

STEERE ENTERPRISES, INC.
STANDARD TERMS AND CONDITIONS OF SALE

1. AGREEMENT OF SALE.

- (a) The terms and conditions set forth in this document (the “**Terms**”) are intended to establish standard terms and conditions of sale for all sales by Steere Enterprises, Inc. and its affiliates and subsidiaries, as applicable in each case, (collectively, “**Seller**”), to the purchaser (“**Buyer**”) unless otherwise provided in a written agreement executed by both Buyer and Seller. The Terms, together with quotation, order acknowledgments, or invoices, specifications, and all supplements and attachments thereto issued by Seller from time to time (collectively, the “**Other Documents**”), shall constitute the entire agreement (“**Agreement**”) between Buyer and Seller for each such sale. In the event of any inconsistency between the Terms and provisions contained in the Other Documents, the provisions contained in the Other Documents shall control. All sales by Seller are expressly conditional upon the Terms.
- (b) Any conduct by Buyer which recognizes the existence of a contract pertaining to the subject matter hereof, including, but not limited to, acceptance of the Products (as defined herein), payment thereof or resale of the Products, shall constitute acceptance by Buyer of the Terms. Additional or different terms provided in Buyer’s purchase order or acceptance which vary in any degree from any of the Terms are hereby objected to and rejected.
- (c) The Terms may be modified from time to time by Seller, by notice to Buyer. Each such modification shall be binding upon Buyer with respect to all purchases occurring after the date of such modification.
- (d) Except as otherwise described herein, no modification or termination hereof or waiver of any of the obligations hereunder shall be effective unless in writing and signed by Seller. The failure by Seller to enforce any of the Terms, shall not constitute a waiver and shall in no way be construed as a waiver of such provisions or options, nor in any way be construed to affect the validity of the Terms, or the right of the Seller thereafter to enforce the Terms.

2. WARRANTY.

- (a) Except as expressly provided herein and as limited hereby, Seller warrants that the materials, equipment, supplies, or services sold hereunder (the “**Products**”) will materially conform, at the time of delivery to Buyer, to the specifications specified in Seller’s quotation, order acknowledgment, or invoice, as applicable. The foregoing warranty shall not extend to: (i) any Products which have been damaged by accident or rendered defective by the performance of repairs or alterations outside of Seller’s plant, except when performed under Seller’s specific authority; (ii) any Products furnished by Buyer or acquired from others at Buyer’s request or specifications; (iii) any components not manufactured by Seller which are attached to, incorporated in or otherwise made a part of Seller’s Products, it being acknowledged by Buyer that only the respective original manufacturers’ warranties with respect to such components shall be offered to Buyer to the extent permitted by such manufacturer; (iv) defects resulting from damage due to corrosion or abrasion; (v) defects resulting from damage due to any wear normally to be expected in the Products involved; and (vi) damages incurred in connection with the transportation, improper handling, storage, sale, or service of the Products, or any other acts of Buyer, resulting in the damages.
- (b) **EXCEPT AS EXPRESSLY SET FORTH HEREIN, TO THE FULLEST EXTENT PERMITTED BY LAW, SELLER HEREBY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR THAT MAY ARISE FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE IN THE TRADE. SELLER DOES NOT EXTEND THE FOREGOING WARRANTY, AND BUYER MAY NOT TRANSFER IT, TO BUYER’S CUSTOMERS OR OTHER THIRD PARTIES.**
- (c) Procedure and Remedy for Warranty Claims: Buyer shall be deemed to have inspected the Products upon receipt. All claims under the Terms must be made by registered or certified mail, and must state with particularity the defect or damage complained of which constitutes a breach of the warranty set forth in paragraph 2(a). In no event may any claim (other than for latent defects) be made more than twenty (20) calendar days after Product is delivered or otherwise available to Buyer. In the event that a timely and bona fide claim under the Terms (other than for latent defects) is made with respect to a defective or damaged Product, Seller’s sole responsibility shall be, at Seller’s option, to furnish the missing Product or replace the defective or damaged Product or to give Buyer an allowance therefore. Buyer’s obligation to accept and make payment on time for the balance of the Product delivered or to be delivered under the order shall not be affected thereby.

(d) **Latent Defects:** Buyer shall only be able to make claims with regard to latent defects in Products if such latent defects existed at the time of delivery to Buyer and are discovered within the period of six (6) months after the receipt of the Product by Buyer; provided that Buyer informs Seller thereof by certified or registered mail within forty-five (45) calendar days of the discovery of the latent defect. In such event, Buyer shall only be entitled, at Seller's option, to replacement of the defective Product or to give Buyer an allowance on, or refund of the purchase price therefore. In any case, Seller shall be entitled to a return of the defective Product, at its request and expense. No claim may be made, and Seller shall have no liability, for any latent defect where the subject Product has been improperly handled or stored, or otherwise abused, after delivery to Buyer unless Buyer can show that such improper handling or storage or other abuse would not have affected the Product or otherwise impaired the usefulness thereof.

3. **MODIFICATION OF PRODUCTS.** Seller shall be entitled to make any and all changes in details of design, fabrication or arrangement of the Products as Seller in its sole discretion determines will constitute an improvement upon the Products or any design specifications previously furnished to Buyer.

4. **INDEMNIFICATION.** Buyer shall defend and indemnify Seller and its affiliates, directors, officers, agents, servants, employees, successors and assigns (the "**Seller Indemnified Parties**") against, and hold them harmless from and against and pay on behalf of or reimburse any and all claims, demands, actions, causes of action, suits, obligations, liabilities, losses, damages, deficiencies, judgments, settlements and compromises (whether or not arising out of third-party claims), costs and expenses, including, reasonable attorney's fees and court costs (collectively "**Losses**"), in connection with, without limitation: (a) a recall of any product into which Seller's Products are incorporated; (b) Buyer's failure to specify to Seller any requirements that are required to be passed through to Seller, pertaining to a product into which Seller's Products are incorporated; (c) the use of a Product in combination with other products, equipment, or software not supplied by Seller; (d) the negligence or misconduct of Buyer, its agents, employees, representatives, or contractors; (e) infringement of any patent made in accordance with the design or specification furnished by Buyer; (f) use of a Product in an application or environment for which it was not designed; (g) modifications of the Product by anyone other than Seller; (h) the transportation, storage, sale, or service of the Products by Buyer; and (i) bodily injury, death, property damage, or economic loss, relating to, resulting from or arising out of acts or omissions of Buyer or relating to or arising out of the use, operation, ownership or condition of any of the Products purchased by Buyer or the breach or non-performance of Buyer's obligations under the Terms.

5. **QUANTITY.** Unless otherwise specified, Seller may deliver, and Buyer will accept and pay for, up to ten percent (10%) more or less than the quantity specified in the Agreement. Unless otherwise specified, Seller shall have the right to make partial shipments. Each partial shipment shall be deemed a separate sale, and payment shall become due therefore in accordance with the terms of payment contained in the Agreement.

6. **DELIVERY.** Domestic orders are shipped FOB Seller's facility, and international orders are shipped Ex Works Seller's facility. All shipping terms shall have the meanings set forth in the Uniform Commercial Code for domestic sales or in INCOTERMS 2020, as published and promulgated by the International Chamber of Commerce, for international sales.

7. **PRICES; PAYMENT.** Prices, and other terms of sale and payment, are subject to change without notice. Stenographic or clerical errors are subject to correction. All accounts are payable in United States funds, free of setoff, exchange, collection, or any other charges. Payments shall be received by Seller no later than thirty (30) days from the date of Seller's invoice. Unless otherwise specified, if payment hereunder is not made on time, Seller, in addition to all other legal, equitable and contract rights, shall be entitled to interest on such overdue payment at the rate of two percent (2%) per month. Notwithstanding the foregoing, interest shall not be charged on any overdue payment at a rate in excess of the maximum rate permitted by law. In addition, all collection charges including reasonable attorneys' fees incurred to collect said payment shall be payable by Buyer. **NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY, ANY PROGRESS PAYMENTS MADE ON THE PRODUCTS ARE NON-REFUNDABLE TO BUYER, AND SHALL BE RETAINED BY SELLER.**

8. **ACCEPTANCE OF ORDERS; CREDIT.**

(a) All orders are subject to Seller's credit department approval prior to acceptance by Seller. Seller makes no assurance or guarantee regarding any amount of credit or the continuation of such credit to Buyer. In the event Seller provides credit to Buyer, Buyer shall provide to Seller such annual or interim reports containing Buyer's consolidated financial statements for a particular fiscal year or accounting period, as requested. In all cases, such statements shall be in accordance with generally accepted accounting principles.

(b) Notwithstanding the foregoing, if Seller determines, in its sole discretion, that the creditworthiness or future

performance of Buyer is impaired or unsatisfactory, Seller may: (i) suspend deliveries of product or services; (ii) require prepayment by wire transfer of immediately available funds; or (iii) require Performance Assurance. Buyer hereby waives written notice of any such action. "Performance Assurance" means collateral in the form of cash, letters of credit, guaranty, or other security acceptable to Seller in its sole discretion. In the event Buyer fails to provide Performance Assurance within 30 days of receipt of such notice, Seller may, in addition to any other remedies it may have hereunder, terminate the Agreement and cancel any unshipped Products without any liability to Buyer.

- (c) If at any time there is a change in the financial condition or structure of Buyer, arising from a change in business or market conditions or otherwise, or arising from a merger, reorganization or other change in business form or if Buyer becomes insolvent, makes an assignment for the benefit of its creditors or ceases to be a going concern, or if a petition in bankruptcy with respect to Buyer is filed, or if any lien arising from judicial process or otherwise is placed upon or any receiver or trustee is appointed with respect to any material asset of Buyer, then Seller, in addition to any and all other rights and remedies, shall have the right to cancel an order without liability.

9. IMPORT DUTIES, TAXES AND OTHER CHARGES. Except to the extent otherwise provided in an invoice, Buyer shall pay all taxes (excluding federal, state or local income or franchise taxes of Seller) and all import duties, levies and impositions and all other governmental charges, assessments, fees, and any interest or penalties thereon, whether payable by Seller or Buyer, imposed or levied on or with respect to the Agreement, the amounts payable hereunder, the Product or the possession, sale, use, furnishing or ownership of the Product. Buyer shall also be responsible for obtaining and paying for any permits, licenses, or other governmental authorizations necessary for the exportation or importation of the products into the designated country of importation, and it shall comply with all laws and regulations thereof. If Buyer shall fail to pay and discharge such taxes, duties and other sums when due, Seller may at its option, pay the same, in which event Buyer shall promptly reimburse Seller for such sums paid. The Agreement price will be increased by the increased amount Seller is liable to pay in respect of any value added tax chargeable on the supply to Seller of materials to be incorporated in the Products or on services which are required for the performance of Seller's obligations under the Agreement.

10. INSURANCE. At all times that Seller performs work hereunder, Buyer shall maintain in full force and effect, at Buyer's own expense, insurance coverage by insurers acceptable to Seller including commercial general liability insurance (Bodily Injury and Property Damage, including premises, contractual, products liability, or completed operations coverage) of \$1,000,000 in the aggregate; \$1,000,000 each occurrence in the aggregate with a single excess umbrella coverage of not less than \$5,000,000 for combined bodily injury and property damage. Seller shall be named in the foregoing insurance policies as a blanket additional insured for all claims, demands, and causes of action of every kind and character arising out of or resulting from performance of the parties' obligations hereunder. Seller's status as an additional insured shall not be restricted to Buyer's vicarious liability for Seller or any other similar restriction. Seller shall be entitled to status as an additional insured even if any of the indemnity provisions are unenforceable. The policies of insurance noted above shall be endorsed to waive all rights of subrogation against Seller for all claims, demands and causes of action of every kind and character caused by or resulting from the work that is the subject matter of the Agreement. Such policies shall be endorsed to provide that all insurance shall be primary and non-contributing with any other insurance maintained by Seller regarding all claims, demands and causes of action of every kind and character caused by or resulting from Seller's performance hereunder. All such policies shall provide that coverage shall not be terminated except upon ten (10) days' prior written notice to Seller. Buyer agrees to provide Seller certificates of insurance, evidencing coverage in accordance with this paragraph, when requested by Seller. Buyer's obligations under this paragraph shall survive the cancellation, termination, or completion of the Agreement.

11. DELAY IN DELIVERY: FORCE MAJEURE. The date of delivery stated in the order acceptance or confirmation is an estimated date and Seller shall use commercially reasonable efforts to ship within the time promised, but does not guarantee to do so, and assumes no liability for not doing so. Seller shall not be responsible for any liability due to any delay in the performance of any order accepted by it due to unforeseen circumstances or to causes beyond its reasonable control. Examples of such causes include, but are not limited to: (a) acts of God; (b) acts of Buyer; (c) floods, fires, wind, extreme weather, earthquakes or other potential disasters or catastrophes; (d) accidents or explosions; (e) epidemics, pandemics, quarantines or lockdowns; (f) war, mobilization, civil commotion, invasion, acts of a public enemy, hostilities (whether war is declared or not), terrorist threats or acts, riots, revolution, insurrection, or other civil unrest; (g) any act or failure to act by any government, foreign or domestic; (h) freight embargoes or blockades in effect on or after the date of this Agreement; (i) lock-out of suppliers necessary to the execution of the order; (j) loss of or unavailability of usual sources of transportation, fuel, labor, supply, raw materials, or power priorities; (k) failure, breakdown, or shortage of components necessary to the completion of the order; (l) equipment breakdown; (m) embargoes; (n) subcontractor caused delays; (o) compliance with any law, rule, regulation or order, whether valid or invalid, of any government body or any instrumentality therefor, or acts of civil or military authorities, whether now existing or hereafter created; (p) national, regional, or local emergency; (q) strike, labor stoppage or slowdown, differences with workers, lockouts, or other industrial disturbances; and (r) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining

supplies or adequate or suitable materials. Performance of an order shall be deemed suspended so long as any such circumstances or causes delay its execution and Buyer shall extend any letter of credit issued in payment for the Product, if applicable, through any such delay. Whenever such circumstances or causes have been remedied, Buyer shall accept performance under said order.

12. **DEVIATION.** Notwithstanding anything to the contrary herein, if after the Product has been shipped to Buyer by Seller, its arrival at port of destination is delayed or prevented because, without the fault of Seller: (a) the vessel is delayed in arriving, berthing or unloading, or unloads at a different port; or (b) the Product has been transhipped, then, in any such event: (i) Seller shall not be liable therefore; (ii) the time for delivery to Buyer shall be extended until the Product is unloaded; and (iii) the port of destination within the terms on the order acceptance or confirmation shall be deemed to be the place at which the Product is unloaded by the vessel if at a different port than scheduled. Seller shall advise Buyer of any such delay or deviation within a reasonable time after Seller is notified thereof and Seller shall cooperate with Buyer, at Buyer's expense, to ship the Product to the point of destination requested by Buyer.

13. **LIMITATION OF LIABILITY.**

- (a) **THE BUYER'S REMEDIES WITH RESPECT TO ANY PRODUCT FURNISHED BY SELLER HEREUNDER THAT IS FOUND NOT TO BE IN CONFORMITY WITH THE TERMS BECAUSE OF BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, OR STRICT LIABILITY, SHALL BE LIMITED EXCLUSIVELY TO THE RIGHT OF REPAIR OR REPLACEMENT OF SUCH DEFECTIVE PRODUCT, OR REFUND OF THE SALE PRICE OF THE PRODUCT, AT THE SOLE DISCRETION OF SELLER. NO ALLOWANCE SHALL BE MADE FOR ANY LABOR, CHARGES OF BUYER FOR REPLACEMENT OF PARTS, ADJUSTMENTS OR REPAIRS, SHIPPING, IN-OUT COST OR ANY OTHER COST OR EXPENSE, UNLESS SUCH CHARGES ARE AUTHORIZED IN WRITING IN ADVANCE BY SELLER. BUYER'S OBLIGATION TO MAKE PAYMENT ON TIME FOR THE BALANCE OF PRODUCTS DELIVERED HEREUNDER IS NOT AFFECTED BY ANY CLAIM OF BUYER HEREUNDER. SELLER'S TOTAL LIABILITY, WHETHER FOR BREACH OF CONTRACT, WARRANTY OR OTHERWISE, IS LIMITED TO THE PURCHASE PRICE OF THE PARTICULAR PRODUCT SOLD HEREUNDER.**
- (b) **IN NO EVENT SHALL SELLER BE LIABLE FOR CLAIMS (BASED UPON BREACH OF CONTRACT, BREACH OF EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE, OR OTHERWISE) FOR ANY OTHER DAMAGES, WHETHER DIRECT, IMMEDIATE, FORESEEABLE, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL, OR FOR ANY EXPENSES ARISING DIRECTLY OR INDIRECTLY FROM THE SALE, HANDLING, OR USE OF THE PRODUCTS SOLD HEREUNDER, INCLUDING WITHOUT LIMITATION ANY DAMAGES RESULTING FROM COST OF SUBSTITUTE PROCUREMENT, LOSS OF USE, LOSS OF DATA, LOSS OF PROFITS, LOSS BY REASON OF PLANT SHUTDOWN, NON-OPERATION, SAVINGS, GOODWILL OR REVENUES, LOSS OF BUSINESS, FAILURE OR DELAY IN PERFORMANCE, TRANSPORTATION, HANDLING OR INSTALLATION, OR FABRICATION CHARGES OR EXPENSES, EVEN IF SELLER HAS BEEN NOTIFIED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.**
- (c) **EXCEPT WHERE PREVIOUSLY LIMITED OR EXCLUDED, THE SELLER'S CUMULATIVE MAXIMUM LIABILITY ARISING FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, OR OTHERWISE, SHALL NOT EXCEED THE CONTRACT PRICE, AS OF THE DATE OF SALE.**

14. **SELLER'S REMEDIES.** In the event that Buyer fails to perform all or any part of its obligations hereunder, Seller, at its option and in addition to any and all other remedies, whether at law or in equity, which Seller may have, may cancel the Agreement and recover from Buyer its damages, including its expenses, mill cancellation fees and the differences between the Agreement price and the lesser of: (a) Seller's cost; or (b) the market price at point of delivery to Buyer; or Seller may dispose of the Product, whether shipped, manufactured or otherwise identified to the Agreement, publicly or privately, in bulk units, for Buyer's account and apply the net proceeds after deducting expenses or disposition, against the purchase price. In case of any deficiency, Buyer shall remain liable therefore, and Seller's expenses in either case shall include reasonable attorneys' fees and other costs and expenses of enforcing its rights.

15. **SERVICE AND REPLACEMENT PARTS.** If the Agreement is in effect at the end of a vehicle production program into which the Products are incorporated, Seller will make the Products available to Buyer in order to fulfill Buyer's and its

customers' service and replacement parts requirements provided that: (a) the Buyer is able to make satisfactory service and replacement parts using the existing tooling, or if such tooling is obsolete, defective or worn out, Buyer, at its sole cost and expense, provides Seller with such tooling as Seller deems necessary to make satisfactory service and replacement parts; (b) Seller is able to obtain the raw materials necessary to make the service and replacement parts in the quantities required by Buyer; (c) the price payable for the replacement and service parts is adjusted to a price mutually acceptable to Seller and the Buyer and, thereafter, is adjustable to compensate Seller for any changes in raw material prices; and (d) the set up charges payable to Seller are adjusted in a manner satisfactory to Seller, in its sole discretion, to compensate Seller for the shorter production runs applicable to the manufacturer of the service and replacement parts.

16. **SECURITY INTEREST.** Buyer grants to Seller a security interest, including a purchase money security interest, in and to all Products and all proceeds thereof to secure the full payment and performance by Buyer of its liabilities and obligations to Seller. Buyer hereby authorizes Seller to file any financing statement or other document that is, or becomes, necessary for Seller to perfect the security interest granted hereunder.

17. **PRODUCTION MATERIAL.** Dies, tools, patterns, electronic files and other products of preparation required to produce the products or services sold or provided hereunder (collectively, "**Production Material**") shall remain the property of Seller, unless such Production Material has been furnished to Seller by Buyer or specifically paid for in full by Buyer ("**Buyer Production Material**"), in which case such Buyer Production Material shall be and remain the property of Buyer. Preparation charges or charges for Production Material represent only a portion of cost and do not necessarily constitute payment in full. Unless otherwise agreed to by Seller and Buyer in writing, payment of such charges does not give Buyer any right, title, or interest in such Production Material. Seller shall not be responsible for retention of, and may dispose of, Production Material on which no orders are received for two (2) years or more. Seller agrees to reasonably maintain the Production Material required to produce the products or services sold or provided hereunder (whether Buyer Production Material or otherwise) throughout the term of any agreement; *provided however*, that any extraordinary costs required to maintain such Production Material shall be the sole responsibility of Buyer.

18. **LAWS, ORDINANCES AND REGULATIONS.** Seller shall not be responsible or liable to Buyer for compliance with federal regulations or insurance codes, nor with any State or local laws, ordinances, codes or regulations which may at any time be in effect with respect to the Products, unless such responsibility is expressly assumed by Seller in writing. Seller's obligations are subject to the export administration and control laws and regulations of the United States. Buyer shall comply fully with such laws and regulations in the export, resale or disposition of Products. **Buyer agrees and shall cause each of its customers to agree, that it shall commit no acts which directly or indirectly violate any United States export control law, regulation, treaty or other international agreement to which the United States adheres or complies or any applicable export, import or other laws of any other jurisdiction and agrees to indemnify and to hold the Seller Indemnified Parties harmless from any and all Losses incurred by the Seller Indemnified Parties for any reason arising from or connected with any such violation, incurred intentionally or unintentionally.** Any orders accepted by Seller from a Buyer outside the United States are with the understanding that the ultimate destination of the Products is the country indicated therein. Diversion of the Products to any other destination contrary to United States law is prohibited.

19. **WAIVER OF CERTAIN IMMUNITIES, DEFENSES, AND PROTECTIONS RELATING TO EMPLOYEE INJURIES.** In connection with Buyer's indemnification obligations to the Seller Indemnified Parties with respect to any Losses arising out of any bodily injury (including death) to an employee of Buyer, Buyer waives any immunity, defense or protection under any workers' compensation, industrial insurance or similar laws. This paragraph will not be interpreted or construed as a waiver of Buyer's right to assert any such immunity, defense or protection directly against any of its own employees or such employee's estate or other representatives.

20. **CONFIDENTIALITY.** Confidential Information means information relating to the research, development, products, methods of manufacture, trade secrets, business plans, customers, finances, and personal data related to the business or affairs of Seller. Confidential Information does not include any information: (a) that Buyer can prove with conclusive written evidence that Buyer knew before Seller disclosed it to Buyer; (b) that has become publicly known through no wrongful act of Buyer; or (c) which Buyer developed independently, as evidenced by conclusive written documentation. Buyer agrees not to disclose any Confidential Information and to take all reasonable precautions to prevent its unauthorized dissemination, both during and after the Agreement. Without limiting the scope of this duty, Buyer agrees to limit its internal distribution of Confidential Information to its employees and agents who have a need to know and to take steps to ensure that the dissemination is so limited. Buyer agrees not to use any Confidential Information for its own benefit or for the benefit of anyone other than Seller. Without limiting the scope of this duty, Buyer agrees not to design or manufacture any products which incorporate Confidential Information. All Confidential Information remains the property of Seller and no license or other rights in the Confidential Information are granted hereby. All information is provided "AS IS" and without any warranty, express, implied, or otherwise, regarding accuracy or performance. Further, upon Seller's written request, Buyer agrees to return to Seller, all Confidential

Information, including but not limited to all computer programs, documentation, notes, plans, drawings and copies thereof.

21. **TRADEMARK AND INTELLECTUAL PROPERTY USE.** Seller owns all the trademarks and copyrights related to the Products. Under no circumstances shall Buyer use any of Seller's intellectual property, without the prior written consent of Seller and a license from Seller thereof. **SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO CLAIMS OF INFRINGEMENT MADE BY THIRD PARTIES AND ARISING FROM OR RELATED TO TRADEMARK, PATENT, OR OTHER PROPERTY RIGHTS IN THE PRODUCTS.** Buyer understands and agrees that Seller does not warrant that the Products are free of the rightful claim of any third person by way of infringement or the like. Buyer further agrees to indemnify, defend and hold harmless the Seller Indemnified Parties, at Buyer's sole expense, against any damages from any claim of trademark or patent infringement arising out of or related to any Products sold to Buyer.

22. **SPECIFICATIONS.** All specifications referring to published standards (such as ASTM) shall be deemed to refer only to the physical properties set forth therein unless otherwise specified.

23. **LAW AND JURISDICTION.** Regardless of the location of Buyer or place of shipment of the Products, the Terms (and the order) shall be governed by and construed in accordance with the substantive law of the State of Ohio, without giving effect to its conflict of law provisions. The parties hereby expressly exclude the applicability of the United Nations Convention on Contracts for the International Sale of Goods, if the same would otherwise apply here. Buyer agrees that Buyer shall commence, and that Seller may commence, any legal suit, action, or proceeding involving the Seller in State or Federal court of general jurisdiction in Summit County, Ohio; *provided however*, that any party shall have the right, to the extent permitted by applicable law, to proceed against any other party or its property in any other location to the extent necessary for the enforcing party to enforce a judgment or other court order. Buyer hereby consents to the jurisdiction of such courts and waives all objections to jurisdiction, venue and convenience of forum. Buyer agrees that Seller may file a copy of the Terms with any court as written evidence of the knowing, voluntary and bargained agreement of Buyer to irrevocably submit to the jurisdiction of the State and Federal Courts located in Summit County, Ohio and to waive any objections to jurisdiction, venue or to convenience of forum. Legal process in any proceeding may be served on any party anywhere in the world.

24. **LIMITATION ON ACTIONS.** No claim or cause of action of Buyer arising under or related to the Terms may be asserted more than one (1) year after the date on which such claim or cause of action arises.

25. **SEVERABILITY.** In the event that any provision hereof shall be illegal, invalid or unenforceable, it shall not affect the legality, validity or enforceability of any other provision hereof and such illegal, invalid, or unenforceable provision shall be interpreted and modified by the parties so as to eliminate such illegality, invalidity and/or unenforceability.

26. **BINDING EFFECT; ASSIGNMENT.** The Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and permitted assigns. Buyer may not assign any rights or claims, or delegate any duties hereunder, in whole or in part, without the prior written consent of Seller, which may be withheld at Seller's sole discretion.

27. **BUYER'S UNDERSTANDING.** Buyer represents and warrants: (a) that it has read and understood the Terms; (b) that the Terms are fair and reasonable to Buyer; (c) that the party or individual placing an order on behalf of Buyer has the full power, authority and capacity to do so, and to perform the obligations contained hereunder in accordance with its terms; and (d) no representations have been made or relied upon except as specifically stated in the Terms.

28. **TERM; SURVIVAL.** The Terms shall remain in effect unless expressly terminated in writing by Seller. The rights and obligations of the parties under the Terms which by their nature continue beyond the termination, cancellation or expiration of the Agreement including, without limitation, warranty, indemnifications, intellectual property rights, shall survive such termination, cancellation or expiration and shall thereafter bind the parties and their successors and assigns.

29. **TRIAL PRODUCTS.** If the Products being purchased or sold hereunder are for trial purposes, Buyer acknowledges and agrees that such Products shall not be made into a finished product or sold or distributed in any manner to third parties or other consumers or for any other commercial uses. Buyer shall indemnify the Seller Indemnified Parties for any Losses arising from, related to or in connection with Buyer's default or failure to comply with this paragraph.

30. **VALIDITY AND ENFORCEABILITY OF ELECTRONIC TRANSMISSIONS.** The conduct of Seller and Buyer hereunder, including the use of documents communicated by facsimile or electronic transmission to initiate and accept sales orders, shall, for legal purposes, evidence a course of dealing and a course of performance accepted by the parties. Facsimile or electronic copies of signed documents, if introduced as evidence in any judicial, arbitration, mediation or administrative proceeding, shall be admissible as between the parties to the same extent and under the same conditions as original business

records. Neither party shall contest the admissibility of facsimile or electronic copies of documents under the best evidence rule, or otherwise, on the basis that the documents are not the original form of such documents.