

Terms and Conditions

Sale of any Products or Services (as defined below) is expressly conditioned on the agreement of the undersigned (“Buyer”) assent to these terms and conditions of sale herein (“Terms and Conditions”). Onboard Systems Hoist and Winch, a Signia Aerospace Company, (“Company”) expressly objects to any additional or different terms proposed by Buyer. No form, terms and conditions or purchase order from Buyer shall modify these Terms and Conditions, nor shall any course of performance, course of dealing, or usage of trade operate as a modification or waiver of these Terms and Conditions. Any order to purchase Products or receive Services shall constitute Buyer’s assent to these Terms and Conditions.

1. Definitions.

“**Contract**” means either the agreement signed by both parties, or the purchase order signed by Buyer and accepted by Company in writing, for the sale of Products, together with these Terms and Conditions, Company’s final quotation, the agreed scope(s) of work, and Company’s order acknowledgement. In the event of any conflict, the Terms and Conditions shall take precedence over other documents included in the Contract.

“**Contract Price**” means the agreed price stated in the Contract for the sale of Products, including adjustments (if any) in accordance with the Contract.

“**Products or Services**” means the equipment, parts, materials, supplies, and other goods or services Company has agreed to supply to Buyer under the Contract.

2. Delivery and Shipping Terms.

a. Company shall deliver and make the Products available to Buyer at Company’s facility. Buyer shall pay all delivery and transportation costs and charges or pay Company’s standard shipping charges plus handling. Partial deliveries are permitted.

b. Delivery times are approximate and are dependent upon prompt receipt by Company of all information necessary to proceed with the work without interruption.

c. US Domestic Transactions are quoted EXW Company’s premises (Incoterms 2020). International Shipments are delivered FCA Company’s premises (Incoterms 2020). Title and risk of loss shall pass to Buyer when Company makes goods available to Buyer at Company’s facility. Risk of loss also shall be transferred to Buyer if shipment or collection is refused due to Buyer’s act or omission.

For all transactions requiring U.S. export documentation, the goods shall be delivered in accordance with Incoterm 2020 principles established by the Company below:

Title to and risk of loss of such goods sold by Company shall pass to Buyer upon their delivery (Title Transfer Point), which shall occur at Company’s premises or at an international airport in Company’s country;

Company (or, as Company may determine, its supplier) shall be exporter of record and shall be responsible for maintaining any export documentation required for shipment out of the United States,

unless otherwise agreed upon by the parties;

Buyer shall be responsible for any import documentation and/or customs duties required for importation into the destination country;

Company and Buyer shall provide any necessary information to each other to accomplish the foregoing; and

Company shall coordinate with Buyer's designated freight forwarder, carrier, or courier in order to effect shipment from Company's facility. Buyer shall be responsible for any freight charges.

d. If any Products to be delivered under this Contract cannot be shipped to or received by Buyer when ready due to any cause attributable to Buyer, Company may ship the Products to a storage facility, including storage at the place of manufacture or repair, or to an agreed freight forwarder. If Company places Products into storage, the following apply: (i) title and risk of loss immediately pass to Buyer, if they have not already passed, and delivery shall be deemed to have occurred; (ii) any amounts otherwise payable to Company upon delivery or shipment shall be due; (iii) a fee of two percent (2%) of the value of the Products will be charged to Buyer; and (iv) when conditions permit and upon payment of all amounts due, Company shall make Products and repaired equipment available to Buyer for delivery

e. If Products delivered do not correspond in quantity, type or price to those itemized in the shipping invoice or documentation, Buyer shall so notify Company within thirty (30) days after receipt.

f. Any liability of Company for non-delivery of the Products shall be limited to replacing the Products within a reasonable time or adjusting the invoice with respect to such Products to reflect the actual quantity delivered.

3. Modification. Any modification of a purchase order requested by Buyer shall be subject to Company's express agreement. The Contract Price and delivery time shall be revised accordingly. If Company incurs extra costs due to incomplete instructions from Buyer or due to Buyer's request for changes or amendments, such extra costs shall be added to the Contract Price.

4. Cancellation.

a. Except as provided herein, no proposal or purchase order which has been accepted by Company may be cancelled or rescheduled by the Buyer without prior written agreement by both parties. Should Company agree to cancel or reschedule the purchase order, Buyer will be liable for any costs and loss of profits incurred by Company, at a minimum charge of \$250 or 15% of quoted price (whichever is greater), and up to a maximum of 100% of the purchase order value. Such costs will be paid by the Buyer as liquidated damages and not as a penalty. Company will attempt to find alternative uses whenever possible for products or materials rendered excess by a Buyer's termination, limiting the Buyer's liability to those costs which cannot otherwise be recovered. Furthermore remedies in this provision are not exclusive and are in addition to any other rights or remedies the Company may have at law or in equity.

b. Stock Products returned to Company at the request of the Buyer, for reasons other than warranty, configuration, or shipping error, are subject to prior approval by Company and inspection

upon receipt at Company. Upon return agreement, a minimum restocking fee of \$500 or 10% of price (whichever is greater) will be applied prior to the return of Products through a Company authorized and issued Return Material Authorized (“RMA”)

Buyer may return Products only at its sole cost and only with the prior written authorization of Company, subject to reasonable applicable restocking fees. No returns of special, custom, or made-to-order Products will be permitted. No returns will be permitted more than sixty (60) days after delivery. Company will be entitled to invoice Buyer for the costs of the change, even if Company agreed to proceed with the change prior to such written agreement.

5. Reservation of Ownership. Title and ownership of the Products sold to the Buyer shall remain with Company until the Contract Price thereof has been paid in full. However, all risks and obligations relating to the possession and ownership of the Products shall be assumed by the Buyer as and from the delivery of the Product.

6. Contract Price.

a. Buyer shall purchase the Products from Company at the Contract Price. Company shall thereafter notify Buyer of any price increases. In the event of a price increase, Buyer may cancel any undelivered portion of any order by written notice to Company, provided such notice is received by Company not more than thirty (30) days after Buyer’s receipt of Company’s notice of price increase. Upon cancellation, Buyer shall pay Company: (i) the Contract Price for all Products which have been completed or are in the process of completion, (ii) components or goods secured by Company from outside sources for the performance of the Contract, and (iii) special equipment procured for the performance of the Contract.

b. Prior to sending in unit for service, Buyer must remove any hardware installed on the unit that is not included in the Company’s certified configuration. Any Buyer owned property received that requires removal will incur an additional removal fee, and those items will not be re-installed. Company is not liable for any damage of Buyer owned equipment that results from the removal or return shipment, nor is Company liable for the functionality of Buyer owned equipment after removal and return shipment.

c. Expedited or delayed delivery requests outside the normal reorder lead time may be subject to expedite or delay fees.

d. Quoted lead times are in business days and begin after acceptance of order (“ACO”) and ends when the material is shipped from Company’s facility. Transportation time is not included in Company’s lead time provisions.

e. Notwithstanding the prices set forth in the provided quote, the minimum price for the Products ordered by Buyer on any one (1) purchase order shall be \$1,000.00.

f. All Contract Prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Company’s income, revenues, gross receipts, personnel or real or personal property or other assets.

7. Payment Terms.

a. For Buyers with Company credit, those that are not cash in advance buyers, terms of payment are net thirty (30) days following the date of invoice (“Due Date”) in U.S. Dollars. Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, compounded monthly. Buyer shall reimburse Company for all costs incurred in collecting any late payments, including, without limitation, reasonable attorneys’ fees and court costs. In addition to all other remedies available under these Terms and Conditions or at law (which Company does not waive by the exercise of any rights hereunder), Company shall be entitled to; (i) declare Buyer’s performance in breach and terminate the purchase order; (ii) withhold performance including, but not limited to, future shipments until all delinquent amounts and late interest, if any, are paid; (iii) deliver future shipments on a cash with purchase order or cash in advance basis; (iv) charge storage or inventory carrying fees on Products; or (v) combine any of the above rights and remedies as may be permitted by applicable law. The above remedies are cumulative and in addition to all other rights and remedies available at law or in equity, charge interest on such sum from the Due Date until the actual date of payment of such a sum, both before and after any judgment, at a rate of 1.5% per month or the highest rate permitted by law, whichever is lower.

b. If Buyer disputes any invoice or portion thereof, it shall notify Company in writing within thirty (30) days of receipt of said invoice, detail the reason for the dispute, and pay all undisputed amounts. All charges not timely disputed in writing shall be deemed to be undisputed and shall be due and payable as set forth above.

c. Money due from Buyer is not subject to deduction, withholding or set off by reason of any claim of Buyer arising out of this Contract, purchase order, sale, or any other transaction with Company, its parents, affiliates, subsidiaries or other divisions or units.

d. If Buyer is required by any law to make any deduction or withholding from any amount payable to Company, then the amount payable to Company will be increased such that after all deductions and withholdings, the amount paid to Company is equal to the amount to which Company would have been entitled under these Terms and Conditions had no deduction or withholding been required.

8. Compliance with Export Statutes and Regulations.

If the spare parts are intended for export or re-export outside the United States, the following additional provision shall apply:

a. In performing the obligations of this contract, both parties will comply with United States export control and sanctions laws, regulations, and orders, as they may be amended from time to time, applicable to the export and re-export of goods, software, technology, or technical data ("Items") or services, including without limitation the Export Administration Regulations ("EAR"), International Traffic in Arms Regulations ("ITAR"), Foreign Assets Control Regulations (as administered and enforced by the Treasury Department's Office of Foreign Assets Control), U.S. Customs Regulations, Foreign Trade Statistics Regulations (U.S. Census Bureau) and Bureau of Alcohol, Tobacco, Firearms and Explosives Regulations (U.S. Justice Dept.) (collectively, "Export Control Laws and Regulations"). Buyer agrees that it will take measures to ensure that any goods or technical data received from Company are not modified for or diverted for any use contrary to United States law, including any military application.

b. The party conducting the export shall be responsible for obtaining the required authorizations for the applicable export. The party conducting the re-export/re-transfer shall be responsible for obtaining the required authorizations. Each party shall reasonably cooperate and exercise reasonable efforts to support the other party in obtaining the necessary licenses or authorizations required to perform its obligations under any order. Neither party guarantees the issuance or continuation in effect of such authorizations and shall have no liability in such event. If the relevant goods or technical data are subject to a license or other governmental approval specifically identifying Buyer as the end-user thereof, Buyer will not, directly or indirectly, export, re-export, transfer or re-transfer such goods or technical data received from Company to any destination without Company's prior written approval unless specifically permitted pursuant to such license or approval. Buyer shall indemnify and hold harmless Company from any and all liability or other consequences arising as a result of a breach of clauses (a) or (b).

c. The party providing any Items in connection with any order shall, upon request, notify the other party of the Items' Export Control Classification Numbers ("ECCNs") as well as the ECCNs of any components or parts thereof if they are different from the ECCN of the Item at issue. Buyer shall be responsible for complying with all applicable export laws, including U.S. laws governing the export, re-export, transfer and re-transfer of U.S. origin items.

d. Items received in Violation of Export Laws: in the event that Company receives an Item from Buyer that, whether or not through Buyer's fault, is in non-compliance with economic trade sanctions, International Traffic in Arms Regulations (ITAR) or U.S. Export Administration Regulations (EAR), Company reserves the right to retain possession of such property ("quarantine"). Company shall have no responsibility or liability for, and Buyer shall indemnify and hold Company harmless against, any losses, claims, or damages incurred by Buyer or any third party resulting from Company's quarantine of such unit.

e. For shipments of Products that are deemed "routed export transactions," as that term is defined under the U.S. Foreign Trade Regulations (15 C.F.R. § 30.1) ("FTR"), Company is the U.S. Principal Party in Interest ("USPPI") and Buyer is the Foreign Principal Party in Interest ("FPPI") as defined by the FTR.

i. Pursuant to 15 C.F.R. §30.3(e), Buyer authorizes Company to act as Buyer's true and lawful agent for purposes of preparing and filing Electronic Export Information ("EEI") in the Automated Export System ("AES") in accordance with the laws and regulations of the United States, providing the Product (A) ships directly from a Company facility in the United States to Buyer's facility outside the United States, and (B) requires Company utilize Buyer's account number to pay for all associated shipping / export costs, and (C) ships via DHL Express, FedEx Express, or UPS Worldwide Express.

ii. Pursuant to 15 C.F.R. §30.3(e), if Buyer authorizes its Freight Forwarder, Buyer shall notify selected Freight Forwarder of its' obligation to act as Buyer's true and lawful agent for purposes of preparing and filing Electronic Export Information ("EEI") in the Automated Export System ("AES"). In accordance with the laws and regulations of the United States, Company will provide Buyer's selected Freight Forwarder with the information required by 15 CFR § 30.3(e)(1) for preparing and filing Electronic Export Information ("EEI") in the Automated Export System ("AES").

9. Anti-Corruption Compliance

a. Buyer acknowledges that Company conducts its business according to the highest ethical standards, seeks to avoid even the appearance of impropriety, and insists that its customers conduct their business in a similar manner. Buyer further acknowledges that its compliance with this Section 9 independently provides material consideration for the Company to enter into this Contract such that breach of this Section 9 will provide cause for immediate termination of this Contract.

b. Buyer represents, warrants, and undertakes, as appropriate, that:

i. This Contract and the relationship created hereby and Buyer's activities hereunder do not and will not violate any laws related to bribery and/or corruption, including but not limited to the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, or other similar legislation applicable to Buyer, or put Company in breach of any such laws, and further warrants that Buyer will duly observe at all times throughout the period of this Contract all applicable laws and the terms of this Contract.

ii. Neither Buyer nor Buyer's officers, directors, employees, or agents have made, or will offer to make any loan, gift, donation or other payment of anything of value, directly or indirectly, whether in cash or in kind, to or for the benefit of any officer or employee of a government agency, department, instrumentality, government-owned company, or public international organization, political candidate, political party or official thereof, or anyone acting in an official capacity for any of the foregoing (collectively, "Government Officials"), for purposes of influencing any act or decision by such person in his official capacity, inducing him to use his influence to affect, either by action or inaction, any act or decision of such government or securing any improper advantage to obtain or retain business.

iii. Company shall have no responsibility or liability for, and Buyer shall indemnify and hold Company harmless against, any losses, claims, or damages incurred by Company, Buyer or any third party resulting from any breach of this Section 9 by Buyer.

10. Warranty.

a. Company warrants that the Products and/or Services furnished under this Contract will, at the time of delivery, be free from defects in material and workmanship, and will conform substantially to the specifications, if any. The warranty period shall be thirty six months (36) for new Rescue Hoist Systems or new individual Hoists and twelve (12) months on Winches, Spares, Cables, repairs and overhauls, or remainder of warranty, whichever is greater, from the date of shipment by Company. Company undertakes, at Company's option, to (i) remedy any defects in Products or (ii) reimburse Buyer for the value of such defective Products; provided that (A) Buyer notifies Company in writing thirty (30) days following delivery in accordance with Section 2, (B) the defective Product is returned to Company, shipping charges prepaid by Buyer, and (C) Company's examination of such Product discloses to its reasonable satisfaction that defects were not caused by negligence, misuse, abuse, misapplication, accident or unauthorized repair or modification or any other cause outside the scope of this warranty. Any repair or other operation performed on the Product by a person not authorized by Company shall automatically void this warranty. This Section 10 shall constitute Company's exclusive liability and sole remedy for any and all damages resulting from defects in the Products.

b. COMPANY MAKES NO OTHER WARRANTY WITH RESPECT TO THE PRODUCTS, AND DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED,

INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

11. Limitation of Liability.

a. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

b. IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS CONTRACT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO COMPANY FOR THE PRODUCTS SOLD HEREUNDER.

c. This limitation of liability is a material basis for the parties' bargain and reflects the bargained-for allocation of risks between Company and Buyer, without which Company would not have agreed to provide the Products at the price charged.

12. Indemnification. Subject to the limitations set forth herein, Buyer will indemnify Company against any damages, liabilities, or costs finally awarded against Company or agreed to by Buyer as settlement or compromise, and Buyer will defend Company against any claim, suit, or proceeding brought against Company, relating to: (a) Company's manufacture of Products in compliance with Buyer's design, instructions, or specifications; (b) Buyer's modification or alteration of the Products; (c) Buyer's integration or incorporation of Products with other products; and (d) Buyer's breach of the Contract. Subject to the limitations set forth herein, Company will indemnify Buyer against any damages, liabilities or costs finally awarded against Buyer or agreed to by Company as settlement or compromise relating to any breach of these Terms and Conditions.

13. Adequate Assurance. Company reserves the right by written notice to cancel any order or require full or partial payment or adequate assurance of performance from Buyer without liability to Company in the event of: (a) Buyer's insolvency, (b) Buyer's filing of a voluntary petition in bankruptcy, (c) the appointment of a receiver or trustee for Buyer or (d) the execution by Buyer of an assignment for the benefit of creditors. Company reserves its right to suspend its performance until payment or adequate assurance of performance is received and also reserves its right to cancel Buyer's credit at any time for any reason.

14. Intellectual Property Rights.

a. Company shall retain sole and exclusive ownership of all right, title, and interest in and to all Company IP. As used herein, the term "Company IP" shall mean copyrights, patents and patent rights, trade secrets and trade secret rights, trademarks, design rights, or any other forms of intellectual property rights, together with all goodwill and claims appurtenant to, in the Products and any and all related materials and equipment, and any other processes, products, tools, designs, schema, models,

prototypes, software, data, documentation, specifications, methods, information, ideas, know-how, confidential information, trade secrets, inventions, or works of authorship that are owned or have been conceived, developed, acquired, or licensed by or for Company including, without limitation, all customizations, modifications and derivatives thereto and therein. Company's ownership and related rights to Company IP shall inure at creation. To the extent Company IP, for whatever reason, may vest in Buyer, Buyer (on behalf of itself and its employees) hereby perpetually and irrevocably assign to Company, without compensation, all right, title, and interest in and to Company IP and Buyer hereby irrevocably waives all rights with respect to the foregoing.

b. The Product(s) are based on technology developed solely by Company, and Company retains ownership of all Company IP rights in its Product(s). No rights, title, interest or licenses in Company IP are granted to Buyer under these Terms and Conditions. Buyer shall not use Company IP for any purpose not authorized by these Terms and Conditions, including, without limitation, to design, manufacture, repair or overhaul products, or parts therefor, to reverse engineer such products or parts, to compare such products or parts to those other than Company, or to design products or parts similar to Company's or to obtain FAA Parts Manufacturer Approval or other governmental approval to manufacture such products or parts, without Company's express prior written consent.

15. Compliance with Laws.

a. Buyer represents and warrants that it is not subject to any trade sanctions imposed by the U.S., EU and/or UN and that it is in compliance and shall comply with all applicable laws and regulations relating to trade restrictions and/or export controls (including trade sanctions imposed by the US, EU and/or UN) with respect to Products sold hereunder, and shall provide evidence of compliance with the foregoing as Company may reasonably request from time to time.

b. Buyer represents and warrants that it is in compliance and shall comply with all applicable anti-bribery and anti-corruption laws, including the U.S. Foreign Corrupt Practices Act, and has not, directly or indirectly, offered, paid, promised, or authorized the giving of money or anything of value to any government official for the purpose of influencing any act or decision of such government official. Buyer is not on, nor is Buyer associated with any organization that is on, any list of entities maintained by the United States government that identifies parties to which the sale of goods or services is restricted or prohibited.

c. Company complies with all U.S. laws directed against foreign restrictive trade practices or boycotts as embodied in the Export Administration Act of 1979 (as amended), the Tax Reform Act of 1976 and all regulations and guidelines issued hereunder. Accordingly, to the extent that any Buyer orders or other documents contain prohibited provisions, Company takes specific exception and objects to these provisions which are not in compliance with the referenced laws and regulations.

16. Termination. In addition to any remedies that may be provided under these Terms and Conditions, either party may terminate this Contract with immediate effect upon written notice to the other party, if the breaching party: (a) fails to pay any amount when due under this Contract and such failure continues for thirty (30) days after the breaching party's receipt of written notice of nonpayment; (b) has not otherwise performed or complied with any of these Terms and Conditions, in whole or in part; or (c) 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. If Company terminates this Contract, Company may suspend deliveries, and will be entitled

to cancellation charges for finished Products and work in progress that Company started to reasonably meet the delivery schedule, as well as to any quantity price adjustments reflecting volume pricing quoted for quantities ordered but cancelled due to Buyer's default, and all costs, direct and indirect, incurred or committed.

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

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

19. Confidential Information. The information contained in these Terms and Conditions and any goods, services, technical data, or other information furnished hereunder are commercial in nature and considered proprietary and business-sensitive to Company ("Confidential Information"). Neither party will disclose to a third party any information concerning this Contract, nor the prices offered to Buyer under this Contract, without first obtaining the written consent of the other party, unless required by law. This Section does not apply to information that is: (a) in the public domain; (b) known to the receiving party at the time of disclosure; or (c) rightfully obtained by the receiving party on a non-confidential basis from a third party. Upon a party's request, such other party shall promptly return all documents and other materials received from the requesting party. The requesting party will be entitled to obtain equitable relief, including a restraining order, injunction, or other similar remedy (without any requirement to post bond as a condition of such relief) for any breach or threatened breach of these Terms and Conditions. Nothing contained herein shall be construed as limiting disclosing party's right to any other remedies at law, including the recovery of damages for breach of these Terms and Conditions.

a. Buyer may make only that number of copies of Confidential Information as are necessary to fulfill its obligations under these Terms and Conditions. All copies made shall reproduce any and all restrictive legends on the original.

b. Unless otherwise agreed in writing between the parties, Buyer shall not use or disclose Confidential Information, in whole or in part, to: (i) to manufacture itself or to enable the manufacture by any third party of any Products, products similar thereto, or products derived therefrom; (ii) decompile, disassemble, decode, reproduce, redesign, or reverse engineer any Product or any components thereof (including software and other electronic files); (iii) design a new product that is similar or identical to a Product; (iv) compare a Product design with another product design; (v) obtain Parts Manufacturing Approval ("PMA") from the FAA or any foreign equivalent to the FAA on a product that competes in any way with a Product; (vi) obtain any approval (including approval from a Designated Engineering Representative ("DER") or foreign equivalent, or other government agency) to manufacture any product or perform any services, including maintenance, repair or overhaul services.

c. Nothing in these Terms and Conditions or in any order grants or confers any rights to Buyer in any Company invention, patent, copyright, trademark, mask work, know-how or trade secret.

20. Force Majeure/Excusable Delay.

a. Company shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Contract, for any failure or delay in fulfilling or performing any term of this Contract when and to the extent (i) such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Company including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage ("Force Majeure Event"); (ii) interferes with the performance of Company's obligations; and (iii) the effects of which could not reasonably have been avoided by Company. Company will not be liable for damages, whether direct, incidental, or consequential, and (a) the time for performance shall, at Company's option, be extended in whole or in part until the termination of the Force Majeure Event and for an additional period thereafter reasonably necessary to cure the effects thereof, or (b) at Company's option, a part or all of the Products affected may be eliminated from the Contract, without any liability to Company; and the Contract Price will be appropriately reduced.

b. In addition to the events described in paragraph (a), a delay caused by the default of a subcontractor to Company shall constitute an Excusable Delay if the event causing the default of such subcontractor is an event which meets the criteria set out in paragraph (a) and such delay has not been caused by Company, unless the subcontracted supplies or services were obtainable at reasonable prices on commercially reasonable terms from other sources in sufficient time for Company to meet the required delivery schedule.

In the event of an Excusable Delay, any affected delivery date shall be postponed for such period as is reasonably necessary to offset the effects of the Excusable Delay. No adjustment will be made to price under any order; adjustment to the delivery schedule is the exclusive remedy of Company for an Excusable Delay.

21. Assignment. Buyer shall not assign any of its rights or delegate any of its obligations under this Contract without the prior written consent of Company. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Contract.

22. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Contract shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

23. Governing Law. All matters arising out of or relating to this Contract are governed by and construed in accordance with the internal laws of the State of Delaware. The United Nations Convention on Contracts for the International Sale of Goods, 1980 and any successor thereto, shall not apply. THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE THE RIGHT TO TRIAL BY JURY.

24. Notices. All notices, requests, consents, claims, demands, waivers and other communications

hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Contract or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid).

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

26. **Survival.** Provisions of these Terms and Conditions which by their nature should apply beyond their terms will remain in force after any termination or expiration of these Terms and Conditions including, but not limited to, the following provisions: Compliance with Laws, Limitation of Liability, Payment, Confidential Information, Governing Law, Indemnification, and Survival.

27. **Complete Agreement.** These Terms and Conditions constitute the entire agreement between Buyer and Company relating to the subject matter hereof, and supersede all prior and contemporaneous discussions, understandings, and agreements related to the subject matter hereof. If Buyer submits purchase orders or other ordering documents to Company, no preprinted or other terms contained in those documents will operate to amend or supersede any term of these Terms and Conditions. Company's acceptance of any such purchase order or other ordering documents submitted by Buyer shall not be construed as Company's acceptance of such preprinted terms. Any addition, waiver, variation or modification of or to these Terms and Conditions shall be void and ineffective unless made in writing signed by both the parties.

28. **Language.** These Terms and Conditions are formulated in the English language. All communications, notices and documentation regarding the execution of these Terms and Conditions shall be in English.