

VENDOR
JACO INC 140 CONSTITUTION BLVD FRANKLIN MA 02038-2544

SHIP TO
WATERS CORPORATION d/b/a WATERS 34 Maple Street Milford MA 01757-3696
BILL TO
WATERS TECHNOLOGIES CORP. d/b/a WATERS 34 MAPLE ST MILFORD MA 01757

Purchase Order		
PURCHASE ORDER NO.	REVISION	PAGE
672652		1
		of 3
This Purchase Order Number must appear on all Invoices, Packing List, Cartons and Correspondence related to this order.		
DATE OF ORDER	BUYER	
11/03/2020	Douglas, L	
DATE OF REVISION	BUYER	
11/03/2020		

CUSTOMER ACCT NO.	VENDOR NO.	PAYMENT TERMS	FREIGHT TERMS	F.O.B.	SHIP VIA
	9053	within 10 days 1 % cas	FOB Ship Point FRT.	Collect	
CONFIRM TO/TELEPHONE			REQUESTOR/DELIVER TO		
			/ Davis, R-REL		

LINE	PART NUMBER/REV/DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSIONS	
We require an order acknowledgment for the following items: First Article Inspection Reports (FAIR) for all materials fabricated to Water drawings are to be provided by the supplier the first time a part is manufactured. For repeating parts where the drawing revision has changed the FAIR should only include the revised features. The FAIR is to be performed on one piece and needs to include actual readings for all dimensions and notes listed on the Waters drawing. The inspected piece must be identified/marked #FAIR#.							
01	24ea powdercoat all over	11/18/2020	300	DL	1.00	DL	300.00
per 735000787 Spec P/C Dark Blue Metallic		TOTAL					300.00

This transaction is expressly conditioned upon and subject to the Waters General Terms and Conditions of Purchase attached hereto and incorporated herein.

Signature:

WATERS GENERAL TERMS AND CONDITIONS OF PURCHASE

1. **ACCEPTANCE - ENTIRE AGREEMENT** - Waters Technologies Corporation ("Waters") hereby offers to purchase from the vendor named on the face hereof ("Seller") the products described on the face hereof or elsewhereherein ("Products") and/or the services described on the face hereof or elsewhere herein ("Services"), subject to the terms and conditions contained in this purchase order, including any and all attachments or exhibits hereto (collectively, the "purchase order"). This offer will be deemed accepted by Seller (unless earlier withdrawn or modified by Waters) upon (a) Waters' receipt of written, telephonic or other telecommunication acknowledgment of this purchase order from Seller or (b) commencement of performance of this purchase order by the Seller. Acceptance of this purchase order shall be unqualified, unconditional and subject to and expressly limited to the terms and conditions hereof. Waters shall not be bound by any provisions additional to or at variance with the terms hereof that may appear in Seller's quotation, acknowledgement, confirmation, invoice or in any other communication from Seller to Waters unless such provision is expressly agreed to in a writing signed by Waters. Waters' acceptance of Products or Services shipped shall constitute acceptance of such material subject to the provisions hereof only, and shall not constitute acceptance of any counter proposal submitted by Seller not otherwise accepted in a writing signed by Waters. Upon acceptance this purchase order shall constitute the entire agreement between Waters and Seller, superseding all prior or contemporaneous oral or written understandings, discussions and dealings relating thereto and may not be modified or rescinded except by a writing signed by both Seller and Waters.
2. **PRICES** - All prices are firm unless otherwise agreed in a writing signed by Waters, in which event Seller shall advise Waters in writing thirty days in advance of any price change, such advice also stating the reasons for said change. The price includes all applicable federal, state and local taxes or charges. Each party will be responsible for payment of all governmental fees and taxes, if any, imposed upon such party with respect to this purchase order. Waters shall pay all amounts due hereunder net forty-five days after receipt of the goods or services by Waters.
3. **EXTRA CHARGES** - No charges of any kind, including, without limitation charges for boxing, packing, loading, bracing, cartage or extra insurance, will be allowed unless specifically agreed to by Waters in writing.
4. **TRANSPORTATION** - Unless otherwise specified, all deliveries by Seller hereunder shall be f.o.b. point of distribution. Transportation charges on goods sold "delivered destination" shall be prepaid by Seller. No insurance charges will be allowed unless authorized in writing by Waters.
5. **DELIVERY/PERFORMANCE SCHEDULE** - Unless otherwise agreed in writing, Seller shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet Waters' delivery schedule. It is Seller's responsibility to comply with such schedule, but not to anticipate Waters' requirements. Goods shipped to Waters in advance of the time called for in such schedule may, at Waters' option, be returned to Seller at Seller's risk and expense or retained by Waters until the scheduled delivery date, at Seller's risk. Seller will deliver all Products to the place(s) and at the time(s) specified in this purchase order. Seller will perform all Services at the place(s), in the manner and at the time(s) specified in this purchase order.
6. **DELAYS IN DELIVERY** - Time is of the essence with respect to delivery of Products and/or performance of Services under this purchase order, but Seller will not be liable for damages for delays in delivery and/or performance due to causes beyond its reasonable control and without its fault or negligence. If Seller, however, for any reason does not comply with Waters' delivery or performance schedule, Waters in addition to remedies provided by law, at its option, may either approve a revised delivery schedule or may terminate this purchase order and hold Seller accountable for all losses and damages arising therefrom. In the event Seller is or will be unable to timely deliver Products and/or perform Services under this purchase order, it will immediately notify Waters of same.
7. **SPECIFICATIONS** - Goods furnished to Waters' patterns, specifications, drawings, or fabricated with its tools shall not be furnished or quoted to any other person or concern.
8. **WARRANTY** - Seller expressly warrants to Waters and its customers that all Products and Services furnished will be of good quality and free from defects in material and workmanship and will conform to the applicable specifications, drawings or samples furnished or adopted by Waters and are suitable for their intended purpose(s) as represented to Waters. Seller further warrants that it has the right to sell, and will deliver to Waters good title to, all Products furnished hereunder, free from all liens and encumbrances. With respect to Products that are computer programs or other software (the "Software Products"), Seller represents and warrants that: (i) the Software Products do not and shall not include any virus, worm, built-in or use-driven mechanism, injurious or damaging algorithm, time bomb or other software or hardware that can disable or adversely affect the use of the Software Products or harm any of Waters' data, network or other software (a "Disabling Device"); (ii) Seller will not de-install, disable or repossess such Software Products by means of any Disabling Device or otherwise; and (iii) Seller will comply with all United States export restrictions applicable to the provision of the Software Products and will not place Waters in jeopardy of violating such laws through Waters' provision of the Software Products. Seller represents and warrants that all Services provided under this purchase order will be completed in a professional workmanlike manner, with the degree of skill and care that is required by current, good and sound professional procedures. Further, Seller represents and warrants that the performance of Services under this purchase order will not conflict with, or be prohibited in any way by, any other agreement or statutory restriction to which Seller is bound. Each of the foregoing warranties of Seller shall survive delivery and/or performance, inspection, acceptance of and payment for any Products or Services, and will extend to Waters, its assignees and/or other transferees, except it shall not survive as to defects clear and obvious unless notice is given by Waters within ninety days of receipt. Seller will make available to Waters in full any and all warranty benefits relating to Products and/or Services (or any component thereof) available to Seller from its suppliers and subcontractors.
9. **REJECTIONS** - If any of the Products or Services provided pursuant to this purchase order are found by Waters within a reasonable time after delivery to Waters' destination to be defective in material or workmanship, or otherwise not in conformity with the requirements of this purchase order, Waters, in addition to any other rights which it may have under warranty or otherwise, shall have the right to reject and return such Products or Services at Seller's expense, which Products or Services shall not be replaced by Seller, without written authorization from Waters.
10. **WATERS' PROPERTY** - Unless otherwise agreed in writing, all tools, equipment or material of every description furnished to Seller by Waters or specifically paid for by Waters, and any replacement thereof, or any materials affixed or attached thereto, shall be and remain the sole property of Waters. Such property (a) shall be clearly marked "Property of Waters" or the like (to the extent practicable); (b) shall not be used except in filling Waters' orders; (c) shall be held at Seller's risk; and (d) shall be returned without cost to Waters promptly at its written request. Seller shall supply Waters with an inventory of such property quarterly. Any specifications, drawings, sketches, models, samples, tools, technical information or data, written, oral or otherwise (all hereinafter designated "information") furnished to Seller hereunder or in contemplation hereof shall remain Waters' property. All copies of such information in written, graphic or other tangible form shall be immediately returned to Waters without cost upon its request. The information shall be kept confidential by Seller, shall be used only in the filling of Waters orders, or in performing hereunder, and may be disclosed or used for other purposes only upon such terms as may be agreed upon between Waters and Seller in writing. No information furnished by Seller to Waters or in contemplation hereof shall be considered by Seller to be confidential or proprietary except as specifically agreed to in writing by Waters.
11. **NON-ASSIGNMENT** - Assignment of this purchase order or any interest herein or any payment due or to become due hereunder, without the written consent of Waters, shall be void and of no effect and may, at the option of Waters, render this purchase order void.
12. **SUBCONTRACTING** - The Seller shall not subcontract or delegate performance of all or any part of the work called for under this purchase order without the written consent of Waters.
13. **SET-OFF** - Waters shall be entitled at all times to set off any amount owing at any time from Seller or any of its affiliates to Waters or any of its affiliated companies.
14. **COMPLIANCE WITH LAWS** - Seller warrants that goods manufactured or services performed pursuant to this purchase order are performed or manufactured and shipped in compliance with all applicable foreign, federal, state and local laws, rules and regulations, including but not limited to the Toxic Substances Control Act, the Occupational Safety and Health Act, the Clean Air Act, the Federal Water Pollution Control Act, the Solid Waste Disposal Act, the Resource Conservation, the Foreign Corrupt Practices Act of 1977 of the United States of America, 91 Statutes at Large, Sections 1495 et seq., as from time to time amended, the Export Administration Act of 1979 of the United States, 93 Statutes at Large, Section 503 et. seq., as from time to time amended, or any successor act and all regulations promulgated there under and Recovery Act and the Hazardous Materials Transportation Act and all applicable privacy laws and regulations.
15. **FAIR LABOR STANDARDS ACT** - In accepting this order, Seller warrants that the goods or services to be furnished hereunder were or will be produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended and in effect on the date of shipment or performance, and unless otherwise agreed in writing Seller, shall insert a certificate on all invoices submitted in connection with its purchase order stating that the goods or services covered by the invoice were produced in compliance with the requirements of such Act, including without limitation, Sections 12(a) and 15(a) thereof.
16. **INSIGNIA** - Material rejected or not purchased by Waters which utilized or carries any Waters names, trade names, trademarks, insignia, symbols, decorative designs or evidences of Waters' inspection (all hereinafter designated "insignia") shall have all such insignia removed prior to any sale, use or disposition thereof. Seller agrees to indemnify and hold Waters harmless from any claim, loss or damage arising out of Seller's failure so to do. This clause shall in no way modify provisions hereof relating to the use of information.
17. **WORK ON WATERS' OR ITS CUSTOMER'S PREMISES** - If Seller's performance under this purchase order involves operations by Seller on the premises of Waters or one of its customers, Seller shall comply with applicable provisions of federal, state and local laws and regulations and shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such performance, except to the extent that any such injury is due solely and directly to Waters' or such customer's negligence, as the case may be. Seller shall indemnify Waters and its customers against all loss, which may result from any act or omission of the Seller, its agents, employees, or subcontractors. Seller shall maintain such Public Liability, Property Damage and Employee's Liability and Compensation insurance as will protect Waters and its customers from such risks and from any claims under any applicable Workman's Compensation and Occupational Disease Acts. At Waters' request, Seller shall deliver to Waters a certificate of insurance with such coverage and amounts as Waters normally requests from vendors.
18. **TERMINATION** - If Seller breaches or fails to comply fully with any of the terms and conditions of this purchase order or its obligations hereunder, or breaches any warranty of Seller contained in this purchase order or arising in connection herewith, or ceases to conduct its operations in the normal course of business (including the inability to meet its obligations as they mature) or becomes the subject of any dispute with a labor organization involving or affecting Waters, Waters will have the right, but not the obligation, to immediately cancel or terminate this purchase order, in whole or in such part as Waters in its sole discretion may deem expedient, without any liability to Waters whatsoever except with respect to Products previously delivered and Services previously rendered to and accepted by Waters in accordance with the terms of this purchase order, the amount of any such liability to be governed by and determined in accordance with the terms of this purchase order. This purchase order will automatically terminate if any proceeding under bankruptcy or insolvency laws is brought by or against Seller, or a receiver for Seller is appointed or applied for, or an assignment for the benefit of creditors is made by Seller. Waters will also have the right to (a) delay, for a reasonable period of time, any and all delivery and/or performance dates under this purchase order or (b) otherwise terminate or cancel this purchase order in whole or in part at any time, in each case upon at least seven (7) days prior written notice to Seller. Upon any termination or cancellation of this purchase order by Waters, (x) Seller will immediately discontinue performance hereunder and will use its best efforts to mitigate costs and damages resulting therefrom, and (y) the amount payable by Waters to Seller will be equitably adjusted provided that such adjustment will not include any allowance to Seller for Products or Services not received by Waters, unabsorbed overhead or anticipated profits. Upon any termination or cancellation of this purchase order, Seller will promptly return to Purchaser any advance payments made by Waters with respect to Products or Services rejected or not received by Waters. Sections 7-10, 13, 16-28, 30 and 34 will survive any cancellation or termination of this purchase order.
19. **NONWAIVER** - The failure by Waters to enforce at any time or for any period of time any of the provisions hereof shall not be a waiver of such provisions nor of the right of Waters thereafter to enforce each and every such provision.
20. **RIGHTS UPON DEFAULT** - Upon any default or breach by Seller described in Section 18, without prejudice to any other right Waters may have, Waters will have the right, without prior notice to Seller, at Waters' option immediately (a) to suspend payment to Seller in whole or in part until such default or breach is cured and (b) to cover by contracting to purchase goods and/or services, by making any reasonable purchase of goods and/or services, or by taking such other action as is, in the sole judgment of Waters, necessary, reasonable, expedient or beneficial, and Seller will pay and be liable for any and all costs, expenses or damages, including without limitation, incidental and consequential expenses or damages, arising out of, or incurred by Waters in connection with, such action without regard to any expenses Waters saved or may have saved in consequence of Seller's default or breach.
21. **INFRINGEMENT OF PATENTS, TRADEMARKS OR COPYRIGHTS** - Seller warrants that neither any Products nor the production, manufacture, distribution, use or incorporation into other products or processes thereof, nor the performance of any Services, either alone or in combination, infringes any patent, copyright, trademark, service mark or other third party rights of any nature whatsoever. Seller shall indemnify and defend Waters, its affiliates, successors, assigns and customers (and their respective employees, directors and officers), and users of any Products and recipients of any Services, from any loss, damage, expense or liability of any kind that may result by reason of any such infringement or claim (including without limitation attorney's fees and expenses) provided that the foregoing will not apply in cases where (a) Seller's compliance with specifications prescribed by and originating with Waters constitutes the sole basis of such charge, claim, suit or action, (b) Seller has informed Waters thereof as soon as practicable and (c) Waters has been given a reasonable opportunity to take complete

control of the defense or settlement thereof. Seller shall defend or settle, at its own expense, any action or suit against Waters for which it is responsible hereunder. Waters shall notify Seller of any claim of infringement for which the Seller is or may be responsible hereunder, and shall cooperate with the Seller in every reasonable way to facilitate the defense of any such claim.

22. **DRAWINGS** - Waters' review and approval of drawings submitted by Seller will be for and will cover only general conformity to the specifications. Such approval will not constitute approval of any dimensions, quantities or details of the material shown by such drawings, and shall not relieve the Seller of its responsibilities for meeting all specifications of this purchase order. Waters retains rights of final approval for all finished products.

23. **GOVERNING LAW** - The contract resulting from acceptance of this purchase order by Seller shall be governed and construed by the laws of The Commonwealth of Massachusetts, U.S.A. without regard to both its principles of conflicts of law and the provisions of the United Nations Convention on Contracts for the International Sale of Goods.

24. **NON-DISCRIMINATION IN EMPLOYMENT** - Waters is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

25. **DISCLOSURE, ASSIGNMENT OF INTELLECTUAL PROPERTY** - Seller agrees, during the term of this purchase order and thereafter, to promptly report and disclose to Waters, all inventions, ideas, technical improvements, and other valuable information, and all literary, artistic, compositional works, industry reports, programs, manuals, tapes, card decks, blueprints, listings, discussions and other programming documentation made or conceived in whole or in part, in the performance of work or Services under this Agreement, whether or not patentable or copyrightable and whether or not reduced to writing or other physical form, excluding standard Products manufactured by Seller and sold to Waters without having been designed, customized or modified for Waters (collectively, "Work Product"). All such Work Product shall be owned exclusively by Waters. Seller hereby assigns and agrees to assign to Waters Seller's entire interest in Work Product, including any intellectual property rights embodied therein, and upon Waters' request, shall execute and deliver all papers and documents which Waters may deem appropriate in order to effect such assignment. Seller will assist Waters in the drafting and filing of all papers and applications reasonably necessary for perfection of Waters' rights in such intellectual property rights. Seller will be compensated at the specified hourly rate (or if no such rate is specified, at a reasonable rate determined by Waters in its sole discretion) for such assistance. There shall be no restriction on Waters' right to use, disclose, or otherwise deal with the information data or services provided by Seller.

26. **LIMITATIONS ON WATERS' LIABILITY** - In no event shall Waters have any liability for lost profits, lost revenue or any other indirect, consequential or punitive damages under any theory of recovery with respect to services and products sold to Waters even if Waters has been advised of the possibility of such damages. Seller's sole and exclusive remedy hereunder will be an action for the purchase price of the Products and Services delivered to and accepted by Waters as provided in this purchase order, subject to any and all Waters' rights of adjustment or setoff as provided in this purchase order. In no event will such liability of Waters exceed the total purchase price indicated on the face of this purchase order.

27. **RECORDS** - Seller will maintain and make available upon Waters' request all records related to the Seller's products or third party products provided under this purchase order, such records shall include, but are not limited to, any Certificate(s) of Conformance, Certificate(s) of Analysis, internal test records, records specified in the Waters Specifications, and/or other related documentation requested by Waters. Unless otherwise specified in writing, Seller will maintain such records for at least five (5) years from the date the product is discontinued. Waters reserves the right to audit Seller's records at a mutually agreeable date and time and Seller will give Waters such access that it may reasonably require to perform such audit.

28. **DEVIATION AND CHANGE CONTROL** - Seller undertakes not to make any deviation or changes potentially impacting the quality/performance of purchased goods without a prior written consent from Waters. This includes where applicable changes to the manufacturing process and environment, analytical procedures and specifications. It is acceptable for Seller to source raw materials from their approved supplier list, unless predefined by Waters.

29. **REMEDIES** - All remedies available to either party for breach of this purchase order are cumulative and may be exercised concurrently or separately. The exercise of one remedy will not be deemed an election of such remedy to the exclusion of other remedies. In the event of any breach or threatened breach of the provisions of this purchase order by either party, the other party will be entitled to seek appropriate injunctive and/or equitable relief in addition to its remedies at law, without posting any bond.

30. **Severability** - In the event any provision of this purchase order, in whole or in part, is invalid, unenforceable or in conflict with the applicable laws or regulations of any jurisdiction, such provision will be replaced, to the extent possible, with a provision which accomplishes the original business purposes of the provision in a valid and enforceable manner, and the remainder of this purchase order will remain unaffected and in full force; provided, however, that if without such invalid or unenforceable provision the fundamental mutual objectives of the parties cannot be achieved, either party may terminate this purchase order without penalty by written notice to the other.

31. **HEADINGS** - The headings contained in this purchase order are solely for convenience of reference and will not control the interpretation of any term or provision of this purchase order.

32. **NOTICES** - Unless otherwise provided herein, any notice, report, payment or document to be given by one party to another shall be in writing and shall be deemed given when delivered personally or mailed by certified or registered mail, postage prepaid (such mailed notice to be effective on the date which is three (3) business days after the date of mailing), or sent by nationally recognized overnight courier (such notice sent by courier to be effective one (1) business day after it is deposited with such courier), or sent by telefax (such notice sent by telefax to be effective when sent, if confirmed by certified or registered mail or overnight courier as aforesaid) to the address set forth on the on the face of this purchase order or to such other place as a party may designate as to itself by written notice to the other party.

33. **Relationship of Parties** - The parties will act as independent contractors hereunder. In no event will Seller have any authority, express or implied, to act as Waters' agent or to bind or commit Waters to any third party in any manner whatsoever. Seller will be solely responsible for, and retain the exclusive right to direct and control, the manner and means by which all Products are produced and Services performed hereunder. In no event will any employee, subcontractor or agent of Seller be considered an employee, subcontractor or agent of Waters. Matters governing the employment of Seller's employees, subcontractors or agents are entirely the Seller's responsibility. Seller will be solely responsible for complying with all tax and employee protection laws. Seller assumes full responsibility for the actions of its employees, subcontractors and the employees of any such subcontractors in providing Products or performing Services under this purchase order. Supplier will be responsible for its employee's supervision, daily work direction and control, payment of salary (including, but not limited to, withholding of taxes and social security payments), workers' compensation, disability benefits and the like.

34. **Confidential Information** - Seller will use Waters Confidential Information solely for the purpose(s) for which it is disclosed hereunder and will not disclose such Confidential Information to any third party (other than its employees and/or advisors reasonably requiring such Confidential Information for purposes of this purchase order who are bound by obligations of nondisclosure and limited use at least as stringent as those contained in this purchase order) without the express prior written consent of Waters. Seller will be responsible for breaches of this Section 34 by its employees, contractors and agents. "Waters Confidential Information" means all confidential information in oral, written, representational or physical form relating to the business of Waters or its affiliates (including, but not limited to, trade secrets, financial data, customer and supplier lists, product formulae, marketing plans, know-how and similar information) which is not at the relevant time (i) known to the public through no act or omission in violation of this purchase order, (ii) furnished to Seller by a third party having no confidentiality obligation to Waters and having the lawful right to do so or (iii) known to the Seller prior to disclosure hereunder (as established by written documentation thereof). Seller will promptly return to Waters upon request any Waters Confidential Information and other documents and materials of Waters then in its possession or under its control. Seller further agrees that except as required by law, it will not publicly announce or otherwise disclose the terms of this purchase order without the express prior written consent of Waters. Seller will not use the name, trademarks or trade names of Waters in any customer list, promotional materials or otherwise without Waters' express prior written consent.

35. **CONFLICT MINERALS** - Seller acknowledges that Waters is subject to the U.S. Securities and Exchange Commission's Conflict Mineral Rule (Rule 13p-1 under the Securities Exchange Act of 1934, as amended), which requires it publicly to disclose certain information, if it has any tantalum, tungsten, tin or gold (a "Conflict Mineral") that is necessary to the functionality or production of a product manufactured or contracted by it to be manufactured, and to disclose additional information if it has reason to believe that any such Conflict Mineral may have originated in the Democratic Republic of the Congo or any of the countries adjoining that country (the "Covered Countries"). Seller agrees to provide Waters with all such certifications and agrees to provide Waters with all such certifications and information as Waters may request, in order to facilitate compliance with that Rule, and in turn to require such certifications and information from all suppliers to Seller as may be necessary or appropriate, as determined by Waters, to facilitate compliance with that Rule. Moreover, Seller agrees to comply with any policy or policies that Waters may adopt with respect to the Rule, which may include provisions limiting or prohibiting use of any Conflict Minerals originating in a Covered Country, and Waters shall provide Seller with a written copy of any such policy.

36. **SUPPLIER CODE OF CONDUCT** - Seller will comply at all times during the performance of its obligations under this purchase order with the terms of the Supplier Code of Conduct, a copy of which will be provided to Seller upon written request.