



## TERMS AND CONDITIONS OF PURCHASE ORDERS

Effective October 11, 2018

**Note: These Terms and Conditions of Purchase Orders are applicable in the absence of any Master Subcontract Agreement (MSA) or Consulting Services Agreement (CSA) entered into between JANUS and the Seller; however, an MSA or a CSA are only applicable for the specific goods and services covered under those respective types of agreements.**

### 1. **DEFINITIONS**

- A. "JANUS" means JANUS Global Operations LLC and its affiliates acting through its or their duly authorized representative including but not limited to JANUS Operations LLC or Subsidiaries.
- B. "Seller" means the individual, partnership, corporation or association contracting to furnish Articles to JANUS.
- C. "Terms and Conditions" means this document.
- D. "Order" means any Purchase Order or Order of JANUS to a Seller for Articles.
- E. "Articles" means the goods, products, supplies, parts, assemblies, technical data, drawings, services, work, or other items constituting the subject matter of this Order which are to be furnished by Seller to JANUS hereunder and includes, without limitation, raw materials, components, and intermediate assemblies of such articles.

2. **ACCEPTANCE AND MODIFICATION OF AGREEMENT** – An Order becomes a binding contract subject to these Terms and Conditions when accepted by written acknowledgement thereof or upon the commencement of work to fulfill an Order. Any additional or different terms contained in Seller's acknowledgement, invoice, shipping papers, or other documents relating to any Order are deemed null, void and of no effect. Any modification of any Order must be authorized in writing and signed by JANUS's authorized representative in order to be valid. Payment for articles prior to inspection and acceptance shall not constitute an acceptance thereof, nor will any acceptance affect Seller's responsibility for defects or failure to comply with these Terms and Conditions or the specifications or Scope of Work of any Order.

3. **PRICES** – All Articles shipped pursuant to any Order are purchased at prices specified in that Order. If price is not stated in an Order, it is agreed that Seller's billing shall be at the price last quoted or the prevailing market rate, whichever is lower. JANUS shall receive the benefit of any general price reduction in the Articles covered by any Order.

4. **DELIVERY** – It is agreed that time is of the essence of any Order, and Seller shall pay all excess shipping charges made necessary by delays within Seller’s reasonable control.
5. **INSURANCE** – Seller shall maintain throughout performance of any Order, at its own expense, Worker’s Compensation, Commercial General Liability, Automobile Liability, and Professional Liability (in the event of Orders for services) insurance as follows:

<b>TYPE OF INSURANCE</b>	<b>LIMITS OF LIABILITY</b>
Worker’s compensation and Employer’s liability	Statutory amount \$100,000.00
Commercial General Liability	\$1,000,000.00
Automobile Liability Combined Bodily Injury & Property Damage	\$300,000.00 each accident or loss. All vehicles recovered. Hired & non-owned
Excess Liability (umbrella form)	\$500,000.00
Professional Liability (Errors & Omissions)	\$100,000.00

Upon request, Seller agrees that JANUS shall be listed as an additional named insured with notice of cancellation on any such policies and agrees to furnish to JANUS the insurance carrier’s certificate evidencing the aforementioned insurance with a minimum cancellation period of thirty (30) days. The purchase of such insurance or the furnishing of such insurance certificate shall not be a satisfaction of Seller’s liability hereunder or in any way modify Seller’s indemnification of JANUS or its Client.

6. **INVOICING AND PAYMENT** – Seller shall submit a separate invoice for each delivery of Articles made in fulfilling any Order. Each invoice must reference: the JANUS purchase order number, release or charge order number, if applicable, quantity delivered, quantity backordered, net unit price, extend price, total amount due, date delivered, and JANUS representative who can confirm receipt. Payment will only be made by JANUS upon acceptance of Articles and receipt of a valid invoice containing the aforementioned data. Payment due dates, including discount periods, will be computed from date of receipt of valid invoice to the date JANUS remittance is mailed. Discounts, if applicable, will be taken on the total amount of invoice unless freight and other charges are itemized separately. Terms of payment shall be as specified on the Order. In the event terms of payment are not specified, “Net 30 days” will be the applicable terms of payment.
7. **PACKING** – No packing or boxing charges of any kind shall be paid by JANUS without its prior written consent.
8. **TRANSPORTATION/RISK OF LOSS** – Transportation of Articles purchased hereunder will be F.O.B. – Destination unless otherwise specified on the Order.

Transportation charges on Articles covered herein shall be prepaid in all cases. No transportation, freight or insurance costs shall be payable to JANUS unless authorized in writing. Risk of loss of Articles hereunder shall remain with Seller until final acceptance by JANUS.

9. **WARRANTY** – Seller warrants that all Articles delivered pursuant to an Order will have been produced, sold, and delivered in compliance with all applicable Federal, State and Local and/or Municipal laws including specifically all applicable Uniform Commercial Codes, rules, ordinances, and regulations. Seller further warrants that all Articles furnished shall be of merchantable quality, fit for the particular purpose intended, free from defects in material and workmanship and will conform to the applicable drawings, specifications, samples or descriptions provided by JANUS. JANUS's approval of designs furnished by Seller shall not relieve Seller of its obligations hereunder. Seller warrants that any services provided will conform to all applicable specifications or descriptions furnished by JANUS, and if Seller is responsible for specifying the type of service procured, Seller warrants that such services shall be fit and sufficient for the purposes intended by JANUS. The warranties of Seller, together with service guarantees, shall survive inspections, tests and acceptance, and shall extend to JANUS and/or JANUS's client.
10. **INSPECTION** – JANUS and JANUS's Client may, at any time by prior appointment, based upon reasonable notice, inspect Seller's facilities which will or may be used in the performance of any Order, and at any time and place before, during, or after manufacture or completion may inspect and test all material and workmanship entering into the performance of any Order. No such inspection or test shall in any way relieve Seller if its obligations to furnish all Articles in strict compliance with the terms and conditions of the Order. If inspection and test is made on the premises of Seller or any of its Suppliers, Seller shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and tests shall be performed in such a manner as to not unduly delay the work. All Articles, materials or services are subject to final inspection and acceptance, notwithstanding any payments or prior inspections and acceptance, and shall extend to JANUS and/or JANUS's Client.
11. **REJECTIONS** – If any of the Articles provided pursuant to the performance to any Order are found to be defective in material or workmanship or otherwise not in conformity with the requirements of the Order at any time within (24) months after delivery of goods and after client sign off for services, JANUS, in addition to any other legal rights which it may have under warranties or otherwise, shall have the right to reject and return such Articles at Seller's expense and require that such Articles be corrected or replaced promptly with satisfactory materials or workmanship, all at Seller's expense. If JANUS so rejects articles or if Seller when requested by JANUS fails to proceed promptly with the replacement or correction thereof, JANUS may terminate the Order for default or may replace or correct such

Articles and, in either event, may charge Seller the cost or damages occasioned JANUS thereby. The two (2) year period does not apply to latent defects, fraud, or such gross mistakes as amount to fraud.

12. **INDEPENDENT CONTRACTOR** – Seller hereby declares that it is an independent business, that similar Articles are provided for other buyers, and JANUS is not Seller’s sole and only client. Seller shall provide and ensure control over its employees, agents, and all of its suppliers, service providers, and subcontractors.
  
13. **INDEMNIFICATION** – Parties shall mutually indemnify, defend and hold harmless, its affiliates and subsidiaries, their officers, directors, and employees and their successors, heirs and representatives from any responsibility or liability in any way for any claims, losses, damages, or expenses arising out of the death or injuries to, or any damages to any persons, or damage or destruction of any property, including loss of use, arising out of, incident to, or in connection with performance of any Order.
  
14. **COMPLIANCE WITH LAWS: UNITED STATES AND OTHER LOCATIONS-**  
Seller, in its dealing with JANUS and with any other lower-tier subcontractor, agrees to abide by all laws and regulations of the United States which relate to the provision of the goods and/or services, the Work, under this Order. Some of those laws and regulations include but are not limited to, and as amended, “The Foreign Corrupt Practices Act” 15 U.S.C. 78dd-1 et seq.; “The Procurement Integrity Act” 41 U.S.C. 2102; “The False Claims Act” 31 U.S.C. 3729; “Truthful Cost or Pricing Data Act” 41 U.S.C. 35 et seq.; “The Anti-Bribery Act” 18 U.S.C. 201; “Anti-Kickbacks Act” 41 U.S.C. 702; “Prohibition on Restricting Trade” 41 U.S.C. 4704; all Export Control Laws (e.g. ITAR, BIS, and CBP), and the Federal Acquisition Regulation (“FAR”) and the DFAR and DOSAR which sets forth requirements that implements some of the laws already referenced. Specifically prohibited actions under this Order include but are not limited to bribery; kick-backs; gratuities; personal relationships and other conflicts of interests with government and/or contracting officials which might provide Seller a knowing advantage; providing fraudulent or defective cost and pricing data; or projecting the appearance of impropriety with regard to any of the foregoing. If Seller or their personnel will be providing the Work under this Order outside the United States, Seller agrees to abide by all laws of the host country. The Seller shall include this clause in all consulting agreements and subcontracts of any tier that are utilized during the performance of the Work. The terms “contract”, “Contractor”, and “Contracting Officer” within any of the above referenced laws or regulations shall be appropriately modified to preserve JANUS’s rights

The Seller shall abide by all import and export control laws of any country, such as the United States of America’s International Traffic in Arms Regulations (“ITAR”) and/or the Export Administration Regulations (“EAR”) as well as those of Customs and Border Protection (“CBP”), where the Seller is providing and/or obtaining goods

and services. Such laws may prohibit and/or require specific prior authorization, such as export licenses, in regard to utilizing items, technology, or services in another country or the provision of such items, technology, or services to certain foreign nationals. It is the Seller's duty to understand and comply with these laws

Specifically, but not limited to the below subsections, the Seller represents the following in order to ensure compliance with this section of the Agreement:

- a. That the Seller shall take no action which would cause JANUS, JANUS affiliate, or any JANUS officer or employee to be in violation of any law in a Host Nation where JANUS is or is contemplating the performance of services, or the United States.
- b. That the Seller shall provide information to JANUS as a part of any selection and/or approval process which is complete and true
- c. That no owner, partner, officer, director or employee of Seller has been, is, or is anticipated to become during the term of this agreement (i) an official or employee of any government (federal, regional or local) or any political subdivision, ministry, agency, or political party, (ii) an employee of an enterprise owned or controlled by a government, (iii) a candidate for political office or hold political office, or (iv) an officer or employee of a public international organization, such as the World Bank. If any such owner, partner, officer, director or employee of Seller shall become a candidate for political office, Seller shall provide JANUS with written notice of such intent identifying the office sought, the date of the election and whether that person would remain employed by Seller if elected.
- d. That the Seller shall not directly or indirectly pay, offer, promise or give or authorize to pay, offer or give money or anything of value to (i) any official or employee of any government (federal, regional or local) or any political subdivision, ministry, agency, or political party, (ii) any employee of an enterprise owned or controlled by a government, (iii) a political party, a candidate for political office or person holding political office, or (iv) an officer or employee of a public international organization, such as the World Bank, or to any other person while being aware of or having a belief that such money or item of value will be passed on to one of the above, to influence any act or decision by such person or by any governmental body for the purpose of obtaining, retaining or directing business to JANUS or to otherwise obtain an improper advantage for JANUS.
- e. That any fee paid by JANUS to Seller hereunder shall be for services actually rendered to JANUS, and no part of any such fee paid to Seller hereunder or any other funds of Seller shall, directly or indirectly, be paid to, or accrue for the benefit of, any official, agent, or employee of any



- government (federal, regional or local) or any political subdivision, ministry, agency, or authority thereof, an enterprise owned or controlled by a government, or a political party or an official, agent or employee of a political party, or a candidate for political office, or a director, officer, employee or shareholder of any customer or known prospective customer of JANUS.
- f. That the Seller represents and certifies that it has not or any of its principals have been convicted of or pleaded guilty to a criminal offense, including one involving fraud, corruption, or moral turpitude, that it is not now, to the best of its knowledge, the subject of any government investigation which has not been disclosed to JANUS, and that it is not now listed by any government agency as debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for government programs.
  - g. That the Seller agrees to give prompt written notice to JANUS if, at any time during the term of the Agreement, Seller has failed to comply with or has breached any of its warranties. In the event Seller has breached any of its warranties, it shall forfeit any claim to future payments under this contract.
  - h. That with respect to Seller's compliance with its obligations under this Agreement, at all times that this Agreement remains in effect and for a period of twenty-four months following any lapse or termination of this Agreement, JANUS shall have the right to conduct an audit of Seller's records that reasonably relate to such compliance. Such audit shall include the right to interview Seller's employees, and representatives with respect to such records.
  - i. The Vendor shall avoid situations wherein their actions may present a conflict of interest between their obligations to JANUS under this Agreement and any other business arrangement they may have. The Vendor warrants that there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. This includes disclosing to JANUS of any personal affiliation that they or any of their employees may have or had with either current or previous JANUS personnel. The Vendor shall disclose all such relevant information in writing prior to delivery of items and/or services. Furthermore, Vendor shall have an ongoing duty to immediately disclose any new facts or changes of circumstance that may occur during the course of this agreement. Disclosure of personal affiliation or similar information will not necessarily disqualify or otherwise negatively impact Vendor.

**Combating Trafficking In Persons:**

The United States Government and JANUS have adopted a zero tolerance approach to the effort to end human trafficking

Seller agrees to comply with all laws and regulations of the United States, as amended, which relate to the effort of “Combating Trafficking in Persons.” This would include but is not limited to 18 U.S.C. 1581 “Peonage, Slavery & Trafficking in Persons” and FAR 52.222-50 “Combating Trafficking in Persons.” Some of the practices prohibited by these laws during the period of performance include: severe forms of trafficking in persons, procuring commercial sex acts, indentured servitude, recruiting fees, illegal withholding from pay, inhumane living conditions, misleading employment agreement and/or not in the employee’s native language, and the withholding of an employee passport or other traveling documentation for the purpose of restricting travel. Under certain situations where the value of an Order is at a certain threshold (e.g. \$500,000), Seller may be required to implement a Program to address human rights and involving risk/impact assessments, training, certification, and posting information. JANUS will advise Seller under these circumstances.

The following information and definitions have been provided to JANUS by the United States Government in order that it may be inserted in this Agreement.

The Contractor, Subcontractor, and/or Seller shall not

- (1) Engage in severe forms of trafficking in persons during the period of performance of the contract
- (2) Procure commercial sex acts during the period of performance of the contract; or
- (3) Use forced labor in the performance of the contract.

*Severe forms of trafficking* in persons means –

- (1) Sex trafficking in which a commercial sex act is induced by force, fraud or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
- (2) The recruitment, harboring, transportation, provision or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage or slavery.

*Commercial sex act* means any sex act on account of which anything of value is given to or received by any person.

*Forced Labor* means knowingly providing or obtaining the labor services of a person –

- (1) By threats of serious harm to, or physical restraint against, that person or another person;
- (2) By means of any scheme, plan or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or

(3) By means of the abuse or threatened abuse of law or the legal process.

Engaging in any act prohibited by this “Human Trafficking” subsection shall subject Employee (Subcontractor and/or Seller) to immediate disciplinary action up to and including termination.

It is the Seller’s obligation to understand and seek their own counsel in regards to the above laws and regulations as well as the best method to implement, provide oversight, gather best practices and lessons learned, and then achieve continuous improvement.

The Seller shall include the above language in all consulting agreements and subcontracts of any tier that are utilized during the performance of the Work. The terms “contract”, “Contractor”, and “Contracting Officer” which are referred to within any of the above referenced laws or regulations shall be interpreted so as to mean “Terms and Conditions,” “Seller” and “JANUS” respectively. Any other language in the above references laws shall be likewise interpreted appropriately in order to preserve JANUS’s rights.

**15. TERMINATION**

- A. Termination for convenience – JANUS may, at any time, terminate any Order, either in whole or in part, for its convenience, upon written notice to Seller. Seller shall be paid in accordance with the terms of the Order for all Articles delivered and accepted by JANUS through the date of termination. JANUS shall not be obligated to pay Seller any other costs related to manufacturing, re-stocking, cancellation with lower-tier vendors, any losses, damages, including prospective profits, for articles not provided, arising out of or related to such termination.
- B. Termination for Default – If Seller defaults in the performance or breaches any of its obligations set forth in an Order and Seller fails to remedy such default or breach immediately, or there is any nonconformity in the Articles, or any part thereof, purchased hereunder, or if Seller becomes insolvent or a Trustee or Receiver of Seller’s business or assets is appointed, or any Petition in Bankruptcy is filed on behalf of Seller, any of these shall constitute default under these Terms and Conditions. In any such an event, JANUS may terminate any Order, in whole or in part, by written notice to Seller and JANUS shall have no further liability or obligation whatsoever to Seller by reason of or resulting from such termination.

**16. DISPUTES** – Any disputes arising under an Order, including disputes regarding termination, not settled by agreement of the Parties shall be decided by litigation in a court of jurisdiction specified within these Terms and Conditions. Pending any decision, appeal, suit, or claim pursuant to this section, Seller shall proceed diligently with the performance of the work under the Order. The rights of JANUS



and the obligations of Seller shall survive completion of performance of the Order and final payment.

17. **CHANGES OR REQUESTS FOR ADJUSTMENT** – JANUS may, at any time by written notice to Seller, make changes to an Order (Change Notice). Any claim for additional compensation or extension of time shall be made in writing within ten (10) days of issuance of a Change Notice from JANUS. Failure to provide such written claim shall constitute a waiver of such claim for adjustment. Failure to reach mutual agreement regarding such adjustments shall constitute a dispute to be resolved under the Disputes section of these Terms and Conditions.
18. **PATENTS** – Seller agrees to defend, protect, and hold harmless JANUS, its successors, assigns, customers, and users of its products and services against all demands for actual or alleged infringement of any United States or foreign patent or copyright by reason of any use or sale of the Articles provided hereunder.
19. **CONFIDENTIALITY** – Confidential or proprietary information of JANUS or JANUS's Client may be disclosed to Seller during the term of an Order. Seller agrees not to disclose, either in whole or in part, any such information to any person for any purpose whatsoever, unless requested to do so in writing by JANUS, and to bind its employees, officers, agents, and all subcontractors or service and/or material suppliers to this same obligation. The Vendor shall avoid situations wherein their actions may present a conflict of interest between their obligations to JANUS under this Agreement and any other business arrangement they may have. The Vendor warrants that there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. This includes disclosing to JANUS of any personal affiliation that they or any of their employees may have or had with either current or previous JANUS personnel. The Vendor shall disclose all such relevant information in writing prior to delivery of items and/or services. Furthermore, Vendor shall have an ongoing duty to immediately disclose any new facts or changes of circumstance that may occur during the course of this agreement. Disclosure of personal affiliation or similar information will not necessarily disqualify or otherwise negatively impact Vendor.
20. **RECORDS RETENTION** – Seller shall retain in legible form all records related to an Order including records related to services provided by the Seller for a period of three (3) years from date of final payment. Seller authorizes JANUS to inspect and audit said records, upon reasonable notice during business hours, for a period of three (3) years after the acceptance of the Articles provided by Seller.
21. **NOTICE OF DELAYS** – In the event that the timely performance under an Order is delayed, or threatened to be delayed by any occurrence, including, but not limited to labor disputes, work stoppages, weather, terrorism, acts of war, or acts of God, Seller shall immediately notify JANUS in writing of all relevant information with respect to such occurrence(s). Failure to so notify JANUS constitutes 1) a

waiver of delay or adjustment occasioned by such cause and 2) Seller's agreement to reimburse JANUS, and otherwise make JANUS whole, for any and all increased costs and expenses JANUS may suffer as a result of such delay. Seller shall insert the substance of this term in all purchase orders issued by Seller to lower-tier subcontractors, service providers, and vendors.

- 22. NON-DISCRIMINATION IN EMPLOYMENT** – Seller agrees and hereby certifies that in providing the Articles hereunder, it shall not discriminate against any employee or applicant because of race, color, religion, age, sex, or national origin. Seller shall abide by provisions of all applicable governmental laws and regulations pertaining to non-discrimination, including, but not limited to, Executive Orders 11246 and 11141 (Equal Employment Opportunity); 41 CFR 60 – 741.4 (Employment of the Handicapped); 41 CFR 60-250.4 (Employment of Disabled Veterans and Veterans of the Vietnam Era); regulation regarding Utilization of Small Business Concerns and Small Disadvantaged Business Concerns; regulations regarding Utilization of Labor Surplus Area Concerns; and regulations regarding Women – Owned Small Business Concerns. Seller shall insert the substance of this term in all purchase orders issued by Seller to lower-tier subcontractors, service providers, and vendors.
- 23. SOCIAL SECURITY AND WAGE TAX LIABILITY** – With respect to all persons at any time employed by, or on the payroll of Seller in providing any Articles directly or indirectly to JANUS pursuant to an Order, Seller accepts full and exclusive liability for the payment of all applicable contributions or taxes for unemployment insurance and old age retirement and other benefits, pensions or annuities, and applicable wage or income taxes, now or hereafter imposed by the United States, and any State or political subdivision thereof. Seller shall furnish JANUS such payroll and employment information as JANUS may require to demonstrate compliance with the above obligations. If JANUS shall be required by law to pay any contribution, tax or penalty because of Seller's failure to furnish the aforesaid information, Seller shall forthwith reimburse JANUS for the entire amount so paid. Seller shall insert the substance of this term in all purchase orders issued by Seller to lower-tier subcontractors, service providers, and vendors.
- 24. FAIR LABOR STANDARDS** – Seller warrants, in connection with the Articles provided hereunder, its compliance with all applicable requirements of United States Labor laws including but not limited to the Fair Labor Standards Act, Service Contract Act, Davis Bacon Act, as amended, and of regulations and orders issued by the United States Department of Labor. Seller shall insert the substance of this term in all purchase orders issued by Seller to lower-tier subcontractors, service providers, and vendors.
- 25. ASSIGNMENT** – No Order from JANUS may be assigned by the Seller, either in whole or in part, without the prior written consent of JANUS.

26. **SET-OFF** – Any indebtedness of JANUS to Seller arising out of other Orders or other activity with JANUS may, at JANUS’s option, be credited against amounts owing by JANUS to the Seller with regard to any other Order.
27. **FORCE MAJEURE** – JANUS may delay delivery or acceptance of Articles hereunder occasioned by causes beyond its reasonable control. Seller shall hold such Articles at the direction of JANUS, and shall deliver them when the cause of the delay has been removed. Causes beyond JANUS’s control shall include without limitation; fire, flood, unusually severe weather, acts of God, war, riots, civil insurrection, or the acts of the common enemy, strikes or other labor difficulty or governmental acts or omissions.
28. **SALES AND USE TAX** – Seller is required to pay all applicable Sales and Use Taxes to the extent such taxes are applicable to Articles provided hereunder, and further agrees to hold JANUS harmless from any and all claims related to Sales and Use Tax as applicable to Articles provided hereunder. Seller shall provide certification that all Sales and Use Taxes due have been or will be remitted to the appropriate taxing authority upon request.
29. **REMEDIES** – The remedies herein reserved shall be cumulative and additional to any other or further remedies provided in law or equity. No waiver of a breach of any provisions of any Order shall constitute a waiver of any other breach.
30. **RELEASE OF ALL CLAIMS** – Upon completion of the delivery of the Articles and after final inspection and approval thereof by JANUS’s representative, Seller shall submit a Release of all Claims in a form satisfactory to JANUS showing that all charges for labor and material have been fully paid. Seller shall furnish JANUS such documentation as JANUS may require (including Release of all Claims from any subcontractor, vendor or supplier of Seller) to show compliance with this obligation. JANUS may require proof of Seller’s payment of charges for labor and material during the process of the work and before any interim payments are made to Seller by JANUS.

Approval by JANUS of Seller’s work shall not relieve Seller of its obligations to JANUS. Seller agrees that no mechanic’s lien whatsoever shall be filed against JANUS, its Client or JANUS’s Client’s premises by Seller or any other subcontractor, vendor or supplier of Seller for the supply of any Article or service in the performance of the work under an Order, and the right to file such lien is hereby waived. Seller agrees to indemnify and hold JANUS and its Client harmless from any and all such costs (including reasonable attorney’s fees) arising out of any lien by Seller and any subcontractor, vendor or supplier of Seller.

If notice is given of any claim or intention to file a lien by any subcontractor, vendor or supplier of Seller, or if any liens or claims arising from the work are filed by any subcontractor, vendor or supplier of Seller against JANUS, its Client or the Plant,

site, material, work, or any of them, Seller shall, on being informed thereof, immediately proceed to use its best efforts to have such liens or claims paid or stricken from the records, and shall, insofar as it is reasonable, protect JANUS and its Client and such buildings, structures, and sites accordingly. If such liens or claims are not released of record within one month from the time Seller is notified thereof, JANUS shall have the right to take such action as necessary to have the same done. Should there be any liens or claims arising after all payments due Seller have been made, Seller, upon demand, shall reimburse JANUS or its Client for all monies that JANUS or its Client is compelled to pay, including fees and expenses, in discharging and satisfying such liens or claims.

Seller shall insert the substance of this term in all purchase orders issued by Seller to lower-tier subcontractors, service providers, and vendors.

31. **ADVERTISING** – Seller is hereby restricted, without first obtaining the written consent of JANUS, from advertising or publishing in any manner whatsoever, the fact that JANUS has contracted with Seller to furnish Articles covered herein. Failure to observe this restriction represents a breach of Seller’s obligations hereunder, and may be cause for termination of any Order under these Terms and Conditions.
32. **SEVERABILITY** – Any provision or part thereof of an Order or these Terms and Conditions held to be void or unenforceable under any law or by any court shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties. Subsequently, the Parties may reform or replace such stricken provision or part thereof with a valid and enforceable provision which expresses the intent of the stricken provision.
33. **PERMITS** – Seller shall obtain and maintain all permits and licenses and pay all fees and charges required to perform the requirements of any Order.
34. **SITE INSPECTIONS** – Seller may at their own expense make prior inspections of the premises for which Articles hereunder are to be provided to become familiar with all conditions thereof, and shall be deemed to have made such inspections.
35. **LIMITATION OF LIABILITY AND ACTIONS** – In addition to other limitations of remedies set forth in these Terms and Conditions in no event shall either party be liable for any incidental, consequential, special; indirect or punitive damages or specific performance. Further, the Parties agree any action or cause of action resulting from any alleged breach, on the part of either party, of any contractual obligation must be commenced within one (1) year after the delivery of such Articles.
36. **GOVERNING LAW AND VENUE** – Interpretation of an Order and these Terms and Conditions are to be governed by and construed in accordance with the laws

of the State of Tennessee with the Seller agreeing to submit to jurisdiction and venue in the state and federal courts in either Knox or Loudon County, Tennessee.

37. **ENTIRE AGREEMENT** – Seller agrees that these Terms and Conditions, along with any actual Orders, contain the entire understanding of the parties with the respect to the subject matter hereof and thereof and there are no verbal understandings, statements, or stipulations bearing upon the meaning or effect of same.