

1. **AGREEMENT AND ACCEPTANCE:** The entire agreement between the Integer company issuing the purchase order (“Integer”) and the vendor, contractor or service provider to whom Integer has addressed the purchase order (“Seller”) consists of: (i) the terms on the front of the purchase order, (ii) these Terms and Conditions of Purchase, (iii) any additional terms and conditions proposed by Integer in writing and signed by Seller and (iv) any plans or specifications provided by Integer to Seller (“Specifications”) ((i) through (iv) collectively, the “Order”). The Order shall become binding when accepted by Seller either by acknowledgment or performance. Any terms and conditions proposed by Seller which are additional to or inconsistent with the terms and conditions contained in the Order shall be void, unless specifically agreed to by Integer in writing, signed by Integer’s duly authorized representative. As used herein, “Items” means any goods and/or services purchased hereunder.
2. **DESTINATION OF SHIPMENTS:** All shipments shall be delivered to Integer’s facilities specified in the Order.
3. **DELIVERY SCHEDULE; QUANTITIES:** Unless otherwise agreed in writing, Seller shall not make material commitments or production arrangements in excess of the amount, or in advance of the time, necessary to meet Integer’s delivery schedule. Seller’s responsibility shall be to comply with such schedule, but not to anticipate Integer’s requirements. Any variation in the quantities specified in the Order shall not be accepted as compliance with the Order, except by prior written agreement of the parties. Items shipped to Integer prior to the delivery schedule in the Order, or in excess of the quantity ordered, may be stored or returned to Seller, in either case at Seller’s expense.
4. **DELIVERY; DELAYS IN DELIVERY:** Unless otherwise agreed in writing, **TIME IS OF THE ESSENCE**, and all deliveries shall be made strictly in accordance with the delivery schedule set out in the Order. Any extension of time for delivery agreed to by Integer or acceptance of a late delivery by Integer shall relate only to the extension or late delivery in question and shall not be deemed a waiver of Integer’s rights to delivery of future deliveries on schedule or on any agreed upon revised delivery date. If, for any reason, Seller fails to substantially comply with Integer’s delivery schedule, Integer, at its option, may either approve a revised delivery schedule or may terminate the Order in accordance with Section 19. Seller will notify Integer of any delays in shipping time.
5. **TRANSPORTATION; RISK OF LOSS; TITLE:** Unless specified in the Order or otherwise agreed in writing, all transportation and related insurance charges for Items purchased pursuant to the Order shall be paid by Seller. If purchase terms are specified as F.O.B. shipping point and Seller prepays transportation and insurance charges, then Seller’s prepaid transportation charges must be supported by a copy of the carrier’s bill or other evidence satisfactory to Integer. Failure to submit such proof at the time Integer is billed for the Items or within thirty (30) days after such evidence is requested by Integer shall constitute a waiver by the Seller of such charges. The risk of loss on Items pursuant to the Order supplied shall be Seller’s until delivery to the destination specified by Integer and Integer has inspected and accepted them (or, if F.O.B. shipping point, until delivered to a carrier approved by Integer). Title to the Items will pass to Integer upon their delivery to such location.
6. **LOWEST PREVAILING PRICE:** Seller agrees that its price for Items ordered hereby shall not be higher than its lowest prevailing price on the date hereof for the quantity ordered. Integer shall receive the benefit of any price reductions in effect prior to shipment.
7. **EXTRA CHARGES:** No charges of any kind including, without limitation, service, interest, finance or late charges, charges for insurance, handling boxing and cartage, shall be allowed unless specifically agreed to by Integer in writing. Unless otherwise agreed, the Order price shall cover net weight of materials. Any variation from the price first quoted for the Order must be submitted in writing to Integer as and when such variations occur.
8. **PACKAGING AND SHIPPING:** All Items shall be prepared for shipment and packed to prevent damage or deterioration, secure lowest transportation rates, and comply with carrier tariffs. No charges shall be paid by Integer for preparation, packing and crating, unless separately stated in the Order. Integer’s count or weight will be conclusive on all shipments. Seller shall not ship Items C.O.D., unless previous arrangements have been made.
9. **PAYMENT:** Seller shall not invoice Integer until Integer has accepted the Items purchased pursuant to this Order. Integer shall have the right, but not the obligation, to pay in accordance with Seller’s discount terms. If no discount is offered, Integer shall pay

in accordance with the terms indicated on the Order. Discount periods shall be computed from either the date of delivery of Items plus three (3) days allowance for inspection, or the date of receipt of correct invoices prepared in accordance with the terms of the Order, whichever date is later. This Section shall not be construed to limit the period of Integer's rights of inspection and acceptance. Where tooling is involved, Integer shall not pay any tooling charges (unless otherwise agreed to in writing) until samples from any such tools are approved in writing.

10. **WARRANTIES:** Seller warrants that all Items shall (i) be free of all liens, claims or encumbrances in favor of third parties, (ii) be merchantable and fit for the intended purposes, (iii) conform with all Specifications and with applicable drawings, samples, and/or other descriptions given to Seller by Integer, (iv) be free from defects in materials and workmanship and (v) to the extent not manufactured pursuant to detailed designs furnished by Integer, free from defects in design. In addition, Seller warrants that any services included in the Items shall be performed in a professional manner, in accordance with applicable industry standards. Without limitation of any rights which Integer may have at law by reason of any breach of warranty, Items which are not as warranted may be returned at Seller's expense for either credit or replacement, as Integer may direct. This warranty does not constitute a waiver of any other rights of Integer, express or implied. This warranty shall run to Integer, its successors and assigns, its customers and the users of its products, and it shall survive acceptance, inspection and payment.
11. **INSPECTION:** Payment for Items delivered under the Order or any delay in inspecting them, giving notice of rejection or returning them shall not constitute an acceptance thereof. All Items shall be received subject to Integer's inspection, and in the event that such Items do not comply with the warranties in Section 10, Integer may, in addition to any other rights which it may have under applicable law, (i) return such Items to Seller at Seller's expense, in which case such Items will not be replaced by Seller without prior written authorization of Integer, (ii) hold such Items pending Seller's instructions, at Seller's risk and (iii) upon notice to Seller, take such actions as may be required to cure all defects and/or bring the Items in to conformity with all of the requirements of the Order, in which event all costs and expenses thereby incurred by Integer will be for Seller's account. Any and all expenses incurred by Integer in the exercise of its rights under this Section will be promptly reimbursed by Seller.
12. **CHANGES:** Integer reserves the right to make changes in the Order including, without limitation, changes in drawings, specifications and delivery ("Change Orders"). Seller agrees to comply with such Change Orders. If such Change Orders result in a decrease or increase in Seller's cost or in the time for performance, an equitable adjustment in the price or time for performance shall be made in writing by Integer and Seller. Failure to agree to an adjustment will not excuse Seller from proceeding with the Order as changed. Any claim for additional compensation hereunder must be asserted within thirty (30) days after such Change Order. Failure of Seller to assert its claim shall operate as a waiver. Seller will not make any change to the Order, the Specifications for any of the Items delivered under this Order, or the raw materials, design, or production processes that may affect the dimensions, appearance, price, form, fit, function (including without limitation performance, interchangeability and interface), chemical composition, cleanliness, delivery, reliability, safety, maintenance or installation of any of the Items under this Order, without Integer's prior written consent (which consent may be withheld in its sole discretion). Without limiting the generality of the foregoing, Seller will not make any change to the following without Integer's prior written consent (which consent may be withheld in its sole discretion): (i) manufacturing location of the Items; (ii) Seller's equipment, including, but not limited to, its processing or manufacturing equipment; (iii) location of manufacturing equipment within Seller's location; (iv) tooling; (v) CNC machine program code from the released production process approved by Integer for the Items; (vi) Seller's processing parameters; (vii) Seller's suppliers; (viii) fixtures or manufacturing material that may be in contact with the Items or any components thereof; (ix) configuration of the Items that may affect the form, fit, or function of the Items; (x) the frequency or methodology of Seller's preventative maintenance, whether necessitated by emergency or otherwise; (xi) Seller's inspection requirements or methodology; (xii) Seller's process flow related to the Items; (xiii) Seller's design of the Items or any component thereof; or (xiv) Seller's raw material suppliers. Seller will immediately notify Integer in writing of any proposed changes described in this Section 12.
13. **MATERIAL, EQUIPMENT AND INSURANCE:** Unless otherwise agreed to in writing by Integer, Seller is to supply all material and equipment required to execute the Order. Unless otherwise agreed in writing, all specifications, drawings, technical information, data and/or patterns, tools, equipment, or material of every description furnished to Seller by Integer, or paid for, either partially or totally, by Integer, and any replacement thereof, or any materials affixed or attached thereto, shall be and remain the personal property of Integer. Such property, while in Seller's custody or control, shall be (i) held at Seller's risk, (ii) clearly

marked and stored so that such property can be identified as the property of Integer, (iii) made available for inspection by Integer at any time, (iv) insured by Seller at Seller's expense, in an amount equal to such property's replacement cost, with loss payable to Integer, and (v) subject to removal at any time upon Integer's request.

14. **FEDERAL, STATE AND LOCAL TAXES:** Unless otherwise agreed to in writing by Integer, the Order prices shall include any and all federal, state and local taxes applicable to the manufacture, sale or distribution of the completed Items and any subsidiary items incorporated therein, including, but not limited to, any tariffs imposed on the Items and/or any subsidiary items incorporated therein.
15. **PATENTS, TRADEMARKS, ETC.:** Seller warrants that neither the Items furnished under the Order nor the sale or use thereof will infringe on any existing patent, trademark or copyright. All royalties for patents or charges for the use of patents which may be involved in the performance of the Order shall be included in the cost of performance and shall be paid by Seller.
16. **INDEMNIFICATION:** Seller shall defend, indemnify and hold harmless Integer and its affiliates and their respective directors, officers, employees, agents, customers, successors and assigns from and against any and all claims, causes of action, suits, liabilities, damages, losses, costs and expenses arising from or relating to (i) any personal injury or death of any person or damage or loss to any person or any property, or any consequential or incidental damages resulting therefrom, caused or contributed to by any act, fault, or negligence of Seller or anyone acting on its behalf or by any fault or defect in any of the Items (including by reason of strict liability in tort), (ii) any suit, claim or demand alleging patent, trademark or copyright infringement or misappropriation of any trade secret arising out of or in connection with, the Order, (iii) any breach of this Order by Seller or anyone acting on its behalf, or (iv) the negligence, gross negligence or willful misconduct of Seller or anyone acting on its behalf. Integer may assume its own defense, or join in the defense of any action in which it is made a party, in which event the foregoing indemnity and agreement to hold Integer harmless shall extend to all of Integer's cost therein including attorneys' fees and litigation costs.
17. **ASSIGNMENT:** Seller shall not assign this Order, by operation of law or otherwise, any of its rights or obligations under this Order or any moneys due or to become due hereunder, without the prior written consent of Integer. Any assignment or attempted assignment made without such consent of Integer shall be void.
18. **TERMINATION FOR CONVENIENCE:** Integer may, at any time and upon notice, terminate the Order in whole or in part without liability regardless of whether Seller is in default under the Order. Termination by Integer under this Section shall be without prejudice to any claims Integer may have against Seller. The provisions of this Section shall not limit or affect Integer's rights under Section 19.
19. **TERMINATION FOR DEFAULT:** Each of the following events shall constitute a default by Seller for purposes of this Order (i) the insolvency of Seller, (ii) any assignment for the benefit of creditors of Seller, (iii) the voluntary or involuntary filing of a petition order or other decree in bankruptcy by or against Seller, (iv) the commencement of any proceeding, under court supervision or otherwise, for liquidation of, reorganization of, or the composition, extension, arrangement or readjustment of the obligations of Seller, (v) failure by Seller to comply with Integer's instructions and Change Orders, (vi) failure by Seller to comply with any of the provisions of the Order, (vii) failure of the Items to conform to Seller's warranties contained herein or other warranties made by Seller, (viii) failure of Seller to make deliveries as scheduled and (ix) proof that any representations by Seller were false when made. In the event of any such termination Integer, in addition to other rights it may have under applicable law or other terms of this Order, shall have the right (i) to refuse to accept further delivery of Items, (ii) to return to Seller, at Seller's expense, any Items already delivered and to recover all payments made therefore and for expenses incident thereto, (iii) to recover any advance payments to Seller for undelivered, unperformed or returned Items and (iv) to purchase elsewhere and charge Seller any additional costs resulting therefrom. Integer's right to return Items is not affected by any assignment by Seller or moneys due or to become due hereunder.
20. **WAIVER:** No delay or omission in exercising any right or remedy shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights, powers, elections and remedies of the parties hereunder are cumulative and in addition to those which

the parties have at law or in equity. Integer's failure to object to any provision contained in any communication from Seller shall not be deemed an acceptance of such provision or a waiver of any provision of this Order.

21. **STATUTE OF LIMITATIONS; COMPLIANCE WITH LAWS:** Any action of any nature by Seller against Integer must be commenced by Seller within one year after the cause of action first accrued. Seller shall, in the performance of the Order, comply with all applicable laws, statutes, rules, regulations and orders of governmental, public and quasi-public authorities. Seller also represents to Integer that such Items and their manufacture, sale and purchase is in compliance with the following:
- a) Robinson-Patman Act
  - b) Fair Trade Commission Act
  - c) Fair Packaging and Labeling Act
  - d) Civil Rights Act of 1964 and Executive Order 11246
  - e) Fair Labor Standards Act
  - f) Federal Food, Drug and Cosmetic Act, as amended
22. **CONFIDENTIAL INFORMATION:** Seller shall not, without Integer's prior written consent, use or disclose any information that is relative to the Order or that is otherwise disclosed to it by Integer, except as may be reasonably necessary to perform its obligations under the Order and only to those of its employees with a duty to maintain such information as confidential. Seller shall protect the confidentiality of all such information with the same degree of care it uses to protect its own confidential information, but in no event less than a reasonable standard of care. Seller agrees that any knowledge or information of Seller that it has disclosed or may hereafter disclose to Integer in connection with the purchase of the Items covered by the Order, shall not, unless otherwise specifically agreed upon in writing by Integer, be deemed to be confidential or proprietary information, and shall be acquired by Integer free from any restrictions (other than a claim for patent infringement by Seller) as part of the consideration for the Order.
23. **FORCE MAJEURE:** Integer shall not be liable for any failure or delay in performance of its obligations under this Order due wholly or partly to any act of the government, war conditions, strikes, fire, flood, act of God or any other event beyond the reasonable control of Integer.
24. **DAMAGES; SET-OFF:** Damages recoverable by Integer under this Order will include all losses of every kind and nature including, but not limited to, lost profits, special, direct, indirect and consequential damages. Integer will be entitled at all times to set-off any amount owing at any time from Seller to Integer or any affiliate thereof against any amount payable at any time by Integer or any affiliate thereof to Seller.
25. **GOVERNING LAW; ARBITRATION:** This Order shall be governed by, interpreted and construed in accordance with the internal laws of the State of New York, without regard to the principles of conflicts of law. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Order or any purchase hereunder. All disputes other than claims for injunctive or other equitable relief arising from or related to this Order shall be submitted to arbitration in Buffalo, New York (or at a location agreed to by Integer) under the rules then prevailing of the American Arbitration Association and judgment may be entered on any award in a court of competent jurisdiction. For all claims for injunctive or other equitable relief arising from or related to this Order, each of the parties hereby irrevocably and unconditionally (a) consents to submit to the exclusive jurisdiction of the United States District Court for the Western District of New York or the applicable state court located in the State of New York, County of Erie for any such action or proceeding, (b) waives any objection to the laying of venue of any such action or proceeding in such courts and (c) waives and agrees not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.
26. **LIMITATION OF LIABILITY; EXCLUSION OF DAMAGES:** Other than payment of the purchase price for Items which is validly due to Seller in accordance with the terms of the Order, Integer will have no liability with respect to any claim by Seller or any third party arising out of or in any way relating to any Items sold by Seller to Integer under this Order. **INTEGER WILL NOT BE LIABLE TO SELLER OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES, LOST PROFITS OR OTHER LOSSES OF SELLER OR ANY THIRD PARTY ARISING OUT OF**



OR IN ANY WAY RELATING TO THE SALE, USE OR TRANSPORTATION OF ANY ITEM PURCHASED UNDER THIS ORDER.

27. **C-TPAT NOTIFICATION:** Seller shall inform Integer of Seller's Customs-Trade Partnership Against Terrorism (C-TPAT) program membership status. If Seller is not a C-TPAT participant, then Seller shall take such reasonable measures as to ensure the physical integrity and security of all shipments to or on behalf of Integer against the unauthorized introduction of harmful or dangerous materials, drugs, contraband, weapons, weapons of mass destruction or unauthorized personnel in transportation conveyances or containers. Integer is a certified member of the C-TPAT program and strongly urges Seller to adopt the security standards of this program. Seller may obtain information pertaining to C-TPAT security requirements at the website <http://www.cbp.gov>. As a C-TPAT member, Integer is required to make periodic assessments of its supply chain based upon the CTPAT security criteria. Seller shall take such reasonable measures as necessary to cooperate with any Integer supply chain security assessments and to ensure that pertinent security measures are in place and followed throughout Seller's supply chain.
28. **EXPORT COMPLIANCE:** Integer is committed to compliance with all applicable U.S. export regulations and laws, including, but not limited to the U.S. Treasury Office of Foreign Asset Control ("OFAC"), the U.S. State Department Directorate of Defense Trade Controls ("DDTC") and the U.S. Commerce Department Bureau of Industry and Security ("BIS"). Seller agrees to comply with all such laws and regulations. Seller acknowledges its responsibility to obtain any license to export, re-export or import as may be required. Seller represents and warrants that it is not on the Specially Designated Nationals List, the Denied Persons/Entities List, the Debarred Persons List and is not otherwise prohibited from providing the Items hereunder. Seller shall promptly notify Integer, in writing, if Seller becomes debarred, suspended or proposed for debarment.
29. **EQUAL OPPORTUNITY EMPLOYER:** **Integer is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60300.5(a), and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.**
30. **ANTI-TRAFFICKING:** The United States Government has adopted a policy prohibiting trafficking in persons, including, but not limited to, the trafficking-related activities of this Section. The United States Government policy and specific prohibited actions are set forth in Federal Acquisition Regulation 52.222-50. Integer is a federal contractor or subcontractor and will take appropriate actions, up to and including termination, to ensure its employees, agents, or subcontractors do not violate the United States Government's policy prohibiting trafficking in persons.
31. **CONFLICT MINERALS:** For all Items delivered to Integer under this Order, Seller shall provide Integer, at no additional cost, with assistance and sufficient documentation, as reasonably determined by Integer, to enable Integer to comply with its obligations under Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Reform Act") and the rules and regulations promulgated thereunder relating to Conflict Minerals (as defined in the Reform Act), and other similar laws or regulations including the European Conflict Minerals 2017/821 Regulation as applicable. Such assistance and documentation may include, but may not be limited to, (a) completing and submitting questionnaires or templates relating to the origin of Conflict Minerals contained in the Items (collectively, "Surveys") within the deadline requested by Integer; (b) promptly responding to Integer's questions or request for additional information with respect to Seller's Survey; and (c) to the extent the Items contain Conflict Minerals, using diligent efforts to ensure traceability of those metals to the smelter level, including working with Seller's subcontractors and subsuppliers to identify the origin of the Conflict Minerals. Seller agrees to maintain any documentation and data related to Seller's obligations under this Section 31, including any traceability data, for a period of five (5) years and agrees to provide Integer with a copy of such documentation or data promptly upon request. Upon notice to Seller, Integer has the right to amend the requirements of this Section 31.

32. **PRODUCT STEWARDSHIP AND MATERIAL COMPLIANCE:** In order to meet various global requirements and industry standards, Integer requires that its assembly, component, and raw material suppliers meet the requirements of country, federal, state and local environmental and hazardous substance regulations. Seller will promptly notify Integer of any changes in the Items' design, technical specification, composition, components, substances or materials, or any changes in a supplier of component, substance or material, that may have an impact on the ongoing compliance of material supplied to Integer. Upon request, Seller shall provide the applicable product compliance declarations regarding, but not limited to, the following regulations:
- a) EU Directive 2011/65/EC and 2015/863 on the restriction of the use of certain hazardous substances in electrical and electronic equipment, as amended and implemented ("RoHS Directive");
  - b) China Ministry of Information Industry Order #39: Administrative Measure on the Control of Pollution Caused by Electronic Information Products, as amended and implemented ("China RoHS");
  - c) EU Regulation 1907/2006/EC concerning the Registration, Evaluation, Authorization and Restriction of Chemicals, as amended and implemented ("REACH");
  - d) EU Directive 2018/851 amending Directive 2008/98/EC on waste, as amended and implemented ("Waste Framework Directive");
  - e) EU Directive 2012/19/EU on Waste Electrical and Electronic Equipment, as amended and implemented ("WEEE");
  - f) EU Directive 1994/62/EC on Packaging and Packaging Waste, as amended and implemented (including, but not limited to, by Directive 2004/12/EC and Commission Decision 1997/129/EC);
  - g) EU Directive 2006/66/EC on batteries and accumulators and waste batteries and accumulators, as amended and implemented ("Battery Directive");
  - h) California Safe Drinking Water and Toxic Enforcement Act, 1986, as amended and implemented ("California Proposition 65");
  - i) EU Regulation 2017/745 on Medical Devices, as amended and implemented (including Carcinogenic, Mutagenic, or Reproductive ("CMR") Class 1A or 1B substances and Endocrine Disrupting Chemicals ("EDC")); and,
  - j) All applicable medical device regulations, including, but not limited to (A) EU Commission Regulation No. 722/2012 on the use of materials of animal origin in medical devices, and (B) FDA 21 CFR 801.437 and EU Guidance 2.5/9 on the use of latex in medical devices.
- Upon notice to Seller, Integer has the right to amend the requirements of this Section to include additional laws, regulations, directives, orders or decrees of any kind. Upon request, Seller shall provide updated product compliance declarations with subsequent substance additions to the above-mentioned regulations.
33. **ENVIRONMENTAL, SOCIAL AND GOVERNANCE (ESG) PROGRAM:** Upon request, Seller will provide information regarding its ESG Program including any policies, reports, goals or other ESG related metrics to Integer.
34. **COMPLIANCE WITH GLOBAL ANTI-BRIBERY AND ANTI-CORRUPTION LAWS AND REGULATIONS:** Seller agrees to comply, and to cause its affiliates to comply, with the US Foreign Corrupt Practices Act ("FCPA") and all other applicable antibribery and anti-corruption laws and regulations ("Anti-Corruption Laws") in its performance of its obligations under this Order. Without limiting the generality of the foregoing, Seller shall not take any action that may cause Integer to be in violation of the FCPA or any other Anti-Corruption Laws. Further, Seller shall immediately notify Integer if Seller has any information or suspicion that Seller or its affiliates may be a violation of the FCPA or any other Anti-Corruption Law.
35. **BUSINESS CONDUCT CONSISTENT WITH INTEGER CODE OF CONDUCT AND SUPPLIER CODE OF CONDUCT.** Seller shall review and act in a manner consistent with [Integer's Code of Conduct](#) and [Integer's Supplier Code of Conduct](#).
36. **SEVERABILITY:** The unenforceability or invalidity of any provision of this Order will not affect the enforceability or validity of the remaining provisions of this Order.
37. **ENTIRE AGREEMENT:** This Order contains the entire agreement and understanding between Integer and Seller relating to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between Integer and Seller with respect to the subject matter hereof.