The Purchase Order Terms and Conditions together with its purchase order(s) (the "Order(s)"), user manuals, instructions, training materials, system manuals, specifications and all other Seller materials related to it authorize the transfer and delivery of the Products and Services as identified on an Order ("Clarivate Analytics") and the supplier of Products or Services as identified on an Order ("Seller") hereunder. 

1. Definitions. "Affiliate" means Clarivate Analytics (Holdings) (Jersey) Limited and its indirect and direct Controlled entities only or that is a successor (including, without limitation, by change of name, dissolution, merger, or reorganization, sale of all or substantially all of its assets). "Controlled" means the power to direct or cause the direction of the management or policies of an Affiliate, whether through the ownership of voting securities, by contract, or otherwise. "Products" means the goods (including but not limited to, hardware, tooling and equipment, and information acquired directly or indirectly (including but not limited to oral, written, visual, graphical, and electronic information), by Seller from Clarivate Analytics, or analyses, compilations, studies, or other documents prepared by Seller or its representatives which contain or otherwise reflect such information provided by Clarivate Analytics (collectively, "Confidential Information"); "Products" also means the equipment, materials, and other goods obtained by Clarivate Analytics from Seller, as an Affiliate, whether through the ownership of voting securities, by contract, or otherwise. "Products" also means the information that the Seller can demonstrate (a) is or becomes generally available to the public; (b) is independently developed by the Seller without use of, or reference to, the Confidential Information; or (c) is obtained by the Seller from a third party other than the Seller. "Public" means the product, whether existing now or in the future; whether or not registered and all applications and renewals for the same) and any other term, will be effective unless authorized by Clarivate Analytics in writing. Seller may not make asset substitutions or overestimations without Clarivate Analytics' prior written authorization. 

Clarivate Analytics may from time to time request reasonable changes in writing in the scope of the Order, including but not limited to: Clarivate Analytics' requirements, quantities, delivery schedules, testing protocol or destination. Seller shall implement such changes unless materially burdensome to Seller; the applicable Order will be amended to accommodate such changes. 

The Seller informs Clarivate Analytics forthwith in the event of such changes being materially burdensome to the Seller. 

3. Delivery of Products. Unless otherwise requested or authorized by Clarivate Analytics in writing on or before the delivery date, Seller shall fulfill the Order in one lot. Seller shall include in its shipment all User manuals and other documents, or other evidence, if such manufacturer intended to remain with the Products. Seller must identify all shipments, shipping papers, invoices, and correspondence with the order number and an itemized Product and Services list. The acceptance of a Product by a Customer does not constitute acceptance of any associated or related Product or Services. Buyer (INCOTERMS 2010). If applicable, Seller will add only actual freight costs to its invoice to Clarivate Analytics. 

4. Returns. Clarivate Analytics may return Products to Seller within six months of Clarivate Analytics' receipt of the Product and receive a full refund, except that the Products must be in their original packing and in new condition for the return, and the Products shall be in the same case of a defective Product. For all permitted returns, Clarivate Analytics shall notify Seller of its intent to return Products and within 24 hours of Clarivate Analytics' notification. Seller will assign and provide to Clarivate Analytics, a Return Materials Authorization ("RMA") number. If the return is due to Clarivate Analytics' error, the shipping terms for the returned Products are D.A.R. (named place of destination) (INCOTERMS 2010). The shipping terms for all other Product returns are E.W.O. (Origination). 

5. Compliance with Clarivate Analytics Procedures; Insurance. If the Services are performed at a location other than a Clarivate Analytics office, Seller shall notify any and all parties including, but not limited to, the local authorities, that Seller is working at such location. Seller shall comply with Clarivate Analytics' Supply Chain Ethical Code at all times. Seller shall be responsible for all equipment, tooling and equipment used in the performance of the service. Seller shall maintain, at its sole cost and expense, insurance sufficient to cover all damages, liabilities and obligations arising from or related to the PO. 

6. Environmental, Health and Safety Laws. For all potentially hazardous Products and/or Services, the Seller shall submit information to Clarivate Analytics' Risk Management department, which shall at a minimum provide the information necessary to comply with the environmental, health and safety laws applicable in the jurisdiction for which the Product or Service is intended. 

7. Pricing. Prices shall be as specified in the related Order. Seller shall promptly inform Clarivate Analytics of any price changes and update the cost of any Product or Service that are charged to the Buyer. If Seller fails to comply with this requirement, Seller will not be entitled to receive any additional payment for the Product or Service. 

8. Invoicing; Payment; Taxes. Seller will invoice Clarivate Analytics following its shipment of the Products or its performance of the Services. Clarivate Analytics agrees to pay Seller on the following Monday following the last day of the month following delivery. 

Notwithstanding the foregoing, all claims for money due or to become due to Seller from Clarivate Analytics shall be subject to the right of Set-Off. Seller shall not assign, subcontract or otherwise transfer any of its rights or obligations hereunder without prior written consent of Clarivate Analytics. 

Seller is a nonexclusive independent contractor to Clarivate Analytics. The employees or agents of Seller are not employees of Clarivate Analytics and are not eligible to participate in any benefits or privileges given or extended by Clarivate Analytics, by operation of law, any agreement, or otherwise. Clarivate Analytics has no authority to assume or create any obligation, express or implied, on behalf of Clarivate Analytics. 

9. Indemnification. Seller, at its own expense, shall indemnify, defend and hold Clarivate Analytics harmless from and against all losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys' fees) ("Losses") insofar as such Claims or Losses are related to any act or omission, or willful misconduct of Seller or its employees, subcontractors or agents or a breach by Seller of any of its obligations hereunder. 

If any undisputed invoices for taxes are applicable, Seller will separately state them on the invoice. Clarivate Analytics has no obligation to pay any taxes or fees that are based on Seller's net income. If any undisputed invoices for taxes are applicable, Seller will separately state them on the invoice. 

10. Indemnification. The Purchase Order Terms and Conditions together with its purchase order(s) (the "Order(s)"), user manuals, instructions, training materials, system manuals, specifications and all other Seller materials related to it authorize the transfer and delivery of the Products and Services as identified on an Order ("Clarivate Analytics") and the supplier of Products or Services as identified on an Order ("Seller") hereunder.