

## Purchase Order Terms and Conditions (Applicable to All Purchase Orders)

### 1. Acceptance of Purchase Order

Seller's agreement to furnish the materials, products or services hereby ordered, commencement of performance, or acceptance of any payment, shall constitute Seller's acceptance of the Purchase Order subject to these terms and conditions. Any terms or conditions proposed by Seller inconsistent with or in addition to the terms and conditions herein contained shall be void and of no effect unless specifically agreed to by Buyer in writing. Modifications or changes hereto shall be made only as provided in Paragraph 8, Changes, below.

### 2. Delivery

- a. Time is of the essence. Seller shall deliver the items or perform the services required in the Purchase Order on the location indicated as per the delivery schedule. Seller agrees that if it should fail to timely deliver any item in the Purchase Order, Buyer shall have the right to terminate the order in whole or in part. Any penalty or cost that may accrue to the Buyer due to Seller's failure to deliver on time shall be borne by the Seller. No acts of Buyer, including without limitation modifications of the Purchase Order or acceptance of late deliveries, shall constitute waiver of this provision.
- b. Seller shall immediately notify Buyer in writing of any actual or potential delay to the performance of the Purchase Order. Such notice shall include a proposed revised schedule. Buyer's receipt of the notice or acceptance of the revised schedule shall not constitute a waiver to Buyer's rights and remedies herein provided.
- c. During performance of the Purchase Order, Seller shall notify Buyer of any planned obsolescence of the good(s), if any, set out in the Purchase Order.

### 3. Shipping and Packing

- a. It is Seller's responsibility to ensure proper packaging and transport of the ordered items. Packing shall be in accordance with current standard commercial practices and sufficient to prevent damage or deterioration of the items under normal transport and storage conditions. Additional charges for shipping and packing are not allowed unless provided in the Purchase Order.
- b. Seller shall comply with Buyer's written shipping and delivery instructions stated in the Purchase Order. All items shall be properly marked or labeled. Shipping documents, packing sheets, delivery receipts, and invoices shall indicate the corresponding Purchase Order number.
- c. Unless otherwise stated, original software license keys, warranty cards, users' manuals, and other supplemental documents shall be included in the delivery.

### 4. Inspection and Acceptance

- a. The Seller shall only tender for acceptance those items that conform to the requirements of the

Purchase Order. The Buyer reserves the right to inspect or test any supplies or services that have been tendered for acceptance. Inspections and tests by Buyer or Buyer's failure to inspect shall not relieve the Seller of responsibility for defects or other failures to meet contract requirements.

- b. The Buyer may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in contract price. Cost of repair, rework, replacement, inspection, transportation, repackaging, and/or re-inspection by Buyer shall be at Seller's expense.
- c. If repair/replacement or re-performance will not correct the defects or is not possible, the Buyer may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services.
- d. If the Seller fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, Buyer may (1) by contract or otherwise, perform the services and charge to the Seller any cost incurred by the Buyer that is directly related to the performance of such service; or (2) terminate the contract for default.
- e. Buyer or its authorized representative shall have the right at any time during normal business hours of Seller to review records or inspect materials or services required to be furnished by Seller under the Purchase Order at Seller's or Seller's subcontractor premises without additional charge to the Buyer. Seller shall flow-down this requirement to its subcontractors for the benefit of Buyer.

## 5. Warranty

- a. Seller warrants the goods delivered pursuant to the Purchase Order, unless specifically stated otherwise, shall be (i) new, (ii) free from defects in workmanship, materials, and design, and (iii) in accordance with all the requirements of the Purchase Order. Seller further warrants that the performance of work and services shall conform with the requirements of the Purchase Order and to high professional standards. All warranties in the Purchase Order shall survive inspection, test, final acceptance and payment of goods and services.
- b. Seller warrants that any hardware, software and firmware goods delivered, as applicable, under the Purchase Order: (i) does not contain any viruses, malicious code, Trojan horse, worm, time bomb, self-help code, back door, or other software code or routine designed to: (a) damage, destroy or alter any software or hardware; (b) reveal, damage, destroy, or alter any data; (c) disable any computer program automatically; or (d) permit unauthorized access to any software or hardware; (ii) shall not contain any third party software (including software that may be considered free software or open source software) that (a) may require any software to be published, accessed or otherwise made available without the consent of Buyer, or (b) may require distribution, copying or modification of any software free of charge; and (iii) shall not infringe any patent, copyright, trademark, or other proprietary right of any third party or misappropriate any trade secret of any third party.
- c. Seller warrants that only authentic, unmodified electronic parts or assemblies containing electronic parts from the original manufacturer, or a source with the express written authority of the original manufacturer or current design activity, including an authorized aftermarket manufacturer, are delivered for the Purchase Order.
- d. Seller warrants that the goods delivered pursuant to the Purchase Order shall (i) be and only

contain materials obtained directly from the Original Component Manufacturer (OCM) or the Original Equipment Manufacturer (OEM), or an authorized Original Manufacturer (OM) reseller or distributor; (ii) not be or contain Counterfeit Items; and (iii) contain only authentic, unaltered OM labels and other markings. Seller shall obtain and retain all documentation required to fully trace the distribution and sale of the goods delivered hereunder back to the relevant OM, and, on request of Buyer, shall provide such authenticating documentation. If, during Buyer's inspection procedures, a good delivered hereunder is discovered to be a Counterfeit Item or Suspect Counterfeit Item, Buyer shall have the right to quarantine the good for further investigation of its authenticity. Buyer's investigation may include the participation of third parties or governmental investigative agencies as required by law or regulations, by Buyer's customer, or by Buyer, in its sole discretion. The Seller and/or the Seller's lower-tier subcontractors shall cooperate in good faith with any investigation conducted by Buyer, including, but not limited to, cooperation by Seller's or Seller's lower-tier subcontractor's staffs responsible for the maintenance and disclosure of all design, development, manufacturing, and traceability records with respect to the good in possession of Seller or Seller's lower-tier subcontractor. Upon Buyer's request, Seller shall provide Buyer certificates of conformance with respect to the goods delivered. Buyer shall not be required to return the good to the Seller during the investigation process or thereafter. Buyer shall not be liable for payment to Seller of the price of any Suspect Counterfeit Items under investigation. When so authorized by Buyer, Seller shall be responsible for counterfeit risk mitigation testing and providing traceability identifiers (i.e. Date Code / Lot Code, Serial number) for Broker procured parts, and identifying items delivered to Buyer that contain such parts. Seller shall include the substance of this Section in any agreement between Seller and its lower tier suppliers.

- e. Seller shall be liable for and save Buyer harmless from any loss, damage, or expense whatsoever that Buyer may suffer from breach of any of these warranties. Remedies shall be at Buyer's election, including, but not limited to, the prompt repair, replacement or reimbursement of the purchase price of nonconforming goods and, in the case of services either the prompt correction of the defective services at no cost or reimbursement of the amounts paid for such services. Return to Seller of defective or nonconforming goods and redelivery to Buyer of repaired or replaced goods shall be at Seller's expense. Seller shall promptly comply with Buyer's direction to (i) repair, rework or replace the goods, (ii) furnish any material or parts and installation required to successfully correct the defect or nonconformance or (iii) successfully correct the defective or nonconforming service.
- f. These warranty entitlements shall inure to the benefit of both Buyer and Buyer's customers. As used in the Purchase Order, Buyer's customer(s) shall include its direct and indirect customers such as direct sale end-users, higher-tier subcontractors, prime contractors and the ultimate user under relevant prime contract(s).

## 6. Termination for Convenience

- a. The Buyer may, by written notice, terminate the Purchase Order for convenience and without cause, in whole or in part, at any time, and such termination shall not constitute default. In the event of such termination, the Seller shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Seller shall complete performance of the work not terminated in case of partial termination.
- b. Buyer shall be liable only for payment of services rendered or goods delivered before the effective date of termination. Seller shall be reimbursed for actual, reasonable, substantiated and allocable costs, plus a reasonable profit for work performed to date of termination. Seller

shall promptly submit to Buyer any termination settlement proposal, but no later than ninety (90) days from the effective date of the termination. If the Seller fails to submit the proposal within the time allowed, the Buyer may determine, on the basis of information available, the amount, if any, due the Seller because of the termination and shall pay the amount determined.

- c. In no event shall the amount of any settlement be in excess of the Purchase Order value. Buyer may take immediate possession of all goods, complete or incomplete, and all products resulting from services upon written notice of termination to Seller.

## 7. Termination for Default

- a. The Buyer may terminate the Purchase Order, or any part hereof, for cause in the event of any default by the Seller, or if the Seller fails to comply with any contract terms and conditions, or fails to provide the Buyer, upon request, with adequate assurances of future performance, or Seller's suspension of business, insolvency, or any assignment, reorganization, or arrangement by Seller for the benefit of its creditors.
- b. If Buyer terminates the Purchase Order for default, it may acquire, under the terms and in the manner it considers appropriate, supplies or services similar to those terminated, and the Seller will be liable to the Buyer for any excess costs for those supplies or services. Further, the Seller and its sureties shall be liable for any damage to the Buyer resulting from the Seller's refusal or failure to deliver the ordered supplies or services within the specified time, whether or not the Seller's right to proceed is terminated. This liability includes any increased costs incurred by the Buyer as a result of Seller's failure to complete the deliveries.
- c. Except for defaults of subcontractors at any tier, the Seller shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Seller. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Seller.
- d. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Seller and subcontractor, and without the fault or negligence of either, the Seller shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Seller to meet the required delivery schedule.
- e. If the Purchase Order is terminated for default, the Buyer may require the Seller to transfer title and deliver to the Buyer, as directed by the Buyer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Seller has specifically produced or acquired for the terminated portion of the Purchase Order. Upon direction of the Buyer, the Seller shall also protect and preserve property in its possession in which the Buyer has an interest.
- f. The Buyer shall pay contract price for completed supplies delivered and accepted. The Buyer shall not be liable to the Seller for any amount for supplies or services not accepted, and the Seller shall be liable to the Buyer for any and all rights and remedies provided by law. The Seller and Buyer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree shall be

a dispute. The Buyer may withhold from these amounts any sum the Buyer determines to be necessary to protect its interest against loss because of outstanding liens or claims of former lien holders.

- g. In the event of partial termination, Seller shall continue the work not terminated.
- h. If, after termination, it is determined that the Seller was not in default, or that the default was excusable, such termination shall be deemed a termination for convenience and the rights and obligations of the parties shall be the same as if the termination had been issued for convenience.

## 8. Changes

- a. Buyer may at any time, by written notice, suspend or stop work or to make changes in the services to be rendered or the goods to be furnished by Seller or the delivery schedule. If such suspension, stoppage or changes cause an increase or decrease in the cost of performance of the Purchase Order or in the time required for its performance, an equitable adjustment shall be negotiated promptly and the Purchase Order shall be modified in writing accordingly. Any claim by Seller for adjustment under this Paragraph 8(a) must be asserted in writing within twenty (20) days from the date of receipt by Seller of notification of the change or suspension and shall be followed as soon as practicable with specification of the amount claimed and supporting cost figures. However, nothing herein shall excuse Seller from proceeding with the Purchase Order as changed pending resolution of the claim.
- b. Information, advice, approvals or instructions given by Buyer's technical personnel or other representatives shall be deemed expressions of personal opinion only and shall not affect Buyer's and Seller's rights and obligations hereunder unless set forth in writing signed by Buyer's authorized Purchasing Representative and which states it constitutes a modification or change to the Purchase Order.

## 9. Assignments, Subcontracting, Organizational Changes

- a. Seller may not assign any rights, delegate any of its obligations due or to become due under the Purchase Order, or subcontract any part of the Purchase Order without the prior written consent of Buyer. Any purported assignment, delegation, or subcontracting by Seller without such consent shall be void. Approval to subcontract is not a release or waiver of any obligation of Seller or right of Buyer. In cases where assignment or subcontract is authorized, the Seller shall not furnish or disclose to any assignee or subcontractor any classified document (including the Purchase Order) or information related to work under the Purchase Order unless authorized by the Buyer in writing. Seller is responsible for all actions or inactions of any of its subcontractor and shall bind its subcontractors for the benefit of Seller and Buyer under these terms. As applicable, any subcontract awarded to a foreign person, as defined in the International Traffic in Arms Regulations (ITAR) or the Export Administration Regulations, must comply with U.S. Export and Import Controls laws and regulations.
- b. Seller shall promptly notify Buyer in writing of any organizational changes made by Seller, including name or ownership changes, mergers or acquisitions.

## 10. Proprietary Rights

- a. Unless otherwise expressly agreed in writing to the contrary or otherwise expressly set forth in the Purchase Order and subject to Paragraph 10(d) below, all specifications, information,

data, drawings, software and other items supplied to Buyer by Seller shall be disclosed to Buyer on a non-proprietary basis and may be used and/or disclosed by Buyer without restriction.

- b. Unless otherwise expressly agreed in writing to the contrary or otherwise expressly set forth in the Purchase Order and subject to Paragraph 10(d) below, all specifications, information, data, drawings, software and other items which are (i) supplied to Seller by Buyer or (ii) obtained or developed by Seller in the performance of the Purchase Order or paid for by Buyer shall be proprietary to Buyer, shall be used only for purposes of providing goods or services to Buyer pursuant to the Purchase Order, and shall not be disclosed to any third party without Buyer's express written consent. All such items supplied by Buyer or obtained by Seller in performance of the Purchase Order or paid for by Buyer shall be promptly provided to Buyer on request or upon completion of the Purchase Order.
- c. Unless otherwise expressly agreed in writing to the contrary or otherwise expressly set forth in the Purchase Order and subject to Paragraph 10(d) below, any invention or intellectual property first made or conceived by Seller in the performance of the Purchase Order or which is derived from or based on the use of information supplied by Buyer shall be considered to be the property of Buyer; and Seller shall execute such documents necessary to perfect Buyer's title thereto. Unless otherwise expressly agreed in writing to the contrary or otherwise expressly set forth in the Purchase Order and subject to Paragraph 10(d) below, any work performed pursuant to the Purchase Order which includes any copyright interest shall be considered a "work made for hire". Subject to Paragraph 10(d) below, to the extent any of such works do not qualify as a "work made for hire", Seller hereby assigns to Buyer all its intellectual property rights, including its copyright rights, in such works effective immediately upon creation of such works, including when they are first fixed in a tangible medium.
- d. Applicable U.S. Government Procurement Regulations incorporated into the Purchase Order shall, when applicable, take precedence over any conflicting provision of this Section 10 to the extent that such Regulations so require. The incorporation by reference of such U.S. Government Regulations dealing with subcontractors rights in Technical Data, subject inventions, copyrights, software and similar intellectual property are not intended to, and shall not, unless otherwise required by applicable law, obviate or modify any greater rights which Seller may have previously granted to Buyer pursuant to prior agreements between the Parties.

## 11. Infringement

Seller shall indemnify and save and hold harmless the Buyer, or any of Buyer's customers, against any liability, including all costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy arising out of the creation, delivery, or use, of any goods or services, which are not of Buyer's design, furnished by the Seller under the Purchase Order.

## 12. Buyer's Property

- a. All drawings, tools, jigs, dies, fixtures, materials, and other property supplied or paid for by Buyer shall be and remain the property of Buyer; and if Seller fails to return such property upon Buyer's demand, Buyer shall have the right, upon reasonable notice, to enter Seller's premises and remove any such property at any time without being liable for trespass or damages of any sort.

- b. All such items shall be used only in the performance of work under the Purchase Order unless Buyer consents otherwise in writing.
- c. Goods made in accordance with Buyer's specifications and drawings shall not be furnished or quoted by Seller to any other person or concern without Buyer's prior written consent.
- d. Seller shall have the obligation to maintain any and all property furnished by Buyer to Seller and all property to which Buyer acquires an interest by the Purchase Order and shall be responsible for all loss or damage to said property except for normal wear and tear.
- e. Upon request, Seller shall provide Buyer with adequate proof of insurance against such risk of loss or damage.
- f. Seller shall clearly mark, maintain in inventory, and keep segregated or identifiable all of Buyer's property it has in its possession.

### 13. Release of Information

Seller shall not publish, distribute, or use any information developed under or about the Purchase Order, or use Atheeb Intergraph Saudi Company (AISC)'s name (or the name of any division, affiliate or subsidiary thereof), logo, trademark, service mark, or trade dress for the purpose of advertising, making a news release, creating a business reference, creating a website content or for goods or service endorsement without prior written approval of Buyer.

### 14. Compliance with Law

- a. Seller warrants that it has and shall maintain all registrations and licenses and shall obtain permits as required to perform the work hereunder.
- b. Seller warrants that the goods to be furnished and the services to be rendered under the Purchase Order are manufactured, sold, and rendered in compliance with all relevant laws, orders, ordinances, rules, and regulations, including, but not limited to, applicable international prohibitions on child labor, anti-corrupt practices, and hazardous materials.
- c. For Purchase Orders placed in support of and charged to a U.S. Government Prime Contract or subcontract, applicable clauses set forth in the U.S. Federal Acquisition Regulations (FAR) or supplement in effect as of the date of the prime contract or higher-tier subcontract are incorporated herein by reference as if set forth in full text unless made inapplicable by its corresponding note, if any.
- d. Seller warrants that it has complied with the U.S. Anti-Kickback Act of 1986 and has not offered or given and will not offer or give to any employee, agent, or representative of Buyer any gratuity or any kickback within the meaning of the Anti-Kickback Act of 1986. Any breach of this warranty shall be a material breach of each and every contract between Buyer and Seller.
- e. Seller further agrees to defend, indemnify and save Buyer harmless from any loss, damage, fine, penalty, or expense whatsoever that Buyer may suffer as a result of Seller's failure to comply with the warranties and certifications in this Section. The foregoing is in addition to and not in mitigation of any other requirements of the Purchase Order.

### 15. Severability

If any provision of the Purchase Order or application thereof is found invalid, illegal or unenforceable by

law, the remainder of the Purchase Order will remain valid, enforceable and in full force and effect, and the Parties will negotiate in good faith to substitute a provision of like economic intent and effect.

#### 16. Standards of Business Ethics and Conduct

By the acceptance of the Purchase Order, Seller represents that it has not participated in any conduct in connection with the Purchase Order that violates the Standards of Business Ethics and Conduct of Atheeb Intergraph Saudi Company (AISC) or, alternatively, equivalent Business Ethics and Conduct Standards of Seller. For purchases, subcontracts, or solicitations of items or services anticipated to amount to US\$150,000 or more, and are placed in support of and charged to a U.S. Government Prime Contract or subcontract, the Anti-Kickback Act of 1986 of the United States as referenced in FAR Clause 52.203-7 is hereby incorporated as a condition of acceptance. If, at any time, Buyer determines that Seller is in violation of the applicable Standards of Business Ethics and Conduct, Buyer may cancel the Purchase Order upon written notice to Seller and Buyer shall have no further obligation to Seller.

#### 17. Survivability

Seller's obligations that by their very nature must survive expiration, termination or completion of the Purchase Order, including but not limited to obligations under the Termination for Convenience, Termination for Default, Proprietary Rights, Release of Information, Warranty, Compliance with Law, and Seller Records provisions of the Purchase Order, shall survive expiration, termination or completion of the Purchase Order.

#### 18. Records Retention and Review

Seller shall maintain and retain financial and general records relating to the Purchase Order, including, but not limited to, supporting documentation and backup files, invoices, memoranda; *e.g.*, memoranda of negotiations showing the principal elements of subcontract price negotiations, records of manufacture, testing and inspection, as applicable, for a minimum period of five (5) years after completion of final delivery of materials, goods or services or for such longer period as required by Saudi Arabian laws or as may be specified elsewhere in the Purchase Order. Such records shall be kept complete and available to Buyer or its authorized representative to review as provided in para. 4(e), Inspection and Acceptance, above. Seller shall flow down this requirement to its subcontractors for the benefit of Buyer.

#### 19. Conflict Materials

For materials purchased to support a U.S. Government contract where U.S. Dodd-Frank Wall Street Reform and Consumer Protection Act, Article 1502, is applicable, the Seller shall, when requested by Buyer, provide the Buyer with information or assist to the best of its ability in obtaining information for Buyer to comply with annual reporting requirements of the U.S. Securities and Exchange Commission (SEC) about the source of tin, tantalum, tungsten or gold originating in the Democratic Republic of Congo ("DRC") or certain adjoining countries that are used in the products purchased as part of Buyer's reasonable country of origin inquiry (RCOI).

#### 20. FAR Provisions/Clauses

- a. For Purchase Orders placed in support of or charged to a United States Government ("Government") Prime Contract or higher-tier subcontract, in addition to the General Terms and Conditions above, applicable FAR and supplement clauses and provisions shall apply as required by the terms of the prime contractor by operation of law or regulation. The effective version of each FAR and supplement clause shall be the same version as that which appears



in Buyer's prime contract or higher-tier subcontract, under which the Purchase Order is a subcontract, and are incorporated herein by reference and are made available on the Internet at: <https://www.acquisition.gov/?q=browsefar>. In all clauses listed herein, terms shall be revised to suitably identify the party to establish Seller's obligations to Buyer and to the Government; and to enable Buyer to meet its obligations under the prime contract. Without limiting the generality of the foregoing, and except where further clarified or modified below, the term "Government" and equivalent phrases shall mean "Buyer", the term "Contracting Officer" shall mean "Buyer's Purchasing Representative", the term "Contractor", "Supplier", or "Offeror" shall mean "Seller", "Subcontractor" shall mean "Seller's Subcontractor" under the Purchase Order, and the term "Contract" shall mean this "Purchase Order". For the avoidance of doubt, the words "Government" and "Contracting Officer" do not change: when a right, act, authorization or obligation can be granted or performed only by the Government or the prime contract Contracting Officer or duly authorized representative, for example as in FAR 52.227-1 or FAR 52.227-2, or when title to property is to be transferred directly to the Government. The listed FAR and supplement clauses are incorporated herein as if set forth in full text unless made inapplicable by their corresponding notes, if any. If any of the FAR or supplement clauses do not apply to the Purchase Order, such clauses are considered to be self-deleting.

- b. Any dispute arising under the Purchase Order relating to any decision of the Contracting Officer under the prime contract shall be resolved in accordance with this Paragraph 20.
  - i. Notwithstanding any other provisions in the Purchase Order, any decision of the Contracting Officer under the prime contract which binds Buyer shall bind both Buyer and Seller to the extent that it relates to the Purchase Order, provided that (i) the Buyer notifies with reasonable promptness the Seller of such decision and (ii) The Buyer, at its sole discretion, authorizes in writing the Seller to appeal in the name of the Buyer such decision at its own expense; or (iii) if Buyer should appeal such decision, Buyer at its sole discretion offers to the Seller the opportunity at its own expense to join Buyer in such appeal. Further, (iv) any decision upon such appeal, when final, shall be binding upon the Seller and Seller shall have no recourse against Buyer for any damages that allegedly resulted from the decision of the Contracting Officer, (v) Seller shall keep Buyer informed of any appeal it makes by providing copies of all pertinent documents to Buyer and (vi) Seller shall indemnify and save harmless Buyer from any and all liability of any kind incurred by or imputed to Buyer under Section 5, "Fraudulent Claims," of the Contract Disputes Act of 1978, as amended, (41 U.S.C. 7103 (c)(2), Fraudulent Claims) if Seller is unable to support any part of its claim and it is determined that such inability is attributable to fraud or misrepresentation of fact on the part of Seller.
  - ii. Pending any prosecution, appeal, or final decision or settlement of any dispute arising under the Purchase Order, the Seller shall proceed diligently, as directed by Buyer, with the performance of the Purchase Order.
  - iii. Nothing in this Paragraph 20 nor any authorization or offer that may be made shall be deemed to constitute acceptance or acknowledgment by Buyer of the validity of Seller's claim or any part thereof, nor be deemed to limit or in any way restrict Buyer from taking any actions, including available remedies, it deems appropriate to protect its own interests.
  - iv. As used in this Paragraph 20 the word "appeal" means an appeal taken under the Contract Disputes Act of 1978, as amended.