

## **GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY**

These General Terms and Conditions of Sale and Delivery (“Terms”) contain the terms and conditions that govern the sale, purchase, and delivery of sensor products and related services (“Products”) purchased from Leuze electronic, Inc., a New Jersey corporation (“Manufacturer”). By submitting an order to Manufacturer, the purchaser of Products (“Buyer”) agrees to the terms and conditions set forth below.

### 1. General

- 1.1 Products and related services provided by Manufacturer are governed exclusively by the terms and conditions set forth below. The accompanying quotation, order confirmation or invoice (if applicable) and these Terms (collectively, the “Agreement”) comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. To the extent that any request for quotation, purchase order, or any other document provided by Buyer contains any preprinted or written terms that either conflict with and/or supplement the terms and conditions set forth herein, such pre-printed and/or written terms shall be null and void unless expressly agreed in writing and signed by both parties, and this Agreement prevails over any of Buyer’s general terms and conditions of purchase regardless whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer’s order does not constitute acceptance of any of Buyer’s terms and conditions and does not serve to modify or amend this Agreement.
- 1.2 These terms and conditions, as may be amended from time to time and located at [https://leuze.com/en/usa/terms\\_us/index.php](https://leuze.com/en/usa/terms_us/index.php), will apply to all future transactions with Buyer.

### 2. Purchases of Products

- 2.1 Quotations provided by Manufacturer are for informational purposes only and do not constitute an offer for sale. Buyer’s written order to Manufacturer will be an offer of purchase, which may be accepted by Manufacturer only by providing a written order acknowledgement or, if no order acknowledgement is issued, by Manufacturer’s delivery. No other form of acceptance will give rise to a contract between the parties.
- 2.2 Information provided by Buyer before and/or during the processing of the order, including but not limited to information relating to performance, consumption, or any other particulars, will not be binding unless this information has been confirmed in Manufacturer’s order acknowledgement or in writing signed by Manufacturer.

- 2.3 Statements or representations in Manufacturer's brochures or advertisements are for informational purposes only, and the statements and/or representations therein do not give rise to any guarantee, warranty, or other representation regarding the Products that may be relied upon by Buyer.
- 2.4 Manufacturer's sales representatives, employees, and/or agents do not have any authority to make any warranty, guarantee, or representation regarding the Product that vary from or supplement these terms and conditions, or to bind Manufacturer to any agreement. Any such warranty, guarantee, representation, or agreement must be in a writing signed by Manufacturer to be effective.

### 3. Software

- 3.1 In the event that Buyer desires to use the proprietary software available for use in conjunction with the Products ("Software"), the Software can be obtained from Manufacturer and/or its parent company, Leuze electronic GmbH+Co. KG ("Parent Company"). The Software is proprietary to Manufacturer and Parent Company and is protected by intellectual property laws and international intellectual property treaties.
- 3.2 Pursuant to acceptance of the Software and subject to the terms and conditions set forth herein, Manufacturer and Parent Company grant Buyer a not-for-resale, revocable, nonexclusive, nontransferable license to use the Software on machines that are agreed to by Manufacturer and for the purposes intended by Manufacturer. Manufacturer and Parent Company further grant Buyer the right to make two copies of the software for the sole purposes of backup of the software. It is a violation of the terms of this Agreement to transfer or sell the Software or related/derivative products or to use the Software for any purpose other than in conjunction with Manufacturer's Products. Violation of these terms will result in the termination of this license and all other penalties allowed by contract and applicable law.
- 3.3 Parent Company owns the title, copyright, and other intellectual property rights in the Software, and it reserves all rights not expressly granted to Buyer in this Agreement. Pursuant to this Agreement, the Software and its components are licensed, not sold.
- 3.4 Buyer agrees that, from time to time, the Software may be inaccessible or inoperable for any reason, including, without limitation: (i) equipment (hardware) malfunctions; (ii) software malfunctions; or (iii) changes or modifications to the Software by Buyer or any other third-party. **Manufacturer and Parent Company are not responsible, directly or indirectly, for the performance and/or reliability of the Software, Buyer's software, platform, system, equipment, or otherwise, and/or modifications implemented by Buyer.**

3.5 Upon cessation of using Manufacturer's Products, Buyer shall immediately uninstall and cease access to the Software, delete all copies of the Software, and if requested by Manufacturer, certify in writing that it has uninstalled and ceased access to the Software and deleted all copies of the Software.

#### 4. Prices

4.1 Unless otherwise agreed, prices are F.C.A. Manufacturer's facility in Duluth, Georgia (Incoterms 2010). Standard packaging is included in the price, and Buyer agrees to pay for any additional packaging. All prices are stated in US dollars on quotes, order confirmations and invoices.

4.2 Buyer is responsible for all sales, ad valorem, and/or any other taxes on the Products. To the extent that Buyer and Manufacturer agree to shipments sent outside the United States, Buyer is responsible for clearing the Products for export/import and paying for all export/import duties and charges. Buyer shall comply with all export and import laws of all countries involved in the sale of the Products under this Agreement or any resale of the Products by Buyer. Buyer assumes all responsibility for shipments of Products requiring any government import clearance. Manufacturer may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on Products.

4.3 The agreed prices, terms, and conditions herein shall apply to the sale and provision of the Products and/or services within the United States. In the event that Buyer's order(s) and/or the transaction will take more than four months to complete, Manufacturer reserves the right to adjust pricing to reflect unforeseen increases in wage rates, transport costs, fuel costs, or the cost of securing raw materials. In addition, in the event that the intended delivery date is postponed by more than three months, for reasons for which Manufacturer is not responsible, Manufacturer reserves the right to amend its price(s) in accordance with any changes in wages rates, transport costs, fuel costs, or the costs of securing raw materials. If Buyer makes changes to its order prior to delivery, Manufacturer may adjust its prices in accordance with the additional costs caused by the changes.

#### 5 Deliveries; Transfer of Risk

5.1 Unless expressly agreed otherwise as to any specific purchase order issued and accepted hereunder, the Products will be delivered F.C.A., Manufacturer's facility in Duluth, Georgia (Incoterms 2010) (the "Delivery Location"), using Manufacturer's standard methods for packaging and shipping those Products. Buyer shall be solely responsible for arranging and paying for shipment to Buyer's designated destination beyond the Delivery Location, and the risk of loss is transferred to Buyer upon Manufacturer's tender of the Products at the Delivery Location. Buyer shall insure each shipment at full replacement value

and shall list Manufacturer as an additional insured on Buyer's general liability policy (and provide any documentation reasonably requested by Manufacturer evidencing the full replacement value insurance coverage and that Manufacturer has been named as an additional insured on that policy, including without limitation a completed certificate of liability insurance (ACORD 25)). Except where prohibited by law, Buyer shall require its insurer to waive all rights of subrogation against Manufacturer's insurers and Manufacturer.

- 5.2 Manufacturer will have the right, in its sole discretion, to deliver partial orders, unless partial deliveries would be unreasonable under the circumstances (as determined by Manufacturer in its discretion). Each shipment will constitute a separate sale, and Buyer will pay for the units shipped whether that shipment is in whole or partial fulfillment of Buyer's purchase order.
- 5.3 Unless otherwise expressly agreed in writing by an authorized representative of Manufacturer, delivery dates will not be binding on Manufacturer. If so agreed in writing, the delivery date shall be considered to have been met if the shipment is made ready for dispatch by the specified delivery date and by notification to Buyer. Manufacturer will only be obliged to execute and deliver an order if the Buyer has made all agreed payments. If payments or down-payments are delayed or not fulfilled on time, all delivery dates will be extended accordingly.
- 5.4 If the parties have agreed in writing as to delivery dates, Manufacturer will not be liable for, nor be deemed to have defaulted or breached this Agreement, delays by reason of unforeseen events that make the delivery particularly difficult or impracticable, in Manufacturer's discretion. In the event of such delays, Manufacturer will be entitled to postpone the delivery by the period of time during which the obstacle exists, plus a reasonable re-startup period. This entitlement will also apply in cases of unforeseen events which affect the operations of a supplier or a subcontractor of Manufacturer, and the supplier, subcontractor, and/or Manufacturer will not be liable for the same.
- 5.5 The quantity of any installment of Products as recorded by Manufacturer on dispatch from Manufacturer's place of business is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence proving the contrary. Manufacturer will not be liable for any non-delivery of Products (even if caused by Manufacturer's negligence) unless Buyer gives written notice to Manufacturer of the non-delivery within 10 days of the date when the Products would in the ordinary course of events have been received. Any liability of Manufacturer for non-delivery of the Products will be limited to replacing the Products within a reasonable time or adjusting the invoice respecting such Products to reflect the actual quantity delivered.

## 6. Notices of Defects; Limited Warranty

- 6.1 Buyer must inspect the Products immediately after the Products have delivered to Buyer's designated destination. Buyer must timely provide notice to Manufacturer in writing as to any defects, and, in any case, not later than seven days after delivery. The Products will be deemed accepted by Buyer after that time.
- 6.2 As to any defects, Buyer must provide Manufacturer an opportunity to investigate by making damaged goods and their packaging available to Manufacturer for inspection. If Buyer fails to do so, Manufacturer will not be liable for any such purported defects.
- 6.3 Manufacturer grants a limited warranty to Buyer of its Products, subject to the conditions and limitations set forth below:
- 6.3(a) Manufacturer warrants its Products to be free from material manufacturing defects at the time of purchase. Manufacturer further warrants that its Products will not become defective as a result of a material manufacturing defect during the two (2) year term of this limited warranty, starting from the date of delivery.
- 6.3(b) Subject to the terms in this Section 6.3, should any Product fail because of a manufacturing defect within the two (2) year warranty term, Manufacturer's liability shall be limited to the repair and/or replacement of the defective Product. Any and all other costs, including labor and shipping costs, shall be the responsibility of the Buyer and not of Manufacturer. For the avoidance of doubt, No Products are permitted to be returned. However, if Manufacturer determines in its sole discretion to allow Buyer to return any Products, the Products must be in the original unopened packaging and a restocking fee will be applied as determined by Manufacturer in its sole discretion.
- 6.3(c) Limitations:
- 1) This limited warranty does not apply to the installation of Products.
  - 2) This limited warranty does not apply to, and Manufacturer shall not be liable for, any defect caused by the installation, use, or misuse of a Product.
  - 3) Provided that Buyer has timely followed the procedures and requirements set forth in this Section 6.3(c), Manufacturer, at its sole discretion, may either replace the defective Product or repair the Product. If Manufacturer is unable to repair or replace a defective Product, Manufacturer will provide a similar substitute product. The term "unable to repair" is defined as a failure to make the Product operational after three attempts at repair by Manufacturer or its authorized agent. **THE REMEDIES IN THIS SECTION SHALL BE**

**BUYER'S SOLE AND EXCLUSIVE REMEDIES FOR DEFECTS IN THE PRODUCT, REGARDLESS OF THE NATURE OF THE ALLEGED DEFECT.**

- 4) Any allegedly defective Product must be sent to Manufacturer's facility for repair or replacement, and Buyer is responsible for shipping costs and for any loss or damage incurred during shipment. If Buyer requests "on-site" repairs or replacements at Buyer's facilities, Buyer must submit a purchase order, subject to Manufacturer's acceptance, and Buyer will be responsible for Manufacturer's service charge, plus transportation costs and traveling expenses.
- 5) Replaced or repaired defective Products will be covered by the warranty for the remaining period of the warranty for the original product.
- 6) Manufacturer will not be liable for a breach of the limited warranty set forth in Section 6.3(a) unless: (i) Buyer gives written notice of the defect by completing a Return Material Authorization ("RMA") form, including providing a specific description of the alleged defect, and obtains an RMA number from the Manufacturer before returning the applicable Product for repair or replacement; (ii) Manufacturer is given a reasonable opportunity after receiving the notice to examine the purportedly defective Product; (iii) Buyer returns the Product within thirty (30) days after Buyer discovers or ought to have discovered the alleged defect; and (iv) Manufacturer reasonably verifies Buyer's claim that the applicable Product is defective. For the avoidance of doubt, if any Products are sent back by Buyer to Manufacturer without Buyer first sending a RMA, those Products will be returned to Buyer at Buyer's sole cost and expense.
- 7) This limited warranty will not be valid unless Buyer has fully paid for the Product.
- 8) Manufacturer will not be liable for a breach of the warranty set forth in Section 6.3(a) above if: (i) Buyer makes any further use of the Products after giving notice to Manufacturer as required by Section 6.3(c)(6) above; (ii) the defect arises because Buyer failed to follow Manufacturer's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Products; or (iii) Buyer alters or repairs the Products without the prior written consent of Manufacturer.

**THE REMEDIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES OF THE BUYER AND MANUFACTURER'S ENTIRE LIABILITY FOR THE ALLEGED FAILURE OF AND/OR DEFECT IN THE PRODUCTS OR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN THIS SECTION 6. THERE ARE NO (A) WARRANTIES OF MERCHANTABILITY, (B) WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, OR (C) WARRANTIES OF TITLE; OR (D) WARRANTIES AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, THAT EXTEND BEYOND THE FACE OF THIS LIMITED WARRANTY WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE; MANUFACTURER EXPRESSLY DISCLAIMS ANY SUCH FURTHER WARRANTIES, EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMS LIABILITY FOR ANY CONSEQUENTIAL, INCIDENTAL, OR OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, DOWNTIME, OR DAMAGES TO ANY MACHINE, MATERIALS, OR ANY OTHER PRODUCTS, ALL OF WHICH ARE EXPRESSLY DISCLAIMED HEREBY TO THE FULLEST EXTENT PERMITTED BY LAW.**

7. Limitation of Liability; Indemnification

- 7.1 **IN NO EVENT WILL MANUFACTURER BE LIABLE TO BUYER 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, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT MANUFACTURER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**
- 7.2 **IN NO EVENT WILL MANUFACTURER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED ONE TIMES THE TOTAL OF THE AMOUNTS PAID TO MANUFACTURER FOR THE GOODS SOLD HEREUNDER.**
- 7.3 The limitation of liability set forth in Section 7.2 above shall not apply to (i) liability resulting from Manufacturer's gross negligence or willful misconduct and (ii) death or bodily injury resulting from Manufacturer's acts or omissions.
- 7.4 Buyer shall indemnify, defend and hold harmless Manufacturer and its officers, directors, employees, agents, affiliates, successors and permitted assigns (collectively, "Indemnified



Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers, incurred by Indemnified Party, relating to/arising out of or resulting from any claim of a third party or Manufacturer arising out of or occurring in connection with the Products purchased from Manufacturer or Buyer's negligence, willful misconduct or breach of this Agreement.

Buyer shall not enter into any settlement without Manufacturer's or Indemnified Party's prior written consent.

## 8. Security Interest

8.1 Title shall not pass to Buyer until Manufacturer has been paid in full, and Buyer grants Manufacturer a security interest in and to all of the right, title and interest of Buyer in, to and under the Products, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing, until payment in full has been made. The security interest granted under this provision constitutes a purchase money security interest under the Michigan Uniform Commercial Code.

8.2 If Buyer is a re-seller of the Products, Buyer hereby grants a security interest to Manufacturer in all Products in Buyer's inventory, including all proceeds. Upon Manufacturer's request, Buyer shall provide the name and address of every person or entity that holds a security interest in Buyer's inventory, and Manufacturer is authorized to provide notice of its security interest to any or all of those security interest holders.

8.3 If the Products are incorporated in Buyer's products, Manufacturer's security interest attaches to Buyer's products, including all proceeds.

8.4 Buyer authorizes Manufacturer to file UCC financing statements as are necessary to perfect, maintain, and give notice of its security interests, as well as filing any other document that may necessary to perfect Manufacturer's security interest.

## 9. Invoices; Terms of Payment; and Termination

9.1 Unless expressly agreed otherwise, Manufacturer's invoices are due and Buyer agrees to pay Manufacturer's invoices within thirty (30) days of the date of each invoice in U.S. dollars by wire transfer, check, or other payment method as determined by Manufacturer in writing in its sole discretion. Invoices not paid when due shall accrue interest at the lesser of: (a) a rate equal to the prime rate as of the date of the applicable invoice as published by



the *Wall Street Journal*, plus two additional points or (b) the highest rate permissible under applicable law, each including on all accrued interest.

- 9.2 Discounts will only be provided if Manufacturer has agreed to do so in writing. In the event that discounts have been provided, such discounts will not be honored unless the Buyer has timely paid all invoices.
- 9.3 If Manufacturer has tendered Products for delivery and the delivery has been delayed due to Buyer's acts or omissions, Manufacturer will issue the invoice and payment will be due pursuant to subsection 9.1.
- 9.4 Buyer shall reimburse Manufacturer for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under this Agreement or at law (which Manufacturer does not waive by the exercise of any rights hereunder), Manufacturer is entitled to suspend the delivery of any Products if Buyer fails to pay any amounts when due hereunder and such failure continues for 10 days following written notice thereof.
- 9.5 Buyer will not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Manufacturer, whether relating to Manufacturer's breach, bankruptcy or otherwise.
- 9.6 In addition to any remedies that may be provided under this Agreement, Manufacturer may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Agreement and such failure continues for 10 days after Buyer's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of terms of this Agreement, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

## 10. Design Changes

- 10.1 Manufacturer expressly reserves the right to make design changes at any time, but it is not obligated to carry out such changes on Products already manufactured and/or delivered.

## 11. Compliance with Law

- 11.1 Buyer shall comply with all applicable laws, regulations and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.

- 11.2 The Products, including any software, documentation, and any related technical data included with, or contained in, such Products, and any products utilizing any such Products, software, documentation, or technical data (collectively, "Regulated Products") may be subject to US and other applicable export control laws and regulations (collectively "Export Control Laws"), including without limitation, the International Traffic in Arms Regulations, the Export Administration Regulations, or U.S. Export Control List(s) (as defined in the Export Control Laws). Buyer shall not, and shall not permit any third parties to, directly or indirectly, export, reexport, import, transmit, release or cause to be exported, re-exported, imported or transmitted any Regulated Products to any jurisdiction or country to which, or any party to whom, the export, reexport, import, transmit, or release of any Regulated Products is prohibited by applicable federal or foreign law, regulation, or rule, including without limitation to any country, person, entity or firm under sanctions or embargoes administered by the United Nations, United States Departments of State, Treasury or Commerce, the European Union, or any other applicable government authority. Neither Buyer, nor its affiliates, subsidiaries, agents or representatives, will use any of the Regulated Products or knowingly export, re-export, or transmit any Regulated Products to any party who may use Regulated Products in any activity related to the development, production, use or maintenance of weapons of mass destruction, including uses related to nuclear, missile and or chemical/biological development or production. Buyer shall be responsible for any breach of this Section by its, and its successors' and permitted assigns', parent, affiliates, employees, officers, directors, partners, members, shareholders, customers, agents, distributors, resellers, or vendors. Buyer shall comply with all applicable federal and foreign laws, regulations and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, reexporting, or releasing any Regulated Products. Buyer shall provide prior written notice of the need to comply with such laws and regulations to any person, firm, or entity which it has reason to believe is obtaining any such Regulated Products from Buyer with the intent to export or reexport.
- 11.3 Neither Buyer nor any of its subsidiaries or affiliates or, to its knowledge, any director, officer, or employee of Buyer or any of its subsidiaries or affiliates is a person, firm, or entity who (a) is the target of any laws administered by the United States Department of the Treasury's Office of Foreign Assets Control ("OFAC") or any other governmental entity imposing economic sanctions and trade embargoes ("Economic Sanctions Laws"), or (b) is located, organized, or resident in a country or territory that is, or whose government is, the target of sanctions imposed by OFAC or any other governmental entity.
- 11.4 Buyer shall promptly notify Manufacturer if it or any of its subsidiaries or affiliates, or any of its or any of its subsidiaries' or affiliates', employees, officers, directors, partners, members, shareholders, customers, agents, distributors, resellers, or vendors becomes the

target of any Economic Sanctions Laws or Export Control Laws, or the country or territory where any of them is located, organized, or resident becomes the target of sanctions imposed by OFAC or any other governmental entity.

- 11.5 Buyer represents and warrants that neither Buyer nor any of its subsidiaries or affiliates or, to its knowledge, any director, officer, or employee of Buyer or any of its subsidiaries or affiliates is a person, entity or firm who (a) is directly or indirectly owned or controlled by any person, entity or firm currently included on the Specially Designated Nationals and Blocked Persons List or the Consolidated Sanctions List maintained by OFAC or other similar list maintained by the United Nations Security Council, the United States government (e.g., the US Department of Treasury's Specially Designated Nationals list and Foreign

Sanctions Evaders list and the US Department of Commerce's Entity List), the European Union or its member states, or other applicable government authority (collectively, "SDN List"), (b) is directly or indirectly owned or controlled by any person, entity or firm who is located, organized, or resident in a country or territory that is, or whose government is, the target of sanctions imposed by OFAC or any other governmental entity, or (c) is subject to sanctions or otherwise designated on any SDN List or owned or controlled by a party on any SDN List.

- 11.6 Buyer shall promptly notify Manufacturer when it or any of its subsidiaries or affiliates, or any of its or any of its subsidiaries' or affiliates' directors, officers, employees, or agents (a) becomes directly or indirectly owned or controlled by any person, entity or firm included on any then-current SDN List, (b) is included on the then-current SDN List, or (c) becomes located, organized, or resident in a country or territory that is, or whose government is, the target of sanctions imposed by OFAC or any other governmental entity.
- 11.7 Buyer is in compliance with all laws, rules and regulations administered by OFAC or any other governmental entity imposing Economic Sanctions Laws against designated countries, entities, and persons (collectively, "Embargoed Targets"). Buyer is not an Embargoed Target or otherwise subject to any Economic Sanctions Law.
- 11.8 Buyer shall comply with all Economic Sanctions Laws and with all U.S. and other jurisdictions' applicable Export Control Laws and shall not export, re-export or transfer items without first obtaining all required licenses and approvals. Compliance with these laws and regulations includes abiding by U.S. sanctions, embargoes and prohibitions on transactions with restricted parties. Without limiting the generality of the foregoing, the Buyer shall not (a) directly or indirectly export, re-export, transship, or otherwise deliver the Products or any portion of the Products to an Embargoed Target or (b) broker, finance, or otherwise facilitate any transaction in violation of any Economic Sanctions Law.

## 12. General Terms

- 12.1 Buyer agrees to keep confidential and not to disclose, without written permission from Manufacturer, all Confidential Information provided by Manufacturer to Buyer. “Confidential Information” shall mean any technical or business information either marked or which would reasonably be deemed non-public, confidential or proprietary and furnished, disclosed or made available to Buyer, including, without limitation, specifications, marketing plans, financial data, technology and know-how, and pricing. Confidential Information does not include information which: (1) the recipient knew or had in its possession prior to disclosure without confidential limitation; (2) is independently developed by the recipient without breach of this Agreement; (3) becomes publicly available without breach of this Agreement; and (4) is received rightfully from a third party and without obligation of confidentiality. Upon Manufacturer’s request, Buyer will return to Manufacturer all documents, whether written, printed, electronic, or any other form, as well as all copies, summaries, notes, and/or memoranda, containing Confidential Information, and certify in writing that it has returned all Confidential Information to Manufacturer. Manufacturer shall be entitled to injunctive relief for any violation of this Section 12.1.
- 12.2 Manufacturer reserves title and copyright to cost estimates, drawings, and other documents provided by Manufacturer.
- 12.3 This Agreement contains the entire understanding between the parties regarding the subject matter herein and supersedes any prior agreements, oral or written. This Agreement may not be modified or amended except in a writing signed by the parties that refers to this Agreement. Buyer and Manufacturer agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to This Agreement.
- 12.4 Manufacturer shall not be liable for any failure to deliver hereunder, where such failure has been occasioned by fire, embargo, strike, failure to secure materials from usual source of supply, or any circumstances beyond Manufacturer’s control that shall prevent Manufacturer from making deliveries in the normal course of its business.
- 12.5 This Agreement shall be governed by, and interpreted in accordance with, the local laws of the State of Michigan, without regard to conflict of laws principles. For disputes arising from or relating to this Agreement, an order, or the Products, directly or indirectly, the parties consent to exclusive jurisdiction and venue in the state or federal courts sitting in the State of Michigan, and each waives all defenses of lack of personal jurisdiction and objections to venue. The parties further agree to waive the right to a trial by jury.

- 12.6 As to any dispute arising from or relating to this Agreement or any order, any claim shall be forever waived unless filed with a court, as designated in this Agreement, within one (1) year following the date of the occurrence on which the claim is based.
- 12.7 Nothing expressed or implied in this Agreement is intended, or may be construed, to confer upon or give any person or entity other than Manufacturer and Buyer any rights or remedies under, or by reason of, this Agreement. No waiver by Manufacturer of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Manufacturer. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
- 12.8 Neither party's failure to insist on strict performance of any term or terms hereunder shall not constitute a waiver of any term or default by the other party. Any waiver of any breach or default hereof (a) must be in a writing signed by the party to be bound, and (b) shall not constitute a waiver by the applicable party of any other or subsequent breach or default of the other party. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 12.9 Any notices required under this Agreement shall be sent in writing and addressed to the parties at the addresses set forth on the face of the quotation or to such other address that may be designated by the receiving party, by (a) personal delivery, (b) a nationally recognized overnight mail courier (with all fees pre-paid), or (c) by confirmed receipt facsimile, with a hard copy sent by overnight mail courier. Except as otherwise provided in this Agreement, a notice is effective only (i) upon receipt of the receiving party, and (ii) if the party giving the notice has complied with the requirements of this Section.
- 12.10 Should any part of this Agreement be invalid or unenforceable, such invalidity or unenforceability will not affect the validity or enforceability of the remaining portions.
- 12.11 Any other claims for compensatory damages against Manufacturer that are not covered in this Agreement are excluded, irrespective of the legal basis. All consequential and incidental damages are excluded and expressly disclaimed.
- 12.12 This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their successors and permitted assigns. The Buyer's rights, duties, and obligations under

this Agreement may not be assigned in whole or in part without the written prior consent of the Manufacturer, and, in the event of a sale of all or substantially all of the assets of a party, such consent will not be unreasonably withheld. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.

- 12.13 The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.
- 12.14 Provisions of this Agreement which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: insurance, compliance with laws, confidential information, governing law, submission to jurisdiction, survival, and limitation of liability.