



# Global Supplier Terms and Conditions

- 1. ACCEPTANCE OF PURCHASE ORDER.** The following terms and conditions (these “**Terms and Conditions**”) are applicable to the purchase of products or services (“**Products**”) by FLIR Systems, Inc., or one of its Affiliates (“**FLIR**” or “**Buyer**”), as identified on the face of the purchase order (“**Purchase Order**”) issued to the supplier named on the face of the Purchase Order (“**Seller**”). Except as provided in Paragraph 3, these Terms and Conditions, together with the Purchase Order they are referenced in or accompany, and all documents named in that Purchase Order, constitutes the entire and exclusive agreement between Seller and Buyer (collectively, this “**Agreement**”). “**Affiliates**” means, with respect to either party, any other entity directly or indirectly controlling, controlled by, or under common control with such party. The Agreement is effective on the earlier of: Buyer’s receipt of Seller’s notice of acceptance or acknowledgment, or Seller’s commencement of performance. If the parties have in effect a formal written agreement executed by duly authorized representatives of both parties related to the sale of the Products by Seller to Buyer (a “**Formal Agreement**”), and there is a conflict among the terms of the Formal Agreement, these Terms and Conditions and this Agreement, the terms of the Formal Agreement will be first in order of precedence, and will prevail over these Terms and Conditions. If any terms on the face of Buyer’s Purchase Order differ from or add to these Terms and Conditions, the Purchase Order face terms shall take precedence over these printed Terms and Conditions, and all of the foregoing will prevail over any other terms of this Agreement. Except as provided in the second preceding sentence, this Agreement shall govern the sale of the Products to Buyer. If Seller submits any other document that contains terms and conditions which are inconsistent with or in addition to this Agreement, including pre-printed terms in Seller’s quotation, acknowledgement or invoice, then any such different or additional term or condition shall not alter this Agreement unless duly executed by an authorized executive of Buyer. The sale of Products is expressly conditioned upon Seller’s acceptance of this Agreement. If the Purchase Order has been issued by Buyer in response to an offer, and if any of the terms of this Agreement are additional to or different from any terms of such offer, then Buyer’s acceptance of such offer, is expressly conditioned on (a) Seller’s assent to such additional and different terms herein and (b) Seller’s acknowledgment that this Agreement states the parties’ entire agreement.
- 2. TERMS OF DELIVERY.** Shall be interpreted in accordance with INCOTERMS 2010.
- 3. INSPECTION, EXPEDITING, AND DOCUMENTATION.** Seller is fully responsible for the design, fabrication, and construction of the Products and for compliance with all terms, conditions, specifications, drawings and codes. Buyer shall have the right to inspect the Products and Seller’s manufacturing processes and facilities used in production of the Products at all reasonable times. Subject to Seller’s reasonable restrictions regarding safety and security, Buyer’s customer may attend any inspections performed by Buyer. Seller shall comply with Buyer’s reasonable requests to expedite the Products. Seller shall provide Buyer with data, drawings, specifications, test results, quality documentation, schedules and other information according to the requirements of the Purchase Order. Buyer shall have a reasonable time, not less than thirty days, after receipt to inspect Products. Buyer, at its election, may either reject nonconforming Products, or keep nonconforming Products, and, in addition to other available remedies, deduct a reasonable amount from the price. Buyer’s inspection, waiver of inspection, and acceptance of Products shall not relieve Seller of its obligations.
- 4. TIME OF PERFORMANCE.** Delivery according to the schedule stated in the Purchase Order is of critical importance to Buyer’s avoiding substantial loss on sales to its customers. IN THE EVENT OF DELAY, OR ANTICIPATED DELAY, from any cause, including force majeure, Seller shall immediately notify Buyer in writing of the delay or anticipated delay, and will shorten or make up the delay by all commercially reasonable means. If Seller fails to meet Buyer’s delivery requirements without Buyer’s written approval, and fails to adequately assure future performance, Buyer, within ten days of Buyer’s providing notice of intent to cancel, Buyer may cancel all or any part of the Purchase Order, subject to the terms provided in Paragraph 11 herein, Default.
- 5. TITLE; RISK OF LOSS.** Title to the Products, and if the Products are made to order, then title to all materials, inventory, work in progress, design data, other documentation, and all related contractual rights, shall vest in Buyer upon delivery. Seller shall take affirmative steps to segregate Products and clearly label them as property of the Buyer. Seller warrants full and clear title to the Products, free and clear of any and all liens, restrictions, reservations, security interests and encumbrances. In the event that Buyer rejects Products as nonconforming, title shall revert to Seller upon Buyer delivering notice to Seller in accordance with Paragraph 6. Seller shall bear the risk of loss and shall insure or self-insure for the benefit of Seller and Buyer the Products in its care, custody and control until Products are delivered in accordance with the Purchase Order.
- 6. CONFORMING PRODUCTS.** The Products shall conform strictly to the description, plans, specifications, and sample. If there are no specific descriptions, plans, specifications, or samples, and to the extent that they are not explicit, the Products shall be new, of the latest design or model conforming to the Buyer’s requirements, and of the best quality. Seller may not substitute Products or parts of Products, or shipment more or less than the quantity specified in the Purchase Order. If Buyer receives Products that do not conform to these requirements, Buyer may reject such shipment in whole or in part by notifying Seller. Seller shall remove such rejected Products at Seller’s expense within ten (10) days after the date of Buyer’s notice. If Buyer determines or has reason to believe that Products contain suspect and/or counterfeit part(s), Buyer shall provide Seller notice, impound the suspect /counterfeit parts and report all occurrences to ERAI or the Government Industry Data Exchange Program (GIDEP).
- 7. WARRANTY.** Seller warrants that the Products will be new (unless specifically stated otherwise in the Purchase Order), not contain counterfeit materials, be free from defects in material, workmanship, and design for a period of 12 months from the date of initial operation of the Products, or 18 months from the date of shipment, whichever shall first occur. In the case of spare or replacement parts manufactured by Seller, the warranty period shall be for a period of six months from shipment. Repairs shall be warranted for 12 months or, if the repair is performed under this warranty, for the remainder of the original warranty period, whichever is greater. Buyer shall report any claimed defect in writing to Seller upon discovery and in any event, within the warranty period. Seller shall repair or replace the Products within ten (10) working days, at the original delivery point of shipment. If Buyer repairs or replaces Products without Seller’s prior written approval, Seller is relieved of obligation to Buyer under this section with respect to such Products, unless the repair, replacement, or adjustment occurred after Seller failed to satisfy its obligations under this section. Products shall not be deemed defective either by reason of normal wear and tear or, Buyer’s failure to properly store, install, and maintain the Products.
- 8. WARRANTY REMEDIES.** If Buyer discovers any breach of warranty, then Seller, at its option, shall promptly repair or replace, the Products in question at Seller’s cost. Buyer’s rights and remedies in this paragraph are in addition to any other rights or remedies legally available.
- 9. PATENTS, COPYRIGHTS, TRADEMARKS AND TRADE SECRETS.** Seller warrants, represents and covenants that the Products and the sale and use thereof do not infringe directly or indirectly any valid patent, copyright, property right or trademark. Seller agrees, at its cost and expense, to defend, indemnify and hold Buyer and its Affiliates free and harmless from and against any and all costs, expense, liabilities or damages, including attorneys’ fees, arising out of alleged or actual patent, copyright, property right, trademark or trade secret infringement.
- 10. ASSIGNMENT.** Seller may not assign this Agreement without Buyer’s prior written consent.
- 11. CANCELLATION.** Upon written notice to Seller, Buyer may cancel all or any separable part of the Purchase Order. Seller immediately shall stop all work on the Products, place no additional orders, and cancel its existing orders on the best possible terms. Pending Buyer’s



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instructions, Seller shall preserve and protect Products on hand, work in progress, supplier data, and completed Products, both in its own and in its supplier's facilities. Buyer shall have the immediate right to remove from Seller's premises the Products and all drawings, records, and parts paid for by Buyer. Buyer's only cancellation payment, if any, shall be that amount that reflects the part of the Purchase Order satisfactorily performed before cancellation, less money already paid to Seller. Seller is not entitled to recover for lost profits or other consequential or incidental damages.

12. **CHANGES.** Buyer may make changes in the character or quantity of the Products, or in the manner or time of performance of the Purchase Order. Buyer's changes must be communicated to Seller in writing signed by a duly authorized representative of the Buyer. An equitable adjustment in the price and time for performance will be made by the parties in writing if such changes result in a decrease or increase in the Seller's cost or time of performance. Seller shall make no change or revision without Buyer's prior written consent, and any change requested by Buyer shall be subject to review by Seller for impact on Seller's warranty. No claim by Seller for an adjustment in the price or in the time of performance shall be considered unless presented to Buyer in writing within ten (10) days after Seller learns of the claim.
13. **INDEMNIFICATION.** Seller agrees to defend, indemnify and hold harmless the Buyer and its Affiliates, and any contractor, agent, employee or customer of either, against any fine, penalty, loss, cost, damage or liability, including attorneys' fees, arising from personal injury and death of third parties or damage to their property, and arising or relating in any way to defects in the Products or the negligence or other fault either of Seller, or those for whom it is responsible.
14. **COMMERCIAL ITEMS/INDEMNITY.** Seller shall provide only Products which are "commercial items," as that term is defined in the United States ("U.S.") Federal Acquisition Regulations ("FAR") at FAR 2.101, unless stated otherwise in the Purchase Order, or otherwise agreed in advance and in writing. In the event Buyer is subject to any liability, damage, or expense, including without limitation, U.S. government ("U.S. Government") withholding of payments, due to a finding or determination by the U.S. Government's contracting officer that an item designated as a commercial item is not a commercial item, then SELLER AGREES TO INDEMNIFY AND HOLD BUYER AND ITS AFFILIATES HARMLESS TO THE FULL EXTENT OF ANY SUCH LIABILITY, DAMAGE, OR EXPENSE RESULTING IN WHOLE OR IN PART FROM SUCH FINDING OR DETERMINATION. Additionally, in the event of such finding or determination, the FAR and U.S. Defense Acquisition Regulation Supplement ("DFARS") clauses, and the applicable cost accounting standard appendix, if any, as is determined to be applicable pursuant to appropriate regulations, shall be applicable as of the effective date of the Purchase Order.
15. **TAXES.** Unless otherwise provided herein, Seller's prices include all sales, use, excise and other taxes, and all duties, fees or other assessments of whatever nature imposed on Seller by governmental authorities, applicable in connection with the Purchase Order.
16. **CONFIDENTIALITY INFORMATION.** "Confidential Information" of Buyer means all data, tooling, designs, drawings and other documents and other proprietary information supplied to Seller by Buyer. Seller agrees that it will (a) hold in confidence and not disclose to any third party any Confidential Information of Buyer, except as provided in this Agreement; (b) protect such Confidential Information with at least the same degree of care that Seller uses to protect its own confidential information of a similar nature, but in no case, less than reasonable care; (c) use Buyer's Confidential Information for no purpose other than the for the purpose of this Agreement; (d) limit access to Buyer's Confidential Information to those of Seller's employees or individual contractors who have signed confidentiality agreements containing, or are otherwise bound by, confidentiality obligations at least as restrictive as those contained herein; and (e) notify Buyer promptly upon discovery of any loss or unauthorized disclosure of Buyer's Confidential Information. Nothing in is Agreement shall be construed to prohibit Seller from using any data which is owned by the U.S. Government (and is not owned by Buyer) to perform future contracts with the U.S. Government. However, Seller's right to use data owned by the U.S. Government and not owned by Buyer shall comply with all laws and regulations of the U.S. Government and shall not exceed the U.S. Government's rights in such data. Seller shall notify Buyer in advance and in writing of any such use. If the parties' have signed a nondisclosure agreement ("NDA"), it is incorporated into these terms by this reference, but for purposes of this Agreement the permitted use in the NDA is expanded to include the purposes of this Agreement. No implied license of Buyer's intellectual property is created by this Agreement. Any exceptions to this provision must be agreed to in writing before any disclosure occurs.
17. **PAYMENT.** Buyer's obligation to pay Seller for Products is expressly conditioned upon receipt of completed, conforming Products.
18. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, AND TO THE MAXIMUM EXTENT ALLOWED BY LAW, BUYER AND ITS AFFILIATES SHALL NOT BE LIABLE TO SELLER FOR ANY PUNITIVE, EXEMPLARY OR OTHER SPECIAL DAMAGES OR FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF USE, INCOME, PROFITS OR ANTICIPATED PROFITS, BUSINESS OR BUSINESS OPPORTUNITY, SAVINGS, DATA, BUSINESS REPUTATION OR GOODWILL) ARISING UNDER OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED IN CONTRACT, BREACH OF WARRANTY, TORT, NEGLIGENCE OR ANY OTHER THEORY, AND REGARDLESS OF WHETHER BUYER AND ITS AFFILIATES HAVE BEEN ADVISED OF, KNEW OF, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, FLIR'S MAXIMUM LIABILITY TO SELLER FOR ANY REASON OR IN CONNECTION WITH ANY CLAIM BY SELLER WILL NOT EXCEED THE TOTAL PURCHASE PRICE OF THE PURCHASE ORDER. In no event shall Seller acquire any direct claim or direct course of action against the U.S. Government.
19. **FEDERAL ACQUISITION REGULATIONS & Flow Down Clauses.** If applicable to the Purchase Order, FAR and DFARS clauses in effect on the date of the Purchase Order will be noted on the face of the order and they are incorporated by this reference as if set out fully herein, except the word "Buyer" shall be substituted for the words "Contracting Officer" and the term "Seller" shall be substituted for "Contractor" wherever such words appear. Such FAR and DFARS clauses include but are not limited to, FAR 52.219-9. Seller shall, upon written request support the performance of NATO Codification of the equipment or parts delineated on the face of this Purchase Order, in accordance with NATO terms and the National Codification Bureau. Additional flow down clauses are incorporated by reference herein and are applicable according to their terms and as provided in Attachment A. Seller shall include in each lower-tier subcontract or purchase order the appropriate flow down clauses as required by the FAR and agency supplements, including the DFARS.
20. **SUBCONTRACTORS AND SUBSUPPLIERS.** If a portion of the work involved in the performance of the Purchase Order is subcontracted to another party, and before using such subcontractors or suppliers in the performance of the Purchase Order, Seller shall obtain Buyer's written consent and incorporate these Terms and Conditions into the subject subcontracts, including key characteristics where required.
21. **SETOFF.** All claims for money due or to become due from Buyer shall be subject to deduction or setoff by Buyer by reason of any counterclaim arising out of this or any other transaction with Seller.
22. **DOCUMENTATION AND RIGHT OF AUDIT.** Where Seller's invoice includes unit pricing or costs resulting from Buyer's changes, Seller shall submit Seller's determination of units of work performed, determined in accordance with the provisions of this Agreement and substantiated by documents satisfactory in form and content to Buyer. If Seller's invoice includes compensation for work performed on cost



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type basis, all costs, expenses and other amounts so invoiced shall be substantiated and supported by documents satisfactory to, and verified by, Buyer. Seller shall maintain for a period of three (3) years after final payment under the Purchase Order, all records and accounts pertaining to the Products. Buyer shall have the right to audit, copy and inspect or cause to have audited, copied and inspected those records and accounts at all reasonable times during the course of Seller's performance of the Purchase Order and for the above three (3) year period.

- 23. **DEFAULT.** If Seller fails to comply with any material provision of this Agreement and, after written demand by Buyer, fails to diligently commence to cure such default within 10 days of such demand, or if Seller becomes insolvent, enters voluntary or involuntary bankruptcy or receivership proceedings, or makes an assignment for benefit or creditors, Buyer shall have the right, in addition to any other rights or remedies it may have under this Purchase Order and applicable law, to terminate this Purchase Order for default. Upon giving Seller written notice of default, Buyer may immediately take possession of all or any portion of the items identified to this Purchase Order, subject only to an obligation to equitably compensate Seller for same. Upon default termination, Seller shall be liable to Buyer for all costs in excess of the Purchase Order price incurred by Buyer in effecting completion of performance of this Purchase Order.
- 24. **GOVERNING LAW.** This Agreement shall be governed by the laws of the country indicated below, without regard to choice of law or conflict of law rules, and Company hereby submits to the jurisdiction of the courts located in the jurisdiction below and the applicable service of process. The official text of the Agreement or any notices required hereby shall be in English. In Canada, Province of Quebec for all contracts drafted in English, both Parties agree to write this document in English. Les Parties ont convenu de rédiger le présent document en langue anglaise.

| Country of Seller (set forth in the Purchase Order) | Governing Law                    | Jurisdiction                        |
|---|----------------------------------|-------------------------------------|
| Any European Union country; and United Kingdom      | English Law                      | Courts of London, England           |
| Any other country in the rest of world              | State of Delaware, United States | Federal or state courts of Delaware |

- 25. **BUYER'S PROPERTY.** All tooling, equipment, and material furnished to Seller by Buyer, including all Data described in Paragraph 16 herein, or specifically paid for by Buyer, shall remain the property of Buyer. Such property, while in Seller's custody or control, shall be held at Seller's risk and insured by Seller at Seller's expense for the replacement cost with loss payable to Buyer. Such Property shall be returned to Buyer immediately upon Buyer's request in good condition FCA Seller's facilities.
- 26. **COUNTERTRADE (OFFSET).** Buyer may use all or any part of the value of its Purchase Order for countertrade (offset) purposes, including but not limited to: (a) fulfilling Buyer's countertrade or industrial benefit obligations; (b) transferring to third parties the countertrade credits granted to Buyer against the Purchase Order; and, (c) retaining credits for application to Buyer's future countertrade obligations.
- 27. **ATTORNEYS FEES.** In the event that the parties litigate any dispute arising under or relating to this Purchase Order, the prevailing party shall recover from the other all reasonable attorneys' fees and costs incurred at trial and on appeal, including those incurred in any bankruptcy proceedings.
- 28. **COMPLIANCE WITH APPLICABLE LAWS; EXPORT AND IMPORT.** Seller shall comply with any and all applicable governmental laws, executive orders, regulations and directives, including without limitation those relating to U.S. export and sanctions controls, including the Arms Export Control Act (22 U.S.C.2751-2794), the International Traffic in Arms Regulations (ITAR) (22 C.F.R. 120 et seq.) the Export Administration Act of 1979 (50 U.S.C. 2401-2420), the Export Administration Regulations (EAR) (15 C.F.R. 730-774, the Office of Foreign Assets Control (OFAC) regulations (31 C.F.R. Chapter V), the International Emergency Economic Powers Act (IEEPA) (50 U.S.C. 1701-1706), and the Trading with the Enemy Act (TWEA) (50 U.S.C. 5, 16) (collectively, "**Laws**"). Seller will not source any items under this Agreement from or otherwise distribute, disclose, release or otherwise transfer any item or technical information provided under this Agreement to: any country, person, or entity prohibited under Laws, including but not limited to parties and entities: (i) located, organized, or ordinarily resident in a country or territory that is, or whose government is, the target of comprehensive U.S. trade sanctions, including the Crimea Region, Cuba, Iran, North Korea, and Syria, (ii) located, organized, or ordinarily resident in a country designated as a "State Sponsor of Terrorism" by the United States Department of State, or (iii) identified on the Specially Designated Nationals and Blocked Persons List, the Denied Persons List, the Entity List, the Unverified List, or the Debarred List, or any other applicable prohibited party list of the U.S. Government, without U.S. Government authorization. This clause will apply regardless of the legality of such a transaction under local law. Seller shall mark each Product and, as appropriate and applicable, Product packaging, labels, or invoices with the country of origin (manufacture) for the Product, in accordance with applicable customs/import laws and regulations. Seller shall also provide FLIR, upon request, acceptable and auditable documentation establishing country of origin for all products provided under this Agreement, including without limitation, certifications of origin. Seller warrants that all sales made hereunder are and shall be made in circumstances that shall not give rise to the imposition of anti-dumping or countervailing duties under United States law (19 U.S.C. § 1671), European Union (Council Regulation (EC) No. 384/96 of December 22, 1995, Commission Decision No. 2277/96/ECSC of November 28, 1996), similar laws in such jurisdictions or of any other country to which the Products may be exported, as currently in force or as may be amended. To the extent permitted by law, Supplier shall indemnify, defend and hold FLIR and its Affiliates harmless from and against any and all claims, losses, costs, expenses, liabilities, and damages (including but not limited to any countervailing and/or dumping duties which may be imposed, and to the extent permitted by law, and any preliminary dumping duties that may be imposed) arising out of or in connection with any breach of the above warranty and covenant.
- 29. **EXPORT OF PRODUCTS, EQUIPMENT AND INFORMATION.** Seller shall not disclose or otherwise transfer any information, including technical data, or Products or equipment furnished to it by Buyer or developed by Seller directly from such data to or for the benefit of any third party, including foreign nationals employed by the Seller within the United States, except in compliance with the applicable licensing, approval, and all other requirements of the US export control laws, regulations and directives, including but not limited to the Arms Export Control Act (22USC 2778), International Traffic in Arms Regulations (22 CFR Part 120-130), Export Administration Act (50 USC 2401-2410 as amended), Export Administration Regulations (15 CFR Part 730-799) and DoD Directive 5230.25, Withholding of Unclassified Technical Data from Public disclosure. Seller shall obtain Buyer's written consent before submitting any request for authority to export any of Buyer's proprietary or export controlled information. Seller shall indemnify and hold Buyer and its Affiliates harmless from all claims, demands, damages, costs, fines, penalties, attorney's fees and all other expenses arising from failure of Seller to comply with this Paragraph 29. US manufacturers of export controlled defense articles are required to register with the US Department of State (USDOS). If Seller needs further information on this requirement, please consult the USDOS webpage at [www.pmdtdc.state.gov](http://www.pmdtdc.state.gov) or contact FLIR's Global Trade Compliance Department for more information.
- 30. **GENERAL ASSISTANCE WITH EU LAW COMPLIANCE.** Seller hereby acknowledges that the Products it supplies to Buyer, whether considered substances, preparations or articles under EU law, may be used in, contained in, or otherwise form part of articles manufactured by Buyer and supplied to Buyer customers based in the European Union (EU). In order to facilitate Buyer compliance with EU law, upon Buyer's request, Seller shall make best efforts to assist Buyer in achieving compliance, and providing documentary evidence of compliance, with all applicable EU laws and standards, including but not limited to: (i) EU chemical law, such as Regulation 1907/2006 (REACH), Regulation 1272/2008 (CLP Regulation), Directive 2012/19/EU (WEEE Directive) and Directive 2011/65/EU (RoHS Directive); (ii) EU



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product safety law, such as Directive 2001/95/EC (GPSD) and Directive 1999/34/EC (PLD); (iii) EU end-product specific law, such as Directive 2004/108/EC regarding electromagnetic compatibility and Directive 1999/5/EC regarding radio and telecommunications terminal equipment; and (iv) all applicable EU Member State law whether transposing EU law or otherwise.

31. **REQUESTS FOR INFORMATION.** Upon request, Seller shall provide as soon as possible to Buyer, or to any EU or EU Member State public authority/agency, any relevant data and/or information regarding the compliance of the Products with EU or EU Member State law. This may include, but is not limited to, information on the physical and mechanical properties, chemical properties, electrical properties, radioactivity, technical specificities, traceability, testing methods, product safety, product performance and/or any other information relating to the Products that may reasonably be required to demonstrate compliance with EU or EU Member State law, an EU standard and/or to obtain a European Commission declaration of conformity.
32. **SUPPLIER REACH COMPLIANCE.** To provide greater specificity of the requirements of clause 1 above as to REACH and not by way of limiting the scope of clause 1, even if Seller is located outside of the EU, Seller shall comply with all legal requirements incumbent on it under REACH Products. In particular Seller shall for each Product: (i) provide Buyer with a safety data sheet (as detailed in Articles 31-32 of REACH) or equivalent information if REACH does not require a safety data sheet for the Product (e.g., a material safety data sheet under 29 C.F.R. 1910.1200(g) may meet most of the REACH safety data sheet requirements); (ii) communicate information to Buyer on substances of very high concern contained in the Products as detailed in Article 33 of REACH (as of September 2009, a list of substances of very high concern and proposed additions to the list can be accessed at [http://echa.europa.eu/consultations/authorisation/svhc\\_en.asp](http://echa.europa.eu/consultations/authorisation/svhc_en.asp)); and (iii) assemble and keep available all information regarding REACH compliance as required under Article 36 of REACH. Seller shall also, on Buyer's request, make best efforts to provide Buyer with information regarding the manufacture, guidance on safe use, study summaries, robust study summaries and chemical safety assessments and/or reports concerning any of the Products.
33. **COMPLIANCE WITH REQUIREMENT TO SUBMIT COST OR PRICING DATA.** Should Buyer require Seller to submit cost or pricing data under this Purchase Order, or in entering into this Purchase Order, Seller agrees to submit current, accurate, and complete cost or pricing data and certify that the cost or pricing data is current, accurate, and complete as of the date specified by Buyer. Should Seller fail or refuse to comply with this requirement, Seller shall indemnify, defend, and hold harmless Buyer, its Affiliates, and their respective successors and assigns, from and against all liability, cost, and expense that it may incur in connection with such failure or refusal, including, without limitation, the amount (plus any related interest assessed by the U.S. Government) by which Buyer's contract price may be adjusted because either the prime contract or the Purchase Order is determined by the U.S. Government to have been defectively priced because of such failure or refusal.
34. **REPRESENTATIONS AND CERTIFICATIONS.** All representations and certifications provided by Seller to Buyer, including, without limitation, any representations and certifications made by Seller to Buyer in connection with this Purchase Order are incorporated herein by reference. Seller acknowledges that Buyer has relied on such representations and certifications in awarding this Purchase Order. In addition to any other remedies available to Buyer, Seller shall hold Buyer harmless from any loss, damage, liability, penalty, or fine arising out of or relating to Seller's failure to provide representation and certifications that are truthful, current, accurate, and complete.
35. **CODE OF CONDUCT.** Seller shall review Buyer's Supplier Code of Conduct, [www.flir.com/supplier.cfm](http://www.flir.com/supplier.cfm), and shall strictly comply with the Code as presently drafted and as it may be amended by Buyer from time to time. Seller shall require and certify that all sub-contractors and vendors that manufacture or assemble FLIR Products comply with the Code. In the event of any breach of the Code, Buyer may provide Seller with the opportunity to come into compliance. Failure to comply with the Code may give rise to cancellation of this Purchase Order, as provided under Paragraph 11.
36. **CONFLICT MINERALS.** Within thirty (30) days of Buyer's written request and during a calendar year in which Seller has delivered any Products to Buyer, Seller shall provide to Buyer pertinent information of any Conflict Minerals that are included in Seller's product(s), using the EICC GeSi Conflict Mineral Reporting Template ("CMRT"). Seller shall perform the appropriate due diligence on its supply chain in order to fulfill the reporting obligations as required by the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 ("Conflict Minerals Regulations"). This reporting must be updated annually, using the then current CMRT.
37. **COUNTERFEIT MATERIALS.** Only new and authentic materials shall be used by Seller in Products delivered to Buyer. The delivered Products will not contain counterfeit or suspected counterfeit parts. Seller shall purchase parts directly from the original component manufacturers (OCM) or original equipment manufacturer (OEM), or through OCM/OEM franchised distributors. Seller shall make documentation shall be available to Buyer to authenticate traceability to the applicable OCM/OEM. Procurement by Seller through independent distributors, non-franchised distributors or brokers is not authorized without prior written consent from the Buyer. If an original OEM/OCM certificate is NOT available, Seller will provide a De-lid and Die Verification Report for the supplied parts verifying authenticity of the parts and such other documentation, testing and/or other information as Buyer shall reasonably request; however, the submission of such additional items shall not relieve Seller of its obligations hereunder.