

usage but only by a writing signed by both parties. In the case of a conflict with this Order, the terms of such full signed writing will prevail. In the event of a conflict between the terms of this Order and Buyer's manually populated terms accompanying this Order, Buyer's manually populated terms will govern.

19. **FORCE MAJEURE** – Buyer shall not be considered to be in default in the performance of its obligations under this Order, to the extent and for the period of time that performance of any such obligation is prevented, interrupted, or delayed by fire, flood, earthquake or other natural disaster, raw material shortage, war or other cause, which is beyond the reasonable control of Buyer, provided, however, if performance of any obligation is so prevented, interrupted, or delayed for a period in excess of thirty (30) days, Buyer, may, at its option, cancel this Order upon notice to Seller and Buyer shall pay Seller for any G&S properly performed and/or accepted by Buyer prior to the date of such termination.

20. **SUPPLIES AND EQUIPMENT** – All materials, supplies, or equipment furnished or paid for by Buyer in connection with this Order shall remain Buyer's property (title shall not transfer to Seller), shall be maintained by Seller in good condition, shall be used by Seller only for Buyer, and shall be returned to Buyer or otherwise disposed of as directed by Buyer upon completion of this Order.

21. **SELLERS RISK** – Seller agrees that it and its Related Parties are performing services as independent contractors and not as Buyer's employees, regardless of where they perform services. Seller shall be fully responsible for its Related Parties, including, without limitation, compliance with all Laws regarding compensation and taxes relating thereto. Seller shall carry on its work at its own risk until the same is fully completed and accepted, and shall, in case of any accident, destruction or injury to any goods or materials before final completion and acceptance, repair and replace the goods or materials so injured, damaged and destroyed, at Seller's expense and to Buyer's satisfaction. When materials or equipment are furnished by others for Seller's use, Seller shall receive, unload, store, handle, and be responsible therefor as though such materials or equipment were being furnished by Seller hereunder. To the extent Seller is performing hereunder at Buyer's premises, Seller and its subcontractors shall take all safety precautions and furnish and install all guards necessary for the prevention of accidents. Buyer shall not be responsible nor be held liable for any damage to person or property arising from the use, misuse or failure of any rigging, blocking, scaffolding or other equipment used by Seller or any of its subcontractors, notwithstanding Buyer's ownership, provision or loan of such equipment to Seller or to any of its subcontractors.

22. **EQUAL EMPLOYMENT OPPORTUNITY / NON-DISCRIMINATION** – Buyer is an equal opportunity employer. Seller will not discriminate against any employee or applicant for employment in violation of Laws, including, without limitation, on a basis of race, color, religion, national origin, ancestry, age, disability, protected veteran status, sex, sexual orientation, gender identity, genetic information, or any other protected status covered by Laws ("Personal Status"). To the extent required by Laws, Seller shall take affirmative actions to employ and advance in employment individuals without regard to Personal Status. Seller warrants and represents that it will fully comply with all Department of Labor and EEOC rules, regulations, guidelines, and orders, including, without limitation, record keeping requirements.

23. **UTILIZATION OF DIVERSE BUSINESS CONCERNS** – In accordance with Seller procurement policies and Laws, Seller agrees to actively seek out and provide the maximum practicable opportunities for diverse businesses to participate in the subcontracts Seller awards to the fullest extent consistent with the efficient performance of this Order and Seller's business. Buyer may request subcontracting plans and quarterly reports on diverse business utilization.