

**1. General.** Unless otherwise prohibited by applicable law, these Terms and Conditions of Purchase (the “**Terms**”) are incorporated into and form a part of the purchase order and/or agreement issued by the legal entity member of the CentroMotion™ family of companies identified on the purchase order and/or agreement, or revision thereto (the “**Purchase Order**”). The terms “**Buyer**” and “**Seller**” refer to the entities designated as such on the Purchase Order. The term “**Supplies**” refers to the products, supplies, equipment and/or services to be provided to Buyer by Seller as specified on the Purchase Order.

**2. Acceptance and Acknowledgement.** The Purchase Order is an offer by Buyer to purchase the Supplies from Seller on the terms of the Purchase Order. Buyer shall have the right to rescind the Purchase Order at any time prior to Seller’s acceptance. Seller shall be deemed to have accepted the Purchase Order and a binding contract shall be deemed to have formed upon the earliest of: (a) Seller commencing work or performance with respect to any part of the Purchase Order; (b) Seller delivering written acceptance of the Purchase Order to Buyer; (c) any conduct by Seller that fairly recognizes the existence of a contract for the purchase and sale of the Supplies; or (d) three (3) days following Buyer’s delivery of the Purchase Order to Seller. In the event Seller accepts Buyer’s Purchase Order other than by written acceptance pursuant to clause (b) above, Buyer may cancel the Purchase Order in its sole and absolute discretion, without payment of any kind to Seller, if Seller refuses to provide written acceptance of the Purchase Order within two (2) business days following Buyer’s written or oral request for such confirmation. **The Purchase Order is limited to and conditional upon Seller’s acceptance of these Terms, which expressly exclude any of Seller’s general terms and conditions of sale, invoice, or any other document issued by Seller in connection with the Purchase Order.** Any addition to, modification of, or deletion of these Terms by Seller in any acceptance, acknowledgment, confirmation, or other communication or document, which may contain additional, different or inconsistent terms, is hereby expressly objected to and rejected by Buyer and the Seller waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Seller that is inconsistent with these Terms. Buyer’s failure to object to provisions contained in any communication from Seller shall not be deemed to waive any provisions herein, or to accept any different terms and conditions communicated by Seller. These Terms apply in lieu of any course of dealing between the parties or usage of trade in the industry. The following documents are incorporated into and shall be part of the Purchase Order and constitute the sole and entire agreement between the Buyer and Seller with respect to the Purchase Order: (i) these Terms, (ii) Buyer-provided specifications, prints, drawings and requirements for the Supplies (collectively “**Buyer Specifications**”); (iii) Buyer’s policies that have been communicated to Seller, as revised by Buyer from time to time, including such policies located on CentroMotion’s Supplier Hub webpage, including but not limited to the Supplier Quality Manual and the Supplier Code of Conduct; and (iv) any signed written agreement between Buyer and Seller which provides therein that it shall be part of the Purchase Order.

**3. Delivery.** Seller shall manufacture and ship Buyer’s requirements for the Supplies in such quantities, prices, and at such time, on such date, and at such delivery location as identified by Buyer as firm orders in the Purchase Order, or if a blanket Purchase Order, in scheduling agreements, manifests or other similar releases that are transmitted to Seller from time to time during the term of the Purchase Order. Time and quantities for delivery are of the essence under the Purchase Order; Buyer expects 100% on-time delivery. Seller is obligated to deliver Supplies in a timely manner in compliance with the terms of the Supplier Quality Manual and Seller shall ensure that the Supplies are properly packed and secured in such a manner as to enable them to reach their destination in good condition. In the event of a delay in delivery, Seller shall notify Buyer immediately. Buyer may direct temporary suspension of scheduled shipments from time to time in its sole and absolute discretion, in which case Buyer shall reimburse Seller for commercially reasonable out-of-pocket storage expenses during the suspension period. Unless otherwise agreed upon by Buyer or stated in the Purchase Order, all pricing and shipments are to be made Ex Works (EXW) Seller’s facility (Incoterms® 2020). Seller warrants good title to Buyer for the Supplies delivered by Seller, free and clear of any and all liens, restrictions, reservations, security interests or other encumbrances. Seller shall, among any other instructions that may be contained in the Supplier Quality Manual, properly pack, mark, and ship the Supplies according to the requirements of Buyer, the involved carriers and the country of destination. Before the

Supplies are shipped, Seller shall give Buyer sufficient warning in writing of any hazardous or restricted material that is a substance or material or is otherwise part of the Supplies. Delivery of the Supplies shall be completed on the completion of unloading the Supplies at the specified delivery location. Title and risk in the Supplies shall pass to Buyer on the earlier of: (i) payment relating to the Supplies; or (ii) completion of delivery of the Supplies.

**4. Price; Payment Terms.** The purchase price for the Supplies is set forth in the Purchase Order. The purchase price cannot be increased unless expressly accepted in writing by Buyer. Buyer will pay approved invoices within thirty (30) days after receipt. Unless otherwise agreed by Buyer in writing or set forth in the Purchase Order, all invoices will be paid in euros (EUR). Notwithstanding anything to the contrary in these Terms, and without prejudice to any other right or remedy it has or may have, Buyer may set off or recoup any liability it owes to Seller against any amount for which Seller is liable to Buyer. The price of the Supplies excludes amounts in respect of value added tax (“**VAT**”), which Buyer shall additionally be liable to pay to the Seller at the prevailing rate, subject to the receipt of a valid VAT invoice. If a party fails to make any undisputed payment due to the other party under these Terms by the due date for payment, then the defaulting party shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest will accrue each date at 2% a year above the European Central Bank’s base rate from time to time, but at 2% a year for any period when the base rate is below 0%.

**5. Quality.** Seller shall conform to all of Buyer’s quality control guidelines, standards, and inspection systems, including Buyer’s Supplier Quality Manual located on the CentroMotion Supplier Hub webpage. Seller is responsible for the performance and quality of all of its suppliers from which Seller obtains supplies or services it uses to produce Supplies.

**6. Seller Allocation.** Should Seller need to allocate resources between or among its customers, Buyer will be treated at least as favorably as Seller’s other customers.

**7. Warranty.** Seller warrants to Buyer, Buyer’s customer and their respective customers, successors and assigns that the Supplies shall: (a) be new and conform in all respects to the Purchase Order, Seller’s specifications, and all Buyer Specifications and other descriptions furnished by Buyer or otherwise obtained by Seller; (b) be free from all defects in design, workmanship and/or materials; (c) be selected, designed, manufactured, assembled and packaged by Seller based upon Buyer’s stated use and be fit and sufficient for the purposes intended by Buyer or made known to Seller by Buyer expressly or by implication; (d) be of satisfactory quality and (e) conform to all applicable laws in countries where the Supplies (or Buyer’s products into which the Supplies are incorporated) are to be sold, including those relating to the manufacture, labelling, packaging, storage, handling and delivery. For all Supplies which consist of services, Seller further warrants that: (i) it shall meet any performance dates for such services either specified in the Purchase Order or notified to it by Buyer and that time is of the essence in relation to such performance dates; (ii) its work shall be performed with the best care, skill and diligence, in a professional and workmanlike manner, consistent with all standards and specifications agreed to with Buyer and otherwise consistent with the highest industry standards and that all persons, whether employees, agents, subcontractors, or anyone acting for or on behalf of the Seller, are properly licensed, certified or accredited as required by applicable law and are suitably skilled, experienced and qualified to perform the services; (iii) it shall hold all materials, equipment, tools, drawings, specifications and data supplied by Buyer to Seller in safe custody at its own risk, maintain Buyer materials in good condition until returned to Buyer and not dispose of or use Buyer materials other than in accordance with Buyer’s written instructions or authorisation; (iv) it shall not do or omit to do anything which may cause Buyer to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business and Seller acknowledges that Buyer may rely or act on such services. All warranties of Seller extend to future performance of the Supplies and are not modified, waived, or discharged by delivery, inspection, tests, acceptance and/or payment. The warranty period shall run to the latest of the following: (i) thirty-six (36) months from the date Buyer accepts the Supplies; (ii) the warranty period provided by applicable law; (iii) the warranty period offered by Buyer to Buyer’s customer; or (iv) the warranty period Buyer’s customer offers to end-users of the products or for the products into which the Supplies are incorporated. If any Supplies fail to meet the foregoing warranties, Seller shall, in Buyer’s sole and absolute

discretion, without prejudice to any other right or remedy of Buyer and whether or not Buyer has accepted the Supplies: (i) accept the return of such Supplies within the time frame as requested by Buyer, at Seller's sole expense, and refund to Buyer the full invoice price plus all transportation and other charges, costs, and expenses associated with the non-conforming Supplies; (ii) replace or reperform the non-conforming Supplies with conforming Supplies, with all associated costs and expenses, other than the original invoice and shipping prices, being borne by Seller; or (iii) at Seller's sole expense, repair the Supplies at any time prior to shipment from Buyer's plant. These Terms shall apply to any repaired, replaced or reperformed Supplies provided by Seller.

**8. Remedies; Indemnification Obligation.** The rights and remedies reserved to Buyer in each Purchase Order shall be cumulative with and in addition to all other or legal or equitable remedies available to Buyer. Seller is liable for all damages incurred by Buyer as a result of Seller's or its subcontractors':

(a) breach of any representation or warranty set forth in the Purchase Order; (b) failure to timely deliver conforming or otherwise non-defective Supplies; and/or (c) failure to comply with the Purchase Order, even if Seller has cured the breach. Seller shall defend, indemnify and hold harmless Buyer, Buyer's customer and the end-users of the products sold by Buyer or the end users of the products which incorporate the Supplies and all of their respective agents, customers, invitees, subsidiaries, affiliates, successors and assigns, against all damages, losses, claims, liabilities and expenses (including reasonable attorneys' and other professional fees, settlements and judgments) arising out of or resulting from: (i) breach of any representation or warranty set forth in the Purchase Order; (ii) failure to timely deliver conforming or otherwise non-defective Supplies; (iii) failure to comply with the Purchase Order, even if Seller has cured the breach; (iv) any defective Supplies; (v) any suit, claim or action for actual or alleged direct or contributory infringement of or inducement to infringe or violate any third party's Intellectual Property (as defined below) rights; or (vi) any negligent or wrongful act or omission of Seller or Seller's agents, employees or subcontractors.

**9. Changes.** Buyer reserves the right at any time, by written notice to Seller, to make changes, or to require Seller to make changes to Buyer Specifications, sub-suppliers, samples or descriptions of the Supplies. Seller shall not make any changes to the Buyer Specifications without the prior written consent of Buyer.

**10. Termination.** Buyer may terminate immediately the Purchase Order for cause, which shall be effective upon delivery of written notice or upon such other date specified by Buyer in writing. Buyer also may, at its option and in its sole discretion, immediately terminate all or any part of the Purchase Order at any time and for any reason upon seven (7) days written notice to Seller. For purposes hereof, "cause" means if Seller: (i) has not performed or complied with any of these Terms, in whole or in part; or (ii) if the Seller takes any step or action in connection with its entering administration, provisional liquidation or any composition arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business, or if Seller takes any step or action in connection with it being made bankrupt, having a receiver appointed to any of its assets or ceasing to carry on business, or if Seller suspends or threatens to suspend or ceases or threatens to cease to carry on all or a substantial part of its business. If Buyer terminates the Purchase Order for any reason, Seller's sole and exclusive remedy is payment for the Supplies received and accepted by Buyer prior to the termination.

**11. Insurance.** Seller shall maintain and require its subcontractors to maintain the following minimum insurance coverage (or any other corresponding international policies): (a) comprehensive general liability insurance with limits no less than EUR 1,000,000 per occurrence, \$EUR 2,000,000 aggregate; (b) comprehensive automobile liability insurance with limits no less than EUR 1,000,000 combined single limit; (c) business interruption insurance; (d) to the extent not covered under applicable laws, workers compensation with statutory limits and employer's liability insurance with limits no less than EUR 1,000,000 covering all employees engaged in the performance of the Purchase Order for claims arising under any applicable workers' compensation, occupation disease or health and safety laws and or regulations; and (e) such other insurance coverage as may be requested from time to time by Buyer in its sole discretion. In each case, Seller's insurance coverage, with the exception of workers compensation, will name Buyer and its affiliates (as applicable) as loss payee(s) and/or "additional insured(s)." Seller will require insurance carrier for policies mentioned herein to grant waiver of subrogation in favor of Buyer. Seller policies will be placed with insurance carriers with an AM Best rating of A-

VII or higher. Seller shall provide Buyer with thirty (30) days' notice of any policy cancellation or material change to policy terms and conditions. Seller shall furnish to Buyer a certificate (or any other similar proof of insurance) showing full compliance with the requirements set forth in this Section within ten (10) days of Purchase Order acceptance and on each policy renewal date thereafter.

**12. Buyer's Property.** Any and all materials furnished by Buyer to Seller shall be carefully maintained and insured by Seller while in Seller's possession, and said property shall not be used by Seller in connection with the manufacture of any products not ordered by Buyer and shall be returned to Buyer at its request. Seller shall keep adequate records of all materials and information including Buyer Specifications and any other type of information furnished by Buyer as confidential, maintain appropriate procedures to preserve the confidential nature thereof and make no use directly or indirectly of any such information without Buyer's prior written consent. Upon completion, cancellation or termination of the Purchase Order, Seller shall return all such property to Buyer.

**13. Tooling.** Any and all hardware, software, robotics, machinery, dies, molds, cavities, jigs, fixtures, gauges, tools, tooling, material, patterns, samples, prototypes, and any other property used to manufacture Supplies, which is owned, provided, charged to, or paid for by or on behalf of Buyer in whole or in part ("**Buyer Tooling**") shall be and remain the exclusive property of Buyer. Title to Buyer Tooling shall pass to Buyer without regard to Buyer's payment or performance of other obligations. Seller and its suppliers shall not retain any lien, encumbrance or interest, nor attempt to encumber Buyer's interest in the Buyer Tooling. Buyer Tooling shall be: (a) used exclusively to fill Buyer's orders; (b) maintained in good working condition at Seller's expense; (c) subject to periodic accounting by Seller at Buyer's request and inspection by Buyer; (d) identified as to location and not be moved without Buyer's prior written approval; (e) not scrapped or destroyed without Buyer's prior written approval – any revenues made from scrapping will be offset against the costs of scrapping and any profit made thereof shall be refunded to Buyer; (f) located at the agreed upon location and not be moved without Buyer's prior written consent; and (g) promptly returned (including any components or spare parts) in the same or better condition, reasonable wear and tear excepted, at any time upon Buyer's request. Seller agrees to assist in protecting and perfecting Buyer's interest in the Buyer Tooling. Seller waives any lien, right of set-off or counterclaim that might permit Seller to refuse to deliver Buyer Tooling to Buyer. All Buyer Tooling shall be conspicuously marked "Property of CentroMotion" by Seller, insured by Seller and held at Seller's risk while in Seller's or its agent's control or possession. Seller shall provide Buyer with an updated tooling list on a yearly basis and agrees, upon request, to diligently execute Buyer's tooling agreement.

**14. Intellectual Property.** Seller warrants that the Supplies and the sale and/or use thereof (with respect to goods, before or after incorporation into products during manufacture) are original to Seller and do not and shall not infringe the Intellectual Property rights of any third party. Any Intellectual Property created (a) at the request of Buyer, (b) in connection with Supplies sold only to Buyer, or (c) based in whole or in part on information provided by Buyer, including Buyer Specifications, shall be considered as ordered or commissioned by Buyer as a contribution to a collective work, and be considered "work made-for-hire" and shall belong to Buyer. To the extent such Intellectual Property may not be deemed "work made-for-hire," Seller and its employees, subcontractors and agents hereby assign and agree to assign, and Buyer accepts, on a paid-up basis, all right, title and interest in and to all such Intellectual Property. Seller shall not seek any registration, patent, copyright or titling of such Intellectual Property in its name or for its benefit. Seller shall promptly execute and deliver such documents and take such action as Buyer may reasonably request to protect or perfect Buyer's right, title and interest in the Intellectual Property. Seller shall not supply to anyone other than Buyer any Supplies designed in whole or in part by or exclusively for Buyer. The term "**Intellectual Property**" means all industrial and other intellectual property and intellectual property rights, including without limitation: (i) inventions, discoveries, patents, patent applications and all related continuations, divisional, reissue, utility model, design and process patents, applications and registrations thereof, certificates of invention; (ii) works, copyrights, registrations and application for registration thereof; (iii) computer software programs, data and documentation; (iv) trade secrets, confidential information, know-how, techniques, designs, prototypes, enhancements, improvements, work-in-progress, research and development information; and (v) all other proprietary rights relating to the foregoing, and all similar or equivalent rights or forms

of protection which subsist or will subsist now or in the future in any part of the world.

**15. Confidential Information.** Any confidentiality or non-disclosure agreement entered into between the Buyer and Seller shall govern the disclosure of any and all confidential information, as defined in such agreement, and such agreement shall be incorporated into these Terms and shall remain in full force and effect. In the absence of a separate confidentiality or non-disclosure agreement, any information or knowledge which Buyer may have disclosed or may hereafter disclose to Seller (including the existence of this business relationship with Buyer) in connection with the Purchase Order and any and all Supplies, including services to be rendered and/or work to be performed pursuant to the Purchase Order is and shall be deemed confidential and proprietary information of Buyer. Seller shall not, without authorization in writing from Buyer, use (except as necessary to the performance of the Purchase Order), communicate or disclose such confidential and proprietary information of Buyer or use such information for any purpose other than to perform its obligations under the Purchase Order.

**16. Compliance with Laws; Supplier Code of Conduct:** Seller and its subcontractors shall comply with all laws, regulations and requirements from time to time in force and applicable to the Supplies, the supply of Supplies to Buyer, and Seller's performance hereunder, including without limitation (a) privacy and data protection laws, rules and regulations, (b) environmental protections laws, rules and regulations, (c) all health and safety rules and regulations and any other security requirements that apply at any of Buyer's premises, (d) wage, workers compensation, equal opportunity and reporting obligations, and (e) the United States Foreign Corrupt Practices Act, the United Kingdom Bribery Act 2010, and similar international regulations (where applicable). Seller shall provide fully-completed Supplies-related certificates such as but not limited to REACH, asbestos-free declarations, required information related to the origin of any conflict mineral such as gold, tin, tantalum, and tungsten ("3TG") contained in the Supplies and other applicable certificates and comply with all related requirements. Seller and its subcontractors shall abide and act in compliance with the latest version of the Supplier Code of Conduct located on the CentroMotion Supplier Hub webpage and accessible via <https://www.centromotion.com/suppliers/>. Seller shall further ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Terms.

**17. Trade Compliance.** Seller shall comply with all applicable import and export laws and regulations, including any recommendations or requirements of the United States Customs and Border Protection and/or similar domestic or international organizations to whose jurisdiction the Purchase Order is subject. Seller shall comply with all applicable import and export control, trade, and financial sanctions laws, rules, and regulations, including but not limited to the U.S. Export Administration Regulations, U.S. trade and financial sanctions laws and regulations, and other foreign trade control laws and similar laws of the territory where Seller operates or to which the Purchase Order is subject including those laws to which the Buyer is subject in connection with the same (together "Trade Restrictions"), relating to the performance of its obligations hereunder. Seller specifically represents and warrants that it shall not use, resell, export, reexport, distribute, transfer, dispose of or otherwise deal with the Supplies, or any spare parts, warranty items or technical data related to the Supplies, directly or indirectly, except in full compliance with such Trade Restrictions, including but not limited to licensing requirements. Failure by Seller to comply with applicable Trade Restrictions shall constitute a material breach of this Agreement. Seller shall be solely responsible for applying for and obtaining appropriate governmental authorizations for the export and import of any equipment, software, technology or services to or for the benefit of Buyer. Upon reasonable request, Buyer shall provide Seller with assistance in determining the application of applicable Trade Restrictions, and in applying for necessary authorizations and completing required formalities. Seller shall provide Buyer all information and documentation relevant to such assistance, including to determine which Trade Restrictions apply. Notwithstanding the foregoing, Buyer assumes no responsibility for Seller's failure to obtain necessary authorizations or comply with required formalities. Seller warrants, undertakes, and represents to Buyer that neither Seller, its directors, executive officers, senior management, key employees, agents, shareholders nor persons having a controlling interest in Seller are (a) persons targeted by national, regional or multilateral trade or financial sanctions under applicable laws and regulations, including but not limited to persons designated on the United States Department of the Treasury, Office of Foreign Assets Control's List of Specially Designated Nationals and Other Blocked Persons (including

terrorists and WMD proliferators), United States State Department Non-proliferation Sanctions Lists, United States Department of Commerce Denied Parties List, Entity List or Unverified List, United Nations Financial Sanctions Lists, or the European Union or United Kingdom HM Treasury Consolidated Lists of Financial Sanctions Targets, in force from time to time, or (b) directly or indirectly owned or controlled by or acting on behalf or at the direction of such persons (together "Restricted Persons"). Seller shall notify Buyer in writing immediately upon the occurrence of any event that might render the foregoing representations and warranties of this clause incorrect. Seller shall not import, source, or purchase the Supplies, or any related goods, in whole or in part, directly or indirectly, (i) from countries or territories subject to comprehensive U.S. sanctions or comprehensive sanctions under other foreign trade control laws and similar laws of the territory where Seller operates or to which the Purchase Order is subject including those laws to which Buyer is subject in connection with the same, (ii) from Restricted Persons, or (iii) otherwise in breach of applicable Trade Restrictions or in a manner that would cause Buyer to risk breaching applicable Trade Restrictions. Notwithstanding anything to the contrary herein, nothing in the Agreement is intended, and nothing herein should be interpreted or construed, to induce or require either Party to act in any manner which is inconsistent with, penalized or prohibited under any applicable laws, rules, regulations or decrees.

**18. Limitation of Liability.**

**18.1 NOTHING IN THESE TERMS LIMITS ANY LIABILITY WHICH CANNOT LEGALLY BE LIMITED, INCLUDING LIABILITY FOR DELIBERATE RECKLESSNESS, WILLFUL INTENT, DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE OR FRAUD OR FRAUDULENT MISREPRESENTATION.**

**18.2 SUBJECT TO SECTION 18.1, IN NO EVENT SHALL BUYER BE LIABLE TO SELLER OR ANY THIRD PARTY FOR ANY: (I) LOSS OF PROFITS, BUSINESS, GOODWILL, REPUTATIONAL DAMAGES; (II) LOSS OF REVENUE, MISSED SAVINGS OR DIMINUTION IN VALUE; (III) CONSEQUENTIAL OR INDIRECT, LOSS, REGARDLESS OF: (A) WHETHER SUCH LOSS WAS FORESEEABLE; (B) WHETHER OR NOT SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS; AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.**

**18.3 SUBJECT TO SECTIONS 18.1 AND 18.2, IN NO EVENT SHALL BUYER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE LESSER OF THE TOTAL OF THE AMOUNTS PAID AND AMOUNTS ACCRUED BUT NOT YET PAID TO SELLER PURSUANT TO THESE TERMS IN THE ONE YEAR PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM AND EUR 10,000.00.**

**18.4 THE PARTIES EXPRESSLY AGREE THAT IF ANY LIMITATION OR PROVISION CONTAINED OR EXPRESSLY REFERRED TO IN THIS SECTION 18 IS HELD TO BE INVALID UNDER ANY APPLICABLE STATUTE OR RULE OF LAW, IT SHALL, TO THAT EXTENT, BE DEEMED OMITTED. IF EITHER PARTY BECOMES LIABLE FOR LOSS OR DAMAGE WHICH WOULD OTHERWISE HAVE BEEN EXCLUDED, THAT LIABILITY SHALL BE SUBJECT TO THE OTHER LIMITATIONS AND PROVISIONS SET OUT IN THIS SECTION 18.**

**19. Assignment.** Seller may not, without Buyer's prior written consent: (a) assign or delegate (including, without limitation, by subcontract) its obligations under the Purchase Order, or (b) enter into a transaction that includes a sale of a substantial portion of its assets used for the production of the Supplies for Buyer or a merger, sale or exchange of stock or other equity interests that would result in a change of control of Seller. Notwithstanding any Buyer consent to a subcontractor, Seller shall be liable for such subcontractor's performance.

**20. Relationship of the Parties.** Seller and Buyer are independent contracting parties and nothing in the Purchase Order shall make either party the employee, agent, or legal representative of the other for any purpose.

**21. Governing Law; Dispute Resolution.** These Terms and the Purchase Order are governed by and shall be construed in accordance with the laws of the Netherlands. Any dispute or claim arising out of or in connection with these Terms or their subject matter or formation (including any non-contractual dispute or claim) shall be subject to the exclusive jurisdiction of the Dutch courts of Amsterdam, the Netherlands, and the Seller and Buyer

hereby irrevocably submit to the exclusive jurisdiction of the Dutch courts of Amsterdam, the Netherlands for these purposes.

**22. No Waiver.** Buyer's failure to insist on the performance by Seller of any term or failure to exercise any right or remedy reserved in the Purchase Order, or Buyer's waiver of any breach or default hereunder by Seller shall not, thereafter, waive any other terms, conditions, rights, remedies, breaches or defaults, whether of the same or a similar type or not.

**23. Severability.** If any provision of the Purchase Order, or portion of any provision, is declared or found to be unenforceable, the balance of the Purchase Order or such provision shall be interpreted and enforced to the greatest extent possible as if the unenforceable provision or portion had never been a part hereof.

**24. Survival.** The obligations of Seller to Buyer survive termination of the Purchase Order, except as otherwise provided in the Purchase Order.

**25. Modifications.** Unless explicitly agreed in writing by both parties, the Purchase Order and these Terms may not be modified.

**26. Entire Agreement.** The Terms constitute the entire agreement between the parties. Each party acknowledges that in entering into the Terms it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Terms. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Terms.

**27. Third Party Rights.** The Terms do not give rise to any rights for the benefit of a third party (*derdenbeding*) which may be invoked by a third party against a Party. (