



TERMS AND CONDITIONS FOR THE SALE OF GOODS AND SERVICES

1. ENTIRE AGREEMENT, MODIFICATIONS – These terms and conditions (“Terms”), together with the Basic Purchase Order Terms (as defined below), constitute the entire agreement between Johnson Screens, Inc. (“SELLER”) and a buyer (“CUSTOMER”) for CUSTOMER’s purchase of goods or services from SELLER. References to “or” (unless stated as “either or”) mean one or more of the referenced items. These Terms shall prevail over any contradictory terms and conditions in any purchase order (or “order”), other document submitted to SELLER, or SELLER marketing materials describing goods or services. No change in, addition to, or waiver of the Terms will be a binding obligation on SELLER, and the same are hereby expressly rejected, unless approved in writing by its authorized representative. SELLER’s receipt, acknowledgement or acceptance of CUSTOMER’s purchase order will not modify these Terms or become part of SELLER’s agreement to the extent it contradicts these Terms. CUSTOMER accepts these Terms by placing an order with SELLER or receiving goods or services from SELLER. SELLER is a material supplier and is not a party to CUSTOMER’s agreement with owner or others. CUSTOMER agrees to pay SELLER without reference to CUSTOMER’s contract with owner or others. It is understood that CUSTOMER has the ultimate obligation to pay SELLER on the terms and within the time period set forth herein, regardless of CUSTOMER’s payment status from the owner or others. If any of these Terms are held to be invalid or unenforceable, the balance of these Terms will remain in force. “Basic Purchase Order Terms” are limited solely to the following in the purchase order: the goods or services ordered; the quantity of each of the goods or services ordered and the requested delivery or performance date, which is a request only and is subject to Section 11.

2. TITLE AND RISK OF LOSS – Title to the goods sold by SELLER to CUSTOMER passes to CUSTOMER upon SELLER’s receipt of full payment for the goods and any prior outstanding debt. Risk of loss passes to CUSTOMER upon delivery of the goods to the carrier or appointed person at SELLER’s facility. Unless otherwise specified in CUSTOMER’s purchase order accepted by SELLER, all sales are EXW (2020 Incoterms®) SELLER’s plant. Title and risk of loss also pass as provided in Section 12.

3. PRICES AND VARIATION – Unless otherwise stated in writing, the prices are net, in U.S. Dollars and subject to adjustment based on changes in the rate of exchange after the date of price issuance. Further, unless otherwise stated in writing, prices are subject to increase based on increases after the date of price issuance in labor cost, material cost, due to changes in Trade Laws (as defined below), other taxes, freight, insurance, clearance, and other similar charges, which increases shall be to the account of the CUSTOMER. SELLER may, at any time and without notice, increase the price of goods or services due to said variations prior to the delivery of the goods or performance of the services. Clerical errors are subject to correction without liability to SELLER. In no event shall SELLER have any liability or obligation due to changes in Trade Laws or applications thereof, including, without limitation, for subsequent reductions, changes, refunds or otherwise with respect to prior impositions of costs, charges or taxes paid by SELLER, even if Trade Laws supporting price increases are subsequently changed or found invalid.

4. PAYMENT – SELLER may, at its option, require CUSTOMER to pay for all goods or services at the time the order is placed or require CUSTOMER to submit an irrevocable letter of credit in favor of SELLER from an issuer acceptable to SELLER. In the event SELLER does not require advance payment or require such letter of credit, payment by CUSTOMER will be due thirty (30) days from the date of SELLER’s invoice covering a particular shipment or service. No retainage or other deductions shall be made from such payments. CUSTOMER assumes full responsibility, including reporting and payment, of all taxes, however

designated, or other governmental charges arising out of, levied or based upon, or in connection with the sale of the goods or services by SELLER to CUSTOMER, including state and local privilege, sales and use, or excise taxes based on gross revenue or any taxes or amount in lieu hereof paid or payable by SELLER in respect of the foregoing (but excluding local, state and federal net income taxes measured by the net income of SELLER). In no event will any charges for engineering services imply a conveyance of any design and/or manufacturing rights as to the goods or services, unless such conveyance is expressly set forth in a separate written agreement signed by authorized representatives of both parties. In the event of failure by CUSTOMER to make any payment when due, without prejudice to any other right or remedy available to SELLER, SELLER shall, at its sole discretion, be entitled to any or all of the following: (a) terminate any or all CUSTOMER orders and/or suspend any further deliveries to CUSTOMER; (b) charge the CUSTOMER interest on any unpaid portion of the purchase price at twelve percent (12%) per annum or the highest legal rate, whichever is less. SELLER may elect to continue to make shipments or provide services despite the continuance of such default, however such election by SELLER will in no way constitute a waiver of such default nor affect SELLER’s legal remedies. Further, the CUSTOMER shall bear all costs arising in connection with the recovery of the invoiced sums outstanding, including costs of reminders and seeking information, collection expenses, and reasonable attorneys’ fees.

5. CUSTOMER OBLIGATIONS – CUSTOMER shall provide complete, accurate and timely information necessary or reasonable for SELLER to meet the requirements of each order. SELLER is entitled to rely on such information and CUSTOMER represents CUSTOMER has the necessary rights for SELLER’s use thereof to manufacture and supply goods or provide services to CUSTOMER. CUSTOMER grants SELLER a non-exclusive, royalty-free right to use, copy, store and process such information as necessary to perform the order, and SELLER may use data derived from the goods and services in anonymized and aggregated form that does not identify CUSTOMER to develop and improve its goods, services, processes and technology.

6. PERFORMANCE OF SERVICES – SELLER shall use reasonable efforts to meet any performance dates to render the services specified in the applicable order, provided any such dates shall be estimates only and are subject to Section 11. If services will be performed on materials supplied by CUSTOMER (“CUSTOMER Property”), SELLER will exercise reasonable care with respect to such CUSTOMER Property but risk of loss to the CUSTOMER Property will remain at all times with CUSTOMER. CUSTOMER acknowledges that (i) SELLER is unable to guarantee that CUSTOMER Property will not be damaged in connection with the provision of services, and (ii) provided SELLER exercises reasonable care with respect to CUSTOMER Property, SELLER will not be liable for damage to CUSTOMER Property. CUSTOMER shall (i) cooperate with SELLER in all matters relating to the services and, for services performed at CUSTOMER’s facility, provide such access to CUSTOMER’s premises as may reasonably be requested by SELLER for the purposes of performing the services; (ii) respond promptly to any request by SELLER to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for SELLER to perform services in accordance with the requirements of the applicable order; (iii) provide such CUSTOMER Property or information as SELLER may request to carry out the services in a timely manner and ensure that such CUSTOMER Property or information are complete and accurate in all material respects; and (iv) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the services before the date on which the services are to start.

7. SECURITY INTEREST – CUSTOMER hereby grants to SELLER a purchase money security interest in all goods purchased by CUSTOMER from SELLER until CUSTOMER has paid for such goods in full. CUSTOMER hereby authorizes SELLER to file UCC-1 financing statements in accordance with applicable law to perfect its security interest granted herein. No goods furnished by SELLER shall become a fixture by reason of being attached to real estate. In the event of any default by CUSTOMER, SELLER may, in addition to any and all other remedies provided by law, exercise all rights of a secured party. If SELLER elects to repossess the goods, CUSTOMER authorizes SELLER, with or without legal process, to enter all premises where the goods are located to remove

or take possession of the same. Ten (10) days advance notice of any intended disposition of repossessed goods shall be deemed reasonable.

8. WARRANTIES – Provided that CUSTOMER complies with SELLER's applicable written instructions or owner's manuals, if any, and subjects the goods purchased from SELLER only to operating conditions and environments, applications and intended uses specified by CUSTOMER in the purchase order for the goods and approved in writing by SELLER (or if not so specified, then those specified, and not excepted to, in SELLER's most recent quotation for the goods), and subject to the terms herein, SELLER warrants the goods to be free of defects in material and workmanship for a period equal to the earlier to occur of (i) eighteen (18) months after the date the goods are delivered to CUSTOMER in accordance with the applicable Incoterms® set forth in Section 2 or upon deemed delivery under Section 12(a), or (ii) twelve (12) months after the goods are installed (the "Warranty Period"). The above warranty does not apply to: (a) used goods or goods that have been repaired or refurbished by other than SELLER; (b) goods that have been modified or subjected to improper handling, storage, installation, operation or maintenance by other than SELLER, including use of unauthorized replacement or spare parts; (c) component parts not manufactured by SELLER; (d) normal wear and tear; (e) models or samples furnished to CUSTOMER as illustrations only of general properties; (f) defects or damage due to corrosion, the use of explosives, or the injection of chemicals or substances not approved by SELLER in writing; and (g) defects or damage arising other than due to defects in SELLER's material and workmanship. This warranty is subject to CUSTOMER, upon SELLER's request, returning the defective good or part to SELLER for inspection at CUSTOMER's risk and cost, and freight prepaid. SELLER's warranty does not cover assembly, disassembly, removal or reassembly, or the results of computational fluid dynamics.

SELLER warrants to CUSTOMER that it shall perform the services in accordance with generally recognized industry standards for similar services. This warranty applies for a period of twenty (20) days after performance of the services (the "Services Warranty Period").

With respect to goods, any alleged breach of this Section 8 shall be forever waived if not reported to SELLER in writing within the Warranty Period or ten (10) days from the date of discovery of the defect, whichever is earlier. With respect to services, any alleged breach of this Section 8 shall be forever waived if not reported to SELLER in writing within the Services Warranty Period or ten (10) days from the date of discovery of the defect, whichever is earlier. In the event of any breach of this Section 8, SELLER shall, at its sole discretion and as CUSTOMER's sole and exclusive remedy, repair or replace the defective goods or applicable part of the goods, reperform the services, or refund the purchase price of such item or services. All goods repaired or replaced hereunder shall be repaired or replaced at SELLER's facilities. A new Warranty Period shall not be established for repaired or replaced goods or parts. Such items shall remain under warranty only for the remainder of the Warranty Period on the original goods. No action by SELLER beyond SELLER's obligation expands or extends the foregoing obligation of SELLER. SELLER's warranty with respect to goods only applies to the goods sold by SELLER to CUSTOMER. SELLER does not warrant or provide any guarantees for the planning, construction or installation of the goods except for those expressly set forth above. No access, inspections, tests or advice of SELLER or its representative expands SELLER's obligations stated in these Terms. All technical (including design) advice and recommendations of SELLER or training by SELLER, if any, is intended for persons having the appropriate education and skill, and SELLER is not liable for any use or non-use of thereof. CUSTOMER is solely responsible for determining the suitability of the goods and services provided by SELLER.

THE WARRANTIES AND REMEDIES STATED IN THIS SECTION ARE EXCLUSIVE. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESIGN OR OTHERWISE, AND ALL SUCH OTHER WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. NO PROMISE OR AFFIRMATION OF FACT MADE BY ANY AGENT OR REPRESENTATIVE OF SELLER CONSTITUTES A WARRANTY BY SELLER OR GIVES RISE TO ANY LIABILITY OR OBLIGATION OF SELLER.

9. LIMITATION OF LIABILITY – NOTWITHSTANDING ANY OTHER PROVISION OF THESE TERMS, CUSTOMER EXPRESSLY AGREES THAT NEITHER SELLER NOR ITS SUPPLIERS WILL UNDER ANY CIRCUMSTANCES BE LIABLE UNDER ANY THEORY OF RECOVERY, WHETHER BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), UNDER WARRANTY, OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE OR PUNITIVE DAMAGES WHATSOEVER; DAMAGE TO OR LOSS OF PROPERTY OR EQUIPMENT; LOSS OF PROFITS OR REVENUE; LOSS OF POWER; LOSS OF USE OF CUSTOMER's MATERIAL, EQUIPMENT OR FACILITIES; LOSS OF INFORMATION AND DATA; LOSS OF INTEREST; INCREASED COSTS OF ANY KIND, INCLUDING BUT NOT LIMITED TO CAPITAL COST; BUSINESS INTERRUPTION; OR CLAIMS OF CUSTOMERS OF CUSTOMER.

CUSTOMER EXPRESSLY AGREES THAT THE REMEDIES PROVIDED IT HEREIN ARE EXCLUSIVE AND THAT UNDER NO CIRCUMSTANCES SHALL THE TOTAL AGGREGATE LIABILITY OF SELLER UNDER ANY THEORY OF RECOVERY, WHETHER BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), UNDER WARRANTY, OR OTHERWISE, EXCEED THE LESSER OF ONE MILLION DOLLARS (\$1,000,000) OR THE TOTAL PRICE PAID TO SELLER FOR THE SPECIFIC GOODS OR SERVICES AT ISSUE.

THE WAIVERS AND DISCLAIMERS OF LIABILITY, RELEASES FROM LIABILITY, AND LIMITATIONS ON LIABILITY EXPRESSED IN THIS SECTION 9 LIMITATION OF LIABILITY, SHALL EXTEND TO THE PARTNERS, PRINCIPALS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS OF SELLER AND ITS AFFILIATES, SUCCESSORS, OR ASSIGNS. ALL LIABILITY OF SELLER AND ITS SUPPLIERS UNDER THESE TERMS SHALL TERMINATE NO LATER THAN THREE (3) MONTHS AFTER THE EXPIRATION OF THE WARRANTY PERIOD OR THE SERVICES WARRANTY PERIOD, AS APPLICABLE. THE PROVISIONS OF THIS SECTION 9 - LIMITATION OF LIABILITY, SHALL PREVAIL OVER ANY CONFLICTING OR INCONSISTENT PROVISIONS SET FORTH ELSEWHERE.

10. INSPECTION AND CLAIMS – Within twenty (20) days after tender of delivery of goods to CUSTOMER or the performance of services by SELLER, and before any part of such goods (except for reasonable test and inspection quantities) has been changed from its original condition or put into service, CUSTOMER will inspect the goods or services and inform SELLER in writing if said goods or services are found defective in any respect. No claim for a latent defect will be allowed if the goods have been changed from their original condition other than by installation, operation and maintenance in accordance with SELLER's written instructions. Promptly upon discovery of any latent defect, CUSTOMER will cease use of the affected goods, preserve them in their as-found condition, give SELLER written notice within ten (10) days of such discovery, and afford SELLER a reasonable opportunity to inspect the goods in place before any repair, alteration, disassembly or disposal. CUSTOMER bears the burden of establishing that a defect was not reasonably discoverable upon such inspection and was not caused by any act or omission after delivery. Absent such timely notice, SELLER will be conclusively deemed to have satisfactorily performed with respect to all defects in goods or services that were reasonably discoverable upon such inspection. CUSTOMER may inspect the goods, services or works in progress, upon reasonable notice to SELLER, in accordance with the agreed contract terms.

11. MODIFICATION, DELIVERY SCHEDULE AND EXCUSABLE DELAY – CUSTOMER may request changes to the scope of the initial order and, if accepted by SELLER, the price, performance, schedule and other pertinent provisions of the order will be adjusted by mutual agreement of the parties prior to implementation of the change. Expenses incurred by SELLER due to (a) delays, other than delays which are deemed to be within the reasonable control of SELLER, and (b) changes in applicable laws and requirements after the date of the offer submitted by SELLER, as applicable, will be treated as changes to the

order, and the price, performance, schedule and other pertinent provisions of the order will be equitably adjusted by SELLER.

All delivery and performance dates are estimates, and notwithstanding Section 1 a date stated in a purchase order binds SELLER only if SELLER agrees to it in writing as a firm date. Each date is conditioned on CUSTOMER timely approving or commenting on each SELLER submittal (within the period stated in SELLER's quotation or, if none is stated, ten (10) business days), supplying all information, specifications, permits and approvals SELLER requires, and making all payments and providing all security when due. If CUSTOMER fails to do so, each affected date is automatically extended, without notice or further agreement, by the period of delay plus such time SELLER reasonably requires due to such failure, and CUSTOMER shall pay all resulting costs and price increases of any kind, payable in full under Section 4. Goods ready but not accepted are governed by Section 12. If any such delay continues for thirty (30) days, SELLER may reschedule the order, reallocate capacity and materials to other customers, re-price under Section 3, require full payment before resuming work, or terminate the affected order on written notice. CUSTOMER shall pay within thirty (30) days of invoice the unpaid price of all goods completed, whether or not shipped or ready for shipment, the portion of the price for work performed, and all costs or liabilities incurred. SELLER is not liable for late delivery or late performance, and CUSTOMER waives all liquidated or other damages in connection with it.

12. NOTICE OF READINESS TO SHIP; STORAGE AND CONSTRUCTIVE DELIVERY – When goods are ready for shipment SELLER may send CUSTOMER a notice of readiness to ship (the “NRTS”), which may be given by email and is conclusive evidence of the completion date. CUSTOMER shall take delivery and provide all shipping instructions, documents and payments within fourteen (14) days after the NRTS (the “Acceptance Period”). If CUSTOMER does not, the goods are deemed delivered EXW SELLER's plant on the last day of the Acceptance Period, SELLER may invoice the full price payable under Section 4, risk of loss passes to CUSTOMER, and the periods under Sections 8 and 10 begin to run. SELLER may by written notice elect to pass title to CUSTOMER while the goods remain held by SELLER or its storage facility, in which case SELLER holds them as bailee without waiving or impairing its security interest under Section 7, its right to payment, or its right to retain possession until paid in full. SELLER may thereafter store the goods at its facility or elsewhere at CUSTOMER's sole risk and expense. CUSTOMER shall pay monthly storage charges at a rate reasonably determined by SELLER, plus all handling, preservation and third party facility costs, payable under Section 4 without set-off, and SELLER may withhold shipment until the price and all such charges are paid in full. If CUSTOMER does not insure stored goods SELLER may procure such insurance at CUSTOMER's cost, plus fifteen percent (15%). SELLER owes only reasonable care, and is not liable for any damage or other change in condition arising during or from storage, none of which is a defect under Section 8. If CUSTOMER has not taken delivery within ninety (90) days after the NRTS, or fails to pay any invoice when due, SELLER may continue to store the goods at CUSTOMER's expense, exercise all rights of a secured party under Section 7 and applicable law, or sell or otherwise dispose of the goods and apply the proceeds to its costs of storage, preservation and sale and accrued charges, then to the unpaid price, with any surplus to CUSTOMER and CUSTOMER remaining liable for any deficiency. SELLER is not liable for any loss arising from the exercise of its rights under this Section 12.

13. PROPRIETARY AND CONFIDENTIAL INFORMATION – SELLER has and retains a proprietary and confidential interest in any and all information and data disclosed to CUSTOMER hereunder relating to SELLER's present and reasonably anticipated business, research and development or operations, or to the goods, services and technology supplied hereunder (all of the foregoing, collectively, the “Confidential Information”). “Confidential Information” includes, but is not limited to, information and data comprising or relating to inventions (whether or not patented or patentable), trade secrets, improvements, enhancements and modifications, research and development, finances, products and product applications, designs, drawings, analyses, models (including computational fluid dynamics modeling) specifications, and configurations, as well as in the manner of performance of the work and services, and the know-how, processes, methods and techniques employed

by SELLER in connection therewith. CUSTOMER will keep in confidence and will not disclose to any third-party any Confidential Information without the prior written permission of SELLER. CUSTOMER may disclose Confidential Information to CUSTOMER's employees who have a legitimate need to know and who are bound by written obligations of confidentiality and non-use no less protective than this Section 13. CUSTOMER and its employees will not use any such Confidential Information other than for use of the goods supplied or for enjoyment of the services performed by SELLER. “Confidential Information” does not include information that (a) is or becomes available to the general public other than through a breach of this Section 13 by CUSTOMER, (b) was already in CUSTOMER's possession without an obligation of confidentiality at the time of receipt from SELLER, or (c) CUSTOMER rightfully receives from a third party without an obligation of confidentiality. CUSTOMER bears the burden of establishing that an exclusion applies.

Without limiting the generality of the foregoing, CUSTOMER will not input or otherwise make available any Confidential Information to any artificial intelligence, machine learning, generative or similar system, model, tool or service, whether operated by CUSTOMER or by a third party (each, an “AI System”), and whether by deliberate act or through any default or automatic feature of any software used by CUSTOMER, without the prior written permission of SELLER. CUSTOMER will not permit any Confidential Information to be used to train, fine-tune, index or otherwise develop or improve any large language model or other AI System, and will not use any AI System that retains Confidential Information or makes it available to any third party. Any such act constitutes unauthorized disclosure and unauthorized use of Confidential Information under this Section 13, and any output that contains, reflects or is derived from Confidential Information is subject to this Section 13 to the same extent as the Confidential Information itself. CUSTOMER will promptly notify SELLER in writing upon learning of any input or exposure of Confidential Information to any AI System not permitted by this Section 13, and will provide reasonable assistance to recall or delete such Confidential Information and any output derived from it. CUSTOMER will not, and will not permit any other person to, reverse engineer, decompile, deconstruct, measure, analyze or otherwise examine any goods supplied by SELLER, or use any Confidential Information or any output of any AI System derived from Confidential Information, in order to design, develop, manufacture, procure or have made any goods or services that are competitive with or substantially similar to the goods or services supplied by SELLER.

Upon SELLER's written request, or upon termination or expiration of the applicable order, CUSTOMER will promptly return to SELLER or destroy all Confidential Information, together with all copies, extracts and derivative materials, and will certify such destruction in writing upon request. If CUSTOMER is required by applicable law, court order or governmental authority to disclose any Confidential Information, CUSTOMER will, to the extent legally permitted, give SELLER prompt written notice before disclosure so that SELLER may seek a protective order or other remedy, and will disclose only that portion of the Confidential Information that CUSTOMER is legally required to disclose. CUSTOMER shall cause its affiliates, and its and their employees, to comply with this Section 13, and CUSTOMER shall be responsible for any non-compliance by them. The obligations in this Section 13 survive delivery of the goods, performance of the services and any termination or expiration of any order, and continue for fifteen (15) years after the date of disclosure, except that with respect to any Confidential Information that constitutes a trade secret under applicable law, the obligations continue for as long as the information remains a trade secret.

SELLER shall exclusively own all right, title and interest in and to, and possession of, any intellectual property, designs, drawings, trade secrets, know-how, technical information, data, specifications, documents, ideas, concepts, methods, processes, techniques and inventions developed or created by or on behalf of SELLER, either solely or jointly, relating to or embodied in the goods supplied by SELLER. CUSTOMER hereby assigns and agrees to assign any rights therein of CUSTOMER to SELLER. CUSTOMER shall indemnify and hold SELLER harmless from and against any loss, damage or liability arising or resulting from non-compliance with the provisions of this Section.

CUSTOMER acknowledges and agrees that money damages will not be a sufficient remedy for any actual or threatened breach of this Section 13 by CUSTOMER or its affiliates, and as such SELLER shall be entitled to seek any and all available equitable remedies, including specific performance and injunctive relief, as remedies for any such actual or threatened breach, all without posting a bond or proving monetary damages, both of which CUSTOMER waives. Such equitable remedies shall not be deemed to be the exclusive remedies available to SELLER for such actual or threatened breach but shall be in addition to all other remedies available to SELLER at law or in equity.

14. INDEMNIFICATION – CUSTOMER shall indemnify (and at SELLER's option, defend) and hold SELLER, its affiliates and their respective officers, directors, members, managers, representatives, agents and employees harmless from and against all loss, liabilities, penalties, damages, costs and expenses (including reasonable attorneys' fees) arising out of claims that may be asserted against SELLER arising in connection with the goods supplied by SELLER and performance of services by SELLER beyond SELLER's warranty obligations expressly set forth herein or any breach of CUSTOMER's obligations to SELLER. Notwithstanding anything to the contrary contained herein, CUSTOMER hereby agrees to assume, and indemnify (and at SELLER's option, defend) and hold harmless SELLER from, liability for the following specified types of losses or events: (a) reservoir or underground damage, including loss of any mineral substance, or water or the wellbore itself; (b) control of a wild well, underground or above the surface; and (c) pollution, including clean-up and control of the pollutant or contamination.

15. TERMINATION – Any order may be terminated immediately by SELLER upon breach by CUSTOMER or breach of its financial obligations as they come due or in the case of proceedings in bankruptcy or other similar proceedings against the CUSTOMER.

16. FORCE MAJEURE – SELLER will not be liable for any loss or damage of any nature whatsoever incurred or suffered as a result of any failures or delays in performance due to any cause or circumstances beyond its control, including but not limited to any failures or delays in performance caused by any strikes, lockouts, or labor disputes, fires, acts of God or the public enemy, riots, incendiaries, interference by civil or military authorities, compliance with laws or with the orders or policies of any governmental authority (including, without limitation, any delivery delays due to changes in applicable laws, rules, orders, regulations and policies affecting or relating to trade, tariffs, import duties, surcharges, anti-dumping or countervailing duty actions or the like (collectively, "Trade Laws")), delays in transit or delivery on the part of the transportation companies or communication facilities, or failures of sources of materials. In the event of a shortage of goods, SELLER reserves the right to allocate available goods among its customers in its own discretion.

17. EXPORT OR IMPORT LICENSE – CUSTOMER will procure at its expense any export or import licenses required for any of the goods supplied by Seller. CUSTOMER agrees to comply fully with all applicable economic or other sanctions, import and export control laws and regulations. CUSTOMER shall not – directly or indirectly – sell, provide, export, re-export, transfer, divert, loan, lease, consign, or otherwise dispose of any equipment, product, services, software, source code, technical data, or technology received from SELLER to or via any person, entity, or destination, or for any activity or end-use restricted by laws or regulations of the United States or any other applicable jurisdiction (including nuclear, missile, chemical or biological weapons proliferation, military, or money laundering activities) without obtaining all required government authorizations. CUSTOMER recognizes and agrees to comply with SELLER's policy to not support the use of its products for any operations in any country so prohibited under the export laws and regulations of the United States or other applicable jurisdiction. As may be requested by SELLER, CUSTOMER shall provide SELLER with the relevant end-use, end-user and country of end-use information with respect to the goods, software or technology to be supplied hereunder. SELLER cautions and CUSTOMER acknowledges that any change in end-use, end-user or country of end-use (including a shipment between countries other than the United States of America) may be restricted or prohibited by applicable law, whether it is of the United States of America or other country.

18. ANTI-CORRUPTION – CUSTOMER represents and warrants that it and all of its affiliates and agents shall act in accordance with the principles described in the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, signed in Paris on November 21, 1997, as amended ("the Convention"), and the Convention's Commentaries (collectively "the OECD Principles"), and shall comply with all applicable laws implementing the OECD Principles (including the U.S. Foreign Corrupt Practices Act of 1977, as amended), as well as any applicable local laws related to anti-corruption, anti-kickbacks, and anti-money laundering.

19. QUOTATION – Quotations are subject to withdrawal or variation by SELLER at any time prior to timely acceptance in writing by CUSTOMER or otherwise.

20. ASSIGNMENT – CUSTOMER may not assign its rights or obligations under these Terms to any third party, by operation of law or otherwise, without SELLER's prior written consent. For purposes of this provision, a merger, stock sale or other transfer by operation of law shall be deemed an "assignment" for which consent is required hereunder. SELLER may withhold such consent in its sole discretion, and any purported assignment without such consent is void and of no effect. SELLER may assign its rights or obligations under these Terms. These Terms bind and benefit the parties and their permitted successors and assigns, and the obligations of CUSTOMER under Section 13 bind any successor to, or permitted assignee of, CUSTOMER. There are no third-party beneficiaries.

21. INDEPENDENT CONTRACTOR – SELLER is an independent contractor and not a partner or joint venturer.

22. DISPUTE RESOLUTION – The laws of the State of Minnesota shall govern the validity, construction, interpretation, and effect of the transaction contemplated hereby, without regard to its choice of law rules. The UN Convention on Contracts for the International Sale of Goods shall not apply. The parties irrevocably consent to the personal jurisdiction of the state and federal courts of the State of Minnesota for any and all disputes and expressly waive any defense of forum non conveniens. CUSTOMER agrees that any action will be instituted only in the United States federal or state courts located within the Minneapolis, Minnesota metropolitan area, provided SELLER may institute actions elsewhere where CUSTOMER is subject to jurisdiction.

23. ALTERATION AND SEVERABILITY – The above terms and conditions may be modified by the SELLER from time to time in writing and such variations shall be binding on the CUSTOMER for any subsequent orders.

24. SEVERABILITY – In the event that any provisions of these Terms is found by a court of competent jurisdiction or by order of any regulatory agency to be invalid, illegal or otherwise unenforceable, the same shall not affect any of the other terms or provisions, but such term or provision shall be deemed modified to the extent necessary to render such term or provision enforceable otherwise severed, and the rights and obligations shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and undertakings otherwise set forth in these Terms.

25. SURVIVAL – Provisions which by their nature should survive, including without limitation Sections 9 (Limitation of Liability), 12 (Notice of Readiness to Ship; Storage and Constructive Delivery), 13 (Proprietary and Confidential Information), 14 (Indemnification), 17 (Export or Import License), 18 (Anti-Corruption), 22 (Dispute Resolution) and 24 (Severability), will remain in force after any termination or expiration of any other written instrument delivered in connection herewith.