

HUMANETICS EUROPE GmbH

Terms and Conditions of Purchase

- 1. AGREEMENT** These Terms and Conditions of Purchase ("**Terms and Conditions**"), together with any additional terms or conditions contained in the purchase order, blanket contract or other document to which these Terms and Conditions are attached or otherwise have been incorporated by reference, and any other documents attached to or incorporated therein by reference, including any country addenda (collectively, this "**Purchase Order**"), constitutes an offer by HUMANETICS EUROPE GmbH ("**Humanetics**") or one of its affiliates, subsidiaries, or divisions identified in the Purchase Order and from whom this Purchase Order was issued ("**Buyer**") to the party to whom this Purchase Order is addressed and that party's affiliates, parents, subsidiaries and divisions (collectively, "**Seller**") to enter into a contract for the production, purchase, sale or delivery of the goods and/or services described in this Purchase Order (collectively, the "**Goods**"). THE CONTRACT IS CONCLUDED EXPRESSLY AND SOLELY ON THE TERMS OF THIS PURCHASE ORDER; ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER CONTAINED IN SELLER'S FORMS OR OTHERWISE PRESENTED BY SELLER AT ANY TIME, ARE REJECTED UNLESS EXPRESSLY AGREED TO IN WRITING BY BUYER. This Purchase Order will be accepted by Seller upon the first to occur of: (i) written acceptance (whether by electronic acceptance or otherwise), (ii) commencement of the execution of the Purchase Order, or (iii) any other conduct evidencing intent to be bound to this Purchase Order's terms.
- 2. PRICE** Prices stated in this Purchase Order are binding. Seller is solely responsible for all transport and unloading charges and costs, customs charges and costs, taxes, tariffs, duties, insurance charges and costs, and any other fiscal contribution related to the Goods, unless otherwise expressly stated in this Purchase Order.
- 3. INVOICING AND PAYMENT** All invoices and/or advance shipping notices for Goods shipped pursuant to this Purchase Order must reference this Purchase Order number, any applicable Purchase Order amendment number, Buyer's part number, Seller's part number (if different), quantity of pieces in the shipment, number of cartons or containers, Buyer's name, Seller's name, and bill of lading number. Buyer reserves the right to return and withhold payment on account of any invoices or related documents submitted incorrectly and any payment by Buyer of a nonconforming invoice is not an acceptance of any non-conforming element or terms on such invoice. Unless otherwise stated in this Purchase Order, Seller's invoices will be payable thirty (30) days following Buyer's receipt of the Goods or Seller's invoice, whichever is later. Any amount paid by Buyer for Goods will not be deemed to be a waiver of Buyer's right to inspect the Goods, nor will payment be deemed acceptance of Goods. Buyer will be entitled to any discounts allowable by Seller for prompt payment even though Buyer is unable to make payment within the time limits set by Seller where such failure is due to Seller's acts or omissions. Seller's submission of an invoice constitutes a certification that the quantities and amounts of the delivered Goods contained on the invoice are true and accurate and that the Goods have been delivered in accordance with the terms of this Purchase Order.
- 4. CHANGES** Buyer may at any time after conclusion of the contract direct insignificant changes to the Goods or other terms of this Purchase Order, including insignificant changes in the design, specifications, processing, inspection, testing, quality control, methods of packing and shipping, and the date or place of delivery, if this is reasonable for the Seller. Price and/or timing for delivery of Goods resulting from changes pursuant to this Section 4 will be equitably adjusted by Seller and Seller will provide Buyer with sufficient documentation on Seller's changed costs and/or changed production timing within ten days of notification of the changes. Seller may not make any change in (i) subcontractors or suppliers to Seller with respect to Goods, (ii) the processes or procedures used by Seller in the production of Goods, (iii) the composition, fit, form, function or appearance of Goods, or (iv) chemicals, raw materials or any components used in production of Goods, without Buyer's advance written approval, which may be given or withheld in Buyer's sole discretion.
- 5. QUANTITY; DELIVERY** Time and quantity of delivery of Goods are of the essence. Deliveries must be made in quantities, at the times and by the methods specified in this Purchase Order. Buyer will not be required to pay for Goods delivered in excess of quantities and delivery schedules specified in this Purchase Order. Premium shipping expenses and/or other related expenses necessary to meet delivery schedules will be Seller's sole responsibility unless the delay or expense was caused by Buyer's acts or omissions. Notwithstanding any agreement concerning payment of freight expenses, delivery will not have occurred and the risk of accidental loss will not have shifted to Buyer until the Goods have been received at the specified delivery location and have been accepted by Buyer at that location.

All packaging must conform to Buyer's standard packaging requirements. Seller will:

 - (i) properly pack, mark and ship Goods in accordance with Buyer's requirements and the involved carrier in a manner to secure the lowest transportation cost and in accordance with any laws or regulations pertaining to the shipment of Goods, including, where applicable, the shipment of hazardous materials or dangerous goods;
 - (ii) route shipment in accordance with Buyer's instructions;
 - (iii) make no charge for handling, packaging, storage, transportation (including duties, taxes, fees, etc.), cost of vehicle or other transport expenses unless Buyer has agreed to this in writing;
 - (iv) provide Buyer with shipment papers showing the Purchase Order number, Purchase Order amendment number, Buyer's part number, Seller's part number where applicable, quantity of pieces in shipment, number of cartons or containers in shipment, Seller's name, the bill of lading number and the country of origin; and
 - (v) promptly forward to Buyer the original bill of lading or other shipment receipt for each shipment. Identification of Goods on packaging, packing slips, bills of lading and invoices must be sufficient to enable Buyer to easily identify the Good and must comply with any applicable laws or regulations for the shipment of hazardous materials or dangerous goods.
- 6. QUALITY** Seller will meet all of Buyer's and Buyer's customer's quality requirements and agrees to participate in quality development programs, as may be revised from time to time. Seller may be held responsible for any and all costs associated with quality-issue investigation and containment of Goods, unless Seller is not responsible for the quality problems. Seller is obligated to provide any reasonable support requested by Buyer to address and correct concerns regarding the Goods' quality. Seller will provide additional resources, as necessary and as identified by Buyer, to support Buyer in product development, process development, validation or any other issue that may jeopardize the success of the manufacture or assembly of any Goods. Seller must assure overall equipment and plant capacity are adequate to meet Buyer's needs.
- 7. WARRANTY** In derogation of Sec. 438 subs. 1 No. 3, 634 a subs. 1 No. 1 BGB (German Civil Code), the general limitation period for claims for defects in quality or title is three (3) years from passing of the risk. If and to the extent that formal approval of the goods ("*Abnahme*" in terms of German law) has been agreed to take place, the limitation period runs from the time of such formal approval. If, for claims for defects, longer limitation periods are prescribed by law, these remain unaffected. This applies in particular to claims for defects consisting in a third-party right in rem which gives the right to claim surrender of the goods purchased or in any other right which was entered in the land register ("*Grundbuch*") (Sec. 438 subs. 1 No. 1 BGB – German Civil Code) as well as to claims for defects of a construction ("*Bauwerk*") or defects of products which, according to their regular use, were used for a construction and have caused the defectiveness of the construction or in the case of defects of a work the result of which consists in planning or supervising services relating to a construction (Sec. 438 subs. 1 No. 2, 634 a subs. 1 No. 2 BGB – German Civil Code). If and to the extent that Buyer is entitled to recourse claims against the Seller based on the provisions governing recourse to the supplier (Sec. 445a, 478 BGB – German Civil Code), the limitation of such recourse claims is subject to Sec. 445b BGB (German Civil Code), the limitation of such recourse claims is subject to Sec. 478 BGB (German Civil Code); however, the claims will not become time-barred before the expiry of the period stipulated in this paragraph above. If the Seller fraudulently conceals a defect (Sec. 438 subs. 3, 634 a subs. 3 BGB – German Civil Code), if and to the extent that in this case the Buyer is also entitled to concurrent contractual and/or non-contractual claims for damages, these are subject to the regular statutory limitation period (Sec. 195, 199 BGB – German Civil Code); however, such claims will not become time-barred before the expiry of the period stipulated in this paragraph above. In any case, the statutory limitation periods under the "*Produkthaftungsgesetz*" (German Product Liability Act) remain unaffected. Seller warrants that all Goods covered by this Purchase Order will conform to all specifications, standards, drawings, samples and/or descriptions, quality requirements, performance requirements, and fit, form and function requirements described in the Purchase Order and requested by Buyer. Seller warrants that all Goods will be merchantable, safe, of good material and workmanship and free from defects. In addition, Seller has been informed of Buyer's intended use of the Goods and expressly warrants that all Goods will be fit and sufficient for the particular purpose intended by Buyer. Seller warrants that Seller will convey good title to the Goods to Buyer, in particular free and clear of all liens,

claims, interests and other encumbrances. The warranties provided in this Section 7 are in addition to all other warranties, express, implied, statutory and common law, and will survive Buyer's inspection, test, delivery, acceptance, use and payment of and for the Goods, will extend to the Goods' future performance, and will inure to the benefit of Buyer, its successors and assigns, and Buyer's customers and the users of Buyer's or its customers' products. The warranties provided for in this Section 7 may not be limited or disclaimed by Seller. Buyer's approval of Seller's designs, materials, processes, drawings, specifications or the like will not be construed to relieve Seller of any warranties, nor will a waiver by Buyer of any required specification as to any particular Goods constitute a waiver of any such requirements for the remaining Goods to be delivered unless so stated by Buyer in writing. Seller will immediately notify Buyer in writing if Seller learns of any fact, circumstance or condition that may cause or threaten to cause Seller's breach of any warranty or any delay or interruption in delivery of Goods. Buyer will inspect the delivered goods without undue delay ("unverzüglich") after receipt as to the type, quantity and obvious damage such as in particular transport damage, and give notice of any detected defect or damage without undue delay ("unverzüglich"). Defects that are detected later are to be reported after detection without undue delay ("unverzüglich"). The notice of defect is in any case deemed given without undue delay ("unverzüglich") and thus in due time if it is received by the supplier within 10 working days from receipt of the goods or, in the case of hidden defects, from detection of the defect.

- 8. NONCONFORMING GOODS** Buyer, at its option, may reject and return, at Seller's risk and expense, Goods that fail to conform to the requirements of this Purchase Order. To the extent Buyer rejects Goods as nonconforming, the quantities under this Purchase Order will not be reduced by the quantity of nonconforming Goods unless Buyer so notifies Seller in writing. Seller will replace nonconforming Goods with conforming Goods. Seller will reimburse Buyer for any costs incurred by Buyer in connection with the nonconforming Goods including inspection, sorting, testing, evaluations, storage and rework, unless the seller is not responsible for the defectiveness of the Goods. Payment by Buyer for nonconforming Goods will not constitute an acceptance, limit Buyer's right to seek any legal or equitable remedy, or relieve Seller's responsibility for latent defects. In all other respects, the statutory warranty rights of the Buyer shall apply. If Seller does not comply with his obligation to supplementary performance within a reasonable period of time set by Buyer, Buyer may remove the defect himself and demand from Seller reimbursement of the necessary expenses or a corresponding advance payment. If Seller refuses supplementary performance or if it is a fixed obligation or if the supplementary performance by Seller has failed or is unreasonable for Buyer (e.g. due to particular urgency, endangerment of operational safety or imminent occurrence of disproportionate damages), no period of time needs to be set; Seller must be informed immediately, if possible in advance.
- 9. BUYER'S REMEDIES** Should Seller breach or fail to perform his obligations arising from the Purchase Order, in particular with regard to the warranty for material defects or guarantees given, Seller will reimburse Buyer for any damages caused by such failure to perform, unless Seller is not responsible for the breach of duty. Seller's obligation to pay compensation includes in particular costs, expenses, damages and losses incurred by Buyer due to the breach of duty: (i) in inspecting, sorting, testing, repairing or replacing Goods; (ii) resulting from production interruptions; (iii) in conducting recall or similar campaigns; (iv) in connection with claims for personal injury (including death) or property damage; (v) resulting from claims made against Buyer by its customers and others; and (vi) resulting from Buyer's lost profits. In addition, Seller shall reimburse Buyer for all liability, claims, demands or expenses (including attorneys' or other professional fees) arising from or relating to a breach of duty on the part of Seller, unless Seller is not responsible for the breach of duty.
- 10. TERMINATION FOR CAUSE** Buyer may terminate all or any part of this Purchase Order for good cause without giving notice. Such good cause for termination shall in particular include the following: (i) Seller breaches a material duty of this Purchase Order or of any other agreement between Buyer and Seller or threatens to breach a material duty of this Purchase Order or of any other agreement between Buyer and Seller; (ii) Seller is presumably unable to fulfil his obligations arising from this Purchase Order in a timely manner; (iii) an insolvency petition is filed in respect of the assets of Seller or the opening of insolvency proceedings against the assets of Seller is rejected for lack of assets.
- 11. OBLIGATIONS UPON TERMINATION** Upon the expiration or earlier termination of this Purchase Order for any reason, Seller will: (A) if requested by Buyer, take such actions as may be reasonably required by Buyer to transition production of Goods from Seller to an alternative seller; (B) return to Buyer all Bailed Property (defined below) transferred by Buyer and any other property furnished by or belonging to Buyer or any of Buyer's customers.
- 12. SELLER'S REMEDIES** Buyer is only liable for damages – in the case of contractual, non-contractual or other damage claims, irrespective of the legal reason – in case of willful intent and / or gross negligence, including willful intent and / or gross negligence on the part of Buyer's representatives or vicarious agents. In addition, Buyer is also liable in the case of mild negligence, including mild negligence of their representatives and vicarious agents, for damages arising from the infringement of an essential contractual duty, i.e. a duty, the satisfaction of which makes the due implementation of the contract at all possible and which the Seller can therefore usually expect to be satisfied by the Buyer (cardinal duty). If and to the extent that the Buyer is not liable for willfully infringing a duty, the liability for damages shall, however, be restricted to the foreseeable, typical damage. Claims for damages arising from injury of life or limb or health as well as other mandatory statutory liability regulations shall not be affected by the liability exclusions and limitations set out above. Insofar as Buyer's liability for damages is excluded or limited, this shall also apply with regard to personal liability for damages of their employees, representatives and vicarious agents which is based on the same legal reason. All claims arising from this Purchase Order against Buyer shall become time-barred after a period of one year from the beginning of the statutory limitation period. Claims arising from liability due to intent and gross negligence as well as due to injury of life or limb or health shall remain unaffected by the limitations as set out above.
- 13. EXCUSABLE DELAY** Any delay or failure of Buyer or Seller to perform its obligations under this Purchase Order will be excused if, and to the extent that, the party is unable to perform specifically due to an event or occurrence beyond its reasonable control and without its fault or negligence (which events may include acts of God; restrictions, prohibitions, priorities or allocations imposed or actions taken by a governmental authority; embargoes; fires; explosions; natural disasters; riots; or wars). During any delay or failure to perform by Seller, Buyer may, at its option purchase the Goods without liability of Buyer to Seller or withdraw from this Purchase Order. Seller's financial inability to perform, changes in cost or availability of materials, components or services based on market conditions, and/or supplier actions or contract disputes will not excuse performance by Seller under this [Section 13](#), by the measure of so-called *force majeure*, commercial impracticability or otherwise, and Seller expressly assumes these risks. Seller will promptly notify Buyer of any labor dispute that may cause an interruption or delay in Seller's production or delivery of the Goods to Buyer. Seller will notify Buyer at least 30 days before the termination or expiration of any collective bargaining or other labor agreement that relates to Seller's, or Seller's subcontractor or supplier's employees involved in the production or delivery of the Goods, insofar as this results in a risk of labor dispute.
- 14. COMPLIANCE WITH LAW** Seller will comply with, and ensure that all Goods comply with and satisfy the requirements of, all applicable federal, state and local laws and regulations, including laws and regulations relating to the environment, health and safety, labor, wages, hours, conditions of employment, discrimination, data protection, privacy, and the transportation and importing or exporting of goods (including the Regulation (EC) No 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH), Directive 2012/19/EU on waste electrical and electronic equipment (WEEE), Directive 2006/66/EC on batteries and accumulators and waste batteries and accumulators, Directive 2011/65/EU on the restriction of the use of certain hazardous substances in electrical and electronic equipment and the corresponding provisions implementing the aforementioned directives under German national law). If Seller subcontracts any of its duties or obligations under any Purchase Order, Seller will ensure that all subcontractors comply with the requirements under this [Section 14](#). Seller will upon Buyer's request certify to Buyer compliance with this [Section 14](#) in writing, including the percentage of domestic content in any Goods. Seller will, at Seller's sole expense, provide to Buyer all information and documentation necessary or desirable for Buyer to comply with, or obtain favorable treatment under, all applicable laws or regulations or obligations imposed by any agency (including with respect to export licensing, origin marking and labeling, certification and local content reporting, customs drawbacks and other licensing or registration). Export licenses or authorizations necessary for the export of Goods will be the responsibility of Seller unless otherwise expressly stated in this

Purchase Order. Seller warrants that it is not subject to the jurisdiction of any country that is subject to a comprehensive U.S. embargo and is not designated on, or associated with, any party designated on any of the U.S. government restricted parties lists, including, without limitation: the U.S. Commerce Department's Bureau of Industry and Security ("BIS") Denied Persons List, Entity List or Unverified List; the U.S. Treasury Department Office of Foreign Assets Control ("OFAC") Specially Designated Nationals and Blocked

Persons List or Sectoral Sanctions Identifications List; or the U.S. State Department Directorate of Defense Trade Controls (“DDTC”) Debarred Parties List.

- 15. CERTAIN PROHIBITED PRACTICES** Seller will not take any action that would, or fail to take any action where such failure would, directly or indirectly result in or constitute a violation by Seller or Buyer of applicable Law. Seller will not, and will cause its representatives not to, seek, accept, offer, promise or give any payments, fees, loans, services or gifts from or to any person (including Buyer’s directors, employees or other representatives) or entity (a) as a condition or result of doing business with Buyer, or (b) with a view toward securing any business from Buyer or influencing Buyer with respect to the terms, conditions, or performance of any contract. Seller will not, and will cause its representatives not to, make, directly or indirectly, any offer or promise of a bribe, kickback, payoff or any other payment or gift intended to improperly influence an agent of a company, civil servant, political party or candidate for public office to exercise their discretionary authority or influence. Seller warrants to Buyer that it has not taken any action prohibited by this Section 15 in the past.
- 16. BUYER’S PROPERTY** All tooling, dies, test and assembly fixtures, gauges, jigs, patterns, casting patterns, cavities, molds, and documentation (including engineering specifications, and test reports) together with any accessories, attachments, parts, substitutions, replacements and appurtenances thereto and all related Intellectual Property Rights (defined below) provided to Seller by Buyer for the purpose of processing the Purchase Order or producing the Goods (collectively, “**Tooling**”) and other materials, machinery, equipment, drawings, photographic negatives and positives, artwork, copy layout, electronic data (collectively “**Material**”) made available by Buyer (or their customers), directly or indirectly, to Seller or its suppliers in connection with this Purchase Order for manufacture or repair, or for the cost of which Buyer has at least partially paid (collectively, “**Bailed Property**”) will be and remain the property of Buyer (or Buyer’s customer(s), if this has been agreed accordingly) and be held by Seller on a bailment-at-will basis. If Buyer has only partially borne the costs for the Material, Buyer shall acquire co-ownership of the Material in proportion to its share of the costs borne by Buyer. Seller will bear the risk of loss of and damage to Bailed Property and Seller, at its own expense, will keep Bailed Property fully insured for the benefit of Buyer. Seller hereby assigns to Buyer all claims for compensation under this insurance with respect to the Bailed Property; Buyer hereby accepts such assignment. The Bailed Property will not be used by Seller for any purpose other than the performance of this Purchase Order, will be conspicuously marked by Seller to identify it as the property of Buyer and indicate Buyer’s name and address, will not be commingled with the property of Seller or with that of a third person, and will not be moved from Seller’s premises without the prior written approval by Buyer. Seller will maintain a written inventory of all Bailed Property that sets forth a description and the location of all Bailed Property, and provide a copy of this inventory to Buyer upon request. Seller, at its expense, will maintain, repair and refurbish Bailed Property. All replacement parts, additions, improvements and accessories for such Bailed Property will automatically become Buyer’s property upon their incorporation into or attachment to the Bailed Property. Any missing components of or inserts to any Bailed Property will be replaced by Seller. The above provisions shall apply mutatis mutandis to Material co-owned by Buyer.
- Upon Buyer’s request, Bailed Property will be immediately released to Buyer or delivered to Buyer by Seller.
- 17. SYSTEM SECURITY** If Seller or any employee, independent contractor or agent of Seller (collectively referenced as “Seller”) is given access to Humanetics’ computer system(s), hardware, software or other equipment (collectively “Systems”) in connection with the delivery of goods or services, Seller shall comply, and cause such individual or company to comply, with Humanetics’ Systems security policies as may be revised by Humanetics from time to time and will not tamper with, compromise or circumvent any security or audit measures employed by Humanetics. Seller and each such individual and company to be given access to Systems may be required to execute a separate agreement governing access to the System. Seller shall, and shall cause each such individual or company to, exercise reasonable care in using and storing the Systems, not surrender possession or control of the Systems to any third party or permit any lien or encumbrance to be placed upon the Systems, use the Systems solely to perform the applicable Services, return the Systems to Humanetics upon request, and assume all risk of use of the Systems. Seller shall indemnify and hold Humanetics harmless from and against the loss of or any damage to the Systems
- 18. INTELLECTUAL PROPERTY** For purposes of this Purchase Order, the term “**Intellectual Property Rights**” means all inventions, patents, utility patents, design patents, trade secrets, trademarks, service marks, trade dress, industrial designs, mask works, copyrights, know-how, software, data base rights and other proprietary rights; “**Background Intellectual Property Rights**” means the Intellectual Property Rights of either Buyer or Seller existing before the date an applicable Purchase Order is received by Seller, as well as any improvements thereto, excluding the Foreground Intellectual Property Rights; and “**Foreground Intellectual Property Rights**” means any and all Intellectual Property Rights developed for incorporation into the Goods that are either developed by Buyer alone, by Buyer and Seller jointly, or by Seller alone as requested by Buyer in connection with any Purchase Order, but excluding Background Intellectual Property Rights.
- Each party will retain exclusive ownership of its Background Intellectual Property Rights. Buyer does not transfer to Seller any of its Background Intellectual Property Rights, and Seller may not use the Buyer’s Background Intellectual Property Rights other than to produce and supply Goods to Buyer. Notwithstanding the other provisions of this Section 17, Seller grants Buyer any Background Intellectual Property Rights of Seller only to the extent that Buyer and its customers have the right to resell Goods or incorporate Goods purchased from Seller into finished goods and to sell the same. All Foreground Intellectual Property Rights will be owned by Buyer. Seller hereby confirms the same and assigns to Buyer all of Seller’s right, title and interest in and to all Foreground Intellectual Property Rights. To the extent that any Foreground Intellectual Property Rights are copyrightable works or works of authorship (including computer programs, technical specifications, documentation and manuals), Seller assigns to Buyer the exclusive rights of use thereto. Seller may only use the Foreground Intellectual Property Rights to produce and supply Goods to Buyer.
- 19. CONFIDENTIALITY; ADVERTISING** Seller will (i) keep all of Buyer’s Information (defined below) confidential and disclose it only to its employees who need to know such information in order for Seller to supply Goods to Buyer under this Purchase Order and (ii) use Buyer’s information solely for the purpose of supplying Goods to Buyer. This does not apply to Buyer’s Information which is already generally known or which was verifiably known to Seller prior to Buyer’s notification. The same shall apply if the information becomes generally known after disclosure without a breach of contract, if Buyer becomes aware of the information from third parties without these third parties violating a confidentiality obligation, if the information is independently developed by Seller independently of the information transmitted by Buyer, or if the information is disclosed by Buyer in public or must be disclosed by law. “**Buyer’s Information**” means all information provided to Seller by Buyer or its representatives or subcontractors in connection with the business, programs, and Goods data, formulas, compositions, designs, sketches, photographs, samples, prototypes, manufacturing, packaging or shipping methods and processes and computer software and programs (including object code and source code). Buyer’s Information also includes any materials or information that contains, or is based on any of Buyer’s information, whether prepared by Buyer, Seller or any other person. Seller will not refer to Buyer in advertising or public releases without Buyer’s prior written approval and will not use Buyer’s trademarks or trade names in advertising or promotional materials.
- 20. LIABILITY** The rights of Buyer in case of material defects and defects of title of the Goods and in case of other breaches of duty by Seller shall be governed by the statutory provisions, unless otherwise agreed.
- 21. SETOFF AND RECOUPMENT** Buyer shall be entitled to setoff or retention rights to the extent permitted by law. The Seller is only entitled set-off or retention rights if and to the extent that the claim asserted by them is undisputed or has been acknowledged by the Buyer or has been established by a final non-appealable court decision (*res judicata*).
- 22. INSURANCE** Seller will maintain insurance coverage with insurance carriers and in commercially reasonable amounts sufficient to cover the risks of the Purchase Order. Upon Buyer’s written request, Seller will provide to Buyer a certificate that demonstrates that Seller has met its obligations under this Section 22 within 14 days of Buyer’s request.

23. GENERAL TERMS

- A. Entire Agreement; Modification This Purchase Order, as may be modified in accordance with these Terms and Conditions, together with any other agreements between Buyer and Seller governing Intellectual Property Rights or other confidential information, constitutes the entire agreement between Seller and Buyer with respect to the matters contained in this Purchase Order and will be deemed to supersede all prior oral or written representations and agreements of Buyer or Seller. Buyer respectively publishes the current version of these Terms and Conditions on Buyer's website, <http://www.humaneticsatd.com/supplier>.
- B. Interpretation Whenever the word "including" (or any variation thereof) is used in these Terms and Conditions, it is deemed to be followed by the words "without limitation."
- C. Relationship of Parties Seller and Buyer are independent contracting parties and nothing in these Terms and Conditions will make either party the legal representative of the other for any purpose, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other. Unless Humanetics is identified as the Buyer under this Purchase Order, Seller acknowledges and agrees that neither Humanetics nor any other subsidiary, affiliate, or division of Humanetics (other than the specified Buyer) will have any liability to Seller under this Purchase Order and Seller hereby waives all claims and demands against such parties.
- D. Assignment Seller may not assign or delegate its obligations under this Purchase Order without Buyer's prior written consent, which consent may be withheld in Buyer's sole discretion.
- E. Access Buyer will have the right to enter Seller's facilities during normal business hours to inspect the facilities, Goods, any Bailed Property and, without the necessity of a court order, remove property belonging to Buyer or any customer of Buyer. Buyer's inspection of the Goods whether during manufacture, before delivery or within a reasonable time after delivery, will not constitute acceptance of any work in process or finished Goods.
- F. Seller's Financial Condition Seller represents and warrants to Buyer that, as of the date of this Purchase Order and each delivery of Goods, it is not insolvent or overindebted, and all financial information provided to Buyer concerning Seller is true and accurate, fairly represents Seller's financial condition.
- G. Third-Party Beneficiaries This Purchase Order is intended for the benefit of Buyer and each of its affiliates, subsidiaries and customers, each of which are express third-party beneficiaries under this Purchase Order and will have the right to enforce this Purchase Order against Seller. This Purchase Order is not intended to benefit any other third party.
- H. Severability Should any term(s) of this Purchase Order be or become invalid, this shall not affect the validity of all other provisions of this Purchase Order.
- I. Rights Reserved; No Waiver All of Buyer's rights and remedies set forth in this Purchase Order are in addition to any other rights and remedies of Buyer arising under this Purchase Order or applicable law, each of which are expressly reserved by Buyer. Buyer's failure at any time to require performance by Seller of any provision of this Purchase Order will in no way affect the right to require such performance at any time thereafter, nor will Buyer's waiver of a breach of any provision of this Purchase Order constitute a waiver of any succeeding breach of the same or any other provision. Any waiver of a right or remedy by Buyer under this Purchase Order on any one occasion will not be construed as a bar to any right or remedy that Buyer would otherwise have had on a subsequent occasion.
- J. Notices All notices, claims and other communications to Buyer required or permitted under this Purchase Order will be made in writing and will be effective only upon actual receipt of same by Buyer. Notices to Buyer will be provided at the address set forth on the face of this Purchase Order.
- K. Electronic Communications Seller will comply with the method of electronic communication specified by Buyer, including requirements for electronic funds transfer, invoice and purchase order transmission, electronic signature, and other communications.
- L. Governing Law The law of the Federal Republic of Germany applies. The application of the United Nations Convention on the International Sale of Goods (CISG) is excluded.
- M. Venue If the Seller is a merchant, legal persons under public law or a special funds under public law ("*öffentlich-rechtliches Sondervermögen*") as defined by German law, the place of jurisdiction for any and all disputes arising directly or indirectly from the contractual relationship shall be the registered office of HUMANETICS in Heidelberg. HUMANETICS or, if HUMANETICS is not identified as the Buyer under this Purchase Order, the Buyer shall, however, be entitled to also take legal action against the Seller before the court having jurisdiction at its place of business.
- N. Language If this English version of the Terms and Conditions and the German translation thereof conflict, the English version shall prevail.