

**THESE TERMS AND CONDITIONS
APPLY TO THE SALE OF GOODS
OR SERVICES TO CUSTOMERS**

8400 Green Meadows Dr.
P.O. Box 545
Lewis Center, OH 43035

P: 740.548.4100

F: 740.548.7617

STANDARD TERMS & CONDITIONS OF SALE

1. **PURPOSE.** All sales of goods or services to a purchaser (“**Buyer**”) by any entity or affiliate entity of the family of Abrasive Technology companies, including without limitation: Abrasive Technology, LLC, Abrasive Technology Ltd., Abrasive Technology Aerospace, LLC, Abrasive Technology Mexico LLC, and Precision Swiss Products, Inc. (hereinafter referred to collectively or individually as “**Seller**”) are subject to these terms and conditions of sale (“**Terms**”). Buyer’s acceptance of these Terms is made by submitting an order (“**Order**”) or otherwise receiving Goods or Services pursuant to any Order, or any other manifestation of Buyer’s assent to the Terms or the Order, whichever occurs first shall be deemed an effective mode of acceptance of this Agreement. These Terms apply to the purchase and sale of the goods or services (“**Goods or Services**”) identified on the Order. The Order may attach additional documentation pertaining to the Goods or Services.

1.1. **Minimum Order Requirement.** Buyer acknowledges and agrees that each Order placed with Seller must meet a minimum order value of one hundred fifty U.S. dollars (US \$150.00), exclusive of shipping, handling, and applicable taxes. Orders not meeting this minimum may, at Seller’s sole discretion, be rejected or adjusted to meet the minimum requirement.

2. **ENTIRE AGREEMENT.** The Order, these Terms, or other similar document provided by Seller with respect to the Order (including the Medical Device Material Purchasing Spec or Aero Purchasing Spec, if applicable) (collectively, this “**Agreement**”) comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. Any counteroffer is hereby rejected. No course of performance, course of dealing, or usage of trade shall be applicable unless expressly incorporated in this Agreement. In the event of a conflict between the terms and conditions of an Order and the terms and conditions of the Quote, these Terms or any other part of the Agreement, the terms of the Quote and other part of the Agreement shall control, unless such conflicting Order terms are expressly set forth on the face of the Order and the Order is accepted by Seller in writing. Notwithstanding anything to the contrary, the parties expressly agree that no browse-wrap, shrink-wrap, click-wrap or other terms and conditions provided with or through the Order or any other documents, materials, or systems of Buyer will constitute a part of or amendment to the Agreement or are or will be binding on Seller for any purpose unless signed by an authorized representative of Seller in writing. Fulfillment of the Order does not constitute acceptance of any of Buyer’s terms and conditions and does not serve to modify or amend these

Terms. Conditions not specifically stated herein shall be governed by established trade customs.

3. **QUOTE.** Seller may, in its discretion, issue a quote (“**Quote**”) to Buyer, upon Buyer’s request, which estimates the initial estimated fees associated with the Goods and Services. All Quotes are quoted in U.S. dollars. The Quote shall remain firm and open for acceptance for a period of ninety (90) days from the date identified on the Quote, or as otherwise set forth on the Quote (“**Quote Period**”). If the Buyer does not issue an Order within the Quote Period, the Quote shall automatically expire.

4. **ACCEPTANCE.** The Order, and this Agreement, is not binding on Seller until Seller accepts the Order in writing. If Seller does not accept the Order in writing within ten (10) days of Seller’s receipt of the Order, the Order will lapse. Buyer acknowledges and agrees that all prices, discounts, and promotions are subject to change unless and until Seller accepts the Order, unless otherwise stated in a Quote.

5. **PRICE.** Buyer shall purchase the Goods and Services from Seller at the price (“**Price**”) set forth in the Order. The Price is exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any governmental authority on any amounts payable by Buyer. Buyer shall be responsible for all taxes, import or export duties, VAT, or tariffs imposed with respect to the sale of the Goods or Services which Seller, at any time, either pays or must collect; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller’s income, revenues, gross receipts, personnel, or real or personal property or other assets.

6. **PAYMENT.**

6.1. Unless otherwise agreed in the Order, Seller shall issue an invoice (“**Invoice**”) to Buyer following shipment of the Goods or Services. The Invoice shall identify all fees (“**Fees**”) required to be paid by Buyer for the Order. For the avoidance of doubt, the Fees shall include, if applicable, the Price, and all packaging, transportation costs, customs duties and fees and applicable taxes, including, but not limited to, all sales, use or excise taxes. Buyer shall be responsible for all such Fees. Buyer understands and acknowledges that the Invoice may encompass additional fees which are due to Seller if the actual fees as of delivery of the Goods and Services exceed the Fees which were previously stated in the Order, including if Buyer has incurred any additional fees.

6.2. In the event the Order requires payment of the Fees prior to shipment, Buyer understands and acknowledges Seller may, in its sole discretion, withhold shipment of the Goods or Services until payment of the Fees in accordance with the Invoice.

6.3. Unless otherwise stated in the Invoice, all payments are due and must be made by Buyer within thirty (30)

days from the date of Invoice. Buyer shall make all payments in US dollars. Payment may be made by ACH or wire transfer, in accordance with the instructions set forth in the Invoice. At its discretion, Seller may accept payment by MasterCard, Visa, American Express, Discover Card, or prepayment. Seller may modify accepted payment form at any time.

- 6.4. Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law (which Buyer does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Goods or Services or other products if Buyer fails to pay any amounts when due hereunder and such failure continues for five (5) days following written notice thereof.
7. **BUYER MATERIALS.** If the Order requires Buyer to furnish any information, specifications, material, or equipment ("**Buyer Materials**") to Seller, Buyer must provide such Buyer Materials to Seller with ample time to allow Seller to complete the Order, but at least no later than any date requested by Seller. All Buyer Materials must be of suitable quality to facilitate efficient production. When Buyer Materials are to be furnished by Buyer, such Buyer Materials are to be delivered to Seller's factory dock freight and applicable duties paid, and ample allowance must be made for reasonable spoilage. In the event Seller produces any Goods and Services using Buyer Materials, Buyer shall be responsible for, and assumes liability for, any claims that any of the Buyer Materials or Seller's receipt and use thereof uses thereof infringes any intellectual property right of a third party. Buyer represents and warrants to Seller that Buyer has all rights in and to Buyer Materials to make the Buyer Materials available to Seller. Buyer hereby grants Seller the right and license to use and modify the Buyer Materials to perform its obligations under the Agreement. Buyer retains all its rights in the Buyer Materials.
8. **CANCELLATIONS.** Absolutely no cancellations can be made to the Order without Seller's consent, and provided any such cancellation is on terms that will fully compensate Seller for any actual or anticipated expenses and loss of profits. In the event Buyer wishes to cancel the Order after forty-eight (48) hours of Seller's receipt of the order, a minimum cancellation charge of 15% of the Price will be immediately due and payable in full.
9. **CHANGES.** Absolutely no changes or modifications can be made to the Order without Seller's consent. Seller shall not be liable for and may correct clerical errors at any time. In the event Buyer wishes to change or modify the Order, Buyer shall submit details of any requested change to Seller in writing. Following notice of Buyer's requested change to the Order, Seller shall, within a reasonable time, provide a written estimate to Buyer of: (a) the likely time required to implement the change; (b) any necessary variations to the Fees and other charges for the services arising from the change; and (c) any other impact the change might have on the performance of this Agreement.
- Seller shall not be bound by any proposed change unless mutually agreed in writing.
10. **PACKAGING.** Buyer shall be responsible for the cost of any special packaging requested by Buyer or any packaging rendered necessary for delivery by any means other than Seller's normal means of delivery.
11. **DELIVERY.** Buyer acknowledges that even if Seller assists with the coordination of shipping, freight and risk of loss remain Buyer's responsibility. Freight and related amounts will be the responsibility of Buyer. Except as expressly set forth in the applicable Order, freight shall be Ex Works INCOTERMS 2020 ("**EXW**") Seller's facility in origin or such other facility as may be designated by Seller in the Order (the "**Delivery Location**"). In the event the Delivery Location is not Seller's premises, Seller shall deliver the Goods or Services to the Delivery Location using Seller's standard methods for packaging and shipping such Goods and Services. Any shipping date identified in the Order is an estimate. Seller shall not be liable for any delays, loss, or damage in transit. Seller may, in its sole discretion, without liability or penalty, make partial shipments or ship overages or underage to the extent of 10% of the quantity of Goods or Services to Buyer. Seller shall not be responsible for claims for error in quantity, weight or number not made within 10 days after Buyer's receipt of Goods. In the event the Order requires payment of the Fees prior to shipment, Buyer understands and acknowledges that delivery of the Goods or Services within the requested delivery time period is contingent upon Buyer's immediate payment of the Fees upon invoicing. Seller expressly disclaims any and all liability for a delay in the delivery of Goods or Services if Buyer does not make immediate payment of the Fees.
12. **NON-DELIVERY.** If for any reason Buyer fails to accept delivery of any of the Goods or Services when the Goods or Services have been made available at the Delivery Location or as otherwise set forth on the Order, or if Seller is unable to deliver the Goods or Services at the Delivery Location on such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations or has otherwise breached the Agreement: Seller, at its option, may store the Goods or Services until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage, and insurance). For the avoidance of doubt, Buyer's failure to pick up or otherwise accept delivery of Goods or Services, when made available by Seller shall be a breach of the Agreement, and in addition to all other remedies, Seller shall be entitled to terminate the Agreement in whole or in part pursuant to Section 19.
13. **EXPORT REQUIREMENTS.** Buyer agrees to obtain from the relevant authority each necessary authorization and/or Export License for any Goods or Services which are subject to this Agreement, if they are, or are likely to be exported. Diversion, export-reexport, transshipment contrary to U.S. law is prohibited. Buyer will indemnify Seller against any consequences of failure to comply with this Agreement. See additional form for Annual Regulatory Compliance.
14. **INSPECTION.** Buyer shall promptly inspect the Goods or Services and shall notify Seller in writing of any defect, loss, or damage, to the Goods or Services ("**Nonconforming Goods or Services**"). In the event such inspection takes place at Seller's premises, Buyer shall

conduct the inspection so as to not to interfere with Seller's operations. Buyer will be deemed to have accepted the Goods or Services unless it notifies Seller in writing of any Nonconforming Goods within one calendar day of delivery. Seller reserves the right to examine all Goods or Services to determine, in its sole discretion, if the Goods or Services are in fact Nonconforming Goods or Services. No returns will be accepted without the prior written consent of Seller, in each case. If Buyer timely notifies Seller of any Nonconforming Goods or Services, Buyer shall, in its sole discretion, (i) repair or replace such Goods or Services with conforming Goods or Services, or (ii) adjust the Price for such Nonconforming Goods and Services, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. If Seller exercises its option to replace Nonconforming Goods or Services, Seller shall, after receiving the Nonconforming Goods or Services, deliver to Seller, at Seller's expense and risk of loss, the replaced Goods and Services to the Delivery Location.

15. TITLE AND RISK OF LOSS. Title shall pass to Buyer upon payment of the Fees in full. Risk of loss of the Goods or Services shall pass to Buyer when the Goods or Services are made available to Buyer at Seller's designated facility in origin. As collateral security for the payment of Fees, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title, and interest of Buyer in, to, and under the Goods or Services, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Ohio Uniform Commercial Code.

16. RMA PROCEDURES/RETURNS. In Seller's sole discretion, resalable Goods and Services may be returned to Seller, provided such return is made within ninety (90) days of the Invoice date and Buyer pays to Seller a restocking fee of 15% of the Fees. For Seller to determine if products are resalable, Seller must have opportunity to inspect products. A written request for return of resalable stock products must be submitted via mail, e-mail or facsimile, and include: (a) date of purchase; (b) product description; (c) Invoice reference number; and (d) the reason for the return. Certain Goods and Services (as deemed by Seller) may be subject to stipulations in addition to the above requirements. Therefore, prior authorization is required before any goods may be returned. A Returned Goods Authorization ("RMA") number must be obtained from Seller and be displayed on any packaging. Goods and Services without such a returns number will be refused and returned. Shipping charges for authorized returns must be prepaid by Buyer. For the avoidance of doubt, non-stock Goods and Services (special makes) and discontinued products are not returnable.

17. LIMITED WARRANTY.

17.1. Seller warrants to Buyer that for a period of six (6) months from the date of shipment of the Goods or Services ("**Warranty Period**"), that such Goods or Services will materially conform to Seller's published specifications in effect as of the date of shipment and will be free from material defects in material and workmanship.

17.2. Seller shall not be liable for a breach of the warranties set forth in Section 17.1 unless: (i) Buyer gives written notice of the defective or non-conforming Goods or Services, as the case may be, reasonably described, to Seller within three (3) days of the time when Buyer discovers or ought to have discovered the defect; (ii) if applicable, Seller is given a reasonable opportunity after receiving the notice of breach of the warranty set forth in Section 17.1 to examine such Goods or Services and Buyer, and following receipt of an RMA, returns such Goods or Seller to Seller's designated location; and (iii) Seller reasonably verifies Buyer's claim that the Goods or Services are defective or non-conforming.

17.3. The forgoing warranty shall not apply and Seller shall not be liable for a breach of the warranty if: (i) the Goods or Services have been subject to use beyond their normal performance specifications or in any other way misused; (ii) Buyer makes any further use of such Goods or Services after giving such notice; (iii) the defect arises because Buyer failed to follow Seller's oral or written instructions as to the storage, installation, commissioning, use, or maintenance of the Goods or Services; or (iv) Buyer alters or repairs such Goods without the prior written consent of Seller.

17.4. Subject to Section 17.1 and Section 17.2 above, with respect to any such Goods or Services during the Warranty Period, Seller shall, in its sole discretion, either: (i) repair or replace such Goods or Services (or the defective part) or (ii) credit or refund the price of such Goods or Services at the pro rata contract rate provided that, if Seller so requests, Buyer shall, at Seller's expense, return such Goods or Services to Seller.

17.5. THE REMEDIES SET FORTH IN SECTION 17.4 ARE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTIES SET FORTH IN SECTION 17.1.

17.6. EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION, SELLER MAKES NO WARRANTIES WHATSOEVER WITH RESPECT TO THE GOODS OR SERVICES, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. WITHOUT LIMITING THE FORGOING DISCLAIMERS, BUYER IS RESPONSIBLE FOR DESIGN WORK RENDERED BY SELLER.

18. THIRD PARTY PRODUCTS. Products that manufactured by a third party ("**Third Party Product**") may constitute, contain, be contained in, incorporated into, attached to, or packaged together with, the Goods or Services. Third-Party Products are not covered by the warranty in Section 17. For the avoidance of doubt, SELLER MAKES NO REPRESENTATIONS OR

WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

19. **TERMINATION.** In addition to any remedies that may be provided under these Terms, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Agreement and such failure continues for five (5) days after Buyer's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

20. **CONFIDENTIALITY.** All non-public, confidential or proprietary information of Seller, including but not limited to the terms of this Agreement, and any and all specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Buyer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section. Seller shall notify Seller immediately upon Buyer's discovery of any unauthorized disclosure of Seller's confidential information. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

21. **PROPRIETARY INFORMATION.** Seller retains all ownership, license and other rights to all trademarks, copyrights, designs, logos, and other intellectual property rights related to the Goods or Services, and, except for the right to use the Good or Services sold, Buyer obtains no rights to use any such intellectual property, including, but not limited to (i) trademarks and (ii) works of authorship, expressions, designs, and design registrations, whether or not copyrightable, including copyrights and copyrightable works, and other specifications and documentation, and all rights, interests, and protections that are associated with, equivalent or similar to, or required for the exercise of, any of the foregoing, however arising, in each case whether registered or unregistered and including all registrations and applications for, and renewals or extensions of, such rights or forms of protection pursuant to the laws of any jurisdiction throughout in any part of the world (collectively, the "**Intellectual Property Rights**"). Buyer shall not acquire any intellectual property interest or goodwill from the use of the Goods or Services under this

Agreement. Buyer shall have the right to use Seller's Intellectual Property Rights in accordance with these Terms and the instructions of Seller solely as necessary to make use of the Goods or Services purchased under this Agreement for their intended purpose.

22. **PUBLICITY.** Buyer shall not issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement, or, unless expressly permitted under this Agreement, otherwise use Seller's trademarks, in each case, without the prior written consent of Seller. In the event of Buyer's breach of this Section, Seller shall have the right to cancel the undelivered portion of any Goods or Services covered by this Agreement (and any other agreement the parties are under) and shall not be required to make further payments to Buyer except for conforming Goods or Services delivered prior to termination. Seller shall be entitled to injunctive relief for any violation of this Section.

23. **INDEMNIFICATION.** Subject to the terms and conditions of these Terms, Buyer shall indemnify, defend and hold harmless Seller and its officers, directors, employees, agents, affiliates, successors and permitted assigns (collectively, "**Indemnified Party**") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees and the costs of enforcing any right to indemnification under these Terms and the cost of pursuing any insurance providers, incurred by Indemnified Party/awarded against Indemnified Party (collectively, "**Losses**"), arising out or resulting from any third-party claim or any direct claim against Buyer alleging: (a) any negligent or more culpable act or omission of Buyer or its contractors, subcontractors and agents (including any recklessness or willful misconduct); (b) any bodily injury, death of any person or damage to real or tangible personal property caused by the acts or omissions of Buyer, its contractors, or its agents; or (c) any failure by Buyer, its contractors, or its agents to materially comply with any applicable laws or in any manner contrary to Seller's operational instructions. Buyer shall promptly assume control of the defense and investigation of the claim, with counsel, and the Indemnified Party shall reasonably cooperate with Buyer in connection therewith. The Indemnified Party may participate in the defense of such claim, with counsel of its own choosing and at its own cost and expense. The Indemnifying Party shall not settle any claim without the Indemnified Party's prior written consent.

24. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL

SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE APPLICABLE GOODS AND SERVICES UNDER THE APPLICABLE ORDER IN THE SIX-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

- 25. INDEPENDENT CONTRACTORS.** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
- 26. ASSIGNMENT.** Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement. Any such actual or attempted assignment without Seller's written consent shall constitute a breach by Buyer and shall entitle Seller to terminate this Agreement without further liability hereunder. Seller may assert any counterclaims or set-off that Seller may have against Buyer against any assignee, whether or not such counterclaim or set-off arose under or with respect to this Agreement.
- 27. COMPLIANCE WITH LAW.** Buyer shall comply with all applicable laws, regulations, and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement.

27.1. Seller shall ensure that persons are aware of their contribution to product or service conformity; their contribution to product safety; and the importance of ethical behavior.

- 28. GOVERNING LAW/FORUM.** Any action for breach of contract or breach of warranty must be commenced within fifteen (15) months following date of Invoice. Notwithstanding the place where this Agreement may be executed or performed, this Agreement shall be deemed to be made under the laws of the State of Ohio, and the construction, validity and performance of this Agreement shall be governed in all respects by the laws of the State of Ohio, including without limitation its Uniform Commercial Code, and the laws of the United States of America, without regard to any principles of conflict of laws and specifically excluding the terms of the United Nations Convention on the International Sale of Goods. Any controversy or claim arising out of or relating to this Agreement, as well as any other dispute between the parties, shall be exclusively brought in a state court sitting in Franklin County, Ohio, USA. Each party agrees that a final judgment in any such action, litigation or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Notwithstanding the foregoing or anything to the contrary contained herein, Buyer acknowledges that a breach by Buyer of this Agreement may cause Seller irreparable damages, for which an award of damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, Seller will be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any

other relief that may be available from any court in the United States, Canada, or any other jurisdiction, in addition to any other remedy to which Buyer may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary. The parties hereby confirm their express agreement that this Agreement and all documents directly or indirectly related thereto shall be drawn up in English. LES PARTIES RECONNAISSENT LEUR VOLANTE EXPRESSE QUE LA PRESENTE CONVENTION AINSI QUE TOUS LES DOCUMENTS QUI S'Y RATTACHENT DIRECTEMENT OU INDIRECTEMENT SOIENT REDIGES EN LANGUE ANGLAISE.

- 29. USE OF ELECTRONIC TRANSMISSIONS.** Buyer and Seller agree that the use of electronic transmission, including, but not limited to, e-mail or other transmissions via the Internet or World Wide Web, in entering into and in exercising their rights and performing their obligations under this Agreement is in the best interests of all of the parties and shall be permissible, notwithstanding any requirement of the Uniform Commercial Code or any other applicable law that might otherwise be considered unsatisfied as a result of the utilization of such media. A signed copy of this Agreement delivered by e-mail, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
- 30. NOTICES.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth in the Order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), email (with confirmation of receipt), or certified or registered mail (return receipt requested, postage prepaid). Except as otherwise provided in the Order, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.
- 31. WAIVER.** Seller's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or Seller's waiver of any breach hereunder shall not thereafter waive any other terms, conditions, or privileges, whether of the same or similar type.
- 32. AMENDMENT AND MODIFICATION.** These Terms may only be amended or modified in a writing which specifically states that it amends these Terms and is signed by an authorized representative of each party.
- 33. SURVIVAL.** Subject to the limitations and other provisions of this Agreement: (a) the representations and warranties of the parties contained in this Agreement shall survive its expiration or earlier termination; and (b) any provision that, in order to give proper effect to its intent, should survive such expiration or termination, shall survive the expiration or earlier termination of this Agreement.
- 34. FORCE MAJEURE.** Seller shall not be liable or responsible nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any obligation or term of this Agreement, when and to the extent such failure or delay is

caused by or results from acts beyond Seller's reasonable control, including without limitation, the following force majeure events ("**Force Majeure Events**"):

- (a) acts of God;
- (b) flood, fire, earthquake, or explosion;
- (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest;
- (d) epidemic, pandemic (including Covid-10), or order or action by any governmental authority or requirements of

- law;
- (e) car shortage, wreck or delay in transportation, embargoes or blockades in effect on or after the date of this Agreement;
- (f) national or regional emergency;
- (g) strikes, labor stoppages or slowdowns, inability to obtain necessary labor, materials, or manufacturing facilities from usual sources, or other industrial disturbances;
- and (h) other events beyond the reasonable control of the Seller.

