

terms & conditions of sale

All orders placed with Telect are subject to the following terms and conditions, as well as any additional terms and conditions presented on or accompanying a Telect quotation or Sales Order Acknowledgment. Orders given pursuant to an existing agreement are also subject to the terms of such agreement, and such terms shall control in the case of any conflict with the provisions hereof. Telect specifically rejects and Customer disclaims all printed provisions in Customer's printed Purchase Orders or on any associated forms and/or documents. These terms and conditions, together with Telect's Sales Order Acknowledgment shall constitute the entire agreement between Telect and Customer with respect to any Customer Purchase Order and the Product provided hereunder. These terms and conditions supersede any prior or contemporaneous, written or oral agreements or representations between Telect and Customer. Any amendment of these terms and conditions, or terms and conditions other than those stated herein in any way purporting to modify these terms and conditions, shall not be binding on Telect without Telect's written consent. Any additional or different terms and conditions in Customer's form are hereby deemed to be material alterations and notice of objection to and rejection of them is hereby given. No Customer Purchase Order shall be binding without Telect's written Sales Order Acknowledgment.

1. Definitions

"Customer" means the person or entity, however constituted, whose Purchase Order is accepted by Telect and to whom Product is provided.

"Product" means any goods supplied or to be supplied to the Customer, including any equipment, part or item (including software, if any), whether complete or incomplete, or service which Telect may be in the business of supplying.

"Purchase Order" means Customer's document or online order submittal formalizing the acquisition of Product, exclusive of any printed terms and conditions thereon.

"Telect" means Telect, Inc. and/or its designated affiliates.

2. Orders

A. Acceptance of Purchase Orders

As used herein, "Acceptance of Customer's Purchase Order" shall mean Telect's agreement, as evidenced by the issuance of a Sales Order Acknowledgment, to supply the Product identified in Customer's Purchase Order under the terms and conditions herein. All Purchase Orders are subject to acceptance by Telect, in its sole discretion, at its general office in Liberty Lake, Washington, U.S.A., even if taken elsewhere by a salesman, selling agent, or representative. No Purchase Order will be binding upon Telect until Telect issues its written Sales Order Acknowledgment.

B. Purchase Order changes

After a Purchase Order is accepted, Customer may not change its Purchase Order without Telect's written consent. Any requested changes submitted by Customer within 24 hours of scheduled ship date, and any changes including revision to drawings, designs, specifications, or Purchase Order shipment dates, may result in additional cost to Customer, including but not limited to any additional transit costs if routing changes will be required to meet the shipment date, and/or may result in shipment delays. Such changes to a Purchase Order at Customer's request shall commence as mutually accepted in writing between the parties and/or the issuance and acceptance of a new Purchase Order reflecting the applicable change(s).

C. Purchase Order cancellation by customer

Purchase Orders may not be cancelled by Customer for Products manufactured, tested, labeled, packaged or otherwise modified to meet unique specifications furnished by Customer or other third party at the request of Customer (including, but not limited to, cables cut to specific non-standard lengths) ("Custom Products"), and or Products quoted or otherwise indicated to be Non-cancelable, Non-returnable ("NCNR"). For non-Custom Products or non-NCNR Products, in the event of cancellation of a Purchase Order by Customer, Telect shall be reimbursed upon its review and determination for all work performed and/or material expenses incurred. Cancellations requested by

terms & conditions of sale

Customer shall not be effective unless mutually accepted in writing between the parties and/or the issuance and acceptance of a new Purchase Order.

D. Purchase Order cancellation by Telect

Telect reserves the right to cancel an accepted Purchase Order, or any portion thereof, pursuant to Section 4B of these terms and conditions.

E. Minimum Purchase Order

Any Purchase Order, except for repair parts, amounting to fewer than One Hundred United States Dollars (\$100.00) net, shall be billed at One Hundred United States Dollars (\$100.00) and Customer agrees to provide prior written acceptance of such billing and/or issue a new Purchase Order for the amount of One Hundred United States Dollars.

3. Price

Unless otherwise stated, prices are for Product only, exclusive of any amount of federal, state and/or local excise, sales, use, value add, property, retailer's occupation, gross receipts or similar taxes which may be imposed upon the sales transaction. In the event that Customer claims exemption(s) from such taxes, a properly completed exemption certificate(s), which will be acceptable to the appropriate taxing authorities, must be provided to Telect with Customer's purchase order or prior to shipment. If Customer fails to so provide such proper exemption certificate(s), at Telect's discretion and as allowed by applicable tax laws, Telect may refuse to process a refund of taxes for reimbursement to Customer. Should such certificate(s) be found invalid upon audit by the taxing authorities, the Customer shall be invoiced for and agrees to pay the tax(es), interest and penalties assessed.

Unless otherwise stated, prices do not include shipping and handling charges, if applicable. Unless specified in a separate contract or as a line item on a Telect Quote or Sales Order Acknowledgment, on-site installation assistance, training and service are not included. Telect quoted prices are based on receiving a single Purchase Order and are effective for that Quote only. Unless otherwise stated on a Telect Quote, the quoted price shall remain open for 30 days from the date of the Quote.

4. Terms of Payment

A. Telect accepts payment by cash, check, wire transfer, and major credit cards. Subject to approval by Telect's Credit Department, payments are due in full within 30 days from the invoice date. In addition, at Telect's sole option, payments received after 30 days from the invoice date shall be subject to a late payment penalty of one and one-half percent (1.5%) per month, compounded daily from the original due date and Customer shall be liable for all costs of collection, including attorney fees and court costs, if any. All payments must be made in United States currency unless otherwise authorized by Telect in writing on a Sales Order Acknowledgment.

B. Telect reserves the right to cancel a Purchase Order or any portion thereof if Customer's financial condition, in Telect's reasonable judgment, does not justify the terms of payment, unless at Telect's option Customer shall upon demand, immediately pay for all Products shipped and all Products not yet delivered

C. To secure Customer's obligation to make payment to Telect, Telect may (i) require that Customer establish with a financial institution acceptable to Telect, a stand-by letter of credit in favor of Telect, containing such terms as are acceptable to Telect or (ii) require payment in advance of shipments of Products.

5. Packaging and Shipment

A. All Product shall be packaged or packed for shipment in accordance with standard commercial practices for protection in shipment and storage. In the event that Customer requests special packing and/or packaging, Telect will quote a reasonable charge for such packing and/or packaging to comply with Customer's specifications or instructions, and Customer must provide prior written acceptance and agreement to pay such charges, or issue a new Purchase Order reflecting the applicable charges, prior to Telect's release of shipment.

terms & conditions of sale

B. Unless otherwise specified, shipments of Products ordered shall be Free Carrier, Telect's origin facility ("FCA", Incoterms® 2010 Rules), via Customer's preferred carrier. Unless otherwise provided for in a separate quotation by Telect, all freight charges shall be paid by Customer.

Shipment dates are estimated in good faith but are not guaranteed by Telect. Telect shall have no obligation to give Customer notice of shipment of Product. Product called for hereunder may be tendered in partial shipments.

C. North American Free Trade Agreement

Telect shall perform all administrative actions required to qualify the Products for preferential treatment under the rules of any applicable trade treaty between Canada, U.S.A. and Mexico including, without limitation, the North America Free Trade Agreement ("NAFTA"). If a Product qualifies under NAFTA, upon Customer's request, Telect will prepare and provide a NAFTA Certificate of Origin.

6. Title, Risk of Loss and Insurance

All shipments shall be made Free Carrier, Telect's origin facility ("FCA", Incoterms® 2010 Rules). Title, risk of loss and insurance responsibilities pass to the Customer upon delivery of Product by Telect to, and acceptance of Product, by a shipping agent, carrier, or any other party instructed to carry out shipment, whether or not such party is employed by Customer. Any claims for damage or shortage in transit must be brought against the carrier.

7. Testing and Inspection

Telect will test and inspect all Product prior to shipment in accordance with its normal practices without special charge to Customer. Telect reserves the right to make an extra charge for other tests or inspections requested by Customer.

8. Licenses and Permits

Following shipment of Products by Telect to original Customer, the Customer is responsible for obtaining any re-export licenses or governmental permits.

9. Intellectual Property Rights

Unless otherwise specifically agreed to in writing by Customer and Telect, any and all drawings, designs, tooling, equipment, procedures, data, engineering changes, inventions, trade secrets, copyrights, mask works, source code, object code, patents, patent applications, know-how, trademarks, specifications and all other information, technical or otherwise which was developed, made or supplied by Telect in the production of any Product sold, rendered or licensed hereunder shall be and remain the sole property of Telect. Customer shall not reverse engineer any Product purchased hereunder. Customer understands and agrees that Telect may suffer immediate, irreparable harm in the event that Customer fails to comply with these terms and conditions, and that monetary damages will be insufficient to compensate for such breach and that Telect shall have the right to enforce these terms and conditions by any appropriate means or actions, such as injunctive or other equitable remedies or a court order ("ordinance"), with or without penalties, to comply with these terms and conditions (in addition to any other remedies to which it is entitled).

10. Proprietary Rights Indemnification

Telect shall hold Customer harmless from any and all expenses or losses resulting from infringement of United States patents, trademarks or other industrial property rights in connection with the purchase, manufacture, or use of Telect Product, provided Telect is promptly notified in writing of any alleged infringement and given the right to modify the Product and make them non-infringing. Customer shall defend and hold Telect harmless against any expenses or losses from infringement of patents, trademarks, or other industrial property rights arising from manufacture by Telect of Product according to Customer's design, specifications or instructions.

terms & conditions of sale

11. Changes to Product

Telect reserves the right to reject any change to Product requested by Customer or require an equitable adjustment in the event Customer and Telect agree to any requested changes with respect to drawings, designs, or specifications.

12. Subcontracting

Telect reserves the right to subcontract the furnishings of any Product requested by Customer's Purchase Order or any portion thereof.

13. Waiver

Any waiver of the terms and conditions hereof, or any waiver of any breach hereof by Customer, either directly by Telect or by operation of law or in equity, shall not be deemed to be a waiver of any subsequent failure or strict compliance with the performance of each and every item of these terms and conditions.

14. Compliance with Federal Law

If applicable, Telect shall certify that Product sold hereunder shall be produced in compliance with the Fair Labor Standards Act of 1938, as amended (29 U.S.C. 201, et seq.) and the Equal Opportunity Clause adopted under procedure authorized in Executive Order 11246 on September 24, 1965, and related rules, regulations and orders thereunder.

15. Warranty

A. Telect standard warranty

Telect warrants to Customer that Product sold hereunder is free from defects in material and workmanship under normal use and service, subject to exceptions stated herein. Product purchased is warranted for the time period set forth in Section E below, commencing from the date of shipment to the original Customer. Notwithstanding the forgoing, Product Telect acquires from or through a third-party manufacturer or distributor and resells to Customer as the original customer will carry the manufacturer's pass-through warranty, if any, in accordance with Section D below.

B. Warranty claim procedure

If any Product purchased from Telect is defective under the above warranty, Customer must so notify a Telect inside sales representative and return Product pursuant to Telect's Return Authorization guidelines as stated in Section 16 below. Telect shall repair or replace the defective Product at its sole option and discretion, and return the repaired or replacement Product to Customer's site, freight prepaid. Since Telect's shipping responsibility ceases upon delivery of Product in good order to a carrier, any claims for damage or shortage in transit must be brought against the carrier.

C. Limitations of warranty

CORRECTION OF DEFECTS BY REPAIR OR REPLACEMENT SHALL CONSTITUTE THE EXCLUSIVE SOLE REMEDY FOR A BREACH OF THIS LIMITED WARRANTY, AND TELECT WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES OR PERSONAL INJURY OR FOR LOSSES, DAMAGES, OR EXPENSES DIRECTLY OR INDIRECTLY RESULTING FROM THE USE OF PRODUCT.

Telect assumes no warranty liability with respect to defects in Product caused by:
Customer's modification of Product, except as described in Telect's instruction manual, if applicable.

Customer's attempt to repair Product beyond the removal of plug-in printed circuit boards, switch lamps, or fuses.

Customer's negligent, accidental, or other improper use of Product.

terms & conditions of sale

Customer's installation, operation, or maintenance of Product other than in a manner described in the instruction manual, if applicable.

Customer's combination of Telect Product with product(s) not supplied by Telect.

D. Additional warranty provisions

Telect's warranty for equipment purchased by Telect from a third-party manufacturer or its distributors and sold to Customer individually or as part of a Telect system shall be limited to those warranties, if any, offered by the equipment manufacturer on a pass-through basis to Customer. Telect does not assume any warranty liability for any items purchased by Customer from a third party which are drop shipped to Telect for factory installation and wiring. Any repairs made by Telect after the warranty period are warranted for ninety (90) days from the date of repair or date of return shipment to Customer, whichever is applicable.

E. Warranty period

Warranty periods for Telect Product are dependent upon the Product's general product classification. Unless otherwise specified by Telect in writing, the general product classifications and related warranty periods are as follows:

- Fiber optic panels, frames and bays: Five (5) years
- Fiber optic cable products and components: Two (2) years
- DSX-1 passive interconnect products and panels, except USOC RJ products: Lifetime (lifetime being deemed to be twenty (20) years)
- DSX-3 passive interconnect products: Lifetime (lifetime being deemed to be twenty (20) years)
- USOC RJ interconnection jacks within DSX-1 Products: Five (5) years
- Terminal blocks: Five (5) years
- Multiplexers, media converters and other active products: One (1) year
- Copper cable telco products: Five (5) years
- Power protection panels and bays: Five (5) years
- Power systems: Five (5) years
- Cable management products: Five (5) years
- Relay racks, bays and frames, and equipment racks: Five (5) years
- Enclosures: Five (5) years
- Telect Media Gateway products, including modules, outlets, cables, switches, automation, security, audio: One (1) year
- Telect Media Gateway chassis: Five (5) years
- Hardware and accessories: One (1) year
- Network engineering services and systems integration services: One (1) year
- Refurbished products: One-half (1/2) the warranty period for new product of same type
- All other products (including custom-designed products and expendable items such as patch cords, LEDs, hole plugs, lamp caps, circuit guards and designated strip cords): One (1) year

THE ABOVE WARRANTY SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND ALL OTHER OBLIGATIONS OR LIABILITIES OF TELECT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. No agent, distributor, or other party is authorized to make any warranties on behalf of Telect or to assume for Telect any other liability in connection with any Telect Product.

16. Return Authorization Guidelines

- Claims for non-conforming orders will not be considered unless made in writing to Telect within ten (10) days after Customer's receipt of Product.
- No Product may be returned without a Telect-assigned Return Authorization number ("RA number"), obtained by contacting a Telect inside sales representative regarding non-defective products or Telect's quality call center regarding defective products.

terms & conditions of sale

- All packages and correspondence MUST be marked with the RA number. Any packages received without a visible RA number may be rejected.
- Products are to be returned within thirty (30) days of issuance of an RA number unless otherwise agreed in writing between the parties.
- Products should be returned in original containers whenever possible. Customer is responsible for providing adequate packaging, including Electrostatic Discharge (“ESD”) protection where applicable.
- Product purchased through a reseller or distributor must be returned through that reseller or distributor, unless otherwise requested or approved by Telect by prior written notice.
- In the event that returned Product is sent to a location other than authorized by Telect in the Return Authorization instructions, Telect will invoice Customer and Customer hereby agrees to pay the shipping costs to move the Product to the location designated by Telect in the Return Authorization instructions.

17. Product Returns

A. Defective Product returns under warranty:

Defective Product shall be repaired or replaced at Telect’s sole option and discretion.

Defective Product resulting in an out-of-service situation will be repaired or replaced at the discretion of Telect, as follows:

- If available in Telect’s stock, replacement Product will be sent to Customer within two (2) business days. In the event that Telect does not receive the defective Product from Customer within fourteen (14) calendar days of shipment of the replacement Product, or Customer has not provided Telect with a valid reason for the delayed return, Telect shall invoice Customer for the replacement Product at the current list price. Such invoice shall be due and payable to Telect within thirty (30) days of the invoice date.
- In the event replacement product is unavailable, Telect will use best efforts to repair the returned defective Product and ship it back to Customer.

Freight charges to return defective Product to Telect will be either collect, FCA using an authorized Telect freight carrier per Telect’s Corporate Routing Guide, or credited back to Customer, at Telect’s discretion and direction to Customer. Repaired or replaced Product shall be returned to the customer’s site, freight prepaid by Telect.

For quality control purposes, Telect, or its authorized or designated representative, reserves the right to inspect the claimed defective Product to confirm the existence of a defect. Customer agrees to cooperate with Telect by providing additional and reasonable information regarding the defective Product, if requested by Telect.

B. Non-defective Product returns:

Non-defective Product may be eligible for return, at Telect’s discretion, provided:

- it was purchased within the past six (6) months; and
- it is in new condition (has not been installed or used in any way).
- it is in unopened packaging if it is an active Product.

A minimum 25% restocking fee is applicable to all non-defective Product returns.

Freight charges to return non-defective, customer-damaged, or freight-damaged Product to Telect shall be prepaid by Customer.

Credit for returned non-defective Product, less the restocking fee, will be issued once the Product is received at the Telect designated facility and all conditions of these Return Authorization guidelines or contract terms, if any, are satisfied.

terms & conditions of sale

C. Defective Product returns out-of-warranty:

Out-of-warranty Product returned for repair are subject to Telect's repair service procedures and current rates, available from a Telect inside sales representative.

Freight charges for out-of-warranty Product returns to and from Telect shall be paid by Customer.

18. Software Licenses

Telect licenses to Customer, and Customer may sub-license, software only in accordance with the terms of Telect's software licenses when included with a Product sale.

19. Force Majeure

Telect shall not be liable for any default or delay attributable to any cause, circumstance, or contingency beyond its control or the control of its suppliers or manufacturers, which prevents or impedes manufacture, supply, or delivery by Telect. Such causes, circumstances, and contingencies shall include, but not be limited to: acts of God; governmental acts, decrees or restrictions; accidents; wars, riots, or civil commotion; fire; strikes, lockouts, or other labor problems; restraints affecting shipment or credit; non arrival or delay of carriers; inadequate or reduced supply or excessive cost of suitable raw materials, transportation or production facilities; and any other causes, circumstances, or contingencies affecting Telect, its suppliers, or manufacturers as to manufacture, supply, or delivery. In the event of such default or delay, the date for shipment shall be extended correspondingly. Telect may make delivery on an equitable basis with reference to all its Customers. No orders may be cancelled unless acceptable to Telect. If payment is to be made by letter of credit and if the letter of credit should expire prior to the date of completion of the products, Customer shall extend the letter of credit promptly on terms acceptable to Telect, or shall otherwise assure full and prompt payment in a manner acceptable to Telect.

20. Confidential Information

Customer will not disclose to any person or entity any Telect information or data in tangible form and identified by the marking, labeling or designating in writing as confidential, or, if oral, is identified as confidential at the time of disclosure or by the context in which it was received ("Confidential Information"). Customer shall treat Confidential Information as confidential, prohibit recopying, and will use such Confidential Information only in connection with fulfilling its obligations under Customer's Purchase Order. Customer will return all Confidential Information to Telect upon completion of such obligations for its use, or upon the request of Telect. Customer acknowledges that disclosure or use of Confidential Information in violation of this clause could cause irreparable harm to Telect for which monetary damages may be difficult to ascertain or be an inadequate remedy. Customer therefore agrees that Telect will have the right, in addition to its other rights and remedies, to seek and obtain injunctive relief for any violation of this clause. The obligations herein will expressly survive the final payment of any or all Customer Purchase Orders.

21. Contract

There are no representatives, agreements, warranties, conditions, or obligations, expressed or implied, relating to the subject matter of this sale except as set forth herein and in any written contract between Customer and Telect.

22. Governing Law and Place of Jurisdiction

The construction, validity, and performance of these terms and conditions of sale between Telect and Customer shall be governed by the laws of the State of Washington, United States of America, without reference to its choice of law rules. Telect and Customer expressly submit and consent to the jurisdiction and venue of the State or Federal courts located in Spokane, Washington, for the trial of any lawsuit arising out of the contract for sale. Any action for the breach of the contract for sale must be commenced within one (1) year after the cause of action has accrued.

terms & conditions of sale

SALES OUTSIDE OF THE USA

For sales outside of the USA, the following terms and conditions shall apply to the sales of Products, in addition to all other terms and conditions of sale herein.

23. Governing Law and Jurisdiction

The construction, validity, and performance of these terms and conditions of sale between Telect and Customer shall be governed by the laws of the State of Washington, United States of America, without reference to its choice of law rules and excluding the United Nations Convention of the International Sale of Goods. Telect and Customer expressly submit and consent to the jurisdiction and venue of the State of Federal courts located in Spokane, Washington, for the trial of any lawsuit arising out of the contact for sale. Any action for the breach of the contact for sale must be commenced within one (1) year after the cause of action has accrued.

24. Governing Language

The parties hereby confirm that they have agreed that all written documents between them shall be prepared in the English language only and such language shall be the governing language.

Les parties aux presentes confirment qu'elles ont agreeé que tous les documents entre eux par écrit soit redigé dans la langue anglaise seulement, et telle langue sera la langue de contrôle.

25. Dispute Resolution

A. The parties desire to resolve certain disputes, controversies and claims arising out of this international contract for sale without litigation in the courts. Accordingly, except in the case of (i) a dispute, controversy or claim relating to a breach or alleged breach on the part of either party of the intellectual property, trade secret or other proprietary rights of the other party or (ii) a suit, action or proceeding to compel either party to comply with the dispute resolution procedures set forth in this section, the parties agree to use the following alternative procedure as their sole remedy with respect to any dispute, controversy or claim arising out of or relating to this contract for sale or its breach. The term "Arbitrable Dispute" means any dispute, controversy or claim arising from, related to or in connection with these terms and conditions, except where court action has been reserved, as provided above. Where court action has been reserved, the parties irrevocably consent to the jurisdiction of the United States District Court for the Eastern District of Washington, USA, and hereby appoint their respective Chief Executive Officers as agent for service of process by mail and waive the provisions of all international conventions on service of process (or other applicable service of process laws).

B. At the written request of a party, each party shall appoint a knowledgeable, responsible business representative to meet and negotiate in good faith in English to resolve any Arbitrable Dispute arising under these terms and conditions of sale. If the negotiations do not resolve the Arbitrable Dispute within thirty (30) days of the initial written request, the Arbitrable Dispute shall be submitted to binding arbitration by a single arbitrator agreed upon by the parties or, in the event the parties cannot agree on a single arbitrator, by a panel of three (3) arbitrators, with each party designating an arbitrator of their choice and the two so chosen selecting the third arbitrator. The arbitration proceeding shall be conducted in English and in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). In addition to any rights or procedures provided for under said AAA Rules, the parties shall have all rights to and of discovery as permitted under the United States Federal Rules of Civil Procedure, as amended from time to time. The arbitration and/or any pre-trial hearings allowed by the arbitrator(s) shall commence within sixty (60) days of the demand for arbitration. The arbitration shall be held in Seattle, Washington, USA, if initiated by Customer, and Spokane, Washington, USA, if initiated by Telect. In no event shall the arbitrator(s) have the authority to make any award that provides for consequential, incidental, punitive or exemplary damages. The arbitrator(s) shall render a final opinion and award setting forth findings of fact and conclusions of law upon which such opinion and award are based, and the award shall be final on both parties. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the property or person of the losing party. Each party shall bear its own cost of these procedures, but the

terms & conditions of sale

prevailing party shall be entitled to an award of its attorney fees and costs, including the costs of expert witnesses and translators, in addition to any other award.

26. Export Restrictions

A. Telect shall obtain all licenses, permits and approvals required by any United States law or regulation with respect to the export of Product to Customer under this contract for sale. Telect and Customer shall comply with all applicable United States export control laws and regulations (including, without limitation, the Arms Export Control Act, the International Traffic in Arms Regulations, the Export Administration Act, the Export Administration Regulations, the Trading with the Enemy Act, and the International Emergency Economic Powers Act, any Executive Orders, regulations and licenses issued thereunder) with respect to the export of Products to Customer. Customer shall not transmit, directly or indirectly, Product or any Telect technical data (whether or not such technical data has been identified by Telect as Confidential Information), outside of the United States or to a person who is not a United States citizen or permanent resident of the United States, without prior written authorization by the United States Government if such authorization is required.

B. Customer expressly assumes responsibility for determining the need for and obtaining import licenses, currency exchange approvals and any other governmental approvals that may be necessary to permit the sale, purchase and payment for Product ordered by Customer and imported into any country pursuant to this contract for sale.

27. Questionable Payments

Customer shall at all times comply, and shall cause its directors, officers, employees and agents to abide by and comply, in all respects, with the United States Foreign Corrupt Practices Act (15 U.S.C. §§78dd-1, 78dd-2, 78dd-3 and 78m, as amended) and all United States governmental agency regulations applying or interpreting said Act and, to the extent applicable in any non-U.S. jurisdiction, with the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions (Dec. 18, 1997, 37 I.L.M 1 (1998), and/or the European Union Convention on the Fight Against Corruption Involving Officials of the European Communities or Officials of the Member States of the European Union (O.J. No. C195, 25.06.1997, May 26, 1997), or any similar treaty, convention, law or regulation applicable in the jurisdiction in question.