

**OREGON TOOL, INC.  
TERMS AND CONDITIONS OF SALE**

1. **Governing Provisions.** This document is an offer or counter-offer by Oregon Tool, Inc., a Delaware corporation (“**Seller**”) to sell the products and/or services (collectively, the “**Products**”) described in the accompanying quotation, proposal, order acknowledgment, invoice or other document provided by Seller to buyer (“**Buyer**”) herewith (the “**Seller Document**”) in accordance with these terms and conditions (these “**Terms**”), is not an acceptance of any offer made by Buyer, and is expressly conditioned upon Buyer’s assent to these Terms. Seller hereby objects to any additional or different terms contained in any request for proposal, purchase order, acknowledgement or other communication previously or hereafter provided by Buyer to Seller. No such additional or different terms or conditions will be of any force or effect. These Terms [and any consistent terms in the Seller Document, together], shall be referred to herein as the “**Agreement**” and will be the entire agreement between Seller and Buyer on the subject of the transaction described herein and therein; there are no conditions to the Agreement that are not so contained or incorporated. This offer may be revoked by Seller at any time before it is accepted by Buyer, and will automatically expire thirty (30) calendar days after its date if Buyer has not accepted it before then.

**THE NEGOTIATION, PERFORMANCE, AND ENFORCEMENT OF THE AGREEMENT WILL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE SUBSTANTIVE AND PROCEDURAL LAWS OF THE STATE OF OREGON AND THE U.S. (WITHOUT REFERENCE TO PRINCIPLES OF CONFLICTS OF LAWS). THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER WILL NOT BE GOVERNED BY THE 1980 U.N. CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS.** Buyer and Seller each irrevocably and unconditionally agree that the sole and exclusive forum and venue for any legal or equitable action or proceeding arising out of or in connection with the Agreement will lie in the United States District Court for the District of Oregon or the courts of the State of Oregon sitting in Multnomah County and each party hereby irrevocably and unconditionally submits to the sole and exclusive personal jurisdiction of such courts. No accepted offer may be cancelled or altered by Buyer except upon terms and conditions accepted by Seller in writing, and no changes to the Agreement will be binding unless set forth in writing and manually signed by Seller. Neither Buyer’s acceptance of this offer nor any conduct by Seller (including but not limited to shipment of Products) will oblige Seller to sell to Buyer any quantity of Products in excess of the quantity that Buyer has committed to purchase from Seller at the time of such acceptance or conduct.

2. **Changes.** Seller may at any time make such changes in design and construction of Products, components or parts as Seller deems appropriate, without notice to Buyer and any Products so changed or modified shall be considered Products hereunder in fulfillment of Seller’s obligations. Seller may furnish suitable substitutes for materials unobtainable because of priorities or regulations established by governmental authority, or nonavailability of materials from suppliers.

3. **Delivery and Claims.** Unless otherwise provided in the Agreement, Products shall be delivered to Buyer F.O.B. Seller’s loading dock (as defined in the Oregon Uniform Commercial Code) or, for ultimate destinations outside of the U.S., EXW Seller’s loading dock (as the latter shipping term is defined in *Incoterms 2020*). Delivery of Products to the carrier will constitute delivery to Buyer, and regardless of shipping terms or freight payment, Buyer will bear all risk of loss or damage in transit. Seller reserves the right to make delivery in installments, unless otherwise expressly stipulated herein; all such installments to be separately invoiced and paid for when due per invoice, without regard to subsequent deliveries. Delay in delivery of any installment will not relieve Buyer of its obligations to accept remaining deliveries. All delivery dates are approximate.

Buyer shall inspect Products upon delivery thereof. Buyer shall either accept such Products or reject such Products at the time of delivery thereof, it being understood that Buyer shall be entitled to reject Product

only if such Product is not in conformance with the warranties set forth in Section 14 of these Terms. Buyer will be deemed to have accepted any Products that Buyer does not reject at the time of delivery thereof. Claims for shortages or other errors in delivery must be made in writing to Seller within ten (10) calendar days after receipt of shipment, and failure to give such notice will constitute unqualified acceptance and a waiver of all such claims by Buyer. Claims for loss of or damage to Products in transit must be made to the carrier, and not to Seller.

4. **Force Majeure; Allocation of Limited Supply.** “**Force Majeure Event**” is a condition or event that is beyond the reasonable control of Seller, whether foreseeable or unforeseeable, foreseen or unforeseen, including, but not limited to, severe weather, storm, flooding, hurricane, tornado, earthquakes, seismic disturbances, climate change, natural disasters, fire or other insured or uninsured casualty, acts of God, acts or omissions of Buyer, a breach, negligence, criminal misconduct or other act or omission of any third party, quarantines, epidemics, pandemics, disease, viruses, explosions or other casualties, thefts, vandalism, riots or war, acts of terrorism, strikes, slowdowns or other labor disputes, labor shortage (including, but not limited to, due to infection or fear of infection of a communicable disease), transportation interruptions, electrical power outages, interruptions or degradations in telecommunications, computer, or electronic communications systems, condemnation, changes in laws, acts of government agencies, government-mandated allocation requirements, issuances of executive orders or other government orders, government-mandated shutdowns or shelter-in-place orders, or unavailability of parts, materials or supplies at a commercially reasonable price.

Seller shall be excused from, and shall not have any liability for, any delay in delivery, non-delivery, or other failure to perform any of its obligations under the Agreement where Seller’s delay, non-delivery, or failure to perform is caused, in whole or in part, by a Force Majeure Event. Without limiting the generality of the foregoing, if Seller is delayed in performing under the Agreement due to a Force Majeure Event, (i) Seller will be entitled to extend the relevant delivery date by the amount of time that Seller was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay; and (ii) Seller will be entitled to terminate any or all purchase orders and/or the Agreement.

Notwithstanding anything to the contrary contained in the Agreement, to the extent Seller’s costs of performance are increased, directly or indirectly, by one Force Majeure Event or by a series of Force Majeure Events, Seller will be entitled to adjust the prices or to apply a surcharge, in each case to recoup those costs plus Seller’s customary profit, by providing written notice to Buyer.

If the Force Majeure Event limits Seller’s available supply of Products, Seller may allocate its available supply first to its own needs, and thereafter will allocate its available supply in any manner that Seller determines, in good faith. If Seller is unable to purchase raw materials at a commercially reasonable price or in the event it elects, in its reasonable discretion, to cease or suspend the operation of any facility where it is producing any quantity of the material delivered hereunder, Seller shall be so excused from its obligations. Quantities so affected by any such cause may be eliminated from the Agreement without liability, but the Agreement shall otherwise remain unaffected. In addition, if, because of any such circumstances, there should be a shortage of any material covered by the Agreement, Seller may, but shall not be obligated to, purchase replacement material in the marketplace, to change its supply point for the Buyer, or change the facility where the material is manufactured in order to satisfy any obligations hereunder, and in each such case shall be entitled to increase the prices of the Products to recoup increased costs related to such purchase of replacement material or change in supply point or facility. **Without limiting the generality of this Section notwithstanding anything to the contrary contained in this Agreement, if Seller is unable to procure the needed quantity of raw materials at commercially reasonable prices (as determined by**

**Seller), in quantities, and on a timeframe that would enable Seller to timely deliver the Products to Buyer hereunder, (i) Seller shall be excused from performance of its obligations under this Agreement until Seller is able to so procure the necessary quantity of raw material at commercially reasonable prices, and (ii) Seller shall be entitled to, at its option and without bearing liability to Buyer therefor (A) extend the relevant delivery or performance dates by the amount of time that Seller was delayed as a result of such shortage; (B) decrease the quantities of Products that it has agreed to supply to Buyer; (C) use alternative forms of raw materials in the production of the Products for Buyer; and/or (D) increase prices on Products to recoup the costs incurred by Seller to procure substitute raw materials.**

**5. Prices, Taxes and Other Charges.** Unless otherwise provided in the Agreement, prices shall be as quoted by Seller, and such quoted prices are subject to change by Seller without notice. All prices listed in Seller's publications (including on Seller's website) are intended as a source of general information only and not as an offer to sell, and all prices contained therein are subject to confirmation by formal quotation by Seller. No order shall be binding upon Seller until received and accepted by Seller in its sole discretion. All prices, and amounts payable, under the Agreement are in U.S. Dollars. Any manufacturer's tax, occupation tax, use tax, sales tax, excise tax, value added tax, duty, custom, inspection or testing fee, or any other tax, fee, interest, or charge of any nature whatsoever imposed by any governmental authority on or measured by the transaction between Seller and Buyer will be paid by Buyer in addition to the prices quoted or invoiced. In the event Seller is required to pay any such taxes or other charges, Buyer will reimburse Seller therefor on demand. If Seller incurs increased costs including, but not limited to, increases in costs caused by tariffs, inflation, transportation, raw material shortages, labor costs, and/or machinery costs, Seller may from time to time increase prices on Products to recoup those costs plus Seller's customary profit, whether before or after acceptance of an order by Seller, by providing written notice to Buyer at least two (2) weeks prior to the expected shipment date of the Products (an "**Equitable Price Change**"). No later than five (5) calendar days after Buyer's receipt of such notice, Buyer shall have the right to notify Seller in writing of Buyer's objection to the Equitable Price Change ("**Buyer Objection**"). Unless a Buyer Objection is timely received by Seller, Buyer shall be deemed to have accepted the Equitable Price Change. Upon Seller's receipt of timely written notice of a Buyer Objection, Seller may, without bearing liability to Buyer therefor, either (a) cancel the applicable order immediately upon notice to Buyer, or (b) supply the Products to Buyer in accordance with the order without giving effect to the Equitable Price Change.

**6. Credit Approval; Payment Terms; Storage.** All payment terms set forth in this document are subject to Seller's approval of Buyer's credit, in Seller's discretion; if such approval is withheld, payment will be due in advance of Seller's performance. Except as otherwise provided in the Agreement or in the preceding sentence, payment is due upon Buyer's receipt of Seller's invoice following shipment. Interest will be charged at the lesser of (a) eighteen percent (18%) per year, or (b) the highest rate permitted by applicable law, on accounts more than thirty (30) calendar days past due. Seller may engage a collection agency and/or attorneys to collect the amount that is past due; in such event, Buyer agrees to reimburse Seller for its actual costs of collection, including without limitation, attorney's fees. If production or shipment of completed Products, or other Seller performance, is delayed by Buyer, Seller may immediately invoice, and Buyer will pay, the percentage of the purchase price corresponding to the percentage of completion; in addition, Buyer will compensate Seller for storage of completed Products or work in process during any such delay, whether stored at Seller's facility or an independent storage company's facilities. Disputes of invoices must be made in writing to Seller within thirty (30) calendar days after the invoice date, and failure to give such notice will constitute unqualified acceptance and a waiver of all such claims by Buyer.

**7. Offsets.** All payments received from Buyer may be applied against open invoices in the sole discretion of Seller. Seller will have the right to offset any and all amounts due and owing from Seller to Buyer, including, without limitation, chargebacks or rebates, against all amounts due from

Buyer to Seller. Buyer shall not withhold payment of any amounts due and payable by reason of any offset of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy, or otherwise.

**8. No Returns.** Except as otherwise agreed to in writing by Seller, no Products will be accepted for return.

**9. Intellectual Property.** All intellectual property rights (including, without limitation, patents, trademarks, registered designs, and any rights to apply for the same, copyright, design rights, database rights, rights in and to confidential information and know-how), and any rights analogous to the same anywhere in the world and existing at any time in Products or arising out of or relating to the design or manufacture of Products or the provision of services shall belong to and remain vested in Seller. Nothing in the Agreement grants to Buyer any right, title or interest in or to Seller's intellectual property.

**10. Security Interest.** If the Products are sold on credit terms, Buyer acknowledges that Seller retains a purchase money security interest in the Products. To secure Buyer's obligations to Seller under the Agreement or any other agreement, Buyer hereby grants to Seller a security interest in all the Products sold under the Agreement, whether now owned or hereafter acquired, and all products and proceeds thereof. Seller may file any financing statements and send any notices necessary or appropriate to perfect or protect such security interest.

**11. Confidential Information.** Any and all designs, drawings, sketches, models, blueprints, plans, or samples; devices, machinery, specifications, part numbers, bills of materials, or business and financial records; processes, techniques, expertise, plans, and projections; and other similar information, items, documents, and materials made available by Seller or its affiliates to Buyer or its affiliates, or otherwise acquired, obtained or developed by Buyer under or in connection with this Agreement (collectively, the "**Confidential Information**") are and at all times shall remain the exclusive property of Seller. "Confidential Information" shall not include any item of information that Buyer can demonstrate by documentary evidence: (a) is or has become public knowledge, whether by publication or otherwise, through no act, omission or fault of Buyer or any of its employees, officers, directors, agents or affiliates, or (b) is disclosed to Buyer by a third party who is in lawful, rightful possession of the information and who has the legal right to make disclosure thereof without confidentiality restrictions. During the Confidentiality Period, Buyer agrees that it shall not (i) make any use whatsoever of the Confidential Information except for the purpose(s) specified in these Terms, or (ii) disclose the Confidential Information to any third party. The "**Confidentiality Period**" shall mean the period beginning on the date of disclosure to Buyer and ending three (3) years after the date that Seller and Buyer cease their business dealings pursuant to the Agreement, except that the parties' obligations with respect to Confidential Information that constitutes trade secrets under applicable law will continue until the date on which such information no longer constitutes trade secrets under applicable law. Buyer acknowledges and agrees that money damages for any and all breaches of Buyer's obligations under this Section are both incalculable and insufficient and that any such breach would irreparably harm Seller. Therefore, in the event of an actual or prospective breach of any such obligation, Seller shall be entitled to seek a permanent and/or preliminary injunction to prevent or remedy such breach and shall have the right to specific enforcement of this Section against Buyer in addition to any other remedies to which Seller may be entitled at law or in equity.

**12. Government Contracts.** If the provision of Products by Seller under accepted orders is subject to mandatory provisions of U.S. law concerning contracts or subcontracts with or for the benefit of the U.S. or any state government, Buyer shall so notify Seller in advance of order acceptance specifying the mandatory provisions of U.S. or state law which apply.

**13. Designs and Tools.** Any design work performed by Seller, and any dies, molds, jigs or other tools that Seller manufactures or acquires, in connection with its performance hereunder will be and remain the sole

property of Seller, notwithstanding any charges to Buyer therefor. Seller shall retain any and all proprietary rights, including, but not limited to intellectual property rights, in such designs and tools. Any such charges convey to Buyer the right to have the designs, dies, molds, jigs, and/or other tools used by Seller for performance hereunder, but do not convey title or right of possession or any other right.

#### 14. Limited Warranties.

(A) If the manufacturer of the Products offers an assignable warranty on the Products sold by Seller to Buyer, Seller shall so assign to Buyer such assignable warranties as in effect on the date of delivery of such Products to Buyer by Seller, to the extent permitted by such warranties and applicable law, and, **IN SUCH CASE, SELLER MAKES NO WARRANTY TO BUYER UNDER THE AGREEMENT AND HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.** Buyer shall be responsible for its own pursuit of any such warranty claims directly with the manufacturer of the Products. Please contact Seller at 800-223-5168 to request the text of each written manufacturer's warranty for the Products (provided at no charge to Buyer).

(B) If the manufacturer does not offer an assignable warranty on the Products sold by Seller to Buyer, then Seller warrants that such Products are free from defects in material and workmanship for a period of 12 months from the date of purchase by Buyer unless provided otherwise by Seller (the "**Warranty Period**"). This warranty is given only to the original purchaser of the Products and may not be transferred to any subsequent purchaser. This warranty does not cover any Products failure caused by (i) abuse, damage, or use of the Products in violation of the Products instructions, specifications, or other laws; (ii) modification to any Products or a part thereof; or (iii) failure to maintain or install the Products or a part thereof in accordance with the Products instructions or specifications. As Buyer's only remedy, and Seller's only responsibility, for any breach of this Section by Seller, Seller will either, at Seller's option, repair, replace the Products, or refund the price paid by Buyer for the Products. As a condition to receiving the remedy hereunder, Buyer must return such Products to Seller at Buyer's expense and risk of loss. Any parts of Products replaced under this warranty are warranted only for the balance of the Warranty Period on the original part that was replaced. For the avoidance of doubt, in no event shall Seller be responsible for removing defective Products or installing replacement Products or to reimburse Buyer for labor costs associated with removing defective Products or installing replacement Products.

For more information or to make a claim under this warranty in this Section, please either (a) contact the Seller branch where you made the original purchase, or (b) call 800-223-5168. In order to be entitled to remedy under this warranty set forth in this Section, Buyer must provide proof of purchase of the Products and make a claim to Seller as described in the prior sentence within 30 calendar days after the defect was discovered. All warranty claims must include: the invoice number, the hours accumulated after the part was installed, and proof of purchase.

**(C) WHEN BUYER IS PURCHASING THE PRODUCTS FROM SELLER FOR ANY REASON OTHER THAN PERSONAL, FAMILY, OR HOUSEHOLD USE, THE WARRANTIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, AND SELLER EXPRESSLY DISCLAIMS AND EXCLUDES ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. WHEN BUYER IS PURCHASING THE PRODUCTS FROM SELLER FOR PERSONAL, FAMILY, OR HOUSEHOLD USE, THE WARRANTIES SET FORTH IN THIS SECTION ARE IN LIEU OF ALL OTHER EXPRESS REPRESENTATIONS AND WARRANTIES, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY**

**PARTICULAR PURPOSE ARE LIMITED TO THE DURATION OF THE EXPRESS WARRANTY;** some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. When Buyer is purchasing the Products from Seller for personal, family or household use, this warranty gives you specific rights and you may also have other rights that vary from state to state. Any description of Products sold or provided by Seller, whether in writing or made orally by Seller or its employees or agents, and any samples, specifications, bulletins, catalogs, drawings, diagrams, or similar materials used in connection with Seller's sales efforts or Buyer's orders, are for the sole purpose of identifying the Products, and shall not be construed as an express warranty. Any suggestions by Seller or its employees or agents regarding application, use, or suitability of the Products shall not be construed as an express warranty. **In addition to any other disclaimers or limitations of liability, Seller makes no warranty to Buyer as to whether the Products comply with local, state, or federal regulations. BUYER SHALL CHECK LOCAL LAWS AND REGULATIONS FOR BUYER'S AREA BEFORE ORDERING ANY PRODUCTS.**

(D) Seller warrants that any services it provides hereunder will be performed in a manner consistent with customary practice in its industry. Should a failure to conform to this warranty appear within thirty (30) calendar days after completion of any services, and, if promptly notified thereof in writing, Buyer's sole and exclusive remedy (and Seller's sole and exclusive liability) for any breach shall be for Seller to either (i) re-perform the services, or (ii) provide Buyer with a refund of that portion of amounts paid by Buyer to Seller for the defective services (whichever Seller determines, in its discretion, to provide).

**15. Buyer's Indemnity.** Buyer shall indemnify, defend and hold harmless Seller and its officers, agents, and employees from and against any and all losses, damages (including damages arising from personal injury or death), liabilities, costs, and expenses (including attorneys' fees) that may arise out of Buyer's acts or omissions, including, but not limited to: (a) any breach by Buyer of the Agreement, (b) any violation by Buyer of any law, rule or regulation, (c) any use or resale of the Products by Buyer, (d) any negligence or willful misconduct of Buyer, and/or (e) any claim of patent, trademark, copyright or trade secret infringement, or infringement or any other proprietary rights of third parties to the extent that any Products are manufactured in accordance with drawings, designs or specifications proposed or furnished by Buyer. Seller shall give Buyer written notice of any claim for which indemnification is sought under the Agreement, provided that the failure to give such written notice shall not, however, relieve Buyer of its indemnification obligations, except and only to the extent that Buyer forfeits rights or defenses by reason of such failure. Seller, may, at Seller's option, assume and control the defense of the claim, and in such case, Buyer shall indemnify Seller from and against losses, damages, costs, and expenses (including attorneys' fees, court fees, and other defense costs) incurred by Seller in defending such claims. If Seller decides not to assume the defense of a claim, then Buyer shall assume and control the defense of such claim, at Buyer's expense and by Buyer's own counsel (which counsel shall be subject to the approval of Seller, which approval will not be unreasonably withheld or delayed); provided that Seller shall have the right to participate in the defense of any claims with counsel selected by it at Seller's expense. Seller and Buyer shall cooperate with each other in all reasonable respects in connection with the defense of any claims. Notwithstanding any other provision of this Agreement, Buyer shall not consent to the entry of any judgement or enter into any settlement of any claims without the prior written consent of Seller.

**16. Limitation of Liability. SELLER SHALL NOT BE LIABLE, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR UNDER ANY OTHER THEORY OF LAW OR EQUITY, FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING LOSS OF PROFITS, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL**

**PURPOSE.** Without limiting the generality of the foregoing, Seller specifically disclaims any liability for property damages, penalties, special damages, damages for lost revenues, down-time, lost good will, cost of capital, cost of substitute products, or for any other types of economic loss, or for claims of Buyer's customers or any third party for any such damages, costs or losses. Where Buyer is purchasing the Products from Seller for personal, family, or household use, some states do not allow the exclusion of incidental or consequential damages, so the above exclusions may not apply in those cases. Seller shall not be liable to Buyer for any amount with respect to any order of Products that, in combination with all claims by Buyer against Seller related to such order of Products, exceeds the total price for such order of Products. SELLER WILL NOT BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR UNDER OTHER THEORIES OF LAW OR EQUITY, WITH RESPECT TO PRODUCTS OR SERVICES SOLD BY SELLER, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO. The liability of Seller to Buyer, whether in contract, warranty, tort (including negligence and strict liability) or otherwise, is exclusively limited to the remedies expressly provided under the terms of the Agreement, in lieu of any and all other remedies at law or in equity. No suit or action shall be brought against Seller more than one (1) year after the delivery of that portion of the Products that gave rise to the claim.

17. **Insurance.** At Buyer's expense, Buyer agrees to carry, with reputable insurance companies, insurance coverage of the types and in the amounts reasonably requested by Seller from time to time. Buyer shall ensure that Seller is named as an additional insured and as a loss payee on such insurance policies, and Buyer shall provide Seller with certificates of such insurance upon request.

18. **Compliance with Law; Due Authorization.** Buyer shall comply with all applicable federal, state, and local laws (and the rules, regulations, guidelines, orders, ordinances, and standards there under). Buyer shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement. Buyer shall comply with all export and import laws of all countries involved in the sale of the Products under this Agreement or any resale of the Products by Buyer. Buyer assumes all responsibility for shipments of Products requiring any government import clearance. Seller may cancel this Agreement if any governmental authority imposes anti-dumping or countervailing duties or any other penalties on Products. Buyer represents and warrants to Seller that it is a valid business entity and that the person executing this Agreement is an authorized representative of Buyer with authority to enter into agreements on behalf of Buyer.

19. **Privacy.** To the extent that Buyer provides personal data to Seller, such personal data will be processed in accordance with Seller's [Privacy Notice](#), as amended from time to time.

20. **Cyber Security Policies and Procedures.** Buyer agrees to maintain and enforce a written comprehensive set of information security policies and procedures to safeguard the information provided by Seller (the "Information Security Program"). The Information Security Program will comply with all applicable laws and regulations, and shall address, at a minimum, access controls, data encryption, incident response and reporting, security awareness training, physical security, and third-party risk management. Buyer will handle and store all data and information relating to Seller, including all Seller confidential information (the "Seller Data") in a secure manner, using industry-standard encryption methods and ensuring that Seller Data is protected from unauthorized access, disclosure, alteration, and destruction. In the event of a security incident, Buyer agrees to notify Seller in writing, within seventy-two (72) hours of the incident, providing details of the incident, the potential impact on Seller Data, and the remediation steps taken or planned by Buyer. Buyer shall ensure that any subcontractors or third-party vendors engaged in providing services related to the Agreement comply with the security obligations outlined in this Section 20. In the

event of a data breach or security incident related to this Agreement and/or the Products, Buyer shall fully indemnify and hold harmless Seller and defend Seller against any such claims, including reimbursement of any costs incurred by Seller relating to those claims. Purchaser reserves the right to conduct periodic audits or assessments of Seller's information security practices to ensure compliance with the Agreement.

21. **Cumulative Remedies.** Seller's rights and remedies under the Agreement are cumulative and in addition to all other rights and remedies available to Seller at law or in equity.

22. **Compensation to Seller's Agents.** No employee or other agent of Seller is permitted to solicit or accept any compensation or payment from any purchaser, however characterized, in connection with the placement of any order.

23. **No Assignment.** Buyer shall not assign its rights or delegate its duties under the Agreement. Any such attempted assignment or delegation shall be null and void.

24. **Severability.** If any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law, such invalidity, illegality or unenforceability will not affect any other provision of this Agreement, and such invalid, void or otherwise unenforceable provisions shall be null and void.

25. **Relationship of Parties.** Buyer and Seller are independent contractors, and nothing herein shall be construed to create a partnership, joint venture, agency, or employment relationship. Neither party has nor will have any power to bind the other, or to assume or create any obligation or responsibility, express or implied, on behalf of the other party.

26. **Cancellation.** In addition to any remedies that may be provided under this Agreement, Seller may cancel 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 10 calendar days after Buyer's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of this Agreement, 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. Provisions of this Agreement which by their nature should apply beyond their terms will remain in force after any cancellation of this Agreement including, but not limited to, Sections 1, 4, 5, 6, 8, 9, 10, 11, 13, 15, 16, 17, 18, 19, 20, 21, 22, 25 and 26.

UPDATES. THESE TERMS MAY BE MODIFIED, AMENDED AND UPDATED FROM TIME TO TIME AT THE DISCRETION OF SELLER UPON WRITTEN NOTICE TO BUYER.

Updated November, 2023