



## 1. TERMS OF AGREEMENT

The purchase order, together with these 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 and exclusive agreement between the Navico company ("Navico") and the supplier (the "Supplier") identified in the Purchase Order. Navico's submission of the Purchase Order is conditioned on Supplier's agreement that any terms different from or in addition to the terms of the Purchase Order, whether communicated orally or contained in any purchase order confirmation, invoice, acknowledgement, release, acceptance or other written correspondence, irrespective of the timing, shall not form a part of the Purchase Order, even if Supplier purports to condition its acceptance of the Purchase Order on Navico's agreement to such different or additional terms. Supplier's electronic acceptance, acknowledgement of the Purchase Order, or commencement of performance constitutes Supplier's acceptance of these terms and conditions. The Purchase Order supersedes any or all prior or contemporaneous oral or written communications with respect to the subject matter hereof. No modification, waiver or amendment hereof shall be binding unless in writing and signed by Navico.

Notwithstanding the foregoing, if a master contract covering procurement of the Products or Work described in the Purchase Order exists between Supplier and Navico, the terms of such master agreement shall prevail over any inconsistent terms herein.

## 2. DEFINITIONS

2.1 "**Deliverables**" means the deliverables specified in the Purchase Order (and any Statement of Work) to be delivered on or before the Delivery Date.

2.2 "**Delivery Date**" means the date or dates specified in the Purchase Order by which the Supplier is required to deliver the Work.

2.3 "**Harmful Code**" means any software intentionally designed to (i) disrupt, disable, harm, or impede operation, or (ii) impair operation based on the lapse of time, including but not limited to viruses, worms, time bombs, time locks, drop-dead devices, access codes, security keys, back doors, or trap door devices.

2.4 "**Intellectual Property Rights**" means any and all tangible and intangible: (i) copyrights and other rights associated with works of authorship throughout the world, including but not limited to copyrights, neighboring rights, moral rights, and mask works, and all derivative works thereof; (ii) trademark and trade name rights and similar rights; (iii) trade secret rights; (iv) patents, designs, algorithms, utility models, and other industrial property rights, and all improvements thereto; (v) all other intellectual and industrial property rights (of every kind and nature throughout the world and however designated) whether arising by operation of law, contract, license, or otherwise; and (vi) all registrations, applications, renewals, extensions, continuations, divisions, or reissues thereof now or hereafter in force (including any rights in any of the foregoing).

2.5 **"Product"** means tangible goods specified the Purchase Order to be delivered on or before the Delivery Date.

2.6 **"Services"** means the services that Supplier is to perform for Navico specified in the Purchase Order.

2.7 **"Statement of Work"** or **"SOW"** means the document specifying, without limitation, the scope, objective, and time frame of the Work that Supplier will perform for Navico.

2.8 **"Subcontractor"** means a third party performing Work under an agreement (a **"Subcontract"**) with Supplier.

2.9 **"Supplier Personnel"** means Supplier's employees, consultants, agents, independent contractors and Subcontractors.

2.10 **"Third Party Intellectual Property"** means the Intellectual Property Rights of a third party which Supplier uses or incorporates into the Work.

2.11 **"Work"** means the Deliverables, Products and Services specified in the Purchase Order, including any SOW.

### **3. DELIVERY**

3.1 Time is of the essence in Supplier's performance of its obligations as stated in the Purchase Order. Supplier will immediately notify Navico if Supplier's timely performance under the Purchase Order is delayed or is likely to be delayed. Navico's acceptance of Supplier's notice will not constitute Navico's waiver of any of Supplier's obligations.

3.2 If Supplier fails to deliver Work as specified in the Purchase Order then without prejudice to any other rights it may have, Navico may: (i) cancel the Purchase Order in whole or part; (ii) refuse to accept any subsequent delivery of the Work which the Supplier attempts to make; (iii) recover from the Supplier any expenditure reasonably incurred by Navico in obtaining the Work in substitution from another supplier; and (iv) claim liquidated damages for any additional costs, loss or expenses incurred by Navico which are in any way attributable to the Supplier's failure to deliver the Work on the due date.

Supplier and Navico agree that such amounts, if assessed, (i) are an exclusive remedy for the agreed delay period; (ii) are a reasonable pre-estimate of the damages Navico will suffer as a result of delay based on circumstances existing at the time the Purchase Order was issued and (iii) are to be assessed as liquidated damages and not as a penalty. In the absence of agreed to liquidated damages, Navico shall be entitled to recover damages that it incurs as a result of Supplier's failure to deliver as stated in the Purchase Order. Navico's remedies are cumulative and Navico shall be entitled to pursue any and all remedies available at law or equity.

3.3 If Supplier delivers Work after the Delivery Date, Navico may reject such Work.

3.4 Navico will hold any Work rejected under this Purchase Order at Supplier's risk and expense, including storage charges, while awaiting Supplier's returns shipping instructions. Supplier will bear all return shipping charges, including without limitation, insurance charges Navico incurs on Supplier's behalf. Navico may, in its sole discretion, destroy or sell at a public or private sale any

rejected Work for which Navico does not receive return shipping instructions within a reasonable time, and apply the proceeds, if any, first toward any storage charges. Any items which are not accepted by Navico or returned to Supplier under Section 8.3 and which are marked with any trademark (including, without limitation any logo), both registered and common law, will be destroyed by Supplier. In no event will Supplier deliver or sell any such items to any third party.

3.5 Supplier will preserve, pack, package and handle the Deliverables and Products so as to protect the Deliverables and Work Product from loss or damage and in accordance with best commercial practices in the absence of any specifications Navico may provide. Without limiting the foregoing, Supplier shall observe the requirements of any local laws and regulations relating to hazardous Work, including, without limitation, with respect to its accompanying information, packing, labeling, reporting, carriage and disposal.

3.6 Supplier will include with each delivery of Products a packing list identifying the Purchase Order number, the Navico part number for each of the Products (if applicable), a description and the quantity of each of the Products, and the date of shipment.

3.7 Unless Navico expressly instructs otherwise, Supplier will deliver all Work to Navico's manufacturing facility at the address set forth in the Purchase Order and such Work will only be accepted by Navico in normal business hours. Supplier assumes responsibility for all shipping and delivery charges including, without limitation, customs, duties, costs, taxes and insurance. Risk of loss of the Work passes to Navico upon acceptance in accordance with Section 6.

3.8 The date for delivery shall be specified in the Purchase Order, or if no such date is specified, then delivery shall take place within 28 days of the Purchase Order.

3.9 Where Navico agrees in writing to accept delivery by installments the Purchaser Order will be construed as a single Purchaser Order in respect of each installment. Nevertheless failure by the Supplier to deliver any one installment shall entitle Navico at its option to treat the whole Purchaser Order as repudiated.

3.10 If the Works are delivered to Navico in excess of the quantities ordered the Works shall not be bound to pay for the excess and any excess will be and will remain at the Supplier's risk and will be returnable at the Supplier's expense.

3.11 All delivery designations as stated in the Purchase Order are INCOTERMS 2000.

3.12 If the Supplier requires Navico to return any packaging material to the Supplier that fact must be clearly stated on any Purchase Order delivered to Navico and any such packaging material will only be returned to the Supplier at the cost of the Supplier.

#### **4. PRICE AND PAYMENT**

4.1 Unless otherwise specified in the Purchase Order, the price for the Work includes all taxes and other charges such as shipping and delivery charges, duties, customs, tariffs, imposts and government-imposed surcharges. Supplier will, at Navico's request, break-out from the price all such taxes and other charges, in its invoices. Supplier shall use its best commercially reasonable efforts

to assist Navico in all legal efforts to minimize the taxes resulting from the performance of the Purchase Order.

4.2 Navico will pay Supplier the price set forth in the Purchase Order within:

- 120 (one hundred twenty) days from October 1 until March 31 and
- 60 (sixty) days from April 1 until September 30

following the later of: (i) the Delivery Date; (ii) the date of Navico's acceptance of all of the Work; or (iii) Navico's receipt of a properly prepared invoice. A properly prepared invoice must include the Purchase Order number and, if required in the Purchase Order, Supplier's certification of conformance of the Work to the requirements. Payment will be in the currency as specified in the Purchase Order. Navico may, at any time, set-off any amounts Supplier owes Navico against any amounts Navico owes to Supplier or any of its affiliated companies.

## **5. OWNERSHIP AND LICENSE**

5.1 Navico is the sole and exclusive owner of all Deliverables. Supplier irrevocably assigns and transfers to Navico all of its worldwide right and title to, and interest in, the Deliverables, including all associated Intellectual Property Rights.

5.2 Materials, equipment, tools, dies, moulds, copyright, design rights or any other forms of intellectual property rights in all drawings, specifications and data supplied by Navico to the Supplier or not so supplied but used by the Supplier specifically in the manufacture of the Work shall at all times be and remain the exclusive property of Navico but shall be held by the Supplier in safe custody at its own risk and maintained and kept in good condition by the Supplier until returned to Navico and shall not be disposed of other than in accordance with Navico's written instructions, nor shall such items be used otherwise than as authorized by Navico in writing.

5.3 Notwithstanding Section 5.1, Supplier grants to Navico a non-exclusive, worldwide, royalty-free, irrevocable, perpetual, transferable, sublicenseable license to any Intellectual Property Rights in the Deliverables which arose outside the scope of the Purchase Order to the extent necessary for Navico to exercise its rights in the Work Product as reasonably contemplated by the Purchase Order.

5.4 Supplier grants to Navico a non-exclusive, worldwide, royalty-free, irrevocable, perpetual, transferable, sublicenseable license to any Intellectual Property Rights in Products or Services which are necessary for Navico to use, import, copy, execute, reproduce, display, perform, and distribute copies of and modify (including creating improvements and derivative works based on) the Products or Services.

## **6. INSPECTION AND ACCEPTANCE**

At any time prior to delivery of the Work, Navico shall have the right to inspect and test the Work at all times. As a result of such inspection or testing (or otherwise), Navico may reject any or all of the Work which does not conform to the applicable requirements of Navico within 10 business days of Supplier's delivery of the Work. At Navico's option, Navico may (i) return the non-conforming Work to Supplier for a refund or credits; (ii) require Supplier to immediately replace the non-conforming Work; or (iii) immediately repair the non-conforming Work so that it meets the requirements. As an alternative to (i) through (iii), Navico may accept the non-conforming Work conditioned on

Supplier providing a refund or credit in an amount Navico reasonably determines to represent the diminished value of the non-conforming Work. Navico's payment to Supplier for Work prior to Navico's timely rejection of such Work as non-conforming will not be deemed as acceptance by Navico. Notwithstanding any inspection or testing, the Supplier shall remain fully responsible for the Products and any such inspection or testing shall not diminish or otherwise affect the Supplier's obligations under the Purchase Order. If any of the Products fail to comply with the provisions set out in this Section, Navico shall be entitled to avail itself of any one or more remedies under this Agreement.

## **7. CHANGES**

7.1 Navico may, at any time, change the Work by changing (i) the quantity of the Work (ii) the scope of Services; (iii) the Delivery Date; (iv) applicable drawings, designs, and specifications, (v) the method of shipment or packing; (vi) the place of delivery of the Work; or (vii) the location for Services to be performed.

7.2 If a change by Navico under Section 7.1 causes an increase or decrease in the cost of or the time required for Supplier's performance, then the price, Delivery Date or both will be equitably adjusted, and the parties will amend the Purchase Order accordingly in writing. Supplier will request an equitable adjustment no later than 20 days from Supplier's receipt of Navico's notification of a change; provided, however, that Navico may extend the request period upon Supplier's request.

7.3 Supplier will proceed with the Work, both changed and unchanged, pending negotiation of an equitable adjustment and amendment of the Purchase Order.

## **8. REPRESENTATIONS AND WARRANTIES**

8.1 Supplier represents and warrants that (i) it has the full power to enter into the Purchase Order and to perform its obligations under the Purchase Order; (ii) it has the right and unrestricted ability to assign the Work to Navico including, without limitation, the right to assign any Work performed by Supplier Personnel and Subcontractors; (iii) the Work, and Navico's use of the Work, do not and will not infringe upon any third party's Intellectual Property Rights, right of publicity or privacy, or any other proprietary rights, whether contractual, statutory or common law; (iv) Supplier will not disclose to Navico, bring onto Navico's premises, or induce Navico to use any confidential or proprietary information that belongs to anyone other than Navico or Supplier which is not covered by a non-disclosure agreement between Navico and Supplier; (v) Software supplied by Supplier does not contain any Harmful Code; (vi) Supplier's Work conforms to Navico's specifications, Supplier's quotation or proposal, and Supplier's brochures or catalogs, and if none of the foregoing is applicable, then such Work is suitable for the intended use; and (vii) no Products contain or include components (a) containing PCB' (polychlorinated biphenyls) chemical substances, (b) manufactured using a cadmium plating process or contain a chemical substance or mixture that is or becomes subject to a reporting requirement under Section 8(e) of the Toxic Substances Control Act, 15 U.S.C. Section 2607(e), as in effect at time of shipment ((i) – (vii) collectively the "Supplier's Warranty").

8.2 Supplier's Warranty shall remain in effect for a 2 (two) year period after the Delivery Date. Neither approval by Navico of Supplier's design nor acceptance of the Work shall release or discharge Supplier from liability for damages resulting from a breach of Supplier's Warranty.

8.3 If any defect, failure or other non-conformity appears, Navico shall have the right to take the following actions (i) retain such defective items and an equitable adjustment will be made in the Purchase Order price for such defective items; (ii) require Supplier to repair or replace such defective items, at the Supplier's sole expense including all shipping, transportation and installation costs or (iii) correct or replace such defective items with similar items and recover the total costs thereof from the Supplier. The aforesaid Warranties shall survive acceptance and payment and shall run to Navico, its customers and their successors in title and shall not be deemed to be exclusive, but shall be in addition to Navico's other rights under the terms of the Purchase Order or at law or equity.

8.3 Navico warrants and represents to Supplier that it has the full power to enter into the Purchase order and to perform its obligations under the Purchase Order.

## **9. ASSIGNMENT AND SUBCONTRACTING**

9.1 Supplier may not assign any of its rights or delegate any of its obligations under the Purchase Order without Navico's prior written consent, which Navico will not unreasonably withhold. Navico may, at its option, void any attempted assignment or delegation undertaken without Navico's prior written consent.

9.2 Supplier may not subcontract any of its rights or obligations under the Purchase Order without Navico's prior written consent. If Navico consents to the use of a Subcontractor, Supplier will: (i) guarantee and will remain liable for the performance of all subcontracted obligations; (ii) indemnify Navico for all damages and costs of any kind, subject to the limitations in Section 12 (Indemnification), incurred by Navico or any third party and caused by the acts and omissions of Supplier's Subcontractors' and (iii) make all payments to its Subcontractors. If Supplier fails to timely pay a Subcontractor for work performed, Navico will have the right, but not the obligation, to pay the Subcontractor and offset any amount due to Supplier by any amount paid to the Subcontractor. Supplier will defend, indemnify and hold Navico harmless for all damages and costs of any kind, without limitation, incurred by Navico and caused by Supplier's failure to pay a Subcontractor.

9.3 To the extent allowed by applicable law, no person who is not a party to Purchase Order shall be entitled to enforce or take the benefit of any of its terms whether as a result of applicable legislation, custom or otherwise.

## **10. TERM AND TERMINATION**

10.1 The Purchase Order will remain in effect with respect to any SOW already issued prior to expiration of the term of the Purchase Order until such SOW is either terminated or the Work is completed and accepted.

10.2 Navico may terminate this Purchase Order, any SOW, or both at any time, for no reason or for any reason, upon 15 days written notice to Supplier. Upon receipt of notice of such termination, Supplier shall cease Work, will inform Navico of the extent to which it has completed performance as of the date of the notice, and Supplier will collect and deliver to Navico whatever Work then exists. Navico will pay Supplier fair and reasonable compensation for all Work performed and accepted through the effective date of the termination, provided that Navico will not be obligated to pay any more than the payment that would have become

due had Supplier completed and Navico had accepted the Work. Navico will not be obliged to pay the Supplier for loss of anticipated profits or any indirect or consequential damages and will have no further payment obligation in connection with any termination.

10.3 Either party may terminate the Purchase Order, any SOW or both, immediately by delivering written notice to the other party upon the occurrence of any of the following events: (i) a receiver is appointed for either party or its property; (ii) either makes a general assignment for the benefit of its creditors; (iii) either party commences, or has commenced against it, proceedings under any bankruptcy, insolvency or debtor's relief law, if such proceedings are not dismissed within 60 days; or (iv) either party is liquidating, dissolving, or ceasing to do business in the ordinary course.

10.4 Navico may immediately terminate the Purchase Order upon written notice to Supplier if there is a change in ownership representing 20 percent or more of the equity ownership of Supplier.

10.5 Either party may terminate this Purchase Order, any SOW or both, immediately by delivering written notice to the other party for any material breach not cured within 30 days of receipt of notice of the breach. Navico shall have no further payment obligation to Supplier under any terminated SOW if Navico terminates the SOW under this Section 10.5.

10.6 Any obligations or duties which, by their nature, extend beyond the expiration or termination of the Purchase Order shall survive the expiration or termination of the Purchase Order.

## **11. CONFIDENTIAL INFORMATION AND PUBLICITY**

11.1 If Navico and Supplier have entered into a Non-Disclosure Agreement ("NDA") which covers disclosure of confidential information under the Purchase Order, and if the term of the NDA expires before the expiration or termination of the Purchase Order, then the term of the NDA shall be automatically extended to match the term of the Purchase Order.

11.2 The parties shall treat the terms, conditions, and existence of the Purchase Order as Confidential Information as defined in the NDA.

11.3 If Navico and Supplier have not entered into any NDA as described in Section 11.1, then the provisions of this Section 11.3 shall control disclosure of confidential information under the Purchase Order. Supplier acknowledges and agrees that Navico's business and future success depends on the preservation of the trade secrets and other confidential information of Navico and its affiliates, licensors, suppliers, customers and prospective customers ("Confidential Information"). The Confidential Information includes, without limitation, the Deliverables and all specifications, drawings, prototypes, technical information, patent applications and information, procedural and business and financial information, product and marketing plans, personnel information, know-how and any ideas, concepts, product, methods, inventions, procedures or information that are proprietary to Navico, its affiliates, its licensors or its actual or prospective suppliers of customers or that Navico is required to keep confidential, whether developed by or provided to Supplier. Supplier agrees to protect and to preserve as confidential during and after the term of the Purchase Order all the Confidential Information at any time known to Supplier. Supplier agrees to take appropriate action to protect and preserve the confidentiality of the Confidential Information and at a minimum to utilize the same effort to safeguard such

Confidential Information as it utilizes to protect its own confidential or proprietary information. Supplier shall not disclose any of the Confidential Information without the prior written consent of Navico, and Supplier shall neither use nor allow others to use any of the Confidential Information for any purpose other than for the sole benefit of Navico as authorized by the Purchase Order, unless specifically approved in writing in advance by Navico. Supplier's obligation under this Section 11.3 shall survive any completion or termination of the Purchase Order. Because a violation by Supplier of the provisions of this Section 11.3 could cause irreparable injury to Navico and there is no remedy at law for such violation, Navico shall be entitled, in addition to all other remedies available at law or in equity, to equitable relief, including injunction and specific performance without posting a bond, as a remedy for any such violations.

11.4 Supplier shall obtain Navico's written consent prior to any publication, presentation, public announcement, or press release concerning its relationship as a supplier to Navico.

## **12. INDEMNIFICATION**

12.1 As used in this Section, a "**Claim**" is any claim, demand, loss, damage, liability, cost or expense (including professional fees and costs as incurred) for which one party (the "**Indemnifying Party**") may be obligated to defend, indemnify and hold the other party (the "**Indemnified Party**") harmless.

12.2 Supplier shall defend, indemnify and hold Navico harmless from and against any and all Claims as incurred, arising out of or in connection with any (i) act or omission of Supplier (including its Subcontractors) in the performance of the Work; (ii) any defect in the Deliverables; or (iii) any infringement of a third party's Intellectual Property Rights or any other rights.

12.3 Navico shall indemnify and hold Supplier harmless from and against any and all Claims as incurred, arising out of or in connection with: (i) Supplier's use of Navico's products or services in connection with the Work; (ii) Supplier's use of information or materials provided to Supplier by Navico; or (iii) infringement a third party's Intellectual Property Rights or any other rights resulting from Supplier's adherence to Navico's written instructions.

12.4 Each party will indemnify and hold the other party harmless from and against any and all Claims, as incurred, arising out of any negligent or willful acts or omissions of the Indemnifying Party which results in personal injury (including death) or damage to tangible property (not including lost or damaged data).

12.5 The Indemnified Party will provide the Indemnifying Party with prompt written notice of the Claim and permit the Indemnifying Party to control the defense, settlement, adjustment, or compromise of any Claim. The Indemnified Party may employ counsel at its own expense to assist it with respect to any Claim. The Indemnifying Party will have no authority to compromise or settle any Claim on the Indemnified Party's behalf without the Indemnified Party's consent.

12.6 If a third party enjoins or interferes with Navico's use of any Work, then in addition to Supplier's obligations under Section 12.2, Supplier will use its best efforts to (i) obtain any licenses necessary to permit Navico to continue to use the Work; (ii) replace or modify the Work as necessary to permit Navico to continue to use of the Work; or if (i) and (ii) are not commercially reasonable, then (iii) promptly refund to Navico the amount paid for any Work for which a third party enjoins or interferes with Navico's use of the Work.

12.7 Nothing in this Section shall limit any other remedy of the parties.

### **13. LIABILITY**

13.1 NOTWITHSTANDING ANYTHING ELSE IN THE PURCHASE ORDER OR OTHERWISE, NAVICO WILL NOT BE LIABLE TO SUPPLIER WITH RESPECT TO THE SUBJECT MATTER OF THE PURCHASE ORDER UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY AMOUNTS IN EXCESS IN THE AMOUNT NAVICO PAID TO SUPPLIER IN THE SIX MONTHS PRECEDING THE EVENT OR CIRCUMSTANCE GIVING RISE TO SUCH LIABILITY.

13.2 IN NO EVENT WILL NAVICO BE LIABLE TO SUPPLIER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS ARISING OUT OF, OR IN CONNECTION WITH, THE PURCHASE ORDER, WHETHER OR NOT NAVICO WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

13.3 THE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN. NOTHING IN THE PURCHASE ORDER LIMITS EITHER PARTY'S LIABILITY FOR BODILY INJURY OF A PERSON, DEATH, OR PHYSICAL DAMAGE TO PROPERTY OR ANY LIABILITY WHICH CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

### **14. INSURANCE**

Supplier will secure and maintain insurance providing coverage for liabilities to third parties for bodily injury (personal injury) and damage to property in amounts sufficient to protect Navico 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.

### **15. COMPLIANCE WITH LAWS**

Supplier represents and warrants that it will comply with all applicable local and national laws and regulations pertaining to its performance of its obligations under the Purchase Order including the Fair Labor Standards Acts. In particular and without limitation, Supplier shall not act in any fashion or take any action that will render Navico liable for a violation of the U.S. Foreign Corrupt Practices Act ("FCPA"), which prohibits the offering, giving or promising to offer or give, directly or indirectly, money or anything of value to any official of a government, political party or instrumentality to assist it or Navico in obtaining or retaining business or in carrying out the Services. Supplier's failure to comply with the FCPA shall constitute a material breach of the Purchase Order. Any Supplier located within the United States also warrants that it shall at all time comply with the provisions of Executive Order 1126 and 11375, The Rehabilitation Act of 1973, the Vietnam Era Veterans Readjustment Assistance Act of 1974 and Amendments thereto. Where legally required, Supplier shall include these clauses in its purchase orders supporting this Purchase Order, and shall at Navico's request certify to all of the foregoing.

## **16. GOVERNING LAW, JURISDICTION AND ATTORNEY FEES**

16.1 The Purchase Order will be construed in accordance with, and all disputes will be governed by, the laws of the State of Oklahoma, United States of America, without regard to its conflict of laws rules. The parties specifically waive application of the UN Convention on Contracts for the International Sale of Goods.

16.2 Supplier irrevocably consents to the personal jurisdiction of the state and federal courts located in Tulsa, Oklahoma, United States of America and agrees that no action may be brought in any forum not located in Tulsa, Oklahoma. Supplier irrevocably waives any claim it may have that any proceedings brought in such courts have been brought in an inconvenient forum.

16.3 If any action is brought to enforce, or to construe or determine the validity of, any term or provision of the Purchase Order, the prevailing party shall be entitled to an award of litigation expenses, interest and reasonable attorney fees, in addition to any other remedy obtained., any term or provision of the Purchase Order, the prevailing party shall be entitled to an award of litigation expenses, interest and reasonable attorney fees, in addition to any other remedy obtained.

## **17. FORCE MAJEURE**

Neither Navico nor Supplier shall be liable for any failure to perform in accordance with the terms of the Purchase Order due to act of war, sabotage, fires, freight embargoes, floods, explosions, epidemics or other causes or events beyond the control and without the fault or negligence of Navico and Supplier. In the event the Supplier is unable to perform due to any of the foregoing events, Navico shall be entitled, in addition to its right to, terminate pursuant to Section 10 (Termination), to (i) obtain the items covered by the Purchase Order from such other sources as Navico may determine for the duration of Supplier's inability to perform and (ii) reduce accordingly, and without any obligation to Supplier, the quantity of the items specified by the Purchase Order.

## **18. GENERAL**

18.1 Any notice to be given under the Purchase Order will be in writing and addressed to the party at the address stated in the front of the Purchase Order. Notices will be deemed given and effective (i) if personally delivered, upon delivery, (ii) if sent by an overnight service with tracking capabilities, upon receipt; (iii) if sent by fax or electronic mail, at such time as the party which sent the notice receives confirmation of receipt by the applicable method of transmittal; or (iv) if sent by certified or registered mail, within five days of deposit in the mail.

18.2 If there is a conflict between or among the Purchase Order and any documents attached to and incorporated by reference, the conflict will be resolved as follows:

18.2.1 A conflict between the terms of the Purchase Order and those set forth in an exhibit or hyperlink will be resolved in favor of the Purchase Order.

18.2.2 A conflict between the terms of the Purchase Order and those set forth in an SOW will be resolved in favor of the SOW.

18.2.3 A conflict between the terms of an exhibit or hyperlink and those set forth in an SOW will be resolved in favor of the SOW.

18.3 If any court of competent jurisdiction holds that any provision of the Purchase Order is illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining provisions of the Purchase Order will not be affected or impaired, and all remaining terms of the Purchase Order remain in full force and effect, provided that this provision shall not be applied to defeat the intent of the parties.

18.4 A party's election not to insist on strict performance of any requirement of the Purchase Order will not operate or be construed to waive any future omission or breach, or any other provision of the Purchase Order.

18.5 Each right or remedy of Navico under the Purchase Order is without prejudice to any other right or remedy of Navico whether under the Purchase Order or not.

18.6 The parties intend that any term of this Purchase Order will be enforceable by any Navico Company who order Works from the Supplier.

18.6 Failure or delay by Navico in enforcing or partially enforcing any provision of the Purchase Order will not be construed as a waiver of any of its rights under the Purchase Order.