

**ROTORK CONTROLS INC.**  
**GENERAL TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES**

These terms and conditions shall apply to any service order made by Customer to the Supplier or written quotation of the Supplier for services issued to the Customer, whether or not these terms and conditions are expressly referenced in the service order or quotation, unless the parties expressly agree in writing that these terms and conditions shall not apply to a specific service order or quotation. In the event of a conflict between the pre-printed terms provided in any service order and these terms and conditions, these terms and conditions shall prevail. All inconsistent or additional terms or conditions in any Customer acknowledgement are expressly objected to and rejected by the Supplier and shall not be applicable to any service orders issued to the Supplier.

**1. INTERPRETATION**

1.1 Definitions. In these Conditions, the following definitions apply:

**Bankruptcy Law:** has the meaning set forth in clause 9.1(c).

**Business Day:** a day (other than a Saturday, Sunday or public holiday) when banks in the State of New York are open for business.

**Charges:** the charges payable by the Customer for the supply of the Services in accordance with clause 5.

**Conditions:** these General Terms and Conditions for the Supply of Services and as they may be amended, restated or otherwise modified from time to time in accordance with clause 12.8.

**Conditions of Sale:** The Supplier's General Terms and Conditions for the Sale of Goods.

**Confidential Information:** has the meaning set forth in clause 7.1.

**Contract:** the contract between the Supplier and the Customer for the supply of Services comprising these Conditions, and any quotations, acceptance, Orders, Scope of Works, schedules or any other connected documentation, in each case agreed to in writing by the Seller.

**Customer:** the Person who purchases the Services from the Supplier.

**Customer Default:** has the meaning set forth in clause 4.2.

**Deliverables:** the deliverables to be supplied by the Supplier for the Customer as set out in the Scope of Work and to be subject where applicable to the Conditions of Sale.

**Disclosing Party:** has the meaning set forth in clause 7.1.

**Force Majeure Event:** has the meaning set forth in clause 12.1.

**Intellectual Property Rights:** all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

**Notice of Warranty Claim:** Has the meaning set forth in clause 3.6(a).

**Order:** the order by the Customer for the supply of Services.

**Payment Due Date:** has the meaning set forth in clause 5.4(a).

**Person:** a natural person, corporation, partnership, limited liability company or other entity (whether or not having a separate legal personality).

**Receiving Party:** has the meaning set forth in clause 7.1.

**Services:** the services, including the Deliverables, to be supplied by the Supplier to the Customer as set out in the Scope of Work.

**Scope of Work:** the description or scope of work for the Services provided in writing by the Supplier to the Customer or the description of the Services provided by the Customer to the Supplier and agreed to by the Supplier.

**Supplier:** Rotork Controls Inc.

**Supplier Materials:** has the meaning set forth in clause 4.1(g)

1.2 **Construction.** In these Conditions, the following rules apply:

- (a) A reference to a party includes its personal representatives, successors or permitted assigns.
- (b) A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- (c) Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- (d) A reference to **writing** or **written** includes faxes and e-mails.

## 2. **BASIS OF CONTRACT**

2.1 The Order constitutes an offer by the Customer to purchase Services in accordance with these Conditions.

2.2 The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order at which point and on which date the Contract shall come into existence.

2.3 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Supplier which is not set out in the Contract.

2.4 Any samples, drawings, descriptive matter or advertising issued by the Supplier, and any descriptions or illustrations contained in the catalogs or brochures of the Supplier, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract nor have any force or effect.

2.5 Subject to clause 2.7, these Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.6 Any quotation given by the Supplier shall not constitute an offer, and is only valid for a period of 30 Business Days from its date of issue.

2.7 Any systems, equipment or other goods supplied further to the delivery of the Services shall additionally be subject to the Conditions of Sale.

## 3. **SUPPLY OF SERVICES; WARRANTY**

3.1 The Supplier shall supply the Services to the Customer in accordance with the warranty provided in clause 3.4.

- 3.2 The Supplier shall make commercially reasonable efforts to meet any performance dates specified in the Scope of Work, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 3.3 The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any event if such changes are material.
- 3.4 The Supplier warrants that on delivery, and for a period of 3 months from the date of delivery (**'Warranty Period'**), the Services shall:
- (a) conform in all material respects with the Scope of Work; and
  - (b) be provided in accordance with the trade standards generally followed in the Supplier's industry.
- 3.5 **THE WARRANTY PROVIDED UNDER CLAUSE 3.4 IS THE SOLE WARRANTY PROVIDED BY THE SUPPLIER FOR THE SERVICES. THE SUPPLIER EXPRESSLY DISCLAIMS IN FULL ALL OTHER WARRANTIES RELATED TO THE SERVICES, WHETHER EXPRESS OR IMPLIED. THIS DISCLAIMER AND LIMITATION SHALL SURVIVE THE TERMINATION OF THE CONTRACT.**
- 3.6 Subject to clause 3.7, if:
- (a) the Customer gives notice in writing to the Supplier during the warranty period within a reasonable time of discovery that some or all of the Services do not comply with the warranty set forth in clause 3.4 (**'Notice of Warranty Claim'**); and
  - (b) the Supplier is given a reasonable opportunity of examining and responding to the Notice of Warranty Claim;
- then the Supplier shall, in its sole and absolute discretion, re-perform the deficient portion of the Services, or refund the portion of the price for the Services related to the deficiently-performed Services. **This clause 3.6 contains the sole obligation of the Supplier for any breach of warranty claim made under clause 3.4 or otherwise under the Contract.** The Supplier shall otherwise have no other liability to the Customer in respect of the failure of the Services to comply with the warranty set out in clause 3.4. The foregoing limitations shall survive the termination of the Contract.
- 3.7 Further to clause 3.6, the Supplier shall not be liable for Services' failure to comply with the warranty set out in clause 3.4 in any of the following events:
- (a) the defect arises because the Customer failed to follow the Supplier's oral or written instructions in respect of the Services or (if there are none) standard trade practice in the Supplier's industry;
  - (b) the defect arises as a result of the Supplier following any drawing, design or Scope of Work supplied by the Customer;
  - (c) the Customer alters or repairs such Services without the written consent of the Supplier;
  - (d) the defect arises as a result of fair wear and tear, willful damage, negligence, or abnormal storage or working conditions; or
  - (e) the Services differ from the Scope of Work as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

3.8 These Conditions shall apply to any replacement or re-performed Services supplied by the Supplier. In the case that any replacement or re-performed Services are carried out on goods supplied by the Supplier and are under warranty, the warranty on those goods shall be for 3 months from the date of repair or replacement Services or their original warranty period, whichever is longer.

3.9 For the avoidance of doubt, the Conditions of Sale and the warranty provided thereunder shall apply to any goods (which shall include, without limitation, spare parts, materials and any ancillary or replacement goods) provided with the Services under these Conditions. The Conditions of Sale are available to download from the Supplier's website at <http://www.rotork.com/en/about-us/index/termsandconditions> and the Customer acknowledges that it has read and agrees to the Conditions of Sale.

#### 4. OBLIGATIONS OF THE CUSTOMER

4.1 The Customer shall:

- (a) ensure that the terms of the Order and any information it provides in the Scope of Work are complete and accurate;
- (b) cooperate with the Supplier in all matters relating to the Services;
- (c) provide the Supplier, its employees, agents, consultants and subcontractors, with access to the premises of the Customer, office accommodation and other facilities as reasonably required by the Supplier;
- (d) provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects;
- (e) prepare the premises of the Customer for the supply of the Services;
- (f) obtain and maintain all necessary licenses, permissions and consents which may be required before the date on which the Services are to start;
- (g) keep and maintain all materials, equipment, documents and other property of the Supplier ('**Supplier Materials**') at the premises of the Customer in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the written instructions or authorization of the Supplier;
- (h) fulfill any other relevant obligations specified in the Scope of Work; and
- (i) comply with all applicable federal, state, provincial and local laws, orders, rules and regulations.

4.2 If the performance of the Supplier of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation ('**Customer Default**')

- (a) the Supplier, without limiting its other rights or remedies, shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays the performance of the Supplier of any of its obligations;

- (b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the failure or delay of the Supplier to perform any of its obligations as set out in this clause 4.2; and
- (c) the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

## 5. CHARGES AND PAYMENT

5.1 The Charges for the Services shall be on a time and materials basis:

- (a) the Charges shall be calculated in accordance with the standard daily fee rates of the Supplier, as provided in writing to the Customer by the Supplier;
- (b) the standard daily fee rates of the Supplier for each individual are calculated on the basis of an eight-hour day from 8.00 am to 5.00 pm worked on Business Days;
- (c) the Supplier shall be entitled to charge an overtime rate in accordance with the standard daily fee rate information provided by the Supplier to the Customer for any time worked by individuals whom it engages on the Services outside the hours referred to in clause 5.1(b);
- (d) the Supplier shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Supplier for the performance of the Services, and for the cost of any materials. The Supplier shall also be entitled to charge the Customer an additional 10% administrative surcharge in relation to these expenses;
- (e) the Supplier shall be entitled to charge the Customer for all waiting time. These amounts shall be calculated in accordance with clause 5.1(a); and
- (f) the Supplier shall be entitled to charge the Customer for all travelling time to the Customer's site from the Supplier's closest office for up to a maximum of twelve consecutive hours in accordance with clause 5.1(a). The Supplier shall make no charge in the event of a delay which is not attributable to the Customer. In the event the Customer is responsible for a delay, this Charge shall be made for waiting in accordance with clause 5.1(e) and shall not count towards travelling time.

5.2 The Supplier reserves the right to increase its standard daily fee rates, provided that such charges cannot be increased more than once in any 12 month period. The Supplier will give the Customer written notice of any such increase 3 month(s) before the proposed date of the increase. If such increase is not acceptable to the Customer, it must notify the Supplier in writing within 4 weeks of the date of the notice provided by the Supplier and the Supplier shall have the right, without limiting its other rights or remedies, to terminate the Contract by giving 2 weeks' written notice to the Customer. If the Customer does not notify the Supplier in writing of any objection to such fee rate increase within such 4-week period, the Customer shall be deemed to have accepted the fee rate increase.

5.3 The Supplier shall invoice the Customer on completion of the Services.

5.4 The Customer shall pay each invoice submitted by the Supplier:

- (a) within 30 days of the date of the invoice (the last day of such period, the '**Payment Due Date**'); and
- (b) in full and in cleared funds to a bank account nominated in writing by the Supplier.

- 5.5 Time for payment shall be of the essence of the Contract.
- 5.6 All amounts payable by the Customer under the Contract are exclusive of all applicable sales, use, excise and other taxes. The Customer shall be responsible for paying all such applicable taxes pursuant to the Contract.
- 5.7 Without limiting any other right or remedy of the Supplier, if the Customer fails to make any payment due to the Supplier under the Contract by the Payment Due Date, the Supplier shall have the right to charge interest on the overdue amount at the rate of 4% per annum above the then current base rate of BARCLAYS BANK PLC accruing on a daily basis from the Payment Due Date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly.
- 5.8 The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against the Supplier in order to justify withholding payment of any such amount in whole or in part. The Supplier may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Customer to the Supplier.

## 6. INTELLECTUAL PROPERTY RIGHTS

- 6.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by the Supplier.
- 6.2 The Customer acknowledges that, in respect of any third party Intellectual Property Rights, the use by the Customer of any such Intellectual Property Rights depends on the Supplier obtaining a written license from the relevant licensor on such terms as will entitle the Supplier to license such rights to the Customer.
- 6.3 All Supplier Materials are the exclusive property of the Supplier.

## 7. CONFIDENTIALITY

- 7.1 A party (**'Receiving Party'**) shall keep in strict confidence all technical or commercial know-how, Scope of Works, inventions, processes or initiatives which are of a confidential nature and have been disclosed to, or otherwise obtained by, the Receiving Party by the other party (**'Disclosing Party'**), its employees, agents or subcontractors, and any other confidential information concerning the business of Disclosing Party or its products or its services which the Receiving Party may obtain (**'Confidential Information'**). Notwithstanding the foregoing, Confidential Information does not include (i) information already in the Receiving Party's possession other than because of a breach of this clause 7 or (ii) information in the public domain other than because of a breach of this clause 7. The foregoing obligation does not apply when there is an obligation to disclose the Confidential Information because of any applicable law or requirement of any competent regulatory authority, whether made by notice or otherwise; provided, however, that in such case, the Receiving Party must make commercially reasonable efforts to inform the Disclosing Party of such requirement prior to making any such required disclosure of Confidential Information unless doing so is infeasible or would itself violate any applicable law.
- 7.2 The Receiving Party shall restrict disclosure of the Confidential Information to only such of its employees, agents or subcontractors as need to know it for the purpose of discharging the obligations of the Receiving Party under the Contract, and shall ensure that such employees,

agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party.

7.3 This clause 7 shall survive termination of the Contract for a period of 10 years.

## 8. LIMITATION OF LIABILITY

8.1 Nothing in these Conditions shall limit or exclude the liability of the Supplier for:

- (a) death or personal injury caused by the gross negligence or willful misconduct of Supplier, or the gross negligence or willful misconduct of its employees, agents or subcontractors; or
- (b) fraud or fraudulent misrepresentation.

8.2 **Subject to clause 8.1:**

- (a) **the Supplier shall under no circumstances whatsoever, except as limited by applicable law, be liable to the Customer, whether in contract, tort (including negligence), breach of warranty, breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss, or punitive damages arising under or in connection with the Contract; and**
- (b) **the total liability of the Supplier to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of warranty, breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Contract.**

8.3 **For the avoidance of doubt, the limitations set forth in clause 8.2 are in addition to and supplement all limitations set forth in clauses 3.5 to 3.7 inclusive.**

8.4 **Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are excluded from the Contract to the fullest extent permitted by law.**

8.5 This clause 8 shall survive termination of the Contract.

## 9. TERMINATION

9.1 Without limiting its other rights or remedies, each party may terminate the Contract at its option with immediate effect by giving written notice to the other party if:

- (a) without limiting the terms of clause 9.2, the other party commits a breach of the Contract and, if such a breach is remediable, fails to remedy that breach within 14 days of receipt of notice in writing of the breach;
- (b) the other party commits a material breach of the Contract not remediable within 14 days;
- (c) pursuant to or within the meaning of any United States Bankruptcy Code or any other federal or state law relating to insolvency or relief of debtors (a '**Bankruptcy Law**'), the other party (a) commences a voluntary case or proceeding; (b) consents to the entry of an order for relief against it in an involuntary case; (c) consents to the appointment of a trustee, receiver, assignee, liquidator or similar official; (d) makes an assignment for the benefit of creditors; or (e) admits in writing its inability to pay its debts as they become due;
- (d) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that (a) is for relief against the other party in an involuntary case; (b) appoints a trustee, receiver, assignee, liquidator or similar official for the other party or

- substantially all of the other party's properties, or (c) orders the liquidation of the other party, and in each case the order or decree is not dismissed within 60 days;
- (e) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 9.1(c) or clause 9.1(d); or
  - (f) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.
- 9.2 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract by the Payment Due Date.
- 9.3 Without limiting its other rights or remedies, each party shall have the right to terminate the Contract by giving the other party 30 days' written notice.
- 9.4 Without limiting its other rights or remedies, the Supplier shall have the right to suspend provision of the Services under the Contract or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in clause 9.1(c) to clause 9.1(f) inclusive, or the Supplier reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under the Contract by the Payment Due Date.

## **10. CONSEQUENCES OF TERMINATION**

On termination of the Contract for any reason:

- (a) the Customer shall immediately pay to the Supplier all of the outstanding unpaid invoices of the Supplier together with any interest that has accrued thereon pursuant to clause 5.7 and, in respect of Services supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- (b) the Customer shall return all of the Supplier Materials and any Deliverables for which the Customer has not fully paid the Supplier. If the Customer fails to do so, then the Supplier may at its option enter the premises of the Customer and take possession of them or invoice the Customer for them. Until they have been returned or payment for an invoice issued by the Supplier to the Customer for the Supplier Materials has been paid, the Customer shall be a bailee solely responsible for the safekeeping of the Supplier Materials and will not use the Supplier Materials for any purpose not connected with the Contract;
- (c) the accrued rights, remedies, obligations and liabilities of the parties as of the termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination; and
- (d) clauses which expressly or by implication have effect after termination shall continue in full force and effect.

## **11. SAFETY**

- 11.1 The Supplier and the Customer shall follow the more stringent safety procedures of the Supplier or the Customer during the performance of the Contract as determined by the Supplier in its sole and absolute discretion. The Supplier's safety policy is available upon written request by the Customer and is available to download from the Supplier's website at:



- 11.2 The Supplier shall be entitled to suspend work if, in its sole and absolute discretion, it determines it is not safe to work. To the extent that unsafe circumstances are attributable to the Customer, the Supplier shall be entitled to charge the Customer for waiting in accordance with clause 5.1(e) until the Customer remedies the unsafe circumstances.

## 12. GENERAL

### 12.1 Force majeure:

- (a) For the purposes of the Contract, a '**Force Majeure Event**' means an event beyond the reasonable control of the Supplier including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion or unrest, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
- (b) The Supplier shall not be liable to the Customer as a result of any delay or failure to perform its obligations under the Contract as a result of a Force Majeure Event.
- (c) If the Force Majeure Event prevents the Supplier from providing any of the Services for more than 12 weeks, the Supplier shall, without limiting its other rights or remedies, have the right to terminate the Contract immediately by giving written notice to the Customer.

### 12.2 Assignment and subcontracting:

- (a) The Supplier may at any time, and from time to time, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent. Accordingly, but without limiting the foregoing, the Customer acknowledges that the Supplier is a member of the group of companies whose holding company is Rotork p.l.c., and the Supplier may perform any of its obligations or exercise any of its rights hereunder by itself or through any other member of its group, provided that any act or omission of any such other member shall be deemed to be the act or omission of the Supplier.
- (b) The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

### 12.3 Notices:

- (a) Any notice or other communication required to be given to a party under or in connection with the Contract shall be in writing and shall be delivered to the other party personally or sent by first-class mail, postage prepaid, return-receipt requested or by overnight courier, at its principal place of business, or sent by fax to the other party's main fax number.
- (b) Any notice or communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by prepaid first-class mail, postage prepaid, return-receipt requested, at 9.00 am on the third

Business Day after mailing, or if delivered by overnight courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by fax, on the next Business Day after transmission.

- (c) This clause 12.3 shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of this clause only, "writing" shall not include e-mails and, for the avoidance of doubt, notice given under the Contract shall not be validly served if sent by e-mail.

12.4 Waiver:

- (a) A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- (b) Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

12.5 Severability:

- (a) If a court or any other competent authority finds that any provision (or part of any provision) of the Contract is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- (b) If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

12.6 No partnership: Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

12.7 Third parties: A person who is not a party to the Contract shall not have any rights under or in connection with it.

12.8 Variation: Except as set out in these Conditions, any variation, including any additional terms and conditions, to the Contract shall only be binding when agreed in writing and signed by the Supplier.

12.9 Governing law: The laws of the State of New York, without giving effect to their conflicts of law principles that would cause another jurisdiction's laws to apply, govern all matters arising out of or relating to the Contract and all of the transactions it contemplates, including, without limitation, its validity, interpretation, construction, performance and enforcement.

12.10 Venue: The parties hereto hereby irrevocably consent to the exclusive jurisdiction of state courts or federal courts having situs with Monroe County, State of New York, and irrevocably agree that all actions or proceedings related to the Contract and any Order issued hereunder shall be litigated in such courts, and each party waives any defense of forum non conveniens and agrees to be bound by any judgment rendered thereby in connection with the Contract or such Order.

### 13. COMPLIANCE WITH LAWS; ANTI-BRIBERY AND CORRUPTION

13.1 The Customer shall comply with, and the Customer represents and warrants that its purchase of the Goods and Services provided hereunder will comply with, all applicable federal, state, provincial and local laws, orders, rules and regulations.

13.2 In addition to the foregoing, the Customer shall:

- (a) comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ('Relevant Requirements');
- (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- (c) comply with the Supplier's Ethics and Values Statement (the latest version of which is available to download from <http://www.rotork.com/master-popup/4433>) ('Relevant Policy').
- (d) have and shall maintain in place throughout the term of this agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Policy and clause 13.2 (b), and will enforce them where appropriate;
- (e) promptly report to the Supplier any request or demand for any undue financial or other advantage of any kind received by the Customer in connection with the performance of this agreement;
- (f) The Customer shall ensure that any Person associated with the Customer who is performing services or providing goods in connection with this agreement does so only on the basis of a written contract which imposes on and secures from such Person terms equivalent to those imposed on the Customer in this clause 13. The Customer shall be responsible for the observance and performance by such Persons of the Relevant Terms, and shall be directly liable to the Supplier for any breach by such Persons of any of the Relevant Terms.
- (g) Breach of this clause 13 shall be deemed a material breach of the Contract and the Supplier shall be entitled to immediately terminate the Contract without liability to the Customer.
- (h) For the purpose of this clause 13, the meaning of adequate procedures and whether a Person is associated with another Person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act) and section 8 of that Act respectively. For the purposes of this clause 13 a Person associated with the Customer includes but is not limited to any subcontractor of the Customer