

Standard Purchase Order Terms and Conditions for Vendor/Suppliers

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HIPER Global US Purchase Order, including any attachments thereto submitted by HIPER Global US, and these Standard Purchase Order Terms and Conditions for Vendor/Suppliers (collectively, the "Purchase Order") constitute the exclusive terms and conditions for the purchase of the specified products or materials ("Products") and/or performance of the specified services ("Services") by the Vendor/Supplier named in the Purchase Order ("Vendor/Supplier") for the benefit of HIPER Global US and/or its subsidiaries or affiliates ("HIPER Global US"). Where Vendor/Supplier and HIPER Global US have entered into a separate written agreement signed by HIPER Global US and Vendor/Supplier, such signed, written agreement shall govern, and these Standard Purchase Order Terms and Conditions for Vendor/Suppliers shall not apply. HIPER Global US and Vendor/Supplier are each a "Party" and together are the "Parties".

1. Acceptance of Purchase Order by Vendor/Supplier

1.1 Upon acceptance of HIPER Global US's Purchase Order by Vendor/Supplier as set forth herein, the Purchase Order constitutes a valid and binding contract between HIPER Global US and Vendor/Supplier.

1.2 The Purchase Order is deemed accepted by Vendor/Supplier upon the earliest of the following: (a) Vendor/Supplier communicating its acceptance of the Purchase Order to HIPER Global US in writing, including without limitation, via an electronic communication; (b) Vendor/Supplier failing to object in writing to the Purchase Order or any of its terms or conditions within two business days following HIPER Global US's transmittal of the Purchase Order to Vendor/Supplier; or (c) Vendor/Supplier at any time delivering or performing all or any part of the Products and/or Services.

1.3 Subsequent to acceptance of the Purchase Order by Vendor/Supplier, HIPER Global US may from time-to-time, by written instructions issued to Vendor/Supplier by an authorized representative of HIPER Global US, make changes, issue additional instructions, require additional products, work, or services, or direct the omission of products, work, or services ordered herein. If any such change causes an increase or decrease in the cost of or the time required for the performance of the Purchase Order, an equitable adjustment shall be made in the price or delivery schedule or both, and the Purchase Order shall be modified in writing accordingly.

1.4 No extra work, additions, or alterations will be paid for by HIPER Global US unless performed pursuant to the written instructions of an authorized representative of HIPER Global US. Any claim by Vendor/Supplier for payment under this provision must be asserted within thirty (30) days from the date of receipt by Vendor/Supplier of the written instructions from HIPER Global US.

2. Acceptance of Products and/or Services by HIPER Global US

2.1 Delivery of the Products and/or performance of the Services will be deemed to be complete only when delivered and/or performed pursuant to a validly issued Purchase Order.

2.2 All Products and/or Services are subject to HIPER Global US's right of inspection following delivery and/or performance by Vendor/Supplier; and HIPER Global US shall not be deemed to have accepted the Products and/or Services until it has had a reasonable period of time, but at least thirty days, to inspect the Products and/or Services following delivery and/or performance, or, in the case of a latent defect in the Products and/or Services, until a reasonable time after the latent defect has become apparent.

2.3 Payment for Products and/or Services under the Purchase Order prior to inspection by HIPER Global US does not constitute acceptance by HIPER Global US. HIPER Global US may reject all or any portion of the Products and/or Services that do not comply with the terms and conditions of the Purchase Order and/or with the Vendor/Supplier's specifications regarding such Products or Services.

2.4 Acceptance of all or any part of the Products and/or Services will not be deemed to be a waiver by HIPER Global US of its right to (a) cancel, reject or return all or any portion of the Products and/or Services, and/or (b) make a claim for damages, for reasons including, but not limited to, defect, breach of warranty, or breach or non-compliance with any of the terms or provisions of the Purchase Order.

2.5 Upon HIPER Global US's rejection of Products or Services as noncompliant, Vendor/Supplier will promptly provide replacement Products, remedy noncompliance of Services or issue a refund to HIPER Global US (if HIPER Global US has paid Vendor/Supplier for such defective Product), as HIPER Global US elects. HIPER Global US's rights under this provision 2 (Acceptance of Products and/or Services by HIPER Global US) exist in addition to any other rights that HIPER Global US may have under the Purchase Order, any applicable warranty, or under applicable law.

3. Shipping and Risk of Loss

3.1 All Products will be shipped in accordance with the terms set forth on the Purchase Order. Unless otherwise specified on the face of the Purchase Order, all Products are to be shipped freight prepaid, FOB Destination. HIPER Global US does not accept C.O.D. shipments. All Products will be packed and shipped in accordance with any packing and shipment specifications set forth in the Purchase Order. Shipments of Products which may be damaged by excessive heat or cold must be properly protected in hot or cold seasons. In addition, all shipments will be accompanied by a detailed packing list which will reference the Product type and quantity, lot number, and a valid HIPER Global US Purchase Order number.

3.2 Time being of the essence for delivery of Products and/or performance of Services under the Purchase Order, no change in the scheduled delivery date or performance will be permitted without HIPER Global US's prior written consent. HIPER Global US reserves the right to cancel the Purchase Order or any portion of the same if delivery is not made when and as specified.

3.3 Vendor/Supplier shall bear all risk of loss, damage or destruction occurring prior to delivery of the Products to HIPER Global US in good condition at its designated delivery location. No such loss, damage or destruction shall release Vendor/Supplier from any obligations hereunder. Until such delivery is made, Vendor/Supplier will insure the Products against loss or damage for their full replacement value, the proceeds of which will be payable to HIPER Global US in the event of any loss or damage to the Products. At the time when risk of loss passes to HIPER Global US, Vendor/Supplier will pass to HIPER Global US good and marketable title to any Products, free and clear of all liens, claims, security interests, pledges, charges, mortgages, deeds of trusts, options, or other encumbrances of any kind.

4. Payment

4.1 As full consideration for the performance of the Services or delivery of the Products as provided herein, HIPER Global US shall pay Vendor/Supplier the amount agreed upon and specified in the applicable Purchase Order. Payment shall be in USD. Applicable taxes and other charges such as shipping costs, duties, customs, tariffs, and government-imposed surcharges shall be stated separately on Vendor/Supplier's invoice.

4.2 Vendor/Supplier shall invoice HIPER Global US for all Products delivered and all Services performed pursuant to a HIPER Global US Purchase Order. Each invoice submitted by Vendor/Supplier must be provided to HIPER Global US electronically within fifteen (15) days of delivery of the Products and/or completion of the Services and must reference the applicable Purchase Order. HIPER Global US reserves the right to return any incorrect invoices. Unless otherwise specified in the Purchase Order, HIPER Global US shall pay the invoiced amount within forty five (45) days after receipt of undisputed invoice.

4.3 Vendor/Supplier shall be solely responsible for filing the appropriate federal, state and local tax forms and for paying all taxes or fees due with respect to Vendor/Supplier's receipt of payment under the Purchase Order. Vendor/Supplier agrees to provide HIPER Global US with reasonable assistance in the event of a government audit. HIPER Global US shall have no responsibility to pay or withhold from any payment to Vendor/Supplier under the Purchase Order any federal, state, or local taxes, or fees.

5. Vendor/Supplier Representations and Warranties

5.1 Vendor/Supplier expressly represents and warrants to HIPER Global US that:

(a) it has all right, title and interest in and to the Products and/or Services necessary to fulfill its obligations hereunder;

(b) all Products and/or Services are free from any liens, claims and encumbrances of any nature;

(c) it is under no contractual or other restrictions or obligations which are inconsistent with the acceptance of the Purchase Order and/or which will interfere with delivery of Products and/or performance of Services;

(d) all Products and/or Services are fit for the purposes for which purchased, free from defects in materials, design (even if the design has been approved by HIPER Global US), manufacturing, and workmanship, and safe for their intended use;

(e) all Services shall be completed in a diligent, competent and highly professional manner by appropriately qualified and trained personnel, using at a minimum the degree of skill and care that is required by current industry standards and practices;

(f) all Products and/or Services conform to the highest applicable industry standards and to all applicable specifications, documentation, drawings, samples, and requirements related to such Products and/or Services;

(g) all Products and the performance of all Services shall be compliant with all applicable foreign, international, federal, state, and local laws, rules, regulations, and industry standards;

(h) all Products and all deliverables in connection with Services shall be new and unused, and shall not include any components with a date code older than twenty-four (24) months; and

(i) all Products and/or Services do not infringe upon the Intellectual Property (as defined below) of any third party.

5.2 Vendor/Supplier expressly warrants to HIPER Global US that all Products and/or Services shall remain free from defects in design, manufacture, performance, workmanship, and materials for the longer of (a) thirty-six (36) months from the date of acceptance of any Products by HIPER Global US and twelve (12) months from the date of acceptance of completed Services or (b) the period provided in Vendor/Supplier's standard warranty or guaranty covering the Products or Services.

Standard Purchase Order Terms and Conditions for Vendor/Suppliers

5.3 If HIPER Global US gives Vendor/Supplier notice of noncompliance with this provision 5 (Vendor/Supplier Representations and Warranties), HIPER Global US at its sole discretion may direct Vendor/Supplier to either (a) promptly (and in any event no later than fourteen (14) calendar days after such notice), replace, repair or reperform the defective or nonconforming Products and/or Services at Vendor/Supplier's own cost and expense or (b) accept returns of all or any defective or nonconforming Products and refund to HIPER Global US any payments made for defective or nonconforming Products and/or Services. In either case (a) or (b), Vendor/Supplier shall pay for all related expenses, including, but not limited to, transportation charges for the return of such defective or nonconforming Products to Vendor/Supplier. Replaced and/or repaired Products and/or reperformed Services shall be warranted for the remainder of the warranty period or twelve (12) months from the date of delivery of the replaced and/or repaired Products and/or completed reperformance of the Services to HIPER Global US, whichever is longer.

5.4 These warranties are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of HIPER Global US's discovery of the noncompliance of the Products and/or Services with the foregoing representations and warranties.

5.5 All of Vendor/Supplier's representations and warranties constitute the conditions of the Purchase Order and will survive any delivery, inspection, acceptance, or payment of or for the Products and/or Services by HIPER Global US.

6. Intellectual Property Rights

6.1 As used herein, "Intellectual Property" means all intellectual property and proprietary rights, including without limitation, all rights of inventorship and authorship, inventions, patents, patent applications, and know-how, for any product, process, method, machine, manufacture, design, composition of matter, or any new or useful improvement thereof, as well as copyrights, trademark, trade dress and service mark rights and all rights in trade secrets, computer software, source codes, data, and databases.

6.2 Each Party shall own and retain all rights, title, and interest in its own Intellectual Property, unless otherwise agreed to in writing, signed by the Parties.

6.3 Vendor/Supplier is granted only a limited right to use of the Intellectual Property of HIPER Global US as required for performance under the Purchase Order.

6.4 To the extent Vendor/Supplier incorporates into any Products and/or Services any Intellectual Property of a third party, Vendor/Supplier shall provide, at no expense to HIPER Global US, all licenses and/or rights to such Intellectual Property that are reasonably necessary for HIPER Global US to lawfully make all uses of the Products and/or Services.

6.5 Vendor/Supplier will not use any logo, trademark, service mark or trade name owned or controlled by HIPER Global US without the prior written consent of a duly authorized representative of HIPER Global US.

7. Confidentiality

7.1 "HIPER Global US Confidential Information" shall include all non-public information of HIPER Global US and that either: (a) is designated as "Confidential", "Proprietary", or under some other similar designation by HIPER Global US at the time of disclosure, or (b) would reasonably be understood, given the nature of the information or the circumstances surrounding its disclosure, to be confidential. HIPER Global US Confidential Information may include without limitation, product development and technical information, work product, proprietary ideas, concepts, know-how, methodologies, designs, inventions, manuals, diagrams, software, technical data, production processes, research, business, sales or financial information, plans, strategies, forecasts, assumptions, business practices, the Products and quantities ordered by HIPER Global US and their intended use, details of the Services to be provided, price information, employee or customer information, and all other information related to HIPER Global US's business which is secret or confidential to HIPER Global US, including materials prepared by Vendor/Supplier which incorporate the HIPER Global US Confidential Information. HIPER Global US Confidential Information does not include any information: (a) which Vendor/Supplier lawfully knew before HIPER Global US disclosed it to Vendor/Supplier, (b) which Vendor/Supplier developed independently without use of the HIPER Global US Confidential Information, as evidenced by appropriate documentation, or (c) which is hereafter lawfully furnished to Vendor/Supplier by a third party as a matter of right and without restriction on disclosure.

7.2 Vendor/Supplier agrees not to use or disclose the HIPER Global US Confidential Information except in the course of performing its obligations hereunder and will not use such HIPER Global US Confidential Information for its own benefit or for the benefit of any third party. The mingling of HIPER Global US Confidential Information with information of Vendor/Supplier shall not affect the confidential nature or ownership of the same as stated hereunder. Vendor/Supplier agrees not to design or manufacture any products which incorporate HIPER Global US Confidential Information except in the course of performing its obligations hereunder. All HIPER Global US Confidential Information is and shall remain the property of HIPER Global US. Upon HIPER Global US's written request, Vendor/Supplier shall return, transfer or assign to HIPER Global US all HIPER Global US Confidential Information, including all Work Product and all copies thereof. Vendor/Supplier may disclose HIPER Global US Confidential Information only to the extent it is required to be disclosed pursuant to a legal or regulatory requirement, provided Vendor/Supplier provides prompt notice to HIPER Global US of such obligation prior to disclosure.

7.3 Vendor/Supplier agrees to limit its distribution of HIPER Global US Confidential Information to Vendor/Supplier's employees, suppliers, subcontractors, and agents who have a need to know such information in order for Vendor/Supplier to perform its obligations under the Purchase Order. Vendor/Supplier shall ensure that all recipients of HIPER Global US Confidential Information

comply with the restrictions set forth herein regarding use, disclosure and distribution HIPER Global US Confidential Information. Vendor/Supplier must use at least the degree of care and means that it uses to protect its own confidential information of like kind, but in any event not less than reasonable care to prevent the unauthorized use of HIPER Global US Confidential Information. Vendor/Supplier is responsible for any unauthorized use or disclosure of HIPER Global US Confidential Information by any of Vendor/Supplier's employees, suppliers, subcontractors, and agents.

8. Indemnification

8.1 To the fullest extent permitted by law, Vendor/Supplier shall, at its expense, defend, hold harmless and indemnify HIPER Global US and its subsidiaries, affiliates, and agents, and their respective officers, directors, shareholders, employees, and HIPER Global US's customers (collectively "Indemnitees") from and against any and all third party claims and related loss, cost, expense, damage, claim, demand, or liability, including reasonable attorney and professional fees and costs, and the cost of settlement, compromise, judgment, or verdict incurred by or demanded of an Indemnitee ("Loss") arising out of, resulting from or occurring in connection with Vendor/Supplier's (a) breach of any term or provision of the Purchase Order including, but not limited to, the representations and warranties; (b) violation of applicable laws, rules, or regulation; (c) theft or other misappropriation of HIPER Global US Confidential Information; or (d) any other negligent acts or omissions or willful misconduct in connection with Vendor/Supplier's performance under the Purchase Order.

8.2 In addition, to the fullest extent permitted by law, Vendor/Supplier shall, at its expense, defend, hold harmless and indemnify the Indemnitees from and against any and all Loss arising solely out of, resulting from, or occurring in connection with the Products and/or Services involving any alleged: (a) patent, copyright or trademark infringement; (b) unlawful disclosure, use or misappropriation of trade secrets; or (c) any other violation of any Intellectual Property of any third party, in each case whether provided alone or in combination with other products, software or processes. If any of the Products and/or Services are infringing or alleged to be infringing or if any injunction or restraining order is issued, in addition and not in limitation of any other rights or remedies, Vendor/Supplier shall, at its expense and at HIPER Global US's sole option, either (a) procure the right for HIPER Global US to continue using such infringing Products and/or Services, (b) replace the Products and/or Services with a non-infringing product, (c) modify the Products and/or Services to make them non-infringing, or (d) refund to HIPER Global US all fees paid for the infringing Products and/or Services.

8.3 HIPER Global US will provide Vendor/Supplier with notice of any claim subject to indemnification under this provision 8 (Indemnification). Vendor/Supplier shall have the right to conduct the defense and settlement of any claim or action described in this provision 8 (Indemnification) if it acknowledges in writing its responsibility for such claim, but in no event will Vendor/Supplier enter into any settlement without HIPER Global US's prior written consent. HIPER Global US may participate in the defense or negotiations to protect its interests. If Vendor/Supplier fails to defend or settle any Loss in a prompt and competent manner, then HIPER Global US, at its option, has the right to take over the defense and settlement of the Loss at Vendor/Supplier's expense. Vendor/Supplier shall pay all costs, expenses (including reasonable attorney and professional fees and costs), awards, judgments and settlements promptly as they become due, and Vendor/Supplier shall give HIPER Global US all information, assistance and authority to enable HIPER Global US to defend and settle the claim or action.

9. Limitation of Liability

9.1 IN NO EVENT SHALL HIPER GLOBAL US'S LIABILITY FOR DIRECT DAMAGES TO VENDOR/SUPPLIER OR VENDOR/SUPPLIER'S SUBCONTRACTORS AND SUPPLIERS, OR ANY THIRD PARTY EXCEED THE VALUE OF THE PRODUCTS AND/OR SERVICES THAT ARE THE SUBJECT MATTER OF THE DISPUTE.

9.2 IN NO EVENT, REGARDLESS OF LEGAL THEORY, SHALL HIPER GLOBAL US BE LIABLE TO VENDOR/SUPPLIER OR VENDOR/SUPPLIER'S SUBCONTRACTORS AND SUPPLIERS, OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THE PURCHASE ORDER, WHETHER OR NOT HIPER GLOBAL US WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. Termination and Survival of Obligations

10.1 HIPER Global US may terminate the Purchase Order immediately, in whole or in part, for Vendor/Supplier's breach, including without limitation, the failure to deliver the Products and/or perform the Services in accordance with the Purchase Order. If HIPER Global US terminates the Purchase Order for Vendor/Supplier's breach, Vendor/Supplier will be liable to HIPER Global US for all damages, including the cost of securing replacement Products and/or Services, shipping charges for returned Products, and any amounts previously paid by HIPER Global US to Vendor/Supplier. Cure of any non-conforming tender by Vendor/Supplier may only be made with the prior written consent of HIPER Global US. This right of termination is in addition to and not in place of any other rights or remedies that HIPER Global US may have at law or in equity.

10.2 HIPER Global US, in its sole discretion and without cause, may terminate the Purchase Order immediately, in whole or in part, at any time on written notice to Vendor/Supplier, without incurring liability to Vendor/Supplier for lost profits, or any other costs or damages, other than the proportionate value of the purchase price for Products delivered and/or Services performed. Payment due will be a percentage of the purchase price equal to the proportion of Vendor/Supplier's performance under the Purchase Order which has been completed at the time of notice of termination of the Purchase Order.

10.3 Provisions surviving termination or expiration of the Purchase Order are those concerning provisions 5 (Vendor/Supplier Representations and Warranties), 6 (Intellectual Property Rights), 7 (Confidentiality), 8 (Indemnification), 9 (Limitation of Liability), 13 (Governing Law and Dispute

Standard Purchase Order Terms and Conditions for Vendor/Suppliers

Resolution), and any other provisions which on their face affect rights and obligations after termination or expiration.

13.3 For the avoidance of doubt, nothing in this provision 13 (Governing Law and Dispute Resolution) shall prevent either Party from seeking injunctive relief from a court of appropriate jurisdiction.

11. Insurance

11.1 Vendor/Supplier shall be solely responsible for purchasing and maintaining, and requiring its subcontractors to maintain through reputable insurance carriers, adequate comprehensive general liability insurance, and to the extent applicable to the Products and/or Services to be provided under the Purchase Order, product liability insurance, auto, workers' compensation, unemployment compensation and/or such other insurance as is required by law and/or is the common practice in its business. HIPER Global US reserves the right to require greater insurance coverage than otherwise provided by Vendor/Supplier. Vendor/Supplier's insurance shall provide adequate coverage for any HIPER Global US property under the care, custody or control of Vendor/Supplier or its employees or subcontractors. To the extent that a Vendor/Supplier is performing Services at a facility owned or operated by HIPER Global US, Vendor/Supplier must add HIPER Global US, and where applicable the entity that owns or leases the facility operated by HIPER Global US, to Vendor/Supplier's insurance as additional insureds on a primary and non-contributory basis, per project aggregate and independent contractors included, and with a waiver of subrogation in favor of HIPER Global US.

11.2 Unless otherwise agreed to in writing by HIPER Global US, the insurance maintained per section 11.1 above shall be written for not less than the greater of (i) any limit of liability required by law or (ii) the limits of liability set forth below, as applicable to the type of Products and/or Services provided by the Vendor/Supplier:

(a) Commercial General Liability -- coverage protecting against any liability with a limit of not less than \$1,000,000 USD per each occurrence and not less than \$5,000,000 USD in the general aggregate, covering bodily injury and property damage; (b) Product Liability -- coverage in the amount of not less than \$1,000,000 USD per each occurrence and not less than \$3,000,000 USD in the aggregate; (c) Professional Liability (E&O) -- coverage in the amount of not less than \$1,000,000 USD per each occurrence and not less than \$5,000,000 USD in the aggregate; (d) Personal & Advertising Injury Liability -- coverage in the amount of not less than \$1,000,000 USD; (e) Automobile Liability -- coverage in the amount of not less than \$1,000,000 USD; (f) Workers Compensation -- coverage in the amount that complies with the applicable state statutory limits; (g) Employer's Liability -- coverage in the amount of not less than \$1,000,000 USD per each accident for bodily injury by accident, not less than \$1,000,000 USD policy limit for bodily injury by disease, and not less than \$1,000,000 USD per each employee for bodily injury by disease, with a waiver of subrogation in states where applicable; (h) Umbrella Liability -- coverage in the amount of not less than \$5,000,000 USD per each occurrence and not less than \$5,000,000 USD in the aggregate, with the umbrella liability following form of all underlying coverages.

11.3 Upon request from HIPER Global US, Vendor/Supplier will provide evidence that Vendor/Supplier maintains the described insurance, and that the coverage will not be changed during the term of Vendor/Supplier's performance under the Purchase Order without 30 days advance written notification to HIPER Global US.

11.4 The amount of insurance carried in compliance with the above requirements is not to be construed as either a limitation on or satisfaction of the indemnification obligations arising or resulting from or in connection with the performance of the Purchase Order.

12. Compliance with Laws and HIPER Global US Policies

12.1 Vendor/Supplier will comply with all applicable international, foreign, and U.S. federal, state, and local laws, rules and regulations, and industrial codes and standards, including, but not limited to, those relating to import/export; processing, privacy, or use of personal data; data security; health; safety; product liability; anti-money laundering laws; and RoHS Compliance.

12.2 All potential hazardous material shipments must be accompanied by a Material Safety Data Sheet (MSDS). This information must be contained within the shipment and forwarded to HIPER Global US prior to the materials being delivered.

12.3 Upon HIPER Global US' request, Vendor/Supplier will promptly provide HIPER Global US with an accurate and complete certificate of origin for all Products and/or a USMCA Certificate of Origin for all eligible Products manufactured in the United States, Canada, or Mexico. Vendor/Supplier shall immediately notify HIPER Global US concerning any changes in origin or in USMCA eligibility. Vendor/Supplier shall indemnify and hold harmless HIPER Global US for any breach of the foregoing.

13. Governing Law and Dispute Resolution

13.1 The Purchase Order and all matters arising out of or relating to the Purchase Order will be governed by and construed according to the laws of the State of Massachusetts in the United States of America, without giving effect to any conflict of law provisions thereof. In any action to enforce provisions of the Purchase Order, the prevailing Party shall be entitled to costs and attorneys' fees from the non-prevailing Party.

13.2 In the event of any dispute arising between the Parties under the Purchase Order, the Parties agree that such dispute shall be resolved informally, if possible. Failing an informal resolution, all disputes arising out of or in connection with the Purchase Order shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The arbitration proceedings shall be conducted in Boston, Massachusetts. The language to be used in the arbitration proceeding shall be English.

14. General Provisions

14.1 **Entire Purchase Order.** This Purchase Order constitutes the entire understanding between Vendor/Supplier and HIPER Global US concerning the subject matter hereof, and any representation, promise, course of dealing or trade usage not contained herein shall not be binding upon the Parties.

14.2 **Modification.** No additional, modified, or revised terms or conditions to the Purchase Order proposed or provided by Vendor/Supplier will be effective unless agreed to in writing by a duly authorized representative of HIPER Global US.

14.3 **Deviations and Substitutions.** No deviations and/or substitutions in material, design, specifications, or operating performance from the items ordered within a PO are permissible without prior written approval from HIPER Global US. Written approval to the Vendor/Supplier must be provided to the Vendor/Supplier through a change in the Purchase Order. The Vendor/Supplier shall ensure that the parts being provided are the exact parts being ordered. In addition, all certifications and/or documents being provided shall contain the exact part being requested on the PO.

14.4 **Severability.** If any provision of the Purchase Order shall be deemed to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

14.5 **Force Majeure.** Neither Party will have responsibility to the other due to any act of God, war, sabotage or terrorism, act of government or any agency thereof, fire, flood, explosion, natural disaster, or similar catastrophic occurrence, epidemic or quarantine restriction, or such other similar extreme circumstances beyond that Party's reasonable control. Either Party must notify the other in writing within five (5) days if it will not be able to meet its obligations under a Purchase Order due to a force majeure occurrence. If requested by HIPER Global US, Vendor/Supplier shall, within five (5) days of such request, provide adequate assurance that the associated delay in its performance will not exceed such period of time as HIPER Global US deems appropriate. If the delay lasts more than the time period specified by HIPER Global US or Vendor/Supplier does not provide adequate assurance that the delay will cease within such time period, HIPER Global US may, among its other remedies, immediately cancel the applicable Purchase Order without liability.

14.6 **Assignment.** Vendor/Supplier may not without HIPER Global US' prior written consent, subcontract or assign any of Vendor/Supplier's rights or obligations under the Purchase Order. To the extent subcontracting or assignment is approved by HIPER Global US, Vendor/Supplier maintains full responsibility to HIPER Global US for the performance of all obligations under the Purchase Order, including for its subcontractors' performance and adherence to all provisions of the Purchase Order.

14.7 **Relationship of Parties/Independent Contractor Relationship.** Nothing in the Purchase Order shall be construed to place Vendor/Supplier and HIPER Global US in an agency, employment, franchise, joint venture, or partnership relationship. Vendor/Supplier shall perform its obligations under the Purchase Order as an independent contractor. Vendor/Supplier retains the right to exercise full control of supervision over and responsibility for Vendor/Supplier's performance hereunder, including the employment, direction, compensation, and discharge of Vendor/Supplier's employees, as well as compliance with workers' compensation, unemployment, disability insurance, social security, withholding and all other laws, rules, codes, regulations, and ordinances governing such matters. Neither Party has the authority to obligate or bind the other in any manner. Nothing contained in the Purchase Order shall give rise or is intended to give rise to rights of any kind to any third parties.