

## **SUPPLEMENTAL TERMS APPLICABLE TO RESELLERS, DISTRIBUTORS AND EXPORTERS**

The following Supplemental Terms shall apply where the BUYER exports, distributes or resells the Materials.

**S.1. RELATIONSHIP.** BUYER is and shall act as an independent exporter, distributor or reseller of SELLER and shall purchase Materials from SELLER for its own account. BUYER shall bear its own costs and expenses in performing under this Contract and shall not receive any commission or other remuneration from SELLER. BUYER shall be responsible for any losses arising from the inability or failure of its customers to pay. BUYER shall not have the power to act, and shall not hold itself out, as an agent or representative of SELLER or as an affiliate of SELLER, and shall not conclude contracts, enter into obligations or make representations on behalf of or for the account of SELLER or any affiliate of SELLER, or bind or attempt to bind SELLER or any affiliate of SELLER in any way whatsoever without the prior written consent of SELLER signed by an authorized representative of SELLER.

**S.2. PACKAGING AND LABELING.** BUYER shall not repackage or remove any of SELLER'S labels from any Materials, but shall resell them only in the container in which they were originally packaged by the SELLER, unless repackaging has been authorized by prior written approval of SELLER. BUYER shall not, at any time, sell, promote or advertise any of the Materials for any use or purpose other than such uses or purposes as are disclosed on the Material labels or in specifications published by SELLER.

**S.3. EXPORT CONTROL.** Any and all obligations of SELLER to provide the Materials, as well as any technical data, shall be subject in all respects to such United States laws and regulations as will from time to time govern the license and delivery of technology and products abroad by persons subject to the jurisdiction of the United States, including the Export Administration Act of 1979, as amended, any successor legislation, and the Export Administration Regulations issued by the U.S. Department of Commerce, Bureau of Export Administration. BUYER represents and warrants that it will not export or re-export the Materials or technical data related thereto except in conformity with such laws and regulations.

BUYER agrees that, unless prior written authorization is obtained from the Bureau of Export Administration, or the Export Administration Regulations explicitly permitting the export, re-export, and/or transshipment of the Materials or technical data disclosed or provided to BUYER, as applicable, without such written authorization, BUYER shall not export, re-export, or transship, directly or indirectly, the Materials or technical data, to any country as to which the U.S. Government has placed an embargo against the shipment of products, which embargo is in effect during the relevant time period.

**S.4. PROHIBITED CUSTOMERS.** BUYER further agrees not to resell Materials to any organization, public or

private, which engages in the research or production of military devices, armaments, or any instruments of warfare, including biological, chemical and nuclear warfare without first obtaining permission in writing signed by an authorized representative of SELLER.

**S.5. LICENSES AND APPROVALS.** BUYER represents and warrants that it shall, at its expense, obtain any and all import licenses and governmental approvals that may be necessary to permit the sale by SELLER and the purchase by BUYER of the Materials, comply with all registration requirements in the applicable jurisdiction, obtain such approvals from the banking and other governmental authorities as may be necessary to guarantee payment of all amounts due hereunder to SELLER in U.S. dollars, and comply with any and all governmental laws, regulations, and orders that may be applicable to BUYER, including but not limited to any requirement to be registered as SELLER'S independent distributor or reseller with any governmental authority, and including but not limited to any and all laws, regulations, or orders that govern or affect the ordering, export, shipment, import, sale (including government procurement), delivery, or redelivery of the Materials. BUYER shall furnish SELLER with such documentation as SELLER may request to confirm BUYER'S compliance with this subsection and agrees that it shall not engage in any course of conduct that, in SELLER'S reasonable belief, would cause SELLER to be in violation of the laws of any jurisdiction.

**S.6. GOVERNMENT OFFICIALS.** BUYER certifies that neither it, nor any of its directors, officers, employees, or agents is an official, agent, or employee of any government or governmental agency or political party or a candidate for any political office on the date of this Contract. BUYER shall promptly notify SELLER of any event that would or may result in an exception to the foregoing representation. BUYER shall not, directly or indirectly, in the name of, on behalf of, or for the benefit of SELLER offer, promise to pay, or pay any compensation, or give anything of value to, any official, agent, or employee of any government or governmental agency, or to any political party or officer, employee, or agent thereof. BUYER shall require each of its directors, officers, employees, and agents to comply with the provisions of this subsection. Any breach of the provisions of this subsection shall entitle SELLER to terminate the Contract immediately with written notice to BUYER.

**S.7. INSURANCE.** During the time period in which BUYER is distributing or reselling any Materials, BUYER agrees to obtain and maintain, at a minimum, the following insurance coverage: Comprehensive General Liability affording coverage for bodily injury and broad form property damage including Independent Contractor, Completed Operations/Products and Blanket Contractual Liability of \$2,000,000 per occurrence/ \$5,000,000 in the aggregate. At SELLER'S request, BUYER shall furnish evidence of such coverage.