

## GENERAL TERMS AND CONDITIONS

**1. SCOPE AND ACCEPTANCE:** These general term and conditions (“General Terms”) are incorporated into and become a part of each purchase order (“PO”) issued by issued by UCAL Systems, Inc. d/b/a AMTEC Precision Products (“UCAL”). Each PO, together with these General Terms, constitutes a separate contract between UCAL and the person or entity to whom such PO is issued (the “Seller”) and governs the any and all aspects of the provision of the goods or the services (collectively or individually the “Products”) to be provided by Seller to UCAL or UCAL’s designee. Seller acknowledges that it has read and understands these General Terms and the PO and agrees that Seller’s written acceptance or commencement of any work or services under any PO shall constitute Seller’s acceptance of such PO and these General Terms.

**2. SHIPPING AND BILLING:** Seller agrees: (a) to properly pack, mark and ship Products in accordance with the requirements of UCAL, the involved carriers, and if applicable, the country of destination; (b) to route shipments in accordance with UCAL’s instructions; (c) to make no charge for handling, packaging, storage or transportation of Products, unless otherwise stated as an item on the PO; (d) to provide with each shipment packing slips with UCAL’s PO and/or release number and date of shipment marked thereon; (e) to properly mark each package with a label/tag according to UCAL’s instructions; (f) to promptly forward the original bill of lading or other shipping receipt for each shipment in accordance with UCAL’s instructions. Seller will include on bills of lading or other shipping receipts correct classification identification of the Products shipped in accordance with UCAL’s instructions and the carrier’s requirements. The marks on each package and identification of the Products on packing slips, bills of lading and invoices (when required) shall be sufficient to enable UCAL to easily identify the Products purchased. The payment terms are set forth in the Line Item Detail of the PO, or if not stated, shall be 90 days from the later of (i) UCAL’s receipt date of the Products or (ii) date of receipt of invoice. UCAL may withhold payment pending receipt of (i) evidence, in such form and detail as UCAL may direct, of the absence of any liens, encumbrances and claims on the Products under the PO or (ii) such certifications as UCAL may require to show compliance of the Products with the Specifications (as hereafter defined).

**3. DELIVERY AND RELEASES:** Time is of the essence as to (i) all dates set forth in or referenced in the PO and (ii) all dates set forth in UCAL releases pursuant to the PO, and deliveries shall be made both in quantities and at times specified in UCAL’s PO and/or releases (the “Delivery Dates”). UCAL shall not be required to make payment for Products delivered to UCAL that are in excess of quantities specified in UCAL’s delivery releases unless and until UCAL uses such Products. UCAL may change the rate of scheduled shipments or direct temporary suspension of scheduled shipments, neither of which shall entitle Seller to a modification of the price for Products covered by the PO. Where quantities and/or delivery schedules are not specified, Seller shall deliver Products in such quantities and times as UCAL may direct in releases issued by UCAL from time to time. Seller agrees to pay to UCAL any penalty and damages imposed upon or incurred by UCAL for failure of Seller to deliver Products on the Delivery Dates. Title transfer of the Products occurs only at the time the Products are physically received by UCAL at the UCAL “Ship To” location specified on the Purchase Order.

**4. PREMIUM SHIPMENTS:** If Seller’s acts or omissions result in Seller’s failure to meet UCAL’s delivery requirements and UCAL requires a more expeditious method of transportation for the Products than the transportation method originally specified by UCAL, Seller shall ship the Products as expeditiously as possible at Seller’s sole expense.

**5. CHANGES:** UCAL reserves the right at any time to direct changes, or cause Seller to make changes, to drawings and specifications of the Products or to otherwise change the scope of the work covered by the PO including work with respect to such matters as inspection, testing or quality control, and Seller agrees to promptly make such changes. Any difference in price or time for performance resulting from such changes shall be equitably adjusted by UCAL after receipt of documentation in such form and detail as UCAL may direct. Any changes to the PO shall be made in accordance with Paragraph 31.

**6. SUPPLIER QUALITY AND DEVELOPMENT; INSPECTION:** Seller agrees to participate in UCAL’s supplier quality and development program(s) and to comply with all quality requirements and procedures specified by UCAL, as revised from time to time, including those applicable to Seller as set forth in United States Automotive Industry IATF 16949 and AS 9100 standards. In addition, UCAL shall have the right to enter Seller’s facility at reasonable times to inspect the facility, goods, materials and any property of UCAL covered by the PO. UCAL’s inspection of the Products, whether during manufacture, prior to delivery or within a reasonable time after delivery, shall not constitute acceptance of any work-in-process or finished goods.

**7. NONCONFORMING GOODS:** Seller acknowledges that UCAL will not perform and shall not be required to perform incoming inspections of the Products. To the extent UCAL rejects Products as nonconforming, the quantities under the PO will automatically be reduced unless UCAL otherwise notifies Seller. Seller will not replace quantities so reduced without a new PO or release from UCAL. Seller’s failure to provide written instructions within 10 days, or such shorter period as may be commercially reasonable under the circumstances, after notice of nonconformity shall entitle UCAL, at UCAL’s option, to charge Seller for storage, handling or return of such Products or to dispose of such Products without liability to

Seller. Payment for nonconforming Products shall not constitute an acceptance of them, limit or impair UCAL's right to assert any legal or equitable remedy, or relieve Seller's responsibility for latent defects.

**8. FORCE MAJEURE:** Any delay or failure of either party to perform its obligations shall be excused if Seller is unable to produce, sell or deliver, or UCAL is unable to accept delivery, buy or use, the Products covered by the PO, as the result of an event or occurrence beyond the reasonable control of the party and without its or its agents or subcontractors fault or negligence, including, but not limited to, acts of God, actions by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, labor problems (including lockouts, strikes and slowdowns), inability to obtain power, material, labor equipment or transportation, or court injunction or order; provided that written notice of such delay (including the anticipated duration of the delay) shall be given by the affected party to the other party as soon as possible after the event or occurrence (but in no event more than 10 days thereafter). During the period of such delay or failure to perform by Seller, UCAL, at its option, may purchase goods and services from other sources and reduce its releases to Seller by such quantities, without liability to Seller, or have Seller provide the Products from other sources in quantities and at times requested by UCAL, and at the price set forth in the PO. In addition, Seller at its expense shall take such actions as are necessary to ensure the supply of Products to UCAL for a period of at least 30 days during any anticipated labor disruption or resulting from the expiration of Seller's labor PO(s). If requested by UCAL, Seller shall, within 10 days, provide adequate assurances that the delay shall not exceed 30 days. If the delay lasts more than 30 days or Seller does not provide adequate assurance that the delay will cease within 30 days, UCAL may immediately terminate the PO without liability.

**9. WARRANTY: SELLER WARRANTS THAT THE PRODUCTS COVERED BY THE PO WILL CONFORM TO THE SPECIFICATIONS (INCLUDING, BUT NOT LIMITED TO DIMENSIONS, SURFACE FINISH, HARDNESS AND OTHER PROPERTIES), DRAWINGS, SAMPLES, OR DESCRIPTIONS SET FORTH IN OR REFERENCED, DIRECTLY OR INDIRECTLY, IN THE PO OR PROVIDED TO OR MADE AVAILABLE TO SELLER IN CONNECTION WITH THE PROVISION OF THE PRODUCTS (THE "SPECIFICATIONS"). ADDITIONALLY, IF AND TO THE EXTENT THAT AN ATTRIBUTE OF PRODUCTS IS NOT ADDRESSED IN THE SPECIFICATIONS, THE MATERIAL AND WORKMANSHIP AS TO THAT ATTRIBUTE SHALL MEET OR EXCEED INDUSTRY STANDARDS FOR LIKE PRODUCTS. IF THE PRODUCTS, IN WHOLE OR IN PART, ARE OF SELLER'S DESIGN, SUCH PRODUCTS ALSO WILL BE FIT AND SUFFICIENT FOR THE PURPOSE INTENDED, OF MERCHANTABLE QUALITY AND FREE FROM DEFECTS IN DESIGN.** All warranties hereunder will survive UCAL's acceptance, use and/or payment and will run to UCAL and its customers. UCAL's review or approval of any samples, drawings, specifications or other data developed by Seller in connection with this Order will not limit Seller's responsibility under the warranties contained herein or alter the cost, rate of output or delivery requirements of the PO. The warranty period shall be that provided by applicable law, except that if UCAL offers a longer warranty to its customers for goods installed on vehicles, such longer period shall apply.

**10. INGREDIENTS DISCLOSURE; SPECIAL WARNINGS AND INSTRUCTIONS:** If requested by UCAL, Seller shall promptly furnish to UCAL in such form and detail as UCAL may direct: (a) a list of all ingredients in the Products; (b) the amount of all ingredients; and (c) information concerning any changes in or additions to such ingredients. Prior to and with the shipment of the Products, Seller agrees to furnish to UCAL sufficient warning and notice in writing (including appropriate labels on the Products, containers and packing) of any hazardous material that is an ingredient or a part of any of the Products, together with such special handling instructions as may be necessary to advise carriers, UCAL, and their respective employees of how to exercise that measure of care and precaution that will best prevent bodily injury or property damage in the handling, transportation, processing, use or disposal of the Products, containers and packing shipped to UCAL.

**11. INSOLVENCY:** UCAL may immediately terminate the PO without liability to Seller in any of the following or any other comparable events: (a) insolvency of Seller; (b) filing of a voluntary petition in bankruptcy by Seller; (c) filing of any involuntary petition in bankruptcy against Seller; (d) appointment of a receiver or trustee for Seller; or (e) execution of an assignment for the benefit of creditors by Seller, provided that such petition, appointment or assignment is not vacated or nullified within 30 days of such event.

**12. TERMINATION FOR BREACH OR NONPERFORMANCE; SALE OF ASSETS OR CHANGE IN CONTROL:** UCAL reserves the right to terminate all or any part of the PO, without liability to Seller, if Seller: (a) repudiates or breaches any of the terms of the PO, including Seller's warranties; (b) fails to perform services or deliver Products as specified by UCAL; (c) fails to make progress so as to endanger timely and proper completion of services or delivery of Products; and does not correct such failure or breach within 10 days (or such shorter period of time if commercially reasonable under the circumstances) after receipt of written notice from UCAL specifying such failure or breach. In addition, UCAL may terminate the PO upon giving at least 60 days notice to Seller, without liability to Seller, if Seller (i) sells, or offers to sell, a material portion of its assets, or (ii) sells or exchanges, or offers to sell or exchange, or causes to be sold or exchanged, a sufficient amount of its stock that effects a change in the control of Seller.

**13. TERMINATION FOR CONVENIENCE:** In addition to any other rights of UCAL to terminate the PO, UCAL may, at its option, immediately terminate all or any part of the PO, at any time and for any reason, by giving written notice to Seller.

Upon such termination, UCAL shall pay to Seller the following amounts without duplication: (a) the PO price for all Products that have been completed in accordance with the PO and not previously paid for; and (b) the actual costs of work-in-process and raw materials incurred by Seller in furnishing the Products under the PO to the extent such costs are reasonable in amount and are properly allocable or apportionable under generally accepted accounting principles to the terminated portion of the PO; less, however, the sum of the reasonable value or cost (whichever is higher) of any goods or materials used or sold by Seller with UCAL's written consent, and the cost of any damaged or destroyed goods or material. UCAL will make no payments for finished goods, services, work-in-process or raw materials fabricated or procured by Seller in amounts in excess of those authorized in releases nor for any undelivered Products that are in Seller's standard stock or that are readily marketable. Payments made under this Paragraph shall not exceed the aggregate price payable by UCAL for finished Products that would be produced or performed by Seller under releases outstanding at the date of termination. Except as provided in this Paragraph, UCAL shall not be liable for and shall not be required to make payments to Seller, directly or on account of claims by Seller's subcontractors, for loss of anticipated profit, unabsorbed overhead, interest on claims, product development and engineering costs, facilities and equipment rearrangement costs or rental, unamortized depreciation costs, or general and administrative burden charges from termination of the PO. Within 60 days from the effective date of termination, Seller shall submit a comprehensive termination claim to UCAL, with sufficient supporting data to permit UCAL's or UCAL's customer's audit, and shall thereafter promptly furnish such supplemental and supporting information as UCAL shall request. UCAL, UCAL's customer or either of their respective agents shall have the right to audit and examine all books, records, facilities, work, material, inventories and other items relating to any termination claim of Seller.

**14. INTELLECTUAL PROPERTY:** Seller agrees: (a) to defend, hold harmless and indemnify UCAL, its successors and customers against any claims of infringement (including patent, trademark, copyright, industrial design right, or other proprietary right, or misuse or misappropriation of trade secret) and resulting damages and expenses (including attorney's and other professional fees) arising in any way in relation to the Products contracted, including such claims where Seller has provided only part of the Products; Seller expressly waives any claim against UCAL that such infringement arose out of compliance with the Specifications; (b) that UCAL or UCAL's subcontractor has the right to repair, reconstruct, or rebuild the Products without payment of any royalty to Seller; (c) that parts manufactured based on UCAL's drawings and/or specifications may not be used for its own use or sold to third parties without UCAL's express written authorization; and (d) to the extent that the PO is issued for the creation of copyrightable works, the works shall be considered "works made for hire;" to the extent that the works do not qualify as "works made for hire," Seller hereby assigns to UCAL all right, title and interest in all copyrights and moral rights therein. Notwithstanding the foregoing, if and to the extent that the design of a Good has been provided by UCAL or UCAL's customer, the indemnity herein as to matters of design shall not apply to that extent.

**15. TECHNICAL INFORMATION DISCLOSED TO BUYER:** Seller agrees not to assert any claim with respect to any technical information that Seller shall have disclosed or may hereafter disclose to UCAL in connection with the Products covered by the PO.

**16. INDEMNIFICATION:** If Seller performs any work on UCAL's premises or utilizes the property of UCAL or UCAL's customer, whether on or off UCAL's or its customer's premises, Seller shall indemnify and hold UCAL harmless from and against any liability, claims, demands or expenses (including attorney's and other professional fees) for damages to the property of or injuries (including death) to UCAL or its customer, or their respective employees or any other person arising from or in connection with Seller's performance of work or use of UCAL's or its customer's property, except for such liability, claim, or demand arising out of the sole negligence of UCAL.

**17. INSURANCE:** Seller shall maintain insurance coverage with carriers acceptable to UCAL and in the amounts set forth in or referenced in the PO. Seller shall furnish to UCAL either a certificate showing compliance with these insurance requirements or certified copies of all insurance policies within 10 days of UCAL's written request. The certificate will provide that UCAL will receive 30 days' prior written notice from the insurer of any termination or reduction in the amount or scope of coverage. Seller's furnishing of certificates of insurance or purchase of insurance shall not release Seller of its obligations or liabilities under the PO.

**18. SELLER'S PROPERTY:** Unless otherwise agreed to by UCAL, Seller, at its expense, shall furnish, keep in good condition, and replace when necessary all machinery, equipment, tools, jigs, dies, gauges, fixtures, molds, patterns and other items ("Seller's Property") necessary for the production of the Products. Seller shall insure Seller's Property with full fire and extended coverage insurance for its replacement value. Seller grants UCAL an irrevocable option to take possession of and title to Seller's Property that is special for the production of the Products upon payment to Seller of its net book value less any amounts that UCAL has previously paid to Seller for the cost of such items; provided, however, that this option shall not apply if Seller's Property is used to produce Products that are the standard stock of Seller or if a substantial quantity of like goods are being sold by Seller to others.

**19. UCAL'S OR ITS CUSTOMER'S PROPERTY:** All supplies, materials, tools, jigs, dies, gauges, fixtures, molds, patterns, equipment and other items furnished by UCAL or its customer, either directly or indirectly, to Seller to perform the PO, or for which Seller has been reimbursed by UCAL, shall be and remain the property of UCAL or its customer and held by Seller

on a bailment basis ("UCAL's Property"). Seller shall bear the risk of loss of and damage to UCAL's Property. UCAL's Property shall at all times be properly housed and maintained by Seller, at its expense, shall not be used by Seller for any purpose other than the performance of the PO; shall be deemed to be personalty; shall be conspicuously marked by Seller as the property of UCAL or its customer; shall not be commingled with the property of Seller or with that of a third person; and shall not be moved from Seller's premises without UCAL's prior written approval. UCAL shall have the right to enter Seller's premises at all reasonable times to inspect such property and Seller's records with respect thereto. Upon the request of UCAL, UCAL's Property shall be immediately released to UCAL or delivered to UCAL by Seller, either (i) F.O.B. transport equipment at Seller's plant, properly packed and marked in accordance with the requirements of the carrier selected by UCAL to transport such property, or (ii) to any location designated by UCAL, in which event UCAL shall pay to Seller the reasonable costs of delivering such property to such location. When permitted by law, Seller waives any lien or other rights that Seller might otherwise have on any of UCAL's Property for work performed on such property or otherwise.

**20. REMEDIES:** The rights and remedies reserved to UCAL in these General Terms and the PO shall be cumulative with, and additional to, all other or further remedies provided in law or equity. Without limiting the foregoing, should any Products fail to conform to the warranties set forth in Paragraph 9, UCAL shall notify Seller and Seller shall, if requested by UCAL, reimburse UCAL for any incidental and consequential damages caused by such nonconforming Products, including, but not limited to, costs, expenses and losses incurred by UCAL (a) in inspecting, sorting, repairing or replacing such nonconforming Products; (b) resulting from production interruptions, (c) conducting recall campaigns or other corrective service actions, and (d) claims for personal injury (including death) or property damage caused by such nonconforming Products.

**21. CUSTOMS; EXPORT CONTROLS:** Credits or benefits resulting or arising from the PO, including trade credits, export credits or the refund of duties, taxes or fees, shall belong to UCAL. Seller shall provide all information necessary (including written documentation and electronic transaction records) to permit UCAL to receive such benefits or credits, as well as to fulfill its customs related obligations, origin marking or labeling requirements and local content origin requirements, if any. Export licenses or authorizations necessary for the export of the Products shall be the responsibility of Seller unless otherwise indicated in the PO, in which event Seller shall provide such information as may be necessary to enable UCAL to obtain such licenses or authorization(s). Seller shall undertake such arrangements as necessary for the Products to be covered by any duty deferral or free trade zone program(s) of the country of import.

**22. SETOFF/RECOUPMENT:** In addition to any right of setoff or recoupment provided by law, all amounts due to Seller shall be considered net of indebtedness of Seller and its affiliates/subsidiaries to UCAL and its affiliates/subsidiaries; and UCAL shall have the right to setoff against or to recoup from any amounts due to Seller and its affiliates/subsidiaries from UCAL and its affiliates/subsidiaries.

**23. NO ADVERTISING:** Seller shall not, without first obtaining the written consent of UCAL, in any manner advertise or publish the fact that Seller has contracted to furnish UCAL or UCAL's customer the Products, or use any trademarks or trade names of UCAL or its customer in Seller's advertising or promotional materials.

**24. COMPLIANCE WITH LAWS; EMPLOYMENT/BUSINESS PRACTICES:** Seller, and any Products supplied by Seller, shall comply with all applicable laws, rules, regulations, orders, conventions, ordinances or standards of the country(ies) of destination or that relate to the manufacture, labeling, transportation, importation, exportation, licensing, approval or certification of the Products, including, but not limited to, those relating to environmental matters, data protection and privacy, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health/safety and motor vehicle safety. Seller further represents that neither it nor any of its subcontractors will utilize child, slave, prisoner or any other form of forced or involuntary labor, or engage in abusive employment or corrupt business practices, in the supply of the Products. At UCAL's request, Seller shall certify in writing its compliance with the foregoing. Seller shall indemnify and hold UCAL harmless from and against any liability claims, demands or expenses (including attorney's or other professional fees) arising from or relating to Seller's noncompliance.

**25. NO IMPLIED WAIVER:** The failure of either party at any time to require performance by the other party of any provision of the PO shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver of either party of a breach of any provision of the PO constitute a waiver of any succeeding breach of the same or any other provision.

**26. NON-ASSIGNMENT:** Unless otherwise specifically prohibited by applicable law, Seller may not assign or delegate its rights or obligations under the PO without UCAL's prior written consent.

**27. RELATIONSHIP OF PARTIES:** Seller and UCAL are independent contracting parties and nothing in the PO shall make either party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other.

**28. CONFIDENTIAL INFORMATION.** In addition to and not superseding any separate confidentiality agreement between Seller and UCAL, Seller promises and agrees (a) to receive and hold the Confidential Information (as hereafter defined) in confidence; (b) to protect and safeguard the Confidential Information against unauthorized use, publication or disclosure; (c) not to use any of the Confidential Information except for the purpose of performing Seller's obligations under the PO (the "Disclosure Purposes"); (d) not to, directly or indirectly, in any way, reveal, report, publish, disclose, transfer or otherwise

use any of the Confidential Information except as specifically authorized in writing by UCAL; (e) to restrict access to the Confidential Information to those of its officers, directors, employees professional advisers and such authorized representatives who clearly need such access to carry out the Disclosure Purposes; provided that Seller ensures that such persons will comply with the terms of this Agreement as if they were party hereto and (g) to comply with any other reasonable security measures requested in writing by UCAL. Seller must deliver all Confidential Information to the UCAL upon UCAL's request. Without limitation of the foregoing, to the extent that any derivatives of any Confidential Information, including without limitation, summaries, extracts, excerpts or descriptions of Confidential Information, have been made, the Seller must deliver such derivatives to UCAL upon the UCAL's request. "Confidential Information" means: information regarding the UCAL's or the UCAL's customer's products, ideas, inventions, research, methods, financial condition, marketing, development, business plans, organization, trade secrets, know-how, proprietary rights, licenses, customers, employees, contractors; samples, models, prototypes and other materials provided by UCAL or its customer; computer programs, code and software; information relating to processes, methodologies, technologies or theory; information that is generated by Seller as a result of the disclosure of Confidential Information by UCAL; and all other information which may be disclosed by UCAL or to which Seller may be provided access by UCAL or others on behalf of UCAL in accordance with this Agreement. Confidential Information also shall include any Customer Confidential Information (as defined below). Seller acknowledges that the program names assigned by UCAL's Customer constitute Confidential Information.

**29. GOVERNING LAW; JURISDICTION:** The PO is to be construed according to the laws of the country (and state/province, if applicable) from which the PO is issued as shown by the address of UCAL, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Products and any conflict of law provisions that would require application of another choice of law. Any action or proceedings by UCAL against Seller may be brought by UCAL in any court(s) having jurisdiction over Seller or, at UCAL's option, in the court(s) having jurisdiction over UCAL's location, in which event Seller consents to jurisdiction and service of process in accordance with applicable procedures. Any actions or proceedings by Seller against UCAL may be brought by Seller only in the court(s) having jurisdiction over the location of UCAL from which the PO is issued.

**30. SEVERABILITY:** If any term(s) of the PO is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term(s) shall be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of the PO shall remain in full force and effect.

**31. ENTIRE AGREEMENT:** These General Terms and the PO, together with the attachments, exhibits, supplements or other terms of UCAL specifically referenced in the PO, constitute the entire agreement between Seller and UCAL with respect to the matters contained in the PO and supersedes all prior oral or written representations and agreements. Changes, modifications, waivers, additions or amendments to the terms and conditions of these General Terms or any PO shall be binding on UCAL only if such changes, modifications, waivers, additions, or amendments are in writing and signed by a duly authorized representative of UCAL. Seller agrees not to ship under reservation.

#### **Special Term (U.S.) – Insurance**

For purposes of this Agreement, the insurance coverages required under Paragraph 17 ("Insurance") of the General Terms and Conditions are as follows: (a) Workers' Compensation: statutory limits for the state(s) in which the PO is to be performed (or evidence of authority to self insure); (b) Employer's Liability: \$500,000 each accident for bodily injury by accident and \$500,000 each employee for bodily injury by disease; (c) Commercial General Liability covering liability arising from premises, operations, independent contractors, products/completed operations, personal injury and advertising injury, and liability assumed under an insured contract: \$5,000,000 each occurrence; and (d) Automobile Liability (including owned, non-owned and hired vehicles): \$5,000,000 each accident.

#### **Special Term (U.S.) - Supplier Certification of Compliance with Paragraph 24 of General Terms and Conditions (Compliance with Laws; Employment/Business Practices)**

By submitting a response to this Request for Quotation, Seller certifies that it has read, understands, and is in compliance with Paragraph 24 of the General Terms and Conditions (Compliance with Laws; Employment/Business Practices).