



## Standard Terms & Conditions (All Suppliers)

These Standard Terms & Conditions (the "Terms") apply to the purchase of goods and/or services (the "Items") by Clarience Technologies, LLC or its direct or indirect subsidiaries (collectively "Clarience")<sup>1</sup> if a Buyer (defined below) chooses to contract with Seller to purchase Items. Section 1.1 describes how the Parties may enter into a contract for Items. Items may be more fully described in the Buyer-approved specification referenced in Buyer's Purchase Order or other Commercial Agreement (the "Specifications"). Changes to these Terms are not part of the Contract unless Buyer specifically agrees to them in writing. The terms set forth in the following sections will be applicable to Seller and Seller Group at all times during the Term whether or not there are any Purchase Orders or Commercial Agreements in effect between the Parties: 12, 13, 14, 16 and 23.

### 1. Acceptance – Complete Agreement

**1.1.** Buyer and Seller have a binding agreement with respect to Items when Seller accepts Buyer's Purchase Order or when Buyer and Seller enter into a Commercial Agreement, each of which is deemed to include these Terms. Seller will be deemed to have accepted a Purchase Order as issued upon the first to occur of the following: (1) if Seller fails to object to it in writing within five (5) business days after receipt; (2) begins performance under the Purchase Order; or (3) if Seller acknowledges in writing its acceptance of the Purchase Order. Acceptance of Buyer's Purchase Order is limited to the specific terms of the Purchase Order and these Terms and any additions, modifications or different terms proposed by Seller, including any standard terms or forms that Seller may use or submit to Buyer, are expressly rejected and are not part of the Contract unless specifically agreed to in writing signed by an authorized representative of Buyer. Seller is deemed to have agreed to these Terms when it accepts the Purchase Order. The foregoing notwithstanding, Buyer may revise these Terms from time to time and will make available to Seller those revised Terms which will apply to all purchases of Items from and after the revision date. If there is a conflict between these Terms, the Specifications and the Commercial Agreement, the Specifications and the Commercial Agreement shall control and govern.

**1.2.** The applicable rights, obligations and liabilities of each Buyer under a Contract are solely those of such Buyer and neither Clarience or any of its Affiliates or any other buyer will be responsible for any obligations or liabilities of such Buyer. Under no circumstances, will Clarience or any Buyer not party to a particular Contract be jointly and severally liable for the obligations of others.

**1.3.** These Terms are not subject to change by reason of written or verbal statements by Seller or by any terms stated in Seller's acknowledgement or otherwise, and any purported terms and conditions of Seller that are different from or in addition to those contained herein and in the Purchase Order are expressly rejected by Buyer. No modification or change of any kind shall be valid, enforceable or binding on Buyer, unless such modification or change has been expressly agreed to in writing by Buyer.

**1.4.** Certain Defined Terms. "Affiliate" of an entity means any other entity that directly or indirectly, through one or more intermediaries is Controlled by, or is under common Control with, such entity. "Buyer" means the Clarience entity identified in the Purchase Order or other applicable Commercial Agreement of the Parties. "Commercial Agreement" if entered into by the Parties, is a written document signed by Buyer and Seller describing the Items and setting forth the commercial terms for purchase of such Items and may be used in lieu of or with a Purchase Order to evidence Buyer's purchase of Items. A Commercial Agreement is not binding unless it is signed by both Parties. "Confidential Information" means all information that Seller Group, directly or indirectly, acquires from Clarience or its Affiliates, including, without limitation, Personal Data and information concerning the business plans and operations of Clarience and its Affiliates, provided that Confidential Information will not include (i) information that Seller Group can show was known by it prior to disclosure; (ii) information that is publicly available; (iii) information that Seller Group can show was lawfully obtained from a third party. The "Contract" if entered into by the Parties, is comprised of (a) these Terms, (b) the applicable Purchase Order and/or the applicable Commercial Agreement, if any, (c) the Specifications, if applicable and (d) any other documents specifically agreed to by the Parties in writing which reference the Contract. "Control" (and with correlative meanings, the terms "Controlled by" and "under common Control with") means, with respect to any person or entity, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of another entity or person, whether through the ownership of voting securities, by contract or otherwise. "Effective Date" is the date when a Seller signs these Terms, first accepts a Purchase Order that references or incorporates these Terms or

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<sup>1</sup> These companies include, but are not limited to, the following: Truck-Lite Co, LLC, Truck-Lite S. de. RL de C.V.; Lumitec, LLC; Davco Technology, LLC; Truck-Lite Co. Limited, Ecco Safety Group (U.K) Ltd., ESG Germany GmbH, ESG France S.A.S, Public Safety Equipment Inc., Code 3 Inc., ECCO Safety Group (Suzhou) Co., Ltd., Electronic Controls Company and ECCO Safety Group Australia Pty Ltd.

enters into a Commercial Agreement that references or incorporates these Terms. "Intellectual Property" means any invention, idea, development, discovery, improvement, patent (or patent application), design right, technology, trade secret, know-how, trademark, service mark, logo, trade dress, work of authorship, copyright or other intellectual property or proprietary right. "Parties" or "Party" means, as applicable, Buyer or Seller or collectively, Buyer and Seller. "Personal Data" means any data, information or record that directly or indirectly identifies a natural person or relates to an identifiable natural person, including but not limited to first name, last name, address, telephone number, e-mail address, payment card data, government issued identification card, date of birth, drivers license number, age, consumer preferences and any other personally identifiable information that Seller Group possesses in connection with the Items. "Purchase Order" is a document that may be issued by Buyer to Seller to evidence Buyer's purchase of Items from Seller and any Buyer revisions to such document. "Seller" means the entity from which Buyer purchases the Items. "Seller Group" means Seller, its subcontractors, and each of their respective employees, subcontractors, agents, representatives and invitees.

**2. Pricing.** All prices contained in a Contract are firm and are not subject to change unless noted therein or such price change is otherwise expressly agreed to in writing by Buyer. If the price is not firm, Seller shall give Buyer at least one hundred and eighty (180) days' advance notice of any proposed price change. No additional charges will be allowed or enforceable against Buyer for packing, boxing, or cartage unless specifically stated in the applicable Purchase Order or Commercial Agreement.

**3. Taxes.** Except as expressly set forth in the Contract, the price for Items includes all applicable federal, state and local taxes, including without limitation, goods sale tax and/or value added taxes, custom duties and tariffs associated with each order as applicable and, in each case, in effect on the order date. For Sellers shipping Items to Buyer from a country other than the United States of America, the Parties agree that if an increase in federal, state and local taxes, including value added taxes and tariffs, creates a substantial hardship on Buyer, the Parties will work together to (a) mitigate or remove the hardship and (b) remedy any detriments suffered.

**4. Product Specifications and Changes.** Items called for by the Buyer's Purchase Order must conform to the specifications and quantities so ordered and shall be produced, as a minimum, in compliance with the applicable certified quality system standard or equivalent to ISO9001, or TS16949, or ISO17025, or A2LA. No substitutions are to be made by the Seller unless expressly agreed to in writing by Buyer. Seller shall not make changes to the Items, specifications or to any material raw material or process that may affect the Items, without prior written approval from Buyer. If Seller makes such changes without Buyer's prior written approval, Buyer may revoke acceptance of Items, reject Items, cancel orders for Items not yet received and take any other action permissible under law or contract, all without liability to Buyer. Buyer reserves the right to make modifications to the specifications of Items not previously authorized for manufacture or delivery to the Buyer and the Buyer shall notify the Seller of such modifications of specifications in writing.

**5. Product Identification and Packaging.** All shipments and packages must comply with Buyer's packaging guidelines (as amended, supplemented or replaced from time to time, the "Packaging Guidelines"), a copy of which will be made available by the applicable Buyer. Any package that is delivered and does not comply with the Packaging Guidelines may be considered defective (see "Defective Material" below) or past due.

**6. Right to Inspection.** Buyer reserves the right to conduct an inspection on-sight at Seller's location. In addition, all Items will be subject to Buyer's inspection and approval after delivery at Buyer's destination. Nothing herein shall relieve Seller from its obligation of testing, inspection, quality control or compliance with product specifications. Seller is responsible for submitting any requested test data to Buyer prior to shipment.

**7. Delivery.** Unless specific custom manufacturing or reasonably immediate delivery dates are expressly authorized in a Purchase Order, Seller shall not manufacture or ship any of the Items covered by the Purchase Order for the account of Buyer until expressly authorized in writing by Buyer. Buyer shall have no responsibility for any Items manufactured for or delivered to Buyer by Seller except to the extent to which Buyer has (i) instructed Seller to commence such custom manufacturing or (ii) authorized Seller to reasonably immediately deliver the Items involved. Buyer reserves the right to terminate, in whole or in part, any order for Items for which Seller has not been authorized to commence manufacture or commence delivery for the account of Buyer without charge or penalty to Buyer. As to authorized deliveries, Seller agrees to ship Items via Buyer's preferred carrier list. Buyer requires 100% "on-time" delivery of Items from Seller. In the event any delivery of Items is delivered after the advised delivery date, Buyer may elect to charge Seller for any costs incurred by Buyer due to the delay in receipt.

**8. Defective Material.** Buyer has adopted a Supplier Non-Conformance Policy (as amended, supplemented or replaced from time to time, the "Supplier Non-Conformance Policy"), a copy of which will be made available by the applicable Buyer. Seller represents that it has reviewed the Supplier Non-Conformance Policy, and Seller hereby accepts and agrees to abide by the Supplier Non-Conformance Policy. In the event of any defect or noncompliance to specifications with Buyer's order, Seller acknowledges that the Supplier Non-Conformance Policy provides to the Buyer, among other rights, (i) the right to reject shipments containing defective Items or Items failing to conform to the product specifications contained in Buyer's order; (ii) the right to return such rejected Items or shipments to Seller at its expense or, in Buyer's discretion, the right to make repairs to defective Items and to charge Seller with Buyer's actual costs of

making such repairs; and (iii) the right to impose fees and otherwise recover costs related to defective or non-compliant shipments.

**9. Warranty.** Seller warrants, as to Items sold by Seller to Buyer, that such Items are expressly and impliedly warranted as to merchantability and for fitness for the particular purposes contemplated in the transaction or by the Contract. Seller further warrants that all such Items are (i) free from defects in material and/or workmanship and/or design and if design responsibility is that of Seller, sufficient for the purposes intended by Buyer and its customers, and (ii) in compliance with all relevant governmental and industry standards for such Items. If Seller is providing services, Seller warrants that all services will be performed and completed (and all deliverables will be prepared) in a good and workmanlike or professional manner, as applicable, in accordance with all applicable laws and applicable industry or professional standards.

**10. Payment Terms, Rebates, and Allowances.** Seller will invoice Buyer on or after the date of delivery and payment shall be due sixty (60) calendar days from Buyer's next regularly scheduled payment date after receipt of invoice. All invoices and payments for Items will be paid in the currency specified in the Purchase Order, unless otherwise agreed to by the Parties in writing. Buyer, without prejudice to any other right or remedy it may have, reserves the right to set off or recoup, at any time, any amount owing to it by Supplier against any amount payable by Buyer to Seller. To the extent any advance or prepayment by Buyer to Seller is used by Seller to acquire inventory, raw materials, equipment or other components or materials (collectively "Collateral"), or any such Collateral is purchased by Buyer and delivered to Seller, to be used by Seller in fulfilling its obligations under the order, Seller hereby grants to Buyer a security interest in such Collateral.

**11. Intellectual Property; Cessation of Sales; Infringement.** (a) Nothing in these Terms or in a Purchase Order or Commercial Agreement transfers, or should be construed to transfer, ownership of any of Buyer's Intellectual Property. If Buyer expressly grants Seller the limited right to use Buyer's logo, tradename or service mark for the purpose of producing branded Items for Buyer, Seller will use Buyer's logo, tradename and service mark solely for producing such Items for Buyer and Seller agrees to not sell the Buyer's branded product, including all product packaged or marked with the Buyer's identification marks or tooled for Buyer, to any party except for Buyer or Buyer's customers as specified by Buyer in writing. Seller must give at least six months advance notice in writing to Buyer if Seller decides it will not supply product to Buyer; provided, however, if the Parties are subject to a Purchase Order or Commercial Agreement that specifies the supply period or length of agreement such agreement will control and govern and Seller must abide the term of such agreement and any notice periods set forth in such agreement. (b) Seller warrants that the Items purchased by Buyer and the use thereof by Buyer and its customers will not infringe or misappropriate any intellectual property rights, including, without limitation, any copyright, patent, trade secret, trademark, or other intellectual property right. Seller shall defend, indemnify and hold Buyer and its affiliates, agents and customers harmless from any and all liability, loss (including, but not limited to, lost profits), damage, cost and expense (including, without limitation, attorney fees) and claims therefor arising from or related to such infringement or misappropriation or claims thereof. Seller will, upon Buyer's request, appear and defend at Seller's own expense any such suit or action. Buyer will have the right to be represented by its own counsel in any such suit or action.

**12. Confidentiality.** Seller will keep the Confidential Information confidential and will not disclose all or any part of it to any third-party. Seller agrees, at all times, it will take appropriate and commercially reasonable measures to comply with all administrative, physical, technical (including electronic) and procedural safeguards and industry standards concerning privacy, data protection, confidentiality and information security. Seller will promptly notify Clariance and the applicable Buyer in writing of any breach of this section or of any actual or suspected loss, theft or other unauthorized use, disclosure, acquisition, transmission of or access to or other unauthorized processing of Confidential Information that may compromise the privacy or confidentiality of the Confidential Information (a "Security Incident"). If a Security Incident occurs, the written notice will summarize the nature of the incident, the suspected lost, compromised or stolen data, if know, and the corrective action taken or to be taken by Seller. Seller will take prompt corrective actions and will fully cooperate with Clariance and the applicable Buyer in all efforts to mitigate or rectify such Security Incident. If Buyer and Seller are parties to a separate confidentiality agreement, this Section 12 is intended to be read in harmony with that agreement.

### **13. Indemnification**

**13.1.** Seller shall defend, indemnify and hold Buyer and its affiliates, agents and customers harmless from any and all liability, loss (including, but not limited to, lost profit), damage, cost and expense (including, without limitation, attorney fees) and claims arising from, related to or in connection with any claim of defect in the design, materials, manufacture or sale of the Items purchased by Buyer under a Purchase Order or a Commercial Agreement, or in any way related to Seller's performance of its obligations thereunder.

**13.2.** If Seller performs any work on Buyer's premises or uses Buyer's property either on or off Buyer's premises, Seller shall take all necessary precautions to prevent the occurrence of any injury to person or property during the performance of such work. Seller shall indemnify and protect Buyer and its affiliates and agents against all liabilities,

claims, or demands for injuries or damage to any person or property arising out of the performance of work on or use of Buyer's property by Seller's Group, including without limitation attorney fees and costs.

**14. Confidentiality – Buyer's Intellectual Property.** Where Items are made according to drawings or specifications submitted by Buyer, the design shall be solely owned by Buyer, with Buyer holding all intellectual property rights to the design. Seller acknowledges that Buyer is the sole owner of any patents, trademarks, designs, and utility models in the design, drawings and specifications and agrees not to apply for any such rights in any country. Seller agrees not to reveal to any other person or use for any other purpose other than the sale of Items to Buyer, any information that is considered proprietary by Buyer, unless such has been expressly agreed to in writing by Buyer.

**15. Buyer's Property.** All designs, tools and material furnished by Buyer, together with any replacements or additions, shall remain the property of Buyer and shall not be used for any purpose other than completing an order made by Buyer, and all designs, tools and material such shall be returned to Buyer on demand. All designs, tools and material owned by Buyer must be clearly identified as Buyer's property. Seller shall keep in full force and effect a policy of property damage insurance with respect to Buyer's property in Seller's possession. Such policy shall name Buyer and Seller as insured to the full extent of the policy and shall contain a clause that the insurer will not cancel or change the insurance without first giving Buyer ten (10) days prior written notice. A copy of such policy or a certificate of insurance shall be delivered to Buyer. Seller shall be responsible to assure that property owned by Buyer shall be maintained and kept in good working condition.

#### **16. Laws and Seller Conduct**

16.1. Seller will comply with all applicable federal, state and local laws, orders, rules and regulations, and warrants that all Items supplied will be produced in compliance with the same. Upon Clarience's or Buyer's request, Seller will provide written certifications of compliance with any pertinent federal, state or local law.

16.2. It is Clarience's and Buyer's policy not to conduct business with a Seller who uses child labor in the manufacture of Items to sold to it. For purposes of these terms and conditions, a "child" is defined as a person under the age of 14. Should Clarience or Buyer discover that a Seller uses child labor, the Buyer may at its sole discretion cancel any Contract in whole or in part. In such an event, neither Clarience nor Buyer will be held responsible for any costs incurred by the Seller for the canceled orders.

16.3. It is Clarience's and Buyer's policy not to conduct business with a Seller who uses involuntary or illegal labor such as forced labor or human trafficking. All forms of forced labor and human trafficking are prohibited, including but not limited to any form of prison, slave, bonded or forced indentured labor. The Seller must gainfully employ all persons used by the Seller in the manufacture of its orders. Should Clarience or Buyer discover that a Seller uses involuntary or illegal labor, the Buyer may at its sole discretion cancel any or all unshipped orders in whole or in part. In such an event, neither Clarience nor Buyer will not be held responsible for any material, labor, or overhead costs incurred by the Seller for the canceled orders.

16.4. Seller shall conduct business in full compliance with the U.S. Foreign Corrupt Practices Act ("FCPA"), the U.K. Bribery Act and any anti-bribery and anti-corruption laws and regulations of the countries in which it does business. Should Clarience or Buyer discover that a Seller is not in compliance with any anti-bribery and anti-corruption laws and regulations, the Buyer may at its sole discretion cancel any or all unshipped orders in whole or in part. In such an event, neither Clarience nor Buyer will be held responsible for any costs incurred by the Seller for the canceled orders.

**17. Conflict of Interest.** No officer, director, employee or agent of Seller shall give or receive any commission, fee, rebate, gift or entertainment of significant cost or value in connection with a Contract or enter into any business arrangement with any officer, director, employee or agent of Buyer unless such business arrangement is clearly for the direct benefit of Buyer.

**18. Conflict Minerals.** Seller shall use due diligence to comply with all legal requirements for Conflict Minerals (defined below). Conflict Minerals include cassiterite, columbite, gold, tantalite, and wolframite, or their derivatives (including tantalum, tin and tungsten) sourced from areas identified as conflict regions, including the Democratic Republic of the Congo ("DRC") and Central Africa. Seller represents and warrants that no Conflict Minerals that originated in the DRC or an adjoining country are present in any Items sold by Seller to Buyer. For the purposes of making such representation and warranty, Seller will use due diligence protocols, standards, and procedures that meet or exceed the reasonable country of origin inquiry described in the United States Securities and Exchange Commission ("SEC") rules and the relevant best practices developed by industry. Seller shall indemnify, defend, and hold harmless Buyer (including its affiliates, subsidiaries, members, directors, officers, employees, customers, contractors, agents and other representatives) from and against any and all potential demands, claims, actions, causes of action, proceedings, suits, assessments, losses, damages, liabilities, settlements, judgments, fines, penalties, interest, costs and expenses (including fees and disbursements of counsel) of every kind which arise out of any actual or alleged Conflict Minerals content or Seller's noncompliance with this paragraph. Seller shall further assist Buyer with any requests for information, certifications, or other similar documents as Buyer may reasonably request to ensure Items' and Seller's compliance with

this paragraph, and Seller shall notify Buyer promptly upon discovering or having reason to believe that any Item fails to comply with the representations and warranties in this paragraph. For purposes of this provision, "Conflict Minerals" has the meaning set forth in Section 1502 of the U.S. Dodd-Frank Wall Street Reform and Consumer Protection Act, and the SEC rules adopted in connection therewith, as such law and rules may be amended, supplemented or replaced from time to time.

**19. Assignment; Set off.** Neither a Contract nor any payment pursuant thereto or hereunder are assignable or transferable without Buyer's prior written approval, and any purported assignment without such consent is voidable in Buyer's sole discretion. Buyer will, at all times, be entitled to set-off any amount owing at any time from Seller to Buyer.

**20. Term and Termination for Cause.**

**20.1. Term.** These Terms are effective on the Effective Date and, unless terminated as specifically set forth in the Terms, will continue in effect until terminated by a party upon at least 90 days' prior written notice to the other party (the "Term"). The foregoing notwithstanding, any termination of these Terms or a Contract by Seller will have no effect on any then-current Contracts or ordered Items unless otherwise instructed by Buyer in writing.

**20.2. Termination by Buyer.**

**a.** Time is of the essence and Buyer may terminate a Contract, in whole or in part, for default occasioned by any of the following events: (a) Seller's breach of any term of a Contract; (b) Seller's failure to perform in accordance with the requirements of a Contract; or (c) Seller's failure to make progress so as to endanger timely and proper delivery of the Items or completion of services, if applicable, as determined in Buyer's sole discretion. With respect to each of items (a)-(c), Seller will have the opportunity to correct such breach or failure within five (5) calendar days, except for breaches under Section 16 which have no cure period, (or such shorter period of time as Buyer may determine, if commercially reasonable under the circumstances) after receipt of written notice from Buyer specifying such breach or failure. Seller will be liable for all costs, damages and expenses caused by or resulting from its default under a Contract.

**b.** Buyer may terminate a Contract, in whole or in part, if Buyer no longer requires Seller's Items or Services due to termination or conclusion, in whole or in part, of Buyer's contract with its customer ("Obsolescence"). In the event Buyer terminates the Contract due to Obsolescence, Buyer will provide Seller with written notice of such termination. Within 10 business days of receipt of the Obsolescence termination notice, Seller must provide Buyer with a written claim documenting Seller's damages as a result of the Obsolescence (an "Obsolescence Claim"). The Obsolescence Claim must be consistent with Buyer's firm releases and must include sufficient supporting data to permit Buyer and its customer to verify and substantiate the Obsolescence Claim. Buyer will not be responsible for reimbursement of any Obsolescence Claim or any damages suffered by Seller related to Obsolescence, but will make reasonable efforts to obtain payment for such Obsolescence Claim from its customer and will reimburse Seller to the extent it is successful in recovering payment of such Obsolescence Claim from its customer. Buyer's rights and remedies herein reserved are cumulative and are in addition to any other or further rights and remedies available to Buyer at law or in equity.

**20.3. Termination by Seller.** In addition to the termination rights provided in **Section 20.2**, Seller may terminate a Contract only for default by a Buyer if each of the following events occurs: (a) Buyer fails to pay the purchase price for Items, (b) Buyer's non-payment for such Items is thirty (30) or more calendar days past due, (c) such unpaid past due amount is material, (d) Seller first provides Buyer written notice specifying the amounts past due for such Items and Seller's intent to terminate the applicable Contract if such past due amount is not paid; and (e) Buyer, within ten (10) business days following its receipt of such written notice from Seller, does not either (x) pay such past due amounts; or (y) notify Seller that the amounts claimed to be unpaid are disputed by Buyer. Seller's damages in such event shall be limited to the Contract price for delivered finished Items and the actual cost of work-in-process and raw materials in each case to the extent reasonable and authorized in Buyer's firm releases (which will become Buyer's property upon payment in full).

**20.4. Termination by Either Party.** Either Party may terminate a Contract, without liability to the other Party, if: (i) the other Party admits in writing its inability to pay its debts as they become due, commences a bankruptcy, insolvency, receivership, or similar proceeding, or makes a general assignment for the benefit of creditors, or (ii) the other party becomes a debtor in a bankruptcy, insolvency, receivership, or similar proceeding commenced by a third party that is not dismissed within 30 calendar days after commencement.

**21. Termination for Convenience.** Buyer may terminate a Contract at any time without cause in whole or in part by written notice, whereupon Seller will stop work on the date and to the extent specified in such notice and terminate all orders and subcontracts that relate to the terminated Contract only. Within thirty (30) calendar days after receipt of termination notice, Seller shall submit all claims for actual costs set forth below resulting from such termination, if any. Buyer will have the right to verify such claims by auditing the relevant records, facilities, work or materials of Seller and/or its subcontractors. Buyer will pay Seller the contract price for finished Items accepted by Buyer as well as for the

documented actual cost to Seller of work in process and raw materials allocable to the terminated Contract. Such payment constitutes Buyer's only liability for termination with title and right of possession to all delivered Items work in process and raw materials vesting in Buyer immediately upon Buyer's tender of such payment. In no event will Buyer be required to pay for finished Items, work in process or raw materials which Seller fabricates or procures in amounts that exceed those Buyer authorizes in firm delivery releases nor will Buyer be required to pay for any Items or materials that are in Seller's standard stock or that are readily marketable. Payments made under this Section will not exceed the aggregate price for finished Items that would be produced by Seller under firm delivery or release schedules outstanding at the date of termination.

**22. Remedies; Waivers.** The rights and remedies reserved to Buyer in the Terms, a Purchase Order and/or a Commercial Agreement are cumulative and in addition to any other or additional rights and remedies available at law or in equity. Nothing in a Purchase Order or a Commercial Agreement will be claimed or deemed to limit or exclude those remedies otherwise available to Buyer at law or in equity, and no disclaimers or modifications or attempted disclaimers or modifications of any express or implied warranties relating to the Items by Seller will be valid or effective. Without limiting the foregoing, if any Items fail to conform to the warranties provided by Seller, Buyer will notify Seller and Seller will, if requested by Buyer, reimburse Buyer for any incidental and consequential damages caused by the nonconforming Items, including costs, expenses and losses incurred by Buyer (i) in inspecting, sorting, repairing or replacing nonconforming Items; (ii) resulting from production interruptions, (iii) conducting recall campaigns or other corrective service actions, and (iv) claims for personal injury (including death) or property damage caused by such nonconforming Items. No waiver of any breach of any provision the Terms, a Purchase Order and/or a Commercial Agreement will constitute a waiver of any other breach or a waiver of such provision. Buyer's failure at any time to require strict performance by Seller of any provision the Terms, a Purchase Order and/or a Commercial Agreement shall not waive compliance with other requirements hereof, nor shall it waive Buyer's right thereafter to demand strict compliance therewith.

**23. Limitation of Liability.** Buyer's sole liability to Seller under any Contract (including its termination, expiration or cancellation) is to pay for purchased Items. IN NO EVENT SHALL BUYER BE LIABLE TO SELLER FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, MULTIPLE, OR EXEMPLARY DAMAGES OR LIABILITIES IN CONNECTION WITH A PURCHASE ORDER OR COMMERCIAL AGREEMENT, WHETHER FOR BREACH OF CONTRACT, TORT LIABILITY, LATE PAYMENT, PROPERTY DAMAGE, PERSONAL INJURY, ILLNESS, OR DEATH OR OTHERWISE. Any claim for relief by Seller must be commenced within one (1) year after the cause of action accrues.

**24. Survival of Obligations.** All warranty and indemnification provisions set forth in these Terms, a Purchase Order and/or a Commercial Agreement including all revisions and modifications of those provisions to which the Parties may agree in the future, shall remain in full force and effect notwithstanding the termination or expiration of the Terms or the applicable Purchase Order or Commercial Agreement.

## **25. Disputes and Governing Law**

25.1. The United Nations Convention on Contracts for the International Sale of Goods will not apply to these Terms or a Contract or to any Items sold under a Contract.

25.2. With respect to a Seller that is (a) organized or incorporated in the United States (each a "U.S. Seller") or (b) that is not a U.S. Seller but with respect to which there is a claim that pertains solely to one or more of Buyer's facilities that are located in the United States, the Contract and these Terms will be governed by, and construed and enforced under the laws of the State of Delaware without reference to any choice of law rules or principles which would otherwise dictate application of another state or country's laws and the Parties select as the exclusive forum for any litigation related to the applicable Contract, and irrevocably consent to the exclusive jurisdiction and venue of, the applicable state or federal courts in Delaware.

25.3. For any Seller other than a U.S. Seller or a Chinese Seller (defined in Section 25.4), or a Seller that does not meet the criteria in Section 25.2(b), the Contract and these Terms will be governed by, and construed and enforced under the laws of the country where Seller is registered and the Parties select as the exclusive forum for any litigation related to these Terms or a Contract, and irrevocably consent to the exclusive jurisdiction and venue of, the courts of the location where Seller is registered or organized.

25.4. This Section 25.4 is applicable only to Sellers organized or incorporated in the People's Republic of China (each a "Chinese Seller"). The Contract will be governed by, and construed and enforced in accordance with, the laws of the People's Republic of China in accordance with the provisions of this section 25.4. The United Nations Convention on Contracts for the International Sale of Goods will not apply to the Contract. Any dispute arising from or in connection with the Contract or these Terms which is not resolved within one month through negotiation shall be submitted to China International Economic and Trade Arbitration Commission (CIETAC) for arbitration in Beijing which shall be conducted in accordance with the CIETAC's arbitration rules in effect at the time of applying for arbitration. The arbitration committee will consist of three arbitrators, one appointed by the Buyer, one appointed by the Seller and the third one being the chief arbitration appointed by CIETAC. The arbitration shall be conducted in both English and Chinese. The arbitration award is final and binding upon both Parties.

**26. Language.** These Terms may be written in English and another language in a side by side format. In that case, in case of discrepancy, the English version prevails.

**27. Counterparts & Electronic Signatures.** Any Contract between Buyer and Seller may be executed in separate counterparts, and all such counterparts will constitute one and the same instrument. Electronic and facsimile copies of an original executed signature pages (including, without limitation, copies of electronically transmitted in “.pdf”), whether of these Terms or a Contract, will be deemed the same as the original executed signature page. Electronically executed versions of a signature page through the DocuSign, Inc. electronic signing system or any similar service implemented by Buyer will also be deemed the same as an original executed signature page. At the request of either Party at any time, the Parties will promptly confirm all electronic or facsimile copies, and all electronically executed versions of any signature page by manually executing and delivering a duplicate original signature page.

**28. Contract Interpretation.** The Parties desire and intend that all the provisions of these Terms and the other documents comprising the Contract be enforceable to the fullest extent permitted by law. If any provisions of these Terms or the other documents comprising the Contract or the application of any of the provisions in any of those agreements to any person or circumstances is, to any extent, construed to be illegal, invalid or unenforceable, in whole or in part, then the provision will be construed in a manner to permit its enforceability under the applicable law to the fullest extent permitted by law. In any case, the remaining portion of these Terms and the other documents comprising the Contract or the application of any remaining terms to any person or circumstance, other than those which have been held illegal, invalid, or unenforceable, will remain in full force and effect. The headings in these Terms are purely for convenience and are not to be used as an aid in interpretation. These Terms and any Contract are not to be construed against either Party as the author or drafter.