

## STANDARD TERMS AND CONDITIONS OF SALE

### Governing Sales Made by USS-UPI, LLC

1. **Payments:** Payments shall be made at par in legal tender of the United States of America, and directed to the payment address, lockbox, or other means specified in Seller's invoice or EDI payment instructions. Buyer shall make such arrangements for payment as Seller shall from time to time reasonably require and Seller may suspend scheduling, production, shipment, or delivery of goods until such arrangements are made. If Seller reasonably believes that Buyer is or may become unable to perform its obligations hereunder, Seller may require that Buyer provide Seller with security for, or other assurance of, performance, in either case acceptable to Seller. In the event that Buyer fails to do so or fails to make any payment in full within the time period set forth on the invoice or expressly agreed upon in writing by the parties, such failure will constitute a material breach of contract by Buyer permitting Seller to change the payment terms or suspend scheduling, production, shipment, or delivery of goods under this contract or any other contract between Buyer and Seller. Buyer shall pay to Seller interest on any unpaid amount at the rate of 18% per annum or the maximum rate permitted by law, whichever is less. Seller shall have, in addition, all other remedies permitted to Seller by law, equity or this contract. If Seller takes legal action to collect any amount due hereunder, Buyer shall pay all dispute resolution costs, including court costs plus reasonable legal fees incurred by Seller in bringing such legal action. Seller shall have the right to set off against any monies due Seller hereunder any obligations of Seller or its affiliates to Buyer.
2. **Taxes:** To the extent legally permissible, all present and future taxes imposed by any federal, state or local authority of any country which Seller may be required to pay or collect, upon or with reference to the sale, purchase, transportation, delivery, storage, use or consumption of the goods or services, including taxes upon or measured by the receipts therefrom (except net income and equity franchise taxes) shall be for the account of Buyer. The purchase is subject to state or local use tax, unless it is specifically exempt from taxation. The purchase is not exempt merely because the Seller was not required to collect sales tax or made by remote means. Buyer assumes responsibility for correctly assessing and remitting any use tax due to the proper jurisdiction(s).
3. **Risk of Loss; Incidental Transportation and Storage Charges; Title:** Risk of loss shall pass to Buyer upon tender of delivery at the delivery point specified in this contract. Any charges at the delivery point for spotting, switching, handling, storage and other accessorial services, and demurrage, shall be for Buyer's account. Seller shall have the right to assess a storage and handling charge for goods left in Seller's possession after notification to Buyer that the goods are available to ship. Title to the goods shall pass to Buyer upon Seller's receipt of full payment for the goods.
4. **Time of Shipment and Shipping:** Except with respect to payment of amounts due by Buyer to Seller hereunder, time is not of the essence hereunder. Each shipment is a separate sale. Seller reserves the right to ship all or any part of the goods from any shipping point other than the shipping point or points specified herein. Shipment in installments is permitted. Buyer shall furnish shipping instructions to enable Seller to perform the contract in accordance with its terms. Failure by Buyer to do so shall entitle Seller, in addition to all other rights, to cancel such portion of the contract that has not been performed, or to make shipment in such manner as Seller may elect. Seller will use reasonable efforts to comply with Buyer's requests regarding transportation, but Seller reserves the right to make alternate transportation arrangements, even if at a higher cost to Buyer, if the transportation specified by Buyer is deemed by Seller to be unavailable or unsatisfactory. Seller shall notify Buyer of any such change within a reasonable time.
5. **Specification Variations:** Except in the particulars specified by Buyer and expressly agreed to in a writing signed by Seller, the goods furnished hereunder shall be produced in accordance with Seller's standard practices. All goods, however, including those produced to meet an exact specification, shall be subject to Seller's mill tolerances and variations consistent with good mill practice in respect to: (a) dimension, weight, straightness, section, composition and mechanical and/or physical properties; (b) normal variations in surface and internal conditions and in quality; (c) deviations from tolerances and variations consistent with practical testing and inspection methods; and (d) regular mill practice on over and under shipment.
6. **Inspection:** Where mill inspection is made by Buyer, Buyer's inspector shall be deemed the agent of Buyer with authority to waive specified tests and details of test procedure and to accept goods as conforming to this contract with respect to all characteristics of such goods for which such inspection is made. In all cases Buyer shall conduct a timely inspection of the goods upon receipt or within a commercially reasonable time and manner not to exceed fifteen (15) days from such receipt. Buyer's use of the goods in its production operations shall be deemed an acceptance of the goods involved as conforming to this contract unless Buyer provides Seller written notice of rejection or of a non-conformity respecting such goods prior to or concurrent with Buyer's use thereof. Buyer's inspection or failure to inspect shall not delay payment.
7. **Force Majeure, Allocation of Production:** In the event either party's performance hereunder is delayed or made impossible or commercially impracticable due to causes including fire, explosion, war, pandemic, epidemic, terrorism, strike or other differences with workers, shortage of energy sources, facility, material or labor, delay in or lack of transportation, temporary or permanent plant shutdown, breakdown or accident, compliance with or other action taken to carry out the intent or purpose of any law, regulation, or other requirement of any governmental authority, or any cause beyond that party's reasonable control (each, a "force majeure" event), that party shall have such additional time in which to perform this contract as may be reasonably necessary under the circumstances. However, the obligation of Buyer to pay for goods delivered is never suspended or delayed. In addition, if due to a force majeure event or any other cause, Seller is unable to produce sufficient goods to meet all demands from customers and internal uses, Seller shall have the right to allocate production among its customers and plants in any manner which Seller may determine, acting reasonably. This Section 7 is to be applied in conjunction with UCC Section 2-615, Excuse by Failure of Presupposed Conditions, in the case of domestic U.S. sales; provided, however, that in the event of a conflict, this Section 7 shall govern.
8. **Patent Indemnity:** Seller shall indemnify Buyer for: (a) all direct and actual damages recovered from Buyer by a third party in a legal action for infringement of a U. S. patent claim covering goods furnished hereunder, on condition that Buyer promptly notifies Seller of the alleged

infringement, affords Seller the opportunity to assume defense thereof, and cooperates with Seller in defense of the action and in any feasible mitigation of damages; and (b) Buyer's directly and reasonably incurred expenses in defending such legal action if, after such notice and opportunity given by Buyer, Seller elects not to assume such defense, provided that such election by Seller shall not otherwise affect Buyer's aforesaid obligations. In like manner, Buyer shall indemnify Seller, and Seller's indemnity of Buyer hereunder shall not apply, with respect to a claim arising out of Seller's compliance with special designs or specifications furnished by Buyer, now or hereafter forming a part of this contract, or with other written instructions given by Buyer for the purpose of directing the manner in which Seller shall perform this contract. In no event shall either party have any liability hereunder for indirect or consequential losses or damages suffered, or other expenses incurred, by the other party hereto or any third party by reason of any patent infringement claim.

9. **Warranty; Disclaimers:** SELLER WARRANTS THAT THE GOODS FURNISHED HEREUNDER WILL BE FURNISHED IN ACCORDANCE WITH THE SPECIFICATIONS SET FORTH OR INCORPORATED BY EXPRESS REFERENCE ON THE FACE OF ANY OFFER, ACCEPTANCE OR ORDER ACKNOWLEDGEMENT (AS THE CASE MAY BE) ISSUED BY SELLER THAT INCORPORATES THESE STANDARD TERMS AND CONDITIONS OF SALE BY REFERENCE. HOWEVER, NO WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE NOR ANY OTHER REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, IS MADE RESPECTING SAID GOODS, OR THE PRODUCTION THEREOF AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE AFOREMENTIONED WARRANTY WITH RESPECT TO SPECIFICATIONS SET FORTH OR INCORPORATED BY EXPRESS REFERENCE ON THE FACE OF ANY OFFER, ACCEPTANCE OR ORDER ACKNOWLEDGEMENT (AS THE CASE MAY BE) ISSUED BY SELLER THAT INCORPORATES THESE STANDARD TERMS AND CONDITIONS OF SALE BY EXPRESS REFERENCE. ANY TECHNICAL ADVICE PROVIDED BY SELLER WITH RESPECT TO THE USE OF GOODS SOLD HEREUNDER SHALL BE FOR INFORMATIONAL PURPOSES ONLY, AND SELLER MAKES NO REPRESENTATION OR WARRANTY NOR ASSUMES ANY OBLIGATION OR LIABILITY FOR ANY SUCH ADVICE. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NO REPRESENTATION OR WARRANTY WHATSOEVER IS PROVIDED WITH RESPECT TO ANY GOODS SOLD ON AN 'AS IS' BASIS OR WITH RESPECT TO MATERIALS COMMONLY KNOWN AS 'NONPRIME', 'SECONDARY' OR 'DECLASSED' MATERIALS.

10. **Limitation of Remedies; Indemnification:** Seller will replace, at the delivery point specified herein, any goods furnished hereunder that are confirmed by Seller to be defective or otherwise fail to conform to Seller's warranty or this contract, or, at Seller's option, Seller will repay the price paid for such goods plus any transportation charges paid by Buyer in addition to such price and less any scrap value realized by Buyer for such goods. Any and all transit related claims, including, without limitation, claims for goods damaged during transit, must be made in writing, promptly, and in no event later than fifteen (15) days following delivery of the goods to Buyer or all such claims shall be deemed waived. Notwithstanding the foregoing, in no event shall Seller be liable for any transit related claims, including claims for goods damaged during transit, that arise from events occurring after the transfer of risk of loss to Buyer upon tender of delivery at the delivery point specified in this contract. Any and all claims related to rust must be made, in writing, promptly, and in no event later than thirty (30) days following (a) delivery of the goods to Buyer or (b) with respect to consigned goods only, the first day in which such goods are consigned, or all such claims shall be deemed waived. Notwithstanding the foregoing, no claims related to rust shall be permitted if such claim is not permitted for such good under Seller's claims policy. All other claims for damaged or non-conforming goods or shortage of goods must be made, in writing, promptly, and in no event later than one hundred eighty (180) days following shipment of the goods by Seller or all such claims shall be deemed waived. Buyer shall set aside, protect, and hold such goods without further processing until Seller has an opportunity to inspect and advise of the disposition, if any, to be made of such goods. In no event shall any goods be returned, reworked, or scrapped by Buyer without the express written authorization of Seller. Buyer's exclusive remedies with respect to any goods furnished by Seller hereunder that are found to be defective or otherwise not in conformity with Seller's warranty or this contract shall be limited exclusively to the right to replacement thereof or, at Seller's option, to repayment of the price, as above provided. Seller's maximum liability for any other breach of this contract shall be limited to the difference between the delivered price of the goods covered hereby and the market price of such goods at Buyer's destination at the time of such breach. IN NO EVENT SHALL SELLER BE LIABLE FOR PERSONAL INJURY, PROPERTY DAMAGE, LOSS OF PROFIT, DELAY, OR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER ARISING FROM CONTRACT, BREACH OF CONTRACT, TORT, SELLER'S NEGLIGENCE, STRICT LIABILITY, OR ANY EXPRESS OR IMPLIED WARRANTY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT PREJUDICE TO THE NOTICE REQUIREMENTS FOR SPECIFIC CLAIMS SET FORTH ABOVE, NO CLAIMS OF ANY NATURE, WHETHER BASED ON CONTRACT OR OTHERWISE, MAY BE BROUGHT AGAINST SELLER OR ANY OF ITS AFFILIATES TWELVE (12) MONTHS AFTER THE DELIVERY OF THE GOODS TO BUYER. BUYER SHALL INDEMNIFY SELLER AGAINST ANY LOSS, DAMAGE, SUIT, LIABILITY, OR CLAIM (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS) CAUSED BY ACTS OR OMISSIONS OF BUYER NOT AUTHORIZED BY THIS CONTRACT OR BY ANY WILLFUL OR NEGLIGENT ACT OR OMISSION OF BUYER.

11. **Exclusive Terms and Conditions; Acceptance; Modification:** These Terms and Conditions of Sale constitute the complete, exclusive and fully integrated statement of terms and conditions between the Buyer and Seller with regard to the matters contained herein. No terms or conditions (whether consistent or inconsistent) other than those stated herein and no agreement or understanding, oral or written, in any way purporting to modify these Terms and Conditions of Sale shall be binding on Seller unless expressly agreed upon in writing by authorized representatives of both Seller and Buyer. In the event of a conflict between these Terms and Conditions of Sale and any purchase order (or other document expressly made a part of this contract) signed by both parties, the terms of the signed document shall prevail. Buyer's placement of an order or release for, or taking delivery of, any product of Seller that is the subject of this contract shall constitute acceptance of the Seller's offer under these terms and conditions and Seller hereby objects to and rejects any and all additional or different terms proposed by Buyer, whether contained in Buyer's purchase orders, production releases or shipping release forms, or related correspondence or any other documents including emails. All proposals, quotes, request for quotes, purchase orders, negotiations, representations and other communications, if any, made prior and with reference hereto are merged herein.

12. **Conditions Incorporated by Reference:** Any clause required to be included in a contract of this type by any applicable law or regulation shall be deemed to be incorporated herein. Without limiting the generality of the foregoing, to the extent applicable, **Buyer shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a).** These regulations prohibit discrimination against qualified individuals

based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

13. **Governing Law:** This contract shall be governed by the laws of California, U.S.A., exclusive of its conflicts of laws rules and of any principles therein that would require the application of The United Nations Convention on Contracts for the International Sale of Goods ("CISG"). CISG shall not apply to this or any other agreement between the parties. Seller and Buyer each irrevocably agrees that any legal proceeding seeking the enforcement or interpretation of this contract shall be brought in the state or federal courts located in Contra Costa County or San Francisco County in California, U.S.A. Each Party hereby irrevocably submits itself to the jurisdiction of any such courts, and waives any objection it may now or hereafter have to the placing of venue in any such courts and any right to remove any such action or proceeding to another court.

14. **Export Control and Economic Sanctions Compliance:**

- (a) Any sale made pursuant to this contract shall at all times be in strict conformity with all applicable export control laws and regulations, and Buyer represents and warrants that it will comply at all times with all applicable export control regulations. Buyer represents and warrants that it will not make any disposition, by way of trans-shipment, export, re-export, diversion, or otherwise, of the goods provided by Seller, except as such laws and regulations may expressly permit, with Buyer bearing full responsibility for obtaining any required export licenses or other permits, and that no such disposition or transfer will be made other than to the ultimate country of destination specified in connection with this contract. Buyer will furnish to Seller, upon request, proof that the goods have been entered into, and will remain in, the specified destination country. Buyer further represents and warrants that it will not export, re-export, transfer (in-country), or supply any goods or Seller information to any end-user or for any end-use requiring a specific export license under the U.S. Export Administration Regulations or any other applicable export control regulation.
- (b) Buyer represents and warrants that, with respect to its obligations under this contract and any other agreement with Seller, it is currently in compliance with, and shall remain in compliance with, U.S. economic sanctions, including the laws, regulations, and Executive Orders administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), which prohibit, among other things, directly and indirectly doing business with certain countries, territories, entities, and individuals. Buyer further represents and warrants that neither Buyer nor any person having a beneficial interest in Buyer is (i) designated as a sanctioned party pursuant to the above-referenced authorities, including by being identified on OFAC's Specially Designated Nationals and Blocked Persons List; (ii) located, organized, or resident in a country or territory subject to comprehensive U.S. economic sanctions (as may be changed from time to time, but including Cuba, Iran, North Korea, Syria, and the Crimea region of Ukraine) ("Embargoed Country"); or (iii) a department, agency, instrumentality, or other entity or individual directly or indirectly controlled by or acting on behalf of any individual or entity described in clauses (i)-(ii), including the government of an Embargoed Country (each individual and entity described in clauses (i)-(iii), a "Sanctioned Party").
- (c) Buyer further represents and warrants that none of the goods or services that it is receiving from Seller will be provided directly or indirectly to any Sanctioned Party or will otherwise benefit, involve, require interaction with, or otherwise concern or relate to, in whole or in part, any Sanctioned Party or their assets or products.
- (d) Buyer hereby acknowledges and agrees that Buyer's breach of any of the terms of this Article at any time shall be a material default of this contract.
- (e) Buyer hereby agrees to indemnify, defend, and hold harmless Seller and its officers, directors, and employees from and against any and all claims, demands, damages, costs, penalties, and fines arising in connection with any alleged breach by Buyer or its agents of this Article. Seller may reject, suspend, or cancel any transaction involving a Sanctioned Party without penalty or payment for the rejected, suspended, or cancelled goods or services, and/or cancel or terminate this contract, or any other applicable agreement with Seller, in whole or in part, if it has a good faith basis for believing that Buyer or its agent has violated or intends to violate this Article. Buyer will pay all penalties and damages incurred as a result of its breach of the terms of this Article.
- (f) **Drawback:** Seller reserves to itself the right to drawback of duty paid on materials used in the manufacture of the goods sold hereunder. Buyer agrees to furnish Seller proof of exportation, as well as any other necessary documents, and to cooperate with Seller to facilitate the collection of such drawback.

15. **Anti-Corruption Compliance:**

For any Buyer that is an end user of Seller's products:

- (a) Buyer hereby represents and warrants that Buyer is aware of and familiar with the provisions of the U.S. Foreign Corrupt Practices Act, as amended ("FCPA"), and its purposes and any other anti-corruption law applicable in a jurisdiction in which Buyer may have conducted or will conduct business and that neither Buyer nor any of its agents or intermediaries engaged in connection with this contract has violated any applicable anti-corruption law. Buyer represents and warrants that it, and each of its directors, officers, and employees, as well as any subcontractors, agents, representatives, vendors, and any other intermediaries/third parties engaged in connection with this contract, will comply in full with the FCPA and any other applicable anti-corruption laws at all times in connection with this contract.

For any Buyer that is not an end user of Seller's products, such as a sales agent, reseller, or distributor that is selling products on behalf of Seller:

- (a) Buyer hereby represents and warrants to Seller that Buyer is aware of and familiar with the provisions of the U.S. Foreign Corrupt Practices Act, as amended ("FCPA"), and its purposes and any other anti-corruption law applicable in a jurisdiction in which Buyer may have conducted or will conduct business and that neither Buyer nor any of its agents or intermediaries that will be engaged in connection with this contract has violated any applicable anti-corruption law. In connection with the goods and/or services that are the subject of this contract, Buyer represents and warrants that it, and each of its directors, officers, and employees, as well as any subcontractors, agents, representatives, vendors, and any other intermediaries/third parties that it engages pursuant to this contract, will comply in full with the FCPA and any other applicable anti-corruption laws.
- (b) Buyer hereby represents and warrants that it has not given and will not give, offer, or promise, directly or indirectly, money or any other thing of value to a Government Official, or to any other individual or entity under circumstances that would cause Buyer to know or have reason to know that all or any portion of such money or thing of value has been or will be offered to any Government Official, for the purpose of inducing the Government Official to do any act or make any decision in his official capacity or use his influence with a government or instrumentality thereof in order to affect any act or decision of such government or instrumentality or to assist Buyer or Seller in obtaining or retaining any business or securing any other improper advantage.
- (c) For purposes of this contract, a "Government Official" is (a) an officer, employee, or any person acting in an official capacity for or on behalf of a government, including its departments, agencies, instrumentalities, quasi- or partially-government owned or controlled entities, or recently privatized government entities; (b) an officer or employee of an international organization (e.g., World Bank, United Nations); (c) an officer or employee of a political party or any party official, or a candidate for political office; (d) a member of the royal or ruling family of a country; or (e) any individual who is a principal or senior manager of, or who has an immediate family or close personal relationship or business ties with, any of the foregoing individuals or entities.
- (d) Buyer hereby represents and warrants to Seller that Buyer has not given, offered, or promised, and will not give, offer, or promise, directly or indirectly, money or any other thing of value to any commercial individual or entity intended to cause the recipient to do something favoring Buyer or Seller or to refrain from doing something disadvantaging Buyer or Seller, or otherwise intended to gain Buyer or Seller an illicit advantage in a commercial transaction.
- (e) Buyer and its directors, officers, employees, subcontractors, agents, representatives, vendors, and any other third parties that it engages in connection with this contract will not provide to Government Officials, in connection with or on behalf of Seller, (a) any facilitation payments or (b) charitable and/or political contributions. Buyer will obtain advance written permission from Seller before providing or paying for any gifts, entertainment, or travel for Government Officials in connection with the goods and/or services that are the subject of this contract, other than nominal and customary items that are permissible under local law (i.e., a Seller-logo coffee mug).
- (f) At Seller's discretion, Seller may provide anti-corruption training to Buyer, which will be completed within a reasonable period of time and, in any event, generally prior to beginning performance.
- (g) Neither Buyer nor any of its directors, officers, employees, subcontractors, agents, representatives, vendors, or any other third parties that it may engage in connection with this contract is a Government Official or has a family relationship with any Government Official in the jurisdictions in which it or they will conduct business relating to the goods and/or services that are the subject of this contract, except as disclosed to, and agreed to in writing by, Seller.
- (h) If, during the course of the contract, Buyer learns that it or any of its directors, officers, employees, subcontractors, agents, representatives, vendors, or any other third parties that it engages in connection with this contract will become a Government Official or an agent, representative or consultant to a Government Official, Buyer will promptly disclose this to Seller in writing and will ensure that the contract and continued performance thereunder remains in compliance with U.S. and local law.
- (i) Without Seller's prior written approval, neither Buyer nor any of its directors, officers, employees, subcontractors, agents, representatives, vendors, nor any other third parties that it engages will engage any other person in connection with the goods and/or services that are the subject of this contract or make any commitments on behalf of Seller to a government, government-owned or government-controlled entity or a Government Official. Buyer shall keep Seller closely advised of all communications and contacts with Government Officials made on behalf of Seller in connection with the goods and/or services that are the subject of this contract.
- (j) Buyer agrees that it will, at the request of Seller and at least annually, certify the continuing accuracy of the anti-corruption representations and warranties set forth in this contract. Buyer further agrees that, should it learn of information regarding any possible violation of laws and regulations in connection with the transactions that are the subject of this contract, Buyer will immediately advise Seller of such knowledge or suspicion. Buyer further agrees that it will cooperate in any resulting investigation by Seller or its agents.
- (k) Buyer agrees that it shall maintain, in accurate and complete order, all books and records (whether in printed, electronic, or other format) associated with the services and transactions contemplated by this contract. Such books and records shall include, without limitation, records relating to any (i) gifts, entertainment, or travel for Government Officials and potential customers and (ii) business, financial or other transactions between Buyer and Government Officials and potential customers. Such books and records, and all other books and records of Buyer relating to the contract, shall be open to inspection and audit by representatives of Seller during reasonable business hours during the life of the contract and for a period of seven (7) years thereafter. Any failure by Buyer to cooperate fully in making available all books and records covered by an audit request pursuant to this contract, so as to permit a timely and complete inspection and audit thereof, shall constitute a material breach of the contract.

- (l) Termination: Seller may terminate this contract immediately by written notice for cause in the event that (i) Seller forms a reasonable, good faith belief that Buyer or one of its directors, officers, employees, subcontractors, agents, representatives, vendors, or any other third parties that it engages in connection with the goods and/or services that are the subject of this contract has engaged in conduct in violation of this contract or applicable anti-corruption laws in connection with this contract; or (ii) the continuation of this contract would violate any applicable anti-corruption laws. In the event of such termination, all existing contractual obligations (including further compensation) may be declared null and void by Seller, and all offers outstanding at the time of termination shall be deemed rescinded.

16. **Language:** The English language version of this document will control in the event of any disagreement over any translation.

17. **Waiver:** Waiver by Seller of any breach of these provisions shall not be construed as a waiver of any other breach.

18. **Assignment; Source of Production:**

- (a) Buyer shall not assign its rights or obligations hereunder or under any contract with Seller, without the prior written consent of Seller, which consent shall not be unreasonably withheld or delayed. Any attempted assignment in contravention of the foregoing shall be void.
- (b) Subject to compliance with Buyer's applicable product quality, specifications and delivery requirements hereunder, Seller reserves the right to source production of the goods supplied hereunder from any facilities located in North America which are owned directly by any entity controlling, controlled by or under common control with Seller. Seller shall have no responsibility for meeting Buyer's country-of-origin product content requirements (if any) unless Seller is apprised in writing of such requirements at the time Buyer places its order with Seller, or in the case of standing orders, at or before the latest time Buyer may issue a release in accordance with Seller's production scheduling requirements.

19. **Construction:** No provision of this contract may be construed against the Seller as the drafting party. The term "including" means "including without limitation." The term "days" means calendar days unless otherwise expressly stated.

20. **Default:** In addition to any other remedies available to Seller at law or under this contract, Seller may terminate any contract with the Buyer, in whole or in part, in the event that:

- (a) Buyer fails to perform its obligations under or otherwise breaches any provisions of this contract or any other contract between the Buyer and Seller or any of Seller's affiliates;
- (b) Buyer ceases to carry on its business substantially as such business is conducted on the date of the contract between the Buyer and Seller and such change in circumstances modifies Seller's obligations or impairs either party's ability to discharge its obligations under this contract;
- (c) Buyer institutes or suffers the institution against it of bankruptcy, reorganization, liquidation receivership or similar proceedings;
- (d) Buyer is or generally becomes unable to pay its debts as they become due;
- (e) any term, condition, or provision of this contract or any other contract between the Buyer and Seller becomes invalid or illegal under any applicable law, rule or regulation;
- (f) an event of Force Majeure listed in Section 7 of these Terms and Conditions continues for a period of more than thirty (30) days.
- (g) If, without notifying Seller of, and obtaining Seller's prior written consent, Buyer assigns all or any portion of this contract or any other contracts between Buyer and Seller; or
- (h) if, without obtaining Seller's prior written consent, (i) Buyer sells, leases or exchanges any portion of Buyer's assets (not including those transactions occurring in the ordinary course of Buyer's business), (ii) Buyer merges or consolidates with or into another legal entity, or (iii) upon any change in ownership of Buyer, direct or indirect, including but not limited to, a change in the ownership of a minority or non-controlling interest in Buyer.

Furthermore, if an event described in subsections (a), (b), (d), (g), or (h) above occurs, Seller may, in addition to any other remedies that are available to it, change the payment terms under this contract or any other contract with Buyer.

21. **Cancellation by Buyer:** Buyer may not cancel an order once placed with Seller. All order volumes are a firm commitment of Buyer and Buyer shall be obligated to make payment for such volumes regardless of whether or not Buyer accepts tender of goods from Seller. Buyer's failure to purchase such volumes in accordance with the terms of this contract will constitute a material breach of this contract.

22. **Seller's Best Interests:** In the event Buyer is a reseller of Seller's products, Buyer shall at all times: (i) represent Seller and its products in good faith and in a professional manner, and (ii) not engage in any deceptive, misleading, illegal or unethical practices that may be detrimental to Seller or Seller's products. In addition to any of its remedies under this contract, at law and in equity, Seller reserves the right to terminate this contract and any other contract between Buyer and Seller or any of Seller's affiliates in the event of any material breach by Buyer of its duties under this paragraph.

23. **Third Party Rights:** Other than rights of Seller's affiliates under this contract, no third parties will have any rights under this contract.