



## STANDARD TERMS AND CONDITIONS FOR PURCHASE OF GOODS AND SERVICES

**1. Definitions:** In these Standard Terms and Conditions for Purchase of Goods and Services (**Terms**), the following words have the following meanings: **'Affiliate'** means any legal entity which controls, is controlled by, or is under common control with, another legal entity. **'Claims'** shall mean any and all claims, demands, suits, proceedings (including arbitral proceedings), causes of action, judgments, losses, liabilities, damages, fines, interest, penalties, cost and expenses (including reasonable attorney and professional fees and court costs). **"Control"** and **"controlled"** means: (i) holding beneficially at least fifty per cent (50%) of the issued share capital of such other entity; or (ii) the power (whether by way of ownership of shares, proxy, contract, agency or otherwise) to: (a) cast, or control the casting of, at least fifty per cent (50%) of the maximum number of votes that might be cast at a general meeting of such other entity; or (b) appoint or remove all, or the majority, of the directors or other equivalent officers of such other entity; or (c) give directions with respect to the operating and financial policies of such other entity with which the directors or other equivalent officers of such entity are obliged to comply. **'Consequential Loss'** means: (i) consequential or indirect loss or damage; and (ii) loss of revenue, profit or anticipated profit, in each case whether direct or indirect and whether or not foreseeable at the date of the Purchase Order. **'Delivery Date'** means the delivery date for the Goods and/or Services specified in the Purchase Order or as otherwise agreed in writing between Gilmore and the Supplier. **'Gilmore'** means the Gilmore entity named in the Purchase Order to purchase the Goods and/or Services and shall include Gilmore's legal personal representatives, successors and permitted assigns. **'Gilmore Group'** means Gilmore, its and their respective Affiliates and its and their respective directors, officers and employees (including agency personnel) but shall not include any member of the Supplier Group. **'Goods'** means the goods, materials and/or equipment to be provided by the Supplier in accordance with the Purchase Order. **'Parties'** mean Gilmore and the Supplier. **'Purchase Order'** means the purchase order issued by Gilmore to the Supplier for the Goods and/or Services specified therein incorporating these Terms together with any terms and conditions on the face of the Purchase Order. **'Purchase Order Price'** means the total sum payable to the Supplier in accordance with the Purchase Order. **'Services'** mean the services to be performed by the Supplier in accordance with the Purchase Order. **'Supplier'** means the person, firm or company named in the Purchase Order to supply the Goods and/or Services and shall include the Supplier's legal personal representatives, successors and permitted assigns. **'Supplier Group'** means the Supplier, its Affiliates and its and their respective directors, officers and employees (including agency personnel) but shall not include

any member of the Gilmore Group. **'Third Party'** means any party other than a member of the Gilmore Group or the Supplier Group.

**2. Acceptance of Terms:** Supplier shall comply with all terms set forth herein and in the Purchase Order, to which these Terms are attached and/or are expressly incorporated by reference, including any amendments and other documents referred to therein. Unless otherwise stated on the face of the Purchase Order, the Terms shall prevail over conflicting terms. Issuance by Gilmore of the Purchase Order shall not constitute an acceptance of any of Supplier's quotations, offers to sell or other proposals. Reference in the Purchase Order to any such quotations, offers to sell or proposals shall in no way constitute a modification of any of the terms of the Purchase Order, which shall always prevail over any such quotations, offers or proposals. ANY ACCEPTANCE OR ACKNOWLEDGEMENT OF THE PURCHASE ORDER BY SUPPLIER (INCLUDING WITHOUT LIMITATION BY BEGINNING PERFORMANCE OF ANY OF THE WORK OR ACTIVITIES CALLED FOR IN THE PURCHASE ORDER) EVEN IF CONTAINING OR REFERENCING TERMS INCONSISTENT WITH OR IN ADDITION TO THE TERMS OF THE PURCHASE ORDER SHALL BE DEEMED AS A FULL ACCEPTANCE BY SUPPLIER OF THE PURCHASE ORDER, AND THE INCONSISTENT OR ADDITIONAL TERMS SHALL BE DEEMED INEFFECTIVE, UNLESS THEY WERE SPECIFICALLY AND EXPRESSLY ACCEPTED BY GILMORE IN WRITING.

**3. Delivery of Goods:** The Goods shall be delivered to or collected by Gilmore, as indicated on the Purchase Order, on or by the Delivery Date or in accordance with the Incoterms to be agreed between the Parties. The Goods shall be labelled with the Purchase Order number, item number, manufacturer's part number, and brief description. The Goods shall be delivered under cover of a packing list showing the Purchase Order number and details of the Goods supplied. All corrodible parts are to be protected before packing. Where the Goods are ordered to a particular specification or code, appropriate Gilmore standard terms of documentation shall be supplied to evidence adherence to such specification or code. Any damage to the Goods in transit must be notified by Supplier to Gilmore immediately in writing.

**4. Time of Delivery:** Promptness of delivery of the Goods and performance of the Services is of the utmost importance with time being of the essence. If at any time the Supplier has reason to believe the Delivery Date is unlikely to be met, written notice setting forth the cause of delay and the best probable delivery date must be given promptly to Gilmore. If such failure or delay by the Supplier threatens to impair Gilmore's ability to meet its own delivery schedules Gilmore may at its sole discretion and without liability, cancel by written notice to the Supplier, the relevant Purchase Order, or the affected portions of any Purchase Order. Liquidated



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damages (if any) relating to the Delivery Date shall be as set forth in the Purchase Order. Such liquidated damages are agreed as a genuine pre-estimate of the losses which may be sustained by Gilmore in the event of delay and shall not be regarded as a penalty. Gilmore shall have the right to cancel the relevant Purchase Order or any part thereof at any time notwithstanding the payment of liquidated damages by Supplier.

**5. Acceptance of Goods:** Acceptance of the Goods shall occur at the time when a duly authorized representative of Gilmore accepts the Goods, delivered or collected where such Goods are not defective or damaged in any way and comply with the Purchase Order. In the event a defect in or damage to the Goods or any other breach of the Purchase Order is identified, Gilmore shall not accept the Goods until such time as such defect, damage or breach is remedied by the Supplier at its sole risk and expense in order to bring the Goods into compliance with the Purchase Order. Gilmore will inform Supplier within five (5) working days of receipt by Gilmore of the Goods if the Goods have not been accepted. Payment for the Goods and/or signature of a delivery note by a person shall not constitute acceptance of the Goods.

**6. Indemnities:** THE SUPPLIER SHALL BE LIABLE FOR AND SHALL RELEASE, SAVE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE GILMORE GROUP IN RESPECT OF ANY AND ALL CLAIMS ARISING FROM, RELATING TO OR IN CONNECTION WITH THE PERFORMANCE OR NON- PERFORMANCE OF THE PURCHASE ORDER REGARDLESS OF FAULT OR CAUSE, BUT EXCEPT TO THE EXTENT THEY ARE SOLELY ATTRIBUTABLE TO THE WILFUL MISCONDUCT OR GROSS NEGLIGENCE OF GILMORE.

**7. Consequential Loss:** NOTWITHSTANDING ANY PROVISION TO THE CONTRARY ELSEWHERE IN THE PURCHASE ORDER AND EXCEPT TO THE EXTENT OF ANY AGREED LIQUIDATED DAMAGES, THE SUPPLIER SHALL RELEASE, SAVE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE GILMORE GROUP FROM THE SUPPLIER GROUP'S OWN CONSEQUENTIAL LOSS AND GILMORE SHALL RELEASE, SAVE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE SUPPLIER GROUP FROM GILMORE GROUP'S OWN CONSEQUENTIAL LOSS ARISING FROM, RELATING TO OR IN CONNECTION WITH THE PERFORMANCE OR NON-PERFORMANCE OF THE PURCHASE ORDER.

**8. Insurance:** The Supplier shall ensure the following insurances are maintained by the Supplier with reputable insurers throughout the duration of the Purchase Order and any extension thereto: (i.) Employer's Liability or Workmen's Compensation Insurance as appropriate in full compliance with all applicable laws; (ii.) General Public Liability Insurance with a limit of not less than ten million United States Dollars (\$10,000,000) equivalent combined single limit any one occurrence covering all obligations of the Supplier

under the Purchase Order; and (iii.) if applicable, automobile insurance with a limit of not less than two million United States Dollars (\$2,000,000) combined single limit any one occurrence covering all vehicles used by the Supplier in performance of the Purchase Order and in full compliance with all applicable laws. To the extent of the indemnity and release obligations assumed by the Supplier herein, the Supplier's insurance policies shall waive all rights of subrogation against the Gilmore Group. The Supplier shall ensure, where possible, its insurance policies referred to above contain a clause requiring the insurer to notify Gilmore within thirty (30) days of any material change in or cancellation of the insurance policy.

**9. Invoicing and Payment:** The Supplier acknowledges its rates and prices in the Purchase Order are fixed and firm for the duration of the Purchase Order and are sufficient to cover all its obligations whether expressed or implied under the Purchase Order. Supplier's prices include all taxes, fees and/or duties applicable to the Goods and/or Services, purchased under this Purchase Order provided however that any value added tax (VAT) and/or similar tax that is recoverable by Gilmore will not be included in the Supplier's price but will be separately identified on the Supplier's invoice. The Supplier shall be deemed to have satisfied itself as to all conditions and other factors that may in any way affect the performance of the Purchase Order. In consideration of the Goods and/or Services being satisfactorily provided in accordance with the Purchase Order, Gilmore shall pay the Purchase Order Price to the Supplier in accordance with the terms of the Purchase Order. After delivery of the Goods and/or performance of the Services, the Supplier shall submit to Gilmore an invoice in the amounts specified in the Purchase Order and Gilmore shall pay the invoice within 60 days of receipt. Gilmore reserves the right to withhold payment for any of the Goods and/or Services supplied which are not in accordance with the Purchase Order. If Gilmore disputes any items on any invoice in whole or in part or if the invoice is prepared or submitted incorrectly in any respect, Gilmore shall notify the Supplier and Gilmore may withhold payment for the unaccepted part or whole of the invoice as applicable. Gilmore shall pay the undisputed part of correctly prepared and submitted invoices within the time specified herein. Gilmore shall have the right at its own expense to audit all of the Supplier's records pertaining to any cost chargeable by the Supplier under the Purchase Order save only agreed lump sums and agreed unit rates. The Supplier shall keep and shall make such records available for 24 months after completion of the Purchase Order, or, such other longer period as required by law.

**10. Tax:** The Supplier shall pay all taxes, duties, charges, levies and contributions and any interest or penalties thereon for which in relation to the Purchase Order, Supplier is responsible and liable and



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shall release, save, defend, indemnify and hold harmless the Gilmore Group from and against any and all Claims for any such taxes, duties, charges, levies and contributions so levied against the Gilmore Group. To the maximum extent permitted by applicable law, Gilmore shall be entitled to withhold total or partial payment, with no penalties or interest, in the event Supplier fails to provide proper evidence that it is in full compliance with the Supplier's obligations as set out in this Section 10.

**11. Health, Safety and Environment:** Supplier shall take the necessary and appropriate actions and precautions to protect health, safety and the environment, including to prevent any injury to persons, property and/or the environment and has established effective requirements to ensure the Supplier and any suppliers it uses to perform the work called for under the Purchase Order will be in compliance with this Section 11. Supplier shall comply with all relevant statutes, laws, regulations, by-laws and directives affecting the Goods and/or Services and shall comply with Gilmore's health, safety and environmental regulations when performing Services at Gilmore's premises. Supplier shall assume sole responsibility for any waste classified as hazardous or dangerous under applicable law that it generates in the performance of any services or supply of any Goods including responsibility for managing such wastes in accordance with applicable law. Supplier's failure to comply with the requirements of this Section 11 shall constitute a material breach of the Purchase Order and Gilmore shall be entitled to terminate the Purchase Order immediately with no liability towards the Supplier.

**12. Inspection:** Gilmore and its representatives shall at all times during performance of the Services and manufacture of the Goods be granted access to any of the Supplier Group's premises and be allowed to inspect the Goods and Services at any time prior to acceptance or delivery, whichever is the later. No such inspection or lack of inspection shall relieve the Supplier of any of its obligations or liabilities under the Purchase Order. Where Supplier defaults in its obligations as stated above, Gilmore shall be entitled to undertake the Supplier's responsibilities in this respect and shall be entitled to recover from the Supplier all costs reasonably incurred by Gilmore in carrying out such responsibilities.

**13. Warranty:** The Supplier represents and warrants it possesses the skill, organization, personnel and all other resources necessary for the provision of the Goods and/or Services. The Supplier warrants it shall supply the Goods and execute the Services with all due care and diligence and with the skill to be expected of a reputable contractor experienced in the types of service to be carried out under the Purchase Order, shall meet any and all specifications and standards issued to the Supplier by Gilmore and shall comply with all applicable laws, ordinances, codes, standards, directives, orders,

regulations and rules issued by governmental agencies or authorities. **Warranty For Goods:** A. The Supplier warrants that the Goods supplied hereunder will conform to any codes, standards and specifications set forth in the Purchase Order and to any drawings or samples furnished by Gilmore and will be of good quality and shall be fit for their intended purpose and free from defects in design, material and workmanship. B. During a period of twenty-four (24) months after acceptance, where Gilmore has found the Goods or part thereof not to have been supplied in accordance with the Purchase Order, Gilmore shall detail in writing the specific nature of the defect and upon receipt of such notice, the Supplier shall at its own risk and expense and within seven (7) days of receipt of such notice commence, at Gilmore's option, to either replace or repair the Goods or any part thereof found to be defective, due to faulty material, workmanship or design or due to any act or omission of the Supplier Group. A further twelve (12) month warranty shall be given by the Supplier for those Goods where such Goods (or part thereof) have been replaced or repaired; such warranty shall commence as soon as the Goods (or part thereof) have been replaced or repaired and approved as such by Gilmore. If such remedial work is not commenced within the said time period then Gilmore may commence the remedial work itself or authorize others to do the same, and Supplier shall reimburse Gilmore for all costs arising therefrom. **Warranty for Services:** Supplier shall be responsible for remedying at its expense any defect or failure caused by Supplier Group, that may arise in the Services within twelve (12) months from the completion of the Services. Supplier shall guarantee for a further period of twelve (12) months all remedial work carried out under this Section 13. If any defects or failures are not remedied by Supplier within a reasonable time and in any event not more than 10 working days of being notified of the defect or failure, or circumstances render it impracticable for Supplier to do the same (as determined in Gilmore's sole discretion), Gilmore may remedy such defects or failures itself or authorize others to do the same, and Supplier shall reimburse Gilmore for any and all costs arising therefrom. THESE WARRANTIES AND GILMORE'S REMEDIES HEREUNDER ARE IN ADDITION TO GILMORE'S OTHER RIGHTS AND REMEDIES EXISTING UNDER THE PURCHASE ORDER OR AT LAW.

**14. Obsolescence:** Supplier shall give Gilmore at least 180 calendar days' prior written notice of the permanent discontinuance of production of any Goods and/or necessary for the provision of Goods and/or Services.

**15. Assignment and Sub-Contracting:** The Supplier shall not assign or subcontract or otherwise dispose of all or any part of its rights or obligations hereunder without Gilmore's prior written consent. Unless specifically approved in writing by Gilmore (at its sole discretion) Gilmore's consent shall not relieve the Supplier of any



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liability or obligation hereunder. Gilmore may assign all or any part of its rights or obligations hereunder to any Affiliate or to Gilmore's client, if any, without the Supplier's consent and to any other third party with the Supplier's prior written consent. Such consent shall not be unreasonably withheld or delayed.

**16. Changes:** Gilmore may at any time make changes in writing relating to the supply of Services under the Purchase Order including changes to the Delivery Date. If such changes result in an increase or decrease in Supplier's costs or supply times, Gilmore will consider any reasonable request to adjust the Purchase Order Price, Delivery Date or both as a direct consequence of such changes. Any claim for adjustment by the Supplier must be approved by Gilmore in writing before the Supplier proceeds with such changes.

**17. Ownership and Risk:** The Supplier warrants full, clear and unrestricted title in the Goods, free and clear of any and all liens, restrictions, reservations, security interests and encumbrances. Title in the Goods shall pass to Gilmore as soon as they have been allocated to the Purchase Order, delivered hereunder or paid for by Gilmore whichever is the earliest and risk in the Goods shall pass on acceptance of the Goods in accordance with Section 5.

**18. Gilmore Property:** All tools, designs, patterns and equipment or materials of every description furnished by Gilmore to the Supplier in connection with the manufacture of the Goods and/or the supply of the Services shall be and remain the property of Gilmore. Such property shall be plainly marked or otherwise adequately identified by the Supplier as "Property of Gilmore". Such property whilst in the Supplier's custody or control shall be held at the Supplier's risk and shall be subject to removal at Gilmore's written request in which event the Supplier shall prepare such Gilmore property for shipment and shall redeliver to Gilmore in the same condition as originally received by the Supplier, reasonable wear and tear excepted. The Supplier shall reimburse Gilmore for replacement or repair as appropriate, necessitated by any loss and/or damage to such property arising whilst in Supplier's custody or control, reasonable wear and tear excepted.

**19. Proprietary Rights:** The Supplier warrants to keep all designs, information, blueprints and engineering data with respect to the Goods confidential and not to make use of but to assign to Gilmore each invention, improvement and discovery relating thereto (whether or not patentable) conceived or reduced to practice in the performance of the Purchase Order by any person employed by or working under the directions of the Supplier Group. Upon completion of the Purchase Order the Supplier shall hand over to Gilmore all such designs, information, blueprints and engineering data in its possession and cause its employees and representatives to sign any and all papers necessary or required to enable Gilmore to file applications for patents or other intellectual property rights throughout the world and to obtain title thereto without prejudice to the other rights of Gilmore hereunder. All copyrights, design rights,

patents and related applications arising out of and developed in connection with these Terms shall vest exclusively in Gilmore.

**20. Intellectual Property Infringement:** THE SUPPLIER SHALL BE LIABLE FOR AND SHALL RELEASE, SAVE, DEFEND INDEMNIFY AND HOLD HARMLESS GILMORE GROUP AGAINST ALL CLAIMS ARISING FROM INFRINGEMENT OF ANY PATENT, TRADEMARK, REGISTERED DESIGN, COPYRIGHT OR OTHER PROPRIETARY RIGHT IN RESPECT OF THE PERFORMANCE BY THE SUPPLIER OF ITS OBLIGATIONS UNDER THE PURCHASE ORDER AND THIS CONDITION SHALL REMAIN BINDING ON THE SUPPLIER NOTWITHSTANDING THE COMPLETION OR TERMINATION OF THE PURCHASE ORDER.

**21. Force Majeure:** Neither Party shall be responsible for any failure to fulfil any term or condition of the Purchase Order if and to the extent that fulfilment has been delayed or temporarily prevented by a force majeure occurrence whether or not foreseeable at the time of entering into the Purchase Order, which has been notified to the other Party and which is beyond the control and without the fault or negligence of the Party affected and which by the exercise of reasonable diligence, the said Party is unable to provide against. The term "force majeure", as used herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, terrorist acts, (whether actual, threatened or reasonably perceived), acts of public enemies, wars, blockades, insurrections, riots, epidemics, landslides, fires, floods, civil disturbances, explosions and any other causes not within the control of the Party claiming a suspension, which by the exercise of reasonable diligence such Party shall not have been able to avoid or overcome. For the avoidance of doubt, industrial disputes solely amongst the employees of either of the Parties shall not constitute force majeure.

**22. Termination: Termination for Supplier Default:** In the event of the Supplier's default in performance of any of its obligations under the Purchase Order, Gilmore may give the Supplier notice to rectify such default within the time specified in Gilmore's written notice. If the Supplier fails to comply with the requirements of such notice or if, in Gilmore's reasonable opinion such default is not capable of being rectified, or in the event of the Supplier's bankruptcy or insolvency, Gilmore shall be entitled to terminate the Purchase Order in whole or in part forthwith by giving notice in writing to that effect. In the event Gilmore terminates the Purchase Order due to the Supplier's default or breach, the Supplier shall not be entitled to any further payment upon termination. **Termination for Gilmore Convenience:** Gilmore may in its absolute discretion suspend or terminate the Purchase Order without cause at any time and, in the event of such termination, Gilmore agrees to pay the Supplier for all Goods and Services satisfactorily completed up to the time of termination and reasonable and substantiated costs arising from such suspension or termination, as evidenced by documentation satisfactory to and verified by Gilmore. Without prejudice to Gilmore's rights under the Purchase Order or at law, on termination





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of the Purchase Order, Gilmore (or its authorized representatives) shall be entitled to enter the Supplier's premises or any place where the work under the Purchase Order is being performed and take possession of the whole or any part of the Goods and remove the same for completion by the Gilmore Group or by a Third Party. If the cause of termination of the Purchase Order is Supplier Group's default, any additional costs reasonably incurred by the Gilmore Group as a direct result of such termination shall be recoverable from the Supplier.

**23. Confidentiality:** All information obtained by the Supplier Group in the course of and in connection with the Purchase Order concerning the Gilmore Group, shall be held confidential by the Supplier and shall remain the property of the Gilmore Group and shall not be divulged by any member of the Supplier Group to any Third Party without the prior written consent of Gilmore. All such data must not be removed from the Gilmore Group's premises without Gilmore's approval. All documents, drawings and other records containing such information, and any copies thereof, shall upon completion of the Purchase Order or its earlier termination, be returned to Gilmore. The Supplier agrees not to use for publicity purposes any photographs, drawings and/or materials in connection with the performance of the Purchase Order without obtaining the prior written consent of Gilmore. This Section 23 shall remain binding on the Supplier notwithstanding completion or termination of the Purchase Order.

**24. Business Ethics:** The Supplier shall uphold the highest standards of business ethics in the performance of the Purchase Order and shall comply with Gilmore's Global Business Ethics Policy. Supplier shall act in a manner consistent with all applicable laws concerning improper or illegal payments and gifts or gratuities (including without limitation the U.S. Foreign Corrupt Practices Act (as amended) and the UK Bribery Act) and agrees not to pay, promise to pay or authorize the payment of any money or anything of value, directly or indirectly, to any person for the purpose of illegally or improperly inducing a decision or obtaining or retaining business in connection with the Purchase Order. Any breach of this Section 24 shall constitute a material breach of the Purchase Order and entitle Gilmore to terminate the Purchase Order with immediate effect.

**25. Notices:** All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the Parties at the addresses set forth on the face of the Purchase Order or to such other address that may be designated by the receiving Party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Order, a Notice is effective only (a) upon receipt of the receiving Party, and (b) if the Party giving the Notice has complied with the requirements of this Section 25.

**26. Third Party Beneficiaries:** Save to the extent that a member of Gilmore Group (other than Gilmore) shall be entitled in its own right to enforce the benefit of the indemnities given to it by virtue of Section 6, these Terms are for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, expressed or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever.

**27. General Legal Provisions:** None of these Terms shall be considered to be waived by either Gilmore or the Supplier unless a waiver is given in writing by one Party to the other. No failure on the part of either Party to enforce any of the Terms shall constitute a waiver of such Terms. The Purchase Order supersedes all prior negotiations, representations or agreements related to the Purchase Order, either written or oral, unless there exists an overarching frame agreement between the parties underneath which the POs are placed as transactions are conducted between the parties. Terms and conditions set forth in Supplier's quotation, if any, shall be null and void and shall not apply to the Purchase Order. Any provision herein which is or becomes illegal or unenforceable shall be severed from the Purchase Order and shall not affect the validity of the remaining provisions hereof. The relationship between the Parties is that of independent contractors. Nothing contained in these Terms shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

**28. Governing Law:** All matters arising out of or relating to the Purchase Order are governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Texas.

**29. Submission to Jurisdiction:** Any legal suit, action or proceeding arising out of or relating to the Purchase Order shall be instituted in the federal courts of the United States of America or the courts of the State of Texas in each case located in the City of Houston and County of Harris, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.