

Purchase Order and must secure written approval from Globe prior to shipment.

11. **Right of Access:** Supplier shall grant Globe, its Customers, and regulatory authorities, to the extent necessary, access to all plant areas, test departments, warehouses and adjoining areas, as well as access to quality relevant documents. Reasonable restrictions imposed by the Supplier to safeguard business secrets will be accepted. Supplier shall also impose this requirement on all sub-suppliers utilized for work involving Globe orders.

12. **Title and Risk of Loss:** Title to material purchased by Globe under this Purchase Order shall vest in Globe when the material has been delivered at the F.O.B. point. If this Purchase Order calls for additional services such as unloading, installation, or the like to be performed after delivery, supplier shall retain risk of loss and damage to the material until the additional services have been performed. Notwithstanding the above, if Supplier is expressly authorized to invoice Globe for stocks prior to shipment, title to those stocks shall vest in Globe upon payment of the invoice.

13. **Cancellation:** Globe may at any time cancel this Purchase Order or in whole, or in part by written, faxed or emailed notice of verbal notice confirmed in writing. If this Purchase Order is terminated for Globe's convenience, any claim or Supplier shall be settled on the basis of reasonable cost it has incurred in the performance of this Purchase Order. If, however, cancellation is occasioned by Supplier's breach of any condition hereof including the Suppliers delay in delivery, Supplier shall not be entitled to any costs, and Globe shall have against Supplier all remedies provided by law and equity, including the right to purchase substitute materials elsewhere and charge Supplier with any losses incurred. Time is of the essence in this contract. Whenever Supplier has knowledge that an actual or potential labor dispute is delaying or threatens to delay its timely performance under this Purchase Order, Supplier shall immediately give written notice thereof to Globe.

14. **Tooling:** Unless otherwise specified in this Purchase Order, all tooling and/or all other articles required for the performance hereof shall be furnished by Supplier, maintained in good condition and replaced when necessary at Supplier's expense. If Globe agrees to pay supplier for "special tooling" either separately or as a stated part of the unit price of materials purchased herein, title to such tooling shall pass to Globe upon payment therefore and possession shall be given to Globe upon request.

15. **Assignment and Subcontracting:** Supplier shall not (a) assign any order, interest herein or any rights hereunder, or (b) subcontract any work to be performed hereunder, without the prior written consent of Globe. Any approved assignments to subcontractors shall include all applicable requirements in the purchasing documents, including key characteristics where required.

16. **Patents and Technical Data:** All drawings, blueprints, specifications, and other technical data or information furnished by Globe pursuant to this Purchase Order shall remain the property of Globe and shall not be disclosed to others or used for manufacturing purposes for other than Globe's order, without Globe's prior written permission. Supplier agrees to indemnify Globe and its customers against all judgments, decrees, costs and expenses arising from any claim of infringement in connection with the use or sale of materials delivered pursuant to this Purchase Order, alone, or in combination according to Supplier's specifications or recommendations, unless the materials are specifically made for Globe from a design originated by Globe and such infringement shall have necessarily resulted from Supplier's compliance with special design requirements set forth in specification or drawings or blueprints furnished by Globe.

17. **Taxes:** Any applicable state sales, use or federal excise taxes shall be shown separately on Supplier's invoice.

18. **Equal Opportunity Clause:** The equal opportunity clauses set forth in 41 C.F.R. §60-1.4, 41 C.F.R. §60-250.4 and 41 C.F.R. §60-741.4 will by reference become part of every contract and/or purchase order between a government contractor/Purchaser and Globe, which exceeds or will exceed, or has or will have with other contracts, a total value during any 12 month period exceeding \$10,000.

19. **Non-Segregated Facilities:** In connection with every contract and/or purchase order between a government contractor/Purchase and Globe, which exceeds or will exceed, or has or will have with other contracts, a total value during any 12 month period exceeding \$10,000, Globe certifies that it does not and will not maintain any facilities provided for employees in a segregated manner or permit its employees to perform services at any location under its control, where segregated facilities are maintained. If the contract(s) and/or purchase order(s) between Globe and your company as supplier on a government contract exceeds or will exceed with other contracts and or purchase orders, a total value during any 12 month period of \$10,000, your company certifies that it does not and will not maintain any facilities provided for employees in a segregated manner, or permit its employees to perform services at any location, under its control, where segregated facilities are maintained.

20. **Affirmative Action Program:** If your company as supplier on a government contract has 50 or more employees and a contract and/or purchase order with Globe which exceeds or will exceed with other contracts and/or purchase orders, at total value during any 12 month period, of \$50,000, your company certifies that is has developed and has on file or will develop and have a file, a written affirmative action compliance program for each of its establishments and will comply with the provisions of 41 C.F.R. §60-1.40.