PURCHASE ORDER TERMS AND CONDITIONS

These terms and conditions, together with any purchase order to which they are physically or electronically attached or in which they are incorporated by reference, are the "Order". The nominated Corteva Agriscience contracting legal entity or its affiliate identified on the Order, is "Buyer". "Supplier" is the entity to which the Order is issued (as identified thereon). Supplier and Buyer are each a "Party" and collectively "Parties". Supplier shall supply any products, materials or other goods identified on the Order (the "Goods") and any services identified on the Order (the "Services"). If the Order is a release against an existing agreement between the Parties, these terms and conditions do not supersede the terms of such agreement. Any additional, conflicting, or different terms or conditions set forth in any invoice, in any acknowledgment of this Order, or in any document other than this Order as issued by Supplier and any properly executed purchase contract between the Parties, shall have no effect. The Order is accepted by Supplier when it begins providing the Goods and/or Services, unless accepted earlier.

1. Delivery. Supplier shall deliver the Goods and/or Services on the delivery date(s) set forth in the Order. Time is of the essence. Buyer may cancel the Order if delivery of Goods and/or Services is not on time.
2. Shipment. If the price for the Goods specifies it includes the cost of shipment, Supplier can ship the Goods per its normal mode of delivery. If the price for the Goods does not specify it includes the cost of shipment, Supplier shall ship the Goods as directed or otherwise approved by Buyer.
   (i) **Imports**. All modes of transportation packaging, including containers, ISO-tanks, railcars or truck trailers, but excluding airfreight and small packages, must be sealed with a high security seal that meets or exceeds the criteria set out in the current version of ISO 17712. Buyer requires Supplier to apply a high security seal to conveyances exported to Buyer's location and to document the seal number on the shipping papers that are provided to Buyer, to all initial transportation providers and import brokers hired by or representing Buyer. Supplier shall not use any express couriers for imports into Buyer's country when it is Buyer paid Freight. All international shipments shall comply with incoterms® 2020.
      (i) Supplier shall provide a rated bill of lading with each import shipment, or a copy of the freight bill.
      (ii) Supplier shall provide the following information for importing invoice:.
         a. Harmonized tariff classification (HS Code);
         b. Chemical Abstract (CAS) number, if applicable;
         c. Country of origin (country of manfacture) of Goods;
         d. For Goods that will be imported into the U.S., the "assist" value must be added to the value that is placed on the import invoice for U.S. import purposes. An "assist" is any payment that is made by Corteva Agriscience as part of the agreement or any tools, dies, molds, equipment, etc. provided free of charge or at a reduced cost by Corteva Agriscience in order to produce the Goods.
      (iii) For Goods that will be imported into the U.S via ocean shipments, Supplier must ensure that Importer Security Filing ("ISF") is approved by a customs broker at least seventy-two (72) hours prior to vessel sailing. If ISF filing is not properly completed, Supplier will be billed for any penalty incurred by Corteva Agriscience as a consequence of an improper or untimely ISF filing.
      (iv) For Goods that will be imported into the U.S, Supplier shall comply with all USDA and FIFRA requirements, if applicable .

   (ii) **Domestic Shipping**. Supplier understands that some Buyer businesses and/or sites may have specific seal requirements for domestic shipping.
   i) Supplier will use the strictest requirements that apply to the shipment (business, site, policy or procedure) when shipping Buyer goods and material.
   ii) The following guidelines are provided as minimum requirements for preparation of conveyances for domestic shipments of material and shall be followed when there are no prevailing seal procedures or requirements specified by the site or business:
   - Hazardous materials being shipped will use a high security seal
   - Non-Hazardous materials being shipped will use a security seal
   - Empties being shipped/returned will use a tamper indicating device

   (iii) **Freight**. Freight charges excluding detention and demurrage charges, for all material or other items supplied directly by Buyer under the Order and for all Goods produced hereunder by Supplier and shipped per the instructions of Buyer, shall be paid for by Buyer. Detention and demurrage charges on incoming shipments shall be borne by Supplier unless caused by early or excessive delivery of material by Buyer. Shipments of Buyer material or Goods hereunder to third parties are to be made by Supplier upon written direction from Buyer.
   (iv) **Buyer paid Freight**. Unless directed otherwise by Buyer's contract administrator, Supplier will contact the designated logistics provider set forth in the Order or as instructed by Buyer or Buyer's contract administrator
   For clarification on who to contact to arrange shipment please ask Buyer's contract administrator .
3. Labor and Materials. Supplier shall furnish all labor and materials (*e.g.*, facilities, equipment and packaging) necessary to perform its obligations under the terms and conditions of the Order, unless otherwise provided by Buyer. Supplier assumes full responsibility, liability, and risk of loss for the safekeeping and safe handling of all such Buyer material or equipment while such is in Supplier's care, custody and control.
4. Waste. Supplier shall minimize (and limit access to containers of) refuse and other waste material under the Order. Unless Buyer otherwise directs, Supplier shall remove, transport and dispose of such refuse and other waste materials in a safe and environmentally sound manner as approved by Buyer (and in accordance with applicable law).
5. Quality. Supplier shall establish, and continuously monitor and improve, a formal quality management program focused on the Goods and Services. Supplier shall: (a) interact with Buyer's contract administrator; (b) notify Buyer sufficiently in advance of changes in components, materials, manufacturing processes, locations or test methods (and the probable effect on Buyer); and (c) pre-qualify changes at Buyer sites. If requested by Buyer, Supplier shall provide Buyer with a complete and accurate certificate of analysis with each shipment of Goods. Supplier acknowledges that Buyer will rely on the certificate of analysis and intends to introduce Goods directly into its manufacturing processes without independent analysis by Buyer. Supplier shall respond, as reasonably directed, to any Buyer request for corrective action for instances where supply of Goods does not meet Buyer requirements. This includes completion and documentation of such items as the following within the time constraints stipulated by Buyer: containment actions to minimize further impact; incident investigation; determination of root cause; countermeasures to prevent recurrence; and verification of the effectiveness of any actions taken.
6. Personnel and Subcontracting. Supplier shall provide any personnel specified in the Order. Supplier subcontractors approved by Buyer (each, a "Permitted Subcontractor") shall comply with Supplier's obligations under the terms of this Order and Supplier shall be responsible for such compliance; provided, however, Supplier shall not subcontract any obligation without Buyer's prior written approval.
7. Independent Contractor. Supplier is an independent contractor of Buyer. The individuals and entities retained by Supplier shall be under its exclusive direction and control and shall not be considered an employee, agent or contractor of Buyer.
8. Supplier Diversity. Supplier shall adhere to Buyer's supplier diversity policy which may change from time to time, which is incorporated by reference herein. The Buyer supplier diversity policy can be found at https://www.supplier-center.corteva.com/diversity.html.
9. Supplier Code of Conduct. Supplier agrees to comply with the applicable Supplier Code of Business Conduct ("Supplier Code of Conduct") specified at the following website https://www.corteva.com/supplier-center.html which are hereby incorporated by reference and made part of this Order. In the event there is a conflict between the Supplier Code of Conduct and the terms and conditions of this Order, the terms and conditions of this Order shall govern. Buyer may modify the Supplier Code of Conduct at any time by posting notice of such modified changes on the website shown above. Supplier may, as an alternative and subject to Buyer's prior review and approval, comply with Supplier's own code of conduct if it is deemed to be substantially similar to Buyer's code of conduct.
10. Business Ethics. Supplier shall not pay any salaries, commissions or fees (or make any other payments or rebates) to any employee, officer, director or commissioner of Buyer (or any designee of such employee, officer or director or commissioner) or favor any such individual with gifts, entertainment, services or goods.
11. Service Locations and Site Conditions. Supplier will only perform the Services from locations approved by Buyer (and, if performed in the U.S., in English). If the Services are provided on Buyer sites, Supplier shall comply with all site conditions and site rules (including Buyer's policies at such site regarding substance abuse and criminal background checks available at https://www.corteva.com/content/dam/dpagco/corteva/global/corporate/general/files/Criminal_Background_Check.pdf (if applicable).
12. Confidential Information.
    a) Subject to the terms of any separate confidentiality agreement signed by both Parties, either Party may disclose or make available (as the "Disclosing Party") to the other Party (as the "Receiving Party") certain Confidential Information. The Receiving Party shall protect the Confidential Information of the other Party with at least the same level of care as it protects its own similar confidential information, but not less than a commercially reasonable level of care consistent with the Confidential Information Protection Required for suppliers available at https://www.supplier-center.corteva.com/library.html. The Receiving Party shall not (i) use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose, or (ii) disclose any such Confidential Information to any person or entity, except the Receiving Party's officers, directors, employees, professional advisors, contractors and other agents who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, other than to exercise its rights or perform its obligations under this Order. Notwithstanding, the Receiving Party may disclose Confidential Information of the Disclosing Party to the extent required to comply with any applicable laws; provided, however, that the Receiving Party provides the Disclosing Party with prior written notice of such disclosure. "Confidential Information" means technical, scientific or business information, this Order, or any other information or intellectual property of the Disclosing Party, designated as confidential at the time of disclosure, or if disclosed visually and/or orally, designated as confidential at the time of disclosure and confirmed in writing within thirty (30) days after such disclosure.
    b) Confidential Information shall not include information readily available to the public so long as such information was not made available through fault of the Receiving Party or wrong doing or breach of an obligation of confidentiality by any other party.
    c) Upon request of the Disclosing Party, the Receiving Party shall use commercially reasonable efforts to return to the Disclosing Party's Confidential Information and other related records, which contain or summarize any Confidential Information.
13. Privacy. Any personal information provided by one Party to the other may only be used in connection with this Order and may not be used for direct marketing or transferred to a third party.
14. Intellectual Property. Supplier irrevocably assigns to Buyer all right, title and interest in and to any work product (*e.g.*, drawings, designs, plans, reports, studies, other written material or software) developed for Buyer under this Order. This assignment excludes existing intellectual property of Supplier (including any modifications or enhancements thereto) provided to Buyer under this Order. Supplier grants Buyer a nonexclusive, royalty-free, worldwide, perpetual license for Buyer (and its affiliated entities and third party providers) to

use such existing intellectual property in connection with the Goods and/or Services. Buyer retains all right, title and interest in and to, and Supplier shall not use (except as necessary to perform the Order), its data and other intellectual property (and materials).

15. Publicity. Supplier shall not: (a) use the name, trade name, trademarks, service marks or logos of Buyer in any manner not previously approved by Buyer; or (b) represent (directly or indirectly) that any product or service offered by Supplier has been approved or endorsed by Buyer.
16. Invoice and Payment. After delivery of the Goods or the end of each month for Services, Supplier shall submit an invoice to the address specified in the Order for the fees, taxes and, if reimbursable, expenses applicable to the Goods delivered and Services provided. Supplier's invoice shall be accompanied by such records as Buyer deems adequate to verify the amounts billed and shall be in the form required by Buyer. Incomplete or incorrect invoices will not be processed or paid. All expenses, charges and costs are included in the fees and will not be reimbursed. Buyer shall pay Supplier (via electronic funds transfer, wire or check, as Buyer elects) as per payment term stated in the Order after receipt of a properly prepared and correct invoice and with the scheduled payment run,subject to the applicable local jurisdiction.
17. Taxes. Each Party shall bear and remit any sales, use, value added, goods and services, transfer or similar taxes imposed upon it by the taxing authority. Where imposed upon Supplier, without recovery from Buyer, Supplier shall bear those taxes. Where imposed upon Buyer, Supplier shall itemize those taxes on each invoice (unless Buyer provides an exemption certificate or direct pay permit). Buyer shall withhold income or other taxes from payments to Supplier to the extent required by the taxing authority; Buyer shall not be required to "gross up" or increase any payment to Supplier for such taxes. Buyer shall not be responsible for any other taxes.
18. Audits. Upon notice from Buyer, Supplier shall provide Buyer (and its accountants and auditors) with access to Supplier's locations and records (except internal cost records of Supplier) for Buyer to audit Supplier's compliance with this Order, including to verify if the charges are accurate.
19. Compliance with Laws and Nondiscrimination. Supplier shall comply with all laws, ordinances, rules and regulations applicable to it in connection with this Order, including (if Supplier is a U.S. entity): (a) those related to import and export control; and (b) those covering the production, sale and delivery of the Goods and/or Services specified in the Order, such as Affirmative Action Compliance Program (41 CFR 60-1.40), Affirmative Action - Disabled Veterans and Veterans of the Vietnam Era (41 CFR 60-250.4), Affirmative Action - Handicapped Workers (41 CFR 60-741.4), Equal Opportunity (41 CFR 60-1.4), Employer Information Report SF-100, annual filing (41 CFR 60-1.7), Fair Labor Standards Act of 1938 (as amended), Prohibition of Segregated Facilities (41 CFR 60-1.8) and Small Business Concerns, Small Disadvantaged Business Concerns and Women Owned Business Concerns (48 CFR Chapter 1, Subpart 19.7).

    Buyer and Supplier abide by the requirements of 41 CFR 60-1.4(a), 41 CFR §§ 60-300.5(a) and 41 CFR 60-741.5(a). 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. Moreover, 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, national origin, protected veteran status or disability.
20. TSCA, PCBs and REACH. Supplier shall not ship any chemical substance not specified by name in a safety data sheet or the Order. Supplier certifies that: (a) all chemical substances subject to the Toxic Substances Control Act ("TSCA") supplied to Buyer are correctly listed on the TSCA Chemical Substances Inventory or comply with an exemption; (b) no Polychlorinated Biphenyls ("PCBs") are present in any materials provided to Buyer, or are present only due to the inadvertent manufacture or import thereof, and Supplier has complied with all PCB regulations; and (c) all chemical substances subject to the Regulation of the European Parliament and of the Council concerning the Registration, Evaluation, Authorization and Restriction of Chemicals ("REACH") supplied to Buyer have been correctly submitted for registration to the European Chemicals Agency according to statutory registration deadlines or there is an exemption for such registration. Supplier shall immediately inform Buyer of Substances of Very High Concern ("SVHC") on the candidate list above one-tenth percent (0.1%) wt/wt, including new entries normally added twice a year in June and December (see http://echa.europa.eu/candidate-list-table). The concentration of the SVHC on the candidate list shall be calculated for each material, according to the ruling of the European Court of Justice of 10 September 2015 (see http://curia.europa.eu/jcms/upload/docs/application/pdf/2015-09/cp150100en.pdf).
    Upon Buyer's request, Supplier shall promptly provide Buyer with the complete chemical composition of substances supplied under the Order and any other information or certifications Buyer requests.
21. Warranty. Supplier represents and warrants that: (a) it is transferring good title to the Goods (free and clear of any claims, liens or encumbrances), it has sufficient right, title and interest to assign the ownership rights and grant the licenses hereunder and the Goods and Services (and process for making the Goods and use of the Services) do not infringe the proprietary rights of any third party; (b) the Goods and Services shall meet the specifications and descriptions in the Order; (c) the Goods shall be commercially similar to previous Goods, be free of contaminants and be of merchantable quality; (d) Goods that are equipment (including parts) shall be new, be free of defects in materials, workmanship and design and be fit for the particular use; (e) the Services shall be performed in a good, prompt and professional manner by qualified personnel in accordance with the Order and consistent with best practices; (f) Supplier is in material compliance with all laws and contracts applicable to this Order; and (g) the execution, delivery and performance of this Order will not violate, conflict with, require consent under or result in any breach or default under (i) any of Supplier's organizing documents, (ii) any applicable laws, or (iii) with or without notice or lapse of time or both, the provisions of any material agreement to which Supplier is a party. Goods that are equipment (including parts) shall conform to the warranties in clauses (b), (c) and (d) for twenty four (24) months from date of installation or start up, or thirty (30) months from date of shipment, whichever comes last. At Buyer's option and as applicable, Supplier shall promptly repair non-conforming equipment, replace non-conforming Goods, re-perform non-conforming Services, refund the purchase price of non-conforming Goods and/or Services or reimburse Buyer's repair costs for non-conforming equipment. These warranties shall survive any delivery, inspection, acceptance or payment of or for the Good by Buyer. These warranties are cumulative and in addition to any other warranty provided by law or equity. The applicable statute of limitations shall run from the date of Buyer's discovery of the non-compliance of the Goods with the foregoing warranties.
22. Indemnity. Supplier shall indemnify, defend, and hold harmless Buyer and its officers, directors, employees, agents, affiliates, successors, and permitted assigns against any and all losses, damages, liabilities, deficiencies, claims (either made or threatened), actions, judgments, settlements, interest, awards, penalties, fines costs, or expenses of whatever kind, including reasonable attorneys' fees, fees and costs of enforcing any right to indemnification under this Order, and the cost of pursuing any insurance providers, in a final non-appealable judgment (collectively, "Losses"), relating to, arising out of or resulting from any claim of a third party or customer arising out of or occurring in connection with Supplier's negligence, willful misconduct, or breach of this Order. Supplier shall not and shall ensure Permitted Subcontractors do not enter into any settlement without Buyer's prior written consent.
23. Insurance.
    23.01 Coverage. Supplier, at its expense, shall carry and maintain in force at all times the following insurance, on policy forms and with insurance companies authorized to do business in the jurisdictions where Services are to be performed, at the indicated minimum coverage limits or such higher limits as provided under insurance currently held by Supplier as of the effective date of the Order, whichever is greater. All insurance policies purchased and maintained in compliance with this section shall be endorsed to provide that coverage provided by Supplier's insurance shall always be primary coverage and noncontributory with respect to any insurance carried by Corteva Agriscience.
    a) Workers' Compensation (or its equivalent outside the U.S.) – in accordance with all applicable statutory and legal requirements; Employer's Liability (or its equivalent outside the U.S.) if applicable - $2,000,000 per accident/per employee; and such other insurance as may be required by law. This policy shall include a waiver of subrogation to Buyer.
    b) Commercial General Liability (Occurrence Form), including Contractual Liability and liability for Products and Completed Operations, in a combined limit for Bodily Injury and Property Damage - $5,000,000 per occurrence. This policy shall name Buyer as an additional insured. This policy shall include a waiver of subrogation to Buyer.
    c) Business Automobile Liability, for all licensed vehicles, in a combined single limit for Bodily Injury and Property Damage - $2,000,000 per occurrence. If Supplier operates licensed vehicles owned or leased by Buyer, the Supplier's insurance policy shall be the primary insurance coverage. This policy shall include a waiver of subrogation to Buyer.
    d) Other insurance appropriate for Supplier's business or as required by law.
    23.02 Insurance Documentation. Upon the request of Buyer, Supplier shall provide Buyer with certificates of insurance evidencing the coverage referenced in Section 23.01. Such certificates shall include a provision that the insurer will give Buyer at least thirty (30) days advance notice of any changes in, cancellation of or non-renewal of coverage. Supplier shall require that any Permitted Subcontractor it employs carry the same coverage in the same limits as set out in Section 23.01, and any other coverage as Supplier deems appropriate, and shall provide proof.
    Supplier's failure to comply with any of the insurance requirements in the Order, including failure to secure endorsements on policies as may be necessary, shall not limit or relieve Supplier from any of its obligations under the Order.
24. Term and Termination. This Order shall continue for the period specified (or, if not specified, until completed) unless terminated earlier (in whole or in part): (a) as set forth herein; (b) by Buyer, with or without cause, upon immediate notice; or (c) by Supplier if Buyer fails to cure a breach within thirty (30) days after notice. Any permitted termination (or expiration) shall be without penalty (including termination fees) and shall not relieve or release either Party from any rights, liabilities or obligations that have accrued under the law or the Order.
25. Force Majeure.
    25.01. Events. In no event (except for the payment of money due), shall either Party be responsible for its failure to perform its obligations under this Order due to causes beyond its reasonable control such as acts of God, fire, theft, war, riots, embargoes or acts of civil or military authorities (each, a "Force Majeure Event"). If delivery of the Goods and/or Services is to be delayed, Supplier shall promptly give written notice to Buyer of the event and the anticipated period of delay. If non-performance continues for seven (7) days (or more), Buyer may extend the time of performance or terminate the Order (or affected portion thereof). Failure to provide said written notice in accordance with the foregoing shall preclude the other Party from relying on said Force Majeure Event for purposes of claims for any additional time for performance. Supplier shall allocate any shortage of Goods and/or Services among Buyer and Supplier's other customers in proportion to the quantities supplied during the preceding year. A Party's financial inability to perform, changes in cost or availability of materials, components, services, market conditions, supplier actions or contract disputes will not excuse performance by either Party under this Section. The Supplier shall diligently use all reasonable efforts to end the Force Majeure Event, ensure that the effects of any Force Majeure Event are minimalized and resume full performance under this Order as soon as practicable.
    25.02. Prolonged Delay. Upon the occurrence of a Force Majeure Event, a prolonged need for or delay in the delivery of Goods and/or Services, or in the event that an interruption in operations by a Force Majeure Event may reasonably be anticipated to continue for a prolonged period, Buyer may terminate this Order without this giving rise to any claim for

compensation from Supplier other than for Goods and/or Services delivered up to the time of termination. The meaning of "prolonged" in this sub-clause shall depend upon the effect of the delay or period of interruption on Buyer's overall production schedules and programs of which the delivery of Goods and/or Services forms part. Within this context a delay or period of interruption of less than seven (7) days might be "prolonged", but if this is not the case any delay of seven (7) days or more shall in any event be deemed to be "prolonged".

26. Notices. All notices and approvals under the Order shall be in writing and deemed given to the receiving Party when: (a) received at the facsimile number specified; (b) delivered by hand to the person specified at the address specified; or (c) delivered by registered or certified mail, return receipt requested, to the person specified at the address specified. If a Party does not specify such information, the address on the Order shall be used. Either Party may change its information upon ten (10) days' notice to the other.
27. Assignment. This Order, including any right or obligation hereunder, shall not by transferable or assignable by either Party without the other Party's written consent, except that: (a) Buyer may assign this Order, in whole or in part, without consent to Buyer's affiliate; (b) Buyer may assign this Order, in whole or in part, without consent to a Divested Business that utilizes the purchased Goods and/or Services; and (c) as of the effective date of such assignment, the applicable assignee and not the assignor (Buyer or its affiliates), shall be responsible and liable for the obligations, and Supplier agrees that its recourse, if any, with respect to any liabilities or issues related to any assignee's performance, acts or omissions under this Order resides solely in, and Supplier agrees to pursue solely, the specific assignee in question. Any dissolution, merger, consolidation, or other reorganization of Supplier, or the sale or other transfer of a controlling percentage of the ownership of Supplier or the sale of substantially all of Supplier's assets shall be deemed an assignment for purposes of this Order. "Divested Business" means any division, marketing unit or business unit or any part or portion thereof, that Buyer or Buyer's affiliate sells or otherwise transfers, whether through a sale of assets, stock, merger or other form of transaction and the legal entity resulting therefrom, and any division, marketing unit or business unit sold prior to the effective date of this Order by Buyer or Buyer's affiliate or any predecessor thereof.
28. Applicable Law and Jurisdiction. The Order shall be governed by, and construed and enforced in accordance with, the laws of the country that Buyer is duly registered as an legal entity, without giving effect to the principles of conflicts of law The United Nations Convention on Contracts for the International Sale of Goods shall not govern this Order.

29. Dispute Resolution

    Any dispute, controversy or claim arising out of or connected with the Order or the interpretation, breach, termination or validity hereof, including a dispute as to the validity or existence of the Order, shall be resolved through consultations. Such consultation shall begin immediately after any party hereto has delivered to the other party hereto a written request for such consultation. If within thirty (30) days following the date on which such request is given, the dispute cannot be resolved, each Party consents and submits the dispute to the exclusive jurisdiction of, and service of process by, the court of the place where Buyer is duly registered.

30. Conflict Minerals. If Supplier supplies tin, tantalum, tungsten or gold (the "Conflict Minerals") or products containing such Conflict Minerals to Buyer, (i) Supplier commits to comply with all applicable laws and regulations related to Conflict Minerals; (ii) Supplier agrees to cooperate with Buyer by providing all necessary information in connection with Buyer's reasonable country of origin inquiry, and due diligence as necessary, with regard to products supplied by Supplier to Buyer which are Conflict Minerals or that contain Conflict Minerals; and (iii) Supplier must source Conflict Minerals from and verify to Buyer that the smelters or refiners in Supplier's supply chain are contained in the Conflict Free Smelter Program ("CFSP") compliant smelter list or have been validated as complying with the CFSP audit protocols via any similarly acceptable program. The CFSP publishes a list of smelters and refiners that are conflict free that is available at http://www.conflictfreesourcing.org/conflict-free-smelter-program/. Should Supplier fail to comply with the terms of this Section for any reason, and at any time, Buyer reserves the right to immediately terminate or suspend this Order with such non-compliant Supplier, without any liability whatsoever.
31. California Proposition 65. As applicable, Supplier warrants it complies with California's Proposition 65 also known as the Safe Drinking Water and Toxic Enforcement Act of 1986 and shall: a) Notify Buyer of components and/or material, including packaging material, that qualify under Proposition 65 and certify that such components and/or material, including packaging material, are in compliance with the California Proposition 65 regulation; b) Immediately inform Buyer of any substances listed in Proposition 65 (https://oehha.ca.gov/proposition-65/proposition-65-list); and c) Monitor substances proposed for inclusion in the Proposition 65 List, and warrant that those substances have the appropriate Proposition 65 labeling.
32. Statutory Employer. Solely for purposes of any workers' compensation law that might be applicable to the Services provided under this Order (the "Statutory Employer Law"), Buyer and Supplier agree that (a) all work performed or Services provided by Supplier and its employees pursuant to this Order are an integral part of and are essential to the ability of Buyer to generate Buyer's goods, products and services for purposes of the Statutory Employer Law and (b) that Buyer is the principal or statutory employer of Supplier's employees for the purposes of the Statutory Employer Law. Irrespective of Buyer's status as the statutory employer or special employer (as defined in the Statutory Employer Law or otherwise) of Supplier's employees, Supplier shall remain primarily responsible for the payment of worker's compensation benefits to its employees and shall not be entitled to seek contribution for any such payments from Buyer.
33. Severability. If any term or provision of this Order is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Order or invalidate or render unenforceable such term or provision in any other jurisdiction. Any provision that, by their nature should survive, shall survive termination (or expiration) of this Order or any related agreement.
34. Entire Agreement. Unless expressly stated otherwise, the Order supersedes all prior discussions and agreements and represents the entire agreement, between the Parties with respect to the subject matter hereof. This Order may only be amended, modified, or supplemented by an agreement in writing signed by each Party hereto.
35. Setoff. Without prejudice to any other right or remedy it may have, Buyer reserves the right to set off at any time any amount owing to it by Supplier against any amount payable by Buyer to Supplier.
36. Limitation of Liability. Nothing in this Order shall exclude or limit (a) Supplier's liability under Section 21 and Section 22 hereof, or (b) Supplier's liability for fraud, personal injury or death caused by its negligence or willful misconduct.
37. Waiver. No failure to exercise, or delay in exercising any rights, remedy, power or privilege arising from the Order shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other further exercise thereof or the exercise of any other right, remedy, power or privilege.