

## TERMS AND CONDITIONS OF PURCHASE

**1. Applicability.** These terms and conditions of purchase (these “**Terms**”), together with the purchase order (the “**Purchase Order**”) issued to the seller referenced therein (“**Seller**”) and to which these Terms are hyperlinked or referenced or with respect to which Seller has otherwise been provided a copy, collectively constitute a binding agreement (the “**Agreement**”) between the buyer identified on the Purchase Order (“**Buyer**”) and Seller and apply to all purchases of products (the “**Products**”) and services (the “**Services**”) and, together with the Products and the Deliverables (as defined below), the “**Ordered Items**”) by Buyer from Seller, as such Ordered Items may be described in the Purchase Order. The Agreement is binding on Buyer and Seller if Seller accepts or acknowledges the Purchase Order, starts to perform in accordance with the Purchase Order, or does not reject the Purchase Order in writing within 5 days of Seller’s receipt of the Purchase Order. Buyer may withdraw the Purchase Order at any time before it becomes binding upon it as provided above. **BUYER EXPRESSLY LIMITS ACCEPTANCE OF THE PURCHASE ORDER TO THE TERMS STATED IN THE AGREEMENT AND HEREBY GIVES NOTICE THAT IT OBJECTS TO THE INCLUSION OF ANY DIFFERENT OR ADDITIONAL TERMS PROPOSED BY SELLER.** Any and all additional or different terms and conditions contained in any of Seller’s acceptances, acknowledgments, invoices, bills or other commercial documents shall be deemed a material alteration of the Agreement and are hereby objected to and rejected, which shall not operate as a rejection of the Agreement, and the Agreement shall be deemed accepted by Seller without said additional or different terms. Should the Agreement be deemed to be an acceptance of a prior offer by Seller, such acceptance is expressly conditional on Seller’s assent to any additional or different terms contained in the Agreement. Buyer is not obligated to any minimum purchase or future purchase obligations not expressly stated in the Agreement. Notwithstanding anything herein to the contrary, the Agreement shall not supersede or otherwise modify or limit any written agreement, including, without limitation, a Supply or Quality Agreement, between Buyer and Seller in effect at the time Buyer issues the Purchase Order and should any terms and conditions of the Agreement conflict or be inconsistent with the terms and conditions of such written agreement, the terms and conditions of such written agreement shall control and have priority over such conflicts or inconsistent terms and conditions herein.

**2. Schedule.** Time is of the essence with respect to Seller’s performance of its obligations under the Agreement. The Services (including delivery of Deliverables) shall be undertaken, and Products shall be delivered, in accordance with the schedule provided in,

or referenced by, the Purchase Order. Seller shall immediately notify Buyer in writing if it becomes aware that any completion or delivery date(s) may reasonably be expected not to be met, which notice shall include, in detail, the reasons therefor, the anticipated impact on Seller’s performance under the Agreement and the actions that Seller shall undertake to mitigate any delay, including expedited delivery. If requested by Buyer, Seller shall promptly provide Buyer with a comprehensive remedial plan of corrective actions, including acceleration, to regain a rate of progress to comply with such schedule (or, if such compliance is not possible, to mitigate any resulting delay from such failure to comply). In the event of any such delay, Seller shall use all commercially reasonable efforts to mitigate any such delay and shall give first priority to performance under the Agreement. Without limiting the generality of the foregoing, Seller shall, at its cost, use expedited delivery if necessary to meet, or mitigate any failure in meeting, such schedule. Costs of expedited freight required by Buyer on past due shipments are the responsibility of Seller.

**3. Shipment, Delivery and Title.** Seller shall suitably pack or otherwise prepare all Products to prevent damage in shipment, to obtain the lowest transportation and insurance rates, and to meet the carrier’s requirements. The packing list for all shipments must reference Buyer’s Purchase Order number and, if required by Buyer, a certificate of conformance or certificate of authenticity must accompany each Product shipped. All Products that contain hazardous or toxic materials or require special labeling or packing (e.g. climatic exposure, contamination, expiration or end use date, etc.) shall be clearly and properly marked and labeled and include a list of all hazardous chemicals and other substances included therein, if any, the quantities of each and material safety data sheets for each chemical and substance on the list. All wood material used in packaging, bundling or dunnage that will be subject to international trade/transit shall comply with the requirements set forth in the latest version of the International Plant Protection Convention’s ISPM 15 related to the regulation of wood packaging material in international trade. If the Purchase Order contains instructions in respect to delivery of Products, Seller shall comply with such instructions. Except as otherwise provided in the Purchase Order, the delivery terms shall be, for shipments within the United States, FOB Buyer’s destination as instructed by Buyer or, for shipments not wholly within the United States, DDP Buyer’s destination as instructed by Buyer (Incoterms 2020). All shipments shall be declared at full valuation to insure full insurance coverage. Seller shall not make shipments in partial quantities, excess quantities or in advance of scheduled delivery dates required by the Purchase Order without Buyer’s prior written approval. Good, exclusive and marketable title, free and clear of all liens, to all Products shall pass to Buyer upon the earlier of (a) risk

of loss to such Products passing to Buyer in accordance with the applicable delivery term referenced above and (b) payment by Buyer for such Products. The passage of title to any Product to Buyer shall not be deemed an acceptance or approval of such Product (or the Services to be performed in connection therewith).

**4. Inspection and Acceptance.** Buyer may reject any delivery of Products if Seller fails to make delivery in conformity with the terms and conditions of the Agreement, including, without limitation, delivery prior to their scheduled delivery date or any failure of such Products (or a material portion thereof) to conform to the specifications or performance criteria published by Seller at the time the Purchase Order was issued for such Products or included in the Agreement. Buyer may also reject delivery of Products if Buyer has previously rejected the same or similar type of Products and Seller has not satisfied Buyer that such delivered Products will not suffer from the same or similar non-conformity as the rejected Products. Buyer's inspection or acceptance of Products shall not relieve Seller of its obligations under the Agreement, including testing, inspection and quality control, or constitute a waiver of Buyer's right to reject future deliveries. Buyer may, in respect to any rejected Products, elect either (a) to retain such rejected Products and (x) equitably adjust the price therefor as a result of any non-conformity or (y) remedy any non-conformity, the cost of which shall be borne by Seller or (b) to return such rejected Products at Seller's expense and risk of loss, and Seller shall, at Buyer's option, (i) refund any payments that it may have received from Buyer, including, without limitation, any original shipment expenses, or (ii) promptly replace the rejected Products with conforming Products at Seller's expense. If Buyer rejects such Products, demands a refund and seeks cover by purchasing from an alternate source, Seller shall reimburse Buyer for any additional costs and expenses incurred by Buyer in seeking cover. Payment for any Ordered Item shall not constitute approval or acceptance thereof, and Buyer's right of inspection survives payment.

**5. Changes.** Seller may not change the quantities, prices, conditions or other terms of the Agreement except with Buyer's written authorization. Buyer may, at any time by written notice to Seller (a "**Change Request**") make any changes within the general scope of the Purchase Order, including, without limitation, to: (i) specifications when the Ordered Items are to be specially manufactured for Buyer; (ii) method of shipment or packing; (iii) reasonable changes in quantity; (iv) reasonable changes in delivery schedules; (v) temporary suspension of work; and (vi) place of delivery. Any such Change Request shall be deemed accepted by Seller upon receipt unless such Change Request would cause a material change in the cost of, or time required for, performance under the Agreement and Seller provides Buyer, within 10 days' from Seller's

receipt of the Change Request, written notice proposing an equitable adjustment to the pricing or time of delivery under the Purchase Order, which notice shall include evidence supporting the appropriateness of any such adjustment. Any such proposed adjustment must be limited to documented costs and delays directly attributable to the Change Request. Buyer shall have 10 days from receipt of such proposed adjustment to accept such proposed adjustment by written notice thereof to Seller. If Buyer fails to deliver such notice of acceptance, or delivers written notice of rejection, within such 10-day period, the Change Request shall be deemed withdrawn and such proposed adjustment shall have no force or effect. Seller shall not suspend performance of the Agreement for so long as a Change Request remains subject to being withdrawn as provided above, unless and then solely to the extent required in writing by Buyer.

**6. Price.** The Purchase Order may not be filled at a higher price than that stated in the Purchase Order. If the price is not stated in the Purchase Order, the Ordered Items shall be billed at the price last requested by Buyer, or billed at the prevailing market price, whichever is lower. The prices include all packaging, transportation costs, insurance, custom duties and fees and applicable taxes, including, without limitation, all sales, use, VAT, GST or excise taxes.

**7. Payment.** Except as otherwise specified in the Purchase Order, upon shipment of the Products or completion of the Services, Seller shall render an invoice to Buyer at the accounts payable email address specified by Buyer. All invoices and correspondence to Buyer related to or pertaining to the Ordered Items must reference the associated Purchase Order number assigned to it by Buyer. Unless otherwise set forth in the Purchase Order, Buyer shall pay all properly invoiced amounts due to Seller within sixty (60) days after Buyer's receipt of such invoice, except for any amounts disputed by Buyer in good faith. Without prejudice to any other right or remedy it may have, Buyer reserves the right to set off at any time any amount owing to it by Seller against any amount payable by Buyer to Seller. Seller shall maintain complete and accurate books, records and accounts of all materials, services and costs relating to the Agreement in accordance with generally accepted accounting principles for at least four years after Seller receives final payment under the Agreement. Buyer shall have the right to audit and copy those records.

**8. Cancellation by Buyer.** Buyer reserves the right to cancel the Agreement, or any part thereof, at any time, by giving written notice to Seller. In the event of such cancellation, Buyer shall pay for all Ordered Items delivered and completed in compliance with the Agreement and all applicable specifications. Exercise by Buyer of the rights of cancellation reserved in this

Section shall give rise to no liability on the part of Buyer except as specified in this Section and will not have the effect of waiving damages to which the Buyer might otherwise be entitled.

**9. Ownership of Deliverables.** As part of the Services, Seller may be required to prepare or produce works of authorship for Buyer (the “**Deliverables**”). Except as provided in the penultimate sentence of this Section, Buyer shall own, upon their creation, all worldwide right, title, and interest in and to all Deliverables, whether in written, graphic, electronic or any other form, including specifications, data, know-how, or any other items or information, and all copyrights, trademarks, service marks, trade dress, trade names, trade secrets, patents, mask works, moral rights and other intellectual and industrial property rights therein or derived therefrom (collectively, “**Intellectual Property Rights**”), together with all of the goodwill associated therewith. All such Deliverables shall be considered a “work-made-for-hire” under the copyright laws of the United States. To the extent that any or all of such Deliverables are not deemed a “work-made-for-hire,” Seller hereby assigns, and shall cause any personnel performing any of the related Services to assign, to Buyer all right, title, and interest throughout the world in and to such Deliverables, including all Intellectual Property Rights. Notwithstanding the foregoing, Seller shall retain ownership of all Intellectual Property Rights in Deliverables (or any portion thereof) created by it prior to or independent from the performance of the Services and without regard, in whole or in part, to any Buyer Information (as defined below) (“**Seller Materials**”). Seller hereby grants Buyer and its affiliates a royalty-free, perpetual, worldwide, irrevocable, non-exclusive license to all Seller Materials to the extent reasonably required for Buyer, its affiliates or their respective customers to obtain the intended benefits of all Deliverables. Seller acknowledges and agrees that Seller is providing the Deliverables without any restriction on their use by Buyer, its affiliates or their respective customers for any purpose, including, without limitation, commercial and research purposes, use in the provision of services, resale or use in or with Buyer’s research and diagnostic products.

**10. Warranties.** Seller warrants that: (a) the Products, Deliverables, Buyer’s use of the Products, Buyer’s use of the Deliverables, and Seller’s performance of the Services shall not infringe or misappropriate any third party’s intellectual property rights; (b) the Products will (i) be free and clear of all liens, security interests or other encumbrances, (ii) be new, merchantable, of high quality and workmanship, (iii) be fit for their particular purpose and operate as intended, (iv) be free from any defects in workmanship, material and design, and (v) conform strictly and in all respects with the terms of the Agreement, including the

drawings, designs, specifications, descriptions and samples identified in the Purchase Order; (c) the Services will (i) be provided in a professional and workmanlike manner, (ii) be performed by appropriately knowledgeable, qualified and skilled personnel, and (iii) conform to the best industry standards for similar services and the terms of the Agreement and (d) the Deliverables will (i) be free and clear of all liens, security interests or other encumbrances, and (ii) be fit for their particular purpose and (iii) conform strictly and in all respects with the terms of the Agreement (collectively, the “**Warranties**”). In the event that Buyer discovers a breach of, or non-conformance with, any of the Warranties, Buyer shall provide Seller with notice thereof, and Seller shall, at its own cost and expense and at the option of Buyer, immediately re-perform, replace or repair the defective or nonconforming Ordered Item (including, as applicable, Deliverable) and pay for all related expenses, including, but not limited to, transportation charges for the return of defective or nonconforming Products to Seller and the delivery of repaired or replacement Products to Buyer. The Warranties run to Buyer, its successors, assignees, customers, and users of the Ordered Items. Seller shall, at its own expense and whenever reasonably requested by Buyer, furnish and deliver to Buyer satisfactory evidence showing that any Ordered Item fully conforms to the applicable Warranties, including any drawings, designs, specifications, descriptions and samples identified in the Purchase Order. The Warranties survive any delivery, inspection, acceptance or payment of or for the Ordered Items by Buyer. The Warranties are cumulative and in addition to any other warranty provided by law or in equity.

**11. Work on Buyer’s Premise.** If the Agreement requires that Seller perform any work or Services on Buyer’s premises, (a) Seller shall, and shall cause its and its permitted subcontractors’ personnel, if any, to abide by, while on Buyer’s premises, all occupational safety and health laws and regulations and Buyer’s safety and security policies and rules of conduct, all as amended from time to time, and (b) Seller shall ensure that its or its permitted subcontractors’ equipment and systems brought onto Buyer’s premises, or otherwise connected to Buyer’s systems, shall comply fully with all applicable laws and regulations and Buyer’s policies, all as amended from time to time. If any of Seller’s or its permitted subcontractors’ personnel refuse to abide by, while on Buyer’s premises, all occupational safety and health laws and regulations and Buyer’s safety and security policies and rules of conduct, all as amended from time to time, Seller shall immediately and at its cost remove such personnel from Buyer’s premises and replace such personnel with a suitable replacement who will so abide.

**12. Insurance.** For so long as any Ordered Items remain unfilled and for three (3) years thereafter, Seller

and its permitted subcontractors shall obtain and maintain, at their own expense, the following insurance coverage purchased from a company or companies rated A-VI or better by AM Best.

- a. Commercial General Liability insurance written on an occurrence form and providing coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract with limits of at least \$1,000,000 per occurrence and \$2,000,000 aggregate. This policy shall be endorsed to waive subrogation in favor of Buyer.
- b. Workers' Compensation insurance that satisfies all statutory requirements and limits in the state in which the Services are performed. This policy shall contain Employer's Liability coverage with limits of at least \$1,000,000 per person per accident. This policy shall be endorsed to waive subrogation in favor of Buyer.
- c. Commercial Automobile Liability insurance if the use of motor vehicles is required hereunder, with limits of at least \$1,000,000 combined single limit per occurrence covering owned, hired, and non-owned vehicles.
- d. Professional Liability (Errors & Omissions) insurance with limits of at least \$5,000,000 per occurrence and aggregate. If this policy is written on a claims-made basis, such insurance shall continue until all Ordered Items have been filled in accordance herewith and contain a retroactive date back to the date of, or prior to, the inception of the Agreement.
- e. Umbrella insurance with limits of at least \$5,000,000 per occurrence and aggregate providing excess follow-form coverage to the Commercial General Liability, Employer's Liability, and Automobile Liability policies.
- f. Cyber Liability insurance with limits of at least \$5,000,000 per claim and aggregate with coverage sufficiently broad enough to respond to the duties and obligations defined in the Agreement, including, but not limited to, damage of electronic information, information theft, release of personally identifiable information (PII) or protected health information (PHI), extortion, network security, and privacy liability. This policy shall include breach response coverage with a sublimit of at least \$1,000,000 per claim.

**13. Indemnity.** Seller shall indemnify and hold harmless Buyer, its affiliates, officers, employees and agents (each, a "**Buyer Party**") against any and all damages, liabilities, losses, claims, fines, judgments, costs and expenses, including attorney fees (collectively, "**Liabilities**"), relating to or arising out of, directly or indirectly: (a) any death or injury to any person, damage to any property or any other damage or loss due to any defect in or use of any Ordered Item; (b) any Product recall; (c) any infringement or misappropriation of any proprietary right by any Ordered Item (including packaging, labeling and documentation of any Product) or the use thereof by Buyer; (d) Seller's negligence, strict liability or intentional misconduct; (e) Seller's breach of the Agreement; (f) Seller's use of Buyer-owned property; or (g) Seller's failure to state accurate Product descriptions, adequate warnings, or instructions, except to the proportional extent that the Liability is caused by the gross negligence or intentional misconduct of that Buyer Party as determined by a final, non-appealable order of a court of competent jurisdiction. Seller shall have the right to conduct and control, through counsel of its own choosing, reasonably acceptable to the Buyer Party, the defense of any third party claim in respect to which Buyer Party is entitled to indemnification hereunder; provided, however, that (i) if requested by Buyer Party, Seller provides Buyer Party with evidence reasonably acceptable to it that Seller will have the financial resources to defend against such third party claim and fulfill its indemnification obligations hereunder, and (ii) Buyer Party may, at its election, participate in the defense thereof at its expense. Notwithstanding the foregoing, Buyer Party shall be entitled to control and assume responsibility for the defense of such third party claim, at the expense of Seller, if (A) Seller fails to defend such third party claim, (B) in the reasonable opinion of legal counsel for Buyer Party such third party claim involves, or is likely to involve, a claim by any government authority, including a claim of criminal conduct, (C) an actual or potential conflict of interest exists where it is reasonably advisable by legal counsel for Buyer Party that Buyer Party be represented by separate counsel, or (D) such third party claims seeks injunctive or other equitable relief. Seller, in the defense of any such third party claim, shall have the right to compromise or settle such third party claim only with the prior written consent of the Buyer Party. The Buyer Party and Seller shall fully cooperate in good faith in connection with such defense and shall cause their respective legal counsel, accountants and affiliates to do so, and shall make available to the other all relevant books, records, and information (in such party's control) during normal business hours, and shall furnish to each other such other assistance as the other party may reasonably require in connection with such defense, including making its employees available to testify and assist others in testifying in any such proceedings.

**14. Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BUYER SHALL NOT BE LIABLE TO SELLER FOR ANY LOST PROFITS OR REVENUE OR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION, LOST OPPORTUNITIES. Buyer shall not be liable for interest charges or penalties of any description.

**15. Right of Entry and Inspection.** Buyer or any accredited third party auditor shall be entitled, upon reasonable prior notice to Seller, to enter and inspect Seller's facilities, and that of any sub-tier suppliers, to review parts, processes, tooling, equipment, and related paperwork relating to the Ordered Items or compliance with the Agreement.

**16. Confidentiality of Information.** Any specifications, drawings, sketches, models, samples, tools, technical information, methods, processes, techniques, shop practices, plans, know-how, trade secrets, or data, written, oral or otherwise, furnished by or on behalf of Buyer to Seller under, or in contemplation of, the Agreement (collectively, the "**Buyer Information**") remain Buyer's property. Upon request of Buyer, all copies of Buyer Information in written, graphic or other tangible form must be immediately returned to Buyer and copies in electronic format must be immediately destroyed or deleted. Except as may otherwise be agreed upon by Buyer in writing, Seller shall maintain the confidentiality of, and shall not disclose, the Buyer Information and shall use the Buyer Information only in performing its obligations under the Agreement.

**17. Buyer-Owned Property.** Unless Buyer and Seller otherwise agree in writing, the following provisions apply to any tools, tooling, patterns, equipment, materials or other properties that are either supplied to Seller by Buyer or have been acquired by Seller and specifically paid for by Buyer ("**Buyer-owned property**"), in each case in connection with Seller's performance of the Agreement.

- a. Seller has the right to use Buyer-owned property without payment only for its performance of the Agreement. Title to all Buyer-owned property shall at all times remain with Buyer. Buyer makes no, and hereby disclaims any, representations or warranties in respect the Buyer-owned property, including its condition, and Seller accepts the Buyer-owned property "AS IS." Buyer shall have no liability arising out or relating to the Buyer-owned property, including its operation.

- b. Seller shall keep Buyer-owned property free and clear of all liens, encumbrances or claims arising by or through Seller. Buyer shall have the right, in addition to other rights provided by law, to enter Seller's premises at any time to remove Buyer-owned property with or without a court order.
- c. Seller shall, on written request of Buyer, properly pack and ship Buyer-owned property to the destination designated by Buyer.
- d. Seller assumes complete liability for and shall at its expense, perform all maintenance work, repairs, and replacements necessary with respect to Buyer-owned property so that such property remains suitable for the use intended. Seller agrees to pay Buyer for any Buyer-owned property spoiled, damaged or not otherwise accounted for to Buyer's satisfaction.
- e. The risk of loss or damage to all Buyer-owned property shall remain with Seller from the time that such property is delivered to Seller until such property is received by Buyer. Upon written request of Buyer, Seller shall provide Buyer with proof of adequate insurance coverage on Buyer-owned property by Seller.
- f. Seller shall, at Buyer's request, provide Buyer with a current listing of Buyer-owned property in its or its subcontractor's possession, indicating complete descriptions, quantities, locations and property conditions.

**18. Anticorruption Laws.** Seller shall not violate the laws and regulations of the United States of America (including the Foreign Corrupt Practices Act), any local laws of its country of operation, the country in which business is being conducted, or any other relevant country as applicable (including the United Kingdom Bribery Act 2010 and United Kingdom Modern Slavery Act 2015) pertaining to bribery, improper payments or kickbacks. Without limiting the generality of the foregoing, Seller shall not offer or make payments or anything else of value, directly or indirectly, to any official, agent or employee of any government authority, or a candidate of a political party, for the purpose of obtaining or retaining business relating to, or in connection with, the Agreement, and, if Seller makes any such offer or payment, Buyer may terminate this Agreement immediately and shall have no further obligation, or any liability based on such termination, to Seller.

**19. Conflict Minerals.** Seller warrants and certifies that no "Conflict Minerals" as defined in Section 1502(e)(4) of the Dodd-Frank Wall Street

Reform and Consumer Protection Act (“Dodd-Frank”), i.e., columbite-tantalite (coltan), cassiterite, gold, wolframite, or their derivatives (i.e., tantalum, tin, tungsten or gold), or any other mineral or its derivatives determined by the United States Secretary of State to be financing conflict in the Democratic Republic of the Congo or an adjoining country, that originated from Democratic Republic of the Congo or any adjoining countries, are or will be contained in the Products and that no Conflict Minerals are or will be used in the manufacture of the Products. Without limiting the foregoing, if Seller discovers that any Conflict Minerals are contained in the Products or used in their manufacture, Seller shall disclose such Conflict Minerals to Buyer. Seller shall provide to Buyer all information (in sufficient detail), with written certifications thereof, to enable Buyer to timely comply with all of Buyer’s and Buyer’s customers’ due diligence, disclosure and audit requirements under Section 1502 of Dodd-Frank and Rule 13p-1 and Form SD under the Securities Exchange Act of 1934, and all similar, applicable statutes and regulations, including due inquiry of Seller’s supply chain (and certifications by such suppliers) identifying Conflict Minerals contained in each Product and the country of origin of such Conflict Minerals (or, following due inquiry, why such country of origin cannot be determined).

**20. Trade Controls.** Seller shall comply with all applicable export, import, and customs laws and regulations (“**Trade Control Laws**”), including, without limitation, all regulatory requirements that apply to the importation of the Products under the Agreement. If any Product is to be exported in connection with the Agreement, Seller shall provide to Buyer in writing such Product’s Export Control Classification Number and such other related information as Buyer may reasonably require, prior to the delivery of such Product. If Seller does not provide an Export Control Classification Number for such Product to Buyer prior to its delivery, Seller is deemed to have certified to Buyer that such Product is not otherwise listed on any applicable export control list, including the U.S. Commerce Control List. Seller must notify Buyer before providing any product or technical data that is controlled under any Trade Control Law and provide the applicable Export Control Classification Number to Buyer in writing prior to providing such Product or technical data. Buyer will not be liable to Seller for any resulting loss or expense if Seller fails to comply with any applicable Trade Control Law or with the provisions set forth herein. Seller shall immediately notify Buyer if Seller becomes listed on, or owned or controlled by anyone on, any restricted persons list published by the U.S. Department of Commerce, Treasury, or State (including, but not limited to, the Specially Designated Nationals and Blocked Persons List and the Entity List), the European Union, the United Kingdom, Canada, or any other jurisdiction whether

either Buyer or Seller maintains an office, or if Seller’s export privileges are fully or partially denied, suspended, or revoked.

**21. Compliance with Permits/Laws.** Seller shall maintain in effect all licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under the Agreement. Without limiting any other provision of the Agreement, Seller shall comply with all applicable foreign, federal, state or local laws or ordinances and all orders, rules and regulations issued thereunder, including, without limitation, any laws or regulations relating to the privacy, security, integrity and availability of personal data, or restrictions on the processing, movement or transfer of such personal data (“**Privacy Laws**”). Seller agrees to enter into any additional agreements or adhere to any additional contractual terms and conditions relating to personal data as Buyer may instruct in writing that it deems necessary to address applicable Privacy Laws, including any required agreements for jurisdictions that have restrictions pertaining to the processing or transfer of personal data. Seller shall not provide any such personal data to Buyer, and, if notwithstanding such prohibition, Seller provides any such personal data to Buyer, Seller warrants that it has collected such personal data with the affirmative, written consent of the data subjects for Seller to disclose such personal data to Buyer and/or its affiliates.

**22. Further Assurances.** Each party hereto agrees to execute and deliver all further instruments and documents, and take all further action, as may be reasonably necessary, proper or advisable to complete its performance hereunder and to effectuate the purposes and intent of the Agreement. In particular, Seller shall cooperate with and provide reasonable assistance to Buyer and, as may be requested by Buyer, its insurers, lenders, regulators, consultants, accountants, attorneys, representatives and agents in relation to any Ordered Item or the performance by Seller of any of its obligations hereunder.

**23. No Public Announcements.** Seller shall not, without first obtaining the express written consent of Buyer, in any manner advertise or publish the fact that Seller has supplied or contracted to supply to Buyer the Ordered Items, except if and to the extent that Seller is required to make any public disclosure or filing regarding the subject matter of the Agreement pursuant to applicable law, rules or regulations.

**24. Relationship of the Parties.** The relationship between the parties is that of independent contractors. Nothing contained in the 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.

**25. General.** The Agreement and all rights and duties under the Agreement are governed by the internal law of the State of Wisconsin, without reference to any applicable conflict of laws rules or the United Nations Convention on Contracts for the International Sale of Goods. Seller irrevocably consents to exclusive jurisdiction of Dane County, Wisconsin courts for disputes arising out of the Agreement. The parties' rights and remedies under the Agreement are cumulative. No course of dealing or failure of either party to enforce strictly any term, right or condition of the Agreement shall be construed as a waiver of that term, right or condition. No express waiver of any term, right or condition of the Agreement shall operate as a waiver of any future application of such term, right or condition or the application of any other term, right or condition. If any provision of the Agreement or the application of the Agreement to any person, entity or circumstance shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then (a) the remainder of the Agreement and the application of that provision to person, entity or circumstances other than those as to which it is specifically held invalid or unenforceable shall not be affected, and every remaining provision of the Agreement shall be valid and binding to the fullest extent permitted by applicable laws and (b) a suitable and equitable provision shall be substituted for such invalid or unenforceable provision in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision. Provisions of the Agreement that by their nature should apply beyond the termination or cancellation of the Agreement will remain in force after such termination or cancellation, including, without limitation, Sections 9, 10, 13, 14, 16, 17, 19 and 22 through 25. Seller understands that the Agreement is personal to Seller. Seller may not subcontract the Agreement, or any portion thereof, without the prior written consent of Buyer. Neither the Agreement nor any right, interest or obligation hereunder may be assigned by Seller without the prior written consent of Buyer, and any attempt to do so shall be null, void and ineffective. Subject to the preceding sentence, the Agreement is binding upon, inures to the benefit of and is enforceable by the parties hereto and their respective successors and permitted assigns. All notices hereunder shall be in writing and addressed to the parties at the addresses set forth on the face of the Purchase Order or to such other address that may be designated by the receiving party in writing.