

WURTH USA INC.
TERMS AND CONDITIONS OF SALE

THESE TERMS AND CONDITIONS APPLY TO ALL GOODS AND/OR SERVICES (“PRODUCTS”) SOLD AND/OR PERFORMED BY WURTH USA INC. AND ITS AFFILIATES (“SELLER”) AND ARE INCORPORATED INTO EACH AND EVERY QUOTATION, PURCHASE ORDER, ACKNOWLEDGEMENT OR OTHER DOCUMENT ISSUED BY SELLER. BY PURCHASING PRODUCTS FROM SELLER, BUYER (AS DEFINED IN SECTION 1 HEREIN) INDICATES THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY THESE TERMS AND CONDITIONS WITHOUT MODIFICATION.

1. Offer; Acceptance; Exclusive Terms of Contract. The quotation or other offer document issued by Seller, together with these Terms and Conditions (“Quotation”) constitutes Seller’s offer to the purchaser identified in the Quotation (“Buyer”) to sell the Products identified in the Quotation and otherwise to enter into the agreement the Quotation describes. The Quotation shall be the complete and exclusive statement of such offer and agreement (“Contract”). The Contract shall be formed when Buyer accepts the Quotation. Buyer may accept the Quotation by either (a) written acknowledgement or (b) by issuing a purchase order or other document for the purchase of the Products (“Purchase Order”) to Seller. Acceptance is expressly limited to these Terms and Conditions and the terms and conditions expressly referenced on the face of the Quotation. Any terms and conditions that purport to modify, supersede, supplement or otherwise alter the Quotation, whether contained in Buyer’s Purchase Order or otherwise, are not binding on Seller and shall be deemed rejected and replaced by the Quotation. Notwithstanding any contrary provision in Buyer’s Purchase Order or elsewhere, neither Seller’s failure to expressly object to Buyer’s terms and conditions, nor Seller’s delivery of Products, commencement of performance, or any other conduct in furtherance of Seller’s supply of the Products to Buyer shall constitute acceptance of Buyer’s terms and conditions. Unless otherwise expressly stated in the Quotation, the Quotation is valid for a period of thirty (30) days after it is issued by Seller. Where a Quotation is not issued as described above, Seller’s order acknowledgement or other confirmation document, together with these Terms and Conditions, shall be the complete and exclusive statement of the Contract described herein.

2. Order Assistance. From time to time, Buyer may request, and Seller may offer, certain order assistance, including, without limitation, advice, recommendations and/or other suggestions as to the use and suitability of certain Products. Buyer acknowledges and agrees that such advice, recommendations and/or other suggestions by Seller with respect to any Products do not constitute any warranties with respect to any Products. Seller disclaims any such warranties and Buyer assumes full responsibility for accepting and/or using such advice, recommendations and/or other suggestions at its own risk.

3. Adjustments. Seller reserves the right to equitably adjust the price and delivery terms of the Contract in the event of, and as a condition to, any changes in the specifications, timing or other requirements for Products, the scope of any work covered by the Contract or the volumes of Products.

4. Shipping and Delivery. All sales of Products are FCA. Seller’s facility unless otherwise expressly stated in the Quotation. If the Quotation expressly states that sales of Products are on terms other than FCA.. Seller’s facility, all shipments and deliveries by Seller shall be made in a manner, and by carriers, determined by Seller in its sole discretion unless otherwise expressly stated in the Quotation. Responsibility of Seller shall cease upon delivery to and receipt of the Products by a common carrier at which point Buyer will bear all risk of loss for the Products. Shipment and delivery of Products are subject to availability at the time of order and lead times as determined in Seller’s sole discretion. . Premium shipping expenses and/or other related expenses necessary to meet Buyer’s accelerated delivery schedules shall be the responsibility of Buyer. Deliveries of orders placed by Buyer may be changed, deferred or canceled only upon specific agreement in writing by Seller and Seller may condition such agreement upon Buyer’s assumption of liability and payment to Seller for any or all of: (a) the cost of all completed work at the order price set forth in the Quotation; (b) a sum equal to the costs of work in process (including but not limited to costs accrued for labor and material), (c) any amounts for which Seller is, or for which Seller determines in its sole discretion it may be, liable by reason of commitments made by Seller to its suppliers and/or subcontractors, and (d) any other loss, cost or expense of Seller as a result of such change, deferment or cancellation. Seller shall not have any obligation to maintain any excess inventory of Products, regardless of whether such inventory is designated as a reserve, bank, safety stock, or otherwise.

5. Payment Terms. Unless otherwise expressly stated in the Quotation, all accounts are due and payable in U.S. currency within thirty (30) days from the date of Seller’s invoice, with payment to be issued on or before the due date irrespective of Buyer’s internal payment practices that may otherwise be in effect. If any payment owed to Seller is not paid when due, (i) the amount owed to Seller shall bear interest at the greater of 12% per annum or the maximum rate permitted by law, from the date on which it is due until it is paid; (ii) Buyer shall be liable for any and all costs incurred by Seller (including, but not limited to, attorneys’ fees) in collecting all amounts owed by Buyer; (iii) Seller may repossess the Products and put the same into storage, at Buyer’s expense, or dispose of the Products as Seller deems practicable under the circumstances; and (iv) Seller may exercise or pursue any other remedies it may have under this Agreement or under applicable law or equity. The extension of credit and delivery of Products shall be subject to Seller’s approval. In the event Buyer defaults under its payment terms or Seller in its reasonable discretion deems itself insecure for any reason, Seller may, without notice, suspend deliveries of Products, cancel all credit available to Buyer or modify the terms of credit, require that any invoices outstanding be immediately due and payable in full, and refuse to make any further credit advances. Payment shall not be deemed to have been received by Seller unless and until the respective amounts have been finally credited to Seller. Buyer is prohibited from and shall not setoff against or recoup from or otherwise debit, chargeback or net from any invoiced amounts due or to become due from Buyer or its affiliates any amounts due or to become due from Seller or its affiliates, whether arising under the Contract or under any

other agreement.

6. Prices. Unless otherwise expressly stated in the Quotation, prices for Products do not include storage, handling, freight, packaging or transportation charges or any applicable federal, state, local or foreign duties or taxes. Seller reserves the right to increase Product prices in the event of increases in its raw material or component costs or other costs or expenses arising after the date of the Quotation. The price for Products sold by Seller that are finished products manufactured by third parties shall be Seller's price in effect at the time of shipment to Buyer. No price reductions shall apply except as set forth in the Quotation and Seller makes no representations or warranties of any kind regarding prices.

7. Design. Seller is not responsible for the design of any Products and will not have any warranty, indemnification or other liability or obligations for any actual or alleged defects, quality issues, intellectual property infringement or other nonconformities with respect to any Products to the extent related to or arising out of the design and/or specifications for such Products.

8. Warranty.

A. By Both Parties. Each party represents and warrants to the other that (i) it is a valid legal entity that is duly organized, validly existing and in good standing under the laws of the state of its incorporation or formation; and (ii) has the full right, power and authority to enter into the Contract and to perform its obligations as set forth in the Contract without the need for additional waiver, consent or permission from any person or entity;

B. By Seller. Seller warrants that at the time of delivery to Buyer and for a period of one (1) year following delivery, the Products will be free from defects in material and workmanship and will conform to the specifications that are a part of the Quotation. Notwithstanding the foregoing, as to any Products sold by Seller that are finished products manufactured by third parties, the warranty delivered to Seller by the manufacturer or other vendor of such Products shall, to the extent assignment is permitted by the terms thereof, be assigned to Buyer and shall be expressly in lieu of any other warranty, express or implied, of or by Seller for such Products. Buyer shall hold and make available for inspection and testing by Seller all Products claimed by Buyer to be defective or nonconforming. Notwithstanding the foregoing, Seller may in its sole discretion require Buyer to ship any such Products that Buyer claims to be defective or nonconforming to such address as Seller may designate. Any claim for defective or nonconforming Products must be verified by Seller and, upon verification, Seller's liability shall be limited to the replacement or repair, at Seller's election, of such part of the Product in question as Seller may determine is defective or nonconforming. Buyer shall provide Seller with immediate notice of and the opportunity to participate in any and all meetings or other communications between Buyer and its customer concerning actual or alleged defects with respect to the Products. Products which have been altered or modified, improperly installed or applied, improperly stored or exposed to the elements, or which have failed due to abuse or inadequate maintenance after installation or application, have been used in violation of instructions for use, installation or application, or which were damaged due to malfunction of other parts not supplied by Seller, are not covered by this warranty. In addition, this warranty specifically excludes the replacement or repair of Products with a limited shelf life.

THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND ARE EXPRESSLY IN LIEU OF ANY AND ALL OTHER WARRANTIES AND SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER SPECIFICALLY, BUT NOT BY WAY OF LIMITATION, DISCLAIMS ANY AND ALL LIABILITY FOR THE USE OR PERFORMANCE OF THE PRODUCTS IN THE APPLICATION(S) SELECTED BY BUYER AND/OR BUYER'S CUSTOMERS. SELLER FURTHER DISCLAIMS ANY AND ALL LIABILITY FOR PRODUCTS THAT ARE FURTHER PROCESSED BY BUYER OR ANY THIRD PARTY OR IN ANY WAY CHANGED BY BUYER OR ANY THIRD PARTY FROM THE PRODUCTS DELIVERED BY SELLER OR THAT ARE DAMAGED OR CAUSE DAMAGE AS A RESULT OF MISUSE, ACCIDENT, NEGLIGENCE, OR IMPROPER INSTALLATION, ALTERATIONS OR REPAIRS ON THE PART OF BUYER OR ANY THIRD PARTY.

B. By Buyer. Buyer represents and warrants that (i) Buyer will not and will not cause Seller to violate any agreement applicable to it or violate any law, rule, ordinance, court order or governmental regulation ("Laws") and will not violate the rights of any third party; and (ii) Buyer is solvent and has the ability to pay its debts and meet its payment obligations under this Agreement when due.

9. Returns. No returned Products will be accepted for any reason unless an authorized representative of Seller first issues valid return authorization for such Products and such return is shipped in accordance with Seller's instructions. Any returns received without a valid return authorization issued by Seller shall, at Seller's option, be: (a) immediately returned to Buyer at Buyer's sole expense, or (b) ten (10) days after notification to Buyer, disposed of at Buyer's sole expense. Buyer shall be responsible for all damage to returned Products resulting from improper packing or handling of the Products.

10. Termination. Unless otherwise expressly stated in the Quotation, each of Buyer and Seller shall have the right to terminate the Contract at any time upon six (6) months' prior written notice to the other party. Neither Buyer nor Seller shall have any other right to terminate the Contract, or any part thereof, except where the other party materially breaches any of its obligations under the Contract and such breach is not cured within sixty (60) days after written notice of such breach to the breaching party by the non-breaching party or

such time period as may be reasonable as long as cure of such breach is diligently pursued by the breaching party. Notwithstanding the foregoing, Seller shall have the right to suspend or terminate this Agreement immediately (i) in the event that Buyer fails to pay any invoice within thirty (30) days of the due date or (ii) in the event that Buyer's breach of this Agreement causes Seller to be in violation of any applicable Law.. Upon any such termination by either party, (a) Seller shall be relieved of any further obligation to Buyer (including, without limitation, any obligation with respect to production, delivery or transition of supply), (b) Buyer shall be liable to Seller for the immediate payment of amounts then billed to date by Seller to Buyer, (c) Buyer shall purchase and pay Seller immediately for all raw materials, components, work in process and finished goods acquired or produced by Seller in connection with the Contract, and (d) Buyer shall immediately reimburse Seller for all claims of Seller and/or Seller's subcontractors for unamortized investments involved in preparing to produce or provide or producing or providing Products and for all other loss, cost or expense of Seller and/or Seller's subcontractors as a result of the termination of the Contract.

11. Indemnification. To the fullest extent permitted by applicable law, Buyer shall, at its expense, indemnify, defend and hold harmless Seller, its parent, affiliates, successors and assigns, subcontractors and the shareholders, members, managers, officers, directors, employees and agents of each of the foregoing (each an "Indemnified Party"), from all claims, actions, demands, settlements, suits, proceedings, judgments, costs, losses, liabilities, damages and expenses (including without limit court costs and reasonable attorneys fees) (each a "Claim") arising out of (i) that Seller's manufacture of, the use of, or sale of the Products actual or alleged infringement of any patent, copyright, trademark, trade secret or other intellectual property right and/or the actual or alleged violation of any applicable Laws or the rights of any third party, based upon Seller's or its subcontractor's or affiliate's manufacture or use of the Products to the extent attributable to or arising out of the specifications, designs, drawings, engineering or other information or materials furnished by Buyer; (ii) Buyer's breach of the Contract; or (iii) Buyer's or its customers' use of the Products or any component thereof (including without limitation damage to property or injury or death to any person). Each Indemnified Party shall have the right to conduct the defense of any Claim at Buyer's sole expense.

12. Liability Limitation. BUYER EXPRESSLY ACKNOWLEDGES AND AGREES THAT SELLER IS NOT DESIGN RESPONSIBLE AND IS NOT THE MANUFACTURER OF THE PRODUCTS AND THAT THE FOLLOWING LIMITAITON OF LIABILITY IS A MATERIAL INDUCEMENT FOR SELLER TO ENTER INTO THE CONTRACT UPON THE TERMS AND CONDITIONS AGREED TO (INCLUDING BUT NOT LIIMITED TO, PRODUCT SPECIFICATIONS AND/OR PRICE). THEREFORE, IN NO EVENT SHALL SELLER'S LIABILITY ARISING OUT OF OR RESULTING FROM ANY CONTRACT, INCLUDING, WITHOUT LIMITATION, FOR THE DELIVERY, SALE, REPAIR, REPLACEMENT, INSTALLATION OR USE OF ANY PRODUCT, EXCEED THE AMOUNTS ACTUALLY PAID BY BUYER FOR THE PRODUCTS THAT ARE ALLEGED TO BE DEFECTIVE OR NONCONFORMING OR THE CAUSE OF ANY LOSS OR DAMAGE, WHETHER FOUNDED IN CONTRACT, WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR INJURIES TO OR DEATH OF PERSONS, DAMAGES TO PROPERTY, LOSS OF FUTURE BUSINESS OR REPUTATION, LOSS OF ANTICIPATED PROFITS, LOSS OF USE, LOSS OF REVENUE AND COST OF CAPITAL) ARISING OUT OF OR RELATING TO ANY CONTRACT OR ANY PRODUCTS. ANY CLAIM BY BUYER AGAINST SELLER ARISING OUT OF OR RELATING TO ANY CONTRACT OR ANY PRODUCTS CANNOT BE FILED, MADE OR MAINTAINED, AND SHALL BE DEEMED WAIVED, UNLESS FILED WITHIN TWELVE (12) MONTHS AFTER SELLER HAS SHIPPED OR PROVIDED THE PRODUCTS IN QUESTION. THE LIMITATIONS ON SELLER'S LIABILITY UNDER THIS SECTION 12 SHALL APPLY NOTWITHSTANDING ANY PROVISIONS OF ANY MANUFACTURER OR OTHER VENDOR WARRANTY ASSIGNED TO BUYER UNDER SECTION 8 HEREOF.

13. Seller's Property. Unless otherwise expressly stated in the Quotation, all facilities, materials, components, tooling, molds, jigs, dies, patterns, fixtures, equipment and related items used in the manufacture of Products belonging to Seller must be reasonably cared for by Buyer.. Buyer shall not have any rights in or to any of Seller's property, including, without limitation, any option to purchase such property.

14. Information and Documentation. Seller shall only be responsible to provide Buyer with such information, disclosures, warnings, labels, instructions and other documentation made available to it by the manufacturer of the Product(s), as well as any documentation concerning (a) Products and their ingredients, materials and components, (b) the shipping, handling, delivery, use and disposal of such Products, ingredients, materials and components, and (c) any import, export, customs, rules of origin, tax or related matters, as are, in each such case, reasonable under the circumstances and specifically identified by Buyer to Seller in writing. Buyer shall reimburse Seller for any cost to Seller of providing any such information, disclosures, warnings, labels, instructions and other documentation.

15. Compliance. Buyer shall be solely responsible for compliance with any federal, state or local or laws, rules, regulations and ordinances or any industry standards that may be applicable to the Products.

16. Disclaimer. Unless otherwise expressly stated in the Quotation, in no event shall any Product or Product component be used on any safety critical applications and Buyer should, in all cases, consult its own experts regarding susceptibility for embrittlement.

17. Proprietary Materials. Seller shall have and retain all rights, title and interest, including all intellectual property rights, in and to all Products and associated materials, including, without limitation, all related reports, specifications, drawings, designs, computer programs

and any other property, tangible or intangible, owned by Seller in connection with or under the Contract (“Proprietary Materials”). No Proprietary Materials created by Seller in connection with or pursuant to the Contract shall be considered “works made for hire” as that term is used in connection with the U.S. Copyright Act. Buyer shall not have any license to use any intellectual property rights of Seller except to the extent expressly agreed to in a separate license agreement mutually agreed in writing between Seller and Buyer. Buyer may not in any way use Seller’s trademarks, logos or name on any Products, publications or advertisements without Seller’s prior written consent.

18. Service and Replacement Parts. Unless otherwise expressly stated in the Quotation, Seller shall not have any liability or obligation to fulfill Buyer’s and its customer’s requirements for service and replacement parts except as specifically agreed in writing by Seller, at the prices and for such term as are set forth in such writing.

19. Confidentiality.

A. Buyer acknowledges and agrees that Seller may provide to Buyer certain technical, business or financial information of Seller (“Confidential Information”). Buyer shall maintain Confidential Information in the same manner in which it protects its own confidential information of like kind, but in no event shall Buyer take less than reasonable precautions to prevent the unauthorized disclosure, publication, dissemination or use of the Confidential Information. For purpose of clarification and without in any way limiting the foregoing, the Contract (including, but not limited to, any pricing terms) shall be considered Confidential Information.

B. Buyer may not, without the prior written consent of any authorized representative of Seller, directly or indirectly disclose any Confidential Information to any third party or directly or indirectly use, exploit, copy or summarize any Confidential Information in any way except as necessary for the performance of its duties and obligations pursuant to this Agreement. Notwithstanding the foregoing, Buyer may disclose the Confidential Information to the extent required by a valid subpoena, court order or other valid legal process so long as Buyer promptly advises Seller of its receipt of such subpoena, court order or other legal process with sufficient time to obtain a protective order to prevent the disclosure.

C. “Confidential Information” does not include information that (i) is now or subsequently becomes generally available to the public through no fault of Buyer; (ii) is independently developed by Buyer without the use of or reference to any Confidential Information; or (iii) Buyer rightfully obtained from a third party who had the right to disclose the information.

D. Upon termination of the Contract, Buyer shall, at Seller’s sole option, either destroy or return the Confidential Information to Seller and shall not use the Confidential Information for its own, or any third party’s, benefit. Upon Seller’s request, an officer of Buyer shall certify in writing under penalty of perjury that Buyer has complied with the provisions of this Section 14 (d).

E. Buyer hereby acknowledge that, due to the unique nature of the Confidential Information, the unauthorized disclosure or use of such Confidential Information, will cause irreparable harm and significant injury for which monetary damages may be difficult to ascertain and will not be adequate. Accordingly, in such event, Seller shall be entitled to seek immediate injunctive relief and to an order compelling specific performance, without a requirement to post bond, as well as the recovery of direct damages, which shall include reasonable attorneys’ fees, but which shall not otherwise include indirect, special or consequential damages.

20. Force Majeure. Seller shall not be liable for any delay or failure to perform if such delay or failure to perform is caused by circumstances not wholly in its control, including without limitation: earthquakes, lightning, storms, floods, tropical weather systems, disease or virus outbreaks, pandemics, or other acts of God of any kind; acts of public authority; governmental acts or orders, riots or other public disturbances; strikes, lockouts, work stoppages or other labor or industrial disturbances of any kind; power failures; failure of Buyer to provide information reasonably requested by Seller or to provide adequate containers; wars; blockages; quarantine restrictions; embargoes; insurrections; epidemics; fire; civil disturbances; explosions; partial or entire failure of production facilities or supplies; inability to obtain transpiration; change in cost or availability of raw materials, components or services based on market conditions, supplier actions or contract disputes; or change in any Laws. During any such delay or failure to perform by Seller, Seller’s obligations under the Contract shall be suspended and Seller shall not have any obligation to provide Buyer with Products from other sources or to pay or reimburse Buyer for any additional costs to Buyer of obtaining substitute Products. Seller may, during any period of shortage due to any of the above circumstances allocate its available supply of Products among itself and its customers in any manner that Seller deems fair and reasonable in its sole discretion.

21. Excess Order Quantities. Seller shall not be liable for failure to perform where Buyer requires, in any calendar month, more than 120% of the planned shipping quantity and Buyer agrees to reimburse Seller for overtime and other costs incurred due to Buyer requiring more than 100% of the stated production capacity in any calendar month

22. Assignment. The Contract shall not be assigned in whole or in part by Buyer without the prior written consent of Seller.

23. Dispute Resolution and Arbitration.

(a) Without limitation to any termination right set forth in this Contract, in the event of any dispute arising out of this Contract,

the parties shall engage in mediation in an effort to resolve the dispute. In the event that the parties do not agree to the resolution of the dispute following mediation, such dispute shall be resolved by binding arbitration pursuant to Section 23 (b).

- (b) To the extent not resolved pursuant to Section 23 (a), any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in [Bergen County, New Jersey] before one arbitrator. The arbitration shall be administered by AAA. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The prevailing party in any arbitration proceeding shall be entitled to its attorneys' fees and costs.

24. Injunctive Relief. In the event that either party seeks injunctive relief, the arbitration process set forth in this Contract shall not apply to any proceedings with respect to the injunctive relief sought, and either party may commence any proceeding for injunctive relief in any court of equity with jurisdiction over this case. The prevailing party in a proceeding for injunctive relief shall be entitled to its attorneys' fees and costs.

25. Non-Solicitation. During the duration of this Contract and for a period of one (1) year thereafter (the "Post-Termination Non-Solicitation Period"), Buyer shall not, directly or indirectly engage in Solicitation Activities. "Solicitation Activities" is defined as directly or indirectly encouraging, soliciting, or inducing, or in any manner attempting to encourage, solicit, or induce, any person or entity (a "Person") employed by, or providing goods and/or services to, any Seller, to terminate such Person's employment or provision of goods and/or services (or in the case of a person or entity providing goods and/or services to Seller, materially reducing such goods and/or services) with the, or hiring any such Person. Seller acknowledges and agrees that if it violates any of the provisions of this Section 25, the running of the Post-Termination Non-Solicitation Period will be extended by the time during which it engages in such violation(s).

26. Import/Export Controls. Buyer acknowledges and agrees to observe and adhere to the relevant national import and/or export control regulations applicable to its importation of goods from Seller and its exportation of goods to its customers, if applicable.

27. Social Responsibility; Anti-Corruption. Buyer shall ensure that its working conditions are healthy and safe. Buyer shall pay its employees the legally required minimum wage in accordance with applicable laws and regulations. Buyer shall not engage in child labor Seller shall dispose of hazardous or dangerous waste in an environmentally safe, responsible and legal manner. Buyer shall at all times exercise best efforts to comply with all applicable Laws.

28. Governmental Contracts. Buyer shall provide written notice to Seller of (i) whether the Products will be used by Buyer to satisfy any agreement between Buyer or Buyer's customer(s) with any governmental entity and (ii) whether Buyer and/or Seller are subject to any applicable Laws or requirements by virtue of such sale of Products (or products incorporating the Products) by Buyer or its customers' to such governmental entity. In the event that Buyer fails to so notify Seller prior to Seller's agreement to sell such Products to Buyer, Buyer shall indemnify and hold harmless Seller from any costs attributable to complying with such applicable Laws or requirements.

29. Waiver. Waiver by Seller of any of the terms or conditions of the Contract shall be effective only if in writing and signed by Seller, and shall not constitute a waiver of such terms as to any subsequent events or conditions, whether similar or dissimilar. No course of dealing or custom in the trade shall constitute a modification or waiver by Seller of any right.

30. Survival. These Terms and Conditions shall survive and continue in full force and effect following the expiration, cancellation or termination of any Contract.

31. Notices. Any notices which may be required to be given under the Contract shall be in writing and may be made personally or sent by first class mail, certified mail or by a nationally recognized overnight courier. Notices shall be deemed to be received (a) in the case of personal delivery, when such personal delivery is made; (b) in the case of delivery by first class mail or certified mail, on the earlier of three (3) business days after the post-mark date or upon receipt; and (c) in the case of delivery by nationally recognized overnight courier, upon notice of delivery by such courier. Notices to Buyer shall be sent to the address set forth for Buyer on the Quotation.

32. Entire Agreement. These Terms and Conditions and any other terms and conditions, attachments, exhibits or supplements expressly referenced on the face of the Quotation, constitute the entire agreement and Contract between Seller and Buyer with respect to the matters contained herein and therein and supersede all prior oral or written representations and agreements. Except as otherwise provided in these Terms and Conditions, the Contract may only be modified by a written agreement signed by Seller.

33. Governing Law; Jurisdiction; Venue. Each Contract and any other documentation between Seller and Buyer for the Products shall be governed by the internal laws of the State of New Jersey without regard to any applicable conflict of laws provisions. The United Nations Convention on the International Sale of Goods is expressly excluded. Buyer consents to the exclusive jurisdiction of the Courts of the

State of New Jersey, County of Bergen and the United States District Court for the District of New Jersey for any action or proceeding arising out of, or in connection with, each Contract and any other documentation between Seller and Buyer for the Products. Buyer specifically waives any and all objections to venue in such courts.

Revised: October 2020