

GENERAL TERMS AND CONDITIONS OF PURCHASE (PRODUCTS)

I. Scope of Application

- A. Maxitrol Company and its divisions (collectively, “**Maxitrol**”) shall purchase products, components, materials, tooling, equipment, accessories, spare parts and related services (the “**Products**”) from the supplier offering such Products (“**Supplier**”) subject to an Order (as defined below) and these General Terms and Conditions of Purchase (these “**General Conditions**”). These General Conditions shall control all purchases of Products, and Supplier expressly agrees to all of the terms and conditions contained in these General Conditions. Maxitrol rejects any additional or differing terms and conditions. Any other additional or differing terms and conditions, whether from Supplier or otherwise, shall be of no force or effect, it being acknowledged and agreed that deviation from these General Conditions for the purchase of Products from Supplier shall not be applicable, even if Supplier refers to its own terms and conditions in an Order or its purchasing documents.
- B. Maxitrol must agree to all deviations from Maxitrol’s General Conditions in writing signed by a duly authorized representative of Maxitrol.
- C. Maxitrol reserves the right at any time to make changes in one or more of the following:
- The materials furnished;
 - Methods of shipping or packing;
 - Place of delivery; or
 - Time of shipment or delivery;

in each case subject to the terms and conditions of these terms and conditions. If any such change causes a decrease in the cost of or the time required for performance of the applicable Order, an equitable adjustment shall be made in the contract price, delivery schedule, or both.

II. Ordering and Acceptance of Orders

- A. Maxitrol shall submit a request to purchase Products in writing, which contains the following information: (i) a description of the Products, (ii) the quantity of Products, (iii) the delivery and billing location; and (iv) the required delivery date(s). A request satisfying these requirements shall be considered an offer to purchase Products and shall be deemed accepted by Supplier, and binding upon Supplier and Maxitrol, when (i) Supplier executes and returns to Maxitrol a signed Purchase Order Acknowledgement (an “**Acknowledgement**”), or (ii) it delivers or renders to Maxitrol any of the Products. Such final, confirmed request shall be deemed Maxitrol’s order (the “**Order**”).

III. Prices and Terms of Payment

- A. The price for a Product (the “**Price**”) shall be net and as set forth in an Order. For the avoidance of doubt: (i) Prices include packing and delivery costs; (ii) Supplier shall be responsible for all packing and delivery costs, customs cost, other government fees, and all taxes owed in connection with an Order (including, but not limited to sales tax, excise tax, and other government assessments, but excluding taxes imposed on the income of Maxitrol); and (iii) Supplier shall be responsible for all freight, transportation, insurance, shipping, storage, handling, demurrage, or similar charges arising out of the performance of any Order or these General Conditions; in each case, unless otherwise expressly set forth in an Order. All Prices are quoted and shall be payable in U.S. Dollars.
- B. The Price set forth in an Order shall be fixed.
- C. Supplier shall issue an invoice for Products after delivery of the applicable Products to Maxitrol. Payments by Maxitrol shall be due thirty (30) days after receipt by Maxitrol of the applicable invoice; provided, that, if Maxitrol pays an invoice within two (2) weeks after receipt by Maxitrol of the applicable invoice, the amount due under such invoice shall be discounted by three percent (3%).
- D. Notwithstanding the foregoing, if any portion of an invoice is disputed in good faith, Maxitrol shall pay the undisputed portion according to its terms. Maxitrol shall provide written notice of any such dispute (a “**Dispute Notice**”) within thirty (30) days after the invoice date. The Parties agree to use commercially reasonable efforts to resolve the disputed portion of such invoice within thirty (30) days after SymTec’s receipt of the Dispute Notice (the “**Dispute Period**”). No penalties, late fees, or interest will be charged with respect to amounts disputed by Maxitrol in good faith in accordance with the provisions of this Section III.D. during the Dispute Period.
- E. Supplier shall separately set forth sales tax in the Order and in its invoices, if applicable.
- F. Maxitrol shall be entitled to offset payments due to Supplier against payments or other liabilities due to Maxitrol under the terms of these General Conditions.

IV. Packaging and Shipping; Risk of Loss; Delivery

- A. The Products shall be delivered F.O.B. the address for delivery identified by Maxitrol in the applicable Order (the “**Delivery Point**”). Risk of loss and title for the Products shall pass to Maxitrol upon delivery of the Products to the Delivery Point.
- B. Supplier shall include the following information on all shipping/delivery documents: (i) Order number, (ii) Order date, (iii) description of Products delivered, and (iv) number of Products (or packages of Products) and the weight of each product (or package of Products). Supplier shall pack and transport the Products in a manner so that damage to the Products will not occur. It is Supplier’s responsibility to determine whether additional packaging procedures and materials are appropriate for the shipment of Products, and Supplier shall implement such additional packaging procedures and materials at its sole cost and expense.

- C. Supplier will follow Maxitrol's shipping and delivery instructions. Upon Maxitrol's request, and at Supplier's expense, Maxitrol shall: (i) insure a shipment of Products; or (ii) obtain and send to Maxitrol documents reasonably necessary to enable Maxitrol to obtain insurance.
- D. Delivery of the Products shall be made to the Delivery Point.
- E. Time is of the essence for all shipment and delivery dates identified in an Order. Supplier shall ship and deliver the Products in strict conformity with the shipment and delivery dates identified in an Order. If necessary to meet the shipment and delivery dates identified in an Order, Supplier shall use faster means of delivery at its sole cost and expense. Supplier shall immediately inform Maxitrol if it becomes aware of circumstances that may jeopardize its compliance with the applicable Order and these General Conditions. Maxitrol reserves the right to cancel an Order if deliveries are not made within the time specified in the applicable Order and these General Conditions. Delivery of the Products shall be carried out in the manner stated in the applicable Order, unless Supplier must select a faster manner of delivery in order to comply with the shipment and delivery dates identified in the Order. Supplier shall, at its sole cost and expense, insure the timely and proper delivery of the goods. In the event that Supplier fails to comply with the shipment and delivery dates identified in an Order, Maxitrol shall be entitled to liquidated damages in the amount of twenty-five percent (25%) of the total price applicable to such Order, in addition to all other rights and remedies provided under these General Conditions or applicable law.
- F. In the event the shipment or delivery of some, but not all, Products is delayed for any reason, Supplier shall make a partial delivery of the Products not delayed. If shipment of any Products is delayed at the request of Maxitrol, Supplier shall hold the delayed Products at a place of its choosing, without further cost or expense to Maxitrol, until such Products are ready to ship. If Maxitrol requests storage of Products prior to final delivery thereof, Supplier will provide or arrange such storage, and a reasonable charge for storage, as computed by Maxitrol, may be charged to Maxitrol.

V. Inspection and Quality; Acceptance and Rejection

- A. Delivered Products are subject to inspection and acceptance or rejection by Maxitrol. Maxitrol shall inspect the Products at the Delivery Point, or elsewhere as determined by Maxitrol. Maxitrol's standard test procedures shall be the criteria for inspection and acceptance or rejection, unless other specific procedures have been specified in the applicable Order. Maxitrol may charge Supplier for the cost of inspecting Products that Maxitrol rejects.
- B. Maxitrol shall have thirty (30) days after delivery of the Products to inspect and either accept or reject the Products for any patent defects. If Maxitrol wishes to reject the Products for any patent defects, Maxitrol shall provide Supplier notice in writing no later than (30) days after delivery of the Products. The Products shall be deemed accepted if such notice is not delivered to Maxitrol within such thirty (30) day period. If more than one percent (1%) of the delivered Products are defective, Maxitrol may, in its sole discretion, either: (i) reject in total the delivered Products or; (ii) sort out the defective Products, at Supplier's cost and expense, and reject the defective Products and accept the non-defective Products.

For any latent defects, Maxitrol shall have the available remedies as stated above, within (30) days after discovery of the latent defect.

- C. If Maxitrol rejects the Products in accordance with the foregoing procedures, Maxitrol shall return such Products, with transportation charges prepaid by Supplier, within fifteen (15) days after notice of such rejection is delivered to Supplier. Such return shall be made to Supplier's reasonably designated return location in accordance with Supplier's reasonable instructions. Within fifteen (15) days after delivery of any such returned Products, Supplier shall, at its sole cost and expense, but in Maxitrol's sole discretion: (i) deliver to Maxitrol substitute, non-defective Products; or (ii) refund and pay to Maxitrol the sum of (a) any amounts paid by Maxitrol to Supplier for such defective Products, and (b) the difference between the amount Maxitrol pays a third party for substitute, non-defective products substantially similar to the Products and the amount Maxitrol paid or would have paid Supplier for such defective Products.
- D. Supplier shall regularly review the quality of the Products. Supplier shall furnish a Certificate of Compliance if Maxitrol requires a Certificate of Compliance from Supplier or any third-party source of the Products. Supplier shall inform Maxitrol about possibilities to improve the quality of the Products.
- E. Any acceptance of the Products made by Maxitrol under this Section V. shall not limit or be deemed to modify or waive in any manner Maxitrol's right to bring a warranty claim in accordance with these General Conditions. Acceptance or rejection of the Products is in addition to all other rights and remedies provided under these General Conditions or applicable law.

VI. Warranty

- A. Supplier represents and warrants: (i) the Products are free from defects in material and workmanship; (ii) the Products are fit for their intended purposes; (iii) the Products do not lack any warranted qualities; (iv) the Products do not and will not infringe, misappropriate, or otherwise violate the intellectual or industrial property rights of any third party; (v) Supplier owns all right, title, and interest in and to the Products free and clear of all liens, encumbrances, and other restrictions of any kind or nature, and Supplier shall transfer title to the Products to Maxitrol free and clear of all liens, encumbrances, and other restrictions of any kind or nature; (vi) the Products comply with all requirements, specifications, drawings, technical data, or other descriptions set forth in the Order; (vii) the Products comply with all applicable laws, regulations, and other governmental rules; and (viii) the Products comply with all industry standard practices and safety standards.
- B. The foregoing representations and warranties shall survive for a period of thirty-six (36) months after delivery of the Products to the Delivery Point, unless applicable law provides for a longer warranty period. To make a warranty claim, Maxitrol shall provide Supplier with notice of the breach under the foregoing warranties within such thirty-six (36) month period. The statute of limitations with respect to any such warranty claim shall be suspended for the period of time commencing on the date Maxitrol gives notice to Supplier about any breach under the foregoing warranties.

Maxitrol then shall return such non-conforming Products, with transportation charges prepaid by Supplier, within fifteen (15) days after notice of such warranty claim is delivered to Supplier. Such return shall be made to Supplier's reasonably designated return location in accordance with Supplier's reasonable instructions. Within fifteen (15) days after delivery of any such returned Products, Supplier shall, at its sole cost and expense, but in Maxitrol's sole discretion: (i) deliver to Maxitrol substitute, conforming Products; or (ii) refund and pay to Maxitrol the sum of (a) any amounts paid by Maxitrol to Supplier for such non-conforming Products, and (b) the difference between the amount Maxitrol pays a third party for substitute, conforming products substantially similar to the Products and the amount Maxitrol paid or would have paid Supplier for such non-conforming Products.

- C. Notwithstanding anything to the contrary set forth in Supplier's selling documents, Maxitrol expressly rejects any warranty terms proposed by Supplier that are less advantageous to Maxitrol than those set forth in these General Conditions, even if set forth in Supplier's selling documents, acknowledgements, confirmations, or otherwise, and such warranty terms shall not apply to any Order or any Products.
- D. The foregoing warranties and remedies are in addition to all other rights and remedies provided under these General Conditions or applicable law.

VII. General Indemnification.

- A. Supplier shall defend, indemnify, and hold Maxitrol harmless from and against any and all third-party claims, damages, and expenses (including reasonable attorney fees) under theories of tort, product liability, negligence (ordinary or gross), warranty, contract, statute, or otherwise, arising out of or relating to: (i) the use, storage, sale, processing or other disposition of the Products or any materials used in connection with the Products; or (ii) Supplier's breach of or failure to comply with any term or provision of these General Conditions.
- B. The foregoing indemnification rights are in addition to all other rights and remedies provided under these General Conditions or applicable law.

VIII. Limitation of Liability.

- A. **MAXITROL WILL IN NO EVENT BE LIABLE FOR ANY LOSS OF USE, REVENUE OR PROFIT, DIMINUTION IN VALUE OR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER MAXITROL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHERMORE, MAXITROL'S AGGREGATE LIABILITY WITH RESPECT TO ANY ORDER OR UNDER THESE GENERAL CONDITIONS, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WILL IN NO EVENT EXCEED THE PRICE ACTUALLY PAID BY MAXITROL FOR THE SPECIFIC PRODUCTS OUT OF WHICH SUCH LIABILITY IS CLAIMED TO ARISE.**

IX. Intellectual Property Rights; Tooling and Equipment

- A. Maxitrol shall inform Supplier of allegations or claims that the Products may infringe, misappropriate, or otherwise violate the intellectual or industrial property rights of any third party. Supplier shall, in addition to all other rights and remedies provided under these General Conditions or applicable law, defend, indemnify, and hold Maxitrol harmless from and against any and all claims, damages, and expenses (including reasonable attorney fees) under theories of tort, product liability, negligence (ordinary or gross), warranty, contract, statute, or otherwise, arising out of or relating to any such actual or alleged infringement, misappropriation, or other violation. Upon the occurrence of any such allegation or claim, Supplier shall, in the order of priority indicated below and at no additional cost to Maxitrol: (1) procure for Maxitrol the right to continue using the Products; (2) modify the Products so as to render them non-infringing but still functionally equivalent to the original Products, so long as such Products conform to Maxitrol's written specifications; (3) provide substitute non-infringing Products that are both functionally equivalent to the original Products and acceptable to Maxitrol, so long as such Products conform to Maxitrol's written specifications; or (4) refund to Maxitrol the amounts paid by Maxitrol for such infringing Products.
- B. Upon delivery of the Products to the Delivery Point, all patents, trademarks, copyrights and other intellectual, or industrial property rights existing with respect to the Products, all information and documents pertaining to development, production, and sale of the Products, and any tooling or equipment (such as special dies, molds, jigs, tools, test equipment, etc...) purchased from Supplier in connection with the Products (collectively, the "**Product IP**"), shall become the exclusive property of Maxitrol, and Supplier hereby assigns all right, title, and interest in and to the Product IP to Supplier upon delivery of the Products to the Delivery Point.
- C. Supplier acknowledges and agrees that: (i) all patents, trademarks, copyrights, and other intellectual or industrial property rights of Maxitrol and any information or materials provided by Maxitrol to Supplier in connection with an Order or these General Conditions, including, but not limited to, any tooling or equipment (such as special dies, molds, jigs, tools, test equipment, etc...) (collectively, the "**Maxitrol Materials**") are and shall remain the exclusive property of Maxitrol; and (ii) Supplier shall not use the Maxitrol Materials other than to perform its obligations under an Order and these General Conditions.
- D. Tooling and Equipment (i.) If Maxitrol furnishes or purchases from Supplier tooling or equipment (such as special dies, molds, jigs, tools, test equipment, etc.) title for tooling and equipment title remains with Maxitrol. All right, title, and interest in and to any part of tooling to be paid for by Maxitrol shall pass to Maxitrol as soon as it is acquired or fabricated in accordance with an order. Supplier must label tooling or equipment is owned by Maxitrol. Supplier will label, identify, maintain and preserve such tooling and equipment in accordance with the specifications and drawings. Supplier is required to adhere to the specifications and drawings. Any deviations to the specifications and drawings must be approved in writing by Maxitrol prior to production of products. Supplier will dispose of tooling and equipment (including scrap) only with specific written instructions from an authorized Maxitrol representative. (ii) Unless otherwise authorized in writing by Maxitrol, Supplier shall only use such

tooling or equipment exclusively in the performance of Orders for Maxitrol. (iii) Any tooling or equipment owned by Maxitrol may be removed at any time upon demand. (iv) To the extent permitted by law, Supplier waives its right to object to the repossession of the Maxitrol owned tooling by Maxitrol in the event Supplier is involved in bankruptcy proceedings. (v) Supplier shall be responsible for any loss, damage, or destruction to such tooling or equipment, but Supplier shall not include any insurance cost in the prices charged. (vi) Supplier shall not sell, lend, rent, encumber, pledge, lease, transfer or dispose of Maxitrol's tooling and equipment without Maxitrol's prior written consent.

- E. Supplier will label, identify, maintain, and preserve the Maxitrol Materials in accordance with Maxitrol's instructions, including, but not limited to, any specifications and drawings furnished by Maxitrol. Supplier shall immediately report any failure to label, identify, maintain, and preserve the Maxitrol Materials in accordance with Maxitrol's instructions. Supplier will dispose of the Maxitrol Materials (including scrap, if any) only upon the request, and in accordance with the instructions, of an authorized Maxitrol representative. Supplier shall return any Maxitrol Materials immediately upon the request, and in accordance with the instructions, of an authorized Maxitrol representative. To the extent permitted by law, Supplier waives its right to object to the repossession of the Maxitrol Materials in the event Supplier is involved in bankruptcy, receivership, or other similar proceedings. Supplier shall not sell, lend, rent, encumber, pledge, lease, transfer, or otherwise use or dispose in any manner the Maxitrol Materials.
- F. Supplier shall defend, indemnify, and hold Maxitrol harmless from and against any and all claims, damages, and expenses (including reasonable attorney fees) under theories of tort, product liability, negligence (ordinary or gross), warranty, contract, statute, or otherwise, arising out of or relating to: (i) any misappropriation, misuse, infringement, or other violation of the Product IP or Maxitrol Materials; or (ii) loss of, damage to, or destruction of the Maxitrol Materials.
- G. To the extent any patents, trademarks, copyrights, and other intellectual or industrial property rights of Supplier that do not comprise Product IP (the "**Supplier IP**") are incorporated into the Products, Supplier hereby grants Maxitrol a royalty-free, fully-paid, perpetual, irrevocable, world-wide, non-exclusive, right and license to use, disclose, modify, prepare derivative works, display, transmit, sell, offer for sale, distribute (including the right to sell, offer for sale and distribute through multiple tiers), make, have made, import, and otherwise make use of the Supplier IP in connection with the Products.

X. Confidentiality

- A. Supplier hereby agrees to: (i) protect and safeguard the confidentiality of the Confidential Information with at least the same degree of care as it would protect its own confidential information, but in no event with less than a commercially reasonable degree of care; (ii) not use the Confidential Information, or permit it to be accessed or used, for any purpose other than to perform its obligations under these General Conditions; and (iii) not disclose any such Confidential Information to any person or entity, except Supplier's employees, professional advisors, and agents who have a need to know the Confidential Information to assist Supplier, or act on its behalf, to perform its obligations

under these General Conditions or the applicable Order. Notwithstanding the foregoing, Supplier may disclose the Confidential Information to the extent such disclosure is necessary by reason of legal requirements beyond the reasonable control of Supplier (in which case Supplier shall provide Maxitrol with written notice of such requirement, prior to any disclosure, to the extent reasonably practicable, or as soon thereafter as reasonably practicable, and cooperate with Maxitrol's efforts to limit such disclosure).

- B. Disclosure of Confidential Information by Maxitrol shall not constitute a grant of any license with respect to such Confidential Information or any intellectual property rights therein.
- C. As used herein, "**Confidential Information**" means any information that Maxitrol may disclose or make available to Supplier that is or should reasonably be considered confidential or proprietary information of Maxitrol, whether orally or in written, electronic, or other form of media, and whether or not marked, designated or otherwise identified as "confidential". Confidential Information shall not include information that, at the time of disclosure: (a) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of these General Conditions; (b) is or becomes available to Supplier on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such information; (c) was known by or in the possession of Supplier before being disclosed by or on behalf of Maxitrol; (d) was or is independently developed without reference to or use, in whole or in part, of any of Maxitrol's Confidential Information.

XI. Termination

- A. Maxitrol may terminate these General Conditions or cancel all or any part of the undelivered portion of an Order upon notice to Supplier:
 - a. for convenience;
 - b. if Supplier breaches any of the terms of the applicable Order or these General Conditions, including, but not limited to, failing to deliver the Products in strict conformity with the shipment and delivery dates identified in an Order; or
 - c. if any action is instituted by or against Supplier seeking the appointment of a trustee or receiver or the entry of an order for debtor's relief for Supplier.
- B. Upon receipt of notice to cancel the undelivered portion of an Order, Supplier immediately shall stop work on the Order or the terminated portion thereof and notify its subcontractors, if any, to do likewise. Upon receipt of notice to terminate these General Conditions, Supplier immediately shall stop work on all Orders and notify its subcontractors, if any, to do likewise. Maxitrol shall have no obligation to Supplier for the cancelled portion of an Order, except to the extent Supplier incurs costs and expenses in respect of raw materials that have been modified or customized in contemplation of the cancelled portion of an Order in a manner such that the raw materials cannot be repurposed or resold to third parties ("**Modified Materials**"). Maxitrol's liability for any cancelled Order shall be limited to payment for the delivered and accepted portion of the Order and for the costs and expenses incurred by Supplier for any Modified Materials.

Supplier shall refund any amounts paid by Maxitrol for any Products not so delivered and accepted. Any such termination shall not relieve Supplier of its obligation to deliver the portion of any Order that has not been cancelled.

- C. If, as a result of breach or default in performance by Supplier, an Order is cancelled, in whole or in part, and it is necessary for Maxitrol to procure Products from a third-party source, Supplier shall pay to Maxitrol the difference between the amount Maxitrol pays such third party for substitute products substantially similar to the Products and the amount Maxitrol paid or would have paid Supplier for such Products under the cancelled Order.
- D. The foregoing rights are in addition to all other rights and remedies provided under these General Conditions or applicable law.

XII. Work Performed on Maxitrol's Premises

- A. If an Order covers labor, contract or construction work, or work or installation of any nature upon Maxitrol's premises or the premises of one of its customers, Supplier acknowledges and agrees that: (i) Supplier is an independent contractor of Maxitrol, and under no circumstances shall it be, or be deemed to be, a partner, agent, servant, distributor, or employee of Maxitrol in its performance under the Order; (ii) all employees used by Supplier shall be Supplier's employees, servants, or agents, and the entire management, direction, and control of all such employees shall be exclusively vested with Supplier; and (iii) Supplier has no authority to act for, bind, or obligate Maxitrol. Supplier further agrees to comply with all requirements of Federal and State laws and regulations, including, but not limited to, all Federal and State laws and regulations relating to labor, workers compensation, wages and hours, unemployment compensation or insurance, OSHA, old age benefits, and any and all other Social Security laws, laws concerning the payment of payroll taxes, and concerning the qualification of foreign corporation to do business and engage in the work involved under the Order.
- B. Supplier shall defend, indemnify, and hold Maxitrol harmless from and against any and all claims, damages, and expenses (including reasonable attorney fees) under theories of tort, product liability, negligence (ordinary or gross), warranty, contract, statute, or otherwise, arising out of or relating to damage to property or personal injury, (including death) which may be sustained by Supplier, its employees or Maxitrol's employees, or third persons or employees of third persons, or members of the general public, arising out of or in any way connected with the work performed under an Order. Upon Maxitrol's request, Supplier shall provide adequate insurance covering Supplier with respect to all such claims.

XIII. General

- A. Except with the prior written consent by Maxitrol, Supplier shall not assign to any third party any Order, these General Conditions, or any other rights arising from its business relation with Maxitrol or any claims it may have against Maxitrol.

- B. In the event that one or more provisions of these General Conditions should be held invalid or unenforceable by a court of competent jurisdiction, the validity and enforceability of the remaining provisions shall not be affected, and such invalidity or unenforceability shall be construed as narrowly as legally permissible.
- C. All headlines contained in these General Conditions are for reference only and are not part of these General Conditions.
- D. In the event that any government entity or agency requests that Maxitrol provide information or documents regarding the Products, including with respect to the safety of the Products, Supplier shall cooperate with Maxitrol with respect to such request, furnish to Maxitrol all information requested by Maxitrol with respect to such request, and permit Maxitrol to inspect all applicable documentation of Supplier.
- E. Each Order is expressly conditioned upon the full and complete protection afforded by the Uniform Commercial Code, including, but not limited to, with respect to warranties and remedies. Maxitrol hereby objects to any attempted limitation on such protections.
- F. These General Conditions shall be governed by, construed, and enforced exclusively under the laws of the State of Michigan without regard to rules pertaining to conflicts of law. The federal, state, and local courts located in Oakland County, Michigan shall have exclusive jurisdiction over the parties and the claims arising under or related to these General Conditions. The United Nations Convention on Contracts for the International Sale of Goods will not apply to these General Conditions. Maxitrol and Supplier irrevocably waive any right to trial by jury in any legal action or proceeding in relation to these General Conditions and any Order and for any counterclaim therein.
- G. Maxitrol shall not be liable for its failure to comply with the terms of any Order or these General Conditions to the extent such failure is caused, in whole or in part, in Maxitrol's opinion, by: (i) any foreign or domestic embargoes, seizures, acts of God, insurrections, war, pandemic, epidemic, or the adoption or enactment of any law, tariff, ordinance, regulation, ruling, or order; (ii) the lack of usual means of transportation, the lack of usual means of supply, fires, floods, explosions, strikes, or any other accidents, contingencies, or events at Maxitrol or its supplier's or customer's plant or elsewhere; (iii) shortages of raw materials or labor; (iv) delays by Supplier in shipping and delivering the Products, in furnishing or accepting requested specifications, materials, tooling, or information, or otherwise; or (v) the failure of Maxitrol's suppliers or customers to perform; in each case whether or not beyond Maxitrol's control (each, a "**Force Majeure Event**"). Any failure by Maxitrol to comply with the terms of any Order or these General Conditions caused by a Force Majeure Event shall not be considered a breach thereof. Upon the occurrence of a Force Majeure Event resulting in a failure by Maxitrol to comply with the terms of any Order or these General Conditions, Maxitrol may, in its sole discretion, cancel the Order (or any portion thereof) impacted by such Force Majeure Event, or delay performance under the Order (or any portion thereof) impacted by such Force Majeure Event for any reasonable period of time, during which time such Order shall remain in full force and effect.

- Maxitrol shall notify Supplier within a commercially reasonable period of time after the occurrence of a Force Majeure Event and as to whether it has canceled the Order (or any portion thereof) impacted by such Force Majeure Event, or delayed performance under the Order (or any portion thereof) impacted by such Force Majeure Event.
- H. Except with the prior written consent of Maxitrol, neither Supplier nor any of its affiliated companies are entitled to use Maxitrol's names or trademarks or any elements or derivations thereof.
- I. Subject to Section I.C., any changes, amendments, or modifications to these General Conditions or to any Order shall be invalid unless made in writing and signed by duly authorized representatives of Maxitrol and Supplier. Notwithstanding the foregoing, any clerical errors made by Maxitrol in an Order are subject to change upon notice to Supplier from Maxitrol, in Maxitrol's sole discretion.
- J. Each Order and these General Conditions are for the benefit of Maxitrol and Supplier only, except all disclaimers and limitations applicable to Maxitrol shall be also for the benefit of Maxitrol's affiliates, agents, employees, contractors, and suppliers, and customers. If any other provisions of any Order and these General Conditions are determined to apply to third parties, all other provisions including limitations, waivers, and disclaimers shall also apply.
- K. If any authorization or certificate by a public authority or any third party is needed by Supplier for the Products, Supplier is exclusively responsible for obtaining such authorization or certificate.
- L. All notices, requests, and other communications required or permitted hereunder shall be in writing and shall be deemed to have been received by a party when actually received in the case of hand delivery, on the next business day following the date on which it was sent by overnight courier, properly addressed and prepaid or five (5) business days after mailing by first class mail, postage prepaid, to the recipient party at its respective address set forth on the applicable Order (or to such other address as a party may designate in writing in accordance with this Section XIII.L.), on the date sent by email (with confirmation of transmission) if sent during normal business hours of the recipient, or on the next business day if sent by email after normal business hours of the recipient, to the email address set forth on the applicable Order.
- M. These General Conditions, together with each Order, are a final, complete, and exclusive statement of the agreement of the parties with respect to the subject matter hereof and thereof. These General Conditions, together with each Order, supersede all previous quotations and agreements pertaining to the Products to be purchased under such Order. Any other agreement, terms, conditions, or provisions (whether or not containing terms or conditions modifying, adding to, or inconsistent with these General Conditions), may be accepted or approved by Maxitrol, but any resulting agreement or Order and the liabilities or obligations of Maxitrol shall be determined solely by these General Conditions and the applicable Order without regard to such other agreement, terms, conditions, or provisions. Maxitrol shall not be deemed to have in any way enlarged or modified its liabilities or obligations under the applicable Order or these General Conditions by accepting or approving such Order or by failing to further object to such other agreement, terms, conditions, or provisions.
- N. All rights granted to Maxitrol and all limitations in favor of Maxitrol in these General Conditions and by law are cumulative.