

**RUTRONIK INC.**  
**TERMS AND CONDITIONS OF SALE**  
 - Last Updated April 16, 2019-

Applicability. These Terms and Conditions of Sale (these "**Terms and Conditions**") apply to all products and services (collectively, "**Goods**") sold by RUTRONIK INC., an Ohio corporation ("**Seller**") to the purchaser of such goods ("**Purchaser**") and, except as otherwise provided herein, shall form the sole and exclusive contract for each purchase of such Goods. Without limiting the foregoing, these Terms and Conditions specifically apply to all online transactions between Purchaser and Seller through Seller's "Rutronik24" e-commerce platform. If Purchaser's purchase order or other order documentation with respect to Goods (in each case that is not on Seller's form) includes terms that conflict with, or are in addition to, those set forth in these Terms and Conditions, Seller and Purchaser each hereby expressly reject such conflicting or additional terms of Purchaser, and Purchaser and Seller agree that these Terms and Conditions solely shall apply. Notwithstanding anything herein to the contrary, to the extent any provision of these Terms and Conditions conflicts with terms in a written quote, purchase order, invoice or other document originating from Seller for specific Goods, the terms of such other document originating from Seller shall apply, shall be deemed to be part of these Terms and Conditions and shall prevail in the event of any conflict with the provisions of these Terms and Conditions.

Quotations; Seller's Right to Accept or Reject Orders; Contract Conclusion. Any quotations provided by Seller are not binding and are subject to change, unless specifically designated as binding, shall be valid for a maximum of 30 days from the offer date and may be withdrawn by Seller at any time upon notice to Purchaser. Seller has the right, in its sole discretion, to accept or reject any purchase order or other offer submitted by Purchaser (an "**Order**"). Seller shall accept an Order by written confirmation executed by an authorized representative of Seller (an "**Order Confirmation**"). If Purchaser has any objections to the content of an Order Confirmation, Purchaser must contest such Order Confirmation within seven (7) days of receipt thereof by delivering written notice to Seller of such objections together with substantiating documentation. Purchaser will be deemed to have accepted such Order Confirmation and the terms thereof unless it timely notifies Seller in writing of any objections together with substantiating documentation. No Order is binding on Seller unless accepted by Seller as provided in these Terms and Conditions. Notwithstanding anything herein to the contrary, Purchaser unconditionally agrees to purchase all Goods in an Order placed by Purchaser and accepted by Seller. Notwithstanding anything in these Terms and Conditions to the contrary, if any Goods ordered by Purchaser cease to be available to Seller from the manufacturer or supplier of such Goods for any reason or no reason, such Order may be terminated by Seller upon notice to Purchaser and Seller shall repay to Purchaser any sums paid to Seller by Purchaser with respect to Goods that have not and cannot be supplied.

All orders placed for Goods which are designated as non-standard Goods or NC/NR (i.e. non-cancelable/non-

returnable) by Seller cannot be cancelled or returned by Purchaser without Seller's prior written consent. Seller may designate the Goods as non-standard Goods or NC/NR in various ways, e.g. by making reference to this in offers, product lists or Order Confirmations.

Seller may, without liability, discontinue the sale of specific Goods at any time and block access to Rutronik24.

Price; Price Adjustment. Purchaser shall purchase Goods at Seller's then current prices at the time of delivery or such other prices specifically agreed to in a written Order Confirmation. Unless otherwise specifically set forth in a document originating from Seller, all prices are in U.S. dollars and are exclusive of packaging, freight, insurance, customs, duties or other similar taxes or levies, all of which shall be the responsibility of Purchaser and which Purchaser shall pay in addition to the price of Goods ordered. In addition to the other costs set forth in these Terms and Conditions, Seller may institute and Purchaser shall pay a reasonable surcharge for any Order valued at less than \$25.00.

In the event of unforeseeable cost increases, including without limitation cost increases due to changes in market prices, the costs of materials and raw materials or currency fluctuations, between placement of an Order and delivery of the ordered Goods over which Seller has no control, as a result of which Seller can only obtain the Goods from its supplier at less favorable commercial terms than those which existed when the Order was placed, Seller is entitled to adjust the prices agreed with Purchaser to reflect such increased costs.

Payment Terms. Purchaser shall pay all amounts invoiced by Seller to Purchaser within thirty (30) days from the invoice date, time being of the essence, and without setoff, withholding, counter-claim, abatement, or other deduction. Purchaser shall make all payments in U.S. dollars by wire transfer or other method accepted in writing by an authorized representative of Seller.

Seller at its election may credit payments made by Purchaser towards Purchaser's oldest debt first regardless of which debt the payment is stated by Purchaser to relate to. If costs and interest have already accrued, Seller may credit the payment towards the costs, interest, and the principal amount in such order as Seller in its sole discretion may elect. If Goods are delivered in installments Seller may invoice each installment separately and Purchaser shall pay each such invoice in accordance with these Terms and Conditions.

If Purchaser defaults on any payment obligation hereunder or any other contract between Seller and Purchaser, all sums then owing to Seller by Purchaser shall become due and payable immediately and Seller shall be entitled, without prejudice to any other right or remedy available to Seller hereunder, at law, in equity or otherwise, to do all or any of the following: (i) to cancel or suspend any or all further deliveries hereunder and under any other contract or contracts

between Seller and Purchaser, without notice; (ii) to charge interest on a daily basis on any amount outstanding at the rate equal to the lesser of 1.5% per month or the maximum rate of interest permitted under applicable law; or (iii) to serve notice on Purchaser requiring immediate payment for all Goods supplied by Seller under this and all other contracts with Purchaser whether or not payment is otherwise due. Purchaser shall also reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees.

Purchaser shall notify Seller in writing of any dispute with any invoice (along with substantiating documentation) within fifteen (15) days from the date of such invoice. Purchaser will be deemed to have accepted all invoices for which Seller does not receive timely notification of disputes.

In the event that the Seller determines, in its sole and absolute discretion, at any time prior to or following commencement of its performance hereunder that Purchaser is not creditworthy or is unable to pay its debts as they fall due, the Distributor may change the payment terms upon notice to Purchaser, including requiring that payment be made by cash in advance of shipment.

Delivery. Except as otherwise agreed to in writing by an authorized representative of Seller, all Goods purchased by Purchaser hereunder shall be made available EXW (Incoterms 2010) at Seller's place of business or such other address as is agreed in writing between the parties and during Seller's normal business hours. If authorized representatives of the parties agree in writing that Goods are to be shipped, Seller shall select the method of shipment of, and the carrier for, Goods so transported. Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Purchaser. Seller shall use Seller's (or the applicable manufacturer's or supplier's, as the case may be) standard methods for packaging and shipping Goods. Any time quoted for delivery is an estimate only. Any agreements between the parties in relation to delivery periods and delivery dates must be made in writing. Seller shall use commercially reasonable effort to supply Goods in accordance with the delivery periods or times agreed to in writing. Notwithstanding anything herein to the contrary, any delivery time stated is an estimate only and Purchaser shall have no right to damages or to cancel any Order for failure by Seller to meet any delivery time stated. No delay in the shipment or delivery of any Goods relieves Purchaser of its obligations under these Terms and Conditions, including without limitation accepting delivery of any remaining installment(s) of ordered Goods or paying for Goods already delivered. Failure by Purchaser to take delivery of any one or more installments of Goods delivered in accordance with these Terms and Conditions shall entitle Seller to either: (i) store such Goods until they are ready for collection and charge Purchaser for the cost of the storage; or (ii) sell such Goods to an alternative purchaser at a price to be determined by Seller, in each case without waiving Seller's right to exercise any of its other rights or remedies hereunder, at law, in equity or otherwise. The quantity of any count of Goods as recorded by Seller upon shipment from Seller's premises shall be conclusive evidence of the quantity

received by Purchaser on delivery unless properly disputed by Purchaser pursuant to these Terms and Conditions.

Title and Risk of Loss. Subject to the other provisions of these Terms and Conditions, title and risk of loss with respect to Goods ordered passes to Purchaser upon delivery of such Goods: (i) at Seller's place of business if received by Purchaser, or (ii) to a third party carrier selected in accordance with these Terms and Conditions if such Goods are shipped. If a third party carrier is utilized then Purchaser agrees to look solely to such carrier with respect to claims for damage to Goods in transit.

Purchase Money Security Interest; Retention of Title. To the extent permitted by applicable law, Purchaser hereby grants Seller a security interest in all Goods purchased hereunder and the proceeds therefrom to secure Purchaser's payment obligations hereunder. Purchaser acknowledges that the security interest granted under this Section is a purchase money security interest under applicable law. Seller may file a financing statement for such security interest and Purchaser shall execute any such statements or other documentation necessary to perfect Seller's security interest in such Goods.

If applicable law does not recognize the purchase money security interest granted to Seller in the foregoing paragraph, this paragraph and the succeeding six (6) paragraphs shall apply instead of the foregoing paragraph. Purchaser agrees that delivered Goods shall remain the property of Seller until payment has been effected in full of all receivables due to Seller from Purchaser in connection with a transaction. Purchaser agrees to handle the Goods with due care for as long as title to them is retained by Seller. In particular, Purchaser agrees to maintain insurance against fire, water and theft damages covering the new value of the Goods. Purchaser hereby assigns all claims under the aforementioned insurance policies to Seller for as long as title to them is retained by Seller. Purchaser shall furnish proof of the insurance required hereunder to Seller upon request.

Purchaser is only permitted to sell the Goods to which title is retained by Seller in the ordinary course of business. Purchaser is not entitled to pledge the Goods to which title is retained by Seller, to transfer title to the Goods as collateral or to dispose of them in any other way which could jeopardize Seller's title to them. Within three (3) days of an event of attachment or other third party lien or claim, Purchaser shall provide written notification to Seller, furnish all information with respect to such matter to Seller, inform the third party of Seller's ownership rights and support Seller's actions to protect the Goods to which title has been retained by Seller. Purchaser shall pay all costs associated with the foregoing and which are necessary to annul the attachment and retrieve the Goods.

Purchaser hereby assigns claims associated with the sale of the Goods and all ancillary rights to Seller, irrespective of whether the Goods to which title has been retained by Seller are sold before or after processing. Seller hereby accepts the foregoing assignment. If such assignment is not permitted by applicable law, Purchaser shall irrevocably instruct the third party debtor to make any payments to Seller only. Purchaser

shall hold all receivables assigned to Seller and received by Purchaser on behalf of Seller. The collected amounts shall be transferred to Seller within five (5) days of Purchaser's receipt. Seller may revoke Purchaser's right to collect receivables and to sell the Goods if Purchaser fails to comply with its payment obligations to Seller, or if Purchaser is otherwise in default of these Terms and Conditions or if insolvency or similar proceedings are initiated with respect to Purchaser. The sale of receivables is subject to Seller's prior written consent. When notification of assignment to a third party debtor is furnished, Purchaser's right to collect receivables is revoked. In this case, Seller can demand that Purchaser informs it about the assigned receivables and the respective debtors, provides all information necessary for the collection of the receivables, hands over the necessary documents and informs the debtor (third party) about the assignment.

If Purchaser is in default hereunder, Seller shall be entitled to cancel any sales made to Purchaser in addition to any other rights or remedies available to Seller at law, in equity, under these Terms and Conditions or otherwise. Purchaser shall give Seller or its authorized representatives immediate access to the Goods to which title has been retained by Seller, hand over the Goods and inform Seller or authorized representative of the location of the Goods. Seller may dispose of the Goods to which title has been retained in order to settle due receivables from Purchaser.

The processing or modification of the Goods to which Seller retains title by Purchaser shall be performed on Seller's behalf. Purchaser's inchoate title to the Goods continues to apply to processed or modified items. If the Goods to which title is retained is inseparably combined, mixed or blended with other items which are not owned by Seller, Seller shall acquire co-ownership of the new item to an extent which reflects the value of original product in proportion to the value of the other items at the time of processing. Purchaser shall safe keep the new items for Seller. The provisions pertaining to title retention on Goods also apply to the new items created by processing or modification.

Seller is required at Purchaser's request to release the collateral to which it is entitled if the realisable value of such, taking the customary bank discounts into account, exceeds Seller's receivables to be secured in connection with the business relationship by more than 20%. The valuation is based on the invoiced amount for the Goods to which title is retained and the nominal value of receivables.

Inspection. Purchaser shall inspect Goods within seven (7) days of receipt (the "**Inspection Period**") and either accept or reject such Goods. Purchaser will be deemed to have accepted such Goods and Seller shall have no liability for any defect with respect thereto unless Purchaser notifies Seller in writing of any defective Goods and provides substantiating documentation with respect thereto to Seller during the Inspection Period. If Purchaser timely notifies Seller of any defective Goods (together with substantiating documentation) and if Seller determines that Goods are in fact defective, Seller shall, in its sole discretion: (i) replace such Goods, (ii) refund the purchase price for such Goods or (iii) credit the

purchase price for such Goods to Purchaser to count against future sales made by Seller to Purchaser. Purchaser acknowledges and agrees that the remedies set forth in this Section are Purchaser's exclusive remedies for the delivery of defective Goods.

Product Specifications. Purchaser acknowledges that Seller is not the manufacturer of Goods and from time to time the manufacturer of Goods may make changes to the specification of Goods (each, a "**Manufacturer Change**") and that in some circumstances, a Manufacturer Change may be carried out by the manufacturer unilaterally and without notice to Seller. If a particular Order concerns Goods that are subject to a Manufacturer Change, Seller reserves the right to deliver Goods and carry out the delivery in accordance with the Manufacturer Change or the manufacturer's most recent data sheet. Information about Goods distributed by Seller, including without limitation information contained in brochures, type lists, catalogues, data sheets, advertising material, specifications and descriptions, manufacturer's data, definitions of the requirements to be met by Goods and other technical supply conditions, certificates and other documents, do not constitute a warranty by Seller as to the quality and state or durability of Goods and Purchaser shall not be entitled to rely on such information. Samples of Goods distributed by Seller are deemed test samples and do not constitute a guaranty as to the quality and state of Goods. Effective tolerances must be taken into account by Purchaser.

Limited Warranty and Disclaimers. Seller warrants that Goods conform to the applicable manufacturer's specifications (or other specifications agreed in writing by authorized representatives of Seller and Purchaser) under normal use in service for a period of twelve (12) months after date of delivery to Purchaser (the "**Warranty Period**"). Notwithstanding the foregoing, Seller assumes no liability for any errors or omissions in any specifications provided or required by Purchaser ("**Purchaser Specifications**"), including any errors or omissions made by Seller in interpreting Purchaser Specifications.

Goods are intended for the use stated by the manufacturer in the relevant manufacturer's specifications only. Without limiting the foregoing, the intended use does not include use of the Goods in life sustaining or supporting medical appliances, in military systems, in nuclear plants, in aerospace technology, in combustion control systems, in security equipment or in devices or systems which, if they fail or malfunction, could reasonably be expected to cause injury to life, limb or health or result in extraordinarily high damages to property or assets (each, a "**Reserved Use**"), unless the manufacturer or Seller has expressly confirmed in writing that specific Goods are suitable for a Reserved Use. If Purchaser uses Goods for any Reserved Use without written confirmation from Seller, or if Purchaser uses Goods in violation of applicable laws, rules or regulations, Purchaser agrees that such Goods shall be used at Purchaser's sole and exclusive risk.

In the event that Goods fail to meet applicable specifications as described herein during the Warranty Period, Purchaser's sole and exclusive remedy shall be for Seller to repair or

replace any Goods proven to Seller's satisfaction to fail to conform to the limited warranty set forth herein, as Seller may elect in its sole discretion; provided, however, that Seller's obligation to repair or replace defective Goods is conditioned upon Purchaser notifying Seller in writing during the Warranty Period and that any such Goods are returned, upon request, to such location as Seller shall direct, freight prepaid. Purchaser shall grant Seller the necessary time and opportunity to make any repairs or replacements and Purchaser agrees to deliver all defective Goods to Purchaser at Purchaser's request for inspection purposes. This limited warranty does not apply beyond the original sale of Goods to Purchaser or to defects, damage or loss of Goods caused by: (i) abnormal wear and tear; (ii) misuse, accident, neglect, improper application, testing, storage or installation, overloading, abnormal physical stress, abnormal environmental conditions, or use or installation contrary to any instructions issued by Seller or the applicable manufacturer; (iii) any cause beyond the control of Seller; (iv) unauthorized use in combination with other goods; or (v) claims asserted by Purchaser after the expiration of the Warranty Period (or, with respect to defects, damage or loss of Goods that was capable of being discovered upon visual inspection during the Inspection Period, such claims are asserted by Purchaser after the expiration of the Inspection Period). Any unauthorized repair, modification or adjustment of Goods voids the limited warranty set forth herein. Items repaired or replaced under warranty are warranted only for the remainder of the original Warranty Period. Seller's advice relating to the technical usage of Goods or the intellectual property rights of others, whether provided orally or in writing or through the provision of test results, is given in accordance with Seller's knowledge at that time, but shall at all times be deemed to be non-binding. Such advice does not relieve Purchaser from the obligation, and Purchaser accepts full responsibility, to confirm for itself the suitability of Goods for Purchaser's intended purpose(s). A statement issued by Seller in response to a warranty claim asserted by Purchaser does not constitute acknowledgement of any defect nor commencement of negotiations with respect to a claim or circumstances substantiating a claim.

Notwithstanding anything herein to the contrary, Purchaser's return of any Goods alleged to be defective to Seller for the purpose of repair or replacement may only be effected after Purchaser obtains Seller's prior written consent in accordance with Seller's procedures then in effect. Seller shall be entitled to reject Goods which are returned without Seller having provided prior written consent thereto.

**THE WARRANTY SET FORTH IN THIS SECTION IS STRICTLY LIMITED TO ITS TERMS AND IS IN LIEU OF ALL OTHER WARRANTIES AND GUARANTEES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY.**

Limitations of Liability. NEITHER SELLER NOR ITS REPRESENTATIVES, OFFICERS, AGENTS, EMPLOYEES, PRINCIPALS OR ASSIGNS, IN EACH CASE WHETHER CURRENT OR FORMER, IS OR SHALL BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THESE TERMS AND CONDITIONS OR SALE OF GOODS HEREUNDER, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY PURCHASER OR COULD HAVE BEEN REASONABLY FORESEEN, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO SALES OF GOODS HEREUNDER, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL NOT EXCEED THE LESSER OF (I) THE TOTAL OF THE AMOUNTS PAID TO SELLER BY PURCHASER IN THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM; OR (II) \$100,000.

Indemnification. Purchaser agrees, at its own expense, to defend, indemnify and hold harmless Seller, its officers, agents, employees and principals, in each case whether current or former, against any and all losses, costs, including investigation costs, damages, claims, liabilities or expenses of any kind, including without limitation reasonable attorneys' fees, to the extent arising out of or resulting from, directly or indirectly, any claims by Purchaser, its officers, agents, employees and principals, whether current or former, or subsequent users or purchasers of Goods (collectively, a "Claimant"), in each case with respect to: (i) Purchaser's violation of these Terms and Conditions or applicable laws, regulations or any orders, directives, decrees or other acts of governing authorities; (ii) acts or omissions of a Claimant (including without limitation any modification to Goods by a Claimant or the modification or removal of existing warnings about risks resulting from improper use of Goods); or (iii) a violation of proprietary rights of third parties due to, or injury or death to persons or damage to property caused by, Purchaser Specifications or any Reserved Use undertaken in violation of these Terms and Conditions.

Termination. In addition to any other right or remedy specified in these Terms and Conditions or that is available to Seller at law, in equity or otherwise, Seller may terminate any or all transactions hereunder upon written notice to Purchaser and without liability therefore: (i) if Purchaser fails to pay any amount when due hereunder; (ii) if Purchaser breaches any provision of these Terms and Conditions (other than its obligation to pay any amount hereunder when due), and either the breach cannot be cured or, if the breach can be cured, it is not cured by Purchaser within fifteen (15) days after Purchaser's receipt of written notice of such breach; (iii) if Purchaser becomes insolvent or files, or has filed against it, a

petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law, makes or seeks to make a general assignment for the benefit of its creditors or applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial part of its property, or is generally unable to pay its debts as they become due; (iv) if Purchaser fails to observe or perform any term, covenant or condition on Purchaser's part to be observed or performed under any agreement with Seller, other than these Terms and Conditions, and such default continues beyond any grace period set forth in such other agreement for the remedying of such default; or (v) if Purchaser sells, transfers or disposes of all or substantially all of its assets, or merges or consolidates with any other entity.

Force Majeure. Seller shall not be liable or responsible to Purchaser, nor be deemed to have defaulted under these Terms and Conditions, for any failure or delay in fulfilling or performing any term hereof, when and to the extent such failure or delay is caused by or results from acts beyond Seller's reasonable control, including, without limitation: (i) acts of God; (ii) flood, fire, earthquake or explosion; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (iv) applicable laws, regulations and other governing authorities; (v) actions, embargoes or blockades; (vi) action by any governmental authority; (vii) national or regional emergency; (viii) strikes, labor stoppages or slowdowns or other industrial disturbances; and (ix) shortage of adequate power or transportation facilities.

Intellectual Property Rights. Seller (or its licensors) retains all exclusive right, power and authority as to all of its (or their) patents (including all reissues, divisionals, provisionals, continuations and continuations-in-part, re-examinations, renewals, substitutions and extensions thereof), patent applications, other patent rights and any other governmental authority-issued indicia of invention ownership, U.S. and foreign trademarks, service marks, trade dress, trade names, brand names, logos, trade dress, corporate names and domain names, and other similar designations of source, sponsorship, association or origin, trade secrets, works of authorship, expressions, designs and design registrations, whether or not copyrightable, including copyrights and copyrightable works, and all other intellectual property and industrial property rights, together with the goodwill symbolized by any of the foregoing, in each case whether registered or unregistered and including all registrations and applications for, and renewals and extensions of, such rights and all similar or equivalent rights or forms of protection in any part of the world (collectively, "**Seller IP**"). Purchaser acknowledges and agrees that: (i) Purchaser shall not acquire any ownership interest in, or independent right to use, any Seller IP under these Terms and Conditions; (ii) any goodwill derived from the use by Purchaser of Seller IP inures to the benefit of Seller or its licensors, as the case may be; (iii) notwithstanding the foregoing, if Purchaser acquires any rights in or relating to any Seller IP (including any rights in any trademarks, derivative works or patent improvements relating thereto) by operation of law, or otherwise, such rights are deemed and are hereby irrevocably assigned to Seller or its licensors, as the case may be, without further action by either of the parties;

(iv) Purchaser shall use Seller IP solely for purposes of using Goods and only in accordance with these Terms and Conditions and the instructions of Seller. Without limiting the foregoing, Purchaser shall not remove any designation of Seller IP from, or used in connection with, any Goods purchased under these Terms and Conditions, nor shall Purchaser add any designations of Seller IP to any other goods not supplied by Seller. Seller retains all copyrights and other ownership rights with respect to all drawings, models, plans, software, samples, and other documentation concerning Goods or that otherwise includes Seller IP (collectively, "**Documentation**"). Documentation may not be copied or disclosed to others without Seller's express written consent and must be promptly returned to Seller: (i) if an Order is not placed or (ii) upon Seller's request. Seller reserves the right, subject to reasonable notice, to request an audit and/or written verification to ensure that Purchaser is not misusing any Seller IP.

Manufacturer Reporting. To the extent permitted under applicable law, Purchaser agrees to the processing and transmission to manufacturers and/or suppliers as the case may be (including to those located outside of the U.S.) of Purchaser-related data such as sales prices and quantities of Goods sold, as well as names and addresses, by Seller in connection with such manufacturers' and/or suppliers' reporting requirements.

Exports and Export Control. Purchaser shall comply with all applicable federal, state and local laws and rules and regulations of any governmental authority which have the effect of law with respect to its ownership, use and handling of Goods sold hereunder, including without limitation all export and re-export requirements, laws and regulations of the U.S. and any other applicable export and re-export laws and regulations. Without limiting the foregoing, Purchaser and its personnel, agents and representatives are aware of, and agree to abide by, (i) the U.S. Foreign Corrupt Practices Act and other similar laws, regulations, orders, judicial decisions, conventions and international financial institutional rules in applicable jurisdictions with respect to domestic or international corruption, bribery, ethical business conduct, money laundering, political contributions, gifts and gratuities or lawful expenses to public officials and private persons, commissions, lobbying, books and records and financial controls; and (ii) any Foreign Corrupt Practices Act Policy that may be issued by Seller from time to time. Accordingly, Purchaser agrees that Purchaser has not made, and will not make any offer, payment, promise to pay, or authorization of the payment of any money, or offer, gift, promise to give, or authorize the giving of anything of value, directly or indirectly, to or for the use of any officer or employee of any government department, agency, instrumentality or corporation thereof, or any political party or any official of such party or candidate for office, or any person acting for or on behalf of any of the foregoing, for the purpose of obtaining or retaining business for or with, or directing business to, any person. Any provision required to be included in these Terms and Conditions by any such applicable law, rule or regulation shall be deemed incorporated herein without limiting the generality of the foregoing. From time to time, Seller may request a certification of Purchaser as to its compliance with

Seller's then-current Foreign Corrupt Practices Act Policy. Seller is not required to give effect to any Order the fulfillment of which would violate applicable law, rule or regulation, including without limitation those with respect to import or export controls. Purchaser agrees to provide all information and documents, and to procure all necessary permits, authorizations and approvals with respect to the transfer of any Goods. Without limiting the foregoing, Purchaser shall not export or re-export the Goods to a country in which an export ban on the Goods exists or to listed persons or organizations prohibited by applicable law, regulation or rule from receiving the Goods.

**Tariffs, Duties and similar Costs.** If Seller is required to pay, directly or indirectly, new or increased tariffs, duties or costs not taken into account in the price calculation in connection with the Goods purchased hereunder at order acceptance (each, an "In-crease"), Seller, at its option, may either: (i) increase the price to Purchaser by an amount equal to the Increase; or (ii) refund amounts already paid by Purchaser in connection with such affected transaction and terminate such affected transaction without incurring any liability on account of such termination.

**Assignment and Subcontracting.** Purchaser shall not be entitled to assign, subcontract, delegate or otherwise transfer these Terms and Conditions or its rights or obligations hereunder without the prior written consent of Seller, which may be withheld by Seller in its sole discretion. Any such purported transfer shall be void. Seller shall be entitled to assign, subcontract, delegate or otherwise transfer these Terms and Conditions or its rights or obligations hereunder in whole or part without the consent of Purchaser.

**Survival; Severability.** All rights, duties and obligations which by their nature should apply beyond the term of these Terms and Conditions, or which should apply in order to give proper effect to their intent, will remain in force (including without limitation the terms of the Section entitled "Indemnification" herein). Any provision hereof which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction. The waiver by Seller of a breach by Purchaser of any provision of these Terms and Conditions shall not constitute a waiver of any other breach by Purchaser or of any subsequent breach for the same or any other cause.

**Cumulative Remedies.** Except with respect to rights or remedies that are specifically noted as exclusive under these

Terms and Conditions (including without limitation those exclusive rights and remedies set forth in the Sections hereof entitled "Inspection", "Limited Warranty and Disclaimers" and "Title and Risk of Loss"), all rights and remedies provided in these Terms and Conditions are cumulative and not exclusive, and the exercise of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between Seller and Purchaser or otherwise.

**Governing Law, Venue and Waiver of Right to Jury Trial.** These Terms and Conditions and the sale of Goods hereunder shall be deemed an agreement and transaction made in and under the laws of the State of Ohio, and for all purposes shall be construed and enforced in accordance with and governed by the laws of the State of Ohio, excluding (i) its conflict of laws provisions and (ii) the United Nations Convention for the International Sale of Goods. All actions arising hereunder shall be instituted in Cuyahoga County, Ohio. Purchaser hereby consents to the sole jurisdiction of the state and federal courts sitting in Cuyahoga County, Ohio, and Purchaser agrees not to raise, and hereby waives, any defenses based upon venue, inconvenience of forum, lack of personal jurisdiction, improper service of process or the like in any such action or suit. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, PURCHASER HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY ON ANY CLAIM, DEMAND, ACTION, CAUSE OF ACTION, OR COUNTERCLAIM ARISING UNDER OR IN ANY WAY RELATED TO THESE TERMS AND CONDITIONS OR THE SALE OF GOODS HEREUNDER UNDER ANY THEORY OF LAW OR EQUITY, WHETHER NOW EXISTING OR HEREAFTER ARISING.**

**Successors and Assigns; No Third Party Beneficiaries; Relationship of Parties.** These Terms and Conditions are binding on and inure to the sole benefit of Seller and Purchaser and their respective permitted successors and permitted assigns. Nothing herein, express or implied, confers on any third party (including without limitation any subsequent purchaser of Goods from Purchaser) any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms and Conditions. Nothing in these Terms and Conditions creates any agency, joint venture, partnership or other form of joint enterprise, employment or fiduciary relationship between Seller and Purchaser. Neither Seller nor Purchaser has any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other or to bind the other to any contract, agreement or undertaking with any third party.