not and have not been excluded, sanctioned, debarred, suspended or otherwise ineligible to participate in any government procurement program; and (e) all software, provided under this purchase order is free of computer viruses, time bombs, or code or instructions that may be used to access, modify, delete, damage, or disable any computer, associated equipment, computer programs, data files or other electronically stored information operated or maintained by Purchaser. Seller shall extend all warranties it receives from its vendors to Purchaser, and Seller's warranties shall extend to Purchaser's customers. This warranty is in addition to all warranties contained under the law. Upon receipt of written notice by Purchaser of a warranty claim, Seller, at Purchaser's option, will promptly correct or replace any defective Goods or re-perform the applicable services or issue a refund or credit in the amount Purchaser paid for such defective Goods. The cost of such correction or replacement, including shipment and return, and re-performance will be borne by Seller. Correction will be made, or replacement Goods will be delivered or re-performance of the applicable services will be completed by Seller, within the on-time period applicable to the original purchase order. Seller will be responsible for any damages Purchaser may incur as a result of any delay or failure to correct or replace the defective Goods or re-perform the applicable services.

7. **Prices; Fees; Payment; Price/Fee Warranty**. The prices and fees for the Goods are set forth in this purchase order. Prices and fees include all warehouse charges, pallet charges, handling charges, fuel surcharges and similar

fees, as applicable. Payment will be made within ninety (90) days after receipt of a valid invoice unless otherwise agreed upon in writing by the parties. Seller warrants that the prices and fees quoted hereunder are the lowest prices and fees for which these or similar Goods are sold by Seller to other customers, and if any price or fee reduction occurs between execution of the purchase order and delivery of the Goods or performance of the services, Purchaser shall be entitled to such reduction. Seller warrants that prices and fees shown on this purchase order shall be complete, and no additional charges of any type shall be added without Purchaser's express written consent.

8. **Changes**. Purchaser may make changes in this purchase order at any time and Seller will accept such changes. If such changes result in additional costs, Purchaser shall make an equitable adjustment in the purchase price or applicable fee provided such additional costs are itemized for Purchaser by Seller within thirty (30) days of the notice of the change.

9. **Delivery**. Delivery of Goods will be made per the delivery terms stated in this purchase order, or FOB Purchaser's designated location(s) if no delivery term is stated. Title and risk of loss for Goods will pass to Purchaser upon delivery to Purchaser's designated facility or upon delivery to Purchaser of the applicable deliverable. A packing slip must be included with each shipment of Goods and must contain the following: quantity ordered, quantity shipped, description of Goods, tax and freight. Time is of the essence. If delivery of Goods (included but not limited to rendering of services) is not completed by the time and date stated in the purchase order, Purchaser may, without liability, in addition to its other rights and remedies available at law and in equity, terminate such purchase order by notice effective when received by Seller as to Goods not yet shipped (including but not limited to services not yet rendered) and to purchase substitute Goods or services elsewhere and charge Seller with any loss incurred. Any documents necessary to enable Purchaser to obtain the Goods from the carrier when tendered will be mailed to Purchaser at the delivery address specified in this purchase order.

10. **Inspection**. Payment for the Goods delivered under this purchase order shall not constitute acceptance of such Goods. Purchaser may inspect such Goods and to reject any or all of such Goods which are in Purchaser's judgment defective or nonconforming. Goods rejected and Goods supplied in excess of quantities required herein may be returned to Seller at Seller's expense and, in addition to Purchaser's other rights, Purchaser may charge Seller all expenses of unpacking, examining, repacking and reshipping such Goods. If Purchaser receives Goods whose defects or nonconformity is not apparent on examination, Purchaser may require replacement or re-performance, as well as payment of damages. Nothing contained in this purchase order shall relieve in any way Seller from the obligation of testing, inspection and quality control.

11. **Force Majeure**. A party will not be liable for any delay in performance or non-performance caused by circumstances beyond such party's reasonable control, and without its fault or negligence, including, but not limited to, fire, flood, explosion, acts of God, riots, strikes, labor disputes, war or other hostilities, civil commotion, or other similar contingencies or circumstances. The non-performing or delayed party will give immediate written notice to the other party of the onset, extent and probable duration of such circumstances, and if the circumstances are not removed within 30 days thereafter, the other party may terminate this purchase order. The party whose performance is prevented will use reasonably diligent efforts to cure such failure. If Seller announces or institutes an allocation or sales control plan for any Goods included in this purchase order, Seller shall use the following formula as means of calculation for Purchaser's monthly shipment quantities: [the greatest single monthly purchase volume in the most recent 12 month purchase history + 30%) x the announced allocation percentage or sales control factor.

12. **Intellectual Property Indemnification**. Seller will defend, indemnify and hold Purchaser, its agents and customers harmless from and against any suit or claim that may be instituted by a third party, including any and all expenses, losses, royalties, profits, damages, settlement amounts, court costs and reasonable attorneys' fees resulting from such suit or claim for an alleged infringement of patents, copyrights or mask work rights relating to the maintenance, sale, or use of any Goods under this purchase order. Purchaser may be represented by and actively participate through its own counsel in any such suit or proceeding if it so desires, and the costs of such representation shall be paid by Seller.

13. **Indemnification**. Seller shall defend, indemnify and hold Purchaser harmless from and against all damages, claims for damages, suits, recoveries, judgments, or liabilities and expenses including court costs and reasonable attorneys' fees arising out of or resulting in any way from: the possession, use or consumption by any person of any Goods; any defect in the Goods purchased hereunder; or from any act or omission of Seller, its agents, employees or subcontractors, including, but not limited to, failure to comply with applicable laws, breach of warranties, breach of Seller's obligations under this purchase order, negligence, strict liability or willful or intentional misconduct. This indemnification shall be in addition to the warranty obligations of Seller.

14. **Assignments and Subcontracting**. No part of this purchase order may be assigned or subcontracted without the prior written approval of Purchaser.

15. **Setoff**. All claims for money due or to become due from Purchaser shall be subject to deduction or set off by Purchaser by reason of any counterclaim arising out of this or any other transaction with Seller.

16. **Waiver; Severability**. Purchaser's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or Purchaser's waiver of any breach hereunder shall not thereafter waive any other terms, conditions, or privileges, whether of the same or similar type. The provisions of these terms and conditions are separate and divisible and if any court or government authority of competent jurisdiction determines that any provision of these terms and conditions is void and/or unenforceable, the remaining provision or provisions will be construed as if the void and/or unenforceable provision or provisions were not included in these terms and conditions.

17. **Insurance**. Seller, at its own expense, will carry and maintain the following minimum insurance coverages in amounts no less than indicated below, in U.S.A. dollars or its equivalent. The insurance shall protect Seller and Purchaser from claims which may arise out of or be in connection with the performance of this purchase order. Insurers providing these coverages must have an A.M. Best rating of at least A-, VII.

Workers' Compensation:	Statutory Limits
Employers Liability:	
Bodily Injury each accident;	$1,000,000
Bodily Injury by disease policy limit;	$1,000,000
Bodily Injury by disease each employee	$1,000,000
Commercial General Liability:	
Each occurrence	$1,000,000
General Aggregate;	$2,000,000
Products Completed Operations Aggregate	$2,000,000
Automobile Liability:	$1,000,000
Combined Single Limit – Bodily Injury & Property Damage	
Umbrella Liability:	
Each occurrence	$10,000,000
Aggregate	$10,000,000
Products completed operations aggregate	$10,000,000
Environmental Liability (Chemical Suppliers):	
Bodily Injury and Property Damage – Each Occurrence	$1,000,000
Professional Liability	
Each occurrence	$1,000,000
Aggregate	$3,000,000
Cyber Liability (if applicable)	
Each occurrence	$1,000,000

Seller must provide to Purchaser, upon request, and at the beginning of each successive policy year, a certificate of insurance evidencing the coverage listed above from an insurance company that has an A.M. Best Rating of at least "A- (A minus)". Except for workers' compensation and environmental all policies must be primary and non-contributory and name H. B. Fuller Company, its affiliates, members, partners, and their respective directors, shareholders, officers, agents and employees as additional insureds. Seller shall waive any and all subrogation rights against H. B. Fuller Company, its affiliates, members, partners, and their respective directors, shareholders, officers, agents and employees for all policies except environmental. These policies shall also provide cross liability.

Coverage afforded under these policies will not be canceled until 30 days prior written notice has been given to Purchaser. Purchaser may terminate this purchase order immediately upon Seller's termination of such coverage. The insurance specified herein shall be minimum and Seller is responsible for providing additional insurance as deemed necessary. Seller's liability for any act or omission under this purchase order is not limited in any way whatsoever by the amounts of insurance stated above.

18. **Confidentiality**. Seller shall consider all information furnished by Purchaser to be Confidential Information, and shall not disclose any such information to any other person or use such information itself for any purpose other than for performing its obligations hereunder. For the purpose of this purchase order and any discussions related to this purchase order, "Confidential Information" means all written or tangible information (including, but not limited to, data, know-how, technical and non-technical materials, and product samples and specifications) which Purchaser

may share with Seller, or which Seller may observe. Seller will not use Purchaser's Confidential Information other than as provided herein and will maintain in confidence Purchaser's Confidential Information with the same degree of care each holds its own confidential and proprietary information; provided, however, that such degree of care will be at least that which would be exercised by a reasonable, prudent business person in similar circumstances. Confidential Information will not include any information which Seller demonstrates by reasonable evidence: (a) on the date of disclosure was in the possession or control of Seller; or (b) was independently derived by Seller without access to the Confidential Information; or (c) at the time of disclosure or thereafter becomes public knowledge through no fault or omission of Seller; or (d) is lawfully obtained from a third party under no obligation of confidentiality to Seller. This obligation of confidentiality will remain in full force after the termination, expiration or completion of performance under this purchase order.

19. **Compliance with Laws**. (a) The Seller is aware of the fact that Purchaser is a global company headquartered in the US and therefore subject to US and other globally applicable rules and regulations. It is essential that, as part of the Purchaser network, the Seller adheres to the same rules and regulations, as well as complies with the Purchaser Code of Business Conduct (ethical standards):-

https://investors.hbBuyer.com/governance/governance-documents/default.aspx

(b) The Seller agrees that it (and any subSellers, contractors or employees, if permitted) will comply with all applicable laws, including but not limited to:-

(i) U.S* or other applicable laws which prohibit:

1) transactions involving the following countries: Iran, Cuba, North Korea, Syria and the Regions of: Crimea, Donetsk, and Luhansk (collectively, the "Embargoed Countries"),

2) products, materials or data acquired from Purchaser from being exported, re-exported, transferred (including in-country transfers), sold, or otherwise made available for use to, transported through, or stored in, any of the Embargoed Countries, unless properly authorized by the US government.

3) products, materials or data acquired from Purchaser from being exported, re-exported, transferred (including in-country transfers), sold, or otherwise made available for use, in activities that involve the development, production, use or stockpiling of nuclear, chemical, biological weapons or missiles, or use of such items in any facilities that are engaged in such activities.

* including those administered or enforced by the: US Department of Commerce, Bureau of Industry and Security (BIS); US Department of Treasury, Office of Foreign Assets Controls ("OFAC) and US Department of State.

(ii) US and other applicable laws** that prohibit the sale, transfer (including in-country transfer), export, re-export or otherwise making available for use, Purchaser products, material or data to any prohibited person, entity, or organization ("Prohibited Person"), any national of any Embargoed Country, or anyone controlled by a Prohibited Person.

** which include but are not limited to the: Specially Designated Nationals List, Denied Persons List, Unverified List, Entity List, AECA Debarred List, and Nonproliferation Sanctions List. These lists can be accessed at: https://www.trade.gov/data-visualization/csl-search and are subject to change - compliance is required with the lists as they exist at the applicable time.

(iii) international anti bribery standards, which include strict rules to prohibit the offering or receiving of bribes in general commercial practice, and prohibits the direct or indirect payment, offering to pay, or authorization of payment of anything of value (either in the form of compensation, gift, contribution or otherwise) outside the ordinary course to any person, government official or agency. Generally, a bribe is defined as an inducement or reward offered, promised or provided in order to gain any commercial, contractual, regulatory or personal advantage, where business therefore is conducted otherwise than strictly on the basis of merit. The offering, giving or receiving of any bribe, whether directly or indirectly, is prohibited; and

(iv) those underpinning the Purchaser Code of Business Conduct and ethical values of supporting legitimate trade only.

Failure to adhere to the above provisions is a serious default and shall constitute grounds for immediate termination of this Agreement. The Seller shall provide access (to an independent third party, subject to prior signature of a confidentiality agreement) to its books and records for audits of compliance with this provision.

20. **Conflict Minerals.** As a public company, Purchaser is subject to Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act ("Dodd-Frank Act") and the regulations promulgated thereunder, as amended from time to time, relating to the sourcing of any tantalum, tin, tungsten and gold ("Conflict Minerals") in its

products. Seller shall establish policies to reasonably assure that the Conflict Minerals in the products Seller manufactures and supplies to Purchaser do not directly or indirectly finance or benefit armed groups that are perpetrators of serious human rights abuses in the Democratic Republic of the Congo or an adjoining country (a "Covered Country"). For products delivered to Purchaser, Seller covenants that it shall provide Purchaser assistance and sufficient documentation, as reasonably determined by Purchaser, to enable Purchaser to comply with its reporting obligations under the Dodd-Frank Act. At Purchaser's request, and at no additional cost to Purchaser, Seller shall provide information to Purchaser regarding any products containing Conflict Minerals, which may include the information contained in the EICC Conflict Minerals Reporting Template. Required information relating to each product delivery shall include: 1) a statement whether the products contain any Conflict Minerals and, if so, whether those Conflict Minerals originated in a Covered Country; and 2) if the Conflict Minerals did originate in a Covered Country, Seller shall describe its due diligence efforts regarding the source and chain of custody of the Conflict Minerals. Seller will maintain records regarding its due diligence efforts for two years from the date of expiration of this purchase order, and provide Purchaser access to, and the right to conduct an audit of, such records and Seller's due diligence measures. Purchaser may terminate this purchase order for Seller's material non-compliance herewith or with Purchaser's Conflict Minerals Policy.

21. **Governing Law; Venue; Language**. This purchase order and all the rights and obligations of the parties shall be governed by the laws of the State of Minnesota, U.S.A. The parties expressly agree to exclude the application of the United Nations Convention on Contracts for the International Sale of Goods as amended, replaced or re-enacted from time to time. Seller hereby irrevocably consents to the in personam jurisdiction of any state court of general jurisdiction and the federal courts of the United States of America located within Ramsey County, Minnesota with respect to any legal proceeding arising out of or related to this purchase order, and registered or certified mail of any legal process shall constitute lawful and valid service of process in any such proceeding, suit or controversy. Seller shall bring any legal proceeding arising out of or related to this purchase order only in the federal or state courts located in such county. If Seller institutes any legal proceeding in any other court, it shall assume all of Purchaser's costs in connection therewith, including reasonable attorney's fees. The parties agree that these terms and conditions are prepared in the English language and such language will govern.

22. **Anticorruption and Securities Compliance.** Seller represents and agrees that it (and anyone acting on its behalf) will comply with: (i) all export controls laws, (ii) the provisions of the Foreign Corrupt Practices Act which specifically prohibits U.S. companies or their affiliates from making or offering to make any payment to any foreign government official in order to influence such official, to obtain or retain business or to obtain an improper advantage, and (iii) international anti-bribery standards which include strict rules to prohibit the offering or receiving of bribes in general commercial practice (including the U.K. Bribery Act). Seller also agrees that failure to comply with this provision shall constitute sufficient grounds for immediate termination of this Agreement. Seller shall provide access to its books and records for audits of compliance with this provision. Seller acknowledges that under U.S. securities laws, any person in receipt of material non-public information from a securities issuer is prohibited from purchasing or selling securities of such issuer and is also prohibited from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities.

23. **Notices**. To be effective against a party, a notice provided for under this purchase order must be in writing and must be given by certified mail (postage prepaid), by delivery or in such other manner as the parties may mutually deem appropriate. Notice will be deemed given upon receipt, but in no event later than 10 days after mailing or documented delivery date. Notices will be addressed to the receiving party at the address stated above in the preamble or to such other address or fax number as designated by the parties.

24. **Independent Contractors; Taxes; Benefits.** This purchase order is entered into by the parties as independent contractors and Seller is not an employee, joint venture partner or other legal representative of Purchaser. Seller will not represent that it is an agent or legal representative of Purchaser, nor incur any liabilities or obligations on behalf of Purchaser, except upon prior written authorization from Purchaser. Seller agrees that Purchaser will not provide Seller or Seller's employees, directors, subcontractors or agents with worker's compensation benefits, unemployment or disability insurance, liability insurance or any other benefits or insurance that may be available to Purchaser or its employees. Seller will be responsible for withholding and paying retirement benefit taxes, if any, which may be applicable, on behalf of its personnel and for any other applicable fees or taxes (federal, state, local or foreign) which may be required by law.

25. **Intellectual Property.** All deliverables resulting from Seller's services under this Agreement are a "work for hire" and any intellectual property created hereunder solely by Seller or Purchaser, or jointly, is the exclusive property of Purchaser. Seller will disclose promptly to Purchaser all ideas, inventions, discoveries or improvements

related to such services. Seller agrees that all such intellectual property is hereby assigned to and is the sole property of Purchaser. At Purchaser's request and expense, Seller will execute and deliver to Purchaser all documents pertaining to such ideas, inventions, discoveries or improvements, and take such other action as may be reasonably required by Purchaser, or its successors, assigns and nominees, to obtain and enforce patent protection related to this paragraph. For the avoidance of doubt, in no event shall Seller be entitled additional inventorship remuneration from Purchaser. All writings and electronic recordings produced by Seller under this purchase order will be the sole property of Purchaser and Purchaser will have the exclusive right to copyright these writings in any country or countries.

26. **Use of Purchaser's Name**. Seller may not disclose Purchaser's name as a customer of Seller without obtaining Purchaser's express written consent obtained prior thereto.

27. **Disclaimer and Limitation of Liability.** PURCHASER WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS PURCHASE ORDER, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR OTHER ECONOMIC LOSS. IN ADDITION, IN NO EVENT WILL PURCHASER'S AGGREGATE LIABILITY UNDER THIS PURCHASE ORDER EXCEED THE AGGREGATE AMOUNT PAID BY PURCHASER IN THE 90 DAY PERIOD IMMEDIATELY PRECEDING THE DATE OF SELLER'S CLAIM. THIS LIMITATION IS SELLER'S EXCLUSIVE REMEDY ARISING OUT OF OR RELATED TO THIS PURCHASE ORDER. THIS LIMITATION WILL APPLY REGARDLESS OF WHETHER PURCHASER'S LIABILITY ARISES FROM BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILTY OR TORT.

28. **Packaging Services.** When Seller will manufacture and sell Goods to Purchaser under Purchaser's private label, Purchaser hereby grants to Seller a royalty free, limited, non-exclusive license and right to use Purchaser's trade name or trademarks designated and approved by Purchaser for the sole purposes of labeling and packaging the Goods for sale to Purchaser, or for the preparation of necessary documentation required by Purchaser. Seller may not sublicense such rights. Purchaser retains the exclusive right, title and interest in its trade name, logos and trademarks used with any labels or packaging of the Goods and Seller retains the exclusive right, title and interest in all formulas, know-how, manufacturing processes and other product information related to the Goods. Each party remains responsible for all information on the labels, technical data sheets ("TDS") and material safety data sheets ("MSDS") or other technical information related to the Goods which such party has provided under the applicable purchase order. Upon termination or expiration of the applicable purchase order, Seller will (i) immediately cease using Purchaser's trademarks or trade names except to the extent that Seller is required to fill open purchase orders for Purchaser; (ii) deliver to Purchaser, or destroy (at Purchaser's sole option) any and all artwork, literature or documents containing such trademarks or trade names and all packaging supplies labels, cartons, cartridges or containers for which Purchaser paid Seller and (iii) provide such transition services to Purchaser as the parties agree. In addition, Seller will:

a. package, mark, label and ship the Goods under Purchaser's trade names, logos and trademarks only as directed by Purchaser.
b. prepare the necessary artwork and graphics for the labels for the Goods for Purchaser's approval, prior to the first shipment of the Goods, unless expressly agreed otherwise in writing by the parties. The parties will collaborate regarding the preparation of the information necessary for inclusion on labels, packaging, and written documentation to be included with the Goods when shipped by Seller to Purchaser. All costs of developing artwork, graphics and any plate costs for containers and labels will be the responsibility of Purchaser. Purchaser will exclusively own all artwork, graphics and plates used for labels specifically related to Purchaser's trade name, logos and trademarks.
c. provide all necessary technical and other information related to the Goods for Purchaser's prior written approval, including, but not limited to, information in each TDS and MSDS.
d. purchase the containers and ship the Goods to Purchaser in the containers specified by Purchaser or as otherwise expressly agreed in writing by the parties. Such containers may be changed at the written direction of Purchaser at any time, provided that Purchaser will reimburse Seller for the reasonable and actual costs incurred by Seller in making any such change(s).
e. provide MSDS and regulatory information for the Goods.
f. not change the Goods or the content or appearance of the labels or packaging for such Goods without Purchaser's express written consent.

29. **Federal Acquisition Regulations**. The following clauses set forth in Part 52 of the Federal Acquisition Regulations, as in effect on the date of this purchase order, are hereby incorporated in this purchaser order by reference:

52.203-1 OFFICIALS NOT TO BENEFIT (APR 1984)

52.203-3 GRATUITIES (APR 1984)

52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1985)

52.204-2 SECURITY REQUIREMENTS (APR 1984)

52.210-5 NEW MATERIAL (APR 1984)

52.212-13 STOP-WORK ORDER (APR 1984)

52.215-26 INTEGRITY OF UNIT PRICES (JUL 1986)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS (JUN 1985)

52.219-13 UTILIZATION OF WOMEN-OWNED SMALL BUSINESSES (AUG 1986)

52.220-3 UTILIZATION OF LABOR SURPLUS AREA CONCERNS (APR 1984)

52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (APR 1984)

52.222-3 CONVICT LABOR (APR 1984)

52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION (MAR 1986)

52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT (APR 1984)

52.222-26 EQUAL OPPORTUNITY (APR 1984)

52.222-36 AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (APR 1984)

52.223-2 CLEAN AIR AND WATER (APR 1984)

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (APR 1984)

52.225-3 BUY AMERICAN ACT--SUPPLIES (APR 1984)

52.225-10 DUTY-FREE ENTRY (APR 1984)

52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (APR 1984)

52.229-3* FEDERAL, STATE, AND LOCAL TAXES (APR 1984)

52.229-4* FEDERAL, STATE AND LOCAL TAXES (NONCOMPETITIVE CONTRACT) (APR 1984)

52.246-23 LIMITATION OF LIABILITY (APR 1984)

52.246-24 LIMITATION OF LIABILITY--HIGH-VALUE ITEMS (APR 1984)

52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (APR 1984)

52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (APR 1984)

If this purchase order may exceed $10,000:

52.214-26 AUDIT--SEALED BIDDING (APR 1985)

52.214-28 SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS--SEALED BIDDING (APR 1985)

52.215-1 EXAMINATION OF RECORDS BY COMPTROLLER GENERAL (APR 1984)

52.215-2 AUDIT--NEGOTIATION (APR 1984)

52.215-24 SUBCONTRACTOR COST OR PRICING DATA (APR 1985)

52.215-25 SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS (APR 1985)

52.222-35 AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS (APR 1984)

If this purchase order may exceed $100,000:

52.230-3 COST ACCOUNTING STANDARDS (AUG 1986)

52.230-4 ADMINISTRATION OF COST ACCOUNTING STANDARDS (APR 1984)

52.230-5 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (AUG 1986)

If this purchase order may exceed $500,000:

52.220-4 LABOR SURPLUS AREA SUBCONTRACTING PROGRAM (APR 1984)

*Whichever is applicable.

Seller will accept any other Federal statutory or regulatory requirements that may be included in Purchaser's prime contract but which are not specifically set forth herein.

When necessary to make the context of the clauses incorporated by this Article applicable to this purchase order, the term "Government" or "Contracting Officer" means Purchaser, the term "Contractor" means Seller, and the term "Contract" means this purchase order.

Seller shall establish, maintain and administer a property control program for the use, maintenance, repair, protection, preservation, identification and disposition of U.S. government property, in the possession or control of Seller pertaining to the performance of this purchase order, in accordance with sound industrial practice and the applicable provisions of Part 45 of the Federal Acquisition Regulations System, Code of Federal Regulations, Title 48, Chapter 1, as in effect on the date of this purchase order (which provisions are incorporated herein by reference).

Seller agrees that all subcontracts under this purchase order shall contain the provisions required by this purchase order to be contained in such contracts. Seller further agrees that no subcontract under this purchase order shall provide for payment on a cost plus percentage of cost basis.