



## W. R. GRACE & CO. PURCHASE ORDER TERMS AND CONDITIONS FOR THE U.S.

AS OF APRIL 1, 2023

1. **SCOPE AND TERMS OF AGREEMENT:** These terms and conditions (these “**Terms**”) and the purchase order incorporating them by reference, including any documents attached thereto (such purchase order (including any documents attached thereto), together with these Terms, hereinafter referred to as the “**Purchase Order**”) are the sole and exclusive terms which govern the purchase by Buyer from Seller of the goods and/or services set forth in the Purchase Order (the “**Goods**” and “**Services**”, respectively).
2. **PARTIES:** The terms Buyer and Seller (collectively, the “**Parties**”) shall mean the buyer and seller identified in the Purchase Order.
3. **ACCEPTANCE:**
  - (a) If Seller has been onboarded into the Ariba Network, Seller must send an electronic order confirmation via the Ariba Network prior to the commencement of any Services, or shipment of any Goods, under the Purchase Order. Buyer disclaims all liability for Services performed or Goods delivered prior to Buyer’s receipt of such electronic order confirmation through the Ariba Network. Seller’s delivery of such electronic order confirmation shall constitute Seller’s acceptance of the Purchase Order.
  - (b) If Seller has not been onboarded into the Ariba Network, Seller’s acceptance of a Purchase Order, or Seller’s delivery of Goods or commencement of any Services shall constitute Seller’s acceptance of the Purchase Order. Failure by Seller to reject a Purchase Order within five (5) days of receipt shall be deemed an acceptance by Seller of such Purchase Order.
  - (c) The Purchase Order expressly limits acceptance to the terms of the Purchase Order (including these Terms), and all terms and conditions proposed by Seller (whether through the Ariba Network or otherwise) which are different from or in addition to the Purchase Order are unacceptable to Buyer, are expressly rejected by Buyer, and shall not become a part of the Purchase Order. Any modifications to the Purchase Order shall be made and approved only by duly authorized representatives of Buyer and Seller in the Ariba Network or, if Seller has not been onboarded into the Ariba Network, through mutual written agreement.
4. **PRICES:** The prices of the Goods and Services are as stated in the Purchase Order (the “**Prices**”). Seller represents that the Prices shall not be in excess of (a) the maximum which Seller may charge under any applicable federal, state, local, municipal, foreign, supranational or other law (including export laws), statute, constitution, treaty, principle of common law, directive, decree, resolution, ordinance, code, edict, order, rule, guideline, guidance, regulation, sanction, or requirement issued, enacted, adopted, promulgated, entered, implemented, or otherwise put into effect by or under the authority of any duly constituted legal or administrative person or entity (“**Laws**”) and/or (b) those billed to other customers purchasing similar quantities of the same or similar goods or services (taking into account any special terms, conditions, rebates or allowances). Seller bears the burden of proof by clear and convincing evidence that the goods or services are not “similar” and Seller shall promptly rebate to Buyer the aggregate amount equal to the difference in the price paid by Buyer and the lower price paid by any other customer of Seller for similar goods or services. Unless otherwise outlined on the cover page of the Purchase Order, prices are DDP (Incoterms 2020) Delivery Location (as hereinafter defined), and Seller pays for carriage to Delivery Location and is responsible for customs clearance and payment of all federal, state and local taxes and duties now or hereafter enacted applicable to the Goods or Services. If Buyer otherwise agrees to pay any such tax or duty, Seller shall set forth all applicable taxes and duties as separate items on invoices unless Buyer furnishes Seller with exemption certificates. No increase in any Price is effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of Buyer.
5. **TAXES:** Buyer shall be entitled to deduct or withhold or cause to be withheld from amounts payable to Seller under the Purchase Order any income taxes it determines are required to be deducted or withheld under Law (“**Withholding Taxes**”) and shall pay to Seller the remaining net amount after the deduction of Withholding Taxes. Seller shall be liable to pay any Withholding Taxes under Law whether or not Buyer withholds them. Except for taxes stated above, the Parties are responsible for their own respective income taxes or taxes based on gross revenues or gross receipts.

- 6. PACKING AND TRANSPORTATION:** Seller shall, at its own expense, box, crate or store, pack and package all Goods in a manner that: (a) ensures safe arrival in an undamaged condition at the Delivery Location; (b) secures shipment at the lowest transportation costs; (c) complies with requirements of common carriers; (d) is consistent with the requirements set forth on the cover page of the Purchase Order or, if none are specified, good industry practices and (e) meets all Laws. Seller shall include Buyer's order numbers, part numbers, quantities, and symbols clearly on all containers, invoices, packages, bills of lading, certificates of analysis for materials, shipping labels, shipping orders and correspondence. The risk of loss and title to Goods shall pass to Buyer at the Delivery Location. Seller shall send bills of lading or shipping receipts and, for materials, certificates of analysis to Buyer on the date of shipment and shall include appropriate shipping memoranda or packing lists with all shipments of Goods. Buyer's count or weight shall be conclusive on shipments not accompanied by a packing list. Seller shall be responsible for all transportation costs and shall bear all excess transportation or other charges and costs resulting from failure to follow Buyer's routing instructions and delivery schedules. Seller has no right to ship under reservation. Seller must provide Buyer prior written notice if it requires Buyer to return any packaging material. Any return of such packaging material shall be made at Seller's sole expense.
- 7. DELIVERY OF GOODS AND PERFORMANCE OF SERVICES:** Except as otherwise agreed in writing by the Parties, Seller shall deliver the Goods in the quantities and by the date(s) and time(s) (the "**Delivery Date**") and to the location(s) specified in the Purchase Order or Buyer's place of business if the location is not specified in the Purchase Order (the "**Delivery Location**"), and shall perform the Services in full by the Delivery Date(s). If Seller fails to deliver the Goods by the Delivery Date and to the Delivery Location or perform the Services in full by the Delivery Date, Buyer may terminate the Purchase Order immediately by providing written notice to Seller. Upon such notice, Seller shall indemnify, defend, and hold the Buyer harmless against any losses, claims, damages, and reasonable costs and expenses ("**Damages**") directly attributable to Seller's failure to deliver the Goods by the Delivery Date and to the Delivery Location or perform the Services by the Delivery Date. Buyer has the right to return, at Seller's expense, any Goods delivered prior to the Delivery Date, and to require Seller to redeliver such Goods on the Delivery Date. Buyer shall not be required to provide payment for Goods delivered by Seller to Buyer in excess of quantities specified in the Purchase Order or for Services not specified in the Purchase Order. Any rejected Goods and/or Services are entirely at Seller's risk and rejected Goods may be returned at Seller's expense. Buyer may, in its sole discretion, elect to accept Goods which are less than or in excess of the quantities specified in the Purchase Order, and/or Services not specified in the Purchase Order, in which case the Prices for the Goods and/or Services shall be adjusted on a pro-rata basis.
- 8. TIME IS OF THE ESSENCE:** Notwithstanding anything else in the Purchase Order, TIME IS OF THE ESSENCE, and failure to meet the Delivery Date(s) shall be considered a material breach of contract and shall allow Buyer to terminate the Purchase Order or any part thereof, without Buyer incurring any liability for such termination, whether the Purchase Order was for standard or custom-made Goods or Services. No failure(s) by Buyer to terminate due to Seller's failure to meet a Delivery Date in the Purchase Order in accordance with the Purchase Order shall be deemed to establish a course of performance or course of dealing between the Parties.
- 9. DISCONTINUANCE OF GOODS OR SERVICES:** If for any reason Seller discontinues the manufacture of any Good or performance of any Service within one (1) year after the final delivery under the Purchase Order, Seller shall give Buyer at least ninety (90) days prior written notice of such Good or Service discontinuance.
- 10. CHANGES:** Buyer reserves the right at any time to direct or make changes to drawings, specifications, quantities, Delivery Dates or Delivery Locations of the Goods or Services or otherwise change the scope of the work covered by the Purchase Order, and Seller agrees to promptly accept such changes. Any difference in price or time for performance resulting from such changes shall be equitably adjusted by Buyer after receipt of documentation in such form and detail as Buyer may direct. Any changes to the Purchase Order shall be made in accordance with Section 3, above.
- 11. INSPECTION:** All Goods and Services shall be subject to inspection by Buyer at all reasonable times, including, but not limited to, inspection, testing, approval and acceptance during design, manufacture, and assembly. Seller shall provide Buyer with reasonable assistance and reasonable access to Seller's facilities for the purpose of carrying out any such inspection at no additional charge to Buyer. Buyer's inspection, approval or acceptance does not preclude Buyer's ability to reject Goods or Services, or otherwise constitute a waiver of any of Buyer's rights or remedies, for

defects upon discovery by subsequent inspection.

**12. WARRANTY:**

- (a) Seller warrants that the Goods and Services, including, but not limited to, any Repair (as such term is defined below): (1) strictly conform to the specifications, drawings, samples or other descriptions furnished or adopted by Buyer; (2) are free from defects in workmanship, materials or design; (3) are new and unused; (4) are of merchantable quality; (5) are fit for such particular purpose and operate as intended; (6) if Services, are performed in a qualified and professional manner, in accordance with industry practices and Law; (7) are free of any and all liens, encumbrances or claims from third parties; (8) do not infringe any intellectual property rights of others; and (9) are being conveyed by Seller to Buyer with good title. The warranties set forth in this Section 12(a) (the "**Warranty**") are cumulative and in addition to any other warranty provided in law or in equity. Inspection, testing or use of Goods or Services, or approval by Buyer of designs furnished by Seller, shall not affect any of the foregoing warranties (the "**Warranty**"). Seller shall supply certificates of compliance with specifications or certified analyses, if requested by Buyer. Seller's Warranty shall be effective for the period of time set forth on the face of the Purchase Order or if no such period of time is set forth on the face of the Purchase Order, for a period of one (1) year after the date of acceptance by Buyer of such Goods, Services or Repairs (the "**Warranty Period**"). Seller shall bear all expenses in connection with returning Goods to Seller for breach of the Warranty and shall bear all risk of loss or damage to Goods while in transit.
- (b) During the Warranty Period, Seller shall, at its sole cost and expense, after receipt of written notice from Buyer, promptly remedy any breach of the Warranty, by means of correction, repair or replacement of the Goods or re-performance of the Services for which such notice is given (a "**Repair**"). Seller shall schedule any Repair with Buyer to minimize any disruption to Buyer's normal business operations. Any and all costs incurred by Buyer in connection with the return of goods rejected by Buyer as defective, shall be for the account of Seller. If Seller does not commence, and diligently proceed to perform a Repair within thirty (30) days following the date of delivery of Buyer's written notice of a breach of Warranty, Buyer shall have the right, but not the obligation, to arrange for or perform a Repair, at Seller's sole cost and expense.
- (c) The Warranty shall run to Buyer, its successors, assigns, customers and the users of its products and shall not be deemed to be exclusive.

**13. FORCE MAJEURE:** If either party (the "**Impacted Party**") is prevented from performing its obligations hereunder as a result of governmental actions or regulations, strikes (other than strikes involving employees of the Impacted Party or any of its affiliates), accidents, pandemic (including that arising in connection with COVID-19 and its variants) or other causes beyond the reasonable control of the Impacted Party (each, a "**Force Majeure Event**"), such obligations shall be suspended for the period during which such conditions continue to exist. However, if Seller is the Impacted Party, Buyer may cancel any order and/or immediately seek alternative sources of supply without being in breach hereof and any such purchase shall be included within any Buyer volume commitments. The Impacted Party shall inform the non-Impacted Party in writing of such Force Majeure Event promptly upon the occurrence thereof (including a reasonable estimate of the additional time required for performance to the extent determinable) and shall use commercially reasonable efforts to effect the required performance as soon as reasonably practicable. Notwithstanding the foregoing, a Force Majeure Event excludes any delay or non-performance arising from a party's failure to comply with its contractual commitments and, without limitation, failures or delays of Seller's subcontractors, carriers, or other parties to substantially meet Seller's performance obligations under the Purchase Order. In the event that the Impacted Party's failure or delay remains uncured for a period of sixty (60) consecutive days following written notice given by it under this Section 13, the non-Impacted Party may thereafter terminate the Purchase Order in whole or in part upon thirty (30) days' written notice.

**14. EXPORT CONTROL:** The Seller represents and warrants to Buyer that neither Seller nor any of its subsidiaries, affiliates, directors or officers or any of their agents, owners, or employees is located, organized or resident in a country, region, or territory which is, or whose government is, the subject or target of any Trade Control Laws (as hereinafter defined) broadly prohibiting dealings with such government, country, or territory (a "**Prohibited Jurisdiction**"), or any individual or entity that at such time is identified on a government list of restricted parties, including but not limited to any other sanctions or export control list maintained by the United States or other government entities having jurisdiction over the Purchase Order (a "**Prohibited Person**"). Seller further represents and

warrants to Buyer that none of its subsidiaries, affiliates and other companies controlled by the same person or entity as Seller are Prohibited Persons. Buyer shall have the right to suspend performance and/or terminate the Purchase Order in whole or in part to the extent it deems it necessary to comply with applicable economic, financial or trade sanctions, or export controls regulation, embargoes, or restrictive measures enacted, administered, imposed or enforced by any Sanctions Authority having jurisdiction over the Purchase Order and/or the parties to the Purchase Order in effect at any time ("**Trade Control Laws**"), all statutory and regulatory requirements related to Trade Control Laws issued by the United Nations (including the United Nations Security Council), the United States of America, the European Union, the Member States of the European Union, the United Kingdom, Canada, the respective governmental institutions and agencies having jurisdiction over the Terms or the Purchase Order and/or the parties to the Purchase Order (the "**Sanctions Authority**"), or with Buyer's own internal policies with respect to its Sellers in any jurisdiction related to, associated with, or impacted by the Trade Control Laws or conflicts or disputes related to such Trade Control Laws. Seller and Buyer, their directors, officers, affiliates, agents, owners and employees, and any of their subsidiaries, affiliates and other companies controlled by the same person or entity as Seller and Buyer shall comply in all respects with applicable Trade Control Laws. In no event shall Seller use Buyer-provided items in any way which violates or causes a violation of applicable Trade Control Laws or would cause Seller and/or Buyer to violate applicable Trade Control Laws. Seller shall comply with this Section 14 and any export controls language set forth on the face of the Purchase Order, including but not limited to "GRACE RESERVES THE RIGHT TO REFUSE ANY ORDER, SUSPEND PERFORMANCE, AND/OR TERMINATE ANY CONTRACT IMMEDIATELY UPON GRACE'S DETERMINATION THAT THE ORDER OR CONTRACT WOULD VIOLATE APPLICABLE LAW, INCLUDING WITHOUT LIMITATION SANCTIONS LAWS, TO THE EXTENT SUCH TERMINATION IS PERMISSIBLE UNDER APPLICABLE SANCTIONS LAWS AND REGULATIONS", as such may be amended and/or restated from time to time.

**15. OWNERSHIP; CONFIDENTIALITY; DATA AND NETWORK SECURITY:**

(a) Except as set forth below with respect to Seller Background Technology (as defined below), all right, title, and interest in and to the deliverables set forth in the Purchase Order ("**Deliverables**") and all other writings, technology, inventions, discoveries, processes, techniques, methods, ideas, concepts, research, proposals, and materials, and all other work product of any nature whatsoever, that are created, developed, prepared, produced, authored, edited, modified, conceived, or reduced to practice for and/or delivered to Buyer by Seller in the course of performing the Services or providing the Deliverables, including any patents, copyrights, trademarks (together with the goodwill symbolized thereby), trade secrets, know-how, other confidential or proprietary information, and any other intellectual property rights (collectively "**Intellectual Property Rights**") related thereto (collectively "**Work Product**"), shall be owned by the Buyer. Seller hereby irrevocably assigns all right, title and interest in and to the Work Product to Buyer and Seller waives all of its moral rights therein, except to the extent described below with respect to Seller Background Technology.

1. The Work Product may include certain methodologies, development tools, routines, objects, subroutines and other programs, data, and materials developed or licensed by Seller independently of or prior to the existence of the Purchase Order and other agreements with Buyer (the "**Seller Background Technology**"). Seller shall retain any and all rights Seller may have in the Seller Background Technology, and Seller hereby grants to Buyer an irrevocable, non-exclusive, perpetual, fully paid-up worldwide license to use, execute, reproduce, display, translate, modify, improve, and distribute Seller Background Technology internally to the extent necessary to exploit the Work Product. Seller shall identify all intellectual property it intends to claim as Seller Background Technology in the Purchase Order with sufficient specificity to allow a person reasonably competent in the field to identify which components of the Work Product constitute Seller Background Technology. Buyer shall not license, sub-license, resell, transfer or make other commercial use of the Seller Background Technology, or any portion thereof, without Seller's prior written consent, except to the extent necessary to exploit Work Product (including to transfer, lease, assign or sublicense such Seller Background Technology to any Buyer affiliate, subsidiary or successor in interest).
2. Upon the request of Buyer, during and after the term of this Purchase Order, Seller shall promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, and provide such further cooperation, as may be necessary to

assist Buyer to apply for, prosecute, register, maintain, perfect, record, or enforce its rights in any Work Product and all Intellectual Property Rights therein. In the event Buyer is unable, after reasonable effort, to obtain Seller's signature on any such documents, Seller hereby irrevocably designates and appoints Buyer as its agent and attorney-in-fact, to act for and on Seller's behalf solely to execute and file any such application or other document and do all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights, or other intellectual property protection related to the Work Product with the same legal force and effect as if Seller had executed them. Seller agrees that this power of attorney is coupled with an interest.

3. Buyer is, and will remain, the sole and exclusive owner of all right, title, and interest in and to any documents, specifications, data, know-how, methodologies, software, and other materials provided to Seller by Buyer, including all Intellectual Property Rights therein ("**Buyer Materials**"). Seller shall have no right or license to reproduce or use any Buyer Materials except solely during the term of this Purchase Order to the extent necessary to perform its obligations under this Purchase Order. All other rights in and to the Buyer Materials are expressly reserved by Buyer.

(b)

1. Buyer shall own or control all confidential and proprietary information relating to its businesses and operations (said information hereinafter referred to as "**Buyer Information**"), including without limitation any of the following, in whatever form, written or verbal: Buyer's financial results and projections, budget figures, business plans, operating procedures, marketing and product strategies, competitive analyses, product sale information, pricing policies, product and service offerings (including existing goods and services and new product and service planning and initiatives), proprietary technology, Intellectual Property Rights, customer names, addresses and other customer information, and all associated notes, studies, reports, forecasts, which are identified as proprietary or confidential by Buyer or otherwise should reasonably be understood by Seller to be proprietary or confidential, and including any such information made available to Seller by giving Seller access to or permitting Seller to observe Buyer's facilities and/or the conduct of Buyer's various operations or processes. Buyer may, during the term of the Purchase Order, directly or indirectly disclose to Seller certain Buyer Information for the purposes of the Purchase Order. During the term of the Purchase Order and continuing until the tenth (10<sup>th</sup>) anniversary of the date of expiration or termination of the Purchase Order, Seller shall treat as confidential and shall not, without Buyer's prior written consent, divulge to any third party or, except to the extent necessary for Seller's performance hereunder, make any use of any Buyer Information or information derived therefrom. Without limitation of the foregoing, Seller shall not discuss any Buyer Information or related matters with any government employee, regulator or other third party supervising the Goods or Services provided hereunder without express written permission from Buyer or as expressly permitted hereunder.
2. If Seller is required by Law to disclose any Buyer Information, Seller shall, before such disclosure, notify Buyer of such requirement so that Buyer may seek a protective order or other remedy, and Seller shall reasonably assist Buyer therewith. If Seller remains legally compelled to make such disclosure, it shall: (A) only disclose that portion of the Buyer Information that, in the written opinion of its legal counsel, Seller is required to disclose; and (B) use best efforts to ensure that such Buyer Information is afforded confidential treatment.
3. Buyer Information shall not include, and the restrictions provided in this Section 15(b) shall not apply to (A) information that at the time of its disclosure or development hereunder is, or thereafter becomes other than by act or omission of Seller, part of the public domain, (B) information that Seller can show was in Seller's possession in tangible form at the time of disclosure or development hereunder and was not acquired, directly or indirectly, from Buyer, or (C) information that was received by Seller after the time of disclosure by Buyer or development hereunder from a third party who has a lawful right to disclose it to Seller and who did not require Seller to hold it in confidence. Specific disclosures made to the Seller hereunder shall not be deemed to be within the foregoing exceptions merely because they are embraced by general disclosures, in the public domain, or in the possession of the Seller.

4. Seller shall provide the originals of all drawings, designs, calculations, etc., it used or developed hereunder to Buyer, provided that Seller may retain one copy for its files. The expense of Seller's copy is considered part of the cost of the Services.
  5. Seller will not, without the prior written consent of Buyer, use Buyer's name in connection with any publicity, release, advertisement, or other publication.
  6. Seller will not disclose to Buyer any information of a confidential nature and all information disclosed by Seller to Buyer under the Purchase Order shall be deemed to be nonconfidential unless covered by a specific written confidentiality agreement. Seller warrants that the possession, use and/or disclosure of such information by Buyer shall not violate the proprietary rights of Seller or any third party. If, based on its possession, use and/or disclosure of such information, Buyer is charged with misuse of any such proprietary rights of any third party, Seller shall indemnify, defend, and hold Buyer harmless from any causes of action, claims, losses, liabilities, costs (including reasonable attorney's fees), damages, judgments or expenses whatsoever.
- (c)
1. Seller shall: (A) establish and maintain reasonable and appropriate administrative, physical and technical safeguards to protect Buyer Information and systems that are used to create Deliverables, or store or protect Buyer Information ("**Seller Systems**") that are no less rigorous than accepted industry practices and (B) ensure that all such safeguards, including the manner in which Buyer Information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of the Purchase Order. Without limitation to the breadth of the foregoing, Seller shall:
    - (i) back up all Buyer Information and Seller Systems as part of a reasonable and appropriate backup and recovery process in encrypted form, using a commercially supported encryption solution. As part of its normal operating procedures, Seller shall regularly use commercially available virus protection and other security measures to ensure the protection of its network and all Seller Systems;
    - (ii) ensure that no programming devices such as viruses, spyware, or other forms of computer sabotage (collectively "**Suspicious Activity**") are placed within the network or other systems maintained by Buyer or any Buyer contractor, including all Seller Systems. If any Suspicious Activity is detected that either Buyer or Seller in its reasonable judgment deems a risk, Seller shall engage any necessary documented security measures and procedures to notify Buyer (if Buyer is not aware of the existence of such Suspicious Activity) and take all necessary steps to remedy the problem and prevent a recurrence;
    - (iii) if the Services include the development of any computer software, utilize robust secure software development lifecycle processes, including to design that software to operate securely, to monitor such software and any libraries or other third-party code incorporated into it for security vulnerabilities, and to conduct automated security testing and manual code review;
    - (iv) implement industry standard intrusion detection, logging, log aggregation, alerting and log monitoring capabilities to protect Seller Systems and Buyer Information;
    - (v) require multi-factor authentication for access to any Buyer Information of Seller Systems from the public Internet;
    - (vi) limit access to Buyer Information to those who have a need to access that Buyer Information; and
    - (vii) encrypt all Buyer Information whenever it is transmitted over an untrusted network.
  2. In the event that Seller discovers, or reasonably suspects, that any Buyer Information or Seller System has been accessed without authorization, or any Deliverable contains a security flaw that could allow a third party to take control of any Buyer system without authorization (a "**Security Incident**"), Seller shall notify Buyer of that Security Incident within seventy-two (72) hours after that discovery or reasonable suspicion. Seller shall reasonably investigate, mitigate and contain each Security Incident and shall reasonably cooperate with Buyer in connection with the investigation, containment and remediation of each Security Incident.
  3. In the event that Buyer Information contains any data that identifies or relates to an individual ("**Personal Data**"), Seller shall not use, disclose or otherwise process that Personal Data other than as explicitly directed by Buyer or required by law.

4. In the event that Seller has access to any Buyer system or facility, Seller shall comply with all reasonable policies of Buyer in connection with that access. Without limitation to the foregoing, Seller shall ensure that all Seller personnel track and secure all credentials, keys, key cards and tokens that are used to access any Buyer system or facility. Seller shall not and shall take all actions necessary to cause Seller personnel to not, take any action or inaction that would create any vulnerability in, or otherwise negatively affect, the security or operation of Buyer's systems or facilities. Upon completion of performing the Services, Seller shall ensure that any access to Buyer's systems and facilities by any Seller personnel shall be immediately and irrevocably terminated. Seller shall not and shall cause each Seller personnel not to violate or attempt to violate the security of any Buyer systems, or any third-party network, system, server, website, application or account using Buyer Information or any Buyer system.
- (d) Seller shall require and ensure that all of its employees, subcontractors and/or agents comply with the requirements in this Section 15, and Seller shall remain fully responsible for such compliance.

**16. CANCELLATION FOR BREACH:** Buyer reserves the right to cancel all or any part of the Purchase Order, without liability to Seller if Seller; (a) repudiates or breaches any of the terms of the Purchase Order, including without limitation any portion of the Warranty; (b) fails to perform Services or deliver Goods as specified by Buyer; or (c) fails to make progress and so endangers timely and proper completion of Services or delivery of Goods, and does not correct such failure or breach within ten (10) days for such shorter period of time is commercially reasonable under the circumstances after receipt of written notice from Buyer specifying such failure or breach.

**17. TERMINATION:**

- (a) In addition to any other rights of Buyer to cancel or terminate the Purchase Order, Buyer may, at its sole option, immediately terminate all or any part of this Purchase Order, at any time for its sole convenience, by giving written notice to Seller. Upon delivery of such notice to Seller, the termination is effective, and Seller shall, unless otherwise specified in such notice, immediately stop all work hereunder and upon Buyer's request, return all unused materials provided by Buyer to Seller under the Purchase Order. Upon such termination, Buyer shall pay to Seller the following amounts without duplication: (1) the Price for all Goods and/or Services which have been completed in accordance with this Purchase Order and not previously paid for; and (2) the actual costs of work in process and raw materials incurred by Seller in furnishing the Goods or Services under the Purchase Order to the extent such costs are reasonable in amount and are properly allocable or apportionable under generally accepted accounting principles to the terminated portion of the Purchase Order; less the reasonable value or cost (whichever is higher) of any Goods or materials used or sold by Seller with Buyer's written consent, and the cost of any damaged or destroyed Goods or materials. Buyer shall make no payment for furnished goods, work in process or raw materials fabricated, incurred or procured by Seller in excess of those authorized in delivery releases nor for any undelivered goods which are in Seller's standard stock, or which are readily marketable. Seller shall be solely responsible, and Buyer shall have no obligation, for any losses, liabilities, or costs in connection with Seller's vendors or subcontractors incurred after Seller receives the termination notice. Payments made under this Section 17 shall not exceed the aggregate price payable by Buyer for finished Goods and performance of Services which would be produced by Seller under delivery or release schedules outstanding at the date of termination. Except as provided in this Section 17, Buyer shall not be liable for loss of anticipated or unanticipated profit, unabsorbed overhead, interest on claims, product development and engineering costs, facilities and equipment rearrangement costs or rental, unamortized depreciation costs, and general and administrative burden charges from termination of the Purchase Order. Within thirty (30) days after receipt of Buyer's termination notice, Seller shall send Buyer an itemized invoice for authorized Goods or Services. If such invoice is not received within thirty (30) days after receipt of Buyer's termination notice, then Buyer shall have no payment obligation in connection with the termination.
- (b) Seller shall mitigate the effects of any termination, include a summary of such mitigation efforts in any claim for termination charges, and reduce any claims for termination charges by the amount saved by Seller's mitigation efforts.
- (c) If any terminated custom-made Good or Service incorporates or uses any of Buyer's Intellectual Property Rights, then Seller must notify Buyer and dispose of the terminated custom-made

Goods or Services in accordance with Buyer's written instructions and, at Buyer's request, provide written certification of such disposal.

- 18. INFRINGEMENT:** Seller warrants that the use or sale of the Goods or Services in the form, state and condition as delivered under the Purchase Order do not infringe or misappropriate any U.S. or foreign patent, copyright, trademark, trade secret, or other intellectual property rights covering the Goods, their method of manufacture or the Services, and Seller shall indemnify, defend and hold Buyer, and its past, present and future parents, subsidiaries, affiliates, successors, predecessors, assigns, officers, directors, agents, customers, employees, members, partners and other representatives and all persons acting by, though, under or in concert with them or any of them, and any party acting on their behalf, whether by operation of law or statute (individually and collectively, the "**Buyer's Parties**") harmless from and against, any and all Claims (as defined in Section 19 below) arising out of, in connection with resulting from, related to, or by reason of any act or omission of actual or alleged infringement or misappropriation.
- 19. INDEMNIFICATION:** Seller shall indemnify, defend and hold the Buyer's Parties harmless from and against any and all claims, disputes, charges, demands, liabilities, damages, losses, injury (including death), obligations, actions, claims in equity, third party claims, rights, penalties, fines, taxes or expenses (including, without limitation, attorneys' fees and the cost of enforcing indemnification hereunder or pursuing any insurance carriers), causes of action, liens, judgments or decrees of every kind and nature whatsoever (collectively, "**Claims**") arising out of, in connection with, resulting from, related to, or by reason of (a) the Goods or Services, (b) Seller's negligence, gross negligence, or willful misconduct, (c) Seller's breach of these Terms, the warranties set forth in Section 12(a) or the Purchase Order, or (d) a Security Incident. If Seller's officers, agents, employees, contractors, third parties or representatives ("**Seller's Parties**") enter premises under the control of Buyer or any of Buyer's customers or suppliers, or if Buyer's agents, employees or representatives enter premises under the control of Seller or any of Seller's customers or suppliers in the course of performance, Seller shall indemnify, defend and hold the Buyer's Parties harmless from and against any and all Claims arising out of, in connection with resulting from, related to, or by reason of any act or omission of the Seller's Parties, or any joint act or omission of Seller and Buyer or their respective officers, agents and employees, unless such arises out of the sole negligence of Buyer. For avoidance of doubt, any actions arising out of or relating to the Purchase Order, shall be the sole liability of Seller, and nothing in the Purchase Order shall create a joint employer relationship. Seller shall maintain public liability, property damage and employee's liability and compensation insurance in reasonable amounts and kinds sufficient to protect Buyer from any of said risks and from any claims under any applicable workers compensation or occupational duties acts. Seller shall provide Buyer with proper evidence of such insurance upon request.
- 20. PAYMENT TERMS:** Grace standard payment terms are net ninety (90) days or net fifteen (15) days with a three and ½ percent (3.5%) discount, with a pro-rated sliding scale, such choice of payment term being solely at Buyer's option, unless otherwise provided in the Purchase Order. The term of payment and term during which discounts are offered shall begin on the date (a) of confirmed submission of an accurate invoice, with all supporting documentation, by Seller through ARIBA, or (b) if Seller has not been onboarded into Ariba, an accurate invoice, with all supporting documentation, is received by Buyer's accounting department. All invoices shall conform to the instructions stated in the Purchase Order (and its cover page(s)) and shall not be sent before the Goods are delivered or Services performed. If Seller has been onboarded into Ariba, Seller shall confirm that the Services and Goods are accurately recorded in a Goods Receipt provided by Buyer. If the Purchase Order was received electronically by Buyer through the Ariba Network, the Seller will be able to generate an invoice in the Ariba Network requesting payment against the amount of the Goods Receipt electronically recorded. If Seller has not been onboarded into the Ariba Network, an invoice can be submitted via email to Buyer's accounting department at [accounts.payable.goc@grace.com](mailto:accounts.payable.goc@grace.com). Seller agrees to invoice Buyer no later than one hundred eighty (180) days after completion of Services or shipment of Goods. Buyer shall not be obligated to make payment against any invoices submitted after such period.
- 21. SETOFF:** Buyer may set off any amount owing at any time from Seller to Buyer against any amount payable at any time by Buyer to Seller.
- 22. HAZARDOUS MATERIALS:** If any Goods or Services provided to Buyer include dangerous goods, chemicals, contaminants, substances, pollutants, metals or any other materials that are defined as hazardous by any Law, regulation, or industry standard ("**Hazardous Materials**"), Seller

represents and warrants that, before delivery of the Good or Service, Seller shall: (a) provide Buyer with all documentation reasonably necessary to enable Buyer to comply with the Laws and regulations, and (b) obtain prior written approval from Buyer. Upon Buyer's request, Seller shall provide additional product stewardship information demonstrating that the substances in the Goods satisfy Laws, regulations, and industry standards for their intended use(s), user(s), and location(s).

### 23. SAFETY:

- (a) When Services are being provided, Seller shall require and ensure that all of its subcontractors and agents comply with the requirements in this Section 23, and Seller shall remain responsible for such compliance.
- (b) Seller personnel at Buyer's facilities shall (1) comply with all requests, rules, regulations, and procedures of Buyer relating to safety, security (including cybersecurity), and health, personal and professional conduct (including general safety practices or procedures), including but not limited to any set forth in this Purchase Order; (2) refrain from referring to themselves as Buyer employees; and (3) otherwise conduct themselves in a professional and businesslike manner. Seller shall notify and train its personnel with respect to all such requests, rules, regulations, and procedures, and shall require its personnel to attend any training requested by Buyer. If Buyer notifies Seller that a particular person, subcontractor or agent is not conducting himself, herself or itself in accordance with this Section 23, Seller shall promptly (A) investigate the matter and take appropriate action which may include (i) promptly removing the applicable party from the facilities and providing Buyer with prompt notice of such removal, and (ii) replacing the applicable party with a similarly qualified party; and (B) take other appropriate disciplinary action to prevent a recurrence. If Buyer is dissatisfied with Seller's investigation or action or continues to be dissatisfied with the conduct of a particular person, subcontractor or agent, Seller will promptly remove the party from the facilities at Buyer's request.
- (c) Unless otherwise agreed in writing, Seller shall supply all health or safety equipment, or materials used or required by it in its performance of the Services. Seller will ensure that all of its personnel performing Services on Buyer's premises are sufficiently proficient in reading and writing English (or the local language if outside the U.S.) to fully understand all safety-related information, rules, cautions and procedures.
- (d) In the event of any accident or near-miss incident, Seller shall notify Buyer immediately, shall complete or assist Buyer in completing Buyer's accident or near-miss incident report form within twenty-four (24) hours, and shall within thirty (30) days of any accident furnish Buyer a copy of all accident reports. If Buyer notifies Seller of any noncompliance with any safety-related term or rule, Seller shall take action immediately, if so directed, and make all reasonable efforts to correct the non-complying condition. If Seller fails to do so, Buyer may stop all or any part of the Services. No part of the time lost due to any such Services stoppage shall be the basis for extension of time or for a claim of reimbursement of additional costs or damages by Seller.
- (e) Where facility security access control cards are supplied by Buyer to Seller personnel prior to entry to the facility site, Seller is required to collect and return to Buyer any identification cards within a time period defined by facility security procedures/guidelines. A fee will be assessed against Seller for each identification card not returned to Buyer.
- (f) The manufacture, possession, use, dispensation, transportation, sale, distribution and storage of illegal drugs or other mind-altering substances (including misused prescription drugs), and the manufacture, possession, use, dispensation, transportation, sale, distribution, and storage of alcohol is strictly prohibited on Buyer premises, during Buyer-sponsored activities, in Buyer-supplied vehicles, or while conducting the Services. Seller personnel are prohibited from performing the Services while under the influence of such substances. In addition, Seller shall comply with any site-specific drug and alcohol policies. All persons on Buyer premises (including parking areas) are subject to inspection of their clothing, vehicles, and personal effects at any time at the discretion of Buyer. Suspected violators will be immediately escorted off Buyer premises and, if appropriate, reported to law enforcement authorities.
- (g) Seller shall maintain an effective anti-drug program for all personnel at or on Buyer's premises. At a minimum, to the extent permitted under Law, this program must contain the following elements:
  - 1. Pre-Employment Testing. The Seller must maintain records that verify that each person has drug-tested negative for amphetamines, barbiturates, benzodiazepines, cocaine, marijuana, methadone, methaqualone, opiates, phencyclidine and propoxyphene within ninety (90) days prior to entering Buyer's premises. Note that the restriction on marijuana is specific to safety-sensitive positions (solely by way of example and not intended to be

restrictive, safety-sensitive positions may include chemical handling or heavy equipment operation).

2. Post-Accident Drug and Alcohol Testing. Seller's program shall require post-accident drug and alcohol testing no later than twenty-four (24) hours after a work-related accident or incident involving the violation of a safety, operational, or security procedure.
3. Substance-testing of Seller personnel when there is reasonable suspicion or cause to believe that such person has used or is using a prohibited substance. The decision to test will be determined by Seller or Buyer's representative. Reasonable suspicion or cause to believe will be based on objective factors, such as but not limited to: the employee's appearance, speech, behavior, odor, balance, eyes (redness, dilated pupils) or other conduct and facts indicating that such employee possesses or has used a prohibited drug and/or engaged in alcohol misuse. Seller personnel tested will not be permitted access to Buyer's premises pending receipt of the test results.
4. An anti-drug program supervised by a licensed physician.
5. A recognized Chain of Custody Procedure and laboratory certification program.
6. A requirement that Seller personnel performing work covered by D.O.T. regulations comply with a drug program as set out by applicable federal regulations.

Buyer may periodically audit Seller's records to verify that the above requirements are being met.

#### **24. INSURANCE:**

- (a) Seller shall secure at its expense and have in place during the entirety of the term of this Purchase Order insurance sufficient to cover its obligations and potential liabilities hereunder with insurance companies with an AM Best Rating of A- VII (or equivalent) or better, including the following minimum insurance coverages:
  1. Insurance that shall comply with all applicable Workers' Compensation and Occupational Disease laws and that shall cover all of Seller's employees performing the Work. If any of the Services will involve operations on docks, wharves, piers, terminals or other installations on or adjacent to navigable waters within the territorial limits of the U.S.A., such insurance shall include coverage of claims under the United States Longshoremen's and Harbor Workers' Act.
  2. Employer's Liability Insurance shall be provided with a limit of not less than \$1,000,000 per occurrence.
  3. General Liability Insurance with a combined single limit for personal injury and property damage of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for all liability assumed by Contractor under the terms of the Purchase Order with limits not less than those set out above.
  4. Automobile Liability Insurance with bodily injury and property damage coverage of not less than \$1,000,000 combined single limit.
  5. Such other insurance as Seller considers necessary.
- (b) The insurance requirements listed above are established by Seller as minimum limits and shall not to be considered as indicative of the ultimate amounts and types of insurance that Seller may need, or any limitation on Seller's potential liability arising hereunder. All insurance policies required of Seller under the terms of this Purchase Order shall be written on policy forms and by insurance companies reasonably acceptable to Buyer. Seller shall furnish to Buyer prior to commencement of work certificates of insurance on forms reasonably acceptable to Buyer for all such policies. Such certificates shall provide not less than 10 days' prior written notice to Seller in the event of cancellation or material change affecting Buyer's interests and shall include a waiver of subrogation and a contractual liability endorsement in favor of Buyer. Buyer shall be named as additional insured on all such policies. Neither failure to comply nor full compliance with this Section 24 shall limit or relieve Seller from any obligations or liabilities arising hereunder.
- (c) Contractor shall require each subcontractor and agent used by it in the performance of the Purchase Order to carry insurance coverage of the types and with the coverages detailed above.

**25. AUDIT RIGHTS:** Buyer reserves the right to verify compliance with the Purchase Order and these Terms. Seller shall maintain and, for a period of four (4) years following expiration or termination of the Purchase Order retain complete and accurate records of the Goods provided and/or Services performed hereunder, and all charges and other information related to the Purchase Order or the

Goods and/or Services. Prior to the expiration of such four (4)-year period, Buyer shall have access to, and shall have the right to audit and copy all such records, systems and information. Seller shall cooperate fully with Buyer in conducting such audits. In addition to the foregoing, Seller shall promptly and accurately respond to any inquiries provided by Buyer regarding Seller's privacy or data security practices.

In addition, if the Purchase Order offers most favored nation pricing, at Buyer's written request and expense, a review of Seller's pricing practices and history shall be performed by an independent third-party audit firm of Buyer's choice. Seller shall have the option to review the independent third party's findings before the release of such findings to Buyer. If Seller disagrees with the findings for any reason, Seller shall have the right to issue a letter in response, which shall be included with the third party's findings to Buyer. The results of such review shall remain confidential, but the third party shall report to Buyer any failure by Seller to abide by the obligations of the Purchase Order and these Terms.

**26. COMPLIANCE:**

- (a) Seller represents, warrants that it does and shall comply with all Laws. The provisions of Section 202 of Executive Order 11246 are incorporated herein by reference. If the Purchase Order is for an amount of \$450,000 or more the provisions of Sec. 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 and Sec. 503 of the Rehabilitation Act of 1973 are incorporated herein. Seller shall obtain at its expense any permits, approvals, licenses, authorizations, consents, certifications, registrations, notifications, assessments, and other regulatory reviews necessary for Seller to provide the Goods and Services to Buyer. Upon Buyer's request, Seller shall promptly provide copies of any such regulatory documents. Seller agrees to hold Buyer harmless from any loss, cost or damage arising out of any actual or alleged violation of any of the foregoing.
- (b) Seller shall comply with Buyer's "Supplier Standards and Regulatory Compliance" available at <https://grace.com/vendor-suppliers/supplier-standards/>, which may be amended or modified, from time to time.
- (c) Buyer provides equal job opportunities to all employees and candidates and maintains a written Affirmative Action Plan designed to ensure equal employment opportunities for qualified women, underrepresented minorities, Vietnam-era veterans, veterans with disabilities, and other individuals with disabilities. Seller is notified that it may be subject to the provisions of: 41 CFR Section 60-300.5(a); 41 CFR Section 60-741.5(a); 41 CFR Section 60-1.4(a) and (c); and 41 CFR Section 60-1.7(a). The Parties shall abide by the requirements of 41 CFR 60.741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals on the basis of disability and qualified protected veterans and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities and qualified protected veterans.
- (d) If the Purchase Order is in support of a U.S. federal government contract, then the Federal Acquisition Regulation (FAR) provisions listed in Exhibit A shall apply.

**27. WAIVER:** Buyer's failure in any one or more instances to enforce any of the provisions of, or exercise any right conferred by, the Purchase Order or these Terms shall not be construed as a waiver or relinquishment of that right or Buyer's right to assert or rely upon that term or condition. Any express waiver of the Terms or the Purchase Order shall not be binding or effective unless made in writing and properly executed by the waiving Party. No waiver of any breach hereof shall be held to be a waiver of any other subsequent breach.

**28. ASSIGNMENT:** Seller may not assign, transfer any of its obligations or rights under the Purchase Order without Buyer's prior written consent. Any purported assignment or transfer in violation of this Section 28 shall be null and void. For purposes of this Section 28, any assignment by operation of law shall be considered an assignment that requires Buyer's prior written consent. Buyer may assign or transfer any or all of its rights, interests or obligations under the Purchase Order, at any time, without Seller's prior written consent. Buyer may cancel the Purchase Order for cause should Seller attempt to make an unauthorized assignment of any right or obligation arising under the Purchase Order.

**29. SUBCONTRACTING.** Seller may not subcontract the performance of any of its duties or obligations under the Purchase Order without the prior written consent of Buyer. Any such consent by Buyer shall not relieve Seller of any of its obligations or liabilities under this Purchase Order, and Seller shall be responsible for the acts, omissions, and performance of any subcontractor or agent. No subcontract of Seller shall bind or purport to bind Buyer.

- 30. GOVERNING LAW:** All matters arising out of or related to the Purchase Order shall be governed in accordance with the Laws of the state shown in Buyer's address in the heading of the Purchase Order. The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Purchase Order.
- 31. CUSTOMS CLEARANCE:** Upon Buyer's request, Seller shall promptly provide Buyer with a statement of origin for all items and with applicable customs documentation for Goods wholly or partially manufactured outside of the country of import.
- 32. NO THIRD-PARTY BENEFICIARIES:** Except as provided in the indemnification provisions of these Terms, this Purchase Order is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of the Purchase Order.
- 33. NOTICES:** All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the parties at the addresses set forth on the face of the Purchase Order, or to such other address that may be designated by the receiving Party, in writing. Each Notice shall be in writing and shall be considered given when (a) delivered personally, (b) sent delivered by a private, prepaid courier that maintains a log showing receipt of the document by addressee, (c) sent by registered or certified mail, or (d) faxed or electronically transmitted or communicated by similar methods with confirmation of its receipt. Each Party shall have the right from time to time to change his, her or its address by written notice to the other Party.
- 34. SEVERABILITY:** The invalidity, illegality and unenforceability of any provision of the Purchase Order shall in no way affect or impair the validity, legality or enforceability of the remaining provisions hereof.
- 35. STATUTORY EMPLOYER:** Notwithstanding any language in the Terms or Purchase Order to the contrary, all issues related to workers' compensation, including, but not limited to, issues related to statutory employment, for work performed in Louisiana under the Purchase Order shall be governed by Louisiana Law. In that regard, in all cases where Seller, including, without limitation, Seller's direct, borrowed, special or statutory employees, is covered by the Louisiana Workers' Compensation Act, La. R.S. 23:1021, et seq., Buyer and Seller acknowledge and agree that all work and Services performed by Seller pursuant to the Purchase Order, are an integral part of and are essential to the ability of Buyer to generate Buyer's Products and Services for purposes of La. R.S. 23:1061(A)(1). Furthermore, Buyer and Seller acknowledge and agree that Buyer is the principal or statutory employer of Seller and Seller's direct, borrowed, special or statutory employees solely for purposes of La. R.S. 23:1061(A)(3). Without regard to Buyer's status as the statutory employer or special employer (as defined in La. R.S. 23:1031), Seller shall maintain responsibility for the payment of Louisiana Workers' Compensation benefits to the Seller and Seller's direct, borrowed, special or statutory employees, and Seller shall not be entitled to seek contribution from Buyer for any such payment(s) and shall fully indemnify Buyer for any payments Buyer makes to Seller or Seller's direct, borrowed, special or statutory employees.
- 36. ENTIRE AGREEMENT:** The Purchase Order, together with any attachments, exhibits, amendments or supplements specifically referenced in the Purchase Order, constitutes the entire agreement of the Parties with respect to the subject matter thereof and supersedes all other agreements.
- 37. INJUNCTIVE RELIEF:** Notwithstanding anything to the contrary in this Purchase Order, the failure of Seller to provide a Good or perform a Service in accordance with the terms and conditions contained in the Purchase Order after the acceptance of the Purchase Order would cause irreparable damage to Buyer for which monetary damages would not provide an adequate remedy. Accordingly, in addition to any other remedy to which Buyer may be entitled, at law or in equity, Buyer shall be entitled to seek injunctive relief to prevent breaches of the provisions of the Purchase Order by Seller.
- 38. ORDER OF PRECEDENCE:** In the event of any inconsistency or conflict between these Terms, the cover page of the Purchase Order, or any standalone agreement or master procurement agreement mentioned on the cover page of the Purchase Order, such inconsistency or conflict shall be resolved by giving precedence in the following order: (a) the cover page of the Purchase Order,

(b) the standalone agreement or master procurement agreement described on the cover page of the Purchase Order, and (c) these Terms.

**39. SURVIVAL:** Provisions of these Terms which by their nature should apply beyond their terms shall remain in force after any termination or expiration of the Purchase Order including, but not limited to, the following provisions: Section 12 (Warranty), Section 15 (Ownership; Confidentiality; Data and Network Security), Section 17 (Termination), Section 18 (Infringement), Section 19 (Indemnification), Section 25 (Audit Rights), Section 26 (Compliance), Section 30 (Governing Law), Section 36 (Entire Agreement), Section 37 (Injunctive Relief), and this Section 39 (Survival).

## EXHIBIT A

### **General Terms and Conditions of Purchase – Federal Acquisition Regulation (FAR) Government Contract Provisions<sup>1</sup>**

1. The following FAR clauses are hereby incorporated by reference, with the same force and effect as if they were given in full. For purposes of the Purchase Order and these Terms, when appropriate in adopting the terminology of all the following FAR clauses, the term “contract” shall mean the Purchase Order; the term “Contractor” shall mean Seller; the terms “Government” and “Contracting Officer” shall mean Buyer.
2. If any FAR clauses do not apply to a specific Purchase Order, such clauses are considered self-deleting and will not apply to that Purchase Order.

52.244-06 Subcontracts for Commercial Items (JAN 2022)

52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017)

52.204-21 Basic Safeguarding of Covered Contractor Information Systems (NOV 2021)

52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

52.219-08 Utilization of Small Business Concerns (applies when Purchase Order offers further subcontracting opportunities) (OCT 2018)

52.222-21 Prohibition of Segregated Facilities. (APR 2015)

52.222-26 Equal Opportunity (SEPT 2016) (E.O. 11246)

52.222-50 Combating Trafficking in Persons (MAR 2015)

#### **The following clauses apply to contracts over \$10,000:**

52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (if Seller is an international contractor, this clause applies only if work under the Purchase Order will be performed in the United States or Seller is recruiting employees in the United States to work on the Purchase Order)

#### **The following clauses apply to contracts over \$15,000:**

52.222-36 Equal Opportunity for Workers with Disabilities (JUN 2020)(29 U.S.C.793)

#### **The following clauses apply to contracts over \$150,000:**

52.222-35 Equal Opportunity for Veterans (JUN 2020) (38 U.S.C.4212(a)

52.222-37 Employment Reports on Veterans (JUN 2020) (38 U.S.C.4212)

#### **The following clauses apply to contracts over \$6,000,000:**

Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509)

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<sup>1</sup> **Note to Draft:** Government contract provisions to be updated for government-agency specific Purchase Order(s).