

## GENERAL PROCUREMENT TERMS AND CONDITIONS

### 1. General

These General Procurement Terms and Conditions and the purchase order to which these General Procurement Terms and Conditions are attached (collectively, this "Purchase Order") constitute an offer by Purchaser to purchase the goods ("Goods") or services ("Services") described in this Purchase Order on the terms contained in this Purchase Order. This Purchase Order sets forth the entire understanding between the parties and supersedes all prior written or oral inquiries, proposals, agreements, negotiations or commitments pertaining to the subject matter of the Goods or Services; provided that if Purchaser and Supplier (including for purposes hereof one or more of their affiliates) have entered into a Master Services Agreement, Master Purchasing Services Agreement or other 'master' type agreement (a "Master Agreement") that is intended to govern the specific commercial terms of the transaction contemplated hereby, then the terms and conditions of such Master Agreement shall govern this Purchase Order and shall supersede the terms and conditions set forth in Sections 3 to 18 below. If no such Master Agreement applies to the transaction contemplated hereby, then the terms and conditions set forth below shall govern this Purchase Order. No amendments, modifications, substitutions, or supplements to this Purchase Order are binding unless in writing and signed by Purchaser's designated representative. Supplier shall promptly notify Purchaser of any discrepancies or conflicts appearing in this Purchase Order or in the documents. Unless expressly specified otherwise, Purchaser is not obligated to purchase any amount of Goods or Services from Supplier and is not obligated to purchase Goods or Services exclusively from Supplier. The article and section headings contained in this Purchase Order are for reference purposes only and have no effect on the interpretation of this Purchase Order or its application.

### 2. Acceptance of Purchase Order

Supplier may accept this offer either by Supplier's signature on this Purchase Order, or by Supplier's electronic acceptance of the terms of this Purchase Order as evidenced in Purchaser's automated procurement processing system. Acceptance of this offer is expressly limited to the terms contained in this Purchase Order plus the terms of the governing Master Agreement if any.

### 3. Delivery, Shipment and Packaging

31. Supplier will deliver Goods in accordance with the quantities and date(s) specified on this Purchase Order. If delivery dates are not stated, Supplier will offer its best delivery date(s), which will be subject to acceptance by Purchaser. Unless otherwise directed, all Goods shipped in one (1) day from and to a single location must be consolidated on one (1) bill of lading or air waybill, as appropriate. Time is of the essence in Supplier's delivery of the Goods. Supplier will promptly notify Purchaser if it is unable to comply with the agreed upon delivery or performance. If Supplier fails to deliver or perform on time, and the parties are unable to mutually agree to an extension of time, Supplier will be liable for actual and reasonable costs and damages Purchaser incurs as a result of the late delivery or performance, including without limitation the costs of procuring substitute Goods from a third party.

32. Supplier will, at its expense, deliver Goods by the most expeditious shipping method if the delivery schedule is endangered for any reason other than Purchaser's fault. If Goods are non-conforming to Purchaser's requirements, Supplier will grant Purchaser first priority for Goods allocation and shipment. Purchaser reserves the right to reject, at no expense to Purchaser, all or any part of any delivery that varies from the quantity authorized by Purchaser for shipment. Supplier will not make any substitutions without Purchaser's prior written approval. All Goods will be packaged in accordance with Purchaser's instructions or, if none are specified, in accordance with good commercial practice in a manner sufficient to ensure receipt in an undamaged condition. All containers will be properly marked for identification per the instructions on Purchaser's Purchase Order and contain a packing slip that details, at a minimum, the Purchaser Purchase Order number(s), product part number, detailed product description, total number of boxes in shipment, quantity of product shipped, and final delivery address. For domestic shipments, if requested by Purchaser, and for all international shipments, Supplier will give notice of shipment to Purchaser when the Goods are delivered to a carrier for transportation. The Purchase Order number(s) must appear on all correspondence, shipping labels, and shipping documents, including all packing sheets, bills of lading and air waybills.

33. All Goods, unless specifically exempted by the destination country's governing authorities, must be marked

with the country of origin (manufacture) of the Goods in a conspicuous place as legibly, indelibly, and permanently as the nature of the article or container permits.

34. Within one business day after Supplier delivers the Goods to the Purchaser, Supplier will send Purchaser a complete set of shipping documents including the commercial invoice, packing list, and air waybill or three original parts of the combined through bill of lading, clean without notation, necessary to release the Goods to Purchaser's custody.

35. Purchaser will pay only for the maximum quantities ordered. At Purchaser's option over shipments will be returned to Supplier at Supplier's risk and freight collect. Supplier shall immediately refund to Purchaser the price of the Goods and the amount of outbound freight attributable to such over shipments.

36. For Goods delivered ahead of the scheduled delivery date, Purchaser may (a) return such Goods to Supplier freight collect, or (b) accept such Goods with payment based on the scheduled delivery date and not the date of receipt by Purchaser.

37. Supplier shall use reasonable efforts to deliver the Goods in totality as ordered by Purchaser on the scheduled delivery date. If Supplier is unable to deliver the total order, Supplier shall promptly notify Purchaser, and Purchaser may, at its sole option, consent to such partial delivery. If Purchaser does not consent, Purchaser may cancel all or a portion of the order without liability. Partial deliveries shall be separately invoiced by Supplier and paid for by Purchaser without regard to subsequent deliveries.

#### 4. Delivery of Goods or Services On-site at Purchaser Location

Supplier will only deliver goods or services on-site at Purchaser's location if invited to do so by Purchaser. In any such case, the following terms shall apply:

41. Purchaser hereby grants to Supplier a limited, non-exclusive, revocable license to use Purchaser's location for the delivery of agreed upon goods or services, together with revocable access to the location and for no other purpose.

42. This Purchase Order creates a license only and Supplier acknowledges that Supplier does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in the Purchaser's property or to Purchaser's location by virtue of the license set forth in this Purchase Order.

43. No person entering upon Purchaser's property or utilizing Purchaser's location shall possess or serve, sell, distribute or give away to anyone any alcoholic beverages, pyrotechnics, explosives, firearms, weapons, or facsimiles thereof, or controlled substances (except a controlled substance as prescribed for the person in possession thereof by a properly licensed physician so long as neither Purchaser's location nor the safety of any person is affected thereby). Use of Purchaser's location shall be subject to the rules and regulations for Purchaser's property.

44. The right to use Purchaser's location is expressly reserved by Purchaser, its successors, grantees, invitees and assigns.

#### 5. Title; Risk of Loss or Damage

51. If the Goods will be transported from Supplier's location in the U.S. to Purchaser's location in the U.S., unless otherwise specified on the face of this Purchase Order or in a separate agreement, the FOB point is Purchaser's location, Freight Prepaid and Add. When the FOB point is Purchaser's location, Supplier bears all risk of loss or damage to the Goods and title passes to Purchaser upon delivery of the Goods at Purchaser's location.

52. If the parties specify that the FOB point is Supplier's location, Supplier bears all risk of loss or damage to the Goods and title passes to Purchaser upon delivery of the Goods to the carrier designated or approved by Purchaser.

53. In all other cases, unless otherwise specified on the face of this Purchase Order or in a separate agreement,

Supplier will deliver the goods DDP (Incoterms 2010®) at Purchaser's location. Title to Goods passes to Purchaser upon Purchaser's acceptance of the Goods in accordance with Section 5 below.

54. The foregoing does not relieve Supplier of any responsibility for hidden damages discovered after acceptance of the Goods, and damage discovered by Purchaser after transfer of title determined to be a result of faulty packaging or handling by Supplier will be Supplier's responsibility. Notwithstanding 4.1, 4.2 and 4.3 above, title and risk of loss to Goods subject to a consignment stock agreement pass upon release of the Goods from the consignment stock. Purchaser may direct Supplier to ship the Goods to Purchaser or to any third party designated by Purchaser.

## 6. Inspection and Acceptance

61. Regardless of prior inspection or payments, all Goods will be subject to final inspection and acceptance at the Purchaser's facility within a reasonable time after delivery. If an item is defective in material and/or workmanship, or does not conform to the requirements of this Purchase Order, Purchaser will have the right to reject it, to require its correction, or to accept it with an adjustment in price.

62. Any Goods that have been rejected or require correction must be replaced or corrected by and at the sole expense of the Supplier promptly after notice. Cost of all return shipments will be borne by Supplier with title and risk of loss passing to Supplier at Purchaser's plant, unless otherwise specified by Purchaser at the time of return.

63. Should the Supplier fail to promptly replace or correct any defective item, Purchaser may (i) replace or correct such item and charge to Supplier the cost occasioned thereby, (ii) without further notice, terminate this Purchase Order for default in accordance with the Section titled Termination, or (iii) require a corresponding reduction in price.

## 7. Insurance

Supplier will secure and maintain insurance providing coverage for liabilities to (a) Purchaser and its affiliates, and (b) any third parties, in each case for bodily injury (personal injury) and damage to property in amounts sufficient to protect Purchaser 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.

## 8. Fees, Invoicing, Payment

81. Unless otherwise specified, the prices for the Goods and Services shown on this Purchase Order are the total amounts owed by Purchaser for the Goods and Services. Unless otherwise specified, the prices include, without limitation, all shipping, packing, handling and in-transit insurance charges. The acceptance of this Purchase Order constitutes a warranty that the prices to be charged for the Goods are not in excess of prices charged to other customers for similar quantities and delivery requirements. Purchaser will receive the benefit of any price decreases for the Goods and Services up to the date of shipment.

82. Supplier's invoices shall state applicable taxes owed by Purchaser, if any, by tax jurisdiction and with a proper breakdown between taxable and nontaxable items. Supplier shall remit such tax payments to the appropriate jurisdiction. Purchaser shall not be responsible for (a) any taxes not so separately listed, which shall be the sole responsibility of Supplier, (b) the remittance of taxes to applicable tax authorities; or (c) ad valorem, franchise, privilege, value-added or occupational taxes or any taxes or other governmental payments based on the income, employees, payroll, property or capital of Supplier. Supplier will indemnify Purchaser from any claims by any jurisdiction relating to Taxes paid by Purchaser to Supplier and for any penalties, fines, additions to tax or interest thereon imposed as a result of Supplier's failure to remit the taxes in a timely manner to the appropriate taxing jurisdiction or for Supplier's failure to invoice Purchaser for the correct amount of taxes.

83. An original invoice must be submitted for each shipment showing proper description and complete Purchase

Order number. When applicable, this Purchase Order must also indicate point of shipment, complete routing, and the amount of freight prepaid. All invoices shall be submitted through the Coupa Supplier Portal (CSP).

84. Unless otherwise specified, terms of payment for all undisputed amounts will be net 60 days. All time periods for payment of invoices issued under this Purchase Order shall commence on the later of the date of actual receipt of the invoice by Purchaser or the date of the actual receipt of the Goods by Purchaser. When an invoice is subject to discount based on the date of payment, payment is deemed to be made for the purpose of earning the discount on the date of mailing of the Purchaser's check.

85. Unless otherwise specified, separate invoices are required for each Purchase Order.

86. Supplier will keep records to validate invoices hereunder for a period of not less than Seven (7) years from the date of the relevant invoice; provided that in the event Purchaser provides written notice of the pendency of a tax or other regulatory proceeding requiring a longer retention period, Supplier agrees to retain such information as necessary to accommodate such proceeding. Purchaser reserves the right to audit all invoices, and Supplier shall afford reasonable access to all supporting documentation to enable Purchaser to do so.

## 9. Warranties and Indemnity

91. Supplier warrants to Purchaser that the Goods and Services: (a) will conform strictly to specifications, samples and description specified by Purchaser, furnished by Supplier, and/or set forth in this Purchase Order; (b) will be of good and merchantable quality; (c) will be fit for any particular purpose for which the Goods are required by Purchaser, to the extent known by Supplier; (d) will be free from defects in material, design, and workmanship; (e) will not infringe any patents, copyrights, trademarks or intellectual property rights of third parties; (f) are owned by Supplier immediately prior to delivery, will be transferred to Purchaser without violation of any Purchase Order to which Supplier is a party or by which Supplier is bound and will be free of security interests, liens, and encumbrances; and (g) will be produced, packaged and shipped in compliance with good manufacturing practices, applicable licenses and all applicable laws, regulations and rules, including without limitation those related to hazardous and toxic materials, the environment, labor, immigration, occupational safety and health, labeling and adulterated, misbranded or banned goods. Supplier further represents and warrants that it will comply with all applicable laws, rules and regulations ("Applicable Laws") pertaining to the performance of its obligations under this Purchase Order and that upon full payment, Purchaser shall have good and marketable title to the Goods free and clear of all liens, claims and encumbrances of whatever kind and description. Supplier hereby assigns to Purchaser all warranties provided by any manufacturer or other supplier in the applicable purchase documents pertaining to the Goods to the extent Supplier is not the manufacturer or other original source of the Goods or any part thereof. These warranties will survive any inspection, delivery, acceptance, payment or use by Purchaser of or for the Goods.

92. Supplier further warrants the following:

(a) Office of Foreign Assets Control. Neither Supplier nor, to Supplier's knowledge, any of its affiliates, partners, members, shareholders or other equity owners, suppliers, or subcontractors, and none of their respective employees, officers, directors, representatives or agents, is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Assets Control (OFAC) (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action.

(b) Anti-Bribery Laws. Supplier and its affiliates are not in violation and shall not violate the Foreign Corrupt Practices Act (15 U.S.C. Section 78dd-1, et. seq.) or any applicable Federal, state, local, or foreign anti-bribery laws. With respect to its performance under this Agreement, Supplier and its shareholders, directors, officers, employees, and agents will not, directly or indirectly through third parties, pay, promise or offer to pay, or authorize the payment of, any money or give any promise or offer to give, or authorize the giving of anything of value to any individual, entity, or government for purposes of corruptly obtaining or retaining business for or with, or directing business to, any person, including, without limitation, Purchaser, Supplier or any of their affiliates.

(c) Anti-Money Laundering Laws. Supplier and its affiliates are not in violation of, and shall not violate, applicable financial recordkeeping and reporting requirements, and the applicable anti-money laundering statutes of jurisdictions where the Supplier and its affiliates conduct business, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any local, state, Federal or other governmental authority (collectively, the “Anti-Money Laundering Laws”), and no action, suit or proceeding by or before any governmental authority involving the Supplier or any of its affiliates with respect to the Anti-Money Laundering Laws is pending or threatened. Supplier has established an anti-money laundering compliance program as required by the Anti-Money Laundering Laws.

93. Supplier will, at its expense, indemnify, hold harmless and, at Purchaser's request, defend Purchaser and Purchaser's affiliates, directors, officers, employees, agents and independent contractors from and against all claims, liabilities, damages, losses, costs and expenses, including but not limited to reasonable attorneys' fees and professional fees and costs and the costs of settlement, compromise, judgment or verdict incurred by or demanded from Purchaser, arising out of or in connection with any alleged: (a) breach of any warranty made by Supplier under this Section 8 or any other provision of this Purchase Order, and/or (b) act or omission of Supplier or Supplier's employees or agents, including but not limited to the extent such act or omission causes or contributes to (i) any bodily injury, sickness, disease or death; (ii) any injury to or destruction of tangible or intangible property (including computer programs and data or any loss of use resulting therefrom); or (iii) any violation of any statute, ordinance or regulation, in each case arising in whole or in part from the sale of the Goods to Purchaser hereunder, performance of the Services, or Purchaser's exercise of rights in connection with such Goods, or Services.

## 10. Remedy

All Purchaser remedies set forth in this Purchase Order are in addition to, and will in no way limit, any other rights and remedies that may be available to Purchaser at law or in equity.

## 11. Intellectual Property

11.1. With respect to the purchase, use and/or sale of Goods or Services as provided hereunder by Purchaser, including without limitation by Purchaser's affiliates and/or customers, Supplier will, at its expense, indemnify, hold harmless and, at Purchaser's request, defend Purchaser and Purchaser's affiliates, directors, officers, employees, agents and independent contractors from and against any and all losses, costs, expenses, royalties, profits, damages, claims, demands and other liabilities, including reasonable attorney's fees and professional fees and costs and the costs of settlement, compromise, judgment or verdict incurred by or demanded from Purchaser, including without limitation claims, etc., of Purchaser's customers, arising out of, resulting from, or occurring in connection with any alleged: (a) patent, copyright or trademark infringement; (b) unlawful disclosure, use or misappropriation of a trade secret; or (c) violation of any other third party intellectual property right, either by themselves or in combination with any other goods or services, and from expenses incurred by Purchaser in defense of such suit, claim or proceeding. Supplier will have the right to conduct the defense of any such claim or action and, consistent with Purchaser's rights hereunder, all negotiations for its settlement; provided, however, in no event will Supplier enter into any settlement without Purchaser's prior written consent, which will not be unreasonably withheld. Purchaser may participate in such defense or negotiations through its own counsel to protect its interests. If any injunction or restraining order is issued, Supplier will, at its expense, obtain for Purchaser either the right to continue to make, use, offer to sell, sell or import the Goods or replace or modify the Goods to make them non-infringing.

11.2. All copyrightable material arising out of anything done pursuant to this Purchase Order shall constitute works made for hire. Supplier hereby assigns such rights to Purchaser and agrees without cost or expense to Purchaser to take such further appropriate action to assign such rights.

11.3. Supplier acknowledges and agrees that all right, title and interest in and to any Work Product (as defined below), except for Supplier Retained IP Rights (as defined below), shall be the sole property of Purchaser whether the services to be performed are completed or not. Supplier hereby assigns to Purchaser all of Supplier's right, title and interest in and to the Work Product excluding the Supplier Retained IP Rights. All Work Product and any reproductions thereof shall be surrendered to Purchaser by Supplier upon completion of the related portions of the services, or termination of this Purchase Order, whichever occurs first. All Work Product other than Supplier Retained IP Rights may be used by Purchaser without restriction and may not be used by Supplier or its subsidiaries

or its subcontractors, if any, without Purchaser's prior written consent. All Supplier Retained IP Rights shall remain the intellectual property of Supplier; provided, however, Supplier hereby grants a perpetual, worldwide, non-terminable, royalty free license to Purchaser (and its successors and assigns) at no additional cost to Purchaser to use the Supplier Retained IP Rights for the purposes expressed in this Purchase Order or as is necessary for Purchaser (or its successors and assigns) to use the goods and services provided under this Purchase Order. "Work Product" shall mean all tangible material, or its intangible equivalent in unwritten or oral form, created directly or indirectly in connection with or arising out of the services and any of Supplier's obligations hereunder, including, without limitation, all patent, copyright, trademark, trade secret and other proprietary rights and shall include without limitation all of the following, whether finished or not: drafts, documents, writings, communications, plans, data, estimates, calculations, test results, specimens, schematics, drawings, tracings, studies, specifications, surveys, photographs, software programs, programs, reports, orders, maps, models, agreements and all derivative works thereof, ideas, concepts, discoveries, inventions, patents, know-how, negative know-how and improvements. "Supplier Retained IP Rights" shall mean any Work Product which (i) is proprietary to Supplier (including for purposes hereof anything licensed to Supplier by a third party), (ii) has been clearly identified to Purchaser in writing as proprietary to Supplier and not to be property of Purchaser, and (iii) was not designed or otherwise created for Purchaser.

## 12. Confidential Information

12.1. In connection with this Purchase Order, Purchaser may disclose or otherwise provide access to Supplier, through observation or otherwise, Purchaser Information (defined below). Supplier:

(i) may not disclose Purchaser Information to third parties without prior written approval of Purchaser; (ii) must restrict its use of Purchaser Information to the intended purpose of this Purchase Order; and (iii) must limit dissemination of Purchaser Information within its own organization to only those individuals who require disclosure for performance of their duties and who clearly understand the requirements of this Article. "Purchaser Information" shall mean all information (unless specifically identified by Purchaser in writing as non-confidential), regardless of how communicated or stored, concerning Purchaser, including without limitation confidential or proprietary information, trade secrets, data, drafts, documents, communications, plans, know-how, negative know-how, formulas, improvements, designs, estimates, calculations, results, specimens, schematics, drawings, tracings, studies, specifications, surveys, facilities, photographs, documentation, software, equipment, processes, programs, reports, orders, maps, models, agreements, ideas, methods, discoveries, inventions, patents, concepts, research, development, and business and financial information. Supplier must return to Purchaser all of the Purchaser Information in tangible form, including without limitation all copies, translations, interpretations, derivative works and adaptations thereof, immediately upon request by Purchaser. Neither Supplier nor Supplier's representatives or subcontractors may use the Purchaser Information for the benefit of any person or party other than Purchaser, or in furtherance of any work, services or project other than the services or projects for which Supplier is engaged pursuant to this Purchase Order or the discussion of any potential additional services to be provided by Vendor or a Vendor Affiliate to Farmers or a Farmers Affiliate.

12.2. To the extent Supplier discloses to Purchaser written information pertaining to its performance hereunder that Supplier deems confidential, Supplier must clearly mark such information "CONFIDENTIAL" ("Supplier's Information"). With respect to such Supplier's Information, Purchaser shall use good faith efforts to: (i) protect all such Supplier's Information from disclosure in violation of this Section and (ii) restrict the use of Supplier's Information to the intended purpose of this Purchase Order. Purchaser Information and Supplier's Information are collectively referred to as "Confidential Information".

12.3. Each party shall treat the specific provisions of this Agreement as Confidential Information. Upon termination of this Purchase Order, the receiving party shall either return within ten (10) business days all originals and copies of Confidential Information received from the disclosing party, or certify by appropriately authorized officer that all of such Confidential Information not returned to the disclosing party has been destroyed.

12.4. The obligations set forth in this Section shall not apply to any portion of Confidential Information which (i) is or later becomes generally available to the public by use, publication or the like, through no act or omission of the recipient hereunder of such, or (ii) the receiving party possessed prior to the Effective Date of this Purchase Order without being subject to an obligation to keep such confidential, or (iii) is independently developed by the receiving party without use of or reference to the other party's information. In the event the receiving party becomes

legally compelled to disclose any Confidential Information of the disclosing party, the receiving party shall immediately provide the disclosing party with notice thereof prior to any disclosure, shall use its best efforts to minimize the extent of disclosure, and shall cooperate with the other party should such other party seek to obtain a protective order or other appropriate remedy. The obligations of this Section (i) with respect to Confidential Information that constitutes a “trade secret” (as defined by applicable law) will survive the termination of this Purchase Order for so long as such Confidential Information remains a trade secret under applicable law, and (ii) with respect to all other Confidential Information, will survive the termination of this Purchase Order for a period of five years from termination, or so long as required by Applicable Laws.

125. Purchaser has, or may have in the future, one or more agreements with third party business process outsourcing providers (hereinafter, the “BPO Vendors”) to provide certain information technology, networking, finance, audit, legal, procurement, and other services to Purchaser (each, an “Outsourcing Agreement”). Such outsourcing may include sourcing, contracting and accounts payable services provided by the BPO Vendors, on Purchaser’s behalf, relating to the agreements as may be in place from time to time between Supplier and Purchaser. However, Purchaser will remain the contracting party. Supplier hereby authorizes Purchaser to provide any such BPO Vendor access to this Purchase Order and any work orders, or similar documents governed by this Purchase Order, as well as to any products, deliverables and services delivered hereunder, provided that (1) such access is only to the extent necessary to enable the BPO Vendor to perform its work for Purchaser; (2) the BPO Vendor is bound to Purchaser by confidentiality obligations at least as stringent as those applicable to Purchaser hereunder, and (3) the BPO Vendors have the right to anonymize and aggregate Confidential Information, which may include Supplier information, and use such anonymized and aggregated information for their own business purposes.

### 13. Force Majeure

A party shall not be liable for any delay in the performance of its obligations under this Purchase Order if and to the extent such delay is caused, directly or indirectly, by acts of God, war, riots, terrorism, embargos, acts of public enemy, acts of military authority, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, which results in quarantine, work-at-home orders, travel warnings or similar restrictions declared by the World Health Organization, the Center for Disease Control or any federal, state or local governmental authority, earthquake, fire or flood (“Force Majeure Event”); provided that a party may not claim relief for a Force Majeure Event under this Section unless and to the extent each of the following conditions has been satisfied: (i) the party claiming delay by Force Majeure Event (the “Delayed Party”) is without fault in causing such delay; (ii) such delay could not have been prevented by reasonable precautions taken by the Delayed Party, including, without limitation, the use of alternate sources, or workaround plans; (iii) the Delayed Party uses commercially reasonable efforts to recommence performance of such obligations whenever and to whatever extent possible following the Force Majeure Event; and (iv) the Delayed Party immediately notifies the other party by the most expedient method possible (to be confirmed in writing) and describes at a reasonable level of detail the circumstances causing the delay. All obligations of both Parties shall return to being in full force and effect upon the earlier to occur of (i) the passing of the Force Majeure Event or (ii) the failure of the Delayed Party to satisfy the conditions and/or perform its covenants under this Article.

### 14. Termination

141. Termination for Convenience of Purchaser. Purchaser may at any time terminate this Purchase Order or any part hereof for its sole convenience. In the event of such termination, Supplier shall immediately stop all work and shall immediately cause its suppliers or subcontractors to cease such work. Purchaser shall pay Supplier for conforming Goods delivered and accepted through the date of termination, provided, however, that Purchaser will not be obligated to pay any more than the payment that would have become due had (a) Supplier completed full performance and (b) Purchaser accepted the Goods. Purchaser will have no further payment obligation in connection with the termination of this Purchase Order.

142. Termination for Cause. Purchaser may terminate this Purchase Order, in whole or in part, for default by Supplier in performance of its obligations hereunder. Any termination by Purchaser will be without prejudice to any other rights or remedies Purchaser may have and will be effective if Supplier fails to cure the breach within fifteen (15) calendar days of Purchaser's written demand, unless a longer period is agreed to by the parties. There shall be no cure period in the event of any of the following: (i) failure to comply with Applicable Laws; (ii) failure to comply

with confidentiality or warranty obligations; (iii) Supplier makes a general assignment for the benefit of its creditors; (iv) a petition in bankruptcy is filed by or against Supplier; or (v) a receiver is appointed due to Supplier's insolvency.

#### **15. Publicity**

Any news release, public announcement, advertisement, publicity or any other disclosure concerning this Purchase Order to any third party, except as may be necessary to comply with other obligations stated in this Purchase Order, requires prior written approval of Purchaser, which may be withheld in Purchaser's sole discretion. Additionally, Supplier shall not use Purchaser's trademarks, names, logos, service marks or trade names in connection with any solicitation, press release, announcement, advertisement, promotion or sales marketing publication or advertisement without Purchaser's prior written consent, which may be withheld in Purchaser's sole discretion.

#### **16. Survival**

Supplier's obligations under any provisions set forth in this Purchase Order related to ownership of deliverables, confidentiality, publicity, governing law and indemnification or which contemplate performance or observance subsequent to termination or expiration of this Purchase Order shall survive such expiration or termination.

#### **17. Disputes; Applicable Law; Jurisdiction**

This Purchase Order shall be governed by and interpreted in accordance with the laws of the State of California, excluding any laws or principles regarding conflict or choice of laws. Purchaser and Supplier each irrevocably agrees that any legal action, suit, or proceeding in any way arising out of or in connection with this Purchase Order shall be submitted to the exclusive jurisdiction of the state or federal courts of California. Purchaser and Supplier each waives, to the fullest extent it may effectively do so, any objection which it may now or hereafter have to the laying of venue of any such action, suit, or proceeding and irrevocably waives any right to claim or assert forum non conveniens, and submits to the jurisdiction of such court in any suit, action or proceeding.

#### **18. Assignment and Subcontracting.**

18.1. Supplier may not assign any of its rights or delegate any of its obligations under this Purchase Order without Purchaser's prior written consent. Purchaser may, at its option, void any attempted assignment or delegation undertaken without Purchaser's prior written consent.

18.2. Supplier may not subcontract any of its rights or obligations under this Purchase Order without Purchaser's prior written consent. If Purchaser consents to the use of a Subcontractor, Supplier will: (i) guarantee and will remain liable for the performance of all subcontracted obligations; (ii) indemnify Purchaser for all damages and costs of any kind incurred by Purchaser 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, Purchaser 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 Purchaser harmless for all damages and costs of any kind, including without limitation, incurred by Purchaser and caused by Supplier's failure to pay a Subcontractor.

#### **19. Limitation of Liability**

19.1. NOTWITHSTANDING ANYTHING ELSE IN THE PURCHASE ORDER OR OTHERWISE, PURCHASER 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 OF THE AMOUNT PURCHASER PAID TO SUPPLIER IN THE SIX MONTHS PRECEDING THE EVENT OR CIRCUMSTANCE GIVING RISE TO SUCH LIABILITY.

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



193. THE FOREGOING 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.

**20. Separation of Farmers Liability; Affiliate Definition.**

If Supplier provides any Services to any Affiliate of Purchaser, Purchaser shall not be or become obligated hereunder for the failure of such Affiliate to meet any of its obligations, including without limitation its obligation to make any payment to Supplier, with respect to such Services, and no such Affiliate shall be or become liable to Supplier for any Purchaser obligations hereunder or those of any other Affiliate. "Affiliate" means, with respect to Supplier, any person or entity that controls, is controlled by, or is under common control with Supplier, where "control" means ownership of fifty percent (50%) or more of the outstanding voting securities. "Affiliate" means, with respect to Purchaser, any Farmers Group, Inc. and its subsidiaries and Farmers Insurance Exchange, Fire Insurance Exchange, Truck Insurance Exchange, and their subsidiaries and affiliates that together comprise the Farmers Insurance Group®.