

# Vendor Agreement

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## Acceptance of Terms & Conditions

The following sets forth the terms and conditions of the Vendor Agreement between you the Vendor and Advanced Ceramics Mfg.

1. Acceptance of Order. This purchase order terms and conditions (collectively, this "Order") is the offer of \_\_\_\_\_ including its subsidiaries and affiliates (collectively, the "Buyer"), to purchase from the party to whom it was sent ("Seller") the products and/or services described in this Order (collectively, "Goods"). This Order may be accepted by any reasonable indication of acceptance by Seller, including, but not limited to, acknowledgment or commencement of performance by Seller. Seller's acceptance, however made, is expressly limited to the terms of this Order, and Buyer objects to all additions, exceptions, or changes to these terms whether contained in any printed form of Seller or elsewhere. In the event that this Order constitutes a written confirmation of terms previously agreed upon by Seller and Buyer, or an acceptance of an offer previously made by Seller, any such confirmation or acceptance by Buyer is expressly conditioned upon and subject to the terms and conditions of this Order.

2. Delivery. Delivery according to schedule is a major condition of this Order. Seller shall not, without Buyer's written consent, manufacture or procure materials in advance of Seller's normal flow time or deliver in advance of schedule. In the event Buyer cancels or changes this Order, no claim will be allowed for costs of any such manufacture or procurement in advance of such normal flow time unless there has been prior written consent of Buyer. No tender of delivery of Goods or any documents, data, or other items pursuant to this Order shall be deemed made to Buyer, and no liability or obligation to inspect Goods shall be imposed on Buyer, unless and until Goods in precise conformity to the specifications and instructions of this Order (including, but not limited to, specifications and instructions relating to kind, quantity, quality, assortment, labeling and packaging, delivery, shipping, routing, and conformity to specifications, designs: and samples) are delivered to Buyer. Deliveries of Goods or any documents, data, or other items pursuant to this Order shall be strictly in accordance with Buyer's delivery schedule. If Seller's deliveries fail to meet the schedule specified by Buyer, Seller shall, at Seller's sole expense, upon the request and at the direction of Buyer, and without in any way limiting Buyer's rights and remedies for any such delay in delivery; ship Goods by express shipment. Partial shipments are not allowed without the express written consent of the Buyer.

3. Packing, Marking and Shipping. Seller shall pack, mark, and ship all supplies in accordance with the requirements of this Order so as to be in compliance with transportation regulations and good commercial practices for protection and shipment and to secure the most efficient transportation service and advantageous rates consistent therewith. No separate or additional charge is payable by Buyer for transportation, containers, return of containers, crating, bowing, bundling, dunnage, drayage, or storage unless specifically stated in this Order. Any expense incurred by Buyer as a result of improper preservation, packaging, packing, marking, or method of shipment shall be reimbursed by Seller. A "Packing List" showing this Order number (and release number, if applicable) shall be included with each shipment, and each container shall be marked to show this Order number. Seller shall mail original bill of lading to Buyer's Receiving Department unless instructed otherwise. Any transportation charges paid by Seller for which Seller is entitled to reimbursement shall be shown on Seller's invoice as a separate line item and the recited freight bill shall be attached thereto. In case of drop shipment, Seller shall send Buyer, at time of shipment, two copies of the above packing list.

4. Inspection and Acceptance of Goods by Buyer. All supplies are subject to inspection and test by Buyer at all times and places, including the period of manufacture. Notwithstanding prior inspection or test or any prior payment, all supplies ordered are subject to final inspection and

acceptance at Buyer's plant or other point of destination. If any inspection or test is made on Seller's premises, Seller, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of Buyer's Inspectors. Such inspections and tests will be performed in such a manner as to not unduly delay the work. Final acceptance of Goods by Buyer shall occur only when all provisions and specifications of this Order, including inspection of Goods, have been met and all data and documents noted in this Order, including drawings, test results, reports, and shipping documents, have been received from Seller. No reasonable delay in inspecting or in rejecting Goods shall be deemed an acceptance of them or a waiver of Buyer's right to reject Goods for any cause hereunder. Buyer shall have the right to accept any part of Goods notwithstanding that it may reject the balance for any cause hereunder. Acceptance by Buyer of all or any part of Goods shall not constitute a waiver of any claim which Buyer may have regarding Goods, including, without limitation, a claim against any warranty or guarantee, or claim based on delay in delivery, or based on contractual penalties imposed by Buyer's customers, or due to any other cause. Payment for any Goods under this Order shall not be deemed acceptance of Goods. Buyer will charge Seller for the cost of inspecting rejected Goods.

5. Non-Conforming Goods. All Goods, supplied not in precise conformity with Buyer's specifications or shipped contrary to Buyer's instructions, may, at Buyer's sole discretion, be (i) rejected by Buyer and returned to Seller at Seller's sole expense, or (ii) held by Buyer at Seller's sole risk and expense. In the event any Goods are rejected by Buyer for any cause, Seller shall pay to Buyer immediately (i) any prepayments which Buyer has made for the rejected Goods, (ii) the cost to Buyer of storing the rejected Goods, (iii) the cost to Buyer of returning the rejected Goods (by whatever reasonable means Buyer determines), and (iv) all other expenses incurred by Buyer in connection therewith. In any event, seller shall notify buyer of any non-conforming product that has been produced, request method of disposition. Seller shall also notify the buyer of any change in process and/or product including location of manufacture.

6. Price. Unless otherwise specified, the prices stated in this Order include all charges for packing, hauling, storage, transportation to point of delivery, and all federal, state, and local taxes and duties. Sales and use taxes not subject to exemption shall be stated separately in Seller's invoice. Seller may not increase prices on Goods ordered after acceptance of this Order. Seller warrants that the prices quoted in this Order are no greater than those currently charged to any other buyer for the same or similar goods. Seller agrees that any price reduction extended to others by Seller prior to delivery of Goods shall also be extended to Buyer. Goods must be shipped as per instructions; any extra handling charge will be billed back to Seller.

7. Invoices and Payment Invoices in duplicate shall be mailed to Buyer no earlier than the date of shipment of Goods ordered hereunder. Subject to final inspection and acceptance, time for payment shall commence upon the date of receipt of conforming Goods or on the date of receipt of a proper invoice, whichever shall last occur. Unless specified otherwise on the face of this Order payment terms shall be Net 30 days.

8. Changes. Buyer may at any time make changes in the specifications, drawings or other technical requirements if this Order, or in the method of shipment or packing, or in the place of inspection, delivery or acceptance, or in quantities or delivery dates of the Goods that are the subject of this Order. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Order an equitable adjustment will be made to any price, time of performance, and other provision of this Order, if appropriate. Claim for such an adjustment must be made within thirty days after the date of receipt by Seller of notice of the change. Substitutions or changes in quantities, specifications, or processes by Seller shall not be made without Buyer's prior written approval. Failure to agree to an adjustment shall be a dispute under the Section 29 entitled "Disputes". However, the Seller has a duty to proceed with its performance under the Order pending resolution of any dispute. Nothing in this Section 8 shall excuse the Seller from proceeding without delay to perform this Order as changed.

9. Stop-Work Order. Buyer may, at any time, by written order to the Seller, require the Seller to stop all, or any part, of the work called for by this Order for a period not to exceed six (6) months after such order is delivered to the Seller, and for any further period to which the parties may agree. The order shall be specifically identified as a Stop-Work Order issued pursuant to this Section 9. Upon receipt of such an order, the Seller shall immediately comply with its terms and take all reasonable steps to minimize incurring costs (including stand-by costs) allocable to the work covered by the order during the period of work stoppage. Within the period of Stop-Work, or within any extension of that period to which the parties shall have agreed, Buyer shall either (i) Cancel the Stop-Work Order, or (ii) Terminate the work covered by such order as provided for in the "Cancellation" or the "Termination for Convenience" Sections of this Order; or (iii) negotiate some other resolution. If a Stop-Work Order issued under this Section 9 is canceled or the period of the order or any extension thereof expires, the Seller shall resume work. Should such a Stop-Work Order result in any increase in the time required for, or the costs properly allocable to this Order, Seller shall submit a request for reimbursement of costs incurred, pursuant to the procedures outlined in the Section 8 entitled "Changes".

10. Cancellation. Buyer reserves the right to cancel all or any part of the undelivered portion of this Order (i) if Goods or the goods specified in any other order between Buyer and Seller fail to conform to the specifications set forth in this Order or in such other orders; (ii) if Seller does not timely deliver Goods as specified in this Order or any other order between Buyer and Seller; or (iii) if Seller breaches any of the terms of this Order or any other order between Buyer and Seller, including, without limitation, the warranties of Seller. Buyer shall also have the right to cancel all or any part of this Order and any other orders between Buyer and Seller, whether or not Seller may otherwise be in default, in the event Seller shall fail to provide, if requested, Buyer with such reasonable assurance that demonstrates Seller's ability to perform its obligations under this Order, or any other order between Buyer and Seller. Buyer's cancellation of this Order, or other orders or agreements between Buyer and Seller, pursuant to this section 10, shall be without liability except for deliveries previously made and accepted by Buyer. No rights shall accrue to Seller against Buyer on account of such termination or cancellation pursuant to this Section 10. In the event of Buyer's cancellation of an order pursuant to this Section 10, Seller shall repay to Buyer immediately any prepayments which Buyer has made for goods or services covered by such order. The remedies provided in this Section 10 shall be cumulative and in addition to any other remedies provided by law or equity. In the event it is determined that cancellation was improper, Buyer's liability to Seller shall in no event ever exceed amounts that would be owed under the Section 21 entitled "Termination for Convenience".

11. Termination for Default. Buyer may terminate this Order in whole or in part, by written notice of default to Seller if Seller:

A.

- (1) Fails to deliver the supplies / parts or to perform the services within the time specified in the Order or any extension;
- (2) Fails to make progress so as to endanger performance of this Order or To perform any of the other provisions of this Order and does not cure that failure within a period of 10 days after receipt of the notice from Buyer specifying Seller's failure to perform; or
- (3) Becomes insolvent or makes a general assignment for the benefit of creditors, or files or has filed against it a petition of bankruptcy or for reorganization, or pursues and other remedy under any other law relating to the relief for debtors, or in the event a trustee or receiver is appointed for seller's property of business: or assignment.

B. If Buyer terminates this Order in whole or in part, it may acquire, under the terms and in the manner Buyer considers appropriate, supplies or services similar to those terminated, and Seller will be liable to Buyer for any excess costs for those supplies or services. However, Seller shall continue the work not terminated. In addition, Buyer may rework or repair any Product in

accordance with the Non-Conforming Goods clause herein, at Seller's cost.

- C. 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 Seller and subcontractor, and without the fault or negligence of either, 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 Seller to meet the required deliver schedule.
- D. If this Order is terminated for default, buyer may require Seller to transfer title and deliver to Buyer, as directed by 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) the Seller has specifically produced or acquired for the terminated portion of this Order. Upon direction of Buyer, Seller shall also protect and preserve Property in its possession in which Buyer has an interest.

12. Warranty. Seller expressly warrants that Goods shall conform to this Order, to specifications, drawings, and other descriptions referenced in this Order, and to any samples that were a basis for this Order; shall be free from defects in materials and workmanship; and where design is seller's responsibility, shall be free from defects in design, and shall be fit and safe for their intended purposes. Seiler further warrants that it has clear title to Goods and that Goods shall be delivered free of any and all liens and encumbrances. All these warranties and other warranties as may be prescribed by law shall extend to Buyer, its successors, assigns, and customers, and to users of Goods and shall be effective for a period of twelve months after acceptance of the Goods by Buyer or upon Buyer's customer's acceptance of the end item in which the Goods are incorporated, whichever is later. The foregoing warranty shall be in addition to any standard warranty or guarantee of Seller.

13. Proprietary Information and Publicity. All technical data, know-how, and any other information, however embodied, transferred to Seller or purchased by Buyer relating to Goods (the "Proprietary Information") is proprietary to Buyer and shall be kept confidential by Seller. Seller shall not disclose or use the Proprietary Information for any purpose except as required by Seller's performance under this Order. Upon cancellation, termination, or completion of this Order, Seller shall return to Buyer all such Proprietary Information and all documents and items embodying such Proprietary Information. Seller shall keep confidential the existence of this Order, all aspects of this Order, and all Proprietary Information. Seller shall not reproduce, cause to be reproduced, or allow to be reproduced the Proprietary Information, or any item which embodies Proprietary Information without the Buyer's prior express written consent, nor shall Seller assist or cooperate in any way with a third party to use the Proprietary Information, and Seller shall not make any reference, advertisement, or promotion regarding Buyer or Buyer's purchase or use of Goods without the prior written consent of Buyer, except to the extent required by law.

14. Recall. In the event that a recall of Goods is reasonably required on account of any defect, a failure to conform to the specifications, applicable laws, or any other reason within Seller's control, Seller shall conduct such recall. and shall bear all costs and expenses of such recall, including without limitation, costs of notifying customers, customer refunds, costs of returning Goods, lost profits, and other expenses incurred to meet obligations to third parties.

15. Compliance With Laws. Seller's performance under this Order shall comply with, and Goods covered by this Order are guaranteed by Seller to have been manufactured and sold in accordance with, the provisions of (i) the Fair Labor Standards Act of 1938, (ii) the Toxic Substances Control Act, (iii) the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, (iv) the Williams-Steiger Occupational Safety and Health Act of 1970, (v) any applicable federal, state, and local laws and regulations regarding discrimination because of

race, color, religion, national origin, sex, age, handicap, or veteran status, including, without limitation 41 CFR Part 60-1, 41CFR Part 60-250, and 41CFR Part 60-741 as amended, and (vi) any and all other applicable federal, state, and local laws, rules, and regulations, all as may be amended.

16. Hazardous Material. All materials required by this purchase order shall meet all applicable Governmental Regulations, including providing complete and accurate Material Safety Data Sheets (MSDSs).

17. Indemnification. Seller shall defend, indemnify, and hold harmless Buyer, its successors, assigns, employees, and customers, and all users of Goods with respect to all claims, liability, damages, losses, and expenses, including attorney's fees, of every kind related to, caused by, or arising out of (i) actual or alleged patent, copyright, or trademark infringement, or violation of other proprietary right, arising out of the purchase, sale, or use of Goods; (ii) actual or alleged defect in Goods, whether in design, manufacture, material, or otherwise; (iii) actual or alleged breach of any express or implied warranty; and (iv) failure of Seiler to deliver Goods on a timely basis in precise conformity with the terms and conditions of this Order. In the event of a claim under this Section 16, Buyer may at its option terminate this Order or defer acceptance of the balance of Goods ordered until the claim is resolved. If Buyer is enjoined from the use of Goods, Seller shall, at Buyer's option, either procure for Buyer the right to continue using Goods, replace Goods with substantially equivalent goods acceptable to Buyer's customer, or modify Goods as to be usable by Buyer, or purchase Goods from another supplier and furnish to Buyer at the price set forth in this Order.

18. Insurance. Seller shall obtain and keep in force for three (3) years after the last delivery under this Order general comprehensive liability insurance covering each occurrence of bodily injury and property damage in reasonable amounts covering the obligations set forth herein (or any other amount Buyer may indicate in this Order) with special endorsements providing coverage for (i) Products and Completed Operations Liability; (ii) Blanket Broad Form Vendor's Liability; and, (iii) Blanket Contractual Liability. If services are performed under this Order on Buyer's premises, Seller shall also obtain Premises-Operations, Personal Injury, and Independent Contractors, Protective Liability endorsements, and shall further obtain Workers' Compensation, Employer's Liability, and Automobile Liability insurance coverage in amounts reasonably acceptable to Buyer naming Buyer as an additional insured. Seller shall furnish Buyer with a certificate evidencing the required insurance.

19. Risk of Loss. Seller shall bear the risk of loss or damage to Goods covered by this Order until they are delivered to and accepted by Buyer.

20. Buyer-Furnished Material. Seller shall not use, reproduce, or appropriate for or disclose to anyone other than Buyer, any material, tooling, dies, drawings, designs, or other property or information furnished by Buyer ("Material") or purchased/manufactured by Seller on Buyer's account without Buyer's prior written approval, except as required in strict accordance with the provisions of this Order. Title to all Material shall remain in Buyer at all times, and where practicable Seller shall make or tag the Material to indicate Buyer's ownership. Seller shall bear the risk of loss or damage to the Material until it is returned to Buyer. All Material, whether or not spoiled or used, shall be returned to Buyer at cancellation, termination, or completion of this Order unless Buyer shall otherwise direct in writing.

21. Assignment of Interests. Seller hereby assigns to Buyer all of Seller's rights and interests in and to all original works reduced to tangible form and specifically created by Seller or its employees for delivery to Buyer in connection with this Order (including, but not limited to, drawings, designs, and computer software) and all copyright and title in such works shall belong to Buyer. Seller shall not deliver or furnish any technical data subject to limited use or reproduction unless and until an agreement to hold in confidence or restrict distribution is accepted in writing by an authorized representative of Buyer.

22. Termination for Convenience. Buyer may terminate this Order, in whole or in part, at any time by notice to Seller in writing. Upon receipt of such notice, Seller shall immediately stop work and issue directives to all of its subcontractors and suppliers to cease work. Seller's sole compensation for such termination shall be payment by Buyer of the percentage of the total Order price corresponding to the proportion of work completed in filling the order prior to such notice, plus any reasonable expenses incurred by Seller in terminating orders and work in progress. Such termination claim must be submitted to Buyer within thirty (30) days after the date of termination and shall be subject to Buyer's approval. Upon termination, title to all Goods (finished or unfinished), equipment, materials, plans, drawings, specifications, information, special tooling, and any other items shall vest in Buyer, and Seller shall promptly deliver these items to Buyer and take all necessary action to protect such property prior to such delivery.

23. Setoff. Any claim against Seller or any of Seller's related entities by Buyer or by any of Buyer's related entities which arises out of this or any other transaction may be set off against any money due Seller under this Order.

24. Assignment/Subcontracting. Seller shall not assign this Order or subcontract any material portion of the performance of this Order without Buyer's prior written consent.

25. Potential Delays and Labor Disputes. Whenever Seller has knowledge of any actual or potential delay or threatened delay (including but not limited to labor disputes) in the timely performance of this Order the Buyer shall immediately give notice thereof, confirmed in writing, including all relevant information with respect thereto, to Buyer. The Seller agrees to insert the substance of this provision, including this sentence, in any Subcontract hereunder, except that each such Subcontract shall require the subcontractor to notify his next higher tier Buyer of all relevant information with respect to such delays. Such notice shall not be construed to relieve the Seller or Seller's Subcontractor's obligation to comply with the delivery requirements of this Order or any Subcontract hereto. Such notice shall not affect Seller's other obligation or Buyer's rights under this Order.

26. Effect On Buyer's Contracts The Seller expressly understands and acknowledges that in performing contracts with its customers, Buyer is relying upon Seller's performance under this Order. In the event of any failure by Seller to perform any term or condition of this Order which thereby causes Buyer's performance of contracts with its customer(s) to be delayed or to become more difficult, expensive, or impossible, Seller agrees to indemnify and save Buyer harmless for any and all damages or losses resulting there from.

27. Choice of Law. This Order and the performance under it shall be controlled and governed by the laws of the State of California, excluding its conflict of laws principles

28. Choice of Forum, Venue, and Consent to Jurisdiction. Except with respect to an action instituted by Buyer against Seller for equitable relief, including, without limitation, an action for temporary or permanent injunctive relief, Seller and Buyer agree that a court of competent jurisdiction in the State of California, Los Angeles County shall constitute the exclusive forum(s) for the adjudication of any and all disputes or controversies arising out of or relating to this Order or to Goods. Seller and Buyer consent to the exercise of jurisdiction over them by such courts with respect to any dispute or controversy, and Seller and Buyer waive any objection to such jurisdiction.

29. Time Is Of The Essence. With respect to all obligations to be performed by the Seller under this Order, time is of the essence.

30. Disputes. If a dispute regarding this Order arises between Buyer and Seller, Seller agrees to proceed with the performance of the work hereunder, including the delivery of supplies in accordance with Buyer's instructions, pending resolution of the dispute. Seller's written demand

for a final decision, supported by factual information including cost information, as applicable, shall be submitted to Buyer. Buyer's final decision shall be binding regarding the dispute, unless Seller commences an action to contest said decision within ninety days following the date of the final decision, or within one year following the accrual of the cause of action, whichever is later. In the event of resolution of the dispute in favor of Seller, this Order shall be equitably adjusted to reflect such resolution.

31. Buyer's Remedies. The rights and remedies provided Buyer herein shall be cumulative and in addition to any other rights and remedies provided by law or equity. Any waiver of a breach of any provision hereof shall not constitute a continuing waiver nor a waiver of any other breach.

32. Other. Buyer will not be responsible for any goods delivered without purchase order. Buyer may at any time insist upon strict compliance with these terms and conditions, notwithstanding any previous custom, practice, or course of dealing to the contrary.

33. Order Of Precedence. Conflicting provisions hereof, if any, shall prevail in the following order of precedence:

- a. typed or written provisions on the face of this Order or continuation pages thereto;
- b. these Terms and Conditions of Purchase;
- c. any attachments to these Terms and Conditions of Purchase; and
- d. statements of work, specifications, and drawings.

34. Work Performed On Buyer's Premises. If the performance of this Order requires Seller to perform any work on Buyer's premises, Attachment A, Additional Terms and Conditions, is incorporated herein.

35. Government Contracts. If this Order is placed under a US. Government contract, Attachment 8, "Terms and Conditions for Government Contracting" is incorporated herein.

36. Construction of Agreement. This Order, including these terms and conditions, may not be amended, modified, or supplemented except by written agreement executed by Seller and Buyer. The provisions of this Order are hereby deemed by the parties to be severable, and the invalidity or unenforceability of one provision shall not affect the validity or enforceability of any other provision. Seller and Buyer acknowledge that this Order, including these terms and conditions constitute the entire agreement between Seller and Buyer with regard to the sale or transfer of Goods, and supersede all prior oral or written statements of any kind made by the parties or their representatives.

37. Export of Technical Data. The Seller represents and warrants that no technical data furnished by Buyer or developed by Seller during performance of this Order shall be disclosed to any foreign national, firm, or country, including foreign nationals employed by or associated with the United States, without first complying with all requirements of the International Traffic in Arms Regulation, 22 CFR Section 120 et seq.; the Export Administration Act, 28 U.S.C. Section 1778 et seq.; and 000 Directive 5230.25, "Withholding of Unclassified Technical Data From Public Disclosure," 32 CFR Section 250, including the requirement for obtaining an export license, if applicable. Further, the Seller shall first obtain the written consent of Buyer prior to submitting any request for authority to export any such technical data.

38. Records. Seller agrees that Buyer or any of its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Order, have access to and the right to examine any directly pertinent books, documents, papers, and records (excluding financial records) of the Seller involving transactions related to this Order.

39. Gifts and Gratuities to Buyer's Personnel. Seller is hereby on notice of Buyer's policy that its employees and representatives owe complete loyalty to Buyer, and are forbidden to accept money or things of value from any Supplier of goods or services to Buyer, regardless whether

such acceptance would constitute an act prohibited by the Federal Anti-Kickback Act or any other law or regulation. Therefore, Seller for itself and its owners, employees and representatives, hereby warrants and covenants that no employee of Buyer has any financial interest in Seller except as may have been disclosed in writing to Buyer's Chief Financial Officer, and Seller has not and will not directly or indirectly give anything of value to any employee or representative of Buyer, with the exception of promotional or commemorative items with a value of less than \$25.00, and food and refreshments served during business meetings.

40. Technical Cooperation. Technical and/or managerial exchange of information or advice shall not be construed as a change to any requirements and/or provisions of any Orders hereunder unless the Change is expressly directed by an authorized member of Buyer's purchasing organization in writing pursuant to the Section 8 entitled "Changes". Seller shall cooperate with Buyer on projects to identify potential improvements to materials, processes or design. Should such a project result in any increase in the time required for, or the costs properly allocable to this Order, Seller shall submit a request for reimbursement of costs incurred, pursuant to the procedures outlined in the Section 8 entitled "Changes".

41. Right of access. Seller shall give access to the buyer, buyer's representative, customer or customer's representative, and regulatory agents to any applicable area in the supply chain.