

TEC Purchase Terms and Conditions

1. Applicability, Definitions, and Acceptance

These Purchase Terms and Conditions ("Terms") apply to each purchase order, order, release, or other purchasing document issued by TEC (each, a "Purchase Order") to the supplier identified therein ("Supplier"), unless otherwise expressly agreed by TEC in a writing signed by an authorized representative of TEC.

For purposes of these Terms, "Goods" means all goods, materials, components, parts, equipment, software, documentation, and other items furnished under a Purchase Order, and "Services" means all services, labor, engineering, design, consulting, repair, maintenance, development, or other work furnished under a Purchase Order.

Supplier's acceptance of a Purchase Order, commencement of performance, shipment of any Goods, or provision of any Services under a Purchase Order constitutes Supplier's acceptance of these Terms and all specifications, delivery requirements, prices, and other requirements stated in the applicable Purchase Order.

TEC expressly objects to and rejects any additional or different terms contained in Supplier's quotation, proposal, acknowledgment, invoice, website, portal, click-through terms, or other document or communication, unless TEC expressly accepts such terms in a writing signed by an authorized representative of TEC. Supplier's performance is not conditioned on TEC's acceptance of any additional or different terms.

Where a provision of these Terms is identified as conditional, such provision applies only to the extent required by applicable law, regulation, the Purchase Order, an applicable prime contract or subcontract, or another written flowdown requirement provided by TEC.

2. Pricing, Invoicing, Taxes, and Changes

Invoices shall reflect the prices and terms stated in the applicable Purchase Order. Unless otherwise expressly stated, prices include all costs associated with packaging, handling, storage, insurance, and other expenses necessary to perform the Purchase Order, except separately stated transportation charges expressly authorized by TEC.

Supplier shall not impose surcharges, expedite fees, minimum-order charges, or other additional amounts unless expressly authorized by TEC in writing before the applicable cost is incurred.

Any change to price, terms, quantities, specifications, delivery schedule, scope, or other Purchase Order requirements must be authorized by TEC in writing before shipment or performance. Supplier shall promptly notify TEC if Supplier believes any direction from TEC constitutes a change and shall not proceed with work affected by such alleged change without written authorization, except where necessary to protect persons or property.

Unless otherwise expressly stated in the applicable Purchase Order or agreed by TEC in writing, payment terms are Net Forty-Five (45) days following TEC's inspection and acceptance of the Goods and/or Services received and receipt of a correct and complete invoice. Payment shall not constitute acceptance of any Goods or Services that are later determined to be nonconforming.

Supplier is responsible for all taxes, duties, assessments, and similar charges imposed on Supplier in connection with its performance, except taxes that TEC is legally required to pay directly and that are separately stated on the applicable invoice. Supplier shall honor any valid exemption documentation provided by TEC.

3. Delivery, Packing, Title, and Risk of Loss

Supplier shall deliver all Goods and perform all Services within the time specified in the applicable Purchase Order. Time is of the essence unless the Purchase Order expressly states otherwise.

Packing slips shall accompany all shipments and shall identify, at a minimum, the applicable Purchase Order number, item number, quantity shipped, part number or description, and any lot, serial, heat, batch, or other traceability information required by the Purchase Order.

Unless otherwise expressly stated in the Purchase Order, title to Goods shall pass to TEC upon delivery to the delivery location specified by TEC, free and clear of all liens and encumbrances. Risk of loss shall remain with Supplier until TEC receives the Goods at that location, except to the extent a different allocation is expressly stated in the Purchase Order.

TEC may cancel all or any portion of a Purchase Order if delivery is not made within the required time, without penalty, or limiting any other rights or remedies available to TEC.

4. Inspection, Acceptance, Rejected and Nonconforming Goods and Services

Supplier shall ensure that all Goods and Services furnished under a Purchase Order conform to all applicable specifications, drawings, standards, samples, statements of work, Purchase Order requirements, and other requirements communicated by TEC.

TEC may inspect and test Goods and Services at reasonable times and places, including at Supplier's facilities where appropriate. Inspection, testing, payment, use, or prior acceptance does not waive TEC's rights with respect to latent defects, fraud, warranty obligations, or nonconformities not reasonably discoverable during initial inspection.

Supplier shall notify TEC promptly upon discovery of any actual or suspected nonconforming Goods or Services affecting a Purchase Order, including nonconformity discovered after delivery. Supplier shall not deliver nonconforming Goods or Services without TEC's prior written authorization.

Goods or Services that do not conform to applicable requirements may, at TEC's option and without prejudice to other remedies, be rejected, returned for credit or refund, required to be repaired, reworked, replaced, reperformed, or otherwise corrected. Supplier shall bear all freight, inspection, sorting, testing, rework, replacement, administrative, and other reasonable costs incurred by TEC as a result of the nonconformity, to the extent permitted by applicable law.

Supplier shall obtain TEC's written approval before implementing any disposition that would result in delivery of Goods or Services that do not fully conform to Purchase Order requirements.

5. Supplier Performance, Quality, and Corrective Action

TEC may monitor Supplier performance, including product or service conformity, quality, responsiveness, and on-time delivery. Supplier shall maintain acceptable performance in accordance with criteria established or communicated by TEC.

TEC may require Supplier to investigate actual or potential deficiencies, perform root-cause analysis, implement corrective or preventive action, and provide written evidence of completion. Supplier shall maintain an appropriate quality-management system where required by the Purchase Order, applicable law, customer requirements, or written flowdown.

6. Back-orders

Supplier shall promptly notify TEC of any anticipated shortage or back-order and provide the expected availability date. Supplier shall ship all back-ordered quantities freight prepaid at Supplier's expense when the back-ordered shipment is below the applicable minimum freight threshold, unless otherwise agreed by TEC in writing.

7. Compliance with Laws

By accepting a Purchase Order, Supplier warrants that all Goods, Services, and work provided under the Purchase Order shall comply with all applicable federal, state, and local laws, regulations, ordinances, rules, and legal requirements.

Supplier shall obtain and maintain all licenses, permits, approvals, registrations, and authorizations required for its performance. Supplier shall promptly notify TEC of any actual or alleged violation that could reasonably affect Supplier's performance, the Goods or Services, TEC, or TEC's customer.

To the extent applicable, Supplier shall comply with export-control, sanctions, import, customs, anti-bribery, anti-corruption, labor, environmental, health, safety, and product-compliance requirements applicable to the Purchase Order. Supplier shall not export, reexport, transfer, release, or disclose controlled items, technical data, software, or information in violation of applicable law or written restrictions communicated by TEC.

8. Business Interruption and Force Majeure

In the event TEC's business is interrupted in whole or in part by fire, flood, windstorm, earthquake, war, strike, embargo, act of God, governmental action, epidemic or pandemic, utility or transportation disruption, or any other cause beyond TEC's reasonable control, TEC may suspend performance or cancel any undelivered portion of a Purchase Order, in whole or in part, without penalty.

Supplier shall promptly notify TEC in writing of any event beyond Supplier's reasonable control that materially threatens Supplier's ability to perform, identify the expected duration and affected obligations, and use commercially reasonable efforts to mitigate the impact. Supplier shall continue unaffected performance to the extent reasonably practicable. A force-majeure event does not excuse Supplier's obligations regarding confidentiality, cybersecurity, CUI, intellectual property, records preservation, or protection of TEC property.

9. Suspect, Counterfeit, and Fraudulent Parts

Supplier warrants that suspect, counterfeit, or fraudulent components or parts shall not be provided as part of any end item delivered under a Purchase Order.

Items containing suspect, counterfeit, or fraudulent parts shall not be accepted by TEC. Supplier shall maintain appropriate prevention, detection, traceability, reporting, and control processes and shall promptly notify TEC of any actual or suspected counterfeit, fraudulent, or suspect part affecting a Purchase Order.

10. Cybersecurity and Information Protection

Supplier shall implement appropriate administrative, technical, and physical safeguards consistent with generally accepted industry practices to protect TEC information from unauthorized access, use, disclosure, alteration, loss, or destruction.

- maintain supported information systems with current security updates and appropriate malware protection;
- limit access to TEC information to personnel authorized to perform work for TEC;
- notify TEC within twenty-four (24) hours of any actual or suspected cybersecurity incident that could reasonably affect TEC information, systems, products, Services, or contract performance;
- not subcontract work involving TEC information without TEC's prior written approval;
- return or securely destroy TEC information upon TEC's request or completion or termination of the applicable Purchase Order, unless retention is required by law; and
- provide reasonable evidence of compliance with applicable cybersecurity requirements upon TEC's request.

Supplier shall not disclose TEC proprietary information, export-controlled information, Controlled Unclassified Information ("CUI"), technical data, or other non-public TEC information to any publicly

accessible artificial intelligence or generative artificial intelligence service without TEC's prior written authorization.

If Supplier is granted remote access to TEC systems, Supplier shall use only TEC-approved access methods, employ multi-factor authentication where required by TEC, and comply with applicable TEC security requirements.

10.1 Federal and Defense Cybersecurity Requirements

To the extent applicable to a Purchase Order, Supplier shall comply with all federal, defense, prime-contract, and other cybersecurity requirements identified in the Purchase Order or otherwise flowed down by TEC.

Such requirements may include, as applicable, FAR 52.204-21, DFARS 252.204-7012, DFARS 252.204-7021, and any successor or replacement clauses.

If Supplier receives, creates, accesses, stores, processes, transmits, or otherwise handles CUI, Covered Defense Information ("CDI"), Federal Contract Information ("FCI"), or other information subject to federal cybersecurity requirements, Supplier shall comply with all requirements applicable to such information and shall flow down applicable requirements to lower-tier subcontractors as required by the relevant clause, Purchase Order, or prime contract.

TEC will identify CUI or other specially controlled information through contract documents, data markings, Purchase Order requirements, or other written notification.

10.2 Controlled Unclassified Information (CUI)

This Section 10.2 supplements Section 10.1 and applies specifically to the safeguarding and handling of CUI. To the extent Supplier receives, creates, accesses, stores, processes, transmits, or otherwise handles CUI in connection with a Purchase Order, Supplier shall protect such CUI in accordance with all requirements applicable to the Purchase Order, including applicable federal regulations, contract clauses, prime-contract flowdowns, and written requirements issued by TEC.

When handling CUI, Supplier shall implement and maintain the security requirements specified in NIST Special Publication 800-171, at the revision or version required by the applicable contract, contractual clause, or written flowdown, for all information systems that process, store, or transmit CUI.

- limit access to CUI to authorized personnel with a legitimate need to know;
- store, process, and transmit CUI only using information systems, facilities, services, and methods authorized for such use under the applicable Purchase Order or flowdown requirements;
- maintain required markings and safeguarding or dissemination controls associated with CUI and not remove, alter, or obscure such markings without authorization;
- protect CUI during transmission, storage, use, reproduction, transportation, and disposal in accordance with applicable requirements;
- notify TEC within twenty-four (24) hours of any actual or suspected loss, compromise, unauthorized disclosure, unauthorized access, or cybersecurity incident involving CUI, or within any shorter period required by an applicable contract clause, Purchase Order, or flowdown; this notice to TEC is in addition to, and does not replace, any independent governmental, prime-contractor, or other reporting obligation imposed on Supplier;
- comply with all applicable reporting, evidence-preservation, investigation, forensics, remediation, and cooperation requirements;
- not transmit, upload, enter, disclose, or otherwise provide CUI to any publicly accessible artificial intelligence or generative artificial intelligence service, or to any file-sharing, cloud, collaboration, or other external service that is not authorized for the applicable CUI, unless expressly authorized by TEC and permitted by applicable contractual and regulatory requirements;

- upon TEC's request or completion or termination of the applicable Purchase Order, return, retain, or securely destroy CUI as directed by TEC and as required by applicable law, regulation, contract clause, or flowdown; and
- provide TEC, upon reasonable request, information or evidence necessary to demonstrate compliance with applicable CUI safeguarding requirements.

Where Cybersecurity Maturity Model Certification ("CMMC") requirements apply to the Purchase Order, Supplier shall maintain the CMMC status or level required by the applicable contract clause, Purchase Order, or written flowdown for each information system used in performance that processes, stores, or transmits CUI or FCI.

Supplier shall not provide CUI to any lower-tier supplier, subcontractor, consultant, or other third party unless such disclosure is necessary for performance, authorized under the applicable Purchase Order, and the recipient is subject to all applicable safeguarding, cybersecurity, CMMC, reporting, and flowdown requirements.

Supplier shall promptly notify TEC if Supplier determines that it cannot satisfy an applicable CUI safeguarding requirement or if any required cybersecurity assessment, certification, authorization, or status expires, is suspended, is revoked, or otherwise becomes invalid.

11. Conflict Minerals

To the extent applicable, Supplier shall support TEC's compliance with customer, legal, or regulatory obligations concerning the sourcing of tin, tantalum, tungsten, and gold and related ores or derivatives identified as "Conflict Minerals."

For purposes of this provision, "Covered Countries" means the Democratic Republic of the Congo and adjoining countries as applicable under relevant conflict-minerals requirements.

Supplier shall maintain reasonable due-diligence processes, including reasonable inquiries within its supply chain, to determine the country of origin of Conflict Minerals contained in Goods supplied to TEC.

Supplier shall disclose to TEC in writing any Goods containing Conflict Minerals when requested by TEC or when required by the applicable Purchase Order, and shall provide conflict-minerals information and supporting data reasonably required by TEC to satisfy its customer, contractual, or regulatory obligations.

12. Federal Contract Requirements

To the extent applicable to Supplier, a Purchase Order, or any prime contract or subcontract under which a Purchase Order is issued, Supplier shall comply with applicable federal laws, regulations, contract clauses, and flowdown requirements identified in this Section or otherwise communicated by TEC. References to particular clauses are intended to incorporate applicable requirements and do not make a clause applicable where it would not otherwise apply.

12.1 Equal Employment Opportunity

Where applicable, the parties incorporate the requirements of 41 CFR § 60-1.4(a) and 29 CFR Part 471, Appendix A to Subpart A.

Where applicable, Supplier shall comply with the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a), including applicable nondiscrimination and affirmative-action obligations. Nothing in this summary is intended to modify, expand, or limit the incorporated regulatory text.

12.2 Combating Trafficking in Persons

To the extent applicable, Supplier shall comply with FAR 52.222-50, Combating Trafficking in Persons, and any applicable flowdown, compliance-plan, certification, reporting, or cooperation requirements contained therein.

By accepting a Purchase Order or performing work subject to FAR 52.222-50, Supplier agrees to comply with the requirements applicable to its performance. The full text of FAR 52.222-50 is available at Acquisition.gov.

12.3 Section 889 — Covered Telecommunications Equipment and Services

To the extent applicable to a Purchase Order, Supplier shall comply with Section 889 of the National Defense Authorization Act for Fiscal Year 2019 and FAR 52.204-25.

Supplier shall not provide to TEC any equipment, system, or service prohibited by FAR 52.204-25, including equipment, systems, or services that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, except as otherwise permitted by FAR 52.204-25.

If Supplier identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, in connection with performance of a Purchase Order, Supplier shall promptly provide written notice to TEC's designated representative identified in the Purchase Order or other written instructions, with a copy to the TEC purchasing representative.

Supplier shall provide the applicable Purchase Order number and all information required by FAR 52.204-25(d)(2) within the time periods specified by the clause.

Supplier shall comply with the applicable flowdown requirements of FAR 52.204-25(e), including insertion of the required substance of the clause into applicable lower-tier subcontracts and other contractual instruments.

13. Warranties

Supplier warrants that all Goods and Services shall: (a) conform strictly to the Purchase Order and all applicable specifications, drawings, samples, descriptions, statements of work, quality requirements, and approved changes; (b) be new and of merchantable quality unless otherwise expressly authorized by TEC; (c) be free from defects in design to the extent designed by Supplier, materials, manufacture, and workmanship; (d) be fit and sufficient for their intended purpose where Supplier knows or reasonably should know that purpose; (e) be provided with good and marketable title, free and clear of liens and encumbrances; and (f) comply with applicable laws and contractual requirements.

Unless a longer period is stated in the Purchase Order, Supplier's warranties shall remain in effect for twelve (12) months after TEC's acceptance or twelve (12) months after TEC's delivery of the Goods to its customer, whichever occurs later, but in no event longer than eighteen (18) months after TEC's acceptance, except that repaired, replaced, corrected, or reperfomed Goods or Services shall be warranted for the longer of the remainder of the original warranty period or twelve (12) months after correction.

If any warranty is breached, Supplier shall, at TEC's option and without limiting other remedies, promptly repair, replace, correct, reperform, or refund the purchase price of the affected Goods or Services and reimburse TEC for reasonable direct costs caused by the breach.

14. Confidentiality and Proprietary Information

"Confidential Information" means non-public information disclosed or made available by or on behalf of TEC, whether oral, written, electronic, visual, or in any other form, including business, pricing, customer, supplier, technical, engineering, design, software, security, financial, production, quality, and contractual information, and includes TEC information described in Section 10. Confidential Information does not include information that Supplier can demonstrate by written records: (a) was lawfully known to Supplier without restriction before disclosure by TEC; (b) becomes publicly available through no breach by Supplier; (c) is lawfully received from a third party without a duty of confidentiality; or (d) is independently developed without use of TEC Confidential Information.

Supplier shall use Confidential Information solely to perform the applicable Purchase Order, protect it using at least reasonable care and no less than the care Supplier uses for its own information of similar sensitivity, and disclose it only to personnel and approved subcontractors who have a need to know and are bound by obligations at least as protective as these Terms.

If Supplier is legally compelled to disclose Confidential Information, Supplier shall, to the extent legally permitted, provide TEC prompt written notice and reasonable cooperation so TEC may seek protective treatment. Supplier shall disclose only the portion legally required.

Upon TEC's request or completion or termination of the applicable Purchase Order, Supplier shall return or securely destroy Confidential Information as directed by TEC, subject to legal retention requirements. Supplier's confidentiality obligations survive for seven (7) years after completion or termination, except obligations applicable to trade secrets, CUI, export-controlled information, or other information protected by law or contract survive for so long as such protection is required.

15. Intellectual Property, Work Product, and TEC Property

Each party retains ownership of intellectual property owned or developed independently of the Purchase Order ("Background IP"). Supplier grants TEC a perpetual, worldwide, nonexclusive, royalty-free, transferable and sublicensable license to Supplier Background IP incorporated into or necessary to use, maintain, repair, modify, reproduce, or support Goods, Services, or deliverables furnished under the Purchase Order, to the extent necessary for TEC and its customers to receive the intended benefit of the Purchase Order.

Unless otherwise expressly stated in the Purchase Order, all drawings, designs, specifications, software, documentation, reports, inventions, discoveries, developments, and other work product created specifically for TEC and paid for by TEC under the Purchase Order ("Work Product") shall be owned by TEC upon creation. To the extent ownership does not automatically vest in TEC, Supplier hereby assigns to TEC all right, title, and interest in such Work Product and shall execute documents reasonably necessary to confirm such ownership. Supplier shall identify in writing before performance any Supplier Background IP that will be incorporated into Work Product.

Supplier warrants that Goods, Services, and Work Product, and TEC's authorized use thereof, will not knowingly infringe or misappropriate third-party intellectual-property rights, except to the extent the alleged infringement results solely from a design furnished by TEC and followed by Supplier without modification.

All tooling, equipment, materials, drawings, data, or other property furnished by TEC or separately paid for by TEC ("TEC Property") shall remain or become TEC's property, shall be clearly identified as TEC property, shall be used only for TEC work, shall be maintained in good condition at Supplier's expense, and shall be returned promptly upon request, ordinary wear excepted. Supplier shall not encumber or dispose of TEC Property.

16. Indemnification and Liability

Supplier shall defend, indemnify, and hold harmless TEC, its affiliates, customers, and their respective directors, officers, employees, and agents from and against third-party claims, demands, actions, damages, losses, liabilities, judgments, penalties, fines, costs, and reasonable attorneys' fees to the extent arising out of or resulting from: (a) bodily injury, death, or damage to tangible property caused by Supplier or its personnel, Goods, or Services; (b) Supplier's negligence, willful misconduct, or violation of law; (c) any actual or alleged defect in Goods or Services; (d) Supplier's breach of confidentiality, cybersecurity, data-protection, CUI, export-control, or other information-protection obligations; or (e) any actual or alleged infringement or misappropriation of intellectual-property rights by Goods, Services, or Work Product, except to the extent caused solely by a design furnished by TEC and followed by Supplier without modification.

TEC shall provide Supplier reasonably prompt notice of an indemnified third-party claim and reasonable cooperation at Supplier's expense. Supplier may control the defense with counsel reasonably acceptable to

TEC, but Supplier shall not settle any claim in a manner that admits fault by TEC, imposes non-monetary obligations on TEC, or fails to provide TEC an unconditional release without TEC's prior written consent.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, TEC SHALL NOT BE LIABLE TO SUPPLIER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST REVENUE, LOSS OF BUSINESS, OR LOSS OF ANTICIPATED SAVINGS, ARISING OUT OF OR RELATED TO A PURCHASE ORDER, REGARDLESS OF THE THEORY OF LIABILITY AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Except for payment amounts properly due for conforming Goods and Services accepted by TEC, TEC's aggregate liability arising out of a Purchase Order shall not exceed the amount paid or payable by TEC under the Purchase Order giving rise to the claim, to the extent permitted by applicable law. Nothing in these Terms limits Supplier's liability unless TEC expressly agrees otherwise in a writing signed by an authorized representative of TEC.

17. Insurance

Supplier shall maintain insurance with reputable insurers in types and amounts commercially reasonable for the nature and risk of its performance and sufficient to support its obligations under the Purchase Order. Unless otherwise stated by TEC, such coverage shall include, as applicable, workers' compensation as required by law, employers' liability, commercial general liability including products/completed operations, automobile liability for vehicles used in performance, professional/errors and omissions coverage for professional or design Services, and cyber/privacy liability coverage where Supplier handles TEC information or controlled information.

Upon reasonable request, Supplier shall provide certificates or other evidence of coverage. Supplier's insurance does not limit Supplier's liability or obligations under the Purchase Order.

18. Termination, Suspension, and Default

TEC may terminate all or any part of a Purchase Order for cause upon written notice if Supplier: (a) fails to deliver or perform on time; (b) provides nonconforming Goods or Services; (c) materially breaches these Terms or the Purchase Order and, where the breach is reasonably curable, fails to cure within ten (10) days after written notice or such shorter period as reasonably required by the circumstances; (d) becomes insolvent, files or has filed against it a bankruptcy or similar proceeding that is not promptly dismissed, makes an assignment for the benefit of creditors, or ceases substantial business operations; or (e) creates a material cybersecurity, compliance, quality, supply, or reputational risk to TEC or its customer that Supplier cannot promptly mitigate.

TEC may terminate all or any part of a Purchase Order for convenience upon written notice. In that event, Supplier shall stop work as directed, protect work in process and TEC Property, mitigate costs, and submit a final termination claim within thirty (30) days. TEC's liability shall be limited to the price of conforming completed Goods or Services accepted by TEC plus reasonable, documented, noncancelable costs properly incurred for authorized work in process before termination, less amounts previously paid and amounts Supplier can avoid or recover. TEC shall not be liable for lost profits, unabsorbed overhead, or anticipated profit on unperformed work.

Upon termination or expiration, Supplier shall provide TEC all completed and partially completed deliverables, TEC Property, and information for which TEC has paid or is obligated to pay, subject to applicable rights and payment obligations. Rights and obligations that by their nature should survive shall survive termination or completion.

19. Records, Audit, and Cooperation

Supplier shall maintain complete and accurate records sufficient to demonstrate compliance with the Purchase Order, applicable quality requirements, pricing and invoicing requirements, cybersecurity and CUI obligations, and applicable flowdowns for the period required by law, contract, or written flowdown and, if no period is specified, for at least four (4) years after final payment.

Upon reasonable notice, TEC or its authorized representative may review records reasonably related to Supplier's compliance with the Purchase Order, subject to reasonable protections for Supplier's unrelated confidential information. Where a government, prime contractor, customer, or regulatory authority has audit or access rights applicable to the Purchase Order, Supplier shall provide such access to the extent required by the applicable clause, law, or flowdown.

Supplier shall reasonably cooperate with TEC in investigations, customer inquiries, recalls, corrective actions, regulatory matters, cybersecurity incidents, and contract closeout activities relating to Supplier's performance.

20. Assignment and Subcontracting

Supplier shall not assign, delegate, transfer, or subcontract a material portion of a Purchase Order without TEC's prior written consent, except for ordinary-course purchases of commercially available supplies that do not involve TEC Confidential Information, CUI, export-controlled information, or customer-restricted work. Any consent does not relieve Supplier of responsibility for performance.

Supplier shall ensure that approved subcontractors and lower-tier suppliers are bound by all provisions required to be flowed down by law, regulation, contract clause, customer requirement, Purchase Order, or these Terms. Supplier remains fully responsible for the acts and omissions of its subcontractors and lower-tier suppliers.

21. Governing Law, Venue, and Disputes

Unless the Purchase Order expressly provides otherwise, these Terms and each Purchase Order shall be governed by the laws of the state in which TEC's purchasing entity issuing the Purchase Order has its principal place of business, without regard to conflict-of-law principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

Any action arising out of or relating to a Purchase Order shall be brought in a state or federal court of competent jurisdiction located in the county and state of TEC's purchasing entity's principal place of business, and Supplier consents to personal jurisdiction and venue there. Before filing suit, the parties shall use commercially reasonable efforts to resolve the dispute through good-faith escalation between authorized business representatives, except where immediate injunctive or equitable relief is reasonably necessary.

Pending resolution of a dispute, Supplier shall continue performance to the extent directed by TEC, provided TEC continues to pay undisputed amounts properly due for conforming Goods and Services.

22. Order of Precedence

If documents applicable to a Purchase Order conflict, the following order of precedence applies unless the Purchase Order expressly states a different order: (1) mandatory provisions of applicable law or mandatory prime-contract/subcontract flowdowns that are required to control; (2) written amendments or change orders signed or issued by TEC that expressly modify the Purchase Order; (3) the face of the Purchase Order and any expressly incorporated special terms; (4) written flowdowns issued by TEC for the Purchase Order; (5) specifications, drawings, statements of work, and other technical or quality requirements issued or approved by TEC, with later revisions controlling over earlier revisions where properly authorized; and (6) these Terms.

Supplier quotations, proposals, acknowledgments, invoices, websites, portals, or other Supplier documents do not modify or supplement the foregoing order of precedence unless TEC expressly agrees in a writing signed by an authorized representative of TEC.

If two requirements at the same precedence level conflict, Supplier shall promptly request written direction from TEC before proceeding with the affected work. Nothing in these Terms shall be interpreted to make a federal, defense, quality-system, cybersecurity, or other conditional requirement applicable where such requirement is not otherwise required by law, regulation, an applicable prime contract or subcontract, the Purchase Order, or another written requirement issued by TEC.

23. General Provisions

No waiver by TEC is effective unless in writing, and no waiver of any breach constitutes a waiver of any other or subsequent breach. TEC's failure or delay in exercising a right does not waive that right.

If any provision of these Terms is held invalid or unenforceable, the remaining provisions shall remain in effect, and the invalid or unenforceable provision shall be enforced to the maximum extent permitted by law consistent with its intended purpose.

Supplier is an independent contractor and has no authority to bind TEC. Nothing in a Purchase Order creates a partnership, joint venture, fiduciary relationship, employment relationship, or agency relationship between TEC and Supplier.

Notices required under these Terms shall be in writing and delivered to the TEC representative identified in the Purchase Order or to another address or electronic destination designated by TEC. Cybersecurity, CUI, quality, and regulatory notices shall also be sent through any reporting channel specifically identified by TEC for that purpose.

Sections concerning warranties, confidentiality, cybersecurity and information protection, CUI, intellectual property, TEC Property, indemnification, liability, records and audit, payment obligations, governing law and disputes, and any other provisions that by their nature should survive shall survive completion, expiration, or termination of a Purchase Order.

These Terms, together with the applicable Purchase Order and documents incorporated in accordance with Section 22, constitute the agreement between TEC and Supplier regarding the Purchase Order and may be amended only by a writing authorized by TEC.