

**GE GLOBAL RESEARCH PURCHASED NON-COMMERCIAL RESEARCH ORDER TERMS AND CONDITIONS**  
**(October 2014)**  
**FORM A**

**INTEGRITY STATEMENT:** If you as a supplier become aware of any situation that appears to be inconsistent with GE's Policy to maintain lawful and fair practices in its supplier relationships, you may write to our Ombudsman at: GE Global Research, One Research Circle, Niskayuna, NY 12309.

**1. ACCEPTANCE AND TERMS AND CONDITIONS:** (a) Seller accepts this Order and any changes by signing the acceptance copy and returning it to GE. Commencement of the services called for by this Order in the absence of Seller's written acknowledgment shall be deemed acceptance of this Order. (b) By acceptance of this Order, Seller agrees to be bound by and to comply with all the terms and conditions of this Order, including any supplements, and all specifications and other documents referred to in this Order. (c) **CHANGES TO THE TERMS AND CONDITIONS OF THIS ORDER ARE NOT BINDING UNLESS SPECIFICALLY ACCEPTED IN WRITING.**

**2. PRICES and PAYMENT:**

**2.1** All prices are firm and shall not be subject to change. Seller's price includes all payroll, occupational, and value added taxes not recoverable by GE, as well as any other taxes, fees and/or duties applicable to the goods and/or services purchased under this Order; provided, however, that Seller must separately identify on Seller's invoice any state and local sales, use, excise and/or privilege taxes, if applicable, will not include such taxes in Seller's price. If Seller charges GE with any value added or similar tax, Seller shall ensure such taxes are invoiced to GE in accordance with applicable rules so as to allow GE to reclaim such value-added and/or similar tax from appropriate government authorities. Neither party is responsible for taxes on the other party's income or the income of the other party's personnel or subcontractors. If no firm or other price appears, no payment in excess of any monetary limitation appearing on the face of the Order shall be permitted without the prior written approval of GE. Pricing shall not be adjusted without prior written approval of GE.

**2.2** Payment terms are stated on the face of the Purchase Order. Unless otherwise stated on the face of this Order, payment terms are due net one hundred and twenty (120) days from the Payment Start Date. The Payment Start Date is the later of 1) the delivery date identified on the Order (2) the received date of the goods and/or services in GE's receiving system or (3) the date of receipt of valid invoice by GE. Seller's invoice shall in all cases bear GE's Order number. GE shall be entitled to reject any invoices failing to note GE's Order number or that are otherwise inaccurate. Any resulting delay in payment shall be Seller's responsibility. Seller warrants it is authorized to receive payment in the currency stated in this Order.

**3. TERMINATION FOR CONVENIENCE:** GE may terminate all or any part of this Order at any time by written notice to Seller. Upon termination, GE and Seller shall negotiate termination charges which will compensate Seller for costs reasonably incurred prior to the date of termination, including profit of such costs, which will be identified by Seller within 30 days of termination.

**4. WARRANTIES:** Seller warrants that (a) the use of goods and/or services provided pursuant hereto will not knowingly constitute infringement of the valid intellectual property rights of a third party; (b) all services furnished hereunder shall be performed by technically competent and qualified personnel in a safe and workmanlike manner, shall conform to the requirements of this Order including any specifications attached or referenced herein, shall be performed in accordance with the highest generally accepted professional standards associated with the particular industry or trade and shall be fit for the purpose intended; (c) Seller has all required permits and licenses necessary to perform the Services and that its Services will conform with all applicable permits and licenses. GE shall not be billed for any task(s) performed unsatisfactorily or defective parts, materials and equipment and shall be reimbursed within thirty (30) days by Seller upon demand of GE if an invoice has been previously paid for such improper or defective work or goods.

**5. GE'S PROPERTY:** (a) Except as provided in Paragraph (b) below, unless otherwise agreed in writing, all tools, equipment or material of every description furnished to Seller by GE or specially paid for by GE, and any replacement thereof, or any materials affixed or attached thereto, shall be and remain the personal property of GE. Such property, and whenever practical each individual item thereof, shall be plainly marked or otherwise adequately identified by Seller as "Property of General Electric" and shall be safely stored separate and apart from Seller's property. Seller shall not substitute any property for GE's property and shall not use such property except in filling GE Orders. Such property while in Seller's custody or control shall be held at Seller's risk, shall be kept insured by Seller at Seller's expense in an amount equal to the replacement cost with loss payable to GE and shall be subject to removal at GE's written request, in which event Seller shall prepare such property for shipment and shall redeliver to GE in the same condition as originally received by Seller, reasonable wear and tear excepted, all at Seller's expense. (b) GE's property shall further include GE's software, technical data, know-how and any intellectual property rights that may be provided to the Seller pursuant to the execution of this Order, which property is to be returned to GE at the termination (by reason of completion or otherwise) of this Order. All samples, if any, supplied by GE to the Seller must be used only for the purpose of this Order and for no other purpose. The Seller shall not reverse-engineer, deconstruct or

chemically analyze the composition of the samples without express written permission of GE. Upon completion of the Order, the Seller shall return or certify the destruction of all samples, including scrap, to GE upon written request.

6. **NON-ASSIGNMENT:** Assignment of this Order or any interest herein, other than in a sale of substantially all of the assets of a party, without written consent of the other party shall be void.

**7. COMPLIANCE WITH LAWS:**

7.1 *General.* Seller represents, warrants, and certifies that it will comply with applicable federal, state, provincial or local law, regulation, directive or ordinance and all lawful Orders, rules, and regulations issued thereunder, in the country of intermediate and/or final delivery of goods or provision of services, including without limitation those regarding environmental health and safety and records retention. If failure to adhere to the requirements of this Article 10 ("Compliance with Laws") results in work stoppage, or additional cost to GE, then the supplier will reimburse GE for the value of the additional work performed. Seller shall also comply with good industry practices, including the exercise of that degree of skill, diligence, and prudence reasonably expected from a competent and lawful Seller engaged in the same type of trade under similar circumstances. No forced or prison labor, or labor in violation of minimum working age law in the country of manufacture, may be used in connection with this Order. If such labor is determined to have been used in connection with this Order, GE shall have the right to immediately terminate the Order without further compensation. Seller agrees to cooperate fully with any inspection efforts of GE intended to verify Seller's compliance with this Article. Seller agrees to provide at GE's request certifications of any applicable legal requirements or to update any and all certifications, representations and warranties under this Order, in form and substance satisfactory to GE.

7.2 *EHS/MBE/WBE.* (a) Seller represents, warrants, and certifies that it will take appropriate actions to provide a safe and healthy workplace, and to protect local environmental quality; and, has established an effective program to ensure any suppliers it uses under this Order will be in conformance with this Order. In addition, Seller shall comply with any provisions, certifications (including updates), representations, agreements or contract clauses required to be included or incorporated by reference or operation of law in the Order dealing with applicable provisions of the following laws and related regulations: i) Equal Opportunity (Executive Order 11246 as amended by Executive Orders 113575 and 10286); ii) Employment of Veterans (Executive Order 11701); iii) Employment of the Handicapped (Executive Order 11758 as amended by Executive Order 11867); iv) Employment Discrimination Because of Age (Executive Order 11141); v) Utilization of Disadvantaged and Business Enterprises (Executive Order 11625, Public Law 95-507); vi) Occupational Safety and Health Act (OSHA) including OSHA regulations 29 CFR 1910.1200 accompanied by a completed Material Safety Data Sheet (OSHA Form 20) and mandated labeling information and vii) Section 211 of the Energy Reorganization Act, 10 CFR 50.7 (Employee Protection) and 29 CFR 24.2 (Obligations and Prohibited Acts) prohibiting discrimination against employees for engaging in "protected activities", which include reporting of nuclear safety or quality concerns, and Seller shall immediately inform GE of any alleged violations or related investigations or notices of filing of complaints. Seller shall also comply with regulations governing the packaging, marking, shipping and documentation of hazardous material including those specified pursuant to 49 CFR, IMO and IATA. Seller certifies that, with respect to Orders exceeding \$10,000, it is in compliance with requirements for non-segregated facilities set in 41 CFR Chapter 60-1.8. Seller agrees to provide small and/or minority (including women)-owned business utilization and demographic data upon request. Seller warrants that each chemical substance constituting or contained in goods sold or otherwise transferred to GE is on the list of chemical substances compiled and published by the Administrator of the Environmental Protection Administration pursuant to the Toxic Substances Control Act (15 USC 2601 et seq), the Federal Hazardous Substances Act (P.L. 92-516) as amended, the European Inventory of Existing Commercial Chemical Substances (EINECS) as amended or the European List of Notified Chemical Substances (ELINCS) and lawful standards and regulations thereunder, or equivalent lists in any jurisdiction to which GE informs Seller goods will likely be shipped. Goods sold or transferred to GE will not include arsenic, asbestos, benzene, carbon tetrachloride, lead, cadmium or chemicals restricted under the Montreal Protocol unless GE agrees in writing. Seller represents that goods were or will be produced in compliance with the Fair Labor Standards Act of 1938, as amended, including Section 12 (a).

(b) Supplier warrants that any and all products containing steel or steel raw stock, e.g., sheet or bar, ("Steel Products") supplied by Seller pursuant to this Purchase Order does not contain any "Hazardous Materials" or "Hazardous Substances" as defined by the U.S. Department of Transportation, the U.S. Environmental Protection Agency, or the U.S. Occupational Safety and Health Administration. Supplier further warrants that it has obtained such Steel Products from a North American steel supplier or vendor that maintains written policies and procedures requiring the scanning and/or monitoring of such Steel Products for radioactive content.

7.3 *Export Control Compliance.* Seller will comply with all applicable export and import (customs) laws and regulations of all countries involved. Violation of any such laws or regulations by Seller will be cause for immediate termination by GE. Seller agrees to indemnify GE for any costs incurred as a result of the Seller's failure to meet the obligations of this Article.

7.4 In response to Section 404 of the Sarbanes-Oxley Act of 2002 (the "Act"), GE requires that Seller certify compliance with Section 404 of the Act of 2002. Seller agrees to certify and ensure compliance with the

Act and that Seller upon request and in a manner specified by GE, will supply to GE documents attesting that Seller has in place effective controls tested by a third party, such as an outside auditor, that monitor and ensure compliance with Section 404 of the Act.

**8. INDEMNIFICATION:** Seller assumes full responsibility for and agrees to save, indemnify, defend and hold harmless GE from any and all claims, losses, liabilities, damages to property, injuries (including, but not limited to, death) to persons (including, but not limited to, employees of Seller and GE), fines, penalties (stipulated or otherwise), fees (including, but not limited to, legal fees), and all other costs and expenses of whatsoever kind or nature caused by, arising out of, or in any way resulting from, the negligence or willful misconduct or failure of Seller, its directors, officers, employees, agents, subcontractors and/or sub vendors at any tier.

**9. INSURANCE:** Seller, including subcontractors as required, shall obtain and maintain for the duration of any work under this Order the following insurance to be issued by insurance carriers with a minimum A.M. Best's rating of A-: VII, or S&P A, or better and licensed to provide insurance in the jurisdiction in which work is to be performed, with minimum limits as set forth below: Commercial General Liability insurance (including Contractual Liability coverage insuring the liabilities assumed herein) with minimum limits of liability of not less than \$5,000,000 each per occurrence for bodily injury (including death) and property damage; Automobile Liability and Employers' Liability insurance with minimum limits of liability of not less than \$5,000,000 per occurrence on a single limit basis; all of which limits may be achieved in combination with limits from Excess and/or Umbrella Liability insurance; and any insurance required by applicable law. At GE's sole option and cost, Seller shall procure Contractor Pollution Coverage insurance covering loss or damage associated with environmental hazards arising out of or in connection with the Services with minimum limits of liability of \$1,000,000. Seller agrees to name GE as an additional insured on all the above-mentioned policies. At GE's request, Seller shall furnish to GE a Certificate of Insurance completed by its insurance carrier(s) certifying that the required insurance coverage's are in effect and will not be canceled or materially changed until thirty days after prior written notice has been delivered to GE, and GE reserves the right to withhold payment until such requested Certificates of Insurance have been provided. It is the intent of both Parties that Seller's insurance be primary to any insurance owned or secured by GE. Nothing in this Article shall be taken as limiting Seller's liability to GE or any other party.

**10. SELLER'S CONFIDENTIAL OR PROPRIETARY INFORMATION:** Any knowledge or information which Seller shall have disclosed or may hereafter disclose to GE, and which in any way, relates to the goods or services covered by this Order and GE's Material Schedule, shall not, unless otherwise specifically agreed to in writing by GE, be deemed to be confidential or proprietary information, and shall be acquired by GE, free from any restrictions (other than a claim for patent infringement), as part of consideration for this Order.

**11. GE'S INFORMATION:** Seller shall keep confidential any technical, process or economic information first generated by Seller in the performance of this Order or provided by or derived from samples, drawings, specifications and other data furnished by GE in connection with this Order and shall not directly or indirectly divulge, such information for the benefit of any other party without obtaining GE's prior written consent (and, if applicable, the consent of the U.S. Government). Except as required for the efficient performance of this Order, Seller shall not use such information or make or permit copies to be made of such information without prior written consent of GE. If any reproduction is made with prior consent, notice referring to the requirements of this Article shall be provided thereon. Upon completion or termination of this Order, Seller shall promptly return to GE all materials incorporating any such information and any copies thereof, except for one record copy.

**12. ENTIRE AGREEMENT:** This Order, with such documents as are expressly incorporated herein by reference, is intended by the parties as a final expression of their agreement with respect to terms as included herein, and is intended as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection.

**13. WAIVER:** No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. The failure of a party to enforce at any time or for any period of time any of the provisions hereof shall not be construed to be a waiver of such provisions or of the right of the party thereafter to enforce each and every such provision.

**14. NON-U.S. PURCHASES:** Seller must provide to GE, via the Packing List and the Customs Invoice (as applicable), the Country of Origin of every good supplied pursuant to this Order, including in sufficient detail to satisfy applicable trade preferential or Customs agreements, if any.

**15. PUBLICATIONS:** Seller agrees that no acknowledgment or information concerning the Order and supplies or services provided hereunder will be made public by Seller without prior written agreement of GE.

**16. INDUSTRIAL PROPERTY RIGHTS:** Industrial property means all intellectual property including patents, inventions, (whether or not the subject of patents or patent applications), copyrights, software, technical data and know-how (whether or not protected as a trade secret); such intellectual property rights do not, however, include trademarks, trade names or service marks. All Industrial Property of GE in existence prior to this Order shall remain the property of GE. All Industrial Property of Seller in existence prior to this Order ("Existing

Industrial Property”) shall remain the property of Seller. All Industrial Property, other than Existing Industrial Property, first generated by Seller in the performance of this Order (“Generated Industrial Property”) shall be the property of GE and Seller shall deliver to GE all data, drawings and other documents or information pertaining to Generated Industrial Property upon completion of the Order; Seller further agrees to execute, or to have executed by appropriate persons, all legal documents necessary to assign intellectual property rights in Generated Industrial Property to GE. Seller grants to GE a right to use any Existing Industrial Property used or incorporated in or necessary for the use of the Generated Industrial Property to the extent necessary to enable GE to use the Generated Industrial Property. GE’s rights to use Existing Industrial Property shall include the right to make and have made, use, distribute, sell, import and export, the Existing Industrial Property as it relates to the Generated Industrial Property, and, with respect to Existing Industrial Property subject to copyright protection, the rights to reproduce, prepare derivative works, distribute, perform and display the Existing Industrial Property. This grant to GE of rights to use Existing Industrial Property is perpetual, irrevocable, and worldwide in scope. Seller shall not reverse engineer or otherwise attempt to determine GE’s confidential information from any material or information provided to Seller by GE under this Order.

**17. RECORDS:** Unless this Order is totally priced on a firm fixed price basis, Seller shall maintain complete and accurate time records, supplier invoices, expense receipts and supporting data, and other evidence related to this Order in accordance with generally accepted accounting practices. All materials shall be preserved until the expiration of two years from the completion of performance by Seller. GE shall have the right at any time during normal business hours to examine such records, which may include an evaluation of cost and fee data related to this Order. Adjustments in favor of GE arising from any audit performed by GE shall be recognized as an adjustment of any future payment due Seller or, if no future payment is due Seller, Seller shall pay the amount of any such adjustment to GE within thirty (30) days after completion of the audit.

**18. INDEPENDENT CONTRACTOR:** Seller is and shall remain for all purposes an independent contractor and it shall have no power, nor shall it represent that it has any power, to bind GE or to assume or create any obligation, expressed or implied, on behalf of GE.

**19. SURVIVAL OF TERMS:** Those provisions of the Order which by nature may be incapable of being performed or enforced prior to expiration or termination of the Order, or which suggest partial performance or enforcement following such expiration or termination, and in particular Articles 4, 5, 8, 9, 11, 15, 16, 17, 18, 20 and 23, shall survive any such expiration or termination of this Order.

**20. GE’S REMEDIES:** All rights and remedies provided for herein are not exclusive and all rights and remedies of the parties hereunder, at law or in equity, shall be cumulative and may be exercised singly or concurrently.

**21. PROPER BUSINESS PRACTICES:** Seller shall act in a manner consistent with GE’s integrity policies, a copy of which is available on request to Seller. Further, in the execution of its obligations under this Order, Seller shall take the necessary precautions to prevent injury to persons or to property. If Seller’s work under the Order involves operations by Seller on the premises of GE or one of its customers, Seller represents that all agents, employees, and subcontractors will be subject to a background check in accordance with GE policies and procedures prior to performing any work on the premises of GE or one of its customers or being granted access to GE’s network, and GE reserves the right to deny access based on the results of the background check.

**22. INSPECTION:** All goods and materials related in any way to the services provided under this Order shall be subject to inspection and test upon reasonable notice by GE and its customer or representative at all times and places, including sites where the materials and services are created or performed, whether at Seller’s premises, Seller’s supplier’s premises or elsewhere, to assess: 1) work quality; 2) conformance with GE’s specifications; and 3) conformance with Seller’s representations, warranties and covenants.

**23. PERSONAL DATA AND PROTECTED HEALTH INFORMATION:** (a) Each party agrees to process the personal data of the other party only on a need-to-know basis and in accordance with applicable laws and regulations. Each party understands and agrees that the other party may use any "Contact Information" (such as names, addresses, telephone numbers, e-mail addresses) provided by the other for purposes reasonably related to the purposes of this Order and store such information in globally-accessible databases. (b) Seller shall comply with all applicable laws relating to the use, dissemination and disclosure of individually identifiable health information, and shall not transfer to GE any data that have not been de-identified within the meaning of the Federal Privacy rule 45 C.F.R. § 164.514.

**24. GOVERNING LAW AND LANGUAGE:** This Order is to be interpreted, governed, and enforced in accordance with the laws of New York State, U.S.A., without reference to choice of law provisions thereof. The parties hereby exclude application of the United Nations Convention on Contracts for the International Sale of Goods.

**33. SECURITY AND CRISIS MANAGEMENT:** If Seller is located outside the continental U.S., Seller warrants and represents that it is enrolled in and/or certified as being compliant with the requirements of the Customs-Trade Partnership Against Terrorism (“C-TPAT”) or an equivalent program, such as Free and Secure Trade (FAST), Pre-Arrival Processing (PAP), or Business Anti-Smuggling Coalition (BASC).