

## Terms and Conditions

**1. Applicability.** With the exception of this Section 1, these PO Terms and Conditions will only apply if neither Amazon.com Inc. nor any of its Affiliates has entered into a main agreement with Supplier or one of its Affiliates that would, by its terms, govern this purchase ("Main Agreement"). In the event a Main Agreement is in place between Purchaser and Supplier, the Main Agreement will govern and the remaining portion of these PO Terms and Conditions will be void with respect to the Purchase Order.

**2. Definitions.** Capitalized terms have the following meanings: (a) "Goods" means the goods, software, and other items supplied or to be supplied under this Purchase Order (if any); (b) "Project" means all Goods and Services; (c) "Purchaser" means the entity specified as the purchaser on the first page of this Purchase Order; (d) "Services" mean the services provided or to be provided under this Purchase Order (if any); (e) "Statement of Work" means the document specifying, without limitation, the scope, objective, and time frame of Project that Supplier will perform for Purchaser; (f) "Supplier" means the individual or entity specified as the supplier; (g) "PO Terms and Conditions" means Sections 1-35 hereof; (h) "Amazon Policies" means the Amazon Health and Safety Policies, Amazon's Code of Business Conduct and Ethics, Supplier Code of Standards and Responsibilities, all of which will be provided to Supplier upon request, and all other policies Purchaser communicates to Supplier in writing; and (i) "Affiliates" means, with respect to a particular person, any entity that directly or indirectly controls, is controlled by, or is under common control with such person.

**3. Purchase Order.** The Purchase Order, the PO Terms and Conditions, and any attachments and exhibits, specifications, drawings, notes, instructions and other information, whether physically attached or incorporated by reference (collectively the "Purchase Order"), constitutes the entire agreement between the Purchaser and the Supplier. The Purchase Order does not constitute a "firm offer" within the meaning of Section 2-205 of the Uniform Commercial Code or any other laws or regulations with similar effect, and may be revoked at any time prior to acceptance.

**4. Acceptance.** Supplier will be deemed to have accepted the PO Terms and Conditions upon the earliest of: (a) Supplier's signing and returning a copy of this Purchase Order to Purchaser, (b) Supplier's shipping the Goods to Purchaser or invoicing the Purchaser for such Goods, (c) Supplier starting performance of the Services or invoicing the Purchaser for such Services, or (d) Supplier's acceptance of this Purchase Order by other commercially acceptable means.

**5. Supplier Forms.** The Supplier may use its standard business forms to administer the Project under the PO Terms and Conditions, but use of such forms is for Supplier's convenience only and does not alter the Purchase Order or the PO Terms and Conditions. PURCHASER WILL NOT BE BOUND BY, AND SPECIFICALLY OBJECTS TO, ANY TERMS OR CONDITIONS THAT ARE DIFFERENT FROM, INCONSISTENT WITH, OR IN ADDITION TO THESE PO TERMS AND CONDITIONS, UNLESS THE PURCHASER (a) SPECIFICALLY AGREES TO SUCH TERM OR CONDITION IN A WRITING SIGNED BY PURCHASER AND (b) ACKNOWLEDGES IN THAT WRITING THAT SUCH TERM OR CONDITION REPLACES, OR IS IN ADDITION, TO THE TERMS OR CONDITIONS IN THESE PO TERMS AND CONDITIONS.

**6. Price and Payment.** Unless expressly stated in the Purchase Order, the price specified in the Purchase Order is inclusive of all applicable taxes, freight, packaging, insurance, handling, permits, approvals, licenses and other charges. Prices are not subject to increases or additional charges for any reason; however, Purchaser will receive the benefit of any general reduction in Supplier's prices prior to delivery. Discount periods, if applicable, will commence on the date shipment is received or accepted by Purchaser or the date of receipt of invoice, whichever is later. Supplier will separately invoice Purchaser (a) for each shipment of Goods, (b) in accordance with any schedule agreed to by Purchaser (monthly, quarterly, etc.) and (c) for each milestone payment agreed to by Purchaser. If no milestones or schedules have been agreed, Supplier will invoice at the completion of all Services under this Purchase Order. Supplier's invoice will reference only the relevant Purchase Order and the amounts due thereunder (and no other purchase orders or other amounts due). Unless otherwise stated or required by applicable law, Purchaser or its third-party financing source will make payment within 60 days after the later of (a) Purchaser's receipt of Supplier's correct invoice at the "send invoices to" address and (b) Purchaser's acceptance of the Project. Purchaser is not required to pay invoices received more than 120 days after acceptance of the Goods or Services covered by the invoice. Supplier will use its reasonable best efforts to assist Purchaser in all legal efforts to minimize taxes resulting from performance of this Purchase Order.

<p><b>7. Taxes.</b> Each party will be responsible for identifying, paying and reporting to the relevant authorities all taxes and other governmental fees and charges (and any penalties, interest, and other charges) that are imposed on that party or otherwise required by the transactions governed by this Purchase Order. Supplier may charge and Purchaser will pay applicable national, state or local sales or use taxes, value added taxes ("VAT"), or goods and services taxes or similar transaction taxes ("GST") that Supplier is legally obligated to pay to governmental authorities (collectively, "Taxes"). Supplier's original invoice to Purchaser must state those Taxes separately and meet the requirements for a compliant tax invoice. Supplier will submit to Purchaser a valid invoice for VAT, GST and similar Taxes, and comply with all applicable tax filing requirements with respect to payments under this Purchase Order. Purchaser may withhold payment until Supplier provides invoices that comply with this Section 7. Purchaser may provide Supplier with an exemption certificate or equivalent information acceptable to the relevant taxing authority, in which case, Supplier will not charge or collect the Taxes covered by that certificate. Purchaser may deduct or withhold any Taxes that Purchaser may be legally obligated to deduct or withhold from any amounts payable to Supplier under this Purchase Order, and payment to Supplier as reduced by those deductions or withholdings will constitute full payment and settlement to Supplier of amounts payable under this Purchase Order. Supplier will provide Purchaser with any forms, documents, or certifications as may be required for Purchaser to satisfy any information reporting or withholding tax obligations, and to establish Supplier's compliance with applicable tax filing requirements, with respect to any payments under this Purchase Order.</p>
<p><b>8. Performance; Transfer of Title.</b> Time is of the essence in Supplier's performance under this Purchase Order. Supplier will perform the Project in accordance with the schedule specified in the Purchase Order or as otherwise agreed in writing by Supplier and Purchaser. Supplier will deliver the specified quantity of Goods to Purchaser at the "ship to" address no later than the specified delivery date and no earlier than the "Delivery No Earlier Than" date. Supplier promptly will advise Purchaser in writing of any delay, circumstance or development that impairs Supplier's ability to provide the Project by the required delivery date. Supplier will properly package the Goods to protect against damage and theft during shipment, handling and storage. Supplier will bear the risk of loss for the Goods until Purchaser confirms receipt. To the extent that title to any digital or tangible property is transferred under this Purchase Order, title will transfer from Supplier to Purchaser upon receipt and acceptance by Purchaser. For the transfer of any property by Purchaser to Supplier, title will pass to Supplier upon delivery or transmission to common carrier. Upon request of Purchaser, Supplier will promptly deliver to Purchaser all Work Product and other similar items, and all data, reports, summaries, estimates, and any other information or materials as Supplier may have collected or created in performing Services. Supplier will not be entitled to payment on any outstanding invoice until delivery of the foregoing items to Purchaser.</p>
<p><b>9. Cancellation and Modifications.</b> Purchaser may terminate or modify all or any portion of this Purchase Order prior to shipment of any Goods or Supplier's commencement of performance of Services at no charge and without liability by giving Supplier written notice of such termination or change. Purchaser may terminate or modify this Purchase Order for any Goods after shipment and prior to Purchaser's acceptance of such Goods, and Purchaser will pay only the shipping expenses for returning such Goods to Supplier's shipping location and incur no further charge or liability. Upon cancellation of a Purchase Order related to Services after Supplier has commenced performance of such Services, Supplier will promptly terminate the Services and Purchaser is only liable to pay for Services performed and liabilities incurred prior to cancellation (except that if the specified fees are a fixed amount, Purchaser will pay a pro rata fee to the extent the Services are complete). Upon cancellation, Supplier will promptly deliver to Purchaser, without request, all deliverables, Work Product and other items, and all data, reports, summaries, estimates, and any other information or materials as Supplier may have collected or created in performing Services. Supplier is not entitled to payment under any outstanding invoice until delivery of the foregoing items to Purchaser is complete.</p>
<p><b>10. Rejection and other Remedies.</b> If the Project does not strictly comply with the requirements of this Purchase Order, Purchaser may reject any or all of them within a reasonable period of time after delivery without regard to whether payment has been made. In such case, Purchaser may, at Supplier's expense, (a) retain any or all of such Goods for correction by Purchaser or others, (b) return any or all of such Goods with or without instruction for correction or replacement or (c) procure replacement Goods from a third party and require Supplier to reimburse Purchaser for its associated costs and expenses associated. Supplier will promptly comply with any instruction for correction or replacement. If Purchaser requests Supplier to make any correction and Supplier thereafter fails or indicates its inability or unwillingness to do so, Purchaser may have the correction made by a third party and charge Supplier for all such costs and expenses incurred in connection with such correction. Supplier may, in lieu of rejection, retain any or all of such Goods for use as delivered, subject to an equitable adjustment in price as described below. Purchaser will be entitled to recover from Supplier (by credit, offset, refund, invoice or otherwise) an equitable amount for the diminished value of any uncorrected Goods and all costs reasonably incurred by Purchaser in connection with rejected Goods (including but not limited to all costs of correction by Purchaser or others and all costs to return Goods to Supplier). Supplier will, at no cost to Purchaser, promptly and satisfactorily correct any defects in the Project or anything else not in conformity with this Purchase Order.</p>
<p><b>11. Inspection.</b> All specifications, drawings, samples, requirements, descriptions, other materials and plans that relate to the Project are incorporated in this Purchase Order by reference. Purchaser may inspect the Project at any time, and Supplier will provide reasonable access and facilities for such inspection prior to shipment. No Project will be deemed accepted before final inspection by Purchaser at the specified destination. Purchaser's inspection, failure to inspect or failure to discover any defect, acceptance or payment will not waive or limit any warranty, relieve Supplier of any obligation hereunder or impair Purchaser's rights or remedies at law or in equity.</p>
<p><b>12. Audit.</b> Purchaser may upon reasonable notice and during normal business hours examine and make copies of all books and records relating to the Project or, if applicable, make a physical inspection of Supplier's premises relating to Supplier's performance of its obligations under the Purchase Order. Supplier will provide reasonable assistance in collecting and reporting data requested by Purchaser for the purposes of investigation or audit. For a period of three years after Purchaser makes its last payment due under this Purchase Order, or such time frame as required by applicable law, Supplier will keep (in accordance with generally accepted auditing standards), and Purchaser may (upon five business days' notice and during normal business hours) examine, undertake an audit of, and make copies of, all books and records relating to this Purchase Order. If any audit reveals that Supplier has failed to comply with any material obligation under this Purchase Order, Supplier will cure the noncompliance within thirty (30) days of the audit.</p>
<p><b>13. Purchaser-Furnished Property.</b> Supplier assumes complete liability for all tools, articles, materials, equipment, software and other items, if any, furnished by Purchaser to Supplier in connection with this Purchase Order ("Purchaser Property"). Supplier will use Purchaser Property solely to the extent necessary for the proper provision of the Project and in accordance with all instructions from Purchaser. Supplier agrees to pay for all Purchaser Property damaged, lost or not otherwise accounted for to Purchaser's satisfaction. The furnishing to Supplier of any Purchaser Property in connection with this Purchase Order will not, and will not be construed to, vest title to Supplier.</p>
<p><b>14. Hazardous Material; Waste.</b> Any hazardous materials to be provided to Purchaser under this Purchase Order must be marked, labeled, and offered for transportation in accordance with all applicable legal requirements. All packages must be in approved containers and material safety data sheets must be included with each shipment. To the maximum extent permitted by law, Supplier will be solely responsible for any waste generated by Supplier during the course of performing Services, including properly identifying and classifying the waste, and all costs associated with recycling and disposal. Supplier is and will identify itself as the generator of the waste, including on shipping-related documents. For purposes of this Section 14, "hazardous material" means any chemical, compound, material, waste or other item whether in liquid, solid or gaseous form, which is regulated or restricted as a hazardous material (or any analogous designation) by any laws, rules or regulations of any national, state, municipal, or local authority, whether statutory or regulatory in nature.</p>
<p><b>15. Relationship.</b> Supplier will perform under this Purchase Order as an independent contractor of Purchaser, and this Purchase Order will not be construed to create a partnership, joint venture, agency, employment, or any other relationship between Supplier and Purchaser. Supplier will not represent itself to be an employee, representative or agent of Purchaser. Supplier will have no authority to enter into any agreement on Purchaser's behalf or in Purchaser's name or otherwise bind Purchaser to any agreement or obligation.</p>
<p><b>16. Software Licenses.</b> Supplier hereby grants to Purchaser a non-exclusive, worldwide, perpetual, irrevocable, sub-licensable, transferrable, royalty-free, fully paid up license to use, sell, offer for sale, reproduce, perform, display, distribute, and import any software, including any third party software or packaged software, which is ordered or contained in the Project and its related documentation, unless otherwise specified in the Purchase Order. Purchaser may install, use, operate and copy the software on any number of networked or non-networked hardware at any facility or location, subject to any specified volume or other license parameters, and use and copy related documentation as necessary or desirable in connection with the installation, use and operation of the software. Purchaser may sublicense any and all rights granted under this Section 16 to its Affiliates and to any third parties who perform services for Purchaser or any of its Affiliates.</p>
<p><b>17. Confidential Information; Publicity.</b> Supplier and its Affiliates will comply with the terms of any nondisclosure agreement between Supplier (or any of Supplier's Affiliates) and Purchaser (or any of Purchaser's Affiliates) (the "NDA"). If no such agreement exists or the NDA has expired or is no longer in full force and effect, Supplier, its Affiliates and its Personnel will (a) keep confidential the terms and existence of this Purchase Order and all information obtained from Purchaser that is identified as confidential or proprietary or that, given the nature of such information or the manner of its disclosure, reasonably should be considered confidential or proprietary and (b) use such information only for the purposes of this Purchase Order. Purchaser's confidential information includes, without limitation, all supplies, blueprints, sketches, drawings, specifications and other technical or commercial information furnished by or developed for Purchaser in connection with the Purchase Order, including Work Product of Supplier. All such information is Purchaser's exclusive property. Supplier will not use any trade name, trademark, service mark, logo or commercial symbol, or any other proprietary rights of Purchaser or any of its Affiliates in any manner without prior written authorization. Supplier will not issue any press release or other publicity that relates to Purchaser or its Affiliates or this Purchase Order, or reference Purchaser or its Affiliates in any brochures, advertisements, client lists or other promotional materials.</p>
<p><b>18. Work Product and Ownership of IP.</b> If Supplier delivers or is required to deliver to Purchaser any deliverable created by Supplier or its Personnel, either alone or in combination with others, in connection with the Project, including but not limited to concepts, works, inventions, information, drawings, designs, specifications, customizations, documentation, programs, data, developments, hardware, software, or technology, and whether completed or in-progress (any and all of the foregoing, "Work Product"), Purchaser owns all right, title and interest (including, but not limited to, all copyrights and any other intellectual property rights) in such Work Product and all precursor Work Product developed in connection with the Project. Work Product excludes Goods purchased under this Purchase Order. The Work Product has been specially ordered and commissioned by Purchaser as "work made for hire" for copyright purposes. To the extent, if any, that the foregoing does not provide Purchaser with all right, title, and interest in the Work Product, Supplier hereby assigns to Purchaser, its successors and assigns, all right, title and interest in the Work Product, including all proprietary rights therein. Supplier agrees to execute, acknowledge, deliver and cause to be duly filed all such further instruments and documents and to do all such other acts and things, as may be requested by Purchaser from time to time to secure and preserve Purchaser's rights hereunder, or to enforce, defend or confirm Purchaser's right to exploit those rights. To the extent that the foregoing assignment of the Work Product is not effective for any reason, Supplier hereby grants to Purchaser a perpetual, irrevocable, royalty-free, exclusive, fully paid up, transferrable, sublicensable, worldwide license under any and all proprietary rights to use, sell, make, offer for sale, create derivative works of, modify, reproduce, perform, display, distribute, and import the Work Product. Supplier (i) retains ownership of Supplier's intellectual property (which does not include Work Product) and (ii) hereby grants to Purchaser a non-exclusive, worldwide, perpetual, irrevocable, sub-licensable, transferrable, royalty-free, fully paid up license to any intellectual property right owned or licensable by Supplier that is needed or expedient to make, use, offer for sale, sell, import, reproduce, perform, display, distribute, create derivative works of, modify, or otherwise exploit the Work Product. Supplier will, at its own expense and as expeditiously as possible, perform all acts required to perfect any of the foregoing.</p>

<p><b>19. Representations and Warranties.</b> Supplier represents and warrants that (a) the Project is free from defects in design, materials, workmanship and title; (b) the Goods are of good and suitable quality and that all materials and other items incorporated in the Goods will be new (not refurbished or reconditioned), unused and suitable for their intended purpose; (c) the Project does not, in whole or in part, violate, misappropriate or infringe any patent, trademark, trade secret, trade dress, copyright or other right of any third party; (d) the Goods conform to the applicable drawings, specifications, and descriptions provided to Purchaser, the requirements of this Purchase Order and are of comparable quality as any samples delivered to Purchaser; (e) any Services will be provided in a competent and workmanlike manner in accordance with the level of professional care customarily observed by highly skilled and experienced professionals rendering similar services; (f) the Project (including the provision of Services by the Supplier's Personnel) complies with, and will comply with after delivery and acceptance by the Purchaser, all applicable laws, rules regulations and other requirements of applicable governmental authorities, including all applicable health, safety and environmental regulations (including as would be applied to Purchaser, upon Purchaser's use and enjoyment of the Project) and all immigration and work status laws and regulations; (g) Supplier and its Personnel will hold and fully comply with all required licenses, permits and approvals to carry out and complete the Project (including, but not by way of limitation, all statutory and regulatory consents and permissions) and (g) the Supplier and its Personnel will comply with Amazon Policies. If the Project is or contains software, Supplier further represents and warrants that: (a) the software does not and will not contain any copy protection, automatic shut-down, lockout, "time bomb" or similar mechanisms that could interfere with Purchaser's or its Affiliates' exercise of their rights hereunder, (b) the software does not and will not contain any viruses, "trojan horses" or other harmful code; and (c) the software is not subject to any license or other terms that require that other software or documentation incorporating or used with such software be disclosed or distributed in source code form, be licensed for the purpose of making derivative works, or be redistributable at no charge. Supplier further represents and warrants that Supplier and its financial institution(s) are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties or owned or controlled by such a party, including but not limited to the lists maintained by the United Nations Security Council, the US Government (e.g., the US Department of Treasury's Specially Designated Nationals list and Foreign Sanctions Evaders list and the US Department of Commerce's Entity List), the European Union or its member states, or other applicable government authority. Supplier will not directly or indirectly export, re-export, transmit, or cause to be exported, re-exported or transmitted, any commodities, software or technology to any country, individual, corporation, organization, or entity to which such export, re-export, or transmission is restricted or prohibited, including any country, individual, corporation, organization, or entity under sanctions or embargoes administered by the United Nations, US Departments of State, Treasury or Commerce, the European Union, or any other applicable government authority.</p>
<p><b>20. Insurance.</b> Supplier will secure and maintain insurance, including at, a minimum, a Commercial General Liability policy, providing coverage for liabilities to third parties for bodily injury (personal injury) and damage to property in amounts sufficient to protect Purchaser and its Affiliates in the event of such injury or damage, and will be in compliance with any and all laws, regulations or orders addressing the liabilities of an employer to its employees for injuries and disease suffered in connection with employment. Supplier further will maintain such additional types and limits of insurance as is customary for a company of similar size and similar operations to Supplier in the jurisdiction or jurisdictions in which Supplier's operations take place. If Supplier will perform Services on Purchaser's premises, Supplier will also maintain (a) Workers' Compensation insurance in the statutory mandated amounts and Employers' Liability insurance with limits of liability of not less than the equivalent of \$1,000,000 USD aggregate, with a waiver of subrogation in favor of "Amazon.com, Inc. and its affiliates" (where permitted by law), in all states in which the Services will be performed; (b) business automobile liability insurance (including coverage for all owned, non-owned and hired autos, and no fault coverage where applicable) with limits of not less than the equivalent of \$1,000,000 USD per occurrence for bodily injury and property damage combined; and (c) fidelity bond or a similar policy covering employee dishonesty with limits of not less than the equivalent of \$500,000 USD per loss. Finally, if Supplier provides professional or consulting services, Supplier will also maintain Professional Liability or Errors and Omissions insurance with limits of not less than the equivalent of \$1,000,000 USD per claim. Supplier will, upon request of Purchaser, furnish to Purchaser certificates of insurance evidencing any such coverage, and further, if requested by Purchaser, arrange for "Amazon.com, Inc. and its Affiliates" to be named as additional insureds on all such policies providing such coverage. Supplier is responsible for insuring any equipment it brings on to the Premises.</p>
<p><b>21. Defense and Indemnity.</b> Supplier will defend and indemnify Purchaser from any loss, damage, settlement, cost, expense and any other liability (including but not limited to reasonable attorney fees) arising out of any third-party claim arising from, related to or alleging (a) the design, manufacture, possession, ownership, use, sale or transfer of the Project, (b) breach of any of Supplier's representations, warranties or other obligations under this Purchase Order, (c) any act or omission of Supplier or its Personnel related to the Project, except to the extent caused by the gross negligence or willful misconduct of Purchaser as determined by a final, non-appealable order of a court having jurisdiction, (d) Supplier's breach of Section 34, including but not limited to any taxes, duties, interest or penalties or (e) any personal injury, death or property damage arising out of, or incidental to, the Project, or otherwise caused by Supplier or its Personnel. Supplier's duty to defend is independent of its duty to indemnify and Supplier's obligations under this Section 21 are independent of any other obligation of Purchaser under this Purchase Order. If Supplier performs Services on Purchaser's premises, in connection with any action to enforce Supplier's obligations under this section related to any claim arising out of bodily injury (including death) to any person directly or indirectly employed by Supplier, Supplier waives any immunity, defense or protection under any workers' compensation, industrial insurance or similar laws and assumes liability for such claim. This paragraph will not be interpreted or construed as a waiver of Supplier's right to assert any such immunity, defense or protection directly against any of its own employees or such employees' estate or other representatives.</p>
<p><b>22. Limitation of Liability.</b> Purchaser is not liable under any circumstances for lost opportunities or profits, or for consequential, incidental, special, punitive or indirect damages of any kind.</p>
<p><b>23. Successors and Assigns.</b> Supplier will not assign this Purchase Order (in whole or part) without Purchaser's prior written consent. Any assignment without Purchaser's consent will be voidable at Purchaser's option. Subject to the foregoing restrictions, this Purchase Order will be fully binding upon, inure to the benefit of and be enforceable by Supplier, Purchaser and their respective successors and permitted assigns.</p>
<p><b>24. General.</b> A party does not waive any right under this Purchase Order by failing to insist on compliance with any of the terms of this Purchase Order or by failing to exercise any right hereunder. The rights and remedies of the parties under this Purchase Order are cumulative, and either party may enforce any of its rights or remedies under this Purchase Order or other rights and remedies available to it at law or in equity. If any provision of this Purchase Order is determined by any court or governmental authority to be unenforceable, the parties intend that this Purchase Order be enforced as if the unenforceable provisions were not present and that any partially valid and enforceable provisions be enforced to the extent that they are enforceable. Any translation of the text of this Purchase Order is for reference purposes only. To the extent permitted by law, in the event of any dispute or controversy, the English language version of the text of this Purchase Order will prevail. Sections 1, 11, 12, 17, 19, 20-22, 24- 29 and 35 will survive beyond Supplier's performance under this Purchase Order or termination or cancellation of this Purchase Order for any reason.</p>
<p><b>25. Miscellaneous.</b> The section headings of this Purchase Order are for convenience only and have no interpretive value.</p>
<p><b>26. Notices.</b> All notices given under this Purchase Order must be delivered to the recipient's address on the first page of this Purchase Order in written non-electronic form, and in English, and will be effective when received.</p>
<p><b>27. Data Protection.</b> Each party undertakes to comply with its respective obligations under the relevant data protection and privacy laws.</p>
<p><b>28. OFCCP Flow Down.</b> To the extent applicable to Supplier for Services or Goods provided under this Purchase Order to Purchaser in the U.S.:  <b>As applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.</b></p>
<p><b>29. Anti-bribery.</b> Supplier confirms that Purchaser's Code of Business Conduct and Ethics (as updated from time to time, the "Code of Conduct") released on <a href="https://ir.aboutamazon.com/corporate-governance/documents-charters/code-business-conduct-and-ethics?c=97664&amp;p=ir-ol-govConduct">https://ir.aboutamazon.com/corporate-governance/documents-charters/code-business-conduct-and-ethics?c=97664&amp;p=ir-ol-govConduct</a> prohibits bribery to any person for reason whatsoever, whether for transactions with government authorities or private entities. Supplier undertakes that, during performance of the Agreement, it will not violate or, if it knows, permit any person to violate, the terms of the Code of Conduct on non-bribery or any applicable law on anti-corruption.</p>
<p><b>30. Supply Chain Standards.</b> During the course of providing Goods or Services, Supplier shall abide, and shall cause its Personnel to abide, by Purchaser's Supply Chain Standards posted at <a href="https://amzn.to/supply-chain-standards">https://amzn.to/supply-chain-standards</a> (as updated from time to time, the "Supply Chain Standards" previously referred to as "Supplier Code of Conduct").</p>
<p><b>31. Failure to Comply.</b> Purchaser may immediately terminate or suspend performance under this Agreement if Supplier fails to comply with any of the Purchaser's policies set forth in Sections 29 and 30 above. Supplier will maintain true, accurate and complete books and records concerning any payments made to another party by Supplier under this Agreement, including on behalf of Purchaser. Purchaser and its designated representative may audit workplace conditions and/or inspect Supplier's books and records to verify such payments and for compliance with Sections 29 and 30 above.</p>
<p><b>32. Personnel and Subcontractors.</b> Supplier has exclusive control over its employees, representatives, agents, contractors and subcontractors (collectively, "Personnel"), including the right to hire, transfer, suspend, lay off, recall, promote, discipline, discharge and adjust grievances with its Personnel, as well as its labor and employee relations and its policies relating to wages, hours, working conditions and other employment conditions. Supplier is solely responsible for all salaries and other compensation of its Personnel who provide the Project and for making all deductions and withholdings from its employees' salaries and other compensation and paying all contributions, taxes and assessments. Supplier's Personnel are not eligible to participate in any employment benefit plans or other benefits available to Purchaser employees. Supplier will be solely responsible for all theft, damage and/or misconduct related to, and other acts and omissions by, its Personnel. Supplier will not subcontract or delegate any of its obligations under this Purchase Order without Purchaser's prior written consent. Supplier is responsible for the full performance under this Purchase Order and for its subcontractors' compliance with these PO Terms and Conditions.</p>
<p><b>33. Premises.</b> If Supplier performs Services on Purchaser's premises, Supplier will (a) be solely responsible for and have control over its Personnel and ensuring that any actions taken by those Personnel are done in accordance with health and safety laws. Supplier's Personnel will abide by all Purchaser's rules, policies, and procedures, including with respect to such matters as safety, security, health, environmental and hazardous material management, misconduct, physical aggression, harassment and theft (collectively, "Rules"); and (b) at Purchaser's request, remove and promptly replace any Personnel performing services who behaves in a manner that is unlawful or inconsistent with any Rule. If Purchaser consents to the use of a subcontractor, Supplier will ensure that any such subcontractor is bound to the terms of this Purchase Order. Supplier's responsibilities for safely providing the Services and complying with applicable laws are not excused in any way by any instruction that may be provided by Purchaser.</p>
<p><b>34. Cross Border Sales and Returns.</b> Unless otherwise specified, Supplier will deliver any cross-border sale of Goods to Purchaser on a delivered-duty-paid (DDP Incoterms 2010) basis. Unless otherwise specified, Supplier will be the importer and exporter of record on all such transactions, will not list Purchaser on any import, export or other customs documentation unless required by law (provided that, if Supplier believes it is required to list Purchaser on any such documentation, it will give Purchaser prior written notice and allow Purchaser sufficient opportunity to propose an alternate course of action that complies with law, by which Supplier will abide), and will be directly responsible for ensuring that such cross-border sales comply with all export and import regulations (including, without limitation, export licensing, shippers' export declaration, and export invoice). Without limiting the foregoing, any export or import document must, among other matters, separately itemize and state the separate value for each item of hardware, software, set-up, and any non-dutiable service. If Purchaser returns any Goods under this Agreement, such Goods will be returned ex-works (EXW Incoterms 2010) Purchaser's Ship To Address, and Supplier will be the importer and exporter of record on all such transactions and will be directly responsible for ensuring that such returns comply with all export and import regulations. Notwithstanding the terms of Section 7, for Goods delivered on a DDP basis Supplier agrees that any duties and taxes that may be recoverable by the Supplier will not be charged or collected from the Purchaser.</p>

**35. Applicable Law.** This Purchase Order will be interpreted and enforced in accordance with the laws of the State of Washington without regard to conflicts of laws and excluding the U.N. Convention on the Contracts for the International Sale of Goods. Supplier irrevocably consents to the jurisdiction of the courts of the State of Washington with venue in King County and of the District Court of the United States, Western Division, State of Washington. Supplier waives any objections to jurisdiction and venue in such courts. To the extent permitted by law, all proceedings will be conducted in the English language.