



## Standard Terms and Conditions of Sale

### Barco Uniforms, Inc.

#### 1. GENERAL

The sale of goods and/or provision of services by Barco Uniforms, Inc. or any of its subsidiaries or affiliates, collectively and individually known as "**BARCO**", are subject to the following Standard Terms and Conditions of Sale. The **PURCHASER** of the goods and services shall be hereinafter referred to as **PURCHASER**. Upon the date of **BARCO**'s receipt of **PURCHASER**'s written acceptance of **BARCO**'s offer, **PURCHASER** and **BARCO** shall be deemed on such date to have entered into a legally binding and enforceable agreement for the purchase and sale of the goods and services described therein and, together with these Standard Terms and Conditions of Sale, shall constitute the "Agreement". As to **PURCHASER** and **BARCO**, respectively, "Related Parties" shall mean such party's parent, subsidiary and affiliated entities, and all of their respective officers, directors, employees, agents, contractors, and designees.

NOTWITHSTANDING THE TERMS AND CONDITIONS CONTAINED IN ANY OTHER AGREEMENT, NO TERMS AND CONDITIONS CONTAINED IN ANY PURCHASE ORDER PLACED WITH **BARCO**, OTHER THAN THOSE STATED HEREIN, SHALL BE BINDING ON **BARCO**, UNLESS HEREAFTER MADE IN WRITING, SPECIFICALLY REFERRING TO THE MODIFIED TERMS AND CONDITIONS AND SIGNED BY AN AUTHORIZED OFFICER OF **BARCO**. IN ALL OTHER EVENTS THESE STANDARD TERMS AND CONDITIONS OF SALE SHALL GOVERN ANY PURCHASE ORDER PLACED WITH **BARCO**.

THESE STANDARD TERMS AND CONDITIONS OF SALE WILL SUPERSEDE AND GOVERN ALL AGREEMENTS BETWEEN THE PARTIES RELATIVE TO THIS TRANSACTION, AND THERE IS NO AGREEMENT COLLATERAL HERETO (WHETHER ENTERED INTO BEFORE OR AFTER THE PURCHASE ORDER IS PLACED WITH **BARCO**) OR ANY REPRESENTATION OR WARRANTY WHICH SHALL BE BINDING UPON **BARCO** UNLESS SIGNED BY AN AUTHORIZED OFFICER OF **BARCO**.

#### 2. PURCHASER ACKNOWLEDGEMENT

**BARCO** reserves the right to require an authorized representative of the **PURCHASER** to provide to **BARCO** such written evidence as an authorized representative of **BARCO** may reasonably require acknowledging to **PURCHASER**'s acceptance of these Standard Terms and Conditions of Sale. Notwithstanding that no such written evidence is provided, these Standard Terms and Conditions of Sale shall constitute part of the Agreement.

### 3. VALIDITY

**BARCO**'s quoted prices for goods and services are valid only for the time period stated in **BARCO**'s written quotation.

### 4. DELIVERY OF GOODS

**BARCO**'s goods and services are supplied in accordance with INCOM 2015, EXW ("Ex Works") and risk of loss shall pass accordingly. Title to the goods shall pass at the same time that risk passes to the BUYER. **BARCO** has sole discretion to determine the factory location for the provision of the goods and services. Actual delivery time will be subject to availability of manufacturing capacity at the date of the Agreement. Claims for any damage, shortage or loss in transit of goods supplied by **BARCO** must be made by **PURCHASER** to the carrier.

### 5. PAYMENT TERMS

Unless otherwise specified in the Agreement the following shall apply:

(a) International orders: Terms of payment may be as per the following:

Cash in advance via wire transfer with 50% at the time of order acceptance and the balance due at order dispatch.

Or in lieu of cash in advance:

(1) **BARCO** may require deposits, letters of credit or down payments at time of placement of order as specified in the Agreement. No interest or other amounts will be required to be accrued or paid by **BARCO** to **PURCHASER** in connection with such advance payments. All deposits are considered nonrefundable unless order is cancelled by **PURCHASER** within one (1) week of the date of the Agreement.

(2) All letters of credit will be irrevocable, confirmed and drawn against a banking facility pre-approved by **BARCO**. All letter of credit charges are the responsibility of **PURCHASER**.

(3) **PURCHASER** agrees to pay all applicable taxes.

(4) Payment in full is required prior to delivery of goods or provision of services by **BARCO**. Payments are to be made by wire transfer unless otherwise indicated in the Agreement.

(b) Domestic orders: Terms of payment may be as per the following:

Payments of amounts for goods and services are due in full from **PURCHASER** within thirty (30) days (or in conformity with other agreed upon terms) from the date goods are

shipped or services are provided by **BARCO**, without setoff or deduction for any reason whatsoever.

In the event credit is applied for and granted to **PURCHASER** by **BARCO**, the terms of payment and credit limit shall be established in the **BARCO** Credit Agreement, and shall remain subject to the Payment Terms granted unless otherwise agreed in writing and signed by both **BARCO** and **PURCHASER**.

All amounts beyond set credit limits may need to be paid in full by **PURCHASER** prior to shipment.

Credit card payments by **PURCHASER** for goods and services will be subject to surcharge unless otherwise agreed in writing and signed by **BARCO** and **PURCHASER**.

## **6. REMEDY FOR FAILURE TO PAY**

If the full payment is not received by **BARCO** within the agreed upon credit terms, **BARCO** may, in its sole discretion, charge interest at the rate of 1.5% per month on unpaid amounts, calculated and compounded monthly, not in advance, until paid in full. The **PURCHASER** also agrees to pay all reasonable legal expenses and agency commissions sustained by **BARCO** in pursuit of any payment which is past due, on a full indemnity basis. The remaining balance, plus all accrued interest, must be paid before **BARCO** will ship any goods or provide any services to **PURCHASER**. Should **PURCHASER** fail to deliver the remaining payment balance owed, plus the accrued interest within ninety (90) days after notification, **BARCO** reserves the right to sell the goods and seek any and all damages.

## **7. CANCELLATION**

Should **PURCHASER** cancel its order with **BARCO** within one (1) week following the date of the Agreement, **BARCO** will refund any deposit or down payment. If **PURCHASER** cancels its order after one (1) week following the date of the Agreement, **PURCHASER** agrees that **BARCO** may retain all, or any portion thereof, of the deposit or down payment based upon the material and labor utilized through the time of cancellation as determined by **BARCO** in its sole discretion. **BARCO** shall invoice for any cancellation, and the **PURCHASER** will pay **BARCO's** invoice within thirty (30) days from date of cancellation, plus all reasonable cancellation charges due to **BARCO** for an amount not to exceed 100% of the total quoted purchase price based upon material and labor utilized up to the time of cancellation.

## **8. FORCE MAJEURE**

Neither party shall be liable for any failure or delay in performance under the Agreement (other than for delay in the payment of any amount due and payable including accrued interest prior to the date of the Force Majeure, as hereafter defined) to the extent such failure or delay is caused by reasons of force majeure beyond that party's reasonable control and not caused by that party's fault or negligence ("Force Majeure") including, but not limited to, the occurrence of natural disasters such as earthquakes, hurricanes and floods, the occurrence of war, riot, acts of terrorism or other major upheaval, the imposition of trade sanctions or trade embargoes (including denied and sanctioned parties), the failure of suppliers, subcontractors, and carriers, and/or other necessary parties to substantially meet that party's performance obligations under the Agreement. As a condition precedent to the non-performing party's claim of Force Majeure, the

non-performing party must give written notice to the other party, within five (5) days after the Force Majeure, and provide complete details in respect of the occurrence of the cause relied upon to excuse performance. The dates by which performance obligations are scheduled to be met will be extended for that period of time which is equal to the time lost due to any delay caused by the Force Majeure. If a Force Majeure event occurs while **BARCO** is providing service work at a **PURCHASER** location, then **BARCO** will be paid at its then applicable technician stand-by rates during any such Force Majeure event. **BARCO** shall submit its invoice for the payment of such charges which shall be paid within thirty (30) days from the date of such invoice. The failure to pay for such charge shall release **BARCO** from any further performance obligation under the Agreement. If the Force Majeure event extends for a period of more than forty-five (45) days, **BARCO** has the right to terminate the Agreement and cancel the order and in that event, **BARCO** will refund any deposit or down payment after deducting the expenses that have been incurred by **BARCO** up to the date of receipt of notice by **BARCO** of the Force Majeure event, as determined by **BARCO** in its sole discretion.

## 9. LIMITED WARRANTY

**BARCO** warrants that fabrics used in articles of apparel meet all standards set forth in the Federal Flammable Fabrics Act and have a continuing guaranty under the Textile Fiber Products Identification Act.

Unless as set forth above or otherwise specified in writing in the Agreement, **BARCO** warrants its goods to be free from defects in materials and workmanship for a period of 365 days from date of shipment from **BARCO**'s factory location. Should any part of such goods be found, under normal use and service during the warranty period to be defective, **BARCO** will repair or replace such goods at its factory location, provided (a) that **BARCO** receives written notice of the defective product or part within the warranty period, (b) such defective product or part is returned to that location by the **PURCHASER** on a prepaid freight basis no later than thirty (30) days after the expiration of the warranty period, (c) that the **BARCO** return material authorization number, invoice number and **PURCHASER**'S purchase order number are noted on the shipping container and (iv) that inspection of the original goods establishes the claim defect to the satisfaction of **BARCO** in its sole discretion.

**BARCO** provides no warranty with respect to components manufactured by others which are subject to the warranties of their respective manufacturers that are used in **BARCO**'s goods or sold by **BARCO**. Should any such component, provided by **BARCO**, fail within the manufacturer's warranty period, such component must be returned to **BARCO** by the **PURCHASER** on a prepaid freight basis in accordance with **BARCO**'s return policy (section 10 below) so it can be returned to the original component manufacturer's facility for evaluation and disposition.

Any good that is repaired by **BARCO** is warranted to be free from defects in materials and workmanship for a period of ninety (90) days from the date of completion of repair or the remaining portion of the original warranty, whichever is longer.

No warranty shall apply (a) to goods upon which repairs or alterations have been made (unless authorized by **BARCO**), (b) for goods misused, neglected and/or incorrectly installed, stored or operated or (c) to goods which have not been operated or maintained by demonstrably competent personnel.

**BARCO's total liability and PURCHASER's sole remedy under this warranty is limited to such repair or replacement subject to the conditions stated herein, and no allowance will be made for repairs, replacements and/or alterations unless made with BARCO's prior written approval. THE WARRANTIES CONTAINED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES, AND BARCO HEREBY DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

## **10. RETURNS**

**BARCO's return policy is independent from BARCO's warranty and service policies. BARCO must authorize, in writing, any returns before any return will be considered by BARCO for any refund. Goods returned without prior written authorization by BARCO will not be accepted. BARCO return material authorization number, invoice number and PURCHASER'S purchase order number must be noted on the shipping container. Returns will be accepted only on new, unused, and/or standard stock goods returned within thirty (30) days of the date of the Agreement. Any garments returned without hangtags and/or poly bags are subject to a garment charge per item. Returns of overstock merchandise must have prior approval and will be subject to a 15% restocking charge. Any REFUSED shipment is subject to a 15% restocking charge, plus any additionally incurred freight charges. Special Orders and Close Out orders will not be accepted as returns unless merchandise is damaged or defective.**

**PURCHASER must return goods on a freight prepaid basis. BARCO may, in its sole discretion, accept for return other items such as custom made goods, special order goods or goods requiring special processing. If BARCO decides to accept for return such goods, BARCO may charge PURCHASER a restocking fee in order to do so. A credit memo will be issued for those items determined by BARCO to be in compliance with this return policy. A credit memo will be issued for original freight charges only in those cases where the goods were defective, were shipped incorrectly and/or failed to perform as specified.**

## **11. CHANGES**

Any requests for changes to the order for goods or services after the date of the Agreement will not be effective unless accepted in writing by both parties. Any request for changes must be initiated by the party seeking the change in the form of a written notice of such request. The request for such change can be for one or more of the following: (a) the goods (b) the specifications, drawings, designs or other such technical criteria; (c) field service needs; (d) goods quantities; (e) delivery dates; and (f) method or location of delivery. Notwithstanding the foregoing, **BARCO expressly reserves its right to change, discontinue and/or modify the design and manufacture of its goods without obligation to furnish, retrofit or install goods previously or subsequently sold.**

## **12. CONFIDENTIAL INFORMATION, TECHNOLOGY AND PROPRIETARY RIGHTS**

**(a) Confidential Information.** The parties acknowledge that certain confidential information may be exchanged in the course of executing this Agreement and that all aspects of all discussions and materials exchanged will be treated as confidential and will not be disclosed to any third parties, except as permitted herein. Both parties agree to protect the other parties' confidential information by not discussing, disclosing, copying and/or distributing this

information to any employee who is not actively involved in the project. Furthermore, the terms of employment for employees involved in this project must include an agreement to protect the confidentiality of both parties' confidential information. Examples of confidential information include, but are not limited to, bids or proposals, methods of manufacturing, engineering or manufacturing drawings, specifications and tolerances, operating procedures and processes, test reports, test methods, control systems, computer programs and instructions and similar information which is not available (or should not be made available) to competitors. Both parties agree to specifically label all confidential information as such. No written information shall be regarded as confidential information if it is not labeled or if it can be shown that such information: (1) is already in the public domain; (2) is already known to the other party; (3) is independently developed by the other party; (4) is disclosed by a third party through no fault of either party; and (5) is required by either party to be disclosed under applicable law or by a court of competent jurisdiction.

**(b) Waiver by Written Agreement.** Any confidentiality obligation imposed by this agreement may be waived by written agreement of the parties. The parties acknowledge that their respective obligations hereunder will survive termination for a period of five (5) years after the effective date of termination of this Agreement. Within thirty (30) days after the effective date of termination of this Agreement, all written confidential information belonging to the other party will be returned or destroyed.

**(c) Subcontractors.** To the extent necessary to obtain subcontractor bids, to present design proposals to qualified customers, or to obtain governmental or regulatory body assessment/approval, **BARCO** is permitted to supply select portions of the confidential information to such third parties. Any such disclosure shall be reviewed and approved in writing by **PURCHASER**. Submissions of confidential information to third parties must be made under a signed confidentiality agreement prohibiting unauthorized disclosure, reproduction in any form, distribution or use of such information. Third parties are required to agree to return all confidential information upon request.

**(d) Ownership.** Both parties agree that the other party currently possesses certain core technology and proprietary rights to ideas, goods and processes related to their own area of expertise and business. Technology includes, but is not limited to, confidential and proprietary information developed by either party concerning their own existing or proposed goods and services, trade secrets and technical data. Proprietary rights include, but are not limited to, existing and proposed goods or methods which are covered by issued patents, pending patents or which are under review or development. The Agreement does not transfer the rights to one party's technology or proprietary rights to the other party or permit use of such rights except as expressly permitted by the Agreement. All documents, drawings, specifications, procedures, processes, methods and systems, which are developed by one party and supplied to the other party will remain the property of the originating party. Both parties agree not to design or build identical or similar goods either in part or in whole for any third party or for their own use using the other party's technology or proprietary rights.

**(e) Advertisement of Licensed Products.** Advertisements for Licensed Products must have prior written approval from Barco Uniforms' Marketing Department.

### 13. PRIVACY POLICY

**BARCO** may collect **PURCHASER** information but shall do so in accordance with the Privacy Policy available on this website. The Privacy Policy explains how **BARCO** manages **PURCHASER'S** business and personal information.

#### **14. INDEMNIFICATION FOR PATENT INFRINGEMENT**

**PURCHASER** agrees to indemnify **BARCO**, in respect of all losses, claims, damages, costs and expenses, including legal expenses on a full indemnity basis, arising out of patent infringement claims arising from modifications made by **PURCHASER** to **BARCO's** goods unless such modification has been approved by **BARCO** in writing.

#### **15. INSURANCE**

Both parties agree to maintain adequate insurance to support each party's obligations under this Agreement. Upon written request by one party, the other party shall furnish to the requesting party certificates of insurance to evidence that adequate insurance is in place and is in full force and effect.

#### **16. COMPLIANCE WITH ANTI-CORRUPTION LAWS**

**PURCHASER** represents and warrants, in connection with the transactions contemplated by this Agreement, and any other agreement contemplated by or entered into pursuant to this Agreement, that it shall take no action, directly or indirectly, that would constitute a violation of the United States Foreign Corrupt Practices Act, Canadian Corruption of Foreign Public Officials Act, United Kingdom Bribery Act or any other applicable anti-bribery or anti-corruption law, convention or regulation (collectively, "anti-corruption laws"). **PURCHASER** acknowledges and confirms that it and its Related Parties are familiar with the provisions of the anti-corruption laws. **PURCHASER** hereby agrees to indemnify, defend and hold harmless **BARCO** and its Related Parties from and against any and all losses, causes of action, liability, claims, demands, damages, judgments, awards, costs or expenses (including our legal fees and expenses on a solicitor-client basis) (collectively "Claims") arising in connection with any alleged breach by **PURCHASER** or any of its Related Parties of this section. **BARCO** reserves the right to terminate the Agreement in its entirety, without liability to **PURCHASER**, if **BARCO** has a good faith basis for believing **PURCHASER** or any of its Related Parties has violated or intends to violate any country's anti-corruption laws.

#### **17. COMPLIANCE WITH EXPORT RESTRICTIONS**

**BARCO's** products may be subject to the export control laws of the United States, Canada or other countries where its products are sold. **PURCHASER** acknowledges that it will comply with all such laws and regulations, and obtain all licenses to export, re-export or import **BARCO's** products as may be required. **PURCHASER** will not, without first obtaining any necessary licenses, export or re-export any of **BARCO's** products, proprietary information or related technical data: (a) for any prohibited end uses; (b) to any prohibited destinations; or (c) to any individuals or entities that are presently on any denied party lists. Diversion contrary to U.S. law is prohibited.

**PURCHASER** agrees to assist **BARCO** in obtaining any necessary export licenses or end-use statements for **BARCO's** goods or services required for **BARCO** to deliver its goods and services to **PURCHASER**. **BARCO** shall not be liable to **PURCHASER** for any failure to

provide goods, services or technical data as a result of any of the following governmental actions: (a) refusal to grant export or re-export licenses; or (b) cancellation of export or re-export licenses. **BARCO** reserves the right to not ship the goods or services and terminate the Agreement in its entirety, without liability to **PURCHASER**, if **BARCO** has a good faith basis for believing **PURCHASER** or any of its Related Parties has violated, or intends to violate, any country's export regulations. **PURCHASER** hereby agrees to indemnify, defend and hold harmless **BARCO** and its Related Parties from and against any and all Claims arising in connection with any breach, or alleged breach, of this section 17 by **PURCHASER** or any of its Related Parties.

## 18. TRANSHIPMENTS & DROP SHIPMENTS

Transshipment as used in these Terms and Conditions is the act of shipping **BARCO** goods to the **PURCHASER** as an intermediate destination prior to the **PURCHASER** shipping **BARCO** goods to their ultimate end-user for sale or other disposition.

**(a) Transshipments.** Purchaser agrees to the following Transshipment Policies:

- (1) Not to sell, distribute, market or ship any **BARCO**'s products from any location that has not been preapproved in writing by **BARCO**.
- (2) Not to sell, distribute, market or ship any **BARCO**'s products to any other reseller.
- (3) Not to sell, distribute, market or ship any **BARCO** products on or through any third-party website or auction website.
- (4) To obtain prior **BARCO** approval of locations, e-commerce websites and Purchaser's representative serving that territory.
- (5) In the event that **PURCHASER** violates any of the Transshipping Policies set forth herein, it shall be a breach of the Agreement resulting in account closure.

**(b) Drop Shipments.** Purchaser agrees to the following Drop Shipment policy:

Barco Uniforms offers drop shipments for our retailers (continental US only) with a \$3.00 per shipment service charge. Any orders that are returned directly to Barco Uniforms from a drop ship address are subject to a 15% restocking fee to our retailer.

## 19. INDEMNITY

**PURCHASER** shall release, indemnify, defend and hold harmless **BARCO** and its Related Parties from and against all Claims for (a) damage to, or destruction of, property or injury (including death) to any person whatsoever, including without limitation to **PURCHASER**, its Related Parties, any of its or their customers, contractors or suppliers, arising from or related to the purchase or use or operation of **BARCO**'s goods or services, **REGARDLESS OF THE CAUSE INCLUDING WITHOUT LIMITATION, THE NEGLIGENCE OR STRICT LIABILITY OF, OR BREACH OF CONTRACT, WARRANTY OR DUTY BY BARCO OR ITS RELATED PARTIES**; and (b) for any breach of any of the terms and conditions of this Agreement by **PURCHASER**.



Furthermore, notwithstanding anything contained in the Agreement to the contrary, to the maximum extent permitted under law, **PURCHASER** shall release, indemnify, defend and hold harmless **BARCO** and its Related Parties from and against any and all Claims, asserted by, derived from or in favor of any person, party or entity, in respect of or resulting from: (a) loss of or damage to any well or hole (including the cost of redrill); (b) blowout, fire, explosion, cratering or any uncontrolled well condition (including the costs to control a wild well and the removal of debris); (c) damage to any reservoir, geological formation or underground strata or the loss of oil or gas therefrom; and/or (d) pollution or contamination of any kind (other than surface spillage of fuels, lubricants, rig sewage or garbage, to the extent attributable to the negligence of **BARCO**) including but not limited to the cost of control, removal and clean-up, **REGARDLESS OF THE CAUSE INCLUDING WITHOUT LIMITATION, THE NEGLIGENCE OR STRICT LIABILITY OF, OR BREACH OF CONTRACT, WARRANTY OR DUTY BY BARCO OR ITS RELATED PARTIES.**

## **20. CONSEQUENTIAL DAMAGES WAIVER**

Notwithstanding anything contained in this Agreement to the contrary, **BARCO** shall not, in any event, be liable for any special, incidental, consequential or indirect damages, loss of profits or revenues, or for any claims, damages, costs or expenses (including legal expenses) or delay caused by defective material or workmanship (all of the foregoing collectively "**Consequential Damages**") and **PURCHASER** hereby releases **BARCO** and its Related Parties from all such Consequential Damages, **REGARDLESS OF HOW SUCH CONSEQUENTIAL DAMAGES ARE CAUSED, INCLUDING WITHOUT LIMITATION THE NEGLIGENCE OR STRICT LIABILITY OF, OR BREACH OF CONTRACT, WARRANTY OR DUTY BY BARCO OR ITS RELATED PARTIES.**

## **21. WAIVER**

The failure of either party to enforce any provision hereof will not constitute a waiver or preclude subsequent enforcement thereof. Waiver by a party of any breach of these provisions shall not be construed as waiver of any other breach.

## **22. SEVERABILITY**

The fact that a provision contained herein is held invalid, illegal or unenforceable by a court of competent jurisdiction will not affect the other provisions hereof.

## **23. GOVERNING LAW**

This Agreement shall be governed by the laws of the State of California without resort to conflict of law statutes. Each party hereby irrevocably submits itself to the jurisdiction of the federal and state courts of California located in Los Angeles, CA and waives any objection it may now or hereafter have to the placing of venue in any such courts and any right to remove any such action or proceeding to another court.

## **24. LEGAL EXPENSES**

In the event it is necessary for any party to enforce any provision of the Agreement, then in that event, the prevailing party shall be entitled to recover reasonable legal expenses on a full indemnity basis.

## 25. NOTICES

All notices required or permitted to be given hereunder must be in writing and shall be deemed effectively given when received or, if not received, when deposited with the post office as certified mail, return receipt requested, to the address of the party as contained in the Agreement, or as otherwise provided by either party upon notice to the other party.

## 26. SCOPE OF GOODS AND SERVICES TO BE PROVIDED

**BARCO** will provide to **PURCHASER** the goods and/or perform services as described in and subject to the terms and conditions of this Agreement which may be amended or modified by supplementary change orders agreed to by both parties in such event, the goods and/or services to be provided shall be deemed to include the goods and/or services described in such supplementary change orders.

**BARCO** will provide such resources and utilize such employees and/or third party consultants as it deems necessary to provide the goods and services. The manner and means used by **BARCO** to perform the services desired by the **PURCHASER** are in the sole discretion and control of **BARCO**. **BARCO** shall use commercially reasonable efforts to meet the schedules and times of performance for the services as set forth in the Agreement.

**PURCHASER** agrees to provide **BARCO** with such information, materials, and technology owned or controlled by **PURCHASER** as **BARCO** reasonably requires to provide the goods and services. **PURCHASER** hereby grants **BARCO** a royalty-free, non-exclusive, world-wide license to use **PURCHASER**'s technology, and all **PURCHASER**'s intellectual property rights covering such **PURCHASER**'s technology solely in order for **BARCO** to provide the goods and services during the term of and in accordance with the Agreement. **PURCHASER** agrees to obtain for **BARCO** the right to use, for the purpose of providing the goods and services, such third party information, materials and technology, and any intellectual property rights therein, as **BARCO** reasonably requires in order to provide the goods and services.

**BARCO** reserves the right to drawback of duty paid on materials used in the manufacture of the goods sold to **PURCHASER**. **PURCHASER** agrees to provide **BARCO** proof of exportation, as well as any other relevant documents, and to cooperate with **BARCO** to facilitate the collection of such drawback.

**PURCHASER** and **BARCO** agree to cooperate in good faith to permit **BARCO** to provide the goods and services in a timely and professional manner. **PURCHASER** understands and agrees that **BARCO**'s provision of the goods and services may depend on the completion of certain **PURCHASER** tasks or adherence to **PURCHASER** schedules within **PURCHASER**'s control; consequently the schedule for provision of the goods and services or any portion thereof may require adjustments or changes in the event such **PURCHASER** tasks or schedules change or are modified or are not completed as anticipated. **BARCO** shall bear no liability or otherwise be responsible for delays in the provision of goods and services or any portion thereof occasioned by **PURCHASER**'s failure to complete in a timely manner a **PURCHASER** task or adhere to a **PURCHASER** schedule.

## 27. ASSIGNMENT; SOURCE OF PRODUCTION

**PURCHASER** shall not assign its rights or obligations hereunder without the prior written consent of **BARCO**, which consent shall not be unreasonably withheld or delayed. Any attempted assignment in contravention of the foregoing shall be void and of no force or effect.

Subject to compliance with **PURCHASER's** applicable product quality, specifications and delivery requirements specified in the Agreement, **BARCO** reserves the right to source production of the goods supplied hereunder from any facilities which are owned by any entity controlling, controlled by or under common control with **BARCO**. **BARCO** shall have no responsibility for meeting **PURCHASER's** country-of-origin product content requirements (if any) unless **BARCO** is notified in writing of such requirements at the time **PURCHASER** places its order with **BARCO**, or in the case of standing orders, at or before the latest time **PURCHASER** may place an order in accordance with **BARCO's** production scheduling requirements.

## 28. CONSTRUCTION

No provision of this contract may be construed against **BARCO** as the drafting party. The term "including" means "including without limitation." The term "days" means calendar days unless otherwise expressly stated.

## 29. TERMINATION

In addition to any other remedies available to **BARCO** at law, **BARCO** may terminate the Agreement with the **PURCHASER** upon ten (10) days written notice, delivered by facsimile or email in the event that:

- (a) **PURCHASER** fails to perform its obligations under or otherwise breaches any provisions of the Agreement or any other contract between **PURCHASER** and **BARCO** or any of **BARCO's** affiliates;
- (b) **PURCHASER** ceases to carry on its business substantially as such business is conducted on the date of the Agreement and such change in circumstances modifies **BARCO's** obligations or impairs either party's ability to discharge its obligations under the Agreement;
- (c) **PURCHASER** is the subject of creditor protection of bankruptcy, reorganization, liquidation receivership or similar proceedings;
- (d) **PURCHASER** is unable to pay its debts as they become due;
- (e) Any term, condition or provision of the Agreement or any other contract between the **PURCHASER** and **BARCO** becomes invalid or illegal under any applicable law, rule or regulation; or
- (f) An event of Force Majeure listed in section 8 above continues for a period of more than forty five (45) days.