Carlsen Precision Manufacturing — Purchase Order Terms and Conditions

Each Purchase Order placed by Buyer for Goods, Deliverables and/or Services is an offer to purchase, subject to these Purchase Order Terms and Conditions and the terms of the applicable Purchase Order. Buyers' offer expressly limits acceptance of these terms. Supplier will be deemed to have accepted them by acknowledging the Purchase Order, delivering any Goods or Deliverables, or beginning performance of any Services, whichever happens first. Buyer objects to and rejects any additional or different terms in any Supplier Proposal, acknowledgment, invoice or other Supplier document; those terms will not become part of the Agreement unless Buyer expressly accepts them in a writing signed by Buyer.

1. Definitions

In these Purchase Order Terms and Conditions, the following definitions apply:

(a) **"Affiliate"** means any entity that directly or indirectly controls, is controlled by, or is under common control with a party.

(b) **"Agreement"** means the agreement between Supplier and Buyer for the purchase and sale of Goods, Deliverables and/or Services and includes an Executed Agreement (if any).

(c) **"Applicable Law"** means all applicable federal, state and local laws, regulations, standards and codes of the United States, the State of Georgia, and any other jurisdiction in which Goods are manufactured, shipped or delivered or Services are performed, and includes decisions, directions and orders of courts of law and governmental agencies that have jurisdiction over the Supplier or the Goods, Deliverables and/or Services.

(d) **"Buyer"** means Carlsen Precision Manufacturing Inc., a Georgia corporation with its principal place of business in Rome, Georgia, acting through its authorized representatives.

(e) **"Deliverable"** means any deliverable or other output or result from Services that is referred to in a Purchase Order, and any related materials, data and documentation, and includes any Intellectual Property Rights developed by Supplier pursuant to such Purchase Order.

(f) **"Delivery Date"** means the date of delivery of Goods or Deliverables or performance of Services as specified in a Purchase Order.

(g) **"Delivery Point"** means the location identified by Buyer in the Purchase Order to which Supplier is to deliver Goods or Deliverables and/or perform the Services, or such other delivery area or point which is specified in writing by Buyer.

(h) **"Executed Agreement"** means a written agreement signed by Buyer and Supplier governing Buyer's purchase of the Goods, Deliverables and/or Services, but does not include Other Terms.

(i) **"Goods"** means the goods that are required to be delivered by Supplier pursuant to a Purchase Order, and includes all materials, component parts, packaging and labelling of such goods.

(j) **"Intellectual Property Rights"** means all intellectual and industrial property rights and rights of a similar nature, including all rights in and to: patents, including all issued patents, pending applications and patents which may issue from them (including divisionals, reissues, reexaminations, continuations and continuations-in-part); design patents; trademarks and service marks; copyrights; trade secrets and confidential information (including as protected under the Defend Trade Secrets Act of 2016 and the Georgia Trade Secrets Act of 1990); rights of publicity; moral rights to the extent recognized by Applicable Law; and other intellectual property rights, whether registered or not, and all applications, registrations, renewals and extensions pertaining to the foregoing.

(k) **"Other Terms"** means terms contained in an end user license agreement, click-through agreement, or other additional terms of use or similar terms provided by Supplier in respect of Goods, Deliverables and/or Services.

(l) **"Purchase Order"** means the purchase order between Buyer and Supplier for the purchase and sale of Goods, Deliverables and/or Services, to which these Purchase Order Terms and Conditions are attached or are incorporated by reference.

(m) **"Services"** means any services to be provided by Supplier to Buyer pursuant to a Purchase Order.

(n) **"Specifications"** means the requirements, attributes and specifications for the Goods, Deliverables or Services that are set out in the applicable Purchase Order. Specifications also include: (i) documentation published by Supplier relating to the Goods, Deliverables or Services; (ii) operational and technical features and functionality of the Goods, Deliverables or Services; (iii) standards or levels of service performance for Services; and (iv) Buyer business requirements that are expressly set out in a Purchase Order.

(o) **"Supplier"** means the party indicated on the face of the Purchase Order that is contracting with Buyer for the purchase and sale of Goods, Deliverables and/or Services.

(p) **"Supplier Proposal"** means any acknowledgement, estimate, quote, offer to sell, invoice or proposal of Supplier relating to the supply of Goods, Deliverables and/or Services to Buyer, including any delivered in connection with a request for quotations, request for proposal or similar process initiated by Buyer.

(q) **"Warranty Period"** means, in respect of any Goods, Deliverables or Services, the longer of: (i) the express written warranty period provided by Supplier for the Goods, Deliverables or Services; and (ii) the period commencing on the date of Acceptance of such Goods, Deliverables or Services and ending one (1) year from that date.

2. Agreement

(a) The Agreement consists only of: (i) the Executed Agreement (if any), including any requirements, attributes and specifications for the Goods, Deliverables or Services described in it; (ii) these Purchase Order Terms and Conditions; (iii) the applicable Purchase Order; and (iv) any Specifications or other documents expressly referenced in the Purchase Order. Any reference in the Purchase Order to a Supplier Proposal is solely for the purpose of incorporating the descriptions and specifications of the Goods, Deliverables and/or Services contained in that Supplier Proposal, and only to the extent they do not conflict with the descriptions and Specifications set out elsewhere in the Agreement. Buyer's

acceptance of, or payment for, Goods, Deliverables and/or Services will not constitute Buyer's acceptance of any Other Terms or of any additional or different terms in any Supplier Proposal, unless Buyer accepts them in a writing signed by Buyer. If there is any conflict or inconsistency between the documents constituting the Agreement, then, unless the Executed Agreement expressly provides otherwise, it will be resolved by the order of precedence set out in this Section 2(a).

(b) Other Terms will not be binding on Buyer. If end users are required to accept Other Terms to access the Goods, Deliverables or Services, those end users "accept" the Other Terms only as a means to proceed and not to bind Buyer.

3. Delivery of Goods and Services

(a) Supplier agrees to supply and deliver the Goods or Deliverables to Buyer and to perform the Services, as applicable, on the terms set out in this Agreement.

(b) Unless the Purchase Order states otherwise, all Goods are sold F.O.B. the Delivery Point (destination), and Supplier shall, at its own expense and risk, pack, load and deliver the Goods to the Delivery Point in accordance with the invoicing, delivery, shipping, packing and other instructions on the face of the Purchase Order or otherwise provided to Supplier by Buyer in writing. No charges will be allowed for freight, transportation, insurance, shipping, storage, handling, demurrage, cartage, packaging, fuel or similar charges unless provided for in the applicable Purchase Order or otherwise agreed to in writing by Buyer.

(c) Time is of the essence with respect to delivery of the Goods or Deliverables and performance of Services. Goods and Deliverables shall be delivered and Services performed by the applicable Delivery Date. Supplier must immediately notify Buyer if Supplier is likely to be unable to meet a Delivery Date. At any time prior to the Delivery Date, Buyer may, upon notice to Supplier, cancel or change a Purchase Order, or any portion of it, for any reason, including for the convenience of Buyer or due to Supplier's failure to comply with this Agreement, unless otherwise noted.

(d) Title and risk of loss or damage shall pass to Buyer upon receipt of Goods at the Delivery Point, unless otherwise agreed to by Buyer in writing. Buyer has no obligation to obtain insurance while Goods are in transit from Supplier to the Delivery Point.

(e) For any Goods (or components of Goods) that originate outside the United States, Supplier shall: (i) comply with all requirements of U.S. Customs and Border Protection (CBP) and other U.S. agencies with jurisdiction over the importation of the Goods; (ii) ensure each article (or its container, where permitted) is marked with its country of origin as required by 19 U.S.C. § 1304 and 19 C.F.R. Part 134; (iii) provide accurate commercial invoices, Harmonized Tariff Schedule classifications, country-of-origin and valuation information, and any other shipping or customs documentation Buyer or its customs broker requests; and (iv) follow Buyer's instructions and cooperate with Buyer's customs broker. Unless the Purchase Order designates Buyer as importer of record, Supplier is the importer of record and is responsible for all duties, tariffs, fees and customs compliance.

4. Inspection; Acceptance and Rejection

(a) All shipments of Goods, provision of Deliverables and performance of Services are subject to Buyer's right of inspection. Buyer shall have one hundred and twenty (120) days (the **"Inspection Period"**)

following delivery of the Goods at the Delivery Point, provision of the Deliverables or performance of the Services to undertake such inspection, and upon such inspection Buyer shall either accept the Goods, Deliverables or Services (**"Acceptance"**) or reject them. Buyer may reject any Goods that are delivered in excess of the quantity ordered or are damaged or defective, and any Goods, Deliverables or Services that do not conform to the Specifications or any term of this Agreement. Neither transfer of title to Buyer nor payment constitutes Buyer's Acceptance of Goods. Within the Inspection Period, Buyer shall give Supplier notice of any Goods, Deliverables or Services that are rejected, together with the reasons for rejection. If Buyer rejects Services or Deliverables, Supplier will re-perform the Services and, if applicable, provide updated Deliverables within ten (10) days at no additional cost, in a manner that remedies the reasons for rejection identified by Buyer; in that case, the Inspection Period and Acceptance process will begin again. If Buyer does not give Supplier notice of rejection within the Inspection Period, Buyer will be deemed to have accepted such Goods, Deliverables or Services. Buyer's inspection, testing, Acceptance or use of the Goods, Deliverables or Services shall not limit or otherwise affect Supplier's warranty obligations, and those warranties survive inspection, testing, Acceptance and use.

(b) Buyer may return rejected Goods to Supplier at Supplier's expense and risk of loss for, at Buyer's option, either: (i) full credit or refund of all amounts paid by Buyer for the rejected Goods; or (ii) replacement Goods to be received within the time period specified by Buyer. Title to rejected Goods that are returned to Supplier transfers to Supplier upon delivery to Supplier, and such Goods shall not be replaced except upon Buyer's written instructions. Supplier shall not deliver Goods that were previously rejected for non-compliance with this Agreement unless delivery is approved in advance by Buyer and is accompanied by a written disclosure of Buyer's prior rejection(s).

5. Price; Payment Terms; Duties and Tariffs

(a) **Price and payment.** Prices for the Goods, Deliverables and/or Services will be set out in the applicable Purchase Order. Unless otherwise stated in the Purchase Order, all amounts are stated in and will be paid in United States dollars. Price increases or charges not expressly set out in the Purchase Order are not effective unless agreed to in advance in writing by Buyer. Supplier will issue all invoices on a timely basis. All invoices must meet Buyer's requirements and, at a minimum, reference the applicable Purchase Order number. Buyer will pay the undisputed portion of properly rendered invoices as per agreed payment terms. Buyer may withhold payment of any invoiced amounts that are disputed in good faith until the parties reach agreement on them; such withholding is not a breach of this Agreement, and no interest will be charged on such amounts. Buyer will pay the undisputed balance of any invoice that is the subject of a dispute within the time period specified above.

(b) **Duties, tariffs and surcharges.** Unless the Purchase Order expressly states otherwise, prices include all customs duties, tariffs, trade-remedy duties (including antidumping and countervailing duties), merchandise processing and harbor maintenance fees, and similar charges imposed under any statute on the Goods or their components and in effect on the date of the Purchase Order. Supplier shall not add any tariff, duty, fuel, raw material or other surcharge without Buyer's prior written consent. If any duty or tariff included in a price paid by Buyer is later refunded, reduced, drawn back or held unlawful, Supplier shall promptly notify Buyer, diligently pursue any available refund, and credit or pay to Buyer the portion attributable to the Goods Buyer purchased.

6. Taxes

(a) Unless otherwise stated in a Purchase Order, all prices and other payments stated in the Purchase Order are exclusive of sales, use, excise and similar transaction taxes. Supplier shall separately state on each invoice all such taxes that Supplier is legally required to collect from Buyer, together with Supplier's applicable tax registration number(s). Buyer will pay properly invoiced taxes when the applicable invoice is due, and Supplier will remit them to the applicable governmental authority as required by Applicable Law.

(b) Supplier shall not charge sales or use tax on any purchase for which Buyer furnishes a properly completed certificate of exemption, including the applicable Georgia Department of Revenue form (for example, Form ST-5, or Form ST-5M for the manufacturing exemptions under O.C.G.A. § 48-8-3.2), and shall retain the certificate as required by Applicable Law.

(c) Supplier is solely responsible for all taxes based on its income, gross receipts, property, franchise or employees. Before Buyer's first payment, Supplier shall provide a properly completed IRS Form W-9 or, for a foreign Supplier, the applicable IRS Form W-8. Notwithstanding any other provision of this Agreement, Buyer may withhold from any amount payable to Supplier any taxes Buyer is required by Applicable Law to withhold (including U.S. federal backup or nonresident withholding) and remit them to the applicable governmental authority; amounts so withheld are treated as paid to Supplier.

7. Hazardous Materials and Material Composition

(a) Supplier shall provide, upon Buyer's request and as needed to satisfy any Applicable Law governing hazardous substances, either: (i) all reasonably necessary documentation to verify the material composition, on a substance-by-substance basis (including the quantity of each substance used), of any Goods or Deliverables and of any process used to make, assemble, use, maintain or repair them; or (ii) all reasonably necessary documentation to verify that the Goods or Deliverables, and any such process, do not contain, and the Services do not require the use of, any particular hazardous substances specified by Buyer.

(b) For any Goods that are or contain hazardous chemicals, Supplier shall provide Safety Data Sheets and labels that comply with the OSHA Hazard Communication Standard, 29 C.F.R. § 1910.1200, with the initial shipment to each Buyer location, with the first shipment after a Safety Data Sheet is updated, and at any time on request.

(c) Supplier shall classify, package, mark, label, document and ship all hazardous materials in compliance with the U.S. Department of Transportation Hazardous Materials Regulations, 49 C.F.R. Parts 171–180, and shall ensure that the Goods comply with the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., to the extent applicable.

(d) Supplier shall promptly provide any other material-content declarations Buyer reasonably requests to meet its own or its customers' regulatory or reporting obligations (for example, conflict-minerals reporting templates or RoHS/REACH declarations).

8. Compliance with Laws; Buyer Policies; Workplace Safety; Trade Controls

(a) **Compliance with laws.** In carrying out its obligations under the Agreement, including the performance of Services, Supplier shall at all times comply with Applicable Law. Supplier shall obtain all permits, licenses, exemptions, consents and approvals required for Supplier to manufacture and deliver the Goods and/or Deliverables and perform the Services.

(b) **Forced labor.** Supplier represents and warrants that no Goods, and no component or material incorporated in them, were or will be mined, produced or manufactured, wholly or in part, (i) by forced, convict, indentured or child labor, including within the meaning of Section 307 of the Tariff Act of 1930 (19 U.S.C. § 1307); or (ii) in the Xinjiang Uyghur Autonomous Region of the People's Republic of China, or by any entity on the UFLPA Entity List maintained under the Uyghur Forced Labor Prevention Act (Pub. L. 117-78). Supplier has taken and will continue to take reasonable steps, including supply-chain mapping and due diligence, to reduce the risk that such labor is used in its supply chain. Supplier shall provide information and evidence reasonably requested by Buyer to verify compliance with this Section 8(b), including documentation needed to respond to any CBP inquiry, detention or exclusion of Goods.

(c) **Buyer policies.** Supplier shall at all times comply, and ensure all persons for whom it is responsible comply, with the Carlsen Precision Manufacturing Supplier Code of Ethics and the other commitments set out in Buyer's policies (available at https://www.carlsenpm.com/contact-us/policy-and-compliance or on request). Supplier will also ensure that all persons for whom it is responsible comply with Buyer's safety rules and reasonable directions while on Buyer's premises.

(d) **Workplace safety and workers' compensation.** Supplier shall comply with the Occupational Safety and Health Act of 1970 and the OSHA standards that apply to its work. Supplier shall maintain workers' compensation coverage as required by the laws of each state in which its personnel perform work, including, for work performed in Georgia, the Georgia Workers' Compensation Act (O.C.G.A. § 34-9-1 et seq.), together with employer's liability insurance. For any Services performed at Buyer's premises, Supplier shall carry workers' compensation and employer's liability coverage even if not otherwise required by law, unless Buyer waives this requirement in writing. Supplier shall provide evidence of coverage upon request.

(e) **Export controls and sanctions.** Supplier shall comply with all applicable U.S. export control and economic sanctions laws, including the Export Administration Regulations (15 C.F.R. Parts 730–774), the International Traffic in Arms Regulations (22 C.F.R. Parts 120–130) and the regulations administered by the U.S. Department of the Treasury's Office of Foreign Assets Control (31 C.F.R. Chapter V). On request, Supplier shall provide the export classification (ECCN or USML category) of any Goods or Deliverables. Supplier shall not export, re-export or transfer any technical data or other item received from Buyer, or release it to any foreign person, except as authorized under those laws. Supplier represents that neither it nor any person owning or controlling it is identified on any U.S. government restricted-party list.

(f) **U.S. Government contracts.** If a Purchase Order states that it is issued under a U.S. Government prime contract or subcontract, the clauses identified in that Purchase Order are incorporated by reference and flow down to Supplier. Where applicable, Supplier shall comply with 41 C.F.R. § 60-300.5(a) (protected veterans) and 41 C.F.R. § 60-741.5(a) (individuals with disabilities).

9. Warranties

(a) **Product warranties.** Supplier warrants to Buyer that during the Warranty Period all Goods provided under this Agreement shall be: (i) merchantable; (ii) fit for the particular purposes for which they are intended; (iii) unless otherwise agreed to by Buyer, new; (iv) free from defects in design, material and workmanship; (v) in strict compliance with the Specifications; (vi) free from any liens or encumbrances on title whatsoever; (vii) in conformance with any samples provided to Buyer; and (viii) compliant with all Applicable Law. These warranties explicitly extend to the future performance of the Goods for the full Warranty Period. They are in addition to, and do not disclaim, any warranties implied by law, including the implied warranties of merchantability and fitness for a particular purpose under O.C.G.A. §§ 11-2-314 and 11-2-315.

(b) **Service warranties.** Supplier shall perform all Services: (i) exercising the degree of professionalism, skill, diligence, care, prudence, judgment and integrity that would reasonably be expected from a skilled and experienced service provider providing services under the same or similar circumstances; (ii) in accordance with all Specifications and all Buyer policies and codes applicable to Supplier; and (iii) using only personnel with the skills, training, expertise and qualifications necessary to carry out the Services. Buyer may object to any of Supplier's personnel engaged in the Services who, in Buyer's reasonable opinion, lack appropriate skills or qualifications, engage in misconduct, constitute a safety risk or hazard, or are incompetent or negligent. Supplier shall promptly remove such personnel from the Services upon receipt of notice and shall not re-engage them in connection with the Services without Buyer's prior written consent. Supplier also warrants that the Deliverables will comply with the Specifications for the Warranty Period.

(c) **Intellectual property warranty.** Supplier further warrants that at all times the Goods, Deliverables and/or Services will not violate or infringe any Intellectual Property Rights of any person.

(d) **Manufacturer warranties.** Supplier shall assign to Buyer all manufacturers' warranties for Goods not manufactured by or for Supplier and complete all steps the manufacturers require for the assignment.

10. Warranty Remedies

(a) If any warranty in Section 9(a) or 9(b) is breached, then, without prejudice to any other right or remedy available to Buyer (including Buyer's indemnification rights), Supplier will, at Buyer's option and Supplier's expense, refund the purchase price for, or correct or replace, the affected Goods or Deliverables, or re-perform the affected Services, within ten (10) days after Buyer's notice of the breach. Supplier will bear all associated costs, including costs of re-performance, inspection of the Goods, Deliverables and/or Services, transport of the Goods from Buyer to Supplier and return shipment to Buyer, and costs resulting from supply-chain interruptions. The warranties in Sections 9(a) and 9(b) will apply to corrected or replaced Goods or Deliverables and re-performed Services for a further Warranty Period beginning on the date of their Acceptance. If Supplier fails to repair or replace the Goods or Deliverables or re-perform the Services within the required time, Buyer may do so itself, engage a third party to do so, or purchase substitute goods or services, in each case at Supplier's expense.

(b) If any Goods or Deliverables are subject to a claim or allegation of infringement of a third party's Intellectual Property Rights, Supplier shall, at its own option and expense and without prejudice to any other right or remedy of Buyer (including Buyer's indemnification rights), promptly provide Buyer with a

commercially reasonable alternative, including procuring for Buyer the right to continue using the Goods or Deliverables, replacing them with a non-infringing alternative satisfactory to Buyer, or modifying them (without affecting functionality) so they are non-infringing.

11. Intellectual Property Rights

Effective upon Supplier's receipt of payment for each Deliverable, Supplier hereby assigns to Buyer all rights, title and interest, including all Intellectual Property Rights, in and to that Deliverable, free and clear of all liens and encumbrances. To the extent any Deliverable contains intellectual property of Supplier that is not assigned, Supplier hereby grants Buyer a worldwide, royalty-free, non-exclusive, perpetual, irrevocable license to use, copy, modify and distribute that intellectual property as part of the Deliverables. To the extent permitted by Applicable Law, Supplier waives, and shall cause its personnel to waive, any moral rights or similar rights in the Deliverables. Supplier shall provide all assistance reasonably requested by Buyer to perfect these rights, including executing assignments and obtaining any waivers needed to vest the entire right, title and interest in Buyer and its successors and assigns.

12. Confidentiality

(a) Supplier shall safeguard and keep confidential all information relating to Buyer obtained by it or provided to it by Buyer in connection with this Agreement and shall use that information only to carry out its obligations under this Agreement. Supplier's obligations continue for as long as the information remains confidential and, for trade secrets, for as long as the information remains a trade secret under Applicable Law, including the Georgia Trade Secrets Act of 1990 (O.C.G.A. § 10-1-760 et seq.) and the Defend Trade Secrets Act of 2016.

(b) **Notice of immunity under 18 U.S.C. § 1833(b).** An individual will not be held criminally or civilly liable under any federal or state trade secret law for disclosing a trade secret that is made (i) in confidence to a federal, state or local government official, directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if that filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the individual's attorney and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal and does not disclose the trade secret except under court order.

13. Insurance

Supplier represents and warrants that it maintains, with reputable insurers authorized to do business in the applicable state, insurance in the types and amounts a prudent supplier of goods and services similar to the Goods, Deliverables and Services would maintain, including, as applicable: commercial general liability insurance (including products-completed operations coverage); automobile liability insurance; workers' compensation insurance as required by law and employer's liability insurance; professional errors and omissions liability insurance; and all-risk contractor's equipment insurance. Supplier will also obtain and maintain, at its own cost, any additional insurance Buyer reasonably requires from time to time. Supplier will promptly deliver written proof of insurance (such as certificates of insurance) when requested. If requested, Buyer will be named as an additional insured, and Supplier's

insurers will waive subrogation against Buyer, under those policies. If requested by Buyer, the insurance will provide that it cannot be cancelled or materially changed so as to affect the coverage required under this Agreement, without at least 30 days' prior written notice to Buyer.

14. Indemnities

(a) Supplier shall indemnify, defend and hold harmless Buyer, its Affiliates, and their respective officers, directors, employees, consultants and agents (the **"Buyer Indemnified Parties"**) from and against any claims, fines, penalties, losses, actions, damages, expenses, legal fees and all other liabilities brought against or incurred by the Buyer Indemnified Parties, or any of them, arising out of: (i) death, bodily injury, or loss of or damage to real or tangible personal property resulting from the use of, or any actual or alleged defect in, the Goods, Deliverables or Services, or from their failure to comply with the warranties in this Agreement; (ii) any claim that the Goods, Deliverables or Services infringe or violate the Intellectual Property Rights or other rights of any person; (iii) any intentional, wrongful or negligent act or omission of Supplier or any of its Affiliates or subcontractors; (iv) Supplier's breach of any of its obligations under this Agreement; or (v) any liens or encumbrances relating to any Goods, Deliverables or Services.

(b) Nothing in this Section 14 requires Supplier to indemnify, hold harmless or defend any Buyer Indemnified Party against liability for bodily injury or damage to property caused by or resulting from the sole negligence of that Buyer Indemnified Party where such an obligation would be void under O.C.G.A. § 13-8-2(b). In that event, this Section 14 will be enforced to the fullest extent permitted by Applicable Law.

15. LIMITATION OF LIABILITY

EXCEPT FOR SUPPLIER'S OBLIGATIONS UNDER SECTION 14 (INDEMNITIES), AND EXCEPT FOR DAMAGES THAT RESULT FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A PARTY, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING ANY LOST PROFITS, DATA, GOODWILL OR BUSINESS OPPORTUNITY, FOR ANY MATTER RELATING TO THIS AGREEMENT.

16. Independent Contractor

Supplier will perform its obligations under the Agreement as an independent contractor, and neither Supplier nor its employees will be considered employees, agents, partners, fiduciaries or joint venturers of Buyer. Supplier and its employees have no authority to represent or bind Buyer or its Affiliates in any way and will not hold themselves out as having authority to act for Buyer or its Affiliates.

17. Further Assurances

The parties shall sign such further documents, cause such meetings to be held and resolutions passed, and do and perform such further acts and things as may be necessary or desirable to give full effect to this Agreement and every part of it.

18. Severability

If any provision of this Agreement is determined to be unenforceable or invalid for any reason, in whole or in part, that invalidity or unenforceability attaches only to that provision or part of it, and the remaining part and all other provisions continue in full force and effect.

19. Waiver

No waiver of any provision of this Agreement is enforceable against a party unless it is in writing and signed by that party.

20. Assignment

Supplier may not assign or subcontract this Agreement, in whole or in part, without Buyer's prior written consent. A permitted assignment or subcontract does not release Supplier from its obligations under this Agreement, and Supplier remains jointly and severally liable with the assignee or subcontractor for any obligations assigned or subcontracted. The acts or omissions of Supplier's subcontractors are deemed to be the acts or omissions of Supplier. Buyer may assign this Agreement, in whole or in part, to any Affiliate of Buyer without Supplier's consent. This Agreement inures to the benefit of and is binding upon the parties and their respective legal representatives, successors and permitted assigns.

21. Cumulative Remedies

Buyer's rights and remedies under this Agreement are cumulative and in addition to any other rights and remedies available at law or in equity, including those available to a buyer under Article 2 of the Georgia Uniform Commercial Code (O.C.G.A. Title 11, Chapter 2).

22. Survival

Any provision of this Agreement which expressly or by implication from its nature is intended to survive the termination or completion of the Agreement will continue in full force and effect after any termination, expiry or completion of this Agreement.

23. Interpretation

The headings used in this Agreement and its division into sections and other subdivisions do not affect its interpretation, except that the heading of Section 15 is intended to call attention to that provision. Unless the context requires otherwise, words importing the singular include the plural and vice versa, and words importing gender include all genders. References in this Agreement to sections and other subdivisions are to those parts of this Agreement. Where this Agreement uses the word "including," it means "including without limitation," and where it uses the word "includes," it means "includes without limitation."

24. Governing Law; Venue

The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. This Agreement is governed by the laws of the State of Georgia, including the Georgia Uniform Commercial Code, and the federal laws of the United States applicable in Georgia, without

regard to conflict-of-laws principles. The parties irrevocably submit to the jurisdiction of the state courts sitting in Floyd County, Georgia and of the United States District Court for the Northern District of Georgia, Rome Division, which will have non-exclusive jurisdiction over any matter arising out of this Agreement.

25. Electrical/Electronic Components and Equipment

All electrical and electronic components and equipment must be listed or labeled by a Nationally Recognized Testing Laboratory (NRTL) recognized by OSHA (such as UL, CSA Group or Intertek), so that they are "approved" for workplace use under 29 C.F.R. §§ 1910.303 and 1910.399, and must conform to the National Electrical Code (NFPA 70) as adopted in the State of Georgia, NFPA 79 (Electrical Standard for Industrial Machinery) where applicable, applicable industry standards, and all other Applicable Law. If equipment is custom-made and not NRTL-listed or labeled, Supplier shall provide the test data, and documentation Buyer needs to establish its acceptability under 29 C.F.R. § 1910.399.

26. Electronic Records and Signatures

Purchase Orders, acknowledgments, notices, waivers, consents and other records under this Agreement may be created, signed and delivered electronically. An electronic record or electronic signature satisfies any requirement in this Agreement or in Applicable Law that a record be in writing or signed, as provided in the Georgia Uniform Electronic Transactions Act (O.C.G.A. § 10-12-1 et seq.) and the federal Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001 et seq.).