

**BELIZE SUGAR INDUSTRIES LIMITED  
AND ITS SUBSIDIARIES  
PROCUREMENT TERMS AND CONDITIONS  
(Effective September 26, 2016)**

**1. PURCHASE AND SALE.**

In the absence of a written agreement signed by Vendor and Belize Sugar Industries Limited or any of its subsidiaries (each, a "Buyer"), these terms and conditions (the "Terms") are the only terms upon which Buyer is prepared to contract with Vendor, shall govern the purchase of Services or Goods by Buyer to the exclusion of all other terms or conditions and any variation of the Terms shall have no effect, unless expressly agreed in writing by Buyer. Purchase orders, including all exhibits, schedules and specifications, proposals or other documents attached thereto (the "Purchase Order") submitted by Buyer shall be deemed to be an offer by Buyer to purchase Services or Goods subject to these Terms. The acceptance, implied or express, of a Purchase Order shall constitute acceptance of the Terms and the specific conditions set out in the Purchase Order (which together, form the "Contract"). Purchases made by a Buyer are done so individually (not jointly with any other Buyer).

**2. SERVICES.**

2.1. Vendor shall perform the services described in the Purchase Order (the "Services"). The Services shall be performed in accordance with, and satisfy the requirements of, the Contract and all applicable laws, rules, codes and regulations (collectively, the "Law"). Buyer shall be responsible only for those items specifically identified in the Purchase Order. Buyer shall reimburse Vendor for costs of any project or job site permits.

2.2. Vendor shall provide all employees and subcontractors ("Vendor's Workforce") it deems necessary to perform the Services. Vendor shall have full control over Vendor's Workforce in the performance of the Services and the sole obligation to hire, discipline, discharge, compensate and instruct Vendor's Workforce. Vendor's Workforce shall have the experience and qualifications that are necessary for the proper performance of the Services in a professional manner.

2.3. Subject to any exclusions specifically set forth in the Purchase Order, Vendor shall furnish, and be exclusively responsible for, all tools, vehicles, equipment or other personal property necessary for the performance of the Services (collectively, "Vendor's Equipment"). Vendor's Equipment must be suitable for the hazardous classification of the building, area, or process in which it shall be utilized. Buyer shall not be responsible to provide job site security against, nor liable for, vandalism, theft, breakage or damage to any Vendor's or Vendor's Workforce's materials, Vendor's Equipment, or materials incorporated into the Services, unless caused by the gross negligence of Buyer or its invitees.

2.4. Vendor shall not use nor operate Buyer's tools, vehicles, equipment or other personal property ("Buyer's Equipment") without Buyer's consent. If consent is given, Vendor acknowledges that Buyer's Equipment (a) is provided "as-is", without representation or warranty, express or implied; (b) is used by Vendor with Vendor's assumption of all risks arising from its use of the equipment; and (c) may only be used by members of Vendor's Workforce who are qualified to operate the equipment.

2.5. Unless otherwise directed by Buyer, Vendor shall commence performance of the Services immediately upon receipt of the Purchase Order and achieve Substantial Completion of the Services by the specific date set forth in the Purchase Order. "Substantial Completion" shall mean that Vendor has timely completed the performance of Services, but for the items identified in Section 2.6.

2.6. Vendor shall achieve Final Completion of the Services within two weeks of the date of achieving Substantial Completion, unless otherwise provided for in the Purchase Order. "Final Completion" shall mean (a) Substantial Completion has been achieved; (b) all punchlist items, final site cleanup and site restoration have been completed to Buyer's satisfaction; and (c) Vendor has delivered to Buyer, as applicable, (i) all certificates and other necessary approvals evidencing completion of the Services issued by governing authorities and architect; (ii) satisfactions of lien for any claims of lien filed on account of the Services (unless transferred to bond by Vendor); (iii) final or "as built" drawings and specifications for the Services, including all equipment and systems designed and installed as part of the Services; (iv) all warranties; (v) copies of the all operation, maintenance, overhaul and parts manuals and all software and such other technical data for all equipment, appliances and other components tendered as part of the rendition of the Services; (vi) all confidential information; and (vii) any other documents, items, materials, equipment or work required to be provided or returned by Vendor pursuant to the Contract.

2.7. If Vendor is unable to timely perform Services by the dates set forth in the Purchase Order for reasons not arising from or attributable to Vendor, then (a) such dates shall be equitably extended or (b) upon prior approval by Buyer, Vendor may incur overtime and Buyer shall pay Vendor for the overtime charges incurred in connection therewith, and such overtime charges shall be at the rate provided in the Contract or which forms the basis for the charges.

2.8. Buyer shall exclusively own all right, title and interest in and to any Deliverable tendered as part of Services. "Deliverable" refers to all works or authorships which arise out of the Services and which Vendor prepares, whether in whole or in part and whether alone or with others, during its engagement by Buyer at Buyer's expense. Vendor warrants that Buyer shall have the exclusive right to copyright, reproduce or publish, without restriction or limitation, the Deliverables or any components thereof, in all media of expression now known or as developed in the future. Vendor further acknowledges and agrees that its work under the Contract and the Deliverables shall be considered "Buyer's exclusive property" under all copyright laws applicable to such Services and Deliverable. If for any reason such work and the Deliverables do not qualify as "Buyer's exclusive property", or Buyer does not obtain all the foregoing rights to the Deliverables, or any such rights of Buyer are restricted or limited, then Vendor hereby grants to Buyer a worldwide, exclusive, perpetual and royalty free license to use, reprint and publish the Deliverables in any way Buyer desires. Vendor agrees to do everything reasonably necessary during and after its engagement and without charge to Buyer to enable Buyer to secure and protect its ownership rights in such Deliverables.

2.9. If the Services involve the receiving, storing, processing, packaging, warehousing or shipping of any goods, materials, equipment, or products owned by Buyer (collectively, "Buyer's Products"), all Buyer's Products remain the property of Buyer while in the possession or control of Vendor. Vendor unconditionally waives any and all claims of ownership or liens on, or security interest in, Buyer's Products (excluding warehouseman's liens up to, but not exceeding, the value of unpaid fees for Services rendered). If requested by Buyer, Vendor shall store, maintain or warehouse Buyer's Products in areas that are separated from the goods of Vendor and any third party. Vendor shall bear the risk of loss for Buyer's Products while in Vendor's possession or control. Upon

reasonable prior notice to Vendor, Buyer or its agents or authorized creditor shall have the right at any time to enter upon Vendor's premises to inspect or remove Buyer's Products.

2.10. Vendor represents that it is not a party to, or bound by, any contract or commitment, including confidentiality or non-compete covenants, which now or in the future could interfere with its the performance of Services.

2.11. If Vendor fails to timely perform the Services in accordance with the Contract, and such default is not cured by Vendor within five (5) calendar days after receipt of written notice thereof, then Buyer may terminate the Purchase Order or the Contract. In such case, Vendor shall not be entitled to receive any further payment under the Contract until all Services are completed. Notwithstanding the foregoing, if expense is incurred (including costs and fees) by Buyer for completing the Services which exceeds the Price, Buyer may offset against any remaining payments owed Vendor the costs Buyer incurred in completing the Services or, if such sums are insufficient, Vendor shall promptly pay Buyer upon demand the amount of such excess costs incurred by Buyer.

### **3. GOODS.**

3.1. Vendor shall sell to Buyer the equipment, goods, materials, food grade products ("Food Goods"), software and/or systems as described in the Purchase Order (collectively, the "Goods"). The Goods shall possess all features, shall satisfy and perform in accordance with all specifications and performance requirements and be fit for its intended purpose as set forth in the Contract and Technical Data (Section 3.7) (collectively, the "Performance Requirements"). Goods shall be new, unless otherwise specified in the Purchase Order.

3.2. No charge shall be allowed for packing or shipping of Goods, unless otherwise specified in the Purchase Order. Shipments shall be packed to secure the lowest transportation costs, while protecting the Goods from damage or deterioration. Packing lists must be included with all shipments and must reference the applicable Purchase Order number. Shipments not accompanied by packing lists shall be conclusively deemed to be in the amount of Buyer's count or weight determined by Buyer. Buyer is not obligated to accept any Goods which are of excess quantities, materially untimely or under-shipments in whole or in part, and such shipments may be returned at Vendor's expense and risk. All shipments of Goods consisting of hazardous materials must be accompanied by five (5) copies of the applicable Material Safety Data Sheets ("MSDS") in a format that complies with applicable Law and is acceptable to Buyer. Shipments of any such hazardous materials without the required MSDS shall be subject to the provisions of Section 3.10 below.

3.3. The "Delivery Location" for Goods is Buyer's facility, unless otherwise specified in the Purchase Order. The Goods and Technical Data (Section 3.7) shall be timely delivered.

3.4. Title and risk of loss to Goods shall transfer to Buyer at the Delivery Location.

3.5. Prior to delivery, Vendor shall perform all inspections and tests necessary to substantiate that the Goods conform to the Performance Requirements and the Contract. Buyer has the right to inspect the Goods and Vendor's facility, processes and procedures, including inspecting and witnessing factory acceptance testing of the Goods at Vendor's facility to the extent possible and practical ("FAT"). FAT shall be of sufficient duration to demonstrate full operation and completion of each cycle or function of the Goods to Buyer's complete satisfaction. Prior to FAT, Vendor shall provide Buyer a FAT checklist and procedures applicable to the Goods in a format satisfactory to Buyer and complete copies of all Technical Data. In the event the Goods fail to successfully pass FAT within ten (10) business days from the date of scheduled FAT, Buyer may

reject the Goods and all payments made to date shall be refunded to Buyer.

3.6. Acceptance of Goods is subject to Buyer's inspection at reasonable times and places. Payment alone does not constitute acceptance of Goods. No inspection, test or delay, the failure to inspect, test or discover any defect, the payment of invoices or the transfer of title shall relieve Vendor of any of its obligations, or impair any of Buyer's rights or remedies, under the Contract.

3.7. Vendor shall provide Buyer with the technical documents identified in the Purchase Order ("Technical Data") at no additional cost to Buyer, unless otherwise provided for in the Purchase Order.

3.8. Vendor shall provide applicable engineering, installation, training and other technical assistance services in regard to the installation, operation and maintenance of the Goods immediately following delivery of the Goods ("Technical Assistance"). There shall be no charge for Technical Assistance, unless specifically provided for in the Purchase Order. Technical Assistance is considered "Services" and shall be performed in accordance with, and subject to, the provisions contained in Section 2 hereinabove.

3.9. Upon acceptance of the Goods, and where applicable, Vendor shall provide a complete list of spare parts for the Goods ("Spare Parts") in the format requested by Buyer. Vendor shall provide Spare Parts price and delivery quotations to Buyer on request and promptly process applicable Purchase Orders for same. Spare Parts are considered Goods hereunder. If Vendor intends to cease manufacture of Spare Part during the normal duration of the life of the Good, Vendor shall give Buyer ninety (90) calendar days advance notice and make available to Buyer such Spare Parts at a fair and reasonable price and in such quantity and quality as Buyer may reasonably require for the purposes of future repair or replacement of the Goods.

3.10. If Vendor fails to timely deliver the Goods or, at the time of Delivery, the Goods fail to conform with the requirements of the Contract, Buyer may: (a) reject and return the Goods for full credit or refund, including freight charges; (b) require Vendor to correct or replace the Goods; (c) correct the non-conformity itself; (d) obtain replacement Goods from another source; or (e) retain the Goods and receive a price adjustment for loss of value. Vendor shall reimburse Buyer for the costs it incurs in any correction or replacement of the Goods or in its reduction in value, if the Goods are retained.

3.11. For Goods that are stock items and otherwise conforming to the Contract ("Stock Goods"), Buyer may at any time cancel the Contract or the applicable Purchase Order and/or return to Vendor any Stock Goods and receive a full refund of any amounts paid by Buyer towards the purchase of such Stock Goods; however, any return of Stock Goods shall be at Buyer's expense and must be made within thirty (30) calendar days of Buyer's acceptance of the Goods.

### **4. BUYER'S PROPERTIES.**

4.1. Vendor acknowledges, and shall advise Vendor's Workforce, that the premises upon or around which Services shall be performed or Goods delivered (the "Properties"), contain inherent risks and hazards and, as a part of or in addition to the indemnity provided in Section 8 hereof, Vendor shall indemnify Buyer with respect to any claims by Vendor's Workforce. If Vendor accesses the Properties, Vendor does so voluntarily and assumes all risks of loss, damage, costs or injury that may be sustained by Vendor, Vendor's Workforce or Vendor's goods in or on the Properties and waives any claims whatsoever based upon the condition of the Properties, including any latent or hidden defects, and existing improvements thereon. Buyer expressly disclaims any warranties, expressed or implied, as to the suitability of the Properties for the performance of Services or the suitability of any drawings and specifications (or other documents, data or

surveys provided to Vendor) for their intended purpose. Vendor and Vendor's Workforce shall abide by Buyer's "Company Rules and Regulations" (the "Rules") governing contractors while on the Properties, and the Rules are incorporated as a part of this Contract. The Rules for are located at [www.asr-group.com](http://www.asr-group.com) under the tab "DOCUMENT DOWNLOADS".

4.2. If a claim of lien (a "Claim") is filed against any of Buyer's properties, Vendor will, within ten (10) calendar days from Vendor's receipt of notice of the Claim, cause the Claim to be satisfied, or in the alternative, to be transferred to a bond. If any Claims are not cleared of record within said ten (10) calendar days, Buyer may settle, satisfy or bond-off such Claim at Vendor's cost and off-set such cost against any amounts due Vendor under the Contract, and Buyer shall be entitled to all other remedies available at Law or in equity.

## **5. VENDOR'S WARRANTIES AND COVENANTS.**

5.1. In addition to any other warranties contained in the Contract or provided by Law, Vendor warrants and covenants that:

(a) The Services shall be performed in a timely, professional, safe and workmanlike manner in accordance with, and in satisfaction of, the requirements of the Contract, the Rules and Law; and

(b) All Goods and material, equipment and supplies furnished as part of Services (i) shall satisfy, and perform in accordance with, the Performance Requirements; (ii) be free from faults or defects in design, workmanship and materials; (iii) are manufactured and supplied in compliance with all applicable Law; (iv) are free from liens or other title encumbrances or defects; (v) can be used by Buyer without infringing or violating the intellectual property rights of any third parties; and (vi) are free from any contamination by hazardous or toxic wastes, chemicals or materials of any kind.

5.2. As to Food Goods, including food grade packaging and processing aids, Vendor further warrants that (a) as of the date of delivery, the Food Goods (i) shall not be adulterated, misbranded or unsafe; (ii) shall comply with the Belize Food and Drugs Act (the "Act"), as amended, and any other applicable food and drug law, the provisions of which are substantially similar to those in the Act; (iii) shall conform to the specifications; and (iv) if required by Buyer, shall have Kosher certification; (b) Vendor has obtained and shall maintain all necessary permits, registrations and licenses required to manufacture and supply the Food Goods; and (c) Vendor and the Food Goods are in compliance with all applicable Law, including those relating to "Good Manufacturing Practices", labeling, packaging, storage and transportation of the Food Goods.

5.3. Vendor shall obtain similar warranties and covenants from each of its subcontractors and suppliers to that set forth in Section 5.1, which warranties and covenants shall run in favor of Buyer.

5.4. The Services and Goods shall satisfy the specifications and requirements of the Contract and be free from faults or defects in design, workmanship and materials for the longer of one year from the completion of performance of the Services or delivery of the Goods, unless a longer period is set forth in the Purchase Order (the "Warranty Period"). Notwithstanding the foregoing, the Warranty Period for Goods such as roofs, air conditioning units, other major components, and Food Goods shall be for such longer periods of time as is customary for those goods and materials or as otherwise required by the Contract.

5.5. Approval of Vendor's designs or specifications, or acceptance of the Services or Goods shall not prejudice Buyer's warranty rights under the Contract. All warranties shall survive inspection, acceptance and payment by Buyer. The establishment of a Warranty Period relates only to the specific obligation of Vendor to correct the breach of the warranties set

forth in Section 5 and does not establish a period of limitation with respect to any other warranty or obligation under the Contract.

5.6. Vendor shall promptly correct faults or defects in the Services or Goods or cure any other breaches of its warranties at its expense ("Warranty Services").

5.7. If Vendor fails to satisfactorily perform Warranty Services in regard to Services, Buyer may (a) correct such faults or defects or (b) have the Services re-performed or completed by third a party. Vendor shall reimburse Buyer for costs incurred in the correction, re-performance or completion of the Services.

5.8. If Vendor fails to satisfactorily perform Warranty Services in regard to Goods, Buyer may (a) return the Goods for full credit or refund, including freight charges; (b) require Vendor to replace the Goods; (c) correct the Goods itself; (d) obtain replacement Goods from another source; or (e) retain the Goods and reduce the Price for loss of value. Vendor shall reimburse Buyer for costs it incurred in the correction or replacement of the Goods or in its reduction in value, if retained.

5.9. Buyer, at its discretion, may offset against any payments owing Vendor the costs Buyer incurred in correcting any faults or defects in Services or the Goods or curing any other breaches of warranty that otherwise should have been corrected by Vendor as Warranty Services.

## **6. PRICE AND PAYMENT.**

6.1. Buyer shall pay Vendor the price for the Services or Goods as set forth in the Purchase Order (the "Price"). The Price includes all taxes except sales tax. Vendor shall not collect sales tax if an exemption is available.

6.2. Vendor shall invoice Buyer promptly after delivery of the Goods or completion of the Services, unless otherwise provided for in the Purchase Order. Invoices shall be sent to the billing address indicated in the Purchase Order. Buyer's Purchase Order number must be stated on Vendor's invoice in order for it to be timely processed. Invoices properly bearing a Purchase Order number shall be paid within thirty (30) calendar days of Buyer's receipt of the invoice or upon such other terms as may be specified in the Purchase Order. Invoices which do not bear a Purchase Order number shall be returned to Vendor for re-invoicing and payment due dates and time for taking discounts shall be extended accordingly. Payment of invoices does not constitute a release of any of Vendor's obligations under the Contract.

6.3. As a condition to each payment for Services, Vendor shall provide Buyer with a release from Vendor and all subcontractors and materialmen of all claims, mechanic's liens or rights to any claim accruing prior thereto. Final payment for Services is conditioned upon Vendor achieving Final Completion.

6.4. For Services or Goods priced at a fixed amount, there shall be no additional charges in excess of the fixed amount stated in the Purchase Order, including, but not limited to, any charges for project-administration fees, overtime, mobilization costs, leasing expenses, travel expenses, and taxes (excluding sales taxes), unless specifically provided in the Purchase Order. If there is a change to Services or Goods that is not consistent with the Contract (a "Major Change"), then the parties shall discuss the proposed Major Change and Vendor shall indicate in writing the increase or decrease in labor and materials necessary to implement the Major Change. Once the parties agree as to the scope and price increase or decrease for the Major Change, the Major Change shall be implemented by Buyer's issuance of an amended or a new Purchase Order ("Change Order"). Unless documented by a Change Order, any claim for additional payment for the Service (including materials) or Good shall be deemed to have been waived by Vendor.

## **7. INSURANCE.**

Buyer's insurance requirements for Vendor are located at [www.asr-group.com](http://www.asr-group.com) under "DOCUMENT DOWNLOADS". Vendor acknowledges that it has reviewed the insurance requirements and represents that it shall maintain policies for the insurances set forth therein for the duration of the Contract and for a period of three years thereafter.

## **8. INDEMNIFICATION AND LIABILITY LIMITATION.**

8.1. Vendor shall indemnify, defend and hold harmless Buyer, including its respective officers, directors, employees, Affiliates and agents, from any and all civil and governmental claims, suits, losses, damages, fines, costs and expenses, including legal fees and costs, to the extent resulting from or arising out of (a) Vendor's or Vendor's Workforce's negligent acts or omissions; (b) breach of Vendor's obligations, covenants or warranties hereunder; (c) a defect in the design, material or workmanship of the Goods; (d) the improper performance of the Services; or (e) Vendor's failure to be in compliance with Law or Rules applicable to Vendor, the Services or the Goods.

8.2. Buyer shall indemnify, defend, and hold harmless Vendor, including its respective officers, directors, employees, Affiliates and agents, from any and all civil or governmental claims, suits, losses, damages, fines, costs and expenses, including legal fees and costs, to the extent resulting from or arising out of (a) Buyer's negligent acts or omissions or (b) breach of Buyer's obligations, covenants or warranties hereunder; or (c) Buyer's failure to be in compliance with the Law or Rules applicable to Buyer or its use of the Services or Goods

**8.3. EXCLUDING CLAIMS BASED ON INDEMNIFICATION, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY OR ITS AFFILIATES BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR ANY KIND OF CONSEQUENTIAL OR PUNITIVE DAMAGE FOR ANY REASON OR UNDER ANY THEORY OF LIABILITY WHATSOEVER.**

## **9. CONFIDENTIALITY.**

All disclosures, drawings, specifications, patterns, technical or other proprietary information furnished to Vendor by Buyer or any of its Affiliates, are the sole property of Buyer or its Affiliates and are submitted in confidence upon the understanding and agreement by Vendor that they shall not be disclosed or furnished to any third party (excluding Vendor's Workforce) and shall not be used by Vendor in whole or in part for any purpose except fulfillment of its obligations under the Contract and shall be returned immediately upon request for same. This obligation of confidentiality shall not apply to information that is in the public domain, independently developed or received from third parties, or required to be disclosed by law, regulation, process or procedure.

## **10. TERMINATION.**

Buyer may terminate the Contract or the Purchase Order at any time, without cause, for convenience by giving Vendor at least ten (10) calendar days' prior written notice. In such event, (a) Buyer shall pay Vendor (i) for all Services properly completed up to the date of termination (which is not cancelable or recoverable); and (ii) as to custom made Goods, its out-of-pocket materials and labor charges, and a proportionate share of Vendor's profit it would have derived from the sale to Buyer; (b) Vendor shall deliver to Buyer all Goods, materials and supplies for which Buyer has made payment; (c) all prior payments made under the Contract shall be applied to the amounts due hereunder; (d) in no event shall the total payments due to Vendor exceed the Price; (e) any excess amounts paid by Buyer to Vendor shall be immediately returned to Buyer; and (f) Vendor shall fully cooperate with Buyer in (i) protecting and preserving all work in place, (ii) transferring all building permits or other approvals to the name of Buyer or the successor general contractor, and (iii) otherwise generally

cooperating with Buyer to ensure timely and lien-free completion of all Services. "Custom Made Goods" means Goods which are unique, non-stock items, manufactured to Buyer's particular specifications and which cannot be readily sold to a third party or otherwise utilized by Vendor.

## **11. PERSONAL DATA PRIVACY AND PROTECTION.**

The clauses set forth in the "Personal Data Privacy and Protection Clauses for Vendor Contracts" (the "Personal Data Clauses") are incorporated herein to the extent applicable to the Services or Goods being provided by Vendor to Buyer. The Personal Data Clauses are located at [www.asr-group.com](http://www.asr-group.com) under "DOCUMENT DOWNLOADS".

## **12. MISCELLANEOUS.**

12.1. The Contract is non-exclusive and constitutes the entire agreement between the parties regarding the subject matter. Any prior understanding or representation of any kind preceding the date of the Contract shall not be binding on either party except to the extent incorporated herein. If any documents or exhibits of Vendor attached to the Purchase Order contain Vendor's terms and conditions of sale or otherwise attempt to limit Buyer's rights or remedies, such terms and conditions shall not be considered part of the Contract. Any modification of the Contract or additional obligation assumed by either party shall be binding only if specified in the Purchase Order or in writing and signed by an authorized representative of each party.

12.2. Any failure on the part of any of the parties to enforce any provision of the Contract shall not constitute a waiver of that provision, nor prejudice the right of the parties to enforce the provisions at any time subsequent to any such failure to enforce. The rights and remedies set forth in the Contract to a non-defaulting party are cumulative, and the exercise of one of such rights or remedies shall not operate to bar the exercise of any other rights and remedies provided to a non-defaulting party under the Contract or at Law or in equity.

12.3. The Contract may not be assigned or transferred to any other person or entity without the express, prior, and written consent of Buyer.

12.4. The Contract shall be deemed as having been entered into and shall be construed and enforced in accordance with the laws of Belize.

12.5. The prevailing party in any action brought to interpret or enforce the Contract shall be entitled to recover from the non-prevailing party the reasonable attorneys' fees, costs and expenses incurred by the prevailing party in such action.

12.6. Vendor shall (a) comply with all applicable Law in its country or countries in which it does business as are applicable to the Services rendered or Goods being sold, including those concerning the environment, anti-bribery or corruption laws, employee rights to freedom of association, wages, benefits, work hours; (b) provide employees with a safe and sanitary workplace that includes appropriate controls and protective equipment; (c) follow non-discrimination practices in regard to gender, race, age, national origin, disability, citizenship, veteran status, marital status, sexual orientation, or religious beliefs and provide a workplace free from harassment; (d) refrain from paying or accepting bribes or kickbacks; (e) minimize operational impact to air, water, soil, and surrounding areas; and (f) require Vendor's Workforce and Vendor's suppliers to adhere to the same requirements as set forth above. Vendor certifies that it is, and shall remain, in compliance with the ASR Group's Ethical Sourcing Policy and Business Partners Anti-corruption Policy (located at [www.asr-group.com](http://www.asr-group.com) under "DOCUMENT DOWNLOADS"), and that it complies with all Law regarding forced labor, child labor, slavery and human trafficking and requires Vendor's Workforce and its vendor's to adhere to the same requirements.

12.7. The Contract shall not be construed as creating a partnership or joint venture between the parties. The

relationship of Vendor to Buyer is that of an independent contractor. Vendor has no right or authorization, express or implied, to assume or create any obligation on behalf of Buyer.

12.8. Those provisions of the Contract which by their nature are intended to survive the making of the final payment or any termination of a Purchase Order of the Contract shall so survive, including, but not limited to, Sections 4, 5, 7, 8, 9 and 11.

12.9. "Affiliate" means any Person that controls, is controlled by or is under common control with a Buyer or Vendor, respectively. The term "control" means the ownership, directly or indirectly, of fifty percent or more of the voting stock or equity interest of the subject Person. "Person" means any natural person, corporation, unincorporated organization, partnership, association, joint stock Buyer, joint venture, trust or government, or any agency or political subdivision of any government, or any other entity. Affiliates are intended third party beneficiaries of the Contract.

12.10. All notices to the parties under the Contract (not including invoices) shall be in writing and sent to the mailing address set forth in the Purchase Order.