

MARTEC LTD

STANDARD TERMS AND CONDITIONS OF PURCHASE (GOODS AND SERVICES)

DEFINITIONS	The 'Company' means MARTEC LIMITED, a company registered in England and Wales under company number 02122813 whose registered office is at Thanet Way, Whitstable Kent CT5 3JF. 'Order' means the purchase order placed by Martec Limited for the supply of Goods and/or Services together with any letter of engagement or other document attached to the purchase order. 'Supplier' means the person, firm or company to whom the Order is addressed. 'Goods' means the goods or unless the context otherwise requires, any deliverables to be supplied as part of the Services as described in the Order. 'Services' means the services to be supplied by the Supplier as described in the Order. 'Contract' means the contract between the Company and the Supplier for the supply of Goods and/or Services in accordance with the Order and these terms and conditions.
PREVAILING	These terms and conditions together with any special conditions set out in or by reference in the Order ('Conditions') are the only terms and conditions upon which the Company is prepared to deal with the Supplier and they shall govern the Contract to the entire exclusion of all other terms and conditions (including without limitation any other terms and conditions the Supplier has on its quotation or subject to which the Supplier accepts or purports to accept the Order). Each and every Order issued on the Company's order form and displaying a valid purchase order number shall be deemed to be an offer by the Company to buy the Goods and/or Services subject to these Conditions and by issuing written or verbal acceptance of the Order or proceeding with the supply of the Goods and/or Services the Supplier will be treated as having accepted the Order and the Contract shall come into existence.
CONDITIONS	No amendments to the Order (including without limitation, these Conditions) shall from part of the Contract unless agreed to in writing by a representative of the Company. In the event of conflict between the Contract documents provided by the Company, the order of precedence shall be 1) the Order, 2) the supply agreement between the Company and the supplier (if any), 3) these Conditions, 4) written specifications, 5) manufacturing drawings.
TITLE AND RISK	Title to and property in all Goods supplied against this Contract shall pass to the Company when delivery (including offloading and stacking) is made to the premises specified by the Company at the time specified by the Company, without prejudice to any right of rejection which the Company may have under these Conditions or otherwise. Once Goods are rejected pursuant to these Conditions, the risk in them immediately reverts to the Supplier.
TIME	<p>Time for delivery shall be of the essence. (Goods and/or Services may be delivered prior to the date of delivery specified in the Order provided written authorisation has been obtained from the Company in advance). Failure by the Supplier to adhere to any provision as to time contained in the Contract, shall entitle the Company (without prejudice to any other right or remedy it may have) at its option and by written notice to the Supplier to treat the Contract as repudiated. The Company shall be entitled to exercise its option at any time after the period of time specified shall have elapsed and shall not be prejudiced by any delay or by giving time or other indulgence to the Supplier in exercising such option. Notwithstanding any repudiation of the Contract as herein before provided, the Company shall be entitled (without prejudice to any other right or remedy it may have) to damages in respect of all costs, losses and expenses sustained by reason of failure of the Supplier to meet the time agreed (including without limitation expenditure reasonably incurred by the Company in obtaining the Goods and/or Services in substitution from another supplier).</p> <p>If the Supplier fails to deliver Goods or Services on time, the Company may elect not to repudiate the Contract but to charge the Supplier a late delivery charge at a rate of two and a half percent (2.5%) of the value of delayed Goods and/or Services for each week that the delay continues up to a maximum of fifteen percent (15%) of the Order value. The Supplier recognises that such charge represents a pre-estimate of costs incurred by the Company as a consequence of such delay and is not a penalty resulting from such delay. The payment of such late delivery charge shall be made on demand and shall not exempt the Supplier from its other obligations contained within the Contract.</p>
DELIVERY	<p>Save as otherwise set out in the Order, all Goods supplied are to be delivered by the Supplier (Incoterms 2020) to the address for delivery specified in the Contract (or as otherwise agreed in writing). Unless otherwise stipulated by the Company in the Order, deliveries shall only be accepted by the Company in its normal business hours. Items delivered in advance of schedule without written authority from the Company, may (without prejudice to any other right or remedy the Company may have) be returned at the supplier's cost and subject to a £100 administration charge.</p> <p>The Company shall not be deemed to have accepted the Goods until it has had a reasonable period of time to inspect them following delivery. The Company shall also have the right to reject the Goods as though they had not been accepted for a reasonable period of time after any latent defect in the Goods has become apparent. For the avoidance of doubt, a latent defect is a defect which, exists but is not visible at the time of delivery, resulting from defective design, defective workmanship or defective material.</p> <p>The Supplier shall obtain and maintain all necessary licences and consents and at all times comply with all statutory and regulatory requirements in relation to the performance of its obligations under the Contract including without limitation the supply of the Goods and/or Services.</p> <p>Any signature by an employee or officer of the Company on documentation presented in connection with the delivery of the Goods and/or Services shall be evidence only of the receipt of the Goods and/or Services and is not evidence that the correct quantity or quality has been delivered and, for the avoidance of doubt, does not constitute contractual acceptance. Acceptance of the Goods and/or Services by the Company at law shall not affect the Company's rights and remedies detailed in the Contract (including without limitation those detailed under the 'Remedies' section below).</p>
QUANTITY TOLERANCE	If the Goods are delivered to the Company in excess of the quantities ordered, the Company shall not be bound to pay for the excess and any excess shall be and remain at the Supplier's risk and shall be returnable at the Supplier's expense.
PRICE	The price of the Goods and/or Services shall be stated in the Order and unless otherwise agreed in writing by the Company shall be exclusive of VAT but inclusive of all other charges related to the supply of the Goods and/or Services. No payment of or on account of the Contract price shall constitute any admission by the Company as to the performance by the Supplier of his obligations under the terms and conditions hereof. All prices as stated on the Order are firm and not subject to increase.
PAYMENT	The liability for payment shall arise in the case of Goods on delivery of Goods in accordance with the Contract and in the case of Services on the dates specified in the Order in respect of Services supplied by the Supplier or where no such dates are supplied, on completion of the Services (without taking into account any deduction for set-off of counterclaim). Payment terms are 60 days from date of receipt of invoice (which may be dated no earlier than the date of delivery), subject to the satisfactory delivery of the correct quantity, at the correct price to the correct technical specification. Proof of delivery will be required in all cases. Time for payment shall not be of the essence of the Contract. The Company reserves the right to set off any amount owing at any time from the Supplier to the Company against any amount payable by the Company to the Supplier whether under the Contract or otherwise. If any sum payable under the Contract is not paid when due, then without prejudice to the parties' other rights under the Contract, that sum shall bear interest from the due date until payment is made in full both before and after any judgment, at 2% per annum over Barclays Bank base rate from time to time. The Supplier is not entitled to suspend deliveries of the Goods and/or Services as a result of any sums being outstanding.
INVOICE	Any advice notes and invoices are to be addressed to Martec Limited and must quote the order number, line number and item number as printed on the front of the Order.
SUBCONTRACTING	The Supplier shall not, without the Company's consent in writing, assign, sub let, sub contract or make over this Contract or any part thereof to any other person or company. Refer to SP034 for further details.
FREE ISSUE	The Supplier shall be responsible for the safe custody of any material which the Company may send to the Supplier on a free issue basis, in conjunction with the Contract, and replace any that may be damaged or destroyed by fire or any other cause whilst in the custody of the Supplier. Ownership of such material shall remain with the Company and such material shall be returned promptly on request by the Company.
TOOLING AND SPECS	Any jigs, tools, moulds, or equipment ('Tooling') supplied by the Company for use in conjunction with this Order, will remain the property of the Company. The Supplier will be responsible for the safe custody of all such Tooling and adequately insuring the Tooling against loss or damage however caused. All Tooling shall be maintained to a standard fit for purpose or similar to that in which it was received, whichever is better. All copyright, design rights, other forms of intellectual property rights in drawings, specifications or data supplied by the Company for use in conjunction with this Order

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('Specifications') will remain the property of the Company and shall only be used as authorised by the Company in writing. Tooling and/or and Specifications are to be returned, upon request or on completion of this Order (whichever is the earlier).

IPR All intellectual property rights originated or developed by the Supplier at any time in the course of supplying Goods and/or Services to the Company pursuant to the Contract shall belong to and vest in the Company absolutely to the fullest extent permitted by law. The Supplier assigns, by way of present assignment of future rights, all copyright, database rights and design rights in all works made, originated or developed by the Supplier pursuant to the Contract and any other proprietary rights capable of assignment by way of present assignment of future rights for the full term of these rights. The Supplier undertakes, at the expense of the Company, to execute all documents, make all applications, give all assistance and do all acts and things as may, in the opinion of the Company, be necessary or desirable to vest the intellectual property rights in, and register or obtain patents or registered designs in, the name of the Company. The Supplier grants to the Company a fully paid-up, royalty free, non exclusive, worldwide, perpetual and irrevocable licence to use the intellectual property rights and tooling developed or owned or used by the Supplier to satisfy its obligations under the Contract for the purposes of fulfilling the Company's obligations to its customers after the expiry or termination of the Contract.

QUALITY ASSURANCE REQUIREMENTS The Goods and/or Services supplied pursuant to the Order will be subject to the quality assurance requirements detailed in SP034 Supplier Requirements (latest version is located on the Martec website).

The Services will be performed by the Supplier with all reasonable care, skill and diligence in accordance with good recognised commercial practices and standards in the industry for similar services and in compliance with the Specification detailed in the Order. The Supplier shall comply with all applicable laws, regulations, regulatory policies, guidelines or industry codes which may apply to the provision of the Services. The Supplier shall co-operate with the Company in all matters relating to the Services and comply with all instructions of the Company.

The Supplier shall not do or omit to do anything which may cause the Company to lose any licence, authority, consent or permission upon which it relies for the purpose of conducting its business, and the Supplier acknowledges that the Company may rely or act on the Services.

WARRANTY In addition to any rights or remedies hereunder or implied by statute or implied at common law, if any Goods are not supplied in accordance with the quality requirements of the Contract (including without limitation those detailed under the 'Quality Assurance Requirements' section above, the Supplier shall at the option of the Company undertake either to repair or replace within seven days (or such other period as may be agreed in writing), the relevant defects or defective parts arising from such non-compliance (whether this is due to faulty design, materials, workmanship or otherwise) during the period of 24 months from delivery to the Company (fair wear and tear excepted) or 12 months from entering service by the ultimate customer, whichever is the latter. In addition, (without prejudice to any other right or remedy the Company may have) items returned to the Supplier will be subject to a £100 charge covering administration and carriage payable by the Supplier. For the avoidance of doubt, the obligation for the Supplier to repair or replace defects or defective parts during such period shall not affect its liability under the Contract or the Company's rights thereunder which shall continue in force notwithstanding the expiry of such period.

CONTINUITY OF SUPPLY The Supplier agrees to monitor the availability of the Goods and, where discontinuance of manufacture is identified, the Supplier shall provide the Company with a written notice no later than thirteen (13) months prior to the intended date of discontinuance. The Company shall be entitled to place order(s) to fulfil its own contractual obligations and to secure its own needs and requirements, within thirteen (13) months after such notification is received by the Company. In addition, the Company shall have the option to purchase at a reasonable cost any unique tooling produced by the Supplier and used to satisfy its obligations under the Contract.

SPARE PARTS Supplier of production plant or equipment shall ensure that spare parts are made available to the Company for the duration of the Contract and for a designated period thereafter which shall be 10 years thereafter. Any such spares shall be supplied i) under the terms of the Contract ii) at a price to be agreed, but which the Supplier shall endeavour to keep within the original price making a reasonable allowance for movement in commodity prices, and labour rates.

INDEMNITIES The Supplier will indemnify and keep indemnified the Company from and against any claim, action or demand alleging that the use or sale of the Goods (supplied by the Supplier pursuant to this Contract) by the Company infringes the patent, registered design or other rights (including without limitation other intellectual property rights) of any third party ("Claim"). This indemnity shall extend to all expenses, costs (including, but not limited to, legal and other professional fees and expenses on a full indemnity basis), damages, losses and other liabilities (of whatever nature, whether contractual, tortious or otherwise) that are suffered or incurred by the Company as a result of or arising out of or in connection with any such Claims.

The Supplier shall indemnify and keep indemnified the Company from and against all costs, expenses (including, but not limited to, legal and other professional fees and expenses) losses, damages and other liabilities (of whatever nature, whether contractual, tortious or otherwise) suffered or incurred by the Company and arising out of or in connection with any breach of this Contract by the Supplier, any activities of the Supplier under or in connection with this Contract, any claims, actions or demands made against the Company by any third party as a result of any breach or alleged breach of this Contract by the Supplier.

CONFIDENTIALITY All technical information, technical and commercial information and drawings or other information of a confidential nature supplied by the Company to the Supplier or obtained by the Supplier in the course of performing the Contract ("Confidential Information") is confidential between the Company and the Supplier and the Supplier shall safeguard such Confidential Information and keep it confidential. No Confidential Information is to be disclosed by the Supplier to any third party, including Amphenol Divisions, without the written consent of the Company. The Supplier shall not use or disclose the Company's Confidential Information except to the extent that such use or disclosure is necessary for the purposes of performing its rights and obligations under the Contract. The Supplier shall ensure that its officers and employees and any other persons to whom the Confidential Information is made available comply with the provisions of this paragraph. The obligations in this paragraph shall not apply to any information to the extent that it is publicly available or becomes publicly available through no act or omission of the Supplier or is otherwise required to be disclosed by law. The Supplier shall comply with all requirements of security of the United Kingdom and United States of America Governments including but not limited to NATO classification to the extent that they are applicable to the supply of the Goods and/or Services under the Contract.

GUARANTEE Goods and/or Services shall be supplied strictly in accordance with the quantities, specifications and stipulations of this Order and the Contract.

REMEDIES Whether or not any part of the Goods and/or Services have been accepted by the Company as a matter of law without prejudice to any other right or remedy which the Company may have, if any Goods and/or Services are not supplied in accordance with, or the Supplier fails to comply with, any of the terms of the Contract the Company shall be entitled at its discretion to take any one or more of the following steps:

- (1) rescind the Order;
- (2) at the option of the Company, give the Supplier the opportunity at the Supplier's expense either to remedy any defect in the Goods and/or Services or to supply replacement Goods and/or Services and carry out any other necessary work to ensure that the terms of the Contract are fulfilled;
- (3) claim damages as may have been sustained in consequence of the Suppliers breach/breaches of the Contract,
- (4) in respect of Goods, reject the Goods (in whole or in part) and return them to the Supplier at the risk and cost of the Supplier on the basis that a full refund for the Goods so returned shall be paid forthwith by the Supplier;
- (5) in respect of Services, refuse to accept the provision of any further Services by the Supplier and to require immediate repayment by the Supplier of all sums previously paid by the Company to the Supplier under the Order/Contract.

TERMINATION This paragraph applies if any one or more of the following events occurs during the continuance of the Contract, or has occurred prior to the date of the Contract and is continuing:-

- (1) the Supplier commits a material breach of any of the provisions of the Contract;
- (2) the Supplier makes any voluntary arrangement with its creditors or (being an individual) becomes bankrupt or (being a firm) has one of its partners become bankrupt or (being a body corporate) enters administration or goes into liquidation.
- (3) a security holder takes possession, or a receiver or administrative receiver is appointed, over all or any of the property or assets of the Supplier and/or

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- (4) the Supplier ceases, or threatens to cease, to carry on business;
- (5) anything analogous to any of the foregoing occurs to the Supplier under the laws of any jurisdiction;
- (6) control of the Supplier or any holding company of the Supplier has passed to any other person or persons, other than the person or persons in control of the Supplier at the date of the Contract.

If any of the above events applies the Supplier shall notify the Company immediately and without prejudice to any other right or remedy available to the Company, the Company will be entitled to terminate the Contract in whole or in part or (without prejudice to its right to terminate subsequently) suspend any further delivery of Goods and/or further provision of Services without any liability to the Supplier by giving written notice to the Supplier to that effect

The Company shall also have the right at any time and for any reason to terminate the Contract in whole or in part by giving the Supplier written notice whereupon all work on the Contract shall be discontinued and the Company shall pay to the Supplier fair and reasonable compensation for work-in-progress at the time of termination but such compensation shall not include loss of anticipated profits or any consequential loss.

The Company may terminate this Contract by giving written notice to the Supplier within 6 months of becoming aware that control of the Supplier or any holding company of the Supplier has passed to any other person or persons, other than the person or persons in control of the Supplier at the date of this Contract, (unless the Company has given its written consent before such transfer of control). For the purposes of this Contract, "control" shall mean the power of a person (or persons acting in concert with him) to secure directly or indirectly that the affairs of a body are conducted in accordance with the wishes of that person (and any persons acting in concert with him), whether by means of the exercise of voting power or any other contractual right, or otherwise.

The termination of the Contract, howsoever arising shall be without prejudice to the rights and remedies of the Company accrued prior to termination. The provisions concerning title, choice of law and jurisdiction, remedies, termination, quality assurance requirements, access, warranties, confidentiality and indemnity shall survive expiry or termination of the Contract/Order.

LAW The Contract shall, in all respects, be deemed to be made under and shall be interpreted according to English Law and the parties submit to the exclusive jurisdiction of the English courts, on the understanding that the United Nations Convention on Contracts for International Sale of Goods (CSIG) shall not apply.

WAIVER The rights and remedies of the Company under the Contract shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time by the Company nor by any failure of or delay by the Company, in asserting or exercising any such rights or remedies. The rights and remedies provided under the Contract are cumulative and are additional to any rights or remedies provided by law.

SEVERANCE If any provision in the Contract is declared void or unenforceable by any court or other body of competent jurisdiction, or is otherwise rendered so by any applicable law, that provision shall to the extent of such invalidity or unenforceability be deemed severable and all other provisions of the Contract not affected by such invalidity or unenforceability shall remain in full force and effect.

VARIATION No variation to this Agreement shall be effective unless made in writing and signed by authorised representatives of both parties.

ITAR It shall be a condition precedent to acceptance of any Order, that the Supplier shall notify the Company, should all or any part of the Goods or Services including technical documentation, be subject to any United States export control regulations, including the International Traffic in Arms Regulations (ITAR) and the Export Administration Regulations (EAR).

If the Supplier does not notify the Company that Goods or Services are subject to ITAR and/or EAR prior to supplying the Goods or Services to the Company, such failure to notify shall be deemed to be an express declaration by the Supplier that the Goods or Services, including technical documentation, are not subject to ITAR and/or EAR.

The Supplier represents and warrants that all information provided to the Company by the Supplier under this Contract shall be complete and accurate and the Supplier shall notify the Company immediately, of any changes in United States export control regulations which will affect the supply of Goods and/or Services under this Contract. The Supplier acknowledges that the Company is relying upon the accuracy of the information provided by the Supplier in deciding whether to place an Order with the Supplier.

Should the export and/or sale of all or any part of the Goods or Services, including technical documentation, be subject to the granting of a licence by the US government authorities, the acceptance of the Order shall be conditional upon such licence being obtained. The Supplier shall keep the Company informed of the status of the licence application and shall promptly communicate to the Company any delays in the process. The Company reserves the right to cancel an Order if it considers the time period taken by such licensing process to be unreasonable.

It shall be the responsibility of the Supplier to obtain in a timely manner and maintain all import/export licence and approvals required to perform any of its obligations under the Contract. The Supplier shall promptly advise the Company, of any foreign/export control licence restrictions that may affect the delivery or use of any component/part/technology.

The Supplier shall provide a copy of all relevant licences to the Company at the time of issue.

Should a licence be withdrawn, not renewed or no longer valid for any reason, the Supplier shall notify the Company immediately and the Company shall be entitled to rescind the relevant Order and/or the Contract without prejudice to any other rights and damages made available to the Company against the Supplier.

The Supplier shall indemnify and hold the Company and its clients harmless from any and all liabilities, costs and damages resulting from the Supplier's failure to comply with any of the obligations set out in this section.

IMPORTS The Supplier shall comply with all import and export laws, and where required, obtain all relevant licences, permits, certificates, or other authorisations or documents necessary for the transfer (including in-country transfer), import, export, or re-export of any goods and/or related technology. The Supplier is prohibited from importing from any country or entity subject to UK, UN, EU, or OSCE (Organisation for Security and Cooperation in Europe) sanctions or embargoes.

The Supplier shall be responsible for ensuring that all import documentation including despatch notes and advice notes clearly and correctly displays the International Customs Commodity Code (CCCN number) as referenced on this Order for all Goods entering the United Kingdom.

BUSINESS CONTINUITY The Supplier shall implement a business continuity plan to identify, analyse, evaluate and/or mitigate risks related to business continuity. The assessment should consider the loss of such items as facilities, key plant, unique skills/processes, key sub-tier suppliers, computer data and IT systems and any other topics that would prevent the Supplier operating for a significant time.

ETHICS The Supplier shall ensure its suppliers, employees and their supply chain operate to a high standard of quality and integrity in their relationship with their employees, suppliers and customers.
The Supplier shall demonstrate compliance with the minimum standard of business behaviours, health safety and environmental practices, applicable laws and regulations and act in a way that is ethical and corporate responsibility.
The Supplier undertakes that it will ensure that applicable anti-bribery and corruption laws are not breached.

INSURANCE During the term of the Contract and for a period of six years thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall on the Company's request produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

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NOTICES

Any notice given to a party under or in connection with the Contract shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (b) sent by email to, the email address specified in the Order or such other email address as is notified by the relevant party to the other from time to time for the purposes of this provision.

Any notice shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address; and
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after; and
- (c) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume.

In this paragraph, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt. This paragraph does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

NO PARTNERSHIP

Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

**THIRD
PARTY-RIGHTS**

Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Right of Third Parties) Act 1999 to enforce any term of the Contract.

FORCE MAJEURE

Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control including without limitation: acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo or breaking off of diplomatic relations; nuclear, chemical or biological contamination or sonic boom; collapse of buildings, fire, explosion or accident. . In such circumstances the affected Party shall promptly inform the other party of the known or anticipated event and the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for thirty (30) days, the Company may terminate the Contract without liability by giving 5 days' written notice to the affected party.

FAR 52.204-27

TikTok and similar social media applications have been associated with potential security risks and data breaches that can compromise the integrity of our work environment. Supplier acknowledges and agrees that the installation of the TikTok application ("TikTok") on devices provided or used for work purposes is strictly prohibited. The prohibition includes but is not limited to smartphones, tablets, laptops, and any other devices owned or managed by Supplier or used in connection with Supplier's business operations, including personal devices used for work purposes. Supplier agrees to take all necessary steps to ensure that its employees, subcontractors, and agents do not install, access, or use TikTok on devices provided, or personally owned, that are used for work purposes.

In the event that Supplier, its employees, subcontractors, or agents are found to be in violation of this prohibition, Buyer may take appropriate action, which may include, but is not limited to, suspension or termination of the agreement, and any associated penalties or damages. Supplier shall indemnify and hold Buyer harmless from any claims, damages, or losses arising out of Supplier's non-compliance with this prohibition.