



## **General Terms and Conditions for Suppliers** **(as referenced in Vibrant's Purchase Orders)**

Except as otherwise agreed by VIBRANT CORPORATION or its legal entity in Germany VIBRANT GmbH (both referred as "VIBRANT") in writing, these General Terms and Conditions ("General Terms and Conditions"), together with any specific conditions and scope defined in VIBRANT's Purchase Order ("PO"), shall be the entire contract for the purchase (collectively, the "Contract") from its supplier ("SELLER").

### **1. ACCEPTANCE OF CONTRACT/TERMS AND CONDITIONS**

- 1.1. This Contract integrates, merges, and supersedes any prior offers, negotiations, and agreements concerning the subject matter hereof and constitutes the entire agreement between the parties.
- 1.2. SELLER's acknowledgment, acceptance of payment, or commencement of performance, shall constitute SELLER's unqualified acceptance of this Contract.
- 1.3. Unless expressly accepted in writing by VIBRANT, additional or differing terms or conditions proposed by SELLER or included in SELLER's acknowledgment are objected to by VIBRANT and have no effect.
- 1.4. The headings used in this Contract are inserted for the convenience of the parties and shall not define, limit, or describe the scope or the intent of the provisions of this Contract.
- 1.5. No verbal agreements are binding, as all agreements need to be documented in writing.

### **2. APPLICABLE LAWS**

- 2.1. This Contract and any matter arising out of or related to this Contract shall be governed by the laws of the Country and State from which this Contract is issued by VIBRANT. For VIBRANT CORPORATION, the laws of New Mexico and USA apply, and for VIBRANT GmbH the laws of Germany and the European Union apply.
- 2.2. SELLER, in the performance of this Contract, shall comply with all applicable local, state, and federal laws, orders, rules, regulations, and ordinances. SELLER shall procure all licenses/permits, pay all fees, and other required charges and shall comply with all applicable guidelines and directives of any local, state and/or federal governmental authority. SELLER, at its expense, shall provide reasonable cooperation to VIBRANT in conducting any investigation regarding the nature and scope of any failure by SELLER or its personnel to comply with applicable local, state, and federal laws, orders, rules, regulations, and ordinances that may affect the performance of SELLER's obligations under this Contract.

### **3. ASSIGNMENT**

Any assignment of SELLER's Contract rights or delegation of SELLER's duties shall be void unless prior written consent is given by VIBRANT.

### **4. CHANGE IN CONTROL OF SELLER**

Prior to a potential change in control of SELLER and at least ninety (90) days prior to the proposed effectiveness of such change in control, SELLER will promptly notify VIBRANT in writing thereof, and provide the identity of the potential new controlling party and information on such party and the transaction as VIBRANT may request, consistent with applicable law and confidentiality restrictions.

### **5. COUNTERFEIT WORK**

- 5.1. The following definitions apply to this clause:

"Counterfeit Work" means Work that is or contains unlawful or unauthorized reproductions, substitutions, or alterations that have been knowingly mislabeled, misidentified, or otherwise misrepresented to be an authentic, unmodified part from the original manufacturer, or a source with the express written authority of the original manufacturer or current design activity, including an authorized aftermarket manufacturer. Unlawful or unauthorized substitution includes used Work represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics.

"Suspect Counterfeit Work" means Work for which credible evidence (including, but not limited to, visual inspection or testing) provides reasonable doubt that the Work part is authentic.

- 5.2. SELLER shall not deliver Counterfeit Work or Suspect Counterfeit Work to VIBRANT under this Contract.
- 5.3. SELLER shall only purchase products to be delivered or incorporated as Work to VIBRANT directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distributor chain. SELLER may use another source only if (i) the foregoing sources are unavailable, (ii) SELLER's inspection and other counterfeit risk mitigation processes will be employed to ensure the authenticity of the Work, and (iii) SELLER obtains the advance written approval of VIBRANT.

- 5.4. SELLER shall maintain counterfeit risk mitigation processes in accordance with industry recognized standards and with any other specific requirements identified in this Contract.
- 5.5. SELLER shall immediately notify VIBRANT with the pertinent facts if SELLER becomes aware that it has delivered Counterfeit Work or Suspect Counterfeit Work. When requested by VIBRANT, SELLER shall provide OCM/OEM documentation that authenticates traceability of the affected items to the applicable OCM/OEM. SELLER, at its expense, shall provide reasonable cooperation to VIBRANT in conducting any investigation regarding the delivery of Counterfeit Work or Suspect Counterfeit Work under this Contract.
- 5.6. This clause applies in addition to and is not altered, changed, or superseded by any quality provision, specification, statement of work, regulatory flowdown, or other provision included in this Contract addressing the authenticity of Work.
- 5.7. In the event that Work delivered under this Contract constitutes or includes Counterfeit Work, SELLER shall, at its expense, promptly replace such Counterfeit Work with genuine Work conforming to the requirements of this Contract. Notwithstanding any other provision in this Contract, SELLER shall be liable for all costs relating to the removal and replacement of Counterfeit Work, including without limitation VIBRANT's costs of removing Counterfeit Work, of installing replacement Work and of any testing necessitated by the reinstallation of Work after Counterfeit Work has been exchanged. The remedies contained in this paragraph are in addition to any remedies VIBRANT may have at law, equity or under other provisions of this Contract.
- 5.8. SELLER shall include paragraphs (5.1) through (5.6) and this paragraph (5.8) of this clause or equivalent provisions in lower tier subcontracts for the delivery of items that will be included in or furnished as Work to VIBRANT.

## **6. DEFINITIONS**

The following terms shall have the meanings set forth below:

- 6.1. "Contract" means the instrument of contracting, such as "Purchase Order", "PO", "Subcontract", or other such type designation, including these terms and conditions, all referenced documents, exhibits and attachments. If these terms and conditions are incorporated into a "master" agreement that provides for releases, (in the form of a Purchase Order or other such document) the term "Contract" shall also mean the Release document for the Work to be performed.
- 6.2. "VIBRANT" means VIBRANT CORPORATION, acting through its companies or business units as identified on the face of this Contract. If a subsidiary or affiliate of VIBRANT CORPORATION is identified on the face of this Contract, then "VIBRANT" means that subsidiary or affiliate.

## **7. DISPUTES**

- 7.1. All disputes under this Contract that are not disposed of by mutual agreement may be decided by recourse to an action at law or in equity. Each party hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect to any litigation directly or indirectly arising out of under or in connection with this Contract.
- 7.2. Until final resolution of any dispute hereunder, SELLER shall diligently proceed with the performance of this Contract as directed by VIBRANT.

## **8. ELECTRONIC CONTRACTING**

The parties agree that if this Contract is transmitted electronically neither party shall contest the validity of this Contract, or any acknowledgement thereof, on the basis that this Contract or acknowledgement contains an electronic signature.

## **9. EXPORT CONTROL**

- 9.1. SELLER shall comply with all applicable U.S. export control laws and economic sanctions laws and regulations, specifically including but not limited to the International Traffic in Arms Regulations (ITAR), 22 C.F.R. 120 et seq.; the Export Control Reform Act of 2018; the Export Administration Regulations, 15 C.F.R. 730-774; and the Foreign Assets Control Regulations, 31 C.F.R. 500-598 (collectively, "Trade Control Laws").
- 9.2. SELLER shall notify VIBRANT if any deliverable under this Contract is restricted by applicable Trade Control Laws. Before providing VIBRANT any item or data controlled under any of the Trade Control Laws, SELLER shall provide in writing to VIBRANT the export classification of any such item or controlled data (i.e. the export classification under the EAR, ITAR, EU List of Dual Use Items and Technology, Wassenaar Arrangement's List of Dual-Use Goods and Technologies or other applicable export control list) and shall notify VIBRANT in writing of any changes to the export classification information of the item or controlled data. SELLER represents that an official authorized to bind the SELLER has determined that the SELLER or the designer, manufacturer, supplier or other source of the Work has properly determined their export classification.
- 9.3. SELLER shall not export, re-export, transfer, disclose or otherwise provide or make accessible VIBRANT's technical data and/or hardware controlled by Trade Control Laws ("Export Controlled Information") to any persons, or entities not authorized to receive or have access to the data, services and/or hardware, including third country/dual national employees, lower-tier subcontractors and sub-licensees, or modify or divert such Export Controlled Information to any military application unless SELLER receives advance, written authorization from VIBRANT and verification of any required export authorization is in place. Upon VIBRANT's request, SELLER shall demonstrate to VIBRANT's reasonable satisfaction, SELLER's and SELLER's lower-tier subcontractors' compliance with this clause and all Trade Control Laws. To the extent SELLER's Work provided under this Contract include packing, labeling, processing, and/or handling exports for VIBRANT, SELLER shall maintain an auditable process that assures accurate packing, labeling, processing, and handling of such exports. SELLER

shall also promptly notify VIBRANT if it becomes aware of any failure by SELLER or SELLER's lower-tier subcontractors to comply with this clause and shall cooperate with VIBRANT in any investigation of such failure to comply.

- 9.4. SELLER hereby represents that neither SELLER nor any parent, subsidiary, affiliate, employee, or sublicensee or lower tier supplier of SELLER (i) are located within an ITAR §126.1 listed country, (ii) nor included on any of the restricted party lists maintained by the U.S. Government, including the Specially Designated Nationals List administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), Denied Parties List, Unverified List or Entity List maintained by the U.S. Commerce Department's Bureau of Industry and Security ("BIS"), the List of Statutorily Debarred Parties maintained by the U.S. State Department's Directorate of Defense Trade Controls or the consolidated list of asset freeze targets designated by the United Nations, European Union, and United Kingdom (collectively, "Restricted Party Lists."
- 9.5. SELLER further represents that it shall immediately notify the VIBRANT if SELLER's status changes with respect to any of the foregoing.
- 9.6. In the event of an anticipated change in control of SELLER involving a non-U.S. person or entity, SELLER shall provide VIBRANT with notice at least 90 days prior to the effectiveness of such change of control consistent with applicable law and confidentiality restrictions.
- 9.7. If SELLER is engaged in the business of exporting manufacturing (whether exporting or not) or brokering defense articles or furnishing defense services, SELLER represents that it is and will continue to be registered with the Directorate of Defense Trade Controls, as required by the ITAR, and it maintains an effective export/import compliance program in accordance with the ITAR.
- 9.8. Where SELLER is a party to or signatory under a VIBRANT Technical Assistance Agreement (TAA) or Manufacturing License Agreement (MLA), license exception or license exemption, collectively, "Export Authorization," SELLER shall provide prompt notification to the VIBRANT in the event of (1) changed circumstances including, but not limited to, ineligibility, a violation or potential violation of the ITAR or other applicable governmental restrictions, and the initiation or existence of a U.S. Government investigation, that could affect SELLER's performance under this Contract, or (2) any change by SELLER that might require VIBRANT to submit an amendment to an existing Export Authorization or request a new or replacement Export Authorization. SELLER shall provide to VIBRANT all information and documentation as may reasonably be required for VIBRANT to prepare and submit any required export license applications. Delays on SELLER's part to submit the relevant information for export authorizations shall not constitute an excusable delay under this Contract.
- 9.9. Upon completion of performance of this Contract, SELLER and its lower-tier subcontractors shall as directed by VIBRANT, return or destroy all export controlled technical data, technology, hardware or other items. SELLER shall provide a certificate of destruction for all destroyed items.
- 9.10. SELLER shall include paragraphs (9.1.) through (9.9.) and this paragraph (9.10) of this clause or equivalent provisions in lower-tier subcontracts for the delivery of items that will be included in or delivered as Work to VIBRANT. SELLER shall immediately notify VIBRANT upon learning that any lower-tier subcontractor with which it engages has become listed on the Restricted Parties List.
- 9.11. SELLER shall be responsible for all losses, costs, claims, causes of action, damages, liabilities and expense, including attorney's fees, all expense of litigation and/or settlement, and court costs, arising from any act or omission of SELLER, its officers, directors, employees, consultants, agents, affiliates, successors, permitted assigns, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this clause.

## **10. EXTRAS**

Work shall not be supplied in excess of quantities specified in this Contract. SELLER shall be liable for handling charges and return shipment costs for any excess quantities.

## **11. FURNISHED PROPERTY**

- 11.1. VIBRANT may, by written authorization, provide to SELLER property owned by either VIBRANT or its customer (Furnished Property). Furnished Property shall be used only for the performance of this Contract.
- 11.2. Title to Furnished Property shall remain in VIBRANT or its customer. SELLER shall clearly mark (if not so marked) all Furnished Property to show its ownership.
- 11.3. Except for reasonable wear and tear, SELLER shall be responsible for, and shall promptly notify VIBRANT of, any loss or damage to Furnished Property. Without additional charge, SELLER shall manage, maintain, and preserve Furnished Property in accordance with applicable law, the requirements of this Contract and good commercial practice.
- 11.4. At VIBRANT's request, and/or upon completion of this Contract, SELLER shall submit, in an acceptable form, inventory lists of Furnished Property and shall deliver or make such other disposal as may be directed by VIBRANT.

## **12. INDEMNITY**

SELLER shall defend, indemnify, and hold harmless VIBRANT, its officers, directors, employees, consultants, agents, affiliates, successors, permitted assigns and customers from and against all losses, costs, claims, causes of action, damages, liabilities, and expenses, including attorney's fees, all expenses of litigation and/or settlement, and court costs, arising from any act or omission of SELLER, its officers, employees, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this Contract.

### **13. INFORMATION ASSURANCE**

- 13.1. Information provided by VIBRANT to SELLER remains the property of VIBRANT. SELLER shall comply with the terms of any proprietary information agreement with VIBRANT and comply with all proprietary information markings and restrictive legends applied by VIBRANT to anything provided hereunder to SELLER. SELLER shall not use any VIBRANT provided information for any purpose except to perform this Contract and shall not disclose such information to third parties without the prior written consent of VIBRANT. SELLER shall maintain data protection processes and systems sufficient to adequately protect VIBRANT provided information and comply with any law or regulation applicable to such information.
- 13.2. Each party agrees to comply with the terms of any nondisclosure or propriety information agreement between VIBRANT and SELLER and to comply with all proprietary information markings and restrictive legends applied to anything provided by one party to the other. Any other knowledge or information that SELLER shall have disclosed or may hereafter disclose to VIBRANT incident to any order hereunder shall not, unless specifically agreed upon in writing by VIBRANT, be deemed to be confidential or proprietary information and accordingly shall be acquired free from any restriction (other than a claim for patent infringement).
- 13.3. If SELLER becomes aware of any compromise of information used in the performance of this Contract or provided by VIBRANT to SELLER, its officers, employees, agents, suppliers, or subcontractors (an "Incident"), SELLER shall take appropriate immediate actions to investigate and contain the Incident and any associated risks, including notification within seventy-two (72) hours to VIBRANT after learning of the Incident. As used in this clause, "compromise" means that information has been exposed to unauthorized access, inadvertent disclosure, known misuse, loss, destruction, or alteration other than as required to perform the Work. SELLER shall provide reasonable cooperation to VIBRANT in conducting any investigation regarding the nature and scope of any Incident. Any costs incurred in investigating or remedying Incidents shall be borne by SELLER.
- 13.4. The provisions set forth above are in addition to and do not alter, change or supersede any obligations contained in a proprietary information agreement between the parties.

### **14. INFORMATION OF SELLER**

SELLER shall not provide any proprietary information to VIBRANT without prior execution of a proprietary information agreement by the parties.

### **15. INTELLECTUAL PROPERTY**

- 15.1. SELLER warrants that the Work performed or delivered under this Contract will not infringe or otherwise violate the intellectual property rights of any third party in the United States or any foreign country. Except to the extent that the U.S. Government assumes liability therefor, SELLER shall defend, indemnify, and hold harmless VIBRANT, its officers, directors, employees, consultants, agents, affiliates, successors, permitted assigns and customers from and against all losses, costs, claims, causes of action, damages, liabilities, and expenses, including attorney's fees, all expenses of litigation and/or settlement, and court costs, arising out of any action by a third party that is based upon a claim that the Work performed or delivered under this Contract infringes or otherwise violates the intellectual property rights of any person or entity.
- 15.2. In addition to the Government's rights in data and inventions for Government contracts, SELLER agrees that VIBRANT, in the performance of its prime or higher tier Contract obligations, shall have an unlimited, irrevocable, paid-up, royalty-free right to (1) make, have made, sell, offer for sale, use, execute, reproduce, display, perform, distribute (internally or externally) copies of, transfer computer software to the Government and the Government's end customer, and prepare derivative works, as well as any and all, inventions, discoveries, improvements, maskworks and patents as well as any and all data, copyrights, reports, and works of authorship, conceived, developed, generated or delivered in performance of this Contract, and (2) authorize others to do any, some or all of the foregoing.
- 15.3. Items delivered under this Contract such as operation and maintenance manuals, Bill of Materials (BOMs), and technical drawings shall be delivered with the right to copy for internal use and/or copy and deliver with the right to use to VIBRANT's customers.
- 15.4. The tangible medium storing copies of all reports, memoranda or other materials in written form including machine readable form, prepared by SELLER and furnished to VIBRANT pursuant to this Contract shall become the sole property of VIBRANT. Nothing in this paragraph (e) assigns ownership of SELLER's intellectual property included on such medium to VIBRANT.
- 15.5. No other provision in this Contract, including but not limited to the Indemnity clause, shall be construed to limit the liabilities or remedies of the parties under this clause.

### **16. QUALITY CONTROL SYSTEM**

- 16.1. VIBRANT is AS9100 certified and needs to flow down Quality Management requirements related to traceability and documented verification of fulfillment of specified requirements (SOW, specification, latest drawing, ...) to its SELLER.
- 16.2. All technical equipment shall be compliant to the current applicable industry and safety standards (UL, CE, OSHA, REACH, ...). If a special certification is required, it will be defined in the PO.
- 16.3. As Vibrant shall be compliant to AS13100 starting January 01, 2023, for some of its customers, SELLER shall maintain a Quality Management System (QMS) to an industry recognized Quality Standard and be in compliance with any other specific

quality requirements identified in this Contract. Deviation from this requirement can be discussed and agreed in writing with sufficient documentation if requested.

Per AS1310 Table 2 QMS certification requirements are required based on the scope of the SELLER.

**Table 2 - QMS certification requirements**

ORGANIZATION TYPE	QMS APPROVAL (MINIMUM REQUIREMENT)
Type 1: Make to Print and Type 2A: Design and Manufacture.  Manufacture, inspect, test, and certify the conformance of semi-finished and/or finished products (installed on aerospace engines or a component of such a product) to proprietary engineering drawings whether customer design, or organization design.	9100 registration.
Type 2B: Design only.  Contracted Design Responsible Organization/Partner/Supplier Tasks Organizations.	As defined by Customer's requirements.
Type 3: Distributor.	9120 registration.
Type 4: Special Process (2.3).  As part of an Organizations manufacturing scope and/or Special Process Houses.	Nadcap or Customer's requirements.
Type 5: Raw Material.  Manufacture, inspect, test, and certify the conformance of Raw Material to proprietary engineering specifications.	ISO 9001 registration.
Production Shop Assist Only.  Offload of planned manufacturing operations.	Per Organizations Requirements based upon scope of work, unless specified by the customer.
External Calibration or Laboratory Service Provider.	ISO/IEC 17025 or National Equivalent, e.g., UKAS, COFRAC, NIST.
Industry Standard Part or Industry Standard Raw Material Manufacture.	ISO 9001 registration.
Castings and Forgings Produced to a Proprietary Design.	9100 registration.

- 16.4. SELLER shall promptly notify VIBRANT in writing of any nonconforming processes, products or services and obtain any necessary approval for their disposition.
- 16.5. SELLER shall promptly notify VIBRANT in writing of changes to processes, products or services, including changes of their external providers or location of manufacturers, and obtain VIBRANT's approval
- 16.6. Records of all quality control inspection work by SELLER shall be kept complete and available to VIBRANT and its customers and may be subject to supplier audits as requested.

## 17. PACKING AND SHIPMENT

- 17.1. Unless otherwise specified, all Work is to be packed in accordance with good commercial practice and requirements listed in the applicable Safety Data Sheets (SDS).
- 17.2. A complete packing list shall be enclosed with all shipments. SELLER shall mark containers or packages with necessary lifting, loading, and shipping information, including the VIBRANT Contract number, item number, dates of shipment, and the

names and addresses of consignor and consignee. Bills of lading shall include this Contract number. Applicable SDS need to be attached to the packing list.

17.3. Unless otherwise specified, delivery shall be CIP (Carriage and Insurance Paid to named place of destination).

## **18. PAYMENTS, TAXES, AND DUTIES**

18.1. Unless otherwise provided, terms of payment shall be net thirty (30) days from latest of the following: (1) VIBRANT's receipt of SELLER's proper invoice; (2) scheduled delivery date of the Work; or (3) actual delivery of the Work at the final destination.

18.2. Each payment made shall be subject to reduction to the extent of amounts which are found by VIBRANT or SELLER not to have been properly payable and shall also be subject to reduction for overpayments. SELLER shall promptly notify VIBRANT of any such overpayments and remit the amount of the overpayment except as otherwise directed by VIBRANT.

18.3. VIBRANT shall have a right of setoff against payments due or at issue under this Contract or any other Contract between the parties.

18.4. Payment shall be deemed to have been made as of the date of mailing VIBRANT's payment or electronic funds transfer.

18.5. Unless otherwise specified, prices include all applicable federal, state, and local taxes, duties, tariffs, and similar fees imposed by any government, all of which shall be listed separately on the invoice.

## **19. PLACE OF PERFORMANCE**

If SELLER intends to change the place of performance of Work under this Contract from the place(s) identified in SELLER's proposal, SELLER shall provide prior written notice to VIBRANT. Notification of changes to the place of performance from within the United States to a location outside the United States shall be provided by SELLER to VIBRANT at least six months in advance.

## **20. PRECEDENCE**

Any inconsistencies in this Contract shall be resolved in accordance with the following descending order of precedence: (1) face of the Purchase Order, release document, or schedule (including any continuation sheets), as applicable, including any special terms and conditions; (2) these General Terms and Conditions.; and (3) the Statement of Work.

## **21. PRIORITY RATING**

If this Contract contains a DPAS rating, this Contract is a "rated order" certified for national defense, emergency preparedness, and energy program use, and SELLER shall follow all the requirements of the Defense Priorities and Allocation System Regulation (15 C.F.R. Part 700).

## **22. RELEASE OF INFORMATION**

Except as required by law, no public release of any information, or confirmation or denial of same, with respect to this Contract or the subject matter hereof, will be made by SELLER or its subcontractors without the prior written approval of VIBRANT. SELLER shall not use "Vibrant," or any other trademark or logo owned by VIBRANT, in whatever shape or form, without the prior written consent of VIBRANT.

## **23. RETENTION OF RECORDS**

Unless a longer period is specified in this Contract or by applicable law or regulation, SELLER shall retain all records related to this Contract for Seven (7) years from the date of final payment received by SELLER. Records related to this Contract include, but are not limited to, financial, proposal, procurement, specifications, production, inspection, test, quality, shipping and export, and certification records. At no additional cost, SELLER shall timely provide access to such records to the US Government and/or VIBRANT upon request.

## **24. SEVERABILITY**

Each clause, paragraph and subparagraph of this Contract is severable, and if one or more of them are declared invalid, the remaining provisions of this Contract will remain in full force and effect.

## **25. SURVIVABILITY**

All rights, obligations, and duties hereunder, which by their nature or by their express terms extend beyond the expiration or termination of this Contract, including but not limited to warranties, indemnifications, intellectual property (including rights to and protection of intellectual property and proprietary information), and product support obligations shall survive the expiration or termination of this Contract.

## **26. TIMELY PERFORMANCE**

26.1. SELLER's timely performance is a critical element of this Contract. For any expected timely delay of performance SELLER shall inform VIBRANT in writing as soon as SELLER becomes aware of an expected delay.

26.2. Unless advance shipment has been authorized in writing by VIBRANT, VIBRANT may store at SELLER's expense, or return, shipping charges collect, all Work received in advance of the scheduled delivery date.

26.3. SELLER shall provide VIBRANT status of performance of this Contract when requested. In addition, if SELLER becomes aware of an impending labor dispute involving SELLER or any lower tier subcontractor, or any other difficulty in performing the Work, SELLER shall timely notify VIBRANT, in writing, giving pertinent details. These notifications shall not change any delivery schedule.

26.4. In the event of a termination for convenience or change, no claim will be allowed for any manufacture or procurement in advance of SELLER's normal flow time unless there has been prior written consent by VIBRANT.

## **27. TRAVEL COSTS**

27.1. All travel incurred by SELLER in the performance of this Contract is included within the Contract price and shall not be separately reimbursed by VIBRANT unless such travel is expressly authorized in writing in advance by VIBRANT.

27.2. When travel is authorized under this Contract, SELLER shall be reimbursed only for necessary, reasonable, and actual travel expenses for transportation, lodging, meals and incidental expenses only to the extent that they do not exceed the maximum per diem rate in effect at the time of travel, as set forth in the United States Federal Travel Regulations or German Tax law for the area of travel authorized under this Contract. Air travel shall be reimbursed for coach class only. Lodging expenses are reimbursable only where incurred from establishments serving the general public.

27.3. SELLER shall provide a detailed summary of all such costs by category of expense with each invoice. SELLER shall provide a legible receipt for each claimed individual expense exceeding \$50.00 or 50EUR.

## **28. WAIVERS, APPROVALS, AND REMEDIES**

28.1. Failure by either party to enforce any of the provisions of this Contract or applicable law shall not constitute a waiver of the requirements of such provisions or law, or as a waiver of the right of a party thereafter to enforce such provision or law.

28.2. VIBRANT's approval of documents shall not relieve SELLER of its obligation to comply with the requirements of this Contract.

28.3. The rights and remedies of either party in this Contract are cumulative and in addition to any other rights and remedies provided by law or in equity.

## **29. WARRANTY**

SELLER warrants that all Work furnished pursuant to this Contract shall strictly conform to applicable specifications, drawings, samples, descriptions, and other requirements of this Contract and be free from defects in design, material, and workmanship. This warranty shall begin upon final acceptance and extend for a period of one (1) year. If any nonconforming Work is identified within the warranty period, SELLER, at VIBRANT's option, shall promptly repair, replace, or reperform the Work. Transportation of replacement Work, return of nonconforming Work, and reperformance of Work shall be at SELLER's expense. If repair, or replacement, or reperformance of Work is not timely, VIBRANT may elect to return, reperform, repair, replace, or reprocur the non-conforming Work at SELLER's expense. All warranties shall run to VIBRANT and its customers.

## **30. WORK ON VIBRANT AND THIRD-PARTY PREMISES**

30.1. "Premises" as used in this clause means premises of VIBRANT, its customers, or other third parties where Work is being performed.

30.2. SELLER shall ensure that SELLER personnel working on Premises comply with any on-premises policies and: (i) do not bring weapons of any kind onto Premises; (ii) do not manufacture, sell, distribute, possess, use or be under the influence of controlled substances or alcoholic beverages while on Premises; (iii) do not possess hazardous materials of any kind on Premises without VIBRANT's authorization; (iv) remain in authorized areas only; (v) do not conduct any non-VIBRANT related business activities (such as interviews, hirings, dismissals or personal solicitations) on Premises, (vi) do not send or receive non-VIBRANT related mail through VIBRANT's or third party's mail systems; (vii) do not sell, advertise or market any products or memberships, distribute printed, written or graphic materials on Premises without VIBRANT's written permission or as permitted by law; and (viii) follow instruction from VIBRANT in the event of an actual or imminent safety or environmental hazard on Premises.

30.3. All persons, property, and vehicles entering or leaving Premises are subject to search.

30.4. SELLER shall promptly notify VIBRANT and provide a report of any accidents or security incidents involving loss of or misuse or damage to VIBRANT, customer, or third party intellectual or physical assets, and all physical altercations, assaults, or harassment.

30.5. Prior to entry on Premises, SELLER shall coordinate with VIBRANT to gain access. SELLER shall provide information reasonably required by VIBRANT to ensure proper identification of personnel, including, but not limited to verification of citizenship, lawful permanent resident status, protected individual or other status.

30.6. SELLER shall ensure that SELLER personnel: (i) do not remove VIBRANT, customer, or third party assets from Premises without VIBRANT authorization; (ii) use VIBRANT, customer, or third party assets only for purposes of this Contract; (iii) only connect with, interact with or use computer resources, networks, programs, tools or routines authorized by VIBRANT; and (iv) do not share or disclose user identifiers, passwords, cipher keys or computer dial port telephone numbers. VIBRANT may periodically audit SELLER's data residing on VIBRANT, customer, or third party assets on Premises.

- 30.7. VIBRANT may, at its sole discretion, have SELLER remove any specified employee of SELLER from Premises and require that such employee not be reassigned to any Premises under this Contract.
- 30.8. Violation of this clause may result in termination of this Contract in addition to any other remedy available to VIBRANT at law or in equity. SELLER shall reimburse VIBRANT, customer, or third party for any unauthorized use of VIBRANT, customer, or third-party assets.
- 30.9. SELLER shall advise the VIBRANT of any unauthorized direction or course of conduct.
- 30.10. SELLER shall immediately report to VIBRANT all emergencies (e.g., medical, fire, spills or release of any hazardous material) and non-emergency incidents (e.g., job-related injuries or illnesses) affecting the Work. SELLER shall provide VIBRANT with a copy of any reports of such incidents SELLER makes to governmental authorities.

February 2024