

GENERAL TERMS AND CONDITIONS
(OLSON MOTOR AND CONTROL CO. INC.)

1. Applicability.

(a) These terms and conditions of purchase (these “**Terms**”) are the only terms which govern the purchase of the goods (“**Goods**”) and services (“**Services**”) by Olson Motor & Control Co. Inc. (“**Olson**”) from the supplier named on a Purchase Order (“**Supplier**”). Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods and Services covered hereby, the terms and conditions of said contract shall prevail if expressly stated therein that such terms and conditions shall prevail and only to the extent they are inconsistent with these Terms.

(b) The accompanying purchase order between Olson and Supplier (the “**Purchase Order**”) and these Terms (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. These Terms prevail over any of Supplier’s general terms and conditions, including but not limited to, any terms contained in any of Supplier’s quotation, proposal, acknowledgment, confirmation, invoice, shipping document, website or other document or communication, regardless of whether or when Supplier has submitted its sales confirmation or such terms. Olson expressly rejects any additional, different or conflicting terms proposed by Supplier, and Supplier’s acceptance of a Purchase Order is expressly subject to the terms of any Purchase Order and these Terms. The execution, acknowledgement, fulfillment, commencement of work, procurement of materials, manufacture, shipment, delivery of or other performance by Supplier under a Purchase Order constitutes acceptance of these Terms. Any reference in a Purchase Order to a Supplier quotation, proposal or other document is solely for purposes of identifying the Goods, Services, specifications, quantities, pricing or delivery requirements and does not incorporate any terms or conditions contained in such Supplier document. The relationship between Supplier and Olson shall be non-exclusive and Olson shall have no obligation to purchase any Goods or Services from Supplier except as otherwise provided for in a Purchase Order. Supplier shall acknowledge receipt of a Purchase Order from Olson within two (2) days by giving written notice (including via email or other written form) to Olson.

2. Delivery of Goods and Performance of Services.

(a) Supplier shall deliver the Goods in the quantities and on each date(s) specified in the Purchase Order or as otherwise agreed in writing by the parties (each a “**Delivery Date**”). If no delivery date is specified, Supplier shall deliver the Goods within ten (10) days following Supplier's receipt of the Purchase Order. If Supplier fails to deliver the Goods in full on the Delivery Date (or within ten (10) days following Supplier's receipt of the Purchase Order in the event no delivery date is specified on the applicable Purchase Order), Olson may terminate this Agreement immediately by providing written notice to Supplier and Supplier shall indemnify Olson against any losses, claims, damages, and reasonable costs and expenses directly attributable to Supplier’s failure to deliver the Goods on the Delivery Date.

(b) Supplier shall deliver all Goods to the address specified in the Purchase Order (the “**Delivery Point**”) and at the time stated in the Purchase Order during Olson’s normal business hours or as otherwise instructed by Olson. Supplier shall pack all goods for shipment according to Olson’s instructions or, if there are no instructions, in a manner sufficient to ensure that the Goods are delivered in undamaged condition.

(c) Supplier shall provide the Services to Olson as described and in accordance with the dates or schedule set forth on the purchase order and in accordance with the terms and conditions set forth in these Terms.

(d) Supplier acknowledges that time is of the essence with respect to Supplier’s obligations hereunder and the timely delivery of the Goods and Services, including all performance dates, timetables, project milestones

and other requirements in this Agreement. If Supplier has not made the Goods ready for delivery in time to meet Olson's delivery schedules, Supplier shall be responsible for additional costs of any expedited or other special transportation necessary to meet Olson's delivery schedules.

3. Quantity. If Supplier delivers more or less than the quantity of Goods ordered, Olson may reject all or any excess Goods. Any such rejected Goods shall be returned to Supplier at Supplier's sole risk and expense. If Olson does not reject the Goods and instead accepts the delivery of Goods at the increased or reduced quantity, the Price for the Goods shall be adjusted on a pro-rata basis.

4. Shipping Terms. Delivery of the Goods shall be Delivery Duty Paid ("**DDP**") (as defined by Incoterms® 2020) at the Delivery Point and in accordance with the terms of this Agreement. The Purchase Order number must appear on all shipping documents, shipping labels, bills of lading, air waybills, invoices, correspondence and any other documents pertaining to the Purchase Order.

5. Title and Risk of Loss. Title and risk of loss passes to Olson upon delivery and acceptance by Olson of the Goods at the Delivery Point.

6. Inspection and Rejection of Nonconforming Goods.

(a) Olson has the right to inspect the Goods on or after the Delivery Date. Olson, at its sole option, may inspect all or a sample of the Goods, and may reject all or any portion of the Goods if it determines the Goods are nonconforming or defective. If Olson rejects any portion of the Goods, Olson has the right, effective upon written notice to Supplier, to: (a) rescind this Agreement in its entirety; (b) accept the Goods at a reasonably reduced price; or (c) reject the Goods and require replacement of the rejected Goods. If Olson requires replacement of the Goods, Supplier shall, at its expense, and within ten (10) days following notice by Olson to Supplier, replace the nonconforming or defective Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective goods and the delivery of replacement Goods. If Supplier fails to timely deliver replacement Goods, Olson may replace such Goods with goods from a third party and charge Supplier the cost thereof and terminate this Agreement for cause pursuant to Section 18. Any inspection or other action by Olson under this Section shall not reduce or otherwise affect Supplier's obligations under this Agreement, and Olson shall have the right to conduct further inspections after Supplier has carried out its remedial actions.

7. Serial Defect and Remediation Procedure.

(a) A "**Serial Defect**" shall be deemed to exist if, within a batch or production run of the Goods delivered under this Agreement, at least five percent (5%) or more of the Goods exhibit the same or substantially similar defect or non-conformity (the "**Defect Rate**"). The Defect Rate is determined by reference to the total quantity of Goods in the applicable delivery, production run, or contract period that display identical or materially similar deficiencies.

(b) If Olson, in its sole discretion, and in no way limiting the rights of Olson pursuant to Section 6 hereof, confirms or suspects of an issue or defect with any Goods, Olson shall promptly gather all relevant details and documentation to conduct a preliminary assessment and Supplier shall assist Olson with any reasonable requests related thereto, including providing any supporting documentation or information as reasonably requested by Olson. Olson shall review the relevant details and documentation in connection with any issues or defects with the applicable Goods to determine whether, in Olson's reasonable judgment, any issue or defect with the Goods may be attributable to any cause, action or nonaction by Supplier (a "**Supplier Defect**"). If Olson determines that any issue or defect with any Goods is a Serial Defect or Supplier Defect, Olson shall provide written notice of such Serial Defect or Supplier Defect to Supplier (the "**Defect Notice**").

(c) Supplier shall acknowledge receipt of a Defect Notice in writing no later than two (2) business days after receipt of a Defect Notice.

(d) Within five (5) business days following Supplier's receipt of a Defect Notice, Supplier shall provide Olson with an initial outline of its plan to investigate and determine the root cause of the alleged defect (the "**Root Cause Analysis**") as detailed in a root cause outline (the "**RCA Outline**"). The RCA Outline shall, at a minimum, describe in detail the Root Cause Analysis:

- (i) The scope of the investigation for any alleged defect with the applicable Goods;
- (ii) Methods for gathering and analyzing data related to any alleged defect with the applicable Goods;
- (iii) Any immediate containment actions for any alleged defect with the applicable Goods; and
- (iv) The name and contact information of a dedicated Supplier representative responsible for coordinating the RCA Outline with Olson (the "**Supplier Representative**").

(e) If Supplier fails to provide the RCA Outline within the time period stated in Section 7(d), Olson may, in its sole discretion, engage a third-party to conduct the Root Cause Analysis. If the third-party determines that there is a Serial Defect or Supplier Defect, Supplier shall bear all reasonable costs and expenses associated with such third-party engagement.

(f) The Root Cause Analysis shall be comprehensive in detail and include, at a minimum:

- (i) Technical examination of the design, materials, and production processes implicated for the applicable Goods;
- (ii) Test or inspection data supporting or refuting the suspected defect for the applicable Goods;
- (iii) Process flow analysis and comparison to standard operating procedures for the applicable Goods; and
- (iv) Recommendations for immediate or interim containment of the defect.

(g) The Supplier Representative shall be the designated point of contact of Supplier for all correspondence between Olson and Supplier in connection with the (i) Root Cause Analysis, (ii) RCA Outline and (iii) Remediation Plan (as defined herein) and all corrective actions related thereto, including any resolutions of any issues that may arise during the performance of the obligations under this Section 7 on a day-to-day basis. Olson shall not be obligated to correspond or interact with any other Supplier representatives, other than the assigned Supplier Representative or supervisor of the Supplier Representative, in connection with the provisions of this Section 7 and Supplier acknowledges and agrees that Olson is not obligated to rely on any representation, authorization or decision of Supplier unless made by the Supplier Representative in connection with the obligations and provisions of this Section 7. The Supplier Representative shall remain in such role for the entire duration of time following receipt of a Defect Notice through completion of the Remediation Plan as described in this Section 7. If at any time the Supplier Representative is unable to perform its duties hereunder, a supervisor of the Supplier Representative shall promptly notify Olson and immediately assign a replacement Supplier Representative.

(h) Within five (5) business days following completion of the Root Cause Analysis, or such other period as agreed in writing between the parties, Supplier shall submit a proposed remediation plan to Olson (the "**Remediation Plan**"). The Remediation Plan shall, at a minimum, describe in detail:

- (i) Identify the underlying cause(s) of the defect;
- (ii) An outline of corrective actions to repair or replace defective Goods;

- (iii) A proposal of preventive actions to avoid recurrence of any defect(s);
 - (iv) A clear timeline for implementing and completing the corrective and preventive actions on an expedited basis as soon as reasonably practicable utilizing best efforts; and
 - (v) An identification of any additional testing or inspection steps related thereto.
- (i) If the Remediation Plan is not completed within thirty (30) days following the determination of the Root Cause Analysis (or such longer time period as agreed to in writing by the parties) or if Olson determines in its discretion that Supplier's progress is inadequate to remedy any defect(s), Olson may engage a third-party to finalize or supplement the Root Cause Analysis and Remediation Plan. If such third-party analysis confirms that the defect is attributable to Supplier, Supplier shall be responsible for all associated costs and expenses of such third-party analysis.
- (j) Upon Olson's written approval of the Remediation Plan, Supplier shall promptly execute all corrective and preventive measures at its own expense, including but not limited to, costs of labor, transportation, parts, recall, field corrective actions, replacement and any associated damages incurred by Olson or its customers as a result of the defect.
- (k) Supplier shall provide Olson with written status updates (including via email or other written form) at least weekly, or more frequently upon request by Olson, from the date of the initial RCA Outline until completion of all work associated with the Remediation Plan. At Olson's discretion and upon Olson's request, Supplier shall participate in regularly scheduled remote meetings, e.g., Microsoft Teams, to discuss progress, address open issues, and coordinate next measures or actions.
- (l) If the same or substantially similar defect reoccurs in Goods that have been remediated, Supplier shall immediately conduct an additional Root Cause Analysis and implement further corrective actions in accordance with this Section 7 at its own cost and expense.
- (m) Supplier's Remediation Plan shall include clear process improvements and preventive measures designed to avoid similar defects in future deliveries. If any future deliveries exhibit substantially the same defect as any prior defects, such deliveries shall be deemed a continuing or repeated Serial Defect or Supplier Defect, and Olson shall be entitled to all remedies provided under this Agreement or applicable law.
- (n) In the event of a Serial Defect or Supplier Defect, Olson may, at its sole discretion, require Supplier to repair, replace, or refund an amount equal to the purchase price for the defective Goods. Supplier shall bear all related costs and expenses, including, but not limited to, testing, logistics, disassembly, and reassembly of the Goods.
- (o) Subject to the terms of Section 13, Section 14 and Section 15 herein, Supplier shall indemnify and hold Olson harmless from all direct, reasonable, and documented costs, losses, or damages arising from any Serial Defect or Supplier Defect, including all costs related to any third-party specialists engaged as a result of Supplier's failure to comply with the obligations timelines established in this Section 7.
- (p) In the event of a Serial Defect, Supplier Defect, or repeated defect in repaired or replaced Goods, the warranty period for those Goods shall automatically be extended by the longer of (i) the original warranty term or (ii) an additional twelve (12) months from completion of the corrective action.
- (q) The rights and remedies set forth in this clause are in addition to and not in lieu of any other rights or remedies available to Olson under this Agreement or applicable law, including without limitation Olson's rights to indemnification, damages, or specific performance in cases of breach of warranty or product liability.

8. Price. The price of the Goods and Services is the price stated in the Purchase Order (the “**Price**”). If no price is included in the Purchase Order, the Price shall be the price set out in the most recent price quote provided by Supplier to Olson as of the date of the Purchase Order or as otherwise agreed to in writing by Supplier and Olson. Unless otherwise specified in the Purchase Order, the Price includes all packaging, transportation costs to the Delivery Point, insurance, customs duties and fees and applicable taxes, including, but not limited to, all sales, use or excise taxes. No increase in the Price is effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of Olson.

9. Payment Terms. Supplier shall issue an invoice to Olson on or any time after the completion of delivery and only in accordance with these Terms. Olson shall pay all properly invoiced amounts due to Supplier within forty-five (45) days after Olson’s receipt of such invoice, except for any amounts disputed by Olson in good faith. All payments hereunder must be in US dollars. Without prejudice to any other right or remedy it may have, Olson reserves the right to set off at any time any amount owing to it by Supplier against any amount payable by Olson to Supplier under this Agreement. In the event of a payment dispute, Olson shall deliver a written statement to Supplier providing a reasonably detailed description of each disputed item. Amounts not so disputed are deemed accepted and must be paid, notwithstanding disputes on any other items, within the period set forth in this Section 9. The parties shall seek to resolve all such disputes expeditiously and in good faith. Supplier shall continue performing its obligations under this Agreement notwithstanding any such dispute.

10. Supplier’s Obligations Regarding Services. Supplier shall:

(a) before the date on which the Services are to start, obtain, and at all times during the term of this Agreement, maintain, all necessary licenses and consents and comply with all relevant laws applicable to the provision of the Services;

(b) comply with all rules, regulations and policies of Olson, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by Olson to certain areas of its premises or systems for security or safety reasons, and general health and safety practices and procedures;

(c) maintain complete and accurate records relating to the provision of the Services under this Agreement, including records of the time spent and materials used by Supplier in providing the Services in such form as Olson shall approve. During the term of this Agreement, upon Olson’s written request, Supplier shall allow Olson to inspect and make copies of such records in connection with the provision of the Services;

(d) obtain Olson’s written consent, which shall not be unreasonably withheld or delayed/which may be given or withheld in Olson’s sole discretion, prior to entering into agreements with or otherwise engaging any person or entity, including all subcontractors and affiliates of Supplier, other than Supplier’s employees, to provide any Services to Olson (each such approved subcontractor or other third party, a “**Permitted Subcontractor**”). Olson’s approval shall not relieve Supplier of its obligations under the Agreement, and Supplier shall remain fully responsible for the performance of each such Permitted Subcontractor and its employees and for their compliance with all of the terms and conditions of this Agreement as if they were Supplier’s own employees. Nothing contained in this Agreement shall create any contractual relationship between Olson and any Permitted Subcontractor;

(e) require each Permitted Subcontractor to be bound in writing by the confidentiality provisions of this Agreement;

(f) ensure that all persons, whether employees, agents, subcontractors, or anyone acting for or on behalf of the Supplier, are properly licensed, certified or accredited as required by applicable law and are suitably skilled, experienced and qualified to perform the Services;

(g) ensure that all of its equipment used in the provision of the Services is in good working order and suitable for the purposes for which it is used, and conforms to all relevant legal standards and standards specified by the Olson; and

(h) keep and maintain any Olson equipment in its possession in good working order and shall not dispose of or use such equipment other than in accordance with the Olson's written instructions or authorization.

11. Change Orders. Olson may at any time, by written instructions and/or drawings issued to Supplier (each a "**Change Order**"), order changes to the Goods or Services. Supplier shall (i) acknowledge receipt of a Change Order from Olson within two (2) days after receiving a Change Order by giving written notice (including via email or other written form) to Olson and (ii) within five (5) days of receipt of a Change Order submit to Olson a firm cost proposal for the Change Order. If Olson accepts such cost proposal, Olson shall notify Supplier of acceptance via email. Supplier shall return a signed copy of the Change Order within five (5) days of receipt of Olson's notice of acceptance and promptly proceed with the changed services subject to the cost proposal and the terms and conditions of this Agreement. Supplier acknowledges that a Change Order may or may not entitle Supplier to an adjustment in the Supplier's compensation or the performance deadlines under this Agreement. Supplier shall, at all times, be responsible for ensuring that any changes requested by Olson can be made without compromising the quality, integrity or intended performance of the Goods or Services. If, in Supplier's reasonable discretion, changes cannot be made without compromising the quality, integrity or intended performance of the Goods or Services, Supplier shall promptly alert Olson and Olson shall have the option to either proceed with the Change Order or cancel the related Purchase Order.

12. Warranties.

(a) Supplier warrants to Olson that for a period of sixty-six (66) months from the Delivery Date or for a period of sixty (60) months following Olson's shipment of the Goods to its customer, whichever is later, all Goods will:

- (i) be free from any defects in workmanship, material and design;
- (ii) conform to applicable specifications, drawings, designs, samples and other requirements specified by Olson;
- (iii) be fit for their intended purpose and operate as intended;
- (iv) be merchantable;
- (v) be free and clear of all liens, security interests or other encumbrances; and
- (vi) not infringe or misappropriate any third party's patent or other intellectual property rights.

The above warranties shall survive any delivery, inspection, acceptance or payment of or for the Goods by Olson.

(b) Supplier warrants to Olson that it shall deliver the Goods and perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with best industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.

(c) The warranties set forth in this Section 12 are cumulative and in addition to any other warranty provided by law or equity or as otherwise provided for in this Agreement. Any applicable statute of limitations runs from the date of Olson's discovery of the noncompliance of the Goods or Services with the foregoing warranties. If Olson gives Supplier notice of noncompliance pursuant to this Section 12, Supplier shall, at its own cost and expense, and within ten (10) days following such notice, (i) replace or repair the defective or nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or

nonconforming goods to Supplier and the delivery of repaired or replacement Goods to Olson, and the fees and costs incurred to remediate the defects, and, if applicable, (ii) correct or re-perform the applicable Services.

13. General Indemnification. To the fullest extent permitted by law, Supplier shall defend, indemnify and hold harmless Olson and Olson's subsidiaries, affiliates, successors or assigns and each of their respective directors, officers, shareholders, employees and representatives (collectively, "**Indemnitees**") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "**Losses**") arising out of or occurring in connection with the Goods and Services purchased from Supplier or Supplier's negligence, willful misconduct or breach of this Agreement. Supplier shall not enter into any settlement with any third parties related to the Goods or Services under this Agreement without Olson's prior written consent.

14. Intellectual Property Indemnification. To the fullest extent permitted by law, Supplier shall, at its expense, defend, indemnify and hold harmless Olson and any Indemnatee against any and all Losses arising out of or in connection with any claim that Olson's or Indemnatee's use or possession of the Goods or use of the Services infringes or misappropriates the patent, copyright, trade secret, trademark or other intellectual property right of any third party. In no event shall Supplier enter into any settlement with any third parties related to the Goods or Services under this Agreement without Olson's or Indemnatee's prior written consent.

15. Limitation of Liability; Remedies. Nothing in this Agreement shall exclude or limit (a) Supplier's liability under Sections 13 and 14 hereof, or (b) Supplier's liability for fraud, personal injury or death caused by its negligence or willful misconduct. The rights and remedies reserved to Olson in this Agreement shall be cumulative with and in addition to all other or legal or equitable remedies. Supplier shall reimburse Olson for any incidental, consequential or other damages (including lost profits) caused by Supplier's default or breach of Agreement or for supplying nonconforming Goods, including without limitation, costs, expenses, and losses incurred directly or indirectly by Olson:

- (a) In inspecting, sorting, storing, reworking, repairing or replacing the nonconforming Goods;
- (b) Resulting from production interruptions;
- (c) For customer field service actions or other corrective service actions;
- (d) Resulting from personal injury, death or property damage caused by the nonconforming Products. Olson's damages include reasonable attorneys' fees and other professional fees, settlements and judgments incurred by Olson and other costs associated with Olson's administrative time, labor, and materials; and
- (e) In any action brought by Olson to enforce Supplier's obligations in connection with the production or delivery of the Goods, Supplier acknowledges and agrees that monetary damages are not a sufficient remedy for any actual, anticipatory or threatened breach of this Agreement and that, in addition to all other rights and remedies that Olson may have, Olson shall be entitled to specific performance and injunctive equitable relief as a remedy for any such breach, plus Olson's reasonable attorneys' fees.

16. Insurance. During the term of this Agreement, Supplier shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, (i) commercial general liability (including product liability), (ii) professional liability (errors and omissions), and (iii) workers compensation and liability, with coverage limits no less than \$2,000,000 in the aggregate for each policy with financially sound and reputable insurers. Upon Olson's request, Supplier shall provide Olson with a certificate of insurance from Supplier's insurer evidencing the insurance coverage specified in these Terms. The certificate of insurance shall name Olson as an additional insured. Supplier shall provide Olson with thirty (30) days' advance written notice in the event of a cancellation or material change in Supplier's insurance policy. Except where prohibited by law, Supplier shall require its insurer to waive all rights of subrogation against Olson's insurers, Olson and any Indemnatee.

17. Compliance with Law. Supplier shall comply with all applicable laws, regulations and ordinances. Supplier shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement. Supplier shall comply with all export and import laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by Supplier. Supplier assumes all responsibility for shipments of Goods requiring any government import clearance. Olson may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on the Goods.

18. Termination. In addition to any remedies that may be provided under these Terms, Olson may terminate a Purchase Order or this Agreement with immediate effect upon written notice to the Supplier if, (i) either before or after the acceptance of the Goods or the Supplier's delivery of the Services, Supplier has not performed or complied with any of these Terms, in whole or in part, or (ii) Supplier 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. Olson may terminate a Purchase Order or this Agreement, at any time and for any reason, or for no reason, by giving not less than seven (7) days written notice to Supplier. Upon Olson's termination of a Purchase Order or this Agreement, Supplier shall be responsible for shipping and/or delivering Goods ordered by Olson before the termination date to Olson. If Olson terminates a Purchase Order or this Agreement for any reason, Supplier's sole and exclusive remedy is payment for the Goods received and accepted and Services accepted by Olson prior to the termination.

19. Waiver. No waiver by Olson of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Olson. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

20. Confidential Information. All non-public, confidential or proprietary information of Olson, including but not limited to, specifications, samples, patterns, designs, plans, drawings, bill of materials, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Olson to Supplier, 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 purpose of performing this Agreement and may not be disclosed or copied unless authorized in advance by Olson in writing. Upon Olson's request, Supplier shall promptly return all documents and other materials received from Olson. Olson shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that: (a) is now or subsequently becomes generally available to the public through no fault or breach on the part of Supplier; (b) Supplier can demonstrate by documentary evidence was independently developed by it without the use of any confidential information described in this Section 20; or (c) was rightfully obtained by Supplier on a non-confidential basis from a third party (excluding affiliates of Supplier).

21. Intellectual Property. Each party retains exclusive ownership of its own Intellectual Property Rights. Olson does not transfer to Supplier any of its Intellectual Property Rights, and Supplier will not use any of Olson's Intellectual Property Rights for any reason whatsoever. Olson will own and retain all right, title, and interest in and to all of Olson's Intellectual Property Rights. "**Intellectual Property Rights**" means all current and future intellectual property rights, industrial rights, and other proprietary rights, and any modifications or changes thereto, including: (a) patents; (b) trademarks; (c) works of authorship, expressions, designs, and design registrations, whether or not copyrightable, including copyrights and copyrightable works, software, and firmware, files, records, schematics, data, data files, and databases and other specifications and documentation; (d) trade secrets, including but not limited to formulas and recipes; and (e) all other intellectual property rights, 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 applicable laws of any jurisdiction throughout in any part of the world.

22. Force Majeure. No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such party's (the "**Impacted Party**") failure or delay is caused by or results from the following force majeure events

("Force Majeure Event(s)"): (a) acts of God, flood, fire, earthquake, or explosion; (b) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (c) government order, law, or action, embargoes or blockades in effect on or after the date of this Agreement; (d) national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances; and (e) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within ten (10) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of one hundred eighty (180) consecutive days following written notice given by it under this Section 22, the other party may thereafter terminate this Agreement upon ten (10) days' written notice.

23. Assignment. Supplier shall not assign, transfer, delegate or subcontract any of its rights or obligations under this Agreement without the prior written consent of Olson. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the Supplier of any of its obligations hereunder. Olson may at any time assign or transfer any or all of its rights or obligations under this Agreement without Supplier's prior written consent to any affiliate or to any person acquiring all or substantially all of Olson's assets.

24. Relationship of the Parties. 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.

25. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

26. Governing Law. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of New Jersey without giving effect to any choice or conflict of law provision or rule (whether of the State of New Jersey or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of New Jersey.

27. Submission to Jurisdiction. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the State of New Jersey, United States of America or the courts of the State of New Jersey, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

28. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") to a party required or permitted hereunder shall be made in writing and shall be delivered in person, fax or electronic mail, or overnight courier, postage prepaid addressed to the address of each party provided for in the Purchase Order. Any such notice shall be considered to be effective upon receipt of the receiving party.

29. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

30. Survival. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Section 16 (Insurance), Section 17 (Compliance with Laws), Section 20 (Confidential Information), Section 21 (Intellectual Property Rights), Section 26 (Governing Law), Section 27 (Submission to Jurisdiction) and Section 30 (Survival).

31. Amendment and Modification. These Terms may only be amended or modified in a writing stating specifically that it amends these Terms and is signed by an authorized representative of each party.