

# Isolere Bio, Inc. General Terms and Conditions of Sale

**1. Offer, Governing Provisions, Amendment & Revocation:** This document (“Terms”) is an offer or counter-offer by Isolere Bio, Inc. or one of its affiliates as identified on the applicable quote, order acknowledgement, invoice or other sales document (“Sales Document”), (hereinafter referred to as “Seller”) to sell the goods and/or services to the named Buyer on the Sales Document (“Buyer”) solely in accordance with these Terms and any signed agreement between Seller and Buyer. This is not an acceptance of any offer made by Buyer, even if received elsewhere by a salesperson, selling agent or representative of Seller. This sale is expressly conditioned upon Buyer’s assent solely to the Terms. Each order from Buyer shall be deemed to be an offer by Buyer to purchase the goods and/or services solely pursuant to these Terms. Acceptance, either by acknowledgment, shipment of goods or commencement of services, of any order does not constitute acceptance by Seller of any of the terms or conditions of those orders or of any request for quotation, except as to identification and quantity of goods/services. Seller objects to any additional or different terms contained in any order, request for quote or other communication provided by Buyer. No additional or different terms or conditions will be of any force or effect. Seller may revoke its offer at any time before it is accepted by Buyer. The terms contained in or incorporated into these Terms by reference, including the Sales Documents, any Product Disclaimer, Important Product Notice, Product-specific Warranty statement and Seller’s quotation or proposal comprise the entire agreement between Seller and Buyer on the subject of the transactions described herein and there are no conditions to that agreement that are not so contained or incorporated, except that any confidentiality/non-disclosure agreement executed by the parties shall remain in effect according to its terms. Oral representations are specifically excluded from and overridden by the Terms. No accepted offer may be altered by Buyer and no changes to this document can be made except in writing signed by Seller’s authorized representative. Notwithstanding anything herein to the contrary, if a written contract signed by both parties exists covering the sale of the goods and/or services, the terms and conditions of such contract shall prevail to the extent they are inconsistent with these Terms.

**2. Services:** Buyer shall (i) cooperate with Seller in all matters relating to the services and provide access to Buyer's premises and other facilities as Seller reasonably requests; (ii) respond promptly to Seller requests for direction, information, approvals, authorizations or decisions that are reasonably necessary for Seller to perform services in accordance with the requirements of the Terms; (iii) provide such materials or information as Seller requests to carry out the services in a timely manner and ensure that Buyer-supplied materials, equipment or information are complete and accurate in all material respects; (iv) obtain and maintain all necessary permits, approvals, licenses and consents necessary for the services; and (v) comply with all applicable laws in relation to services before the start date.

**3. Order Acceptance & Governing Law:** No order is binding on Seller until accepted and acknowledged in writing by Seller, which acceptance shall be delivered by mail or electronic communication. Orders may be held or cancelled at Seller’s discretion where local law allows. These Terms shall be governed by and construed according to the laws of the jurisdiction where the main office of the Seller entity is located (“Jurisdiction”), without reference to its principles of conflicts of laws. Any legal suit, action or proceeding arising out of or relating to the Terms shall be instituted in the appropriate courts located in the Jurisdiction and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. The rights and obligations of the parties shall not be governed by the 1980 United Nations Convention for the International Sale of Goods.

**4. Shipment, Delivery & Risk of Loss:** All delivery dates are approximate. Buyer’s purchase order must specify preferred carrier or goods will be shipped via best way, pre-paid and added to the invoice. Unless otherwise agreed in writing by Seller, delivery of goods to a carrier at Seller’s point of shipment shall constitute delivery. Incoterms 2010 Rules shall apply unless stated otherwise on the Sales Documents.

In the event of a dispute regarding the delivery, quantity or quality of the goods or services, the onus of proving the goods or services were not delivered and/or that the quantity or quality thereof was not in accordance with the order, shall rest with the Buyer. Except as otherwise agreed by Seller in writing, goods are delivered FCA Seller's point of manufacture or distribution and Buyer assumes both risk of loss and damage to the goods as well as title to the goods on Seller's dock; and Buyer is responsible for all freight, sales and other taxes, customs duties, insurance costs and other expenses relating to the shipment of the goods. Seller recommends that Buyer insures its goods while in transit. Buyer is responsible for all costs, reporting, and compliance with export control laws related to the goods' export in the event the purchase order has specified a preferred carrier; this shall constitute a routed export transaction and applicable country-specific regulations will apply. If Seller's carrier is used, then Buyer must notify Seller, within ten (10) days after Seller's delivery of the applicable goods to the carrier, of any claim that goods were lost or damaged in shipment, and any claim not so made is waived. Seller will cooperate with Buyer in Buyer's claims against the carrier for lost or damaged goods. Buyer shall make claims for loss or damage to goods while in transit against the carrier. Shipping and handling charges may apply when Seller arranges for shipment. Additional charges will be incurred by Buyer for special processing for export orders and drop shipments outside of country of manufacture. Seller will not make any "drop shipments" to Buyer's customers unless Seller, in its sole discretion, deems it necessary. Unless the Parties agree otherwise in writing, Buyer must take all goods ordered within six (6) months of the order date. If all shipments have not been completed within that time, Buyer will pay a cancellation charge as set by Seller. Seller may agree to hold goods for a longer time, with Buyer paying all storage/holding fees. The ship date(s) designated by Seller represent a reasonable estimate of the time required to manufacture the goods from the date the order is accepted by Seller. Such dates do not represent Seller's promise to ship or deliver goods on such dates unless otherwise expressly agreed in writing. Goods may be tendered in partial shipments at Seller's discretion. If Seller determines it is necessary to modify the design or specifications for the goods, the shipping date shall be extended by the period of time required to achieve the agreed-upon modifications to the design, specifications, or terms of sale. The performance date(s) designated by Seller for services represent a reasonable estimate of the time required to begin and complete the services. Some services are contingent on appropriate environmental conditions. Delays in services caused by inappropriate environmental or site conditions, including weather, shall not be a breach of the Terms.

**5. Inspection:** Buyer has the right to inspect goods or services upon receipt and run adequate tests to determine whether the goods shipped conform to the warranties. Buyer shall compensate Seller at the contract price for all goods used in testing and Buyer bears all expenses incurred in any inspection or testing, whether or not the goods conform. Failure to inspect the goods or services or failure to notify Seller in writing that such are nonconforming within ten (10) days of the receipt by Buyer shall constitute a waiver of Buyer's rights of inspection and rejection for nonconformity and shall be an irrevocable acceptance of goods by Buyer.

**6. Insurance:** The parties shall obtain and maintain insurance coverage with limits sufficient to cover the liabilities outlined in these Terms. Seller or Buyer will provide a basic certificate of insurance evidencing coverage on the other party's request. In no event will Buyer be an additional insured on Seller's policies, nor will Seller waive its subrogation rights.

**7. Warranty:** Except as otherwise stated in Seller's published, product-specific warranty or Product Disclaimer, Seller warrants to Buyer, for a period of one year from the date of shipment from Seller's plant, that all goods manufactured by Seller and/or sold under these Terms shall be free from defects in materials and manufacture. Buyer is solely responsible for determining if goods fit Buyer's particular purpose and are suitable for Buyer's process and application. Seller's statements, engineering and technical information, and recommendations are provided for the Buyer's convenience and the accuracy or completeness thereof is not warranted. If, after Seller receives written notice, within the warranty period, that any goods allegedly do not meet Seller's warranty, and Seller, in its sole discretion, determines that such claim is valid, Seller's sole obligation and Buyer's exclusive remedy for breach of the foregoing warranty or any Seller published warranty, will be, at Seller's option, either: (i) repair or replacement of such goods or (ii) credit or refund to Buyer for the purchase price from Seller. In the case of repair or replacement, Seller will be responsible for the cost of shipping the parts but not for labor to remove, repair, replace or reinstall the allegedly defective goods. Refurbished goods may be used to repair or replace the goods and the warranty on such repaired or replaced goods shall be the balance of the warranty remaining on the goods which were repaired or replaced. Any repair or rework made by anyone other than Seller is not permitted without prior written authorization by Seller, and voids the warranty set forth herein. Seller warrants to Buyer that it will perform services in accordance with the Sales Documents using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services.

With respect to any services subject to a claim under the warranty set forth above, Seller shall, in its sole discretion, (i) repair or re-perform the applicable services or (ii) credit or refund the price of such services at the pro rata contract rate and such shall be Seller's sole obligation and the exclusive remedy for breach of the foregoing warranty on services. Products manufactured by a third party ("Third Party Product") may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the goods. Buyer agrees that: (a) Third Party Products are excluded from Seller's warranty in this Section 7 and carry only the warranty extended by the original manufacturer, and (b) Seller's liability in all cases is limited to goods of Seller's design and manufacture only. EXCEPT FOR SELLER'S WARRANTY OF TITLE TO THE GOODS, SELLER EXPRESSLY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES WHATSOEVER, WHETHER, EXPRESSED OR IMPLIED, ORAL, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY AND ANY WARRANTIES ARISING FROM TECHNICAL ADVICE OR RECOMMENDATIONS, COURSE OF DEALING OR OF PERFORMANCE, CUSTOM OR USAGE OF TRADE. Seller's obligations do not cover normal wear and tear or deterioration, defects in or damage to any goods resulting from improper installation, accident or any utilization, maintenance, repair or modification of the goods, or any use that is inconsistent with Seller's instructions as to the storage, installation, commissioning or use of the goods or the designed capabilities of the goods or that, in its sole judgment, the performance or reliability thereof is adversely affected thereby, or which is subjected to abuse, mishandling, misuse or neglect or any damage caused by connections, interfacing or use in unforeseen or unintended environments or any other cause not the sole fault of Seller, and shall be at Buyer's expense. Seller's warranty is contingent upon the accuracy of all information provided by Buyer. Any changes to or inaccuracies in any information or data provided by Buyer voids this warranty. Seller does not warrant that the operation of the goods will be uninterrupted or error-free, that the functions of the goods will meet Buyer's or its customer's requirements unless specifically agreed to, or that the goods will operate in combination with other products selected by Buyer or Buyer's customer for its use.

**8. Waiver of Subrogation:** Buyer agrees to waive all rights of subrogation that would otherwise be available to its insurers, regardless of the theory of recovery, relating in any way to the design, testing, manufacture, sale, warnings, use, maintenance, or installation of any goods, any components, or any related services.

**9. Nuclear Application Exclusion:** GOODS AND SERVICES SOLD HEREUNDER ARE NOT INTENDED FOR USE IN ANY NUCLEAR OR NUCLEAR-RELATED APPLICATIONS. Buyer: (i) accepts goods and services in accordance with the restriction set forth in this section, (ii) agrees to communicate such restriction in writing to any and all subsequent purchasers or users and (iii) agrees to defend, indemnify and hold harmless Seller from any and all claims, losses, liabilities, suits, judgments and damages, including incidental and consequential damages, arising from use of goods and services in any nuclear or nuclear-related applications, whether the cause of action be based in tort, contract or otherwise, including allegations that the Seller's liability is based on negligence or strict liability.

**10. Buyer's Processes, Materials, and Systems:** Buyer is purchasing filtration products only. Buyer has not purchased, and is not relying on Seller to provide, services, including services related to engineering, system design, process safety, environmental health and safety, or code and standard compliance. Seller disclaims all liability related to gratuitous information, assistance or advice provided by but not required of Seller under the Agreement. The parties agree that Buyer shall be solely responsible for all hazards associated with its processes, products, and ingredients, regardless of whether the hazards relate to fire, explosion, material handling, exposure to harmful dusts, fumes, or other contaminants, or any other hazard that poses a risk to person or property. As the process/system owner, Buyer is responsible for compliance with all applicable laws, standards, and regulations, and for mitigating all hazards safely. Buyer shall insure at all times that emissions from its processes and equipment are safe and within acceptable and permitted limits and that its operation of Seller's products is safe. The Parties agree that Seller shall not be liable or responsible for exposure to pollutants, dusts, emissions, or fumes from Buyer's process or Seller's equipment. Buyer agrees that it is purchasing a component product that will be utilized within a system that Seller did not design, approve, install, operate, or maintain. Seller is a component product supplier only. If Buyer's employees, contractors, or representatives, or any third-party, claims harm as a result of exposure to emissions, dust, fumes, or pollutants from Buyer's processes, materials, ingredients, or systems, Buyer agrees to fully indemnify and defend Seller pursuant to these terms and conditions of sale.

**11. Government Sales:** Seller objects to the application of any United States Federal Acquisition Regulation ("FAR") or Defense Federal Acquisition Regulation ("DFAR") provision or clause to these Terms and any order, and Buyer acknowledges that any such FAR or DFAR provisions contained in any order or other document(s) furnished by Buyer shall be of no force or effect unless otherwise agreed in writing by an officer of Seller.

**12. Credit and Payment:** Credit accounts will be opened only with Buyers approved by Donaldson's Credit Department. All sales made on credit are due and payable 30 days following the invoice date unless a different period is stated on the invoice. All amounts not paid when due shall bear interest at eight percent (8%) per annum, or the highest rate allowed by law, whichever is lower, until paid. Seller reserves the right at any time, to alter or suspend credit, or to change the credit terms provided herein, when in its sole opinion the financial condition of Buyer so warrants. Seller may at any time, with or without notice to Buyer, and at its option, suspend work and shipment under this contract if, in Seller's sole opinion, the financial condition of Buyer so warrants. In such cases, in addition to any other remedies herein or provided by law, Seller may require cash payment or satisfactory security from Buyer before credit is restored or Seller continues performance. If Buyer fails to make payment or fails to furnish security satisfactory to Seller, then Seller has the right to enforce payment of the full contract price of the work completed and in process. If Buyer fails to make payment when due, Buyer shall immediately pay to Seller the entire unpaid amounts for any and all shipments made to Buyer regardless of the terms of the shipments and whether said shipments are made pursuant to these Terms or any other contract of sale between Seller and Buyer, and Seller may withhold all subsequent shipments until Buyer settles its full account. Seller's acceptance of less than full payment is not a waiver of any of its rights.

**13. Minimum Order:** Minimum order quantities are noted on the applicable quotation.

**14. Prices & Quotations:** Orders for goods will be invoiced at prices in effect at the time of Seller's acceptance of the order, unless otherwise specified in Seller's written quotation to Buyer. Prices do not include transportation or related costs. These Terms allocate the product risks between the parties, which are reflected in the prices for the goods. Quotations are valid for 30 days, unless otherwise specified, and represent no obligation until the order, issued by Buyer in response to the quote, is acknowledged and accepted by Seller. The prices and Seller's performance under an order are subject to resource availability and costs within Seller's control at the time of manufacture of the goods covered shipment before the change's effective date.

**15. Specialized Packaging/Equipment:** Buyer will pay or reimburse Seller for the cost of specialized packaging beyond Seller's standard packaging including packing for export and charges assessed for the use of specialized equipment (lift gates, soft-tops, etc.) to ship goods.

**16. Catalog Weights & Dimensions:** Catalog weights and dimensions are estimates, but are not guaranteed.

**17. Cancellation, Suspension & Rescission:** No accepted order shall be modified or cancelled by Buyer except upon Seller's written agreement, in which case, it shall be subject solely to these Terms, whether or not stated in the change-order. Cancellation of orders for standard goods is subject to cancellation charges. Buyer will reimburse Seller for all costs and expenses including commitments and internal expenses incurred by Seller in the event of order cancellation for modified or customized goods, or for standard goods in greater than customary quantities. Costs of cancellation may represent 100% of the value of the order which is canceled depending upon the level of customization and the status of work-in-process. If Buyer fails to fulfil its obligations, is declared bankrupt, is subject to a suspension of payments process, requests a moratorium, proceeds with a liquidation of its business, its assets are attached in whole or in part, or any similar procedures or actions, Seller has the right to suspend any order, cancel or rescind any order, in whole or in part, without prior notice, by written declaration, at its option and without prejudice to any rights to compensation for costs, damages and interest.

**18. Returned Goods:** When expressly authorized by Seller in writing, unused, non-defective goods in saleable condition may be returned to Seller, at Buyer's expense, and subject to a handling and restocking charge and additional conditions which may be obtained by contacting Seller. Seller will not accept return of any goods without authorization or goods that have been used, modified or altered in any way.

**19. Repairs, Alterations & Modifications:** If Seller is requested to repair goods not covered by its warranty, such repairs shall be made at the expense of the person requesting such repair. Any alterations or modifications to the goods made by anyone other than Seller are not permitted without specific prior written authorization by Seller and will void the warranty.

**20. Limitation on Liability:** SELLER SHALL NOT BE LIABLE, AND IT HEREBY DISCLAIMS ALL LIABILITY, FOR ANY LOSS OF PROFITS, CONSEQUENTIAL, CONTINGENT, INDIRECT, SPECIAL, LIQUIDATED, PUNITIVE OR INCIDENTAL DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, BUSINESS OR REVENUE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE LEGAL THEORY ASSERTED, INCLUDING WARRANTY, CONTRACT, NEGLIGENCE OR STRICT LIABILITY.

SELLER'S LIABILITY TO BUYER FOR DIRECT DAMAGES AND/OR ITS CUSTOMER(S) WILL IN NO EVENT EXCEED THE PRICE PAID BY BUYER FOR THE SPECIFIC GOODS MANUFACTURED OR SERVICES PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION. NO PENALTY CLAUSE APPEARING IN ANY DOCUMENT WILL BE EFFECTIVE AGAINST SELLER UNLESS IT HAS BEEN EXPRESSLY ACCEPTED IN WRITING BY AN OFFICER OF SELLER. The limitation of liability set forth above shall not apply to (i) liability resulting from Seller's gross negligence or willful misconduct and (ii) death or bodily injury resulting directly from Seller's acts or omissions.

**21. Trademarks:** Buyer agrees that any trademark, trade name and logo of Seller ("Seller Marks") and their associated goodwill are Seller's exclusive property. By selling to Buyer, Seller does not grant to Buyer any right to use Seller Marks, unless expressly permitted in writing by Seller. Buyer will not advertise, promote, market, or package any goods in a manner likely to dilute, disparage, or cause confusion with respect to any Seller Mark. Buyer will not use Seller's name in Buyer's promotional or advertising literature, or assert affiliation with Seller or any Seller affiliate, unless expressly agreed in writing by Seller in advance of each instance. Buyer will not, at any time, contest the validity of any Seller Mark, claim any rights in any Seller Mark or do anything which, in Seller's opinion, might disparage, confuse or lessen the significance of any Seller Mark.

**22. Buyer Indemnity:** Buyer, at its sole expense, will indemnify, defend, and hold Seller and its affiliates, successors, assigns, officers, directors, employees and agents harmless from and against any claim, demand, proceeding, or action for damages, liability, loss, cost, or expense, including amounts paid in settlement and attorneys' fees and court costs, arising out of, in connection with or based upon, use of the goods, incorporation of the goods into Buyer's goods, or resale of goods, the warranties and/or remedies offered by Buyer that are different than those contained in Seller's warranty regarding the goods

**23. Taxes & Other Charges:** Prices for the goods do not include any taxes, including sales, use, excise, VAT taxes, or any duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature imposed by any governmental authority ("Tax") on or measured by any transaction between Seller and Buyer. The amount of any present, retroactive, or future Tax, except taxes on or measured by Seller's net income, shall be added to the prices, and Buyer will pay such Tax, unless Buyer provides Seller tax exemption certificates acceptable to the taxing authorities.

**24. Export Control:** Buyer acknowledges that the goods and the purchase of goods may be subject to various customs, import and export control laws and regulations of the United States and potentially other countries. Buyer represents and warrants that it will not export or re-export the goods or technical data related thereto except in conformity with all applicable laws and regulations including those of the country of export and those of the country of origin of the goods.

**25. Errors:** All of Seller's clerical errors are subject to correction.

**26. Specification, Engineering & Design Changes & Special Tests:** Seller may, in its sole discretion and without incurring any liability to Buyer: (a) alter the specifications for or make any design or engineering change to any goods; (b) discontinue the manufacture or sale of any goods; (c) discontinue the development of any new goods, whether or not such goods have been publicly announced; or (d) commence the manufacture and sale of new goods having features which make any goods wholly or partially obsolete. Seller shall be permitted to discontinue the manufacture and/or sale of any goods, including replacement parts without recourse from Buyer. Notwithstanding the above, Seller will fill accepted orders from Buyer for any such altered or discontinued goods to the extent it has such product. Buyer may request Seller to change the specifications for any goods. If Seller accepts such a request, the parties will negotiate any resulting change in price for the goods and Buyer will pay Seller for any raw materials, work in process, and/or finished goods that become obsolete. Any such change will affect only those orders issued after the effective date of such change. Unless otherwise agreed in writing by Seller, all special tests and inspections of the goods required by Buyer shall be performed at Buyer's expense at Seller's facilities.

**27. Confidential information:** All non-public, confidential or proprietary information of Seller, including but not limited to, specifications, samples, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form, and whether or not marked, designated or otherwise identified as "confidential" is confidential, solely for the use of this order and may not be disclosed or copied unless authorized in writing by an authorized representative of Seller. Upon Seller's request, Buyer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to seek injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer before disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party. Any drawings, models, specifications or samples submitted by Seller shall remain Seller's sole property and Buyer shall treat them as Seller's confidential information unless an authorized representative of Seller has indicated otherwise in a signed writing. No use or disclosure of such items, or any design or production techniques revealed thereby, shall be made without Seller's prior written consent.

Unless the parties agree otherwise in writing, Seller, its designated affiliate or licensor, if any, owns all right, title and interest in and to all intellectual property rights and all other information, technical or otherwise, related to the goods or services and all modifications thereto sold or licensed under these Terms, which were conceived, developed, made or supplied, whether in whole or in part, by Seller even if Buyer reimburses Seller for any costs related thereto. Buyer will not, at any time contribute to, do or cause to be done any act or thing in any way impairing or intending to impair any such right, title and interest described herein.

**28. Security Interest:** As security for the payment and performance of Buyer under these Terms, Seller may request Buyer to grant an irrevocable standby letter of credit or Buyer grants Seller a security interest in all goods purchased under these Terms, and in the proceeds thereof, including all insurance proceeds, until Seller is paid in full for goods. Buyer hereby authorizes Seller to sign and file financing statements and other instruments required to protect and perfect such security interest as described herein.

**29. Notices:** All notices to Seller, to be effective against Seller, must be in writing and sent by certified mail, with return receipt requested or by a nationally recognized overnight delivery service to Seller's headquarters. The effective date of such a notice is the date of receipt. Seller may designate in writing other individuals to receive notice and may change its notice address.

**30. Assignment:** Buyer will not assign, transfer or delegate any order accepted by Seller or any of its rights, duties, obligations, or related interests without Seller's prior written approval. Seller may, as local law allows, terminate or cancel, without penalty, any order accepted by Seller on: (i) the sale of all or substantially all of Buyer's stock, (ii) the sale or transfer of the entire business or substantially all the assets of Buyer, or (iii) any significant change in the management or control of Buyer. Any assignment, transfer, or delegation of orders or any interest therein, without Seller's prior written consent, is voidable and cause for termination or cancellation of such orders. Nothing in these Terms will be construed to grant any person or entity, not a party to any order accepted by Seller, any rights or powers whatsoever. No person or entity will be a third party beneficiary of any order accepted by Seller.

**31. No Waiver:** Any failure or delay by either party in exercising any right or remedy in any instance will not prohibit the party from exercising it later or from exercising any other right or remedy.

**32. Severability:** If a court or tribunal of competent jurisdiction holds any provision of these Terms to be invalid, illegal, or unenforceable, the provision will be deemed severable and the invalidity, illegality, or unenforceability will not affect any other provision of these Terms which must be enforced in accordance with the intent of these Terms.

**33. Force Majeure:** Seller shall not be liable to Buyer, nor be deemed to have defaulted or breached these Terms or any order, for any failure or delay in performance when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the control of Seller including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities, terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes, restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or communication breakdown or power outage. Seller may, in its sole discretion, allocate its inventory of goods among itself, its customers, other channels of distribution and Buyer. If a force majeure event prevents or delays, for a period exceeding 6 months, Seller's performance under an accepted order, either party may terminate, without penalty, the accepted orders affected by such event, by giving written notice thereof to the other party.

**34. Independent Contractors:** The parties agree that the relationship created by these Terms is that of independent contractors.

**35. Compliance with Laws:** Buyer will comply with all applicable laws and regulations now or hereafter in effect, including but not limited to the anti-corruption laws. In the event Buyer acts as Seller's agent, distributor or reseller, Buyer certifies that neither it, nor anyone acting on its behalf is an official, agent, or employee of any government or governmental agency or political party or a candidate for any political office on the date of any order Buyer places. Buyer shall promptly notify Seller of any event that may result in a failure to comply with this section 35. Buyer shall not, directly or indirectly, in the name of, on behalf of, or for the benefit of Seller pay, promise to pay, or authorize the payment of any money, or offer, give, promise to give or authorize the giving of anything of value to, any official, agent or employee of any government, governmental agency or government-owned or controlled enterprise, or to any political party or candidate. Buyer shall require each of its directors, officers, employees, and agents to comply with the provisions of this section 35. Any breach of the provisions of this Article shall entitle Seller to terminate immediately, without notice and without liability to Buyer.

**36. Equipment:** All tools, equipment, dies, and gauges (“Equipment”) developed for the production of goods shown on the order, are the property of Seller and title shall remain with Seller. Such Equipment, even if paid for in whole or in part by the Buyer, shall not convey to the Buyer and/ or others any right, title, or interest in or to Equipment, unless through prior written agreement by Seller.

**37. Survival:** Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of any orders placed pursuant to these Terms including, but not limited to, the following numbered provisions: 3, 7-11, 20-22, 27, 28, 29-31, 32, 35-38.

**38.** Buyer acknowledges receipt and acceptance of the applicable Product-Specific Warranty Statement.

**39. Remote Monitoring:** Seller may install remote data monitoring devices on or as part of the goods, and/or use the good’s existing remote data monitoring devices for certain connected goods. Seller and its authorized third-party contractors may at any time (but shall not be obligated to) monitor, access, view, and/or use the data for the purposes of monitoring the location of the connected goods, helping determine the condition and status of the connected goods, helping schedule service, and/or potentially increasing overall customer service. Seller will use commercially reasonable efforts to prevent unauthorized disclosure of the data. At any time, Seller reserves the right to terminate, suspend, and/or modify the remote monitoring in whole or in part. Any remote monitoring services are provided “AS IS” and “AS AVAILABLE”, with no warranty of any kind. Seller hereby expressly disclaims all warranties regarding the reliability, accuracy, functionality, completeness, up-time, security, timeliness, and/or performance including but not limited with respect to any remote monitoring and/or any related software, hardware, technology, data, transmission, network, and application.