



TERMS AND CONDITIONS OF SALE

WINDY CITY WIRE

1. GOVERNING PROVISIONS

Windy City Wire, Cable & Technology Products, LLC, or its applicable affiliate identified on the quotation, order acknowledgment, invoice, online order form, proposal or other commercial document issued by Windy City Wire, Cable & Technology Products, LLC, (collectively, "Seller") offers to sell the goods, materials, components, products, deliverables and/or services described in such document (collectively, the "Products") to the purchaser, customer or buyer to whom the offer is addressed ("Buyer"), solely on the terms and conditions set forth in Seller's applicable commercial document and these Terms and Conditions of Sale (collectively, the "Agreement").

Seller's agreement to sell Products and Buyer's purchase of Products are expressly limited to this Agreement. Seller objects to and rejects any additional, different, inconsistent or varying terms in Buyer's request for quotation, purchase order, acknowledgment, confirmation, portal terms, invoice instructions, specifications or other communication, whether or not such terms materially alter this Agreement and whether or not such terms state that Seller's performance, shipment, silence, acceptance of payment or other action constitutes acceptance. No such Buyer terms will bind Seller unless an authorized officer of Seller expressly accepts them in a signed writing that specifically identifies the terms being accepted.

If Seller's quotation, acknowledgment, invoice or other document is deemed an acceptance of a prior Buyer offer, such acceptance is expressly conditioned on Buyer's assent to this Agreement and is limited to the terms of this Agreement. Buyer's proposal of different or additional terms shall not operate as a rejection of Seller's offer; Seller's offer shall be deemed accepted without those different or additional terms.

This Agreement governs all sales and supersedes all prior or contemporaneous negotiations, understandings, purchase orders, correspondence and agreements regarding its subject matter, except for Product price, quantity, specifications, delivery timing and delivery location expressly agreed by Seller in a signed writing or Seller-issued commercial document. Seller's sales representatives, distributors and agents have no authority to modify this Agreement unless the modification is in a writing signed by an authorized officer of Seller.

2. ACCEPTANCE; QUOTATIONS; WEBSITE OR ELECTRONIC ORDERS

Buyer is deemed to have made an unqualified acceptance of this Agreement upon the earliest of: (a) signing or acknowledging this Agreement or any document incorporating it; (b) submitting or confirming an order after receiving notice of this Agreement; (c) paying any amount due; (d) providing materials, specifications, data or tooling to Seller; (e) accepting delivery of any Products; (f) failing to object in writing within ten (10) days after receipt of this Agreement; or (g) any other act constituting acceptance under applicable law.

Written quotations are valid for thirty (30) days from the date issued unless Seller states otherwise in writing, and Seller may withdraw or revise any quotation before acceptance. Catalogs, websites, brochures, technical publications and other Seller materials are sources of general information only and are not offers to sell. Seller may accept or reject any order in its sole discretion. For electronic or online orders, Buyer accepts this Agreement by submitting the order or finalizing checkout, and Seller accepts only upon shipment or written order acknowledgment.

3. ORDERS; MINIMUMS; CANCELLATION; MODIFICATION; RETURNS

Buyer shall submit complete orders sufficiently in advance of requested delivery dates and shall provide all information, approvals, specifications, drawings, materials, licenses, shipping instructions and other items necessary for Seller's performance. Seller may accept or reject any order or change order in its sole discretion. All orders and change orders are subject to this Agreement, whether or not they expressly reference it. Seller may establish and revise minimum order quantities, minimum order values, lot sizes, packaging quantities and release requirements.

Buyer may not cancel, postpone, reschedule or modify any order except on terms accepted by Seller in writing. If Seller accepts a cancellation or modification, Buyer shall compensate Seller for all costs, losses and damages resulting from the cancellation or modification, including raw materials, work in process, finished goods, supplier charges, storage, freight, engineering, testing, labor, overhead, lost profits and other commitments incurred by Seller or its suppliers.

Seller may cancel any order, allocation, release or remaining supply obligation at any time without liability, except to refund amounts paid by Buyer for Products not delivered, if Seller determines that Products are obsolete, discontinued, unavailable, subject to allocation, materially modified by Seller or a vendor, commercially impracticable to supply or otherwise unavailable on commercially reasonable terms.

No Products may be returned without Seller's prior written authorization in the form of a return material authorization. Authorized returns must be current manufacture, unused, unopened unless Seller permits otherwise, in resalable condition, securely packed and shipped at Buyer's risk and expense. Seller may reject unauthorized returns and may impose restocking, inspection, repackaging, freight, insurance, import/export, disposal and administrative charges. Custom, special-order, modified, made-to-print, non-standard, discontinued, opened, expired, damaged or non-resalable Products are non-cancelable and non-returnable.

Seller may, in its sole discretion, agree to restock Products upon Buyer's written request. No Products shall be eligible for restocking unless Seller provides prior written authorization. If Seller agrees to restock any Products, Buyer shall return such Products in accordance with Seller's instructions and at Buyer's sole risk and expense, and Seller may charge Buyer a restocking fee of up to fifty percent (50%) of the purchase price or cost of the applicable Products, in addition to any inspection, repackaging, freight, handling, disposal, administrative or other costs incurred by Seller in connection with the restocking. Restocked Products must be unused, unopened unless otherwise approved by Seller, current manufacture and in resalable condition, and Seller may reject any Products that do not satisfy these requirements.

4. DELIVERY; TITLE; RISK OF LOSS; CLAIMS

Unless Seller expressly agrees otherwise in writing, Products shipped within the United States are delivered F.O.B. Seller's facility, and Products shipped internationally are delivered FCA Seller's facility under Incoterms 2020. Buyer shall pay all shipping, insurance, packaging, handling, customs, import, export and related costs. Title and risk of loss, damage or delay pass to Buyer upon Seller's delivery of Products at Seller's facility to the carrier or to Buyer, whichever occurs first.

All delivery dates are approximate, are based on prompt receipt of all required information and approvals, and are not guaranteed. Time is not of the essence. Seller's failure to meet any delivery date does not constitute a breach, default or basis for cancellation, chargeback, cover, damages, penalties, liquidated damages or other liability. Seller may make partial shipments, and Buyer shall pay for each shipment pro rata.

If delivery is delayed at Buyer's request or because Buyer fails to provide instructions, approvals, documents, pickup arrangements, payment, security, import/export information or other required items, Seller may store Products at Buyer's risk and expense, invoice Buyer when Products are ready for shipment and charge reasonable storage, insurance, handling and other costs. Buyer shall accept overrun or underrun quantities up to ten percent (10%) of the ordered quantity, to be paid for or credited pro rata.

Buyer shall promptly inspect and test Products upon delivery. Claims for shortages, shipping errors, visible damage or other delivery discrepancies must be made in writing within ten (10) days after delivery. Failure to give timely written notice constitutes unqualified acceptance and waiver of such claims. Buyer's sole claim for loss or damage in transit is against the carrier unless Seller expressly agrees otherwise in writing.

5. PRICES; PRICE ADJUSTMENT; TAXES; TARIFFS

Unless prices are stated in Seller's commercial document, price shall be the higher of Seller's most recent quote, Seller's list price, the prevailing market price or the last price charged by Seller for the Products. Prices are stated in U.S. Dollars unless Seller states otherwise. Prices do not include freight, handling, packaging, insurance, taxes, tariffs, duties, customs charges, import or export fees, inspection or testing fees, bank charges or other governmental or transaction charges unless Seller expressly states otherwise in writing.

Seller may increase prices, including after quotation, order acceptance or purchase order issuance, upon notice to Buyer if Seller's costs increase or market conditions change, including due to raw material costs, labor costs, supplier price increases, component shortages, currency changes, energy costs, freight costs, tariffs, duties, taxes, regulatory charges, governmental actions, changes in law, changes requested by Buyer, expedited requirements or other circumstances beyond Seller's reasonable control. For any order or release contemplating delivery more than thirty (30) days after order date, Seller reserves the right to adjust pricing for Products delivered after that 30-day period.

Buyer shall pay or reimburse Seller for all taxes, tariffs, duties, assessments, inspection or testing fees, import or export fees and other charges imposed on, in connection with or measured by the sale, purchase, shipment, import, export, use or disposal of Products, other than taxes based solely on Seller's net income. If Buyer claims exemption, Buyer shall provide a valid exemption certificate before shipment and remains liable for any tax, penalty, interest or cost if the exemption is denied. Seller does not provide most-favored-customer pricing and makes no representation that prices to Buyer are equal to or lower than prices charged to other customers.

6. PAYMENT; CREDIT; SECURITY; COLLECTION

Unless Seller states otherwise in writing, payment terms for U.S. Buyers are net thirty (30) days from Seller's invoice date if Seller has approved credit. International Buyers shall pay by irrevocable letter of credit or other payment method acceptable to Seller. All payments shall be made in U.S. Dollars without setoff, deduction, counterclaim or withholding. Payment is due regardless of whether Buyer has inspected, used, resold or been paid for the Products.

Credit terms are subject to Seller's continuing approval and may be changed, suspended or withdrawn at any time in Seller's sole discretion. If Seller determines that Buyer's financial condition, payment history, credit status, ownership, sanctions status or other circumstances do not justify the payment terms, Seller may require full or partial payment in advance, a deposit, letter of credit, guaranty, adequate assurance or other security before manufacturing, shipping or continuing performance. Seller may defer shipment, suspend performance, cancel orders or terminate this Agreement without liability if Buyer fails to provide requested assurance or payment.

Overdue amounts bear interest at the lesser of one and one-half percent (1.5%) per month/eighteen percent (18%) per annum or the maximum rate permitted by law. Buyer shall reimburse Seller for all costs of collection, including attorneys' fees, court costs, arbitration costs, repossession costs and expenses. Seller may apply any payment to any outstanding obligation of Buyer or its affiliates in Seller's discretion. Seller may set off amounts owed by Seller or its affiliates to Buyer or Buyer's affiliates against any amounts owed to Seller or Seller's affiliates.

As security for all obligations of Buyer to Seller and Seller's affiliates, Buyer grants Seller a purchase money security interest and continuing security interest in all Products sold to Buyer, documents relating to such Products, inventory, returns, repossessions, accessions, products into which Products are incorporated and all proceeds, including insurance proceeds. Buyer authorizes Seller to file financing statements and take other actions necessary or desirable to perfect or enforce such security interest, and appoints Seller as Buyer's attorney-in-fact for that limited purpose.

To the extent permitted by applicable law and card-network rules, Seller may charge Buyer a credit card surcharge, convenience fee, processing fee or similar charge for payments made by credit card or other electronic payment method, not to exceed Seller's cost of acceptance or the maximum amount permitted by law and applicable card-network rules. Buyer may not change, substitute or require any payment method, payment portal, virtual card, electronic funds transfer process or other payment mode without Seller's prior written consent, and Seller may reject any unauthorized payment method and require payment by a method acceptable to Seller.

7. LIMITED WARRANTIES; PRODUCTS NOT MANUFACTURED BY SELLER

For Products purchased in original packaging and not manufactured by Seller, the only warranty available to Buyer is any manufacturer's warranty that may apply. Seller makes no independent warranty for such Products, express or implied, including any warranty of title, noninfringement, merchantability, fitness for a particular purpose, performance, shelf life, regulatory compliance or suitability. Seller does not adopt, guarantee or represent that any manufacturer will honor or comply with its warranty.

For Products repackaged by Seller but not manufactured by Seller, Seller warrants to the original user only that the Products will be free from material defects in materials and workmanship attributable solely to Seller's repackaging process under normal use and service for the shelf life stated in the applicable technical data sheet, but in no event longer than one (1) year from Seller's delivery. Seller is not the manufacturer, makes no warranty regarding the underlying Product and makes no shelf-life commitment except as expressly stated in Seller's written commercial document.

For Products manufactured by Seller, Seller warrants to the original user only that the Products will be free from material defects in materials and workmanship under normal use and service and will conform to Seller's specifications for the shelf life stated in the applicable technical data sheet, but in no event longer than one (1) year from Seller's delivery. Seller makes no warranty that Products will comply with Buyer's or any third party's specifications, application, process, operating conditions or requirements unless Seller expressly agrees in a signed writing.

8. WARRANTY LIMITATIONS; EXCLUSIVE REMEDY; DISCLAIMER

There is no warranty for damage in transit, negligence, abuse, misuse, abnormal use, accident, normal wear and tear, environmental or natural elements, contamination, improper installation, improper storage, improper handling, improper maintenance, failure to follow instructions, unauthorized repair, alteration, repackaging, relabeling, combination with other products, use after expiration, use outside stated specifications or shelf life, use under conditions not known to and expressly approved by Seller, or Products made, modified or sourced to Buyer's specifications, drawings, designs, materials or instructions.

Buyer must provide written notice of any alleged defect within ten (10) days after discovery and within the applicable warranty period. Buyer shall provide all warranty data, test results, retained samples, field-returned Products, chain-of-custody information and other information requested by Seller, and shall give Seller a reasonable opportunity to inspect, test and participate in any root

cause analysis. Seller may require return of Products subject to the claim. Buyer's failure to provide timely notice or requested information constitutes irrevocable acceptance and waiver of the claim.

Seller's sole obligation and Buyer's exclusive remedy for a valid warranty claim is, at Seller's option, repair, replacement or refund of the purchase price paid for the defective Product. This remedy does not include labor, inspection, sorting, testing, installation, removal, dismantling, reinstallation, recall, field service, downtime, freight, expedited shipping, cover, disposal, customer charges or other costs unless Seller expressly agrees in writing. Replacement or repaired Products are warranted for the remainder of the original warranty period or ninety (90) days, whichever is longer.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REPRESENTATIONS AND CONDITIONS, EXPRESS OR IMPLIED, ARISING BY LAW, STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. SELLER DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, TITLE, EXCEPT AS EXPRESSLY STATED, PERFORMANCE, SUITABILITY, SHELF LIFE, REGULATORY COMPLIANCE AND ANY WARRANTY ARISING FROM TECHNICAL ADVICE OR SAMPLES. Any oral or written description of Products is solely for identification and does not create an express warranty.

9. BUYER'S APPLICATION, TESTING AND COMPLIANCE OBLIGATIONS

Before using, incorporating, reselling, distributing or permitting use of Products, Buyer shall determine Product suitability for Buyer's and its customers' intended applications, processes, operating conditions, specifications, quality requirements and legal requirements. Buyer assumes all risk and liability arising from Product selection, testing, evaluation, storage, transport, use, misuse, incorporation, resale, labeling, relabeling, warnings, instructions, post-sale duties and disposal.

Buyer shall test and evaluate samples and production Products under actual or reasonably simulated use conditions and shall not rely on Seller's general technical information, recommendations, data sheets, samples or advice as a warranty, specification guarantee or substitute for Buyer's own testing. Any technical advice furnished by Seller before or after delivery is provided gratuitously as Seller's good-faith judgment and is used at Buyer's sole risk.

Buyer shall comply, and shall cause its customers and downstream users to comply, with all applicable laws relating to purchase, transport, import, export, re-export, supply, storage, use, handling, processing, resale, labeling, warnings, offer for sale, lease and disposal of Products, including environmental, health, safety, chemical, hazardous materials, product safety, VOC, anti-bribery, anti-boycott, sanctions, customs, export control and import laws. Buyer assumes all risk regarding Product compliance with laws after Seller's delivery.

10. EXPORT, IMPORT, SANCTIONS AND INTERNATIONAL TRADE RESTRICTIONS

Buyer is solely responsible for compliance with all export, re-export, import, customs, sanctions, embargo, denied-party, anti-boycott and trade control laws applicable to Products, technical data, software or services after Seller's delivery. Buyer shall not directly or indirectly sell, export, re-export, transfer, provide access to, use or otherwise make Products available in violation of U.S., U.K., E.U., U.N. or other applicable sanctions or trade restrictions, including to embargoed countries, prohibited end users or prohibited end uses.

Seller may screen prospective and actual Buyers, users and transaction parties and may refuse, suspend or terminate any transaction or access if Seller determines that a party, location, end use or transaction presents sanctions, export control, diversion, human rights, corruption, reputational or other compliance risk. Buyer shall provide end-use, end-user, destination, classification, export/import and freight forwarder records promptly upon Seller's request and shall notify Seller immediately if Buyer knows or has reason to believe that a trade compliance violation has occurred or is likely to occur.

11. ENVIRONMENTAL, HAZARDOUS MATERIALS, VOC AND POST-SALE DUTIES

Buyer acknowledges that certain Products may be chemical, hazardous, regulated or subject to restrictions on who may purchase, transport, use, supply, store, sell, offer for sale, lease or dispose of them, and on where and how such actions may occur. Buyer is responsible for determining and complying with all such restrictions after Seller's delivery and for ensuring that Buyer's customers and downstream users comply.

Buyer shall maintain records concerning Product sale, use, distribution and compliance with applicable environmental, health, safety, hazardous materials, VOC, chemical control, transportation and disposal laws and shall make such records available to Seller upon request. Buyer represents that Products subject to VOC or similar restrictions will be incorporated into or used exclusively in the manufacture or construction of Buyer's good or commodity at Buyer's site of establishment, unless Seller agrees otherwise in writing, and Buyer shall comply with all applicable VOC requirements.

Seller has no post-sale duty to warn Buyer, Buyer's customers or any other party, or, if such duty exists, Seller satisfies it by providing any required warnings, safety data sheets, labels or information to Buyer. Buyer assumes all post-sale warning and communication duties to its customers and downstream users and shall indemnify Seller for any failure to provide such warnings or communications.

12. COUNTERFEIT PARTS; AUTHENTICITY

Seller will not knowingly sell Products or parts to Buyer that are counterfeit. However, for Products sourced from vendors or manufacturers, Seller is not obligated to take special or additional steps to ascertain authenticity beyond Seller's ordinary commercial sourcing practices unless Seller expressly agrees in writing. Buyer's remedies for counterfeit or suspect counterfeit Products are subject to the warranty, remedy and liability limitations in this Agreement.

13. PATENT INFRINGEMENT; BUYER SPECIFICATIONS

Subject to the limitations in this Agreement, Seller shall defend a third-party claim against Buyer alleging that Buyer's use of a Product as authorized by Seller infringes a U.S. patent and shall indemnify Buyer for losses finally awarded or agreed in settlement, provided that: (a) the alleged infringement does not arise from Buyer's specifications, drawings, designs, materials, instructions, modifications, combinations, processes, applications, resales or uses; (b) Buyer gives Seller prompt written notice; (c) Seller has exclusive control of the defense and settlement; and (d) Buyer cooperates and does not take a position adverse to Seller.

Seller has no liability for infringement based on Products made, modified, packaged, labeled, selected or sourced to Buyer's specifications, drawings, designs, materials or instructions; modifications by Buyer or a third party; combinations or interconnections with products not supplied by Seller; use outside Seller-authorized uses; continued use after Seller provides a non-infringing alternative; or compliance with Buyer's requirements. For infringing or allegedly infringing Products, Seller may, at its option, procure a license, replace Products, modify Products or refund the purchase price paid for affected Products. THIS SECTION STATES SELLER'S ENTIRE LIABILITY AND BUYER'S EXCLUSIVE REMEDY FOR INFRINGEMENT.

Buyer shall defend, indemnify and hold harmless Seller and Seller's indemnified parties from all claims, damages and expenses arising from actual or alleged infringement, misappropriation or violation of intellectual property or proprietary rights, or injury to person or property, caused by or relating to Buyer's specifications, drawings, designs, descriptions, materials, instructions, approvals, modifications, combinations, applications or uses.

14. OWNERSHIP OF PROPRIETARY MATERIALS; TOOLING; NRE/NRSUC

Seller retains all right, title and interest in and to all intellectual property, technology, know-how, inventions, data, formulas, material compositions, processes, methods, software, specifications, drawings, designs, technical information, business information, trade secrets, confidential information, tooling, fixtures, molds, dies, test methods, quality systems and other proprietary materials created, developed, owned, licensed, used or supplied by Seller in connection with Products or this Agreement ("Seller Proprietary Materials"). No Seller Proprietary Materials are works made for hire. To the extent Buyer obtains any right in Seller Proprietary Materials, Buyer irrevocably assigns such right to Seller.

Tools purchased and fully paid for by Buyer are Buyer's property only to the extent expressly agreed in a signed writing and excluding all Seller Proprietary Materials, background intellectual property, process know-how, designs and improvements incorporated in or used with such tooling. Tools partially paid for by Buyer remain Seller's property unless Seller agrees otherwise in writing. Seller may retain possession of tooling as necessary to protect Seller Proprietary Materials, satisfy payment obligations and perform orders.

Non-recurring engineering, setup, tooling, testing, sample, formulation, qualification, first article or similar charges are non-refundable and do not transfer ownership of Seller Proprietary Materials, production methods, formulations, know-how or other intellectual property unless Seller expressly agrees in a signed writing.

15. CONFIDENTIAL INFORMATION; TRADEMARKS; PUBLICITY

If the parties have entered into a separate confidentiality or non-disclosure agreement, that agreement controls confidentiality obligations to the extent it conflicts with this Section. Otherwise, all non-public information disclosed by Seller or its affiliates or suppliers, or learned by Buyer through observation or performance, concerning products, technology, inventions, formulas, know-how, services, forecasts, sales methods, customer lists, customer requirements, financial information, business plans, strategies, engineering data, design information, drawings, specifications, samples and other technical or business information is Seller's Confidential Information and remains Seller's exclusive property.

Buyer shall use Seller's Confidential Information solely for the purpose of purchasing and using Products under this Agreement, shall not disclose it to any third party except approved personnel or contractors with a need to know and written obligations at least as protective as this Agreement, and shall protect it with at least the same degree of care used for Buyer's own confidential information and not less than reasonable care. Upon expiration, termination or Seller's request, Buyer shall return or destroy Seller's Confidential Information and certify destruction of analyses, extracts and summaries containing it. Trade secret obligations survive for so long as the information remains a trade secret, and all other confidentiality obligations survive for at least five (5) years.

Buyer shall not use Seller's or its affiliates' or suppliers' names, trademarks, service marks, trade dress, logos or other intellectual property in advertising, marketing, websites, customer lists, press releases or public statements without Seller's prior written

approval in each instance. Buyer shall not remove, alter, efface, repackage, relabel or resell Products bearing Seller's or its suppliers' marks unless Seller expressly authorizes such activity in writing. Buyer will not seek to register any mark or trade dress owned by Seller or its affiliates or suppliers and assigns to Seller any such registration obtained by Buyer or its affiliates.

16. INDEMNIFICATION BY BUYER; RECALLS

Buyer releases and shall defend, indemnify and hold harmless Seller, its shareholders, officers, directors, employees, agents, representatives, affiliates, successors, assigns, suppliers and subcontractors (collectively, "Seller Indemnified Parties") from and against all claims, demands, actions, liabilities, losses, damages, fines, penalties, judgments, settlements, costs and expenses, including attorneys' fees and costs of proceedings (collectively, "Damages"), arising out of or relating to: (a) Buyer's breach of this Agreement or law; (b) misrepresentations by Buyer or Buyer's affiliates, customers, contractors or agents; (c) damage to property or injury to or death of persons caused or alleged to have been caused in whole or in part by Buyer or its parties; (d) Buyer's products, specifications, drawings, designs, approvals, materials, instructions or modifications; (e) improper selection, testing, application, storage, handling, transport, use, misuse, resale, labeling, warnings, disposal or post-sale communication concerning Products; (f) Buyer's violation of export, import, sanctions, environmental, VOC or other laws; or (g) any recall, field action, customer campaign or corrective action involving Products except to the extent caused by Seller's uncured breach of its limited warranty.

Seller shall have the right to control any recall, field action, regulatory communication, customer communication, defense or settlement affecting or relating to Products, and Buyer shall fully cooperate. Buyer shall not settle any claim affecting Seller, Seller's Products, Seller's intellectual property or any Seller Indemnified Party without Seller's prior written consent.

17. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, SELLER SHALL NOT BE LIABLE TO BUYER OR ANYONE CLAIMING THROUGH BUYER FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY, ENHANCED OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOST REVENUE, LOSS OF USE, LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITY, COST OF CAPITAL, PRODUCTION INTERRUPTION, LINE-DOWN COSTS, COVER, RECALL COSTS, FIELD SERVICE COSTS, CUSTOMER CHARGES, PENALTIES OR DAMAGE TO BUYER'S PRODUCTS, WHETHER ARISING IN CONTRACT, WARRANTY, TORT, STRICT LIABILITY, STATUTE OR OTHERWISE, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO ANY PRODUCT, ORDER, AGREEMENT OR TRANSACTION SHALL NOT EXCEED THE AMOUNT PAID BY BUYER TO SELLER FOR THE SPECIFIC PRODUCT GIVING RISE TO THE CLAIM, EXCEPT TO THE EXTENT SUCH LIMITATION IS PROHIBITED BY LAW FOR SELLER'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR DEATH OR BODILY INJURY CAUSED BY SELLER'S ACTS OR OMISSIONS IN VIOLATION OF APPLICABLE LAW. These limitations apply notwithstanding any failure of essential purpose of any limited remedy. No action arising out of or relating to this Agreement may be brought more than one (1) year after the claim accrues, unless a shorter period applies by law.

18. TERMINATION; SUSPENSION

In addition to all other rights and remedies, Seller may suspend performance, defer shipment, cancel orders or terminate this Agreement immediately upon written notice if Buyer: (a) fails to pay any amount when due; (b) breaches or threatens to breach this Agreement; (c) fails to accept Products; (d) fails to provide adequate assurance, security, documents, instructions or approvals; (e) becomes insolvent, files or has filed against it any bankruptcy, receivership, reorganization or assignment for the benefit of creditors proceeding; (f) experiences a change of control that Seller reasonably determines creates commercial, credit, compliance or competitive risk; or (g) creates legal, sanctions, export, reputational or compliance risk for Seller.

Upon termination or cancellation by Seller or Buyer, Buyer shall immediately pay all amounts due; purchase and pay for all finished goods, work in process and unique raw materials ordered or produced under the Agreement; reimburse Seller for unreimbursed and unamortized research and development, engineering, tooling, capital equipment, supplies, vendor charges and other Product-specific costs; and reimburse Seller for all preparation, cancellation, termination, storage, handling and other losses or costs arising from termination. Seller is relieved of further obligations upon termination except obligations that expressly survive.

19. FORCE MAJEURE; ALLOCATION

Seller shall not be liable for delay, non-delivery, failure to fill orders, default or damage caused by events beyond Seller's reasonable control or making performance commercially impracticable, including acts of God, war, terrorism, third-party criminal acts, riot, insurrection, fire, flood, earthquake, epidemic, pandemic, labor disturbance, carrier delay, shortage of fuel, power, labor, capacity, materials or supplies, supplier default, equipment breakdown, plant shutdown, cyber incident, tariffs, sanctions, governmental action, laws, regulations, court orders, demand exceeding available supply or other causes beyond Seller's control.

During any such event, Seller may, without liability, cancel all or part of any order, extend performance, suspend performance, obtain alternative sources, adjust prices, or allocate available Products among Seller's customers, affiliates and internal requirements in any manner Seller deems fair and practical.

20. INDEPENDENT CONTRACTORS; NO AUTHORITY

Buyer and Seller are independent contractors. Nothing in this Agreement creates an agency, partnership, joint venture, fiduciary, franchise, employment or representative relationship. Buyer has no authority to bind Seller, incur obligations on Seller's behalf or make promises, warranties or representations regarding Seller or Products.

21. ASSIGNMENT; SUBCONTRACTING

Buyer may not assign, delegate or transfer any right or obligation under this Agreement without Seller's prior written consent. Seller may assign this Agreement or any right or obligation to any affiliate or to any successor, purchaser or assignee of all or part of Seller's business or assets without Buyer's consent. Seller may use subcontractors, vendors, distributors and other third parties to perform its obligations. This Agreement binds and benefits the parties and their permitted successors and assigns.

22. GOVERNING LAW; DISPUTE RESOLUTION; EQUITABLE RELIEF

This Agreement and all disputes arising out of or relating to it are governed by the internal laws of the State of Illinois, without regard to conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

Any cause of action, claim, suit or demand by Buyer arising out of or relating to this Agreement, Products or the parties' relationship shall be brought exclusively in a state or federal court located in Illinois, and Buyer irrevocably consents to such jurisdiction and venue and waives any inconvenient forum defense. Seller may bring collection, enforcement, repossession, injunctive or other actions in any court with jurisdiction over Buyer or the Products. Seller is entitled to temporary, preliminary and permanent injunctive relief and other equitable remedies to protect Confidential Information, trade secrets, intellectual property, Products, proceeds, collateral or other rights, without proving irreparable harm or posting bond to the extent permitted by law.

23. GENERAL PROVISIONS; SURVIVAL; NO THIRD-PARTY BENEFICIARIES

Seller may correct clerical, typographical or similar errors relating to price, quantities or other terms. Failure to enforce any term is not a waiver of that term or any other term. If any provision is invalid or unenforceable, the remaining provisions remain in effect and the invalid provision shall be modified to the minimum extent necessary to make it enforceable. Headings are for convenience only and do not affect interpretation. Electronic signatures, scanned signatures and electronic records are effective as originals.

Seller's rights and remedies are cumulative and not exclusive of any rights or remedies available at law, in equity, under the Uniform Commercial Code, by contract or otherwise. Provisions that by their nature should survive expiration, completion, cancellation or termination shall survive, including payment, taxes, security interests, returns, claims, warranty limitations, disclaimers, Buyer obligations, compliance, environmental, export/import, confidentiality, intellectual property, indemnification, limitation of liability, termination consequences, governing law, dispute resolution, equitable relief and general provisions.

This Agreement is for the sole benefit of Buyer and Seller and their permitted successors and assigns. No other person or entity has any legal or equitable right, benefit or remedy under or by reason of this Agreement, except Seller Indemnified Parties with respect to indemnification and related protections.

24. MODERN SLAVERY; ETHICAL BUSINESS PRACTICES

Seller is committed to ethical business practices and expects Buyer to conduct business in compliance with applicable laws prohibiting slavery, servitude, forced or compulsory labor, human trafficking, bribery, corruption and other unlawful conduct. Buyer shall not use Products or the parties' relationship in a manner that would cause Seller to violate such laws or Seller's compliance policies. Seller may suspend or terminate performance if Seller reasonably determines that continued performance could create legal, ethical, sanctions, human rights or reputational risk.