



ANY SALE/LICENSING OF PRODUCTS, PARTS, AND/OR SERVICES BY VESTOLIT ("SELLER") TO THE PURCHASING PARTY ("BUYER") (EACH OF THEM A "PARTY", AND COLLECTIVELY, "PARTIES") IS SUBJECT TO THESE TERMS AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY BUYER ARE EXPRESSLY OBJECTED TO AND SHALL NOT BE BINDING UPON SELLER UNLESS EXPRESSLY ACCEPTED IN WRITING BY SELLER'S AUTHORIZED REPRESENTATIVE. ANY ORDER FOR PRODUCT, PARTS, AND/OR SERVICES SHALL CONSTITUTE ACCEPTANCE OF THESE TERMS AND CONDITIONS. THESE TERMS AND CONDITIONS CONTAIN A LIMITATION OF LIABILITY CLAUSE AND AN ARBITRATION AGREEMENT.

1. Payment Terms

Payment for Purchase Orders will be due no later than 30 (thirty) calendar days from the date of invoice unless a shorter time period is specified on the invoice or otherwise communicated to Buyer in writing. Partial shipments will be invoiced as they are shipped. Seller may submit invoices electronically and it is not required to provide a hard copy of the invoice.

Payments must be in U.S. currency (USD) and must be made via electronic fund transfer. Unless otherwise agreed to by Seller, payment by credit card is not permitted. If Seller establishes a payment portal, Buyer shall pay Seller through such portal. Disputes as to invoices must be accompanied by detailed supporting information and are deemed waived 15 (fifteen) calendar days following the invoice date. Seller reserves the right to correct any inaccurate invoices. Any corrected invoice must be paid by the original invoice payment due date or the issuance date of the corrected invoice, whichever is later. Buyer must pay the undisputed amount of the invoice within the original invoice payment due date.

If Buyer is delinquent in its payment obligations to Seller or any of Seller's affiliates for any undisputed amount regardless whether under this agreement or any other contract with Seller or any of Seller's affiliates, Seller may, at Seller's sole option and until all delinquent amounts and late charges, if any, are paid: (1) be relieved of its obligations with respect to guarantees, including without limitation, turnaround times, spares support and lead-times under any contract; (2) refuse to process any credit to which Buyer may be entitled under any contract; (3) set off any credit or sum owed by Seller or any of Seller's affiliates to Buyer against any undisputed amount owed by Buyer to Seller or any of Seller's affiliates including but not limited to amounts owed under any contract or order between the Parties; (4) withhold performance and future shipments to Buyer to which Seller or any of Seller's affiliates is obliged under any contract; (5) declare Buyer's performance in breach and terminate any Order under this agreement or any order under any mutually concluded contract with Seller or any of Seller's affiliates; (6) repossess Products for which payment has not been made; (7) deliver future shipments under any contract on a cash-with-Order or cash-in-advance basis; (8) assess late charges on delinquent amounts at a rate of 1.5% per month or the maximum rate permitted by law, if lower, for each month or part thereof; (9) charge storage or inventory carrying fees on Products; (10) recover all costs of collection including, without limitation, reasonable attorneys' fees; (11) if Buyer is delinquent on a payment schedule, accelerate all remaining payments and declare the total outstanding balance then due and owing; or (12) combine any of the above rights and remedies as may be permitted by applicable law. The above remedies are in addition to all other remedies available at law or in equity.

2. Delivery

Unless otherwise mutually agreed upon on a contract or a purchase order, delivery terms are CFR (Incoterms 2020), Seller's designated loaded vessel with the exception that Seller is responsible for obtaining the export license and completing all export clearance documents. Buyer is responsible for all carriage, duties, taxes, and other charges to enable import clearance. Seller will schedule delivery in accordance with its published lead-time unless Buyer's purchase order requests a later delivery date or Seller agrees in writing to an earlier delivery date. Seller reserves the right to assess an expedite fee for purchase orders requested to be shipped prior to mutually agreed lead-times. Buyer will pay all transportation costs (including insurance, taxes, and customs duties) and for any claims to be filed with the carrier. Title and risk of loss or damage will pass to Buyer when Seller places Product at Buyer's disposal at Seller's designated loaded vessel.

Unless expressly specified to the contrary, stock goods will be shipped promptly, and goods not in stock will be shipped as soon as commercially reasonable. However, all shipping dates are approximate and are based upon the current availability of material, existing production schedules, and prompt receipt of all necessary information. Seller will not be liable for any damage, loss, fault, or expenses arising out of delays in shipment or other nonperformance, of this agreement caused by force majeure, act of God, or any other cause or condition beyond Seller's reasonable control and foreseeability or events in the international logistic chain or any other such event that affects in a substantial way the logistics of delivery and Buyer declares to know and understand that events in the international logistic chain continuously delay delivery. In the event of any such delay or nonperformance, Seller may, at its preference, and without liability, cancel all or any portion of this agreement and/or extend any date upon which any performance hereunder is due. Any delivery not in dispute shall be paid for regardless of other controversies relating to other delivered or undelivered merchandise. Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. Orders will be considered complete upon shipment of a reasonable quantity over or under the amount specified in the purchase order when it is impracticable to produce the exact quantity ordered.

Delivery is completed when the goods are delivered in accordance with the agreed Incoterm or where no Incoterm is applicable upon the unloading of the Goods at the agreed delivery location. Seller shall not be required to tender delivery of any quantities of goods for which Buyer has not provided timely shipping instructions.

3. Storage

If Buyer fails to accept delivery of the goods, then, except where such failure or delay is caused by a force majeure event or Buyer's failure to comply with its obligations under the Agreement, Seller may store the goods until delivery takes place and charge Buyer for all related costs and expenses (including insurance). However, if force majeure event occurs after the goods are delivered on agreed delivery location, according to CFR (Incoterms 2020), Seller may store the goods and charge Buyer for all related costs and expenses (including insurance).

4. Warranty

Seller's warrants only that the goods conform to Seller's published specifications, if any, for the period of 6 (six) months from the date of shipment.

If Buyer identifies a defect in a product and informs Seller of that defect no later than thirty (30)(in writing) calendar days from the date Buyer became aware of the alleged defect and during the applicable Warranty period, and such product is found by Seller to be defective at Seller's sole discretion, then Seller as the sole remedy shall repair or replace, or refund a part or the full cost of the product's purchase price, at its sole discretion, either the product or the defective part.

Products which may be sold by Seller, but which are not manufactured by Seller are not warranted by Seller, but are sold only with the warranties, if any, of the manufacturers thereof.

This warranty shall not apply to any defects that the Seller determines results from:

- i. Loss or damage in transit;
- ii. External causes such as accident, abuse, misuse, or problems with electrical power, or damage from animals;
- iii. Unreasonable or inadequate storage, installation, or maintenance;
- iv. Any alterations or repairs (or attempts to make alterations or repairs) made by a Party other than licensor or an authorized distributor;
- v. Licensee's acts or omissions which exposes the System to any environment not suitable for it, with the respective specifications, including without limitation, Licensee's use of toxic, corrosive, or caustic liquids and/or gases with the Hardware, exposure to severe weather conditions and water;
- vi. Any defect or problems caused by any defect in any third-party hardware or software used in combination with the system;
- vii. Any usage that is not in accordance with the documentation provided by Seller.

Seller disclaims any and all other warranties, express or implied, including warranties of merchantability and fitness for a particular purpose and/ or warranty of non-infringement. Seller will not be liable to any party in strict liability, tort, contract, or any other manner for damages caused or claimed to be caused as a result of any design or defect in Seller's products. Repair, replacement, partial or whole refund is the only remedy and exclusive form of remedy available to Buyer in case of defective products and the consequences that may arise from it.

5. Taxes

Seller's pricing excludes all taxes (including but not limited to, sales, use, excise, value-added, and other similar taxes), tariffs and duties (including but not limited to, amounts imposed upon the Product(s) or bill of material thereof under any Trade Act, including, but not limited to, the Trade Expansion Act, section 232 and the Trade Act of 1974, section 301) and charges (collectively, "Taxes"). Buyer will pay all Taxes resulting from this agreement or Seller's performance under this agreement, whether imposed, levied, collected, withheld, or assessed now or later. If Seller is

required to impose, levy, collect, withhold, or assess any Taxes on any transaction under this agreement, then in addition to the purchase price, Seller will invoice Buyer for such Taxes unless at the time of order placement, Buyer furnishes Seller with an exemption certificate or other documentation sufficient to verify exemption from the Taxes.

If any Taxes are required to be withheld from amounts paid or payable to Seller under this agreement, (a) such withholding amount will not be deducted from the amounts due Seller as originally priced, (b) Buyer will pay the Taxes on behalf of Seller to the relevant taxing authority in accordance with applicable law, and (c) Buyer will forward to Seller, within 60 (sixty) days of payment, proof of Taxes paid sufficient to establish the withholding amount and the recipient.

In no event will Seller be liable for Taxes paid or payable by Buyer. This clause will survive expiration or any termination of this agreement.

6. Export Control

Buyer agrees to comply with all applicable export laws and regulations, including those of the United States and Colombia, to ensure products, parts, and technology provided by Seller under this agreement are not used, sold, disclosed, released, transferred, or re-exported in violation of such laws and regulations. Buyer shall not directly or indirectly export, reexport, or transfer any items or technology provided by Seller under this agreement to: (a) any country designated by the U.S. Department of State as a "State Sponsor of Terrorism", including for the purposes of this agreement, North Korea, or to a resident or national of any such country; (b) any person or entity listed on the "Entity List" or "Denied Persons List" maintained by the U.S. Department of Commerce, the list of "Specifically Designated Nationals and Blocked Persons" maintained by the U.S. Department of Treasury, or any other applicable prohibited party list of the U.S. government; or (c) an end-user engaged in any nuclear, chemical, or biological weapons activities. If products or parts to be exported outside the U.S. and/or EU are considered or likely to be considered as "dual use", Buyer shall (or shall cause the end user of the products/parts to) provide to Seller, promptly upon its request, an "End User Statement" in accordance with the applicable legal requirements. Seller shall not be liable to Buyer for any delay and shall not be in breach of its obligations in the event of Buyer's failure or delay in providing such statement.

7. Termination

Either Party may immediately terminate this agreement and any or all unperformed orders arising out of or related to this agreement, by giving written notice to the other Party upon the occurrence of any of the following events:

- i. Defaults on a material obligation under this agreement which are not cured, or begin taking reasonable steps to cure, such default within 30 (thirty) calendar days of written notice from the non-defaulting Party;
- ii. The other Party fails to make any payment required to be made under this agreement when due, and fails to remedy the breach within 3 calendar days after receipt of written notice of non-payment; or
- iii. Any insolvency or suspension of the other Party's operations or any petition filed or proceeding made by or against the other Party under any state, federal or other applicable law relating to bankruptcy, arrangement, reorganization, receivership, or

assignment for the benefit of creditors or other similar proceedings.

Termination does not affect any debt, claim, or cause of action accruing to any Party against the other before the termination. The rights of termination provided above in this clause may be combined with any other rights and remedies as may be permitted by applicable law or in equity.

Upon termination hereunder, regardless of the reason, in addition to any other obligations under this agreement, Buyer shall return to Seller all Seller's confidential information or provide a certification by an officer of Buyer as to the destruction of all Seller's confidential information within 15 calendar days, and Buyer shall have no further rights to use any Seller's confidential information.

After any termination or expiration of this agreement, neither party will have any further rights or obligations under this agreement except: (a) Buyer will remain liable under this agreement for any outstanding payments to Seller accrued prior to termination and (b) the choice of law, Seller's IP rights, confidentiality, liability limitations, and exclusions from liability contained in this agreement will remain in effect and any other provisions expressly stated to survive the termination or expiration of this agreement.

8. Force Majeure/Excusable Delay and No Hardship

Neither Party shall be liable to the other for nor considered in breach or default of its obligations under this agreement to the extent performance of such obligations is delayed or prevented, directly or indirectly, due to causes beyond the impacted Party's reasonable control, including but not limited to: (a) natural or man-made disasters, acts of God, acts or omissions of governmental authorities, fire, severe weather conditions, earthquake, strikes or other labor disturbances, flood, serious risk of kidnapping, war (declared or undeclared), armed conflict, acts or threats of terrorism, pandemics, epidemics, quarantines, regional, national or international calamities, civil unrest, riot, severe delay in transportation, severe car shortage, or inability to obtain necessary materials, components or services; (b) in the case of Seller, acts or omissions of Buyer group, including failure to timely provide Seller group with any access, information, tools, material, and approvals necessary to permit Seller group to timely perform the required activities, and including, without limitation, unknown physical conditions at the site of an unusual nature and differing materially from those ordinarily encountered and generally recognized as occurring in the work of the character provided for in the agreement. The impacted Party shall promptly notify the other Party in the event of a delay under this Section 8. The delivery or performance dates shall be extended for a period equal to the time lost by reason of such delay, plus such additional time as may be reasonably necessary to overcome the effect of such delay. If Seller is delayed by acts or omissions of Buyer group, or by the prerequisite work of Buyer's other contractors, Seller shall also be entitled to an equitable price adjustment. Under no circumstances shall Buyer's payment obligation be deemed excusable under this Section 8. Buyer also represents and acknowledges that its experience and/or abilities are such, that it will meet its obligations even in cases of hardship to the largest extent allowed under the applicable law.

If a delay excused by this Section 8 extends for more than 90 (ninety) days and the parties have not agreed upon a revised basis for resuming work, that may include an equitable price adjustment, then either Party (except where such delay is caused by Buyer, in which event only Seller), upon 30 (thirty) days' written notice may terminate this agreement with respect to the unexecuted portion of the order in question. In such event of a delay,

Buyer shall pay Seller the pro-rated price for all work and undertakings performed before the effective date of termination.

9. Nuclear/Hazardous Applications

NO NUCLEAR USE – The products, parts, and/or services are not intended or authorized for use in connection with any nuclear facility or activity, and Buyer warrants that it shall not use, or permit others to use, products, parts, and/or services in connection with or for any such purposes without the advance written consent of Seller. If, in breach of the foregoing, any such use occurs, Seller hereby disclaims any and all liability for any nuclear or other damage, injury, or contamination REGARDLESS OF CAUSE OR ACTION. In addition to any other rights of Seller and to the maximum extent permitted under applicable law, Buyer assumes sole responsibility for, and shall indemnify Seller group from and against, any and all Claims asserted by or in favor of any person or Party resulting from any nuclear or other damage, injury, or contamination REGARDLESS OF CAUSE OR ACTION, including any hazardous use of the goods by Buyer or any other DAMAGES, LIABILITIES, OR CLAIMS OF ANY KIND that may result from the goods sold by the Seller being hazardous. Consent of Seller to any use in connection with any nuclear facility or activity, if any, will be conditioned upon additional terms and conditions that Seller determines to be acceptable for protection against nuclear or hazardous liability.

“REGARDLESS OF CAUSE OR ACTION” MEANS (TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW), REGARDLESS OF: CAUSE, FAULT, DEFAULT, NEGLIGENCE IN ANY FORM OR DEGREE, STRICT OR ABSOLUTE LIABILITY, BREACH OF DUTY (STATUTORY OR OTHERWISE) OF ANY PERSON, INCLUDING OF THE INDEMNIFIED PERSON, UNSEAWORTHINESS OF ANY VESSEL, AND/OR ANY DEFECT IN ANY PREMISES/VESSEL; FOR ALL OF THE ABOVE, WHETHER PRE-EXISTING OR NOT AND WHETHER THE DAMAGES, LIABILITIES, OR CLAIMS OF ANY KIND RESULT FROM CONTRACT, WARRANTY, INDEMNITY, TORT/EXTRA-CONTRACTUAL, OR STRICT LIABILITY, QUASI CONTRACT, LAW, OR OTHERWISE.

10. Limitations of Liability

THE REMEDIES PROVIDED IN THIS AGREEMENT SHALL BE THE SOLE AND EXCLUSIVE REMEDIES OF BUYER (INCLUDING THIRD PARTY CLAIMS). SELLER SHALL NOT BE LIABLE TO BUYER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE SUCH AS (BUT NOT LIMITED TO), DELAY DAMAGE, DAMAGE DUE TO BUSINESS INTERRUPTION, LOST PROFITS, LOST SAVINGS, LOST REVENUE, MISSED OPPORTUNITIES, LOSS OF GOODWILL, OR FORFEITED PENALTIES OR FINES, WHETHER OR NOT SUCH DAMAGES ARE BASED ON TORT, WARRANTY, CONTRACT OR ANY OTHER LEGAL THEORY.

SELLER'S TOTAL LIABILITY UNDER THIS AGREEMENT FOR CLAIMS OF ANY KIND (INCLUDING THIRD PARTY CLAIMS) WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE ARISING OUT OF THE PERFORMANCE/NON-PERFORMANCE OR BREACH OF THIS CONTRACT, INCLUDING ANY OTHER COMPENSATION UNDER THIS CONTRACT, OR THE PROVISION OF ANY SERVICES SHALL NOT EXCEED THE AMOUNT PAID OR PAYABLE FOR THE SPECIFIC PURCHASE ORDER THAT GIVES RISE TO THE CLAIM.

THE LIMITATIONS AND EXCLUSIONS SET FORTH ABOVE IN THIS CLAUSE SHALL ONLY APPLY TO THE EXTENT PERMITTED BY APPLICABLE MANDATORY LAW AND SHALL NOT APPLY IN CASE OF INTENT OR WILLFUL MISCONDUCT OF SELLER OR ITS MANAGEMENT.

11. Indemnity

The Buyer shall release, defend, indemnify and hold harmless the Seller, the Seller's affiliates, and each of their respective officers, directors, managers, employees, representatives, and advisors (the "Seller's Indemnitees") from and against any liability, loss, damage, claim, fine, penalty, judgment, settlement, cost and expense (including legal fees and expenses), including personal injury to or death of the Buyer's employees or property damage, arising out of or in connection with this agreement and the buyer's activities in connection with the agreement, including (a) the handling, storage, marketing, sale, resale, distribution, use, or disposal of the goods (whether used alone or in combination with other substances) by the Buyer or by any third party at the Buyer's facilities or by any third party at any location or (b) the failure of the Buyer to comply with any instructions, regulations relating to (product) safety, applicable laws and regulations.

This clause shall survive the expiration, termination, or cancellation of this agreement.

12. Seller's IP Rights

Seller's intellectual property rights include, without limitation, all trademarks, trade names, logos, designs, symbols, emblems, distinguishing marks, slogans, service marks, copyrights, patents, models, drawings, know-how, information, and any other distinguishing material of Seller, whether or not subject to registration or filing (hereinafter "IP rights"). Seller retains all IP rights in the Products, and nothing herein shall be construed to grant Buyer any right or license, express or implied, in the Seller's IP rights. In particular, Buyer shall not use Seller's name, logo or other IP rights without Seller's prior written consent. Further, Buyer will not do or fail to do anything that could infringe, damage, endanger or impair Seller's IP rights. In particular, Buyer will not: (a) modify, remove or disfigure any markings or other means of identification of Products delivered by Seller; (b) use Seller's IP rights in such a way that their distinctive character or validity may be affected; (c) use trademarks other than Seller's trademarks with regard to Products delivered by Seller without Seller's prior express written consent, or (d) use trademarks or trade names similar to Seller's trademarks or trade names that may cause confusion or deception.

13. Data Privacy

Each Party shall comply with all applicable data protection laws. Unless agreed otherwise by the Parties, Seller (or its subcontractors) will not process information relating to any identified or identifiable natural persons ("Personal Data") for Buyer or on Buyer's behalf. In the event that Seller processes Personal Data as part of its own legitimate business purposes, it will do so in accordance with the Seller's Privacy Notice which is available on <https://www.orbia.com/es/sustentabilidad/politicas-y-lineamientos/privacidad-de-datos/>

14. Confidentiality

"Confidential Information" means the terms of this agreement and all non-public information, technical data or know-how in whatever form and materials (including samples) concerning the business, products, services and/or activities of Seller and/or its affiliates disclosed or made available to Buyer in relation to this agreement, whether orally or in writing, in electronic or other form, and whether or not marked as proprietary or confidential, and any information derived from the Confidential Information; provided that Confidential Information does not include information (i) known to Buyer at the time of disclosure or rightfully

obtained by Buyer on a non-confidential basis from a third party; (ii) that is now, or hereafter becomes, through no act or failure to act on the part of Buyer, generally known in the public; or (iii) that is independently developed by Buyer without reliance on the Confidential Information as shown by contemporaneous documentary evidence. Buyer shall not use the Confidential Information except for the purpose of exercising its rights or performing its obligations under this agreement (the "Purpose"). Buyer shall not disclose the Confidential Information to any third party except its employees and agents who have a need to know such information for the Purpose and who are bound by nondisclosure obligations at least as stringent as those contained in this agreement. Buyer shall not reverse engineer any Confidential Information, including any samples, without permission of Seller. Buyer shall take reasonable, prudent safeguards to prevent the use or disclosure of Confidential Information in violation hereof. Buyer shall be primarily responsible for the obligations of its employees and agents under this agreement. Upon Seller's request, Buyer shall promptly return all copies, whether written, electronic, or other form, of any such Confidential Information, or delete and destroy Confidential Information in a secure manner. Notwithstanding the foregoing, Buyer may retain one copy of the Confidential Information for records management purposes, or copies in enterprise-wide archival back-up systems. Notwithstanding the destruction or retention of the Confidential Information, Buyer shall continue to be bound by its obligations of confidentiality hereunder. In the event Buyer is required to disclose any Confidential Information by order of a court or any government agency, by law, regulation, judicial or administrative process, Buyer shall: (a) give prior written notice of such disclosure to Seller, if legally permitted; (b) reasonably cooperate with Seller, at Seller's request and expense, to resist or limit such disclosure or to obtain a protective order; and (c) in the absence of a protective order or other remedy, disclose only that portion of the Confidential Information that is legally required to be disclosed in the opinion of counsel and assure that confidential treatment will be accorded the disclosed information. Following termination, the obligations of Buyer under this agreement with respect to the Confidential Information will continue in full force and effect as follows: (i) in the case of any Confidential Information that constitutes a trade secret within the meaning of applicable law, for as long as such information remains a trade secret; or (ii) in the case of any other Confidential Information or materials, for a term of five (5) years from the date of disclosure. Seller shall be entitled to injunctive relief for any breach or threatened breach of this provision without the requirement of posting bond or proving damages.

15. Buyer Data

Seller acknowledges that, as between Seller and Buyer, Buyer owns all right, title, and interest, including all intellectual property rights, in and to the Buyer Data. Buyer hereby grants to Seller (i) a non-exclusive, perpetual, irrevocable, royalty-free, fully paid-up, worldwide license to reproduce, distribute, modify, and otherwise use and display the Buyer Data for internal research and development purposes and to provide products and services to Buyer, and (ii) a non-exclusive, perpetual, irrevocable, royalty-free, fully paid-up, worldwide license to reproduce, distribute, modify, and otherwise use and display Buyer Data incorporated within the aggregated Statistics. "Buyer Data" means, other than aggregated statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted or made available by or on behalf of Buyer, or a user of Buyer's product incorporating the product object of this agreement, to Seller that is generated by the product or use of the product; provided that Buyer Data excludes any personal data.

Nothing in this agreement shall be deemed to limit any rights granted from Buyer to Seller in any other agreement.

If Buyer or any of its employees or contractors suggests or recommends changes to the product or other Seller's products, including without limitation, new features or functionality relating thereto, or shares any comments, questions, suggestions, or the like ("Feedback"), Seller is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Buyer hereby assigns to Seller on Buyer's behalf, and on behalf of its employees, contractors and/or agents, all rights, title, and interests in and to, the Feedback and Seller is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Seller is not required to use any Feedback.

If one Party processes personal data originating from the other Party in the capacity of data controller (or similar concept) under applicable privacy regulations, the Party will do so in accordance with the applicable privacy regulations.

16. Aggregated Statistics

Notwithstanding anything to the contrary in this agreement or any other non-disclosure agreement between the parties, Seller may monitor Buyer's use of the product, parts or services and collect and compile aggregated statistics. As between Seller and Buyer, all right, title, and interest in aggregated statistics, and all intellectual property rights therein, belong to and are retained solely by Seller. Buyer acknowledges that Seller may compile aggregated statistics based on Buyer Data collected from Buyer's (or its customers') use of the product, parts, or services. Buyer agrees that Seller may (i) make aggregated statistics publicly available in compliance with applicable law, and (ii) use aggregated statistics to the extent and in the manner permitted under applicable law; provided that such aggregated statistics do not expressly identify Buyer. "Aggregated Statistics" means data and information related to Buyer's (or its customers') use of the product, parts or services that is used by Seller in the aggregate and not directly identifying Buyer, including to compile statistical and performance information related to the provision and operation of the product, parts, and services of Seller.

17. Compliance with Applicable Law

This agreement is based on Seller's design, manufacture, testing, and delivery of the products, parts, and services pursuant to: (i) its design criteria, manufacturing processes, and procedures and quality assurance program; (ii) those portions of industry specifications, codes, and standards in effect as of the date of entering into the agreement as are specified in it; (iii) the applicable law; and (iv) any mutually agreed upon written terms and specifications set forth in this agreement.

Notwithstanding any other provision of this agreement, the Parties shall at all times comply with all applicable law in the performance of the agreement, except for Seller to the extent that such compliance is penalized under or otherwise violates the laws of the U.S. or the European Union.

Buyer expressly agrees that in the performance of this agreement and during its recurring business, it will not engage in bribery or corruption practices.

18. U.S. Government Contracts

This Section 18 applies only if the agreement is for the direct or indirect sale to any agency of the U.S. government and/or is funded in whole or in part by any agency of the U.S. government. Buyer agrees that all products, parts, and services provided by Seller meet the definition of "commercial-off-the-shelf" ("COTS") or "commercial item" as those terms are defined in Federal Acquisition Regulation ("FAR") 2.101. To the extent the Buy American Act, Trade Agreements Act, or other domestic preference requirements are applicable to the Contract, the country of origin of Products/Parts is unknown unless otherwise specifically stated by Seller in the Contract. Buyer agrees any Services offered by Seller are exempt from the Service Contract Act of 1965 (FAR 52.222-41). The version of any applicable FAR clause listed in this section 20 shall be the one in effect on the effective date of the agreement.

If Buyer is an agency of the U.S. government, then as permitted by FAR 12.302, Buyer agrees that all paragraphs of FAR 52.212-4 (except those listed in 12.302(b)) are replaced with these Terms and Conditions. Buyer further agrees the subparagraphs of FAR 52.212-5 apply only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the Contract Price.

If Buyer is procuring the Products, Parts, or Services as a contractor, or subcontractor at any tier, on behalf of any agency of the U.S. government, then Buyer agrees that FAR 52.212-5(e) or 52.244-6 (whichever is applicable) applies only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the agreement price. If the reasonableness of the price cannot be established through adequate price competition, or if cost or pricing data should be required for any other reason, or if a product, part, or service cannot be considered a "commercial item", Seller may terminate the contract without penalty and be reimbursed for work performed before the effective date of termination.

Seller reserves the right to reject any order from a Buyer listed on any denied party list.

19. Assignment, Novation & Subcontracting

Buyer may assign or novate the Contract, in full or in part, including through change of ownership, only with the prior written consent of Seller, which consent shall not be unreasonably delayed or withheld, provided that Seller shall be entitled to withhold such consent only for demonstrable reasons if the assignee/novatee lacks adequate financial capability, is a competitor or potential competitor of Seller or its affiliates, causes Seller group to be in breach of applicable law, and/or does not meet Seller's code of ethics. Seller may assign or novate to third parties the agreement, in full or in part, only with the prior written consent of Buyer, which consent shall not be unreasonably delayed or withheld, provided that Seller may, without Buyer's consent: (a) assign or novate the Agreement, in full or in part, to one or more affiliates of Seller; and (b) assign any receivables due hereunder to one or more affiliates of Seller. The parties agree to execute such documents as may be necessary to effect the permitted assignments or novations. In the event of a novation or assignment by Buyer, Buyer shall cause the novatee/assignee to provide additional payment security at Seller's reasonable request. Any assignment or novation in violation of the above shall be void and without effect for the other Party. Nothing herein shall restrict Seller from subcontracting portions of its work, provided that Seller remains responsible to Buyer for performance of such work.

20. Subcontractors

Seller has the right to subcontract its obligations under this agreement. Use of a subcontractor will not release Seller from liability under this agreement for performance of the subcontracted obligations.

21. Offset

The prices in this agreement assumes and is contingent upon the understanding that Seller's supply of any products and/or services under this agreement to Buyer are not subject to any direct or indirect obligations imposed and/or any other offset mechanism or industrial participation ("Offset Obligations"). In the event that Offset Obligations are imposed, the prices, terms and conditions in this agreement are subject to revision and Seller reserves the right to renegotiate the prices, terms and conditions in this agreement with the Buyer. Seller has no obligations to supply any products and/or services under this agreement to Buyer if Parties are unable to reach further agreement on revised prices, terms, and conditions due to Offset Obligations imposed.

22. Changes

Each Party may at any time propose changes in the schedule or scope of parts, products, or services in the form of a draft change order. Neither Party is obligated to proceed with the changed schedule or scope until both parties agree to such change in writing. Unless otherwise agreed by the parties, pricing for additional work arising from such changes shall be at Seller's then-current time and material rates.

23. Governing Law

The agreement shall be governed by and construed in accordance with the laws of (a) the State of New York, if Seller is incorporated in the U.S.; or (b) England and Wales, if Seller is incorporated outside the U.S., excluding in any case conflict of law rules. The parties acknowledge and agree that the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act as enacted by any state, will not apply to this agreement.

24. Dispute Resolution

All disputes arising out of or in connection with the agreement shall be referred to dispute resolution proceedings under the International Chamber of Commerce (ICC) Mediation Rules, without prejudice to either Party's right to seek emergency, injunctive, or conservatory measures of protection at any time. If any such dispute has not been settled within 60 calendar days following the filing of a "Request for Mediation" (or such other period of time as may be reasonable under the circumstances or agreed in writing), the dispute shall be finally settled in accordance with the ICC Rules of Arbitration by one or more arbitrators appointed under said Rules. The seat, or legal place, of arbitration shall be (a) New York, if Buyer is incorporated in the U.S.; Latin America, Caribbean or Canada, (b) London, if Buyer is incorporated outside the U.S. The decision or award of the arbitrators shall be in writing and is final and binding on both parties.

25. Changes in Applicable Provisions

The price, delivery and performance dates and any performance guarantees are based upon the terms of the agreement and applicable laws, standards, and regulations in effect on the date of Seller's proposal or quotation and will be equitably adjusted to reflect additional costs or obligations incurred

by Seller or Seller's group resulting from any change in, or change in interpretation of, the agreement terms as proposed by Seller, applicable laws, or Buyer's or site owner's cyber policies and procedures agreed by Seller in writing after the date of Seller's proposal or quotation. In the event any such change prevents Seller from executing its obligations without breaching applicable law or makes Seller's execution of its obligations unreasonably burdensome or unbalanced, Seller shall also have the right to terminate this agreement without any liability.

"Applicable law" means any law, statute, order, decree, rule, injunction, license, permit, consent, approval, agreement, regulation, interpretation, treaty, judgment, or legislative or administrative action of a competent governmental authority, which applies to the sale or provision of products, parts, and/or services.

26. General Clauses

Except as otherwise expressly provided with regard to the members of each Party's Group, none of the terms herein are intended to be enforced by third parties under the United Kingdom Contracts (Rights of Third Parties) Act (1999), where applicable, or any other law. Buyer and Seller shall be entitled to modify, vary, amend, and/or extinguish such rights without the consent of any third parties or member of either Party's Group.

This agreement represents the entire agreement between the parties and no modification, amendment, rescission, waiver, or other change shall be binding on either Party unless agreed to in writing by their authorized representatives. Each Party agrees that it has not relied on or been induced by any representations of the other Party not contained in this agreement.

The invalidity in whole or in part of any part of the agreement shall not affect the validity of the remainder of the agreement. In the event any provision of the agreement is held invalid or unenforceable, only the invalid or unenforceable part of the provision shall be severed, leaving intact and in full force and effect the remainder of the sentence, clause, and provision to the extent not held invalid or unenforceable.