

**WURTH USA, INC.**  
**PURCHASE ORDER TERMS AND CONDITIONS**

1. **Offer and Acceptance.** The purchase order (“Purchase Order”) incorporating these Purchase Order Terms and Conditions (as amended from time to time in accordance with Section 29 hereof, “Terms and Conditions”) is an offer by Wurth USA, Inc. or its applicable affiliate identified on the Purchase Order (“Buyer”) to the party to whom the Purchase Order is addressed (“Seller”) to enter into the agreement it describes, including, without limitation, to purchase the materials, goods, or services (collectively, “Products”) identified in such agreement and it shall be the complete and exclusive statement of such agreement (“Agreement”) between Buyer and Seller. Seller will be deemed to have accepted Buyer’s offer and this Agreement in its entirety, without modification, upon the earliest of (a) Seller’s acceptance via a formal written acknowledgment to Buyer, (b) Seller’s delivery of any Products that are the subject of this Agreement or (c) any other conduct by Seller that recognizes the existence of this Agreement, including, without limitation, preparation for or commencement of any of the work stated in the Purchase Order. Acceptance is expressly limited to these Terms and Conditions and such other terms and conditions as are expressly referenced on the face of the Purchase Order. **Any additions or modifications proposed by Seller are expressly rejected by Buyer and are not part of this Agreement in the absence of an agreement in writing signed by an authorized representative of Buyer.** In no event shall a Purchase Order constitute an acceptance of any offer or proposal made by Seller, whether in Seller’s quotation, acknowledgement, invoice or otherwise.

2. **Purchase.** By accepting Buyer’s Purchase Order, Seller agrees to fill the order.

3. **Order Procedure.** Time and quantity of delivery are of the essence in this Agreement. Orders must be delivered on time, in the quantities ordered and at the prices specified, and Seller is responsible for the costs of delivery and all consequential damages arising from delays. Buyer may occasionally provide estimates or forecasts of demand, but they are not binding, and Buyer is only required to purchase what it specifically orders. Unless otherwise agreed, Buyer shall not be required to purchase Products exclusively from Seller. Buyer may accept late deliveries without waiving any of its rights.

4. **Specifications.**

(a) The Products and their packaging must conform to Buyer’s strict Specifications and presented in a manner compliant with Buyer’s Corporate Design branding standards. If packaging is found to be out of compliance with Corporate Design Standards, the Seller shall absorb the cost of reprinting or reproducing. Unless otherwise specifically agreed, Date codes (for Products that require them) must be in the “YYDDDD” format (“Date-Code”) in which the first two-digits represent the year of production and the last three digits represent the day of the year on which the Product was manufactured. The Date-Code must be placed on the Product in a location acceptable to Buyer that is: (i) separated from any other coding or information on the label or the Product, such as an expiration or “best used by” date, a batch code, etc.; and (ii) readily observable without

irreversibly disassembling or removing any portion of the Product container or packaging.

(b) Upon request, Seller shall provide Product samples, accessory items, and packaging (“Samples”) in accordance with the Specifications. Buyer will inspect the Samples and notify Seller of changes, as determined by Buyer in its sole discretion, that need to be made before production and/or packaging of Products may be commenced. The final Samples approved in writing by Buyer shall supplement the Specifications.

(c) If Seller plans to discontinue any Product or deviate from the Specifications of any Product at any time during the period that such Product is covered by a current Purchase Order or within one (1) year after final delivery of such Products under a Purchase Order, Seller shall notify Buyer in writing at least 180 days in advance of such proposed discontinuance, change or deviation. Seller will cooperate with Buyer during such 180 day period to provide Buyer with such quantities of the current Product as Buyer may determine is necessary to fill Buyer’s current and future requirements for such current Products.

(d) Seller agrees to keep a safety stock of products on hand in the United States in a volume or amount that would satisfy at least at least 2.5 months of forecasted demand or 2.5 times the initial order quantity/amount, whichever is greater.

5. **Packaging, Enclosures, and Marking.**

(a) All packaging shall strictly conform to the Specifications. Packaging must be designed to withstand shipment without damage to the Products. If Seller prepares the content of the packaging, it must be able to substantiate the content and demonstrate compliance with all applicable laws.

(b) Unless otherwise directed, each delivered container must be labeled and marked to identify its contents without the necessity of opening any such container, and all boxes and packages must contain packing sheets listing contents. Buyer’s Purchase Order number must appear on all shipping containers, packing sheets, delivery tickets, and bills of lading. Seller must guarantee quantities marked in boxes are 100% accurate.

(c) Seller agrees that it shall not use Buyer’s packaging except for the manufacture and/or distribution of the Products covered by this Agreement. Buyer has no obligation to mark such packages with information concerning Seller’s intellectual property rights, if any.

(d) Seller shall not provide to Buyer any package or packaging component containing any mercury, cadmium, lead, or hexavalent chromium subject to the provisions of “toxics in packaging” Laws.

6. **Shipment, Delivery and Title.** Except as otherwise expressly provided in any Purchase Order, shipment of all Products shall be DDP Buyer’s designated location (per Incoterms 2010). Title and risk of loss will transfer to Buyer upon delivery.

7. **Nonconforming Products.**

(a) If the Products fail to meet Buyer’s Specifications, Buyer, at its sole opinion, may demand a refund of any amounts

paid. Buyer may also return the non-conforming Products at Seller's expense, demand replacement Products, or keep the non-conforming Products at a reasonably reduced purchase price no matter when the non-conformity is discovered and whether Buyer inspects the Products. If non-conforming Products are received by Buyer, Seller shall reimburse Buyer's costs, expenses and damages in connection with the nonconforming Products. Seller acknowledges that Buyer has no obligation to perform incoming inspections of Products, and that Buyer's acceptance, inspection, or failure to inspect does not relieve Seller of any of its obligations under this the Agreement.

(b) Nonconforming Products that will be replaced will be held by Buyer for disposition in accordance with Seller's written instructions at Seller's risk and expense. Seller's failure to provide written instructions within ten (10) days (or such shorter period as may be commercially reasonable under the circumstances) after notice of nonconformity shall entitle Buyer, at Buyer's option, to charge Seller for storage and handling, or to dispose of the Products without any liability of Buyer to Seller.

#### 8. **Quality Testing and Inspection.**

(a) Seller agrees that it shall establish and maintain best industry practices and standards with respect to test and inspection procedures to ensure the Products conforms to the requirements of this Agreement, including without limitation, all Specifications. Seller shall maintain and provide copies upon request to Buyer of test documentation that accurately measures and ensures such conformance with Buyer's safety standards and compliance with industry best practices. Seller shall also maintain, and provide copies to Buyer, if requested, of test process instructions that accurately measure the testing results and processes and ensure such conformance. If Seller becomes aware of any defects in its Products, it must immediately notify Buyer in writing and replace the defective Products at Seller's sole expense.

(b) Buyer shall have the right to inspect and test any Product at any time through the Products' ultimate destination. Non-conforming Products identified by such inspections shall be handled in accordance with section 7 herein.

9. **Compliance with Laws.** Seller agrees to comply with all applicable laws, including laws that prohibit child labor and human trafficking, and laws which govern the labeling of Products containing hazardous substances. Seller and its subcontractors must also comply with Buyer's Supplier Code of Conduct.

10. **Prices, Invoices and Payment Terms.** Except as otherwise expressly provided in the Purchase Order, payment terms for all products will be agreed upon by Buyer and Seller. Prices will be fixed during the term of the Purchase Order and may not be increased for any reason, will include applicable taxes and duties, and will be at least as favorable to Buyer as prices extended to all other buyers of like quantities of the Products. General price increases shall not be binding on Buyer unless evidenced by a Purchase Order amendment issued and signed by Buyer upon at least ninety (90) days' advance written notice. Wurth USA requires at least ninety (90) days' notice of a price change regardless of whether a Purchase Order is issued.

Where Seller has entered into a Payment Services Agreement ("PSA") with Buyer's affiliate, Wurth Group of North America, Inc., for the processing of payments, the payment terms of the PSA shall control over any conflicting terms specified herein. Seller must also agree specifically in writing to Wurth USA's payment terms.

11. **Amendments.** Terms and the Agreement may not be amended unless Buyer agrees in writing to such amendments. However, Buyer may amend the Specifications and logistical arrangements at any time. Seller agrees to make promptly any such change. Any such change shall be deemed not to affect time for performance or cost unless (i) Seller notifies Buyer in writing of an adjustment claim (accompanied by all supporting documentation) within ten (10) calendar days after Seller receives notice of such change, and (ii) Buyer approves the adjustment in writing.

#### 12. **Warranties.**

(a) Seller acknowledges that Seller knows of Buyer's intended use of the Products. Seller warrants that the Products meet the Specifications; are merchantable, fit, suitable and safe; and do not infringe on any patent or trademark rights. Seller also warrants that the Products are provided free and clear of any liens. Seller further agrees to extend to Buyer and Buyer's customers any applicable product warranties.

(b) All warranties contained in this Agreement shall survive any delivery or provision of Products, or inspection or acceptance of such Products, or payment therefore by Buyer, or termination of the Agreement. The warranties under this Section will be effective for the longer of (i) the period provided by applicable Law, (ii) the warranty period provided by Buyer to its applicable customer(s), or (iii) two (2) years from the final inspection of the relevant Product; provided, however, in the case of any recall campaign or other customer satisfaction or corrective service action undertaken by Buyer or its customers, the warranty shall continue for such time period as may be dictated by Buyer's customer or the federal, state, local or foreign government where the Products are used.

(c) Seller shall repair any defects or replace defective or non-conforming products during the applicable warranty period at Seller's cost and expense (including, without limitation, for all parts, labor and transportation costs) immediately after being notified of any such defect or defects by Buyer.

(d) THE WARRANTIES AND REMEDIES CONTAINED IN THIS AGREEMENT ARE INTENDED TO SUPPLEMENT AND NOT REPLACE THE WARRANTIES AND REMEDIES PROVIDED BY THE UNIFORM COMMERCIAL CODE AND SHALL NOT BE DISCLAIMED OR LIMITED IN ANY WAY.

#### 13. **Indemnification.**

(a) To the fullest extent permitted by applicable law, Seller agrees to indemnify, defend and hold Buyer harmless from any and all claims related to the Products, no matter the type of claim, as well as all expenses, fees, attorneys' fees, and penalties ("collectively, Claims").

(b) For the avoidance of doubt, this indemnification obligation requires Seller to pay any judgments against Buyer resulting from any Claim, any court costs of Buyer in

connection with any Claim, and any reasonable legal fees and disbursements incurred by Buyer in Buyer's defense of any Claim. Buyer will have the sole and exclusive right to conduct the defense of any Claim at Seller's sole expense.

14. **Insurance.** Seller shall, at its own cost and expense, during the term of the Agreement and for a period of five (5) years after the date of Seller's last shipment of Products under the Agreement, purchase and maintain the following insurance written by an insurer acceptable to Buyer and which is licensed to conduct business in the United States. Such insurer shall have a minimum A.M. Best Rating of A-X or a minimum Standard & Poor's rating of A.

(a) General Insurance.

- (i) Commercial General Liability, Premises Liability, Products/Completed Operations Liability, Blanket Contractual, with coverage written on an occurrence form, including minimum policy limits of \$3,000,000, per occurrence.
- (ii) Workers Compensation, including Employer's Liability (or local equivalent), written on an occurrence form, with minimum policy limits of \$500,000, per occurrence.
- (iii) Product Liability Insurance, which shall be written on an occurrence form, with minimum policy limits of \$5,000,000, per occurrence and it shall include the following extensions: blanket contractual coverage, a severability of interest clause and, if Seller is a non-U.S. entity, coverage shall extend to suits and/or claims made in the United States.
- (iv) Commercial Umbrella Liability Policy, with a minimum policy amount of \$5,000,000.

(b) All of Seller's required insurance: (i) shall name Buyer as additional insureds, (ii) shall contain provisions that Seller's insurers shall have no right of recovery or subrogation against Buyer, (iii) shall be primary to, and shall receive no contribution from any other insurance maintained by, on behalf of, or benefiting Buyer, (iv) shall provide that thirty (30) days' written notice shall be given to Buyer prior to any material change in, or cancellation of, such insurance policies and (v) shall not contain a punitive damage exclusion.

(c) Seller shall furnish Buyer with certificates of insurance evidencing the coverages and minimum limits set forth above, including those of any subcontractor, prior to or concurrent with the inception date of the Agreement, during the term of the Agreement, and for a period of five (5) years after the date of Seller's last shipment of Product under the Agreement. Failure of Seller to secure the required coverages and minimum limits, or the failure to supply certificates of insurance properly evidencing such coverages and minimum limits shall in no way relieve Seller of its obligations herein. Seller shall, upon request from Buyer, supply Buyer with certified copies of the required insurance policies. For the avoidance of doubt, Seller hereby agrees and acknowledges that it shall provide certificates of

insurance evidencing the above requirements to Buyer (i) prior to or concurrently with the execution of this Agreement, (ii) within 10 days of each twelve (12) month anniversary of the date of this Agreement, (iii) within 10 days of any required changes to any coverage under this Section 10, and (iv) as reasonably requested by Buyer from time to time.

(d) Buyer, in its sole discretion, reserves the right to require additional coverage from time to time reasonably consistent with the use of the Products and the area(s) in which they are distributed.

15. **Confidentiality.**

(a) Seller acknowledges and agrees that during the term of the Agreement, Seller may have access to certain Confidential Information (as defined herein). Seller acknowledges and agrees that it will not, without the prior written consent of Buyer, 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 in performing Seller's duties and obligations as required by this Agreement. If requested by Buyer, Seller shall require its employees to execute confidentiality agreements prohibiting use or disclosure of Confidential Information.

(b) "Confidential Information" means all information (regardless of medium) that is disclosed or otherwise made available to Seller by Buyer or its representatives or subcontractors either before, during or after the termination of this Agreement and that concerns Buyer, its customers, or the business, programs and Products covered by this Agreement, including without limitation, pricing and other terms of this Agreement; software programs; computer codes; software documentation; methodology documentation; design concepts, blueprints, specifications, and engineering data; manufacturing, packaging and shipping processes and technology; reference manuals; any knowledge, data, or records concerning the operations, policies, procedures, personnel matters, finances, business and marketing plans, strategic and/or operational plans, company contracts or any other information relating to the ownership or operation of Buyer and any of its affiliates; and any and all information, knowledge, data or records concerning any officer, director, owner, shareholder, employee, agent, representative, consultant, client or customer of Buyer.

(c) Confidential Information does not include information that: is now or subsequently becomes generally available to the public through no fault of Seller; Seller can demonstrate was rightfully in its possession prior to disclosure by Seller; is independently developed by Seller without the use of or reference to any Confidential Information; or Seller rightfully obtained from a third party who had the right to disclose the information. Confidential Information is, and shall remain, the property of Buyer. At the conclusion of Seller's duties and responsibilities as required by this Agreement, Seller shall return and/or destroy, at Buyer's option, all originals and any copies of any Confidential Information in any medium.

16. **Ownership, Proprietary Rights.**

(a) Seller warrants that the Products are original to Seller, and are not owned by other parties.

(b) All Products and/or other deliverables are owned by Buyer and not by Seller. Seller agrees that all works of original authorship created by Seller in connection with this Agreement are “works made for hire” as that term is used in connection with the United States Copyright Act. To the extent that, by operation of law, Seller owns any intellectual property rights in any of the Product and/or other deliverables, Seller hereby assigns to Buyer all rights, title and interest, including copyrights and patent rights in such Product and/or deliverables.

(c) Seller grants to Buyer a worldwide, nonexclusive royalty-free, irrevocable license to repair and have repaired, to reconstruct and have reconstructed, to make or have made the Products ordered under this Agreement. Seller assigns to Buyer all right, title and interest in and to all trademarks, copyrights and industrial design rights in any material created for Buyer under this Agreement. Seller agrees that technical information and data furnished to Buyer in connection with this Agreement are disclosed on a non-confidential basis.

**17. Seller’s Financial Condition.** Upon request, Seller will provide Buyer with its current financial statements, and warrants the truth and accuracy of same. Buyer agrees to secure Seller’s financial statements and keep them confidential. Buyer will keep confidential all financial information so disclosed by Seller.

**18. Termination.**

(a) Upon written notice to Seller, Buyer may immediately terminate this Agreement, without any liability to Seller, in the event of the happening of any of the following or any other comparable event: (i) the insolvency of Seller; (ii) the filing of a voluntary or involuntary petition in bankruptcy by or against Seller; (iii) the appointment of a receiver or trustee for Seller; or (iv) the execution of an assignment for the benefit of creditors of Seller.

(b) Upon written notice to Seller, Buyer may immediately terminate all or any part of this Agreement, without any liability to Seller, if Seller (i) repudiates, breaches, or threatens to breach any of the terms of this Agreement, including Seller’s warranties, (ii) fails to perform or threatens not to provide or deliver Products in accordance with the provisions of this Agreement; or (iii) fails to assure timely and proper completion or delivery of Products.

(c) In addition to any other rights of Buyer to terminate this Agreement, Buyer may immediately terminate all or any part of this Agreement, with or without cause, at any time and for any reason, by notifying Seller in writing. Upon receipt of notice of termination pursuant to this subsection (c), Seller, unless otherwise directed in writing by Buyer, shall terminate immediately all work under the Agreement. Upon such termination, Buyer’s sole obligation shall be to purchase finished Products that have already been ordered, committed or committed to safety stock prior to such date of termination. Buyer shall not be liable for any claims related, in any way, to Buyer’s termination.

(d) The obligations of Seller to Buyer under this Agreement shall survive termination of this Agreement, except as otherwise expressly stated in this Agreement.

**19. Netting, Setoff and Recoupment.** Buyer has a right of offset, and any amounts due to Seller shall be net of any amounts owing by Seller to Buyer.

**20. Buyer’s Property.**

(a) If Buyer pays for any of Seller’s equipment and supplies (e.g., molds, tools, designs or blueprints), Buyer owns it. Seller is responsible for such equipment and any other property owned by Buyer that is in its possession.

(b) When permitted by law, Seller waives any lien or other rights that Seller might otherwise have on or with respect to any Buyer’s Property for work performed on such property, for the purchase price of any goods or services or otherwise. Seller’s failure to deliver any item of Buyer’s Property to Buyer (or its agent) at the end of the bailment, as directed by Buyer, will (i) be a breach of this Agreement, and (ii) subject Seller to liability for, among other things, conversion and responsibility for all costs and expenses, including actual attorneys’ fees, incurred by Buyer to recover such Buyer’s Property.

**21. Books and Records.** Seller agrees to retain all books, records, certifications, reports and other documents and data related to this Agreement, Seller’s performance under this Agreement and all Products under this Agreement for a period equal to the longer of (i) the life of the applicable Product, (ii) the period required by applicable Law, and (iii) three (3) years after receiving final payment from Buyer under this Agreement. Seller shall make all such items available for inspection by Buyer within five (5) business days of a request for inspection by Buyer.

**22. Customs, Export.** Seller is responsible for all customs compliance and payment of duties. Seller is responsible for any incorrect information provided by Seller or any non-compliance with the U.S. Customs Regulations by Seller that results in penalties and/or additional duties for Buyer. Seller agrees to adhere to all security procedures required by the Customs-Trade Partnership Against Terrorism (C-TPAT). Seller shall share with Buyer any audit or inspection information related to C-TPAT inspection and/or validation at Seller’s location.

**23. Force Majeure.** Any delay or failure of Seller or Buyer to perform its respective obligations under this Agreement will be excused if, and only to the extent that, the party is unable to perform specifically due to an event or occurrence beyond its reasonable control and without its fault or negligence, such as: acts of God; restrictions, prohibitions, priorities or allocations imposed or actions taken by a governmental authority; embargoes; fires; explosions; natural disasters; riots; wars; sabotage; or inability to obtain power. Force majeure does not include lockout, strikes or labor disputes, shortage of labor, lack of or inability to obtain raw materials, fuel or supplies or any other industrial disturbance. The nonperforming party shall notify the other party in writing of the cause and anticipated duration of any such delay promptly and in any event within one full business day after the occurrence of the event giving rise to the delay. If Seller is unable to perform for any reason, Buyer may purchase Products from other sources and reduce its purchases from Seller accordingly without any liability of Buyer to Seller.

**24. Independent Contractor.** The relationship of Buyer and Seller under this Agreement is and will at all times be that of

independent contractors, and no agency, partnership, joint venture or other similar relationship is intended or created hereby.

**25. No Use of Buyer's Name.** Seller shall not at any time use Buyer's name or any Buyer trademark(s) or trade name(s) in any advertising or publicity without the prior written consent of Buyer.

**26. Assignments and Subcontractors.**

(a) Seller may not assign or delegate any of its rights or obligations under this Agreement without prior written consent from Buyer. Buyer may assign its rights and obligations under this Agreement at any time, without Seller's prior written consent.

(b) Seller acknowledges and agrees that it is not permitted to subcontract the performance of any part of the Agreement without the prior written approval of Buyer. If Buyer consents to Seller's subcontracting of any of Seller's duties under the Agreement, Seller will ensure that the subcontractor agrees to be bound by all of the terms and conditions of the Agreement, including, without limitation, by ensuring Buyer has access to such subcontractors' facilities to the extent Buyer has access to Seller's facilities hereunder. The subcontracting of any work hereunder shall not relieve Seller of its obligations hereunder.

**27. Severability; Waiver; Construction.**

(a) If any term, covenant or condition of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held to be invalid or unenforceable, then the remainder of this Agreement, or the application of such term, covenant or condition to Parties or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

(b) The failure or delay of either party to enforce, at any time or for any period of time, any provision of this Agreement or any right or remedy available hereunder or at law or equity shall not be construed to be a waiver of such provision or of any available right or remedy. In addition, no single or partial exercise of any right, power or privilege hereunder shall preclude the enforcement of any further exercise or exercise of any right, power or privilege hereunder.

(c) The various section headings are inserted for purposes of reference only and shall not affect the meaning or interpretation of this Agreement or any provision thereof.

**28. Notices.** All notices required by this Agreement shall be in writing. Notices in writing shall be sufficient if mailed by Buyer to Seller at whatever address Buyer has for Seller.

**29. Entire Agreement; Modifications.**

(a) This Agreement sets forth the entire understanding between the parties with respect to the subject matter herein, and supersedes and replaces the terms of any and all prior discussions, agreements or understanding between the parties. There are no covenants, promises, agreements, warranties, representations, conditions or understandings, either oral or written, between the parties with regard to the subject matter herein other than as set forth in this Agreement.

(b) Buyer may modify these Terms & Conditions, at any time, by written notice to Seller. Such revised Terms & Conditions shall apply to all Purchase Orders and Purchase Order amendments issued on or after the effective date thereof. Seller shall review Buyer's internet website and the Terms & Conditions periodically. Other than as provided by this Agreement, this Agreement may not be modified or amended except by a written agreement signed by the parties.

**30. Governing Law; Jurisdiction; Venue.**

(a) This contract shall be governed and construed in accordance with the laws of the State of New Jersey excluding its conflict-of-law principles, and all claims relating to or arising out of this contract, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of the State of New Jersey, excluding its conflict-of-law principles. The provisions of the United Nations Convention on Contracts for the International Sale of Goods is excluded.

(b) The parties further agree that any disputes and claims that the parties cannot amicably resolved will be settled through binding arbitration, though either party may bring a lawsuit for specific performance or injunctive relief. The arbitration proceeding will be held in Bergen County, New Jersey, and conducted by a single arbitrator under the rules of the American Arbitration Association. The decision and award, if any, will be final, binding, and not subject to judicial review. The costs of arbitration shall be borne by the party that incurs them, and the arbitration and arbitrator fees will be shared evenly by the parties.

**31. Cumulative Remedies.** The rights and remedies reserved to Buyer in this Agreement shall be cumulative with, and additional to, all other or further remedies provided in law or equity.

**32. Limitation on Actions.** Buyer and Seller agree that the period of commencement on any action, suit or legal proceedings by Seller related to this Agreement or to any default or alleged default hereunder, must be commenced by Seller within one (1) years from the date of the event giving rise to the claim.

**33. Waiver of Jury Trial; Dispute Resolution.**

(a) BUYER AND SELLER EACH KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER DOCUMENT PERTAINING TO THIS AGREEMENT.

(b) The parties further agree that any disputes and claims that the parties cannot amicably resolved will be settled through binding arbitration, though either party may bring a lawsuit for specific performance or injunctive relief. The arbitration proceeding will be held in Bergen County, New Jersey, and conducted by a single arbitrator under the rules of the American Arbitration Association. The decision and award, if any, will be final, binding, and not subject to judicial review. The costs of arbitration shall be borne by the party that incurs them, and the arbitration and arbitrator fees will be shared evenly by the parties.