

HUSCO AMG Terms & Conditions of Sale

1. **TERMS AND CONDITIONS.** These HUSCO AMG Terms and Conditions of Sale (these “*Terms*”), together with the email, quotation, order acknowledgement, or similar item issued by HUSCO AMG LLC (“*Seller*”) and referencing these Terms (each a “*Transaction Document*,” and together with these Terms, this “*Agreement*”) constitute the complete and exclusive agreement between Seller and the buyer named in this Agreement (“*Buyer*”) pertaining to the goods (the “*Goods*”) and/or services (the “*Services*,” and collectively with the Goods, the “*Offerings*”) identified in this Agreement. Seller’s electronic transmission of a Transaction Document shall have the same legal force and effect as Seller’s manual execution of the Transaction Document, and Buyer’s electronic acknowledgement of the Transaction Document, through e-mail response or other means manifesting acknowledgement of acceptance of the Transaction Document, shall have the same legal force and effect as Buyer’s manual execution of the Transaction Document. If there is a discrepancy or conflict between any exhibit or supplement to a Transaction Document and these Terms, these Terms shall control except as expressly set forth herein.
2. **ENTIRE AGREEMENT.** This Agreement is intended by Seller and Buyer to be the complete, exclusive, and final statement of their agreement and Seller’s acceptance of Buyer’s order is expressly conditioned on Buyer’s acceptance of these Terms, and no action by Seller shall be construed as acceptance of any additional or different terms in any request for quotation, purchase order, service order, acknowledgement, confirmation or other document. Without limiting the foregoing, Seller expressly objects to all contradictory terms and conditions specified in any request for quotation, acknowledgement, purchase order, service order confirmation or other document pertaining to the Offerings issued by Buyer, including without limitation those terms and conditions regarding warranty and indemnity, and these Terms and any Transaction Document expressly exclude and prevail over any of Buyer’s general terms and conditions contained or referenced in any such documentation. There are no warranties, agreements, or understandings, either express or implied, affecting it, except as set forth in these Terms and/or on the face or back of the applicable Transaction Document or on an attachment thereto. No online or electronic terms or conditions will be binding upon Seller even though such terms may have “accepted” by Seller in order to access or use any system. Notwithstanding anything herein to the contrary, if a written contract signed by both parties covering the sale of the Offerings covered hereby is in existence, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.
3. **ACCEPTANCE OF TRANSACTION DOCUMENTS.** A Transaction Document can be accepted only upon the terms and conditions contained in these Terms. Buyer may accept a Transaction Document and this Agreement by acknowledging, confirming or executing the Transaction Document, accepting the Offerings upon delivery, remitting payment for the Offerings to Seller, or any other means manifesting assent to be bound. No order will be deemed accepted by Seller until and unless Seller has expressly agreed to such order in writing, and shall then be governed exclusively by these Terms. A Transaction Document may be modified or withdrawn by Seller at any time prior to Buyer’s receipt of Seller’s acceptance. Any price quotation referencing these Terms shall expire if not accepted within ten (10) days from the date of the quotation, unless otherwise stated in such quotation. No purchase order or other document issued by Buyer shall be binding upon Seller unless accepted, in writing, by Seller, and then shall be solely governed by these Terms. Clerical errors in this Agreement or in Seller’s quotations, acknowledgements, shipping documents, and invoices are subject to correction, and such errors do not relieve Buyer of Buyer’s obligations contained in this Agreement. Buyer represents and warrants that Buyer possesses sufficient knowledge regarding the Offerings or Buyer has retained personnel with sufficient knowledge regarding the Offerings in order to order the appropriate goods and services to meet Buyer’s needs.
4. **PRICES AND PAYMENT.** All prices are subject to change upon written notice from Seller. Any unshipped balances of Goods or unperformed Services under the Agreement will be invoiced to and paid by Buyer at prices in effect at the time of delivery or performance. Buyer will be responsible for the cost of any packaging requirements, including, without limitation, waterproofing, special packaging for international shipments, and returnable containers and dunnage. Payment terms shall be as set forth in the applicable Transaction Documents. If no payment terms are set forth in the applicable Transaction Documents, progress payments will be invoiced in Seller’s reasonable discretion. Invoices are payable in full thirty (30) days following the invoice’s date of issuance. Seller reserves the right to revoke any credit or discount arrangements if Seller determines in its sole discretion that Buyer no longer meets Seller’s credit standards, and Seller may demand payment prior to the commencement of any further performance. Amounts not paid when due shall bear interest at the rate of one percent (1%) per month, not to exceed the highest rate permitted by applicable law. Buyer will pay Seller any collection and legal fees and expenses incurred by Seller in enforcing this Agreement or defending against any claim for breach of this Agreement.
5. **TAXES AND FEES.** All federal, state, local, and other sales, use, privilege, excise and similar taxes and duties arising from the sale, delivery, performance or use of the Offerings will be the responsibility of, and will be paid for by, Buyer, and Buyer shall indemnify Seller for all such amounts. Buyer will provide Seller with any appropriate exemption certificate. Except as otherwise provided herein, Seller will not be responsible for freight, transportation, insurance, shipping, storage, handling, tariffs, demurrage or similar charges. If such charges are by the terms of the applicable Transaction Documents included in

the price, any increase in rates effective after the date hereof will be for the account of Buyer, and Buyer shall indemnify Seller for all such amounts.

6. **SECURITY INTEREST.** Buyer hereby grants to Seller and Seller hereby retains a security interest in all the Offerings and accessories and additions thereto sold by Seller to Buyer or related thereto, whether presently upon Buyer's premises or hereafter acquired, including, without limitation, all raw materials, parts and components used to manufacture the Offerings (the "**Production Materials**"), all equipment (if any) owned by Buyer but in the possession of Seller (the "**Tooling**"), and all proceeds of the sale or other disposition of such items including, without limitation, cash, accounts, contract rights, instruments and chattel paper. If deemed necessary by Seller, Buyer shall join with Seller in executing one or more financing statements pursuant to the Uniform Commercial Code as requested by and in a form satisfactory to Seller to evidence and perfect Seller's security interest. In the event Buyer shall be in default under this Agreement, Seller shall have the remedies of a secured party under applicable law, and Seller may thereupon enter the premises of Buyer and remove the Offerings and make them available to Seller for repossession. Further, if amounts remain outstanding to Seller, or if Seller is performing Services or producing Goods for Buyer and Seller has not been paid in full, Seller may lawfully retain possession of the Production Materials, the Tooling and the Offerings, and possession shall constitute perfection of this security interest.
7. **SETOFF.** Seller may set off and deduct from any amounts due to Buyer or Buyer's affiliates any monies owed to Seller or its affiliates. In addition, Seller may set off any amount due Buyer or its affiliates, whether or not under this Agreement, against an amount sufficient to protect Seller from all claims, losses, damages and expenses arising from Buyer's breach of this Agreement or other acts or omissions. Buyer may not set off any amount due from Seller, whether or not under this Agreement, against any amount due Seller without Seller's prior written consent.
8. **RISK OF LOSS; SHIPMENT; PACKING.** Unless otherwise specified in writing executed by both parties, all shipments are EXW Seller's place of manufacture (Incoterms 2020), and Buyer shall pay all costs related to shipping and packaging. The risk of loss to the Offerings (including destruction or damage thereto) passes to Buyer at such time as the Offerings are made available for packaging or shipment. Shipping dates and dates for the performance of Services on a Transaction Document are estimates only, and shipment and performance shall be dependent in part upon prompt receipt of all information necessary for order processing from Buyer to Seller. Acceptance by Buyer of the Offerings when received waives any claim for loss or damage resulting from a delay, regardless of the cause of the delay. Seller will use commercially reasonable efforts to meet the estimated date of shipment and/or performance, subject to Buyer's prompt provision of all necessary, complete and correct specifications and other information, but Seller will not be held responsible for failure to meet such estimated dates. Under no circumstances will Seller be responsible for any consequential damages, whether resulting from late delivery, late performance, or otherwise. If shipment or performance is delayed or suspended by Buyer, Buyer will pay the invoice price for the Offerings on the original payment due date as per payment terms, together with Seller's handling, storage charges, demurrage and similar charges in effect, if any, as well as any other costs incurred by Seller in connection with such delay. Seller may make delivery in installments. All installments will be separately invoiced and paid as billed without regard to subsequent deliveries. Buyer's failure to pay any installment when due will excuse Seller from making future deliveries. Unless otherwise specified in the applicable Transaction Documents, the Offerings shall be boxed or crated as Seller deems appropriate. Unless otherwise specified in the Transaction Document, the maintenance of any returnable packaging or dunnage, and the disposal of any disposable packaging or dunnage, shall be the Buyer's responsibility. In the event Seller utilizes any returnable dunnage in connection with the transportation of Goods, Seller may invoice Buyer for damaged and/or missing dunnage based upon a periodic reconciliation of dunnage shipments versus dunnage returns. The reimbursed cost for such dunnage shall be Seller's actual cost to replace such dunnage, plus a reasonable service charge determined by Seller.
9. **INSTALLATION.** In the event the applicable Transaction Documents indicate that installation of any Goods is included within the Offerings: (a) the risk of loss of the Goods to be installed shall nonetheless pass to Buyer at such time as the Offerings are made available for packaging or shipment, and Buyer shall be responsible for obtaining insurance on such Goods at the applicable replacement value, with coverage beginning at such time as risk of loss passes to Buyer; and (b) Seller shall not be required to begin any installation Services until such time as Buyer has properly established the applicable Goods in the correct location at Buyer's facility, and properly established all utility and facility hookups (including, to the extent applicable and without limitation, power, air, and ethernet), and notified Seller in writing that the foregoing has been properly completed.
10. **BUYER COOPERATION; BUYER'S ACTS AND OMISSIONS.** Buyer shall (a) cooperate with Seller in all matters relating to any Services and provide such access to Buyer's premises and sufficient utilities, and such office accommodation and other facilities as may reasonably be requested by Seller, for the purposes of performing the Services; (b) respond promptly to any Seller request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Seller to perform its obligations in accordance with the requirements of this Agreement; (c) provide such materials or information as Seller may reasonably request to carry out its obligations hereunder in a timely manner, and ensure that such materials or information are complete and accurate in all respects; and (d) obtain and maintain all necessary licenses, permissions, authorizations, access rights, easements, grants, consents and permits prior to the date on which

Seller's performance hereunder is to start, and comply with all applicable laws, regulations and ordinances. If Seller's performance of its obligations under this Agreement is prevented, hindered, or delayed, in whole or in part, by any act or omission of Buyer or its agents, subcontractors, consultants or employees, Seller shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Buyer.

11. **BUYER FACILITIES.** Notwithstanding any inspection of Buyer's facilities conducted by Seller, Buyer acknowledges and agrees that any review or analysis conducted in connection with any such inspection was limited in scope. Buyer shall be solely responsible for notifying Seller of any deficiencies, hazardous materials, non-compliance with code or applicable laws, or other unknown, concealed, or otherwise non-readily observable conditions which may impact the installation or performance of any Offerings. In the event that any deficiencies, hazardous materials, non-compliance with code or applicable laws, or other unknown, concealed, or otherwise non-readily observable conditions are found at Buyer's facilities which impact the installation or performance of the Offerings, including without limitation by increasing the cost of, or time required for design, manufacture, installation or performance of, any part of the Offerings, Seller may, in its sole discretion, elect to either (a) terminate the Agreement with respect to such Offerings, and be paid the portion of the price allocable to the work already completed by Seller, or (b) equitably adjust the price, scope, and/or timeline applicable to such Offerings.
12. **CLAIMS.** All claims other than warranty claims, including claims for damages, defects and shortages must be made within seven (7) days of receipt of the Offerings. Seller must be given a reasonable opportunity to inspect such Offerings. **BUYER'S FAILURE TO MAKE ANY CLAIM WITHIN THE SPECIFIED TIME PERIOD WILL RESULT IN THE UNCONDITIONAL WAIVER AND RELEASE OF SUCH CLAIM.** If delivery is made in installments, claims which Buyer may have as to any one installment do not relieve Buyer of the obligation to accept delivery of the remaining installments, or permit Buyer to cancel or rescind the remaining installments.
13. **CHANGE TO PROCESSES AND ORDERS; RETURN OF GOODS.** Seller has the right to change material or manufacturing processes, designs, drawings or specifications at any time without prior notification to Buyer. If Buyer requests changes to an order, such changes are subject to Seller's prior written approval which may be granted or withheld in Seller's sole discretion, and Seller may, in addition to all other remedies, charge Buyer a change fee at Seller's discretion. Under no circumstances shall Seller be required to accept the return of Goods, for any reason, provided the Goods comply with the applicable terms of the Agreement.
14. **TERMINATION BY BUYER.** Buyer may not cancel or modify all or part of this Agreement without Seller's written consent, which may be granted or withheld in Seller's sole discretion. In the event that Buyer wrongfully cancels or modifies all or any part of this Agreement, Seller may, in addition to any rights and remedies it may have at law or in equity, charge Buyer a cancellation fee that may include, without limitation, unamortized capital, development costs, obsolete inventory and tooling, and a reasonable profit.
15. **TERMINATION BY SELLER.** Seller may cancel this Agreement without penalty at any time for any reason or no reason, including without limitation: (a) if Buyer fails to comply with the terms or conditions of this Agreement, including terms or conditions regarding timely payment; (b) if Buyer files a voluntary petition under any federal or state bankruptcy or insolvency act, an involuntary bankruptcy petition is filed against Buyer; (c) Buyer is declared insolvent or has a receiver or trustee appointed for it or its assets; (d) if Buyer makes an assignment for the benefit of creditors or commences proceedings under any state insolvency or similar law; or (e) if Buyer violates (or is subject to government investigation(s) for violating) any of the Anti-Corruption Laws, Anti-Money Laundering Laws, or Export Control Laws described herein.
16. **LIMITED WARRANTY.** Seller warrants to Buyer, for a period of twelve (12) months following the date the Services are performed, that it shall perform the Services materially in accordance with the specifications agreed upon by the parties in a writing signed by Seller. Seller warrants, for a period of twelve (12) months from the date of acceptance by Buyer (or, if acceptance by Buyer is delayed for any reason, twelve (12) months from the originally scheduled shipment date), that each Good shall be free from material defects in material and workmanship and that each Good has been manufactured materially in accordance with the specifications agreed upon by the parties in a writing signed by Seller. Notwithstanding the foregoing, (a) any software included in the Offerings is provided "AS-IS," with no warranty whatsoever from Seller or its affiliates; (b) any products manufactured or produced by a third party are provided "AS-IS," with no warranty whatsoever from Seller or its affiliates, provided that Seller hereby assigns (to the extent permissible) any applicable unexpired, transferable manufacturer warranties to Buyer with respect to such products; and (c) the limited warranties set forth herein do not extend to disposable and/or consumable items. The foregoing limited warranties run only to Buyer and not to any purchasers of the Offerings from Buyer. If an Offering does not comply with the foregoing limited warranties, and a claim is made by Buyer within the applicable warranty period, Seller will, at the option of Seller and as Seller's sole and exclusive liability and Buyer's sole and exclusive remedy, either repair, replace or re-perform any and all defective Offerings free of charge, or grant to Buyer a credit in an amount equal to the purchase price of the applicable Offerings. **OTHER THAN THE LIMITED WARRANTY SET FORTH IN THIS SECTION, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCT OR ANY THIRD PARTY PRODUCT, INCLUDING WITHOUT LIMITATION ANY (i) WARRANTY OF MERCHANTABILITY, (ii) WARRANTY OF**

FITNESS FOR A PARTICULAR PURPOSE, (iii) WARRANTY OF TITLE, OR (iv) 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. Seller's liability under this warranty shall not include any transportation charges or cost of installation, field repair, or other charges related to returning Offerings to Seller, or any liability for direct, indirect or consequential damage or delay. All weights, measurements, dimensions, drawings, specifications and other particulars of the Offerings, whether contained in plans, photographs, catalogs, price lists or advertising material or otherwise, are only approximate and are included solely for Buyer's guidance. Such particulars do not form part of the contract, and deviations therefrom or subsequent changes in design are not grounds for non-acceptance of the Offerings and do not constitute a breach of this Agreement. Offerings or parts for which a warranty claim is made are to be returned, transportation prepaid, to Seller. Any improper use, operation beyond rated capacity, substitution of parts not approved by Seller, or any alteration or repair by parties other than Seller that in Seller's sole judgment affects the Offering adversely shall void this warranty. NO EMPLOYEE OR REPRESENTATIVE OF SELLER OR ANY OTHER PARTY SHALL BE AUTHORIZED TO CHANGE ANY WARRANTY IN ANY WAY OR GRANT ANY OTHER WARRANTY UNLESS SUCH CHANGE IS MADE IN WRITING AND SIGNED BY AN OFFICER OF SELLER AT ITS HOME OFFICE. THE REMEDIES SET FORTH IN THIS SECTION SHALL BE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTIES SET FORTH IN THIS SECTION. BUYER'S SOLE AND EXCLUSIVE REMEDY ARISING FROM OR RELATING TO ANY THIRD PARTY PRODUCTS OR SOFTWARE WILL BE AGAINST THE THIRD PARTY MANUFACTURER OF SUCH PRODUCTS OR THE THIRD PARTY LICENSOR OF SUCH SOFTWARE, AS APPLICABLE.

17. **NO PERFORMANCE GUARANTY.** Unless expressly and specifically set forth in a Transaction Document hand-signed by Seller, Seller does not make any guaranty as to any minimum level of output or performance in connection with any Goods or Services provided hereunder, whether or not designed by Seller. In the event Seller expressly and specifically provides such a performance guaranty in a Transaction Document hand-signed by Seller, Seller shall not be deemed in violation or breach of such guaranty if the actual level of output or performance is within 15% of the guaranteed amount. The parties further acknowledge that a variety of external factors not resulting from the acts or omissions of Seller may reduce the performance of the Offerings, including without limitation the quality of Buyer's facilities and electrical supply. As a result, Buyer shall have the burden of proving that any failure in meeting any performance guaranty was caused solely by the acts and omissions of Seller, and Seller shall have no liability or responsibility in connection with a failure to meet a performance guaranty, and Buyer shall not be permitted to withhold acceptance of an offering, unless and until Buyer satisfies such burden of proof. Any and all testing of any Offerings will be conducted at times and locations determined by Seller in its reasonable discretion.
18. **INDEMNIFICATION.** Buyer agrees to indemnify, defend, and hold Seller, Seller's direct and indirect affiliates, and its and their respective directors, officers, shareholders, employees, agents, successors and assigns, and customers ("***Seller Parties***") harmless against any claim, demand, action, proceeding, judgment, damage, liability, loss, cost or expense, including attorneys' fees, relating to or arising out of or in connection with (a) any claim or cause of action alleging that Seller's incorporation or use of a specification, design, modification or drawing provided to Seller by Buyer or Buyer's use of the Offerings in combination with other devices, products, parts, or software causes or proximately causes personal injury (including death) or property damage, (b) Buyer's breach of this Agreement; (c) Buyer's failure to comply with any law or regulation; (d) Buyer's acts or omissions; (e) Buyer's use of the Offerings in any manner not specifically authorized by Seller in writing; or (f) claims, suits or proceedings brought against Seller alleging that the Offerings constitute a misappropriation or infringement of any patent, copyright, trademark, or trade secret, or any other proprietary rights of any third party and such claim, suit or proceeding is based in whole or in part upon, or would have been avoided but for: (i) Seller's compliance with any designs, drawings, samples, specifications or instructions regarding the Offerings provided by Buyer; (ii) the modification of the Offerings following shipment by Seller; or (iii) the combination, operation or use of the Offerings with devices, products, parts, or software not supplied by the Seller.
19. **LIMITATION OF LIABILITY.** SELLER'S LIABILITY WILL IN NO EVENT BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE PROPERLY RETURNED NON-CONFORMING GOODS OR PROPERLY REJECTED NON-CONFORMING SERVICES ACTUALLY PAID BY BUYER TO SELLER. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, SELLER AND ITS AFFILIATES SHALL HAVE NO LIABILITY TO BUYER OR BUYER'S AFFILIATES OR ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, REPRESENTATIVES, AGENTS OR CUSTOMERS OR TO ANY THIRD PARTY UNDER ANY CIRCUMSTANCE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, MACHINING OR LABOR COSTS, DAMAGE TO EQUIPMENT, COSTS OF SUBSTITUTE GOODS OR SERVICES, LIABILITY TO A THIRD PARTY OR LOST PROFITS RESULTING FROM THE SALE, USE OF OR INABILITY TO USE THE OFFERINGS, THE OFFERINGS' INCORPORATION INTO OR BECOMING A COMPONENT OF ANY OTHER PRODUCT, OR FROM ANY OTHER CAUSE WHATSOEVER, WHETHER BASED ON BREACH OF WARRANTY OR OTHER CONTRACTUAL CLAIM, TORT, STRICT

LIABILITY OR ANY OTHER THEORY OF LIABILITY, AND REGARDLESS OF ANY ADVICE OR REPRESENTATIONS THAT MAY HAVE BEEN RENDERED BY SELLER CONCERNING THE SALE, USE AND/OR INSTALLATION OF THE OFFERINGS. SELLER WILL NOT HAVE ANY NEGLIGENCE OR OTHER TORT LIABILITY TO BUYER OR TO ANY THIRD PARTY, ARISING FROM ANY BREACH OF THIS AGREEMENT. THE LIMITATIONS SET FORTH HEREIN SHALL BE VALID AND ENFORCEABLE NOTWITHSTANDING A FAILURE OF ESSENTIAL PURPOSE OF THE LIMITED REMEDY SET FORTH HEREIN.

20. **PROPRIETARY INFORMATION; CONFIDENTIALITY.** If Buyer and Seller are parties to a confidentiality and/or non-disclosure agreement, the terms of such agreement are incorporated in this Agreement by this reference and will control the disclosure of any confidential or proprietary information. If Buyer and Seller are not parties to such an agreement, without Seller's prior written consent Buyer will not at any time disclose or allow to be accessed any confidential, non-public or proprietary information of Seller or its affiliates acquired by Buyer through or in connection with this Agreement, and Buyer may only use such information for the purpose of performing under the applicable Transaction Document and these Terms. Such information includes, without limitation, Seller's specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, supply volumes, information about Seller's relations with its employees or its manner of operation, inventions, processes, and trade secrets, 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". Buyer may not keep or take with it upon termination or completion of any Transaction Document or this Agreement any drawings, designs, blueprints, specifications, documents, or other papers, including copies thereof (whether physical or digital), or any tools or materials, whether or not containing confidential information, except with the prior written consent of Seller. Upon Seller's request, Buyer shall promptly return, delete or destroy all documents and other materials incorporating or based upon, in whole or in part, such materials. Seller shall be entitled to injunctive relief for any actual, alleged or threatened violation of this Section. This Section does not apply to information that is rightfully obtained by Buyer on a non-confidential basis from a third party that was lawfully able to disclose such information without restriction.
21. **INTELLECTUAL PROPERTY OWNERSHIP.** Seller shall retain all rights, title and interest in and to any and all patents, copyrights, trademarks and other intellectual property and proprietary rights and the goodwill associated thereby pertaining to the Offerings, as well as any associated developments Seller creates, realizes or reduces to practice during Seller's fulfillment of this Agreement. Except as otherwise expressly and specifically agreed to by the parties in a Transaction Document signed by both parties, no license, transfer or assignment of proprietary rights shall occur as a result of this Agreement; provided, however, that Seller grants to Buyer a limited, non-assignable, non-sublicensable, non-transferable, license to Seller's intellectual property incorporated within the Goods solely to the extent necessary to allow Buyer to use the Goods for the purpose for which they were intended by Seller at the time of manufacture, and in accordance with any applicable Seller instructions. Any nameplates or other form of identification which Seller has affixed to or marked upon any of the Offerings may not be removed by Buyer without Seller's written consent.
22. **ANTI-CORRUPTION LAWS.** Buyer shall comply with all applicable anti-bribery, anti-corruption, and recordkeeping requirements imposed under the U.S. Foreign Corrupt Practices Act of 1977, as amended ("**FCPA**"), the United Kingdom Bribery Act ("**UKBA**"), and any anti-bribery or anti-corruption laws of similar effect in the jurisdictions where Buyer conducts business (collectively, "**Anti-Corruption Laws**"). Buyer acknowledges that these Anti-Corruption Laws may apply to conduct occurring outside the United States and can result in enforcement actions by U.S. Government agencies.
23. **ANTI-MONEY LAUNDERING LAWS.** Buyer shall comply with all applicable provisions of the (i) the Currency and Foreign Transactions Reporting Act of 1970 (31 U.S.C. 5311 et. seq., (the Bank Secrecy Act)), as amended by Title III of the USA PATRIOT Act, (ii) the U.S. Trading with the Enemy Act, (iii) U.S. Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (66 Fed. Reg. 49079), any other enabling legislation, executive order or regulations issued pursuant or relating thereto applicable in the jurisdictions where it conducts business (collectively "**Anti-Money Laundering Laws**"). Buyer acknowledges that these Anti-Money Laundering Laws may apply to conduct occurring outside the United States and can result in enforcement actions by U.S. Government agencies.
24. **CUSTOMS LAWS & FREE TRADE AGREEMENTS.** Buyer shall comply with all applicable laws governing the classification, valuation, origination, and marking of foreign-origin products imported into the United States or the other jurisdictions where it conducts business (collectively "**Customs Laws**"), as well as any similar requirements imposed under bilateral or multilateral Free Trade Agreements that may apply to its transactions with Seller ("**FTAs**").
25. **EXPORT CONTROL LAWS; EXPORT COMPLIANCE.** Buyer shall comply with all applicable economic sanctions, export control laws, and other restrictive trade measures imposed by the United States Government, United Kingdom Government, European Union ("**EU**"), and United Nations Security Council, and any other jurisdictions where Buyer conducts business (collectively "**Export Control Laws**"). Illustrative examples include, without limitation, (a) the Export Administration Act of 1979, as amended (50 U.S.C. app. 2401-2420) and the Export Administration Regulations, 15 C.F.R. §§ 730-774 ("**EAR**"); (b) the Arms Export Control Act, 22 U.S.C. § 2778, and the corresponding ITAR; (c) the economic

sanctions laws and regulations enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("**OFAC**"), 31 C.F.R. Part 500 et seq., and the U.S. Department of State's Office of Terrorist Financial and Economic Sanctions Policy; and (d) all Anti-Boycott laws, regulations, guidelines, and reporting requirements, including those issued under the Export Administration Regulations and Section 999 of the Internal Revenue Service Code. Buyer acknowledges that these Anti-Money Laundering Laws may apply to conduct occurring outside the United States and can result in enforcement actions by U.S. Government agencies. Buyer acknowledges and agrees that to the extent Buyer is not the ultimate end-user of the Offerings purchased pursuant to this Agreement and intends to resell or further distribute the Offerings, Buyer will be responsible for complying with all applicable laws, including all U.S. and other export control laws and regulations. Buyer shall not use or otherwise export or re-export the Offerings except as authorized by United States law and the laws of the jurisdiction in which the Offerings were obtained by Buyer. Without limiting the foregoing, Buyer shall not use, transfer, export or re-export the Offerings to countries on which the United States maintains an embargo (collectively, "**Embargoed Countries**"), or to or by a national or resident thereof, or any person or entity on the U.S. Department Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "**Designated Nationals**"), each of which may change from time to time. By purchasing the Offerings, Buyer represents and warrants that Buyer is not located in, under the control of, or a national or resident of, an Embargoed Country, and that Buyer is not, and is not under the control of, a Designated National. In addition to any other indemnification obligations Buyer may have to Seller, Buyer shall indemnify, defend and hold Seller harmless from and against any and all claims, actions, liabilities, penalties, fines, and expenses of whatever kind (including without limitation attorneys' fees) arising out of or relating to any breach of the foregoing or any resale, export or distribution of the Offerings.

26. **FORCE MAJEURE.** Notwithstanding anything to the contrary contained herein or in any other document or agreement, Seller shall not have any liability or responsibility whatsoever, or be deemed to have defaulted under or breached any term of this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, and shall be permitted to implement price increases relating to increased costs, when and to the extent such failure, delay or cost increase is caused by or results from, directly or indirectly, any accident, breakdown, sabotage, riot, insurrection, war, delay, shortage of materials, interruption of usual sources of supply, embargo, unforeseen capacity constraint or demand increase, lockdown, strike or other labor problem, transportation problem, fire, flood, act of God, pandemic, epidemic, quarantine, act or omission of any governmental authority (including, without limitation, changes in Export Control Laws or the impositions or other restrictive international tax or trade measures), act or omission of Buyer, or other cause or condition, whether of like or different nature, that is beyond Seller's reasonable control, or orders, contracts, priorities, directives, requisitions or requests of the federal or state governments, whether or not voluntarily assumed. If any such event renders Seller's timely delivery or performance of any Offering impracticable, at Seller's option, (a) the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay, or (b) Seller will be excused from performance without liability and Buyer shall promptly, upon Seller's request, pay Seller for any Offerings then completed (whether fully or partly completed).
27. **SOLICITATION OF PERSONNEL.** For so long as there is any order in effect between Buyer and Seller and for twelve (12) months thereafter, Buyer shall not hire or solicit for employment any employee or contractor of Seller. Buyer agrees that the duration, scope, and geographical area of the restrictions contained in this Section are reasonable. Upon a determination that any term or provision of this Section is invalid, illegal, or unenforceable, the court may modify this Section to substitute the maximum duration, scope, or geographical area legally permissible under such circumstances to the greatest extent possible to effect the restrictions originally contemplated by the parties hereto.
28. **INDEPENDENT CONTRACTOR.** The relationship between the parties is that of independent contractors, and Buyer shall make no express or implied representations or statements to the contrary. Nothing contained in this Agreement may 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 the authority to contract for or bind the other party in any manner whatsoever.
29. **WORK BY OTHERS; SERVICE PART REQUIREMENTS.** Unless agreed in writing, Seller, being the supplier of the Offerings, has no responsibility for labor or work of any nature relating to operation or use of the Offerings, all which will be performed by Buyer or others. It is the responsibility of Buyer to furnish such accessory and safety devices as may be desired by it and/or required by law. Buyer shall require its employees to use all safety devices, guards and proper safe operating procedures to the extent set forth in manuals and instruction sheets furnished by Seller. Buyer is responsible for consulting any operator or machine manual, and ANSI or comparable safety standards, OSHA regulations and other applicable sources. Seller shall not be bound to supply any service parts to Buyer unless otherwise expressly agreed to in a written agreement hand-signed by Seller.
30. **INSURANCE.** During the term of this Agreement and for five years thereafter, Buyer shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in a sum no less than \$1,000,000 with financially sound and reputable insurers. Upon Seller's request, Buyer shall provide Seller with a certificate of insurance from Buyer's insurer evidencing the insurance coverage specified in these Terms. The certificate of insurance shall name Seller as an additional insured. Buyer shall provide Seller with thirty

(30) days' advance written notice in the event of a cancellation or material change in Buyer's insurance policy. Except where prohibited by law, Buyer shall require its insurer to waive all rights of subrogation against Seller and Seller's insurers. Seller shall obtain such insurance as Seller, in its sole discretion, determines to be appropriate for its business activities.

31. **NOTICES.** Any notice relating to this Agreement must be in writing and will be considered given within three (3) days after it is deposited, postage prepaid, with a registered mail service and addressed to the other party at the address given in the applicable Transaction Document; or, if delivered by hand, when so delivered. Notices to Buyer may be delivered by email to any email address used by an employee of Buyer in communicating with Seller, and will be deemed given when sent to such email address.
32. **MISCELLANEOUS.** (a) This Agreement and the parties' performance hereunder shall be governed by the internal laws of the state of Wisconsin, including the Uniform Commercial Code as adopted by such state, without giving effect to conflict of laws principles. Buyer hereby consents to the exclusive jurisdiction and venue of the courts located in Waukesha County, Wisconsin. Service of process on Buyer may be made through any form permissible for delivering a notice pursuant to Section 31. (b) The invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of any of the other provisions of this Agreement, or the validity or enforceability of that provision of this Agreement in any other jurisdiction. (c) Buyer may not directly or indirectly assign, transfer, or otherwise confer, whether voluntarily or involuntarily, by merger, consolidation, dissolution, change of control, or otherwise, this Agreement or any of Buyer's rights hereunder, nor delegate any of Buyer's obligations under this Agreement, without Seller's written consent. Any purported assignment or delegation in violation of this Section will be void. Seller may assign this Agreement and any of Seller's rights hereunder and delegate any of Seller's obligations under this Agreement. If Seller assigns this Agreement or delegates any obligations under this Agreement (whether in whole or in part), Buyer shall, as it relates to such part that was assigned or delegated, release Seller from all liability under this Agreement and hold the assignee solely responsible for performance of all such obligations. (d) Seller's failure to insist on performance of any of the terms of this Agreement, its failure to exercise any right or privilege or its waiver of any breach hereunder shall not effect a waiver of any other right or privilege, whether of the same or similar type. (e) Captions preceding particular sections are for convenience only and are not to be construed as part of this Agreement or as a limitation of the scope of a particular section to which they refer. (f) Seller shall have no responsibility for compliance with any state or local law, regulation or order in the territory in which the Offerings are sold, and if the Offerings are sold outside the United States, Seller shall have no responsibility for compliance with any federal or national law, regulation or order in such country outside the United States in which the Offerings are sold. (g) These terms are made in the English language only, which language shall be controlling in all respects and all versions of the terms in any other language shall be for accommodation only and shall not be binding upon the parties. (h) The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement or any transaction between the parties. All customs fees, import duties, cargo insurance, taxes and other charges imposed on or relating to the purchase or sale of the Offerings shall be paid by Buyer. (i) No modification of this Agreement shall be binding on either party unless in writing and signed by an authorized representative of each party. (j) 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. (k) Any rule of construction that requires any ambiguities to be interpreted against the drafter shall not be employed in the interpretation of this Agreement, or any document drafted or delivered in connection with the transactions contemplated by this Agreement.