



WORLD TRADE CENTER®
DENVER

CERTIFICATE OF ORIGIN

ORIGINAL



TO VALIDATE, GO TO
VERIFY.FTGS.US

Certificate Number : **DWTC-COO-79034-6a8875f85ff47**

Date : **August 21, 2026**

Seller (Exporter) STOLLE MACHINERY Company, LLC 6949 South Potomac Street Centennial CO 80112 USA	Transport Type Air	Port of Loading Chicago
	Destination Country Iraq	Destination Port Baghdad
	Export Date *****	Exporting Carrier *****
Consignee Royal Can Making Company Nahyat Bazian - Kani Shaytan Sulaymaniyah - Kirkuk Highway Sulaymaniyah - 46001 Iraq	Import Permit Number *****	Bill of Lading / AWB *****
	Owner or Agent *****	Forwarding Agent *****
	Buyer (Importer)	
Remarks COMMERCIAL INVOICE# 540365 Consignor reference: R93812 / PO# MAIN-2026000473		

Description (May include notes on Quantity, Item Number, Marks and Numbers, Kind of Packages.)	Weight	Country of Origin
FILTER H.S.Code: 8421.29.0015	0.62 KG	United States
FILTER H.S.Code: 8466.94.0002	0.45 KG	United States
=====end of products=====	=====	=====

Name of Authorized Trade Association



Authorized Signature **Andrew Moraski**

The Applicant (or the Applicant on behalf of the Consignor), by utilizing this document, certifies that:

- The above mentioned goods originate in the country(ies) specified above and comply with the rules of origin applicable in the country(ies) to those goods.
- The information in this certificate and in any documents provided to the World Trade Center Denver ("WTCD") is accurate, true and complete.
- The Applicant undertakes to advise WTCD and any other person(s) to whom the applicant provides this Certificate (or to whom the Certificate is provided to with the knowledge of the Applicant) promptly in writing of any inaccuracy, omission or change in such information, or in the origin of goods.
- The Applicant will maintain, and present upon request, such documentation as is necessary to verify the truth, accuracy and completeness of this certificate and accompanying documents.
- In consideration for the WTCD's issuance of this Certificate, the Applicant agrees to release, discharge and hold harmless WTCD from any liability in connection with the issuance of this certificate and to indemnify WTCD in respect of any costs and/or claims made against LAACC in connection herewith.
- The Applicant is authorized to give the undertakings set out herein.

Stolle Machinery Company LLC
4337 Excel St., NW
North Canton OH 44720 USA
Phone: 330-493-0444

Commercial Invoice
For Customs Clearance

Invoice Number: 540365
Date: 8/21/2026



Bill To 1026401

Consignee 1026401

ROYAL CAN MAKING CO.
NAHYAT BAZIAN,
KANI SHAYTAN
- SULAYMANYIAH KIRKUK HWY
IQ - IRAQ

ROYAL CAN MAKING CO.
NAHYAT BAZIAN,
KANI SHAYTAN
- SULAYMANYIAH KIRKUK HWY
IQ - IRAQ

SHIPPING METHOD SEE BELOW
NUMBER PCS / WEIGHT 1.00 / 1.08 kg
B/L

INCOTERMS EXW Centennial Dock CO Inco 2020
TERMS 90 Days Net
PRO NO
ITN

Order No.	PO Number	HS Classification	Qty. Delivered	Unit Value	Total Value	Net Weight	Net Weight
Line No.	Part Number	Country of Origin	Unit of Measure	USD	USD	Each	Total
Rel No.	Part Number Description	Notes					
R93812	MAIN-2026000473	8421290015	2.00	125.99	251.98	0.311	0.62 kg
10	222168521	UNITED STATES	EA				
1	ELEMENT,FILTER						
Total HS Code - DOMESTIC		8421290015	2.00		251.98		0.62 kg
Total HS Code - FOREIGN		8421290015					
Total HS Code - TOTAL		8421290015	2.00		251.98		0.62 kg
R93812	MAIN-2026000473	8466940002	1.00	252.32	252.32	0.454	0.45 kg
11	222223307	UNITED STATES	EA				
1	FILTER,RETURN						
Total HS Code - DOMESTIC		8466940002	1.00		252.32		0.45 kg
Total HS Code - FOREIGN		8466940002					
Total HS Code - TOTAL		8466940002	1.00		252.32		0.45 kg
Grand Total:						504.30	1.08 kg



Stolle Machinery Company LLC
4337 Excel St., NW
North Canton OH 44720 USA
Phone: 330-493-0444

Commercial Invoice
For Customs Clearance

Invoice Number: 540365
Date: 8/21/2026

Handwritten signature

Package Type	Length	Width	Height	Dims UoM	Net Weight	Gross Weight	Weight UoM
BOXUK	8.00	14.00	16.00	in	1.08	1.08	kg
Total					1.08	1.08	kg

Signature

These commodities, technology or software were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. law is prohibited.
***PRODUCT IS SOLD IN USD AND PAID IN US CURRENCY**

ACCEPTANCE. This order is subject to acceptance by Stolle Machinery Company, LC ("Seller"). Acceptance is conditional upon all terms and conditions stated on the face and reverse sides of this document. The Purchaser's assent to these terms and conditions shall be conclusively presumed; (a) if the Purchaser retains this Acknowledgment without objection for ten (10) days after receipt, or (b) if the Purchaser accepts all or any part of the goods.
The Seller expressly rejects any terms or conditions proposed by the Purchaser that differ from or add to those stated herein. Once accepted, this order may only be modified in writing, signed by the Seller.

SEND WIRE TRANSFERS TO:
BANK ADDRESS:
Sumitomo Mitsui Banking Corp Los Angeles
601 S. Figueroa Street, Suite 1800
Los Angeles, CA 90017 USA
ACCOUNT NO.: 4531689170
ABA ROUTE NO.: 122041594 (Wires)
ABA ROUTE NO.: 122041594 (ACH)
When using an ACH payment method, please provide details of payment to your account representative
BENEFICIARY: Stolle Machinery Company, LLC
S.W.I.F.T.: SMBCUS33



Stolle Machinery Company LLC
4337 Excel St., NW
North Canton OH 44720 USA
Phone: 330-493-0444

Packing List

Packing List Number : 533332
Packing List Date: 08/21/2026

Delivery Address

ROYAL CAN MAKING CO.
NAHYAT BAZIAN,
KANISHAYTAN
- SULAYMANYIAH KIRKUK HWY
IQ - IRAQ

10264

Customer Address

ROYAL CAN MAKING CO.
NAHYAT BAZIAN-SULAYMANYIAH KIRKUK
HIGHWAY
KURDISTAN
IRAQ

10264

SHIPPING METHOD

SEE BELOW
1.00 / 1.08 kg

NUMBER PCS / WEIGHT

Shipment Reference : 540365

Customer Reference : Ahmed Kamil

Line No.	Rel No.	Order No.	Part Number	Part Number Description	Net Weight Each	PO Number	Customer's Part No	Qty	UoM
11	1	R93812	222223307	FILTER, RETURN	0.4536	MAIN-2026000473		1.00	EA
10	1	R93812	222168521	ELEMENT, FILTER	0.3108	MAIN-2026000473		2.00	EA

Package Type	Length	Width	Height	Dims UoM	Net Weight	Gross Weight	Weight UoM
BOXUK	8.00	14.00	16.00	in	1.08	1.08	kg
Total					1.08	1.08	kg

ALL DISCREPANCIES MUST BE REPORTED TO STOLLE MACHINERY COMPANY, LLC ("SELLER") IN WRITING WITHIN FIVE (5) BUSINESS DAYS AFTER RECEIPT OF THE ORDER. FAILURE TO REPORT DISCREPANCIES WITHIN THIS PERIOD SHALL CONSTITUTE ACCEPTANCE OF THE ORDER AS RECEIVED.

ACCEPTANCE: This order is subject to acceptance by Stolle Machinery Company, LLC ("Seller"). Acceptance is expressly conditioned on Purchaser's agreement to all terms and conditions set forth on the face and reverse side of this document. Purchaser's assent to these terms and conditions shall be conclusively presumed upon Purchaser's receipt of this document without objection. After acceptance, this order may only be modified by a written instrument signed by Seller.

These commodities, technology, or software were exported from the United States in accordance with the Export Administration Regulations (EAR). Diversion contrary to U.S. law is prohibited.



1. ACCEPTANCE OF MATERIALS AND GOODS:

Purchaser shall accept the materials or goods associated with the Order Acknowledgment, by any performance thereunder and/or by written acknowledgment, accept the offer contained herein and such acceptance of this offer is expressly limited to the terms, the Order Acknowledgment, as so accepted, and the terms, conditions, and warranties set forth herein. Purchaser's acceptance shall be deemed to be the acceptance of the materials or goods as they are, including all terms incorporated herein by reference, whether or not such terms are printed, typed, or otherwise made available to Purchaser.

2. WARRANTY:

(a) Seller warrants to Purchaser that Goods of its own manufacture will, at the time of shipment, materially conform to the description provided by Seller that accompanies the Order Acknowledgment and be conveyed with good title, free from security interests, liens and encumbrances unknown to Purchaser. Seller also warrants Goods manufactured by Seller to be free from material defects in material and workmanship for a period of fifteen (15) months from the date of shipment.

For equipment manufactured by Seller that is properly installed, maintained and operated under normal conditions, fifteen (15) months from the date of shipment.

For decorative color lites manufactured by Seller that are properly installed, maintained and operated under normal conditions, nine (9) months from the date of shipment.

For other lites manufactured by Seller that are properly installed, maintained and operated under normal conditions, nine (9) months from the date of shipment, or for spare parts manufactured by Seller that are properly installed, maintained and operated under normal conditions, thirty (30) days from the date of shipment.

(b) SELLER MAKES NO WARRANTY THAT THE GOODS SHALL BE MERCHANTABLE OR FIT FOR ANY PARTICULAR PURPOSE. SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, EXCEPT SUCH AS IS EXPRESSLY SET FORTH HEREIN. Seller makes no warranty whatsoever with respect to goods manufactured by independent suppliers, manufacturers or other third parties. Warranties with respect to such goods are limited to those which are offered by such suppliers and which are transferable. Seller's warranty does not cover damage and this warranty is null and void with respect to damage caused in whole or in part by abuse, alteration of the Goods, casualty, failure to adhere to Seller's specifications, modification of the Goods, ordinary wear and tear, use of the Goods in a manner not designed for the Goods, and use of non-specified parts in the Goods. This warranty is contingent upon the Goods being used in accordance with the instructions and specifications provided by Seller. No warranty period, and evidence that the Goods were properly installed and not subjected to any of the above excluded conditions. Any suggestions made by the Seller concerning use of applications for such Goods reflect Seller's opinion only and Seller makes no warranty of results to be obtained from the Goods. THE FOREGOING IS THE SOLE AND EXCLUSIVE WARRANTY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED.

3. LIMITATION OF LIABILITY:

(a) Seller's liability and Purchaser's exclusive remedy for any tender of nonconforming or defective Goods or breach of warranty is expressly limited to Seller's choice of (i) repair of nonconforming or defective Goods, (ii) the replacement thereof with conforming Goods at the trade term point designated hereunder, or (iii) the repayment of that portion of the purchase price, excluding duties or taxes, represented by the nonconforming or defective Goods. Such repair, replacement, or repayment will be made only upon return of the nonconforming or defective Goods, which may be returned at the cost of Seller only after inspection by Seller and receipt by Purchaser of definite shipping instructions from Seller.

(b) Purchaser shall have fifteen (15) days from receipt of any Goods provided hereunder to inspect such Goods and determine if the Goods are nonconforming or defective, or whether any shortages exist. If Purchaser wishes to make a claim for nonconforming or defective Goods, or for any shortages, Purchaser must notify Seller in writing prior to the expiration of the fifteen (15)-day inspection period and permit inspection by Seller of such Goods. No Goods may be returned without prior written authorization from Seller.

(c) IN NO EVENT SHALL SELLER BE LIABLE TO PURCHASER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR OTHER DAMAGES, INCLUDING REASONABLE ATTORNEY'S FEES AND COSTS, ARISING OUT OF OR RELATED TO THE GOODS OR ANY OTHER MATTER.

REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR NOT, SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE PURCHASE PRICE OF THE GOODS ON WHICH SUCH LIABILITY IS BASED.

4. PAYMENT:

Unless otherwise stated herein, prices are FCA Seller's location, Incoterms 2020, as identified by Seller, and Purchaser shall reimburse Seller for all taxes, duties, excises, duties, fees or other charges which Seller may be required to pay to any federal, state, local, or provincial government or other governmental entity upon the production, sale, documentation, delivery and/or transportation of the Goods sold hereunder. Payment terms are net thirty (30) days from the date of Seller's invoice. Purchaser shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy or otherwise. Time of the essence with respect to all payments. Purchaser shall incur interest at the lesser of the rate of one and one-half percent (1.5%) per month or the highest rate permitted by applicable law on amounts not paid in accordance with the Agreement. Foreign shipments will be paid for in United States dollars based on a confirmed irrevocable letter of credit to be opened no later than thirty (30) days before shipment, or by special terms agreed upon in writing. Such amounts shall be paid upon presentation of documents, if Purchaser fails to make timely payments or if.

STOLLE MACHINERY COMPANY, LLC GENERAL TERMS AND CONDITIONS

In Seller's opinion, either the financial condition of Purchaser or Purchaser's Affiliates or other grounds warrant such action. Seller may, without limiting its other remedies, (i) suspend shipments pending receipt of payment in advance or other security satisfactory to Seller or (ii) terminate the Order, in which event unpaid invoices that become immediately due and payable to Seller shall remain due and payable to Seller. The Agreement, the terms, conditions, and warranties set forth herein, including all terms incorporated herein by reference, whether or not such terms are printed, typed, or otherwise made available to Purchaser, shall constitute the entire agreement between Seller and Purchaser, and shall supersede all other agreements, understandings, or negotiations between Seller and Purchaser or any of Seller's Affiliates against any amount owed by Purchaser to Seller in connection with the Order.

5. RISK OF LOSS, OWNERSHIP, AND TITLE:

Unless otherwise agreed in writing signed by Purchaser and Seller, title, ownership, right of possession and risk of loss with respect to the Goods shall remain with Seller until the Goods are placed at the disposal of Purchaser at the point of shipment. Until such time as Seller has received full payment for the Goods sold hereunder, Seller shall have available all rights at law or equity to a secured seller, including the right to enter upon the premises where such Goods shall be located for purposes of removing same, or rendering it inoperative, and all such rights shall be cumulative.

6. DELAYS; FORCE MAJEURE:

Any shipping schedules set forth in Seller's quotation are based on information available to Seller at the time of quotation and are subject to change based upon information (i) subsequently disclosed to the Order or otherwise by Purchaser, or (ii) which is complete and which contains necessary specifications for Seller to proceed with design and manufacture, is received and accepted by Seller. If a specific shipping (dispatch) date is not designated on the face hereof or in a subsequent writing signed by Seller, Seller shall not be responsible for any delays in the performance of the Order nor liable for any loss or damages resulting from any delays. If a specific shipping date is designated either on the face hereof or subsequently by Seller, Seller shall use reasonable efforts to meet such shipping date, but shall have no liability to Purchaser if Seller is unable to do so, including without limitation liability for incidental and consequential damages for delays in delivery. Notwithstanding anything to the contrary in the Agreement, Seller will not be liable for delays in filling the Order or failure in the performance of any of its obligations hereunder if caused by any acts or circumstances beyond the reasonable control of Seller, including, without limitation, accidents, lockouts, strikes or other labor disputes (whether or not relating to Seller's personnel), shortages of labor, materials, fuel, or power, fires, floods, hurricanes, tsunamis, high winds, earthquakes, epidemics, pandemics, or other public health crises, riots, strikes, acts of terrorism, war, invasion or hostilities, whether or not declared or not, terrorist threats, acts, riots, strikes, acts of terrorism, national emergency, revolution, insurrection, epidemic, pandemic or other public health crises, restraints or delays affecting carriers, telecommunication breakdown or power outage.

7. INFREQUENT:

Subject to the limitations set forth in the Agreement, Seller agrees to indemnify Purchaser against court assessed damages and costs resulting from infringement of any United States Patent or other intellectual property right exist at the time of Purchaser's acceptance of the Order Acknowledgment by tools, machines, components, constructions or other Goods offered for sale generally by Seller on said date, provided that said Goods are in the condition furnished to the Purchaser by Seller and are being used for the purposes contemplated by the Agreement. Seller's liability respecting infringement shall be limited to the purchase price of the particular Goods raising the infringement charge, adjusted by straight line depreciation based on a ten-year life. Where the infringement arises from a severable component of an assembly, such as a tool part which is severable from an assembly such as a press, Seller's liability shall be limited to the ten-year straight line depreciated price or replacement price or cost of said component. Purchaser agrees to indemnify Seller, its successors and assigns, against all court assessed damages and costs resulting from infringement of any United States Patent or other intellectual property right to the extent that such infringement arises from designs, specifications or instructions furnished or expressly or impliedly required by Purchaser. Neither party shall be entitled to indemnification as to any claim for which it does not give prompt notice to the other party including notice respecting indemnification hereunder, and full opportunity at the expense of such other party, to defend and dispose of such claim. The sale of Goods hereunder shall not grant to the Purchaser any right or license of any kind under any patent or other intellectual property right owned or controlled by Seller, but the foregoing shall not be understood to limit in any way Seller's right of Purchaser to use and sell such Goods in the event that the Goods as sold hereunder are not a patent or other intellectual property right owned or controlled by Seller.

8. AFFILIATES:

Part or all of the Order may be performed, and part or all of the rights hereunder against Purchaser may be enforced, by Seller or by any one or more of Seller's Affiliates.

9. INSTALLATION:

Unless otherwise indicated, the quoted prices do not include installation or other services which may be provided by Seller. If such services are provided by Seller upon Purchaser's request, Purchaser shall be charged in accordance with Seller's prevailing schedule of charges for the applicable services. If Seller's personnel will be working in an area of Purchaser's plant with union personnel, Purchaser must make all necessary arrangements for Seller's personnel to perform installation work in harmony with local unions and applicable laws. Purchaser acknowledges (a) that Seller may elect to perform services (remotely) using audiovisual equipment or other technology, where Seller determines that such remote provision of services is feasible and (b) that such remote provision of services may be subject to additional terms and conditions not set forth herein. Purchaser must secure all applicable permits and pay all applicable fees and charges prior to Seller performing any installation work.

10. NON-PUBLIC, CONFIDENTIAL:

At non-public, confidential or proprietary information of Seller, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing discounts or rebates, disclosed by Seller or any of its affiliates or representatives to Purchaser, whether discussed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked.

designated or otherwise identified as "confidential" in connection with the Agreement as confidential, solely for the use of the Goods as contemplated by the Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Seller shall be entitled to injunctive relief for any violation of this Section of these Terms. Unless otherwise agreed to in writing by Seller, Seller will not be bound by any obligations of confidentiality or non-disclosure. This Section of these Terms does not apply to information that is:

- (i) in the public domain;
- (ii) known to Purchaser at the time of disclosure, or
- (iii) independently developed by Purchaser from a confidential basis from a third party.

11. CANCELLATION; CHARGES BY PURCHASER:

Seller, Purchaser shall be responsible for cancellation charges that include all costs associated with the Goods, plus 15% markup incurred under the Order through the effective date of such cancellation. Seller shall submit an invoice for cancellation charges to Purchaser within 30 days of Seller's written acceptance of cancellation notice. Purchaser shall pay such invoice in full within thirty (30) days of invoice date. In the event delivery postponement is accepted by Seller's written consent, Purchaser shall be responsible for all transportation and storage costs incurred as a result of delivery postponement.

12. TRADE TERMS:

The trade terms used herein (for example "FCA Seller location") shall have the meaning defined by "Incoterms 2020" published by the International Chamber of Commerce, except as modified herein.

13. ARBITRATION:

Any controversy or claim arising out of or relating to the present contract, including the Order and the Agreement, or the breach thereof shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of arbitration shall be Denver, Colorado.

14. SAFEGUARDING:

Purchaser assumes and shall bear all responsibility to order, install and use adequate and sufficient safeguards, work handling tools and safety devices to fully protect the operator and any other user of the Goods sold hereunder at all times in accordance with legal requirements under applicable federal, state, local, provincial and other laws and codes and industry accepted standards. Seller shall have no liability to Purchaser whatsoever for the failure of Purchaser to order, install or use such safeguards, work handling tools or safety devices and Purchaser agrees to indemnify, defend, and save Seller harmless from all liabilities, claims, demands, losses and expenses (including reasonable attorney fees) resulting from failure to order, install or use such safeguards, work handling tools or safety devices.

15. INDEMNITY:

Under indemnity provisions notwithstanding, Purchaser shall release, hold harmless, indemnify and defend Seller from and against all liabilities (including, without limitation, liability for negligence or strict liability) losses, claims, suits and costs on account of personal injuries (including death), or property loss, or damage to others caused by, arising out of or relating to the design of Goods supplied hereunder or the design of packages or containers in which Goods supplied hereunder are shipped. If such Goods, packages or containers are made in material compliance with the Purchaser's designs or specifications or arising out of relating to any misuse, modifications, alterations or changes by Purchaser or to the Goods supplied hereunder or any software or other intellectual property embodied in or otherwise used in connection with the Goods.

16. OTHER:

(a) All technical advice or assistance furnished by Seller to Purchaser with regard to use of Goods sold hereunder is provided gratis, and Seller assumes no obligation or liability for such advice or assistance given or results obtained.

(b) If Purchaser is unable to accept Goods on schedule and requests postponement of delivery, Purchaser shall pay Seller for all storage and handling charges for the Goods after the first scheduled delivery date, plus a service charge of one and one-half percent (1.5%) per month of the purchase price of such Goods.

(c) The Agreement and any right or interest hereunder may not be assigned by Purchaser without Seller's prior written consent. Any purported assignment or designation in violation of this Section is null and void. No assignment or designation relieves Purchaser of any of its obligations under these Terms.

17. GOVERNING LAW:

The Agreement shall be governed by and construed under the laws of the State of Colorado, excluding those provisions relating to choice of conflict of law and excluding the United Nations Convention on Contracts for the International Sale of Goods.

18. COMPLIANCE WITH LAWS:

Purchaser shall comply with all applicable laws, regulations and ordinances. Purchaser shall maintain in effect the same personnel, equipment, materials and methods that it needs to carry out its obligations with respect to the Agreement. Without limiting the generality of the foregoing, Purchaser shall (a) comply with all applicable laws, regulations and ordinances of all countries involved in the sale of the Goods under the Agreement or any resale of the Goods by Purchaser. Purchaser assumes all responsibility for shipments of the Goods requiring any government import clearance. Seller may terminate the Agreement if any governmental authority imposes export controls or any penalties on or is later withdrawn or liability to Purchaser in the event that export license is delayed, not approved or is later withdrawn or suspended. Purchaser's obligation to comply with all applicable export control laws and regulations shall survive any termination or discharge of any other contract obligations. Purchaser shall immediately notify Seller in the event that Purchaser, or in the case of re-sale of the Goods by Purchaser any of Purchaser's customers, being suspended, debarred or declared ineligible by any government entity or upon receipt of a notice of proposed debarment from such entity during the performance of the Agreement in which case Seller may immediately terminate the Agreement without liability to Purchaser.

(b) Purchaser shall comply with the U.S. Foreign Corrupt Practices Act and all other applicable anticorruption laws and regulations in the United States or any other jurisdiction that may be applicable to the Goods or Purchaser's purchase thereof, including, without limitation, the European Union.