

ANDIS COMPANY
TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS

1. Applicability.

(a) These terms and conditions of purchase (these “**Terms**”) shall apply to all Goods purchased by **Andis Company**, a Wisconsin corporation, with offices located at 1800 Renaissance Boulevard, Sturtevant, Wisconsin 53177, U.S.A. (“**Buyer**”) from the supplier identified in the Order (defined below) or to whom the Order is addressed (“**Supplier**”). As used in these Terms, “**Good**” individually means, and “**Goods**” collectively mean, any and all items sold or to be sold by Supplier to Buyer, whether finished goods, equipment, parts, raw materials, goods to be manufactured and/or installed or any combination thereof. Notwithstanding anything herein to the contrary, if a written contract signed by both Parties is in existence covering the sale of Goods covered by these Terms, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms. Supplier and Buyer may be referred to in these Terms individually as a “**Party**” or collectively as the “**Parties.**”

(b) The purchase order issued by Buyer (an “**Order**”) and these Terms (collectively, this “**Agreement**”) constitute the entire agreement and understanding between the Parties with respect to the Goods identified in the Order, and supersede all prior or contemporaneous understandings, agreements, negotiations, and communications, both written and oral. Buyer’s agreement to purchase any Goods from Supplier is expressly conditioned on Supplier’s unqualified acceptance of this Agreement. Unless otherwise agreed to in a written document executed by an authorized representative of Buyer, any term or condition contained in any quotation, sales order, sales confirmation or other communication of Supplier that purports to add to or is in any way inconsistent with this Agreement shall be of no force and is hereby expressly rejected. If for any reason this Agreement or any Order is deemed an acceptance of a prior offer made by Supplier, such acceptance is expressly conditioned upon Supplier’s assent to only the terms and conditions contained in this Agreement.

2. Acceptance. Within two (2) Business Days following receipt of an Order, Supplier shall accept or reject, in writing, the Order issued by Buyer. If Supplier does not reject an Order in writing within such five (5) Business Day period, Supplier shall be deemed to have accepted the Order and shall perform it in accordance with its terms and conditions and these Terms. Buyer may withdraw an Order at any time before it is accepted by Supplier. As used in this Agreement, “**Business Day**” means any day except Saturday, Sunday, or a holiday under the federal laws of the United States (“**U.S.**”).

3. Delivery. Supplier shall deliver the Goods in the quantities and on the date(s) specified in the Order or as otherwise agreed in writing by the Parties (the “**Delivery Date**”). If Supplier fails to deliver the Goods in full by the Delivery Date, Buyer may terminate the Order by providing written notice to Supplier and/or require reimbursement for any expense(s) incurred by Buyer which are directly attributable to Supplier noncompliance with its delivery obligations. Supplier shall deliver all Goods to Buyer’s facility located at 1800 Renaissance Blvd, Sturtevant, Wisconsin 53177, U.S.A., or to such other location expressly set forth in the Order (the “**Delivery Location**”). Each delivered container must be labeled and marked to identify contents without opening and all boxes and packages must contain packing slips listing the contents thereof. Buyer’s Order number must appear on all shipping containers, packing slips, delivery tickets and bills of lading. Supplier acknowledges that time is of the essence with respect to Supplier’s obligations hereunder and timely delivery of the Goods.

4. Shipping Terms. For shipments by Supplier originating within the United States (“**U.S.**”), the shipping term shall be EXW for intra United States Orders (as defined under INCOTERMS 2020). For shipments by Supplier originating outside of the U.S., the shipping term shall be FCA named origin point (as defined under INCOTERMS 2020). No acceptance of any Goods after the Delivery Date shall waive any of Buyer’s rights or remedies with respect to late delivery or be deemed a waiver of future compliance

with this Agreement. Supplier shall be responsible for creating, at Supplier's expense, all necessary international documents and instruments (e.g., invoices, packing lists, certificates of origin, etc.) and cooperate with the Buyer's freight forwarder and destination customs brokers to facilitate international delivery of the Goods. Supplier shall provide copies of such documents and instruments to Buyer and Buyer's freight forwarder.

5. **Title and Risk of Loss.** Notwithstanding any agreement between Supplier and Buyer with respect to responsibility for shipping costs or costs of insuring delivery of the Goods:

(a) For Orders originating from within the United States, title and risk of loss or damage shall not pass to Buyer until delivery of the Goods at the Delivery Location.

(b) For Orders originating from outside of the United States, title and risk of loss or damage shall pass to Buyer upon the Goods entering international waters, entering international airspace, or crossing an international border.

6. **Packaging and Documentation.** All Goods shall be packed for shipment according to Buyer's instructions set forth in the Order or, if there are no instructions, in a manner sufficient to ensure that the Goods are delivered in undamaged condition. Supplier must provide Buyer prior written notice if it requires Buyer to return any packaging material. Any return of such packaging material shall be made at Supplier's expense. Supplier shall be responsible for selecting a carrier that is in compliance with all legally-required hazardous material laws, rules, regulations, and industry standards, and shall ensure that all Orders are in compliance with International Maritime Organization, International Civil Aviation Organization, and any other applicable international, foreign, federal, state, or local laws, statutes, rules, ordinances, and regulations, and shall notify Buyer if and when classifications or conditions change.

The remainder of this **Section 6** shall apply to Orders originating from outside of the United States only or when instructed by Buyer for export outside of the United States. Packaging must never contain vegetation (straw, hay, peanut shells, etc). Any solid wood packing materials such as lumber used in pallets, crates, dunnage, or blocking and bracing, must be treated and marked in full compliance with the United Nations requirements under International Standards for Phytosanitary Measures No. 15 (ISPM 15). Supplier shall correctly declare and properly mark the country of origin of the Goods on export documentation and on shipment packaging. Supplier shall perform the legal qualification tests for Generalized System of Preferences, Free Trade Agreement, or other Trade Preferences, as appropriate, and shall only make such claims if they can be supported with appropriate documentation if applicable authorities perform an audit. For each shipment of Goods, international documentation shall be clear and comprehensive, including laymen's descriptions to enable customs classification, and full valuation so that later adjustments are not needed. Buyer shall declare dutiable assists for the Goods in the first international shipment of the Goods.

7. **Materials Disclosure.** Upon Buyer's written request, Supplier shall promptly provide to Buyer, in such form and detail as Buyer requests, a list of all materials incorporated or imbedded in the Goods, the amount of such materials, and information concerning any changes in or additions to such materials.

(a) Without limitation of the foregoing, upon Buyer's written request, Supplier shall provide to Buyer all information (in sufficient detail), with written certifications thereof, to enable Buyer to timely comply with all of Buyer's and Buyer's customers' due diligence, disclosure and audit requirements, including under California Proposition 65 and Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "**Dodd-Frank Act**") and Rule 13p-1 and Form SD under the Securities Exchange Act of 1934, and all similar, applicable statutes and regulations, including due inquiry of Supplier's supply chain (and certifications by such suppliers)

identifying conflict minerals (as defined in Section 1502(e)(4) of the Dodd-Frank Act) contained in each Good and the country of origin of such conflict minerals (or, following due inquiry, why such country of origin cannot be determined).

(b) For each shipment of Goods, Supplier shall provide Buyer, in writing, sufficient advance warning and notice (in addition to including appropriate labels on Goods, containers and packing) of any pollutants, hazardous, toxic, or restricted material, or words of similar import describing the materials within the shipment of Goods, that is a part of the shipment, including, but not limited to, any required disclosures pursuant to Occupational Safety and Health Administration (“OSHA”) Hazard Communication Standard, 29 C.F.R. 1920.1200, et. seq. Furthermore, Supplier shall provide such special handling instructions as may be necessary to advise Buyer, logistics providers, handlers of the Goods, and other personnel as may be appropriate or necessary to exercise that measure of care and precaution that will comply with any applicable laws, statutes, and regulations and prevent bodily injury or property damage in the handling, transportation, processing, use or disposal of the Goods, containers, and packing.

8. Quantity. If Supplier delivers more than the quantity of Goods ordered, Buyer may reject all or any excess Goods. Any such rejected Goods shall be returned to Supplier at its sole risk and expense. If Buyer does not reject the Goods and instead accepts the delivery of Goods at the increased or reduced quantity, the price for the Order shall be adjusted on a pro-rata basis. Buyer is not obligated to any minimum purchase or future purchase obligations by virtue of these Terms.

9. Price. If the price for the ordered Goods is not stated in the Purchase Order, the Goods shall be invoiced to Buyer at the lower of: (a) the price set out in Supplier’s published price list in force as of the date of the Order, or (b) a price at least as favorable as the price for which the Goods, or any reasonably comparable substitute for the Goods, are sold by Supplier to a similarly-situated customer.

10. Invoicing and Payment. Supplier shall issue an invoice to Buyer on or any time after the completion of delivery and only in accordance with these Terms. If applicable, invoices shall have attached bills of lading or other applicable receipts for the Goods that are the subject of the invoice. Buyer reserves the right to return all incorrect invoices. Unless otherwise specified on the face of an Order, Buyer shall pay the undisputed amount of the invoice within sixty (60) days from Supplier delivering Goods to carrier. Cash on Delivery (C.O.D.) shipments will not be accepted unless agreed to in advance by Buyer in writing.

11. Inspection. All Goods are subject to Buyer’s inspection prior to acceptance. Buyer shall have a reasonable period of time after delivery to inspect the Goods. Use of a portion of the Goods for such purposes shall not constitute acceptance. If Buyer determines that the Goods, or any part thereof, do not conform with the applicable Order or this Agreement, Buyer may reject such non-conforming Goods and cancel any unshipped or unperformed portion of the applicable Order. Goods rejected as non-conforming may be returned to Supplier, freight collect. Risk of loss or damage to rejected Goods shall pass to Supplier upon Buyer’s tender of the rejected Goods to the carrier. Payment for the Goods prior to inspection shall not constitute acceptance thereof. In the event Goods must be installed, tested, or assembled prior to commercial use, they shall not be deemed finally accepted until such installation, testing, or assembly indicates the Goods are in accordance with their specifications and are operating properly. Upon reasonable advance written notice, Buyer may inspect any site where the Goods are designed, manufactured, or stored.

12. Changes.

(a) Buyer may at any time by written notice to Supplier make changes to an Order with respect to any one or more of the following; (i) quantity of Goods ordered; (ii) drawings, designs or specifications; (iii) method of shipping or packing; (iv) place of inspection, acceptance, or Delivery Location; and (v) the Delivery Date. If such modifications or changes result in an

increase or decrease of Supplier's costs or in the production schedule and/or Delivery Date, Supplier shall notify Buyer immediately, and the Parties shall agree upon an equitable adjustment to the price and schedule for the applicable Order. Nothing contained in this **Section 12(a)** shall relieve Supplier from proceeding without delay in the performance of the Order as changed.

(b) Supplier may not make any changes with respect to the Goods or scope of the Order or these Terms without Buyer's advance written approval, which may be given or withheld in Buyer's sole discretion, including: (i) the location at which Goods are manufactured, (ii) the processes or procedures used by Supplier in the production of Goods, (iii) the composition, fit, form, function or appearance of Goods, (iv) any chemicals, raw materials or any components used in production of Goods or (v) any software, firmware, or other application incorporated or embedded in the Goods. If Supplier learns of a possible change to the Goods that may reduce costs, improve quality, or otherwise be beneficial to Buyer, Supplier shall promptly notify Buyer of the possible change.

13. Warranties. Supplier represents and warrants that all Goods sold under this Agreement shall: (a) comply with all specifications, samples, quality requirements, and other descriptions set forth in the Order and otherwise made or furnished by Supplier for the Goods; (b) be fit and sufficient for the purposes for which they were manufactured and sold, and if Supplier knows or has reason to know of any other particular purpose for which Buyer intends to use such Goods, the Goods shall be fit for such particular purpose; (c) be new and merchantable; (d) be free from any defects in design; (e) be free from any defects in workmanship and material; (f) not infringe, misappropriate, or violate any patent, trademark, copyright, trade secret, intellectual property, or other property rights of any third-party; and (g) be free and clear of all liens, security interests, or other encumbrances. The warranties stated in this **Section 13** shall survive Buyer's inspection, acceptance, and use of the Goods, and are cumulative and in addition to any other warranties provided by law or otherwise. If Buyer gives Supplier notice of any noncompliance with this **Section 13**, Supplier shall, at its own cost and expense, promptly replace or repair the defective or nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming Goods to Supplier and the delivery of repaired or replacement Goods to Buyer.

14. Compliance with Laws.

(a) Supplier shall comply with all applicable foreign, federal, state, provincial, and local laws, statutes, acts, rules, regulations, ordinances, orders, and industry standards in the performance of this Agreement. Supplier shall have and maintain in effect all licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement. Supplier shall ensure that any Goods that Buyer receives from Supplier are imported and/or exported only in compliance with applicable laws, including but not limited to the Export Administration Regulations ("EAR"), and sanctions regimes of the U.S. Department of Treasury, Office of Foreign Asset Controls ("OFAC"). Supplier shall provide reasonable information and cooperation to assist Buyer to prepare, to the extent required under applicable laws, rules, or regulations promulgated by any governmental or self-regulatory agency having jurisdiction over a Party, documentation to comply with the applicable customs and export and import requirements of each country from which the Goods will be exported and each country into which they will be imported. Supplier shall not, without prior written consent of Buyer, export, reexport, or transfer the Buyer's Intellectual Property and/or Confidential Information, either directly or indirectly. Supplier further shall not, without prior U.S. government authorization, export, reexport, or transfer the Goods or the Buyer's Intellectual Property and/or Confidential Information, either directly or indirectly, to any country subject to a comprehensive U.S. trade embargo (currently Cuba, Iran, North Korea, Sudan, and Syria) or to any person or entity listed on the "Entity List" or "Denied Persons List" maintained by the U.S. Department of Commerce or the list of "Specifically

Designated Nationals and Blocked Persons” maintained by the U.S. Department of Treasury. Each Party further agrees that this assurance shall remain in effect even after termination of this Agreement.

(b) Without limiting Supplier’s obligations under **Section 14(a)**, above, Supplier shall comply with OSHA Harzard Communication Standard 29 C.F.R. 1910.1200, et. seq.

(c) Without limiting Supplier’s obligations under **Section 14(a)**, above, To the extent applicable and if Seller is not exempt, Seller will abide by federal laws, regulations, ordinances, permits and orders pertaining to federal contractors and subcontractors, including environmental, health, safety, child welfare, nondiscrimination, wage & hour and other workplace laws and regulations. Unless this agreement is exempted by regulations of the Secretary of Labor, the Equal Employment Opportunity Clause required under Executive Order 11246 regarding nondiscrimination and affirmative action on the basis of race/ethnicity and gender, the affirmative action commitment for disabled veterans and other protected veterans, set forth in 41 CFR 60-300.5, the affirmative action clause for disabled workers, set forth in 41 CFR 60-741.5, and the related regulations of the Secretary of Labor, 41 CFR Chapter 60, are incorporated by reference in this contract. To the extent applicable and if Seller is not exempt, Seller will abide by the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals on the basis of disability (60-741.5(a)) and protected veteran status (41 CFR 60-300.5(a)), and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities and qualified protected veterans. Seller certifies that it complies with the applicable authorities cited above, and that it does not maintain segregated facilities or permit its employees to perform services at locations where segregated facilities are maintained, as required by 41CFR 60-1.8. If applicable, Seller will comply with any notice requirements under Executive Order 13496 (29 CFR part 471.2(d)).

14.15. Indemnification. Supplier shall defend (with counsel acceptable to Buyer), indemnify, and hold harmless Buyer, its affiliates and subsidiaries, and its and their respective owners, directors, officers, employees, agents, successors, and assigns (each, an “**Indemnified Party**” and collectively, the “**Indemnified Parties**”) from and against any third-party claim, demand, suit, proceeding, cause of action, liability, injury, damages, judgment, settlement, penalty, loss, cost, or expense, including, without limitation, the Indemnified Parties’ actual attorneys’ fees and other costs of litigation, arising from: (a) the Goods provided under this Agreement; (b) breach or default by Supplier or its employees, contractors, agents or representatives (collectively, “**Representatives**”) of this Agreement; (c) an Indemnified Party’s use or possession of any Goods which allegedly or actually infringe, misappropriate, or violate any patent, trademark, copyright, trade secret, intellectual property or other property rights of any third-party; or (d) any negligent or more culpable act or omission (including recklessness or willful misconduct) of Supplier or its Representatives. The Indemnified Parties shall give Supplier notice of any claim, suit, action, or proceeding to which Supplier has an indemnification obligation under this Agreement. If any of the Indemnified Parties wishes to appoint counsel to participate in such defense, in addition to counsel supplied by Supplier, it may do so at its own cost and expense. Except with the prior written authorization of the Indemnified Parties, Supplier, in the defense of any claim, suit, action, or proceeding, shall not consent to entry of any judgment or order, interim or otherwise, or enter into any settlement or compromise without the prior written consent of the Indemnified Parties.

15.16. Recall. If Buyer, any of Buyer’s customers or any governmental authority or agency determines that any Goods sold to Buyer contain a defect, safety hazard, unsafe condition, or serious quality or performance deficiency making it necessary or advisable that the affected Goods be recalled or retrofitted (a “**Recall**”), Buyer shall have the right to implement such Recall and return all Recalled Goods to Supplier or destroy such Goods, as determined by Buyer in its reasonable discretion, at Supplier’s sole cost and risk.

If a Recall is implemented, at Buyer's option and Supplier's sole cost, Supplier shall promptly replace any Recalled Goods and provide such replacement Goods to Buyer or Buyer's designee. The foregoing shall apply even if the warranties of Supplier applicable to the Recalled Goods have expired. Supplier shall be liable for, and reimburse Buyer for, all of Buyer's costs, expenses, losses, and damages associated with any Recall.

16.17. LIMITATIONS OF LIABILITY. IN NO EVENT SHALL BUYER BE LIABLE TO SUPPLIER OR ITS PARENT COMPANY, SUBSIDIARIES OR AFFILIATES UNDER ANY CIRCUMSTANCES FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY DAMAGES FOR LOST PROFITS OR REVENUE, DOWN TIME, LOSS OF OPPORTUNITY, DIMINUTION OF VALUE, OR LABOR COSTS) ARISING FROM OR RELATED TO THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT BY BUYER, OR FOR ANY OTHER CAUSE WHATSOEVER, WHETHER BASED ON CONTRACT, TORT, WARRANTY, STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY, AND REGARDLESS OF ANY ADVICE OR REPRESENTATIONS THAT MAY HAVE BEEN RENDERED BY SUPPLIER TO OR FOR THE BENEFIT OF BUYER.

17.18. Confidential Information.

(a) During the course of performing this Agreement, Supplier may receive or be given access to Buyer's Confidential Information. "**Confidential Information**" means information (whether oral, written, recorded magnetically or electronically or otherwise stored), which is possessed by or developed for Buyer and which relates to Buyer's existing or potential business, which information is not reasonably ascertainable by Buyer's competitors or by the general public through lawful means, and which information Buyer treats as confidential whether or not marked or designated in writing as confidential, including but not limited to: Buyer's trade secrets as defined by applicable law; research; patent applications; formulas; data; specifications; operations, strategies; technology; discoveries, inventions, improvements, innovations; processes; marketing and business plans; customer lists and customer information; contracts, procurement, and sales information; pricing, credit, and financial information. Further, Confidential Information shall include (i) third-party confidential information included with, or incorporated in, any information provided by Buyer to Supplier or its Representatives; (ii) information acquired by Supplier or its Representatives in connection with any inspection or tour of Buyer's facilities such as, without limitation, production and manufacturing processes and methods; (iii) all documents, materials, notes, analysis, studies, and summaries prepared by Supplier or its Representatives containing or based on, in whole or in part, Buyer's Confidential Information; and (iv) other information that would reasonably be considered non-public, confidential, or proprietary given the nature of the information and Buyer's business. Notwithstanding the foregoing, Confidential Information does not include information which Supplier can demonstrate by credible evidence: (A) was available to and known by the public as of the date of disclosure; (B) after the date of disclosure, becomes available to and known by the public through no fault of Supplier or any of its Representatives; (C) is lawfully obtained by Supplier from a third-party that is not subject to any obligation of confidentiality or restriction of use; or (D) was independently developed by Supplier and was in Supplier's possession prior to receipt thereof from Buyer.

(b) Supplier shall not use Buyer's Confidential Information, or permit it to be accessed or used, for any purpose other than as strictly necessary to perform this Agreement, or otherwise use Buyer's Confidential Information in any manner to the detriment of Buyer. Supplier shall safeguard and maintain the confidentiality of Buyer's Confidential Information in the same manner that it protects its own confidential information, but in no event shall Supplier exercise less than commercially reasonable care in protecting Buyer's Confidential Information. Except as permitted by this paragraph, Supplier shall not disclose or divulge (or assist others to disclose or divulge) Buyer's Confidential Information for any purpose whatsoever without Buyer's prior written authorization, which it may withhold in its sole discretion.

Supplier may disclose Confidential Information only to those of its Representatives who need to know Buyer's Confidential Information to enable Supplier to perform this Agreement, provided that, prior to disclosure, each Representative is informed of the confidential nature of Buyer's Confidential Information and is bound by obligations of confidentiality and non-use that are no less restrictive than the terms and conditions of this **Section 18**. In any event, Supplier shall be liable for any breach of this **Section 18** by its Representatives. Supplier shall immediately notify Buyer of any unauthorized disclosure of Buyer's Confidential Information or other breaches of this **Section 18** by Supplier or its Representatives of which Supplier has knowledge, and fully cooperate with Buyer in any effort undertaken by Buyer to enforce its rights related to any such unauthorized disclosure.

(c) Upon the completion or termination of this Agreement or at Buyer's request at any time, Supplier shall promptly return to Buyer (or if directed by Buyer, promptly destroy and certify in writing that it has done so) all Confidential Information of Buyer, along with all copies, abstracts, summaries, writings, documents, or other materials containing or based upon, in whole or part, any Confidential Information of Buyer. Further, Supplier shall permanently erase all of Buyer's Confidential Information from its computer systems, except for copies that are maintained as archive copies on its disaster recovery and/or information technology backup systems in accordance with Supplier's ordinary retention policies. Such copies will be destroyed upon the normal expiration of Supplier's backup files, provided that Supplier shall continue to be bound by the terms and conditions of this **Section 18** with respect to such archived Confidential Information. The return or destruction of such documents and materials shall in no way relieve Supplier of any obligation of confidentiality and non-use contained herein.

(d) If Supplier is required by subpoena, court order, or similar legal process or authority (collectively, "**Legal Process**"), to disclose any Confidential Information of Buyer, then: (i) Supplier shall provide prompt written notice of the Legal Process so that Buyer may seek a protective order or other remedy limiting its disclosure; and (ii) Supplier shall provide reasonable assistance, at Buyer's cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance as required herein, Supplier remains subject to the Legal Process, Supplier (or its Representatives or other persons to whom such Legal Process is directed) shall disclose no more than that portion of the Confidential Information which, on the advice of Supplier's legal counsel, such Legal Process specifically requires Supplier to disclose and shall use commercially reasonable efforts to obtain assurances that such Confidential Information will be afforded confidential treatment. Notwithstanding any required disclosure hereunder, Buyer's Confidential Information shall continue to be protected by this **Section 18**.

(e) This rights, remedies, and obligations of the Parties under this **Section 18** shall remain in effect for the duration of Supplier's performance of the Order and for a period of three (3) years thereafter; provided, however, with respect to Buyer's Confidential Information that includes or incorporates any third-party confidential information, the rights, remedies, and obligations of the Parties under this **Section 18** shall survive until Buyer's obligation to protect such third-party's confidential information expires; provided, further, with respect to Buyer's Confidential Information that constitutes a trade secret under applicable law, the rights, remedies and obligations of the Parties under this **Section 18** shall survive until, if ever, such Confidential Information loses its trade secret protection other than due to an act or omission of Supplier or its Representatives.

(f) To the extent that the Parties have entered into or may enter into a non-disclosure agreement or agreement of similar effect (an "**NDA**"), the Parties acknowledge and agree that any prior or future NDA is incorporated into these Terms by reference. In the event that any terms or conditions in any prior or future NDA conflict with these Terms, the Parties agree to be bound by the more restrictive terms.

18.19. Intellectual Property Rights.

(a) As used in this Agreement, “**Intellectual Property**” means all (i) patents, patent applications and disclosures, and inventions (whether patentable or not); (ii) trademarks, service marks, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, (iii) copyrights and copyrightable works, and rights in data and databases; (iv) trade secrets, know-how, and Confidential Information, and (v) all other intellectual or industrial property, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

(b) Supplier acknowledges and agrees that: (i) Supplier shall not acquire any ownership or other interest in any of Buyer’s Intellectual Property; (ii) nothing in this Agreement shall constitute or be construed to be a transfer of or license to make, have made, use, display, reproduce, copy, modify, or adapt Buyer’s Intellectual Property; (iii) any goodwill derived from the use of Buyer’s Intellectual Property inures to the benefit of Buyer; (iv) if Supplier acquires any rights or interests in or relating to any Intellectual Property of Buyer, by operation of law or otherwise, such rights and interests are deemed and are hereby irrevocably assigned by Supplier to Buyer, without further action or compensation by either Party; and (v) Supplier may use Buyer’s Intellectual Property only if authorized in writing, solely for the purposes of performing its obligations under this Agreement, and only in accordance with this Agreement and the instructions of Buyer.

(c) As a result of performing this Agreement, Supplier may, individually or jointly with others, conceive of, originate, discover, develop, or make certain modifications, enhancements, manufacturing processes, improvements to manufacturing processes, ideas, designs, concepts, techniques, inventions, or discoveries regarding or relating to the Buyer’s Confidential Information, Intellectual Property, or Buyer designed Goods (collectively, the “**Improved Buyer Intellectual Property**”). All Improved Buyer Intellectual Property shall belong to and be the exclusive property of Buyer. Supplier shall fully disclose to Buyer all information regarding or relating to Improved Buyer Intellectual Property, including, without limitation, providing copies of all documents, drawings, technical analysis, models or samples, algorithms, source codes, notes, formulas, or other writings. In connection herewith, Supplier shall and hereby does irrevocably, without further action or consideration by either Party, convey, transfer, and assign to Buyer, and Buyer hereby accepts, all of Supplier’s right, title, and interest in and to the Improved Buyer Intellectual Property. Supplier shall cooperate with and assist Buyer to prosecute any infringement action or other enforcement procedure necessary to protect the Improved Buyer Intellectual Property, provided, however, that Buyer bears all costs and expenses associated therewith.

(d) Supplier shall not: (i) take any action that may interfere with any of the rights of Buyer in or to its Intellectual Property, including Buyer’s ownership or exercise thereof; (ii) challenge any right, title or interest of Buyer in or to its Intellectual Property; (iii) make any claim or take any action adverse to Buyer’s ownership of its Intellectual Property; (iv) use any of Buyer’s Intellectual Property without Buyer’s prior written authorization; (v) apply for any patent anywhere in the world with respect to Buyer’s Intellectual Property; and/or (vi) alter, adapt, translate, decompile, disassemble, copy, reproduce, modify, create a derivative work of, reverse engineer, reverse assemble, or otherwise attempt to work around or discover any part of the Intellectual Property of Buyer.

19.20. Insurance. This **Section 20** shall be applicable to Orders originating from outside of the United States only. Buyer may purchase and maintain insurance to protect against loss or damage occurring during the course of delivery of the Goods from Supplier to Buyer upon. Any such Buyer-maintained insurance shall apply only upon title and risk of loss being transferred and vested in Buyer in accordance with Section 5 of these Terms. Supplier shall ensure that Goods are properly packaged and secured for transport by whichever transportation mode is selected – road, rail, air, or sea. To the extent any loss or damage occurs during transit as a result of improper packaging or other negligent or more culpable act or omission on the part of Supplier (whether or not resulting in denial of Buyer’s insurance coverage), Supplier shall be responsible for such losses or damage.

20-21. Records. For a period of at least seven (7) years or applicable country law requirements if greater from the Delivery Date, Supplier shall retain complete and accurate records relating to the manufacture, production, storage, shipment, transportation, and sale of Goods related to the Order, and upon request will make these records available to Buyer or its designated agents for inspection and copy.

21-22. Termination.

(a) This Agreement may be terminated without prejudice to any other rights or remedies in accordance with the following provisions:

(i) Either Party may terminate this Agreement immediately at any time upon written notice if the other Party breaches any of its material duties and obligations under the Order or these Terms and fails to cure such breach to the reasonable satisfaction of the non-breaching Party within fifteen (15) days after written notice of the breach is given;

(ii) Either Party may terminate the Order immediately at any time upon written notice to the other Party if the other Party (A) commences or has commenced against it a proceeding under any bankruptcy, insolvency, debtor's relief law or similar law; (B) has a receiver appointed for it or for any of its property; (C) becomes insolvent or unable to pay its debts as they mature in the ordinary course of business; (D) makes a general assignment for the benefit of its creditors; or (E) takes any action to dissolve its corporate existence.

(b) Buyer may, in its sole discretion, terminate an Order at any time by providing written notice to Supplier. Such termination shall be effective upon receipt of such notice of termination by Supplier. Upon written notice of termination by Buyer, Supplier shall use commercially reasonable efforts to stop all work and cause any of its suppliers and/or subcontractors to cease such work. Supplier shall be paid a reasonable termination charge consisting of any nonrecoverable costs actually expended by Supplier in the course of fulfilling such Order or in ceasing work to complete the Order. Supplier shall not be paid for any costs incurred which Seller reasonably could have avoided, including by reselling the Goods or any raw materials to a third party. Notwithstanding the foregoing, in no event shall Supplier be entitled to an amount greater than what Buyer would have paid absent the termination.

(c) If Buyer terminates the Agreement for any reason set forth above excepting **Section 22(b)**, Supplier's sole and exclusive remedy is payment for the Goods received and accepted by Buyer prior to such termination.

22-23. Independent Contractors. Supplier's relationship to Buyer in connection with the manufacture and sale of the Goods and the performance of this Agreement is that of an independent contractor, and not of an employee or agent of Buyer. Supplier acknowledges that Buyer has no responsibility to Supplier for federal or state withholding taxes, social security taxes, worker's compensation, unemployment taxes or any other similar coverages or taxes regarding Supplier or its employees. The performance of Supplier's obligations hereunder does not make or appoint Supplier as an agent of Buyer, nor does it create a partnership or joint venture between the Parties. Supplier will not act or represent itself as an agent of Buyer, and will not purport to bind or obligate Buyer in any manner.

23-24. Assignment. Supplier may not assign this Agreement or subcontract or delegate any of its rights or obligations under this Agreement without the prior written consent of Buyer. Any assignment or transfer without such written consent shall be null and void.

24-25. Waiver. No failure on the part of a Party to exercise, and no delay in exercising, any right hereunder will operate as a waiver thereof. No express waiver shall operate beyond the express terms

thereof nor waive the same provisions at any future date. A Party's right to require strict observance and performance of each of the terms and provisions hereof shall not be affected by concurrent waiver of any other term or provisions or by any previous waiver, forbearance, or course of dealing.

25.26. Remedies Cumulative. The remedies provided for in this Agreement shall be cumulative and in addition to any other remedies in law or in equity.

26.27. Survival of Obligations. Any term, condition, warranty, covenant, obligation to indemnify which by its nature extends beyond the expiration or termination of this Agreement shall survive the completion, expiration or termination of this Agreement.

27.28. Governing Law; Venue. This Agreement all and Orders shall be construed and governed by Wisconsin law (excluding application of its conflicts of law rules and excluding the United Nations Convention on Contracts for the International Sale of Goods and the United Nations Convention on the Limitation Period in the International Sale of Goods).

28.29. Dispute Resolution.

(a) If Supplier's principal place of business is located within the U.S., then all disputes, controversies, claims, actions, proceedings and counterclaims arising out of or relating to this Agreement or any Order, or the breach, termination or invalidity thereof (collectively, a "**Dispute**"), shall be commenced, tried, and litigated exclusively in the Circuit Court for the County of Racine, State of Wisconsin and its appellate courts, or the United States District Court for the Eastern District of Wisconsin and its appellate courts. Each Party hereby waives its right, if any, to bring any Dispute before any other court or tribunal. EACH PARTY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW THE RIGHT TO A TRIAL BY JURY.

(b) If Supplier's principal place of business is located outside of the U.S., then any Dispute shall be settled by binding arbitration before a single arbitrator, with such arbitration administered by the American Arbitration Association ("**AAA**") under its Commercial Arbitration Rules in effect on the date the proceeding is initiated. The arbitrator shall apply the substantive laws of the State of Wisconsin. The arbitration hearing and all related proceedings shall be conducted in Milwaukee, Wisconsin, United States. Further, the arbitration shall be conducted in the English language, including, without limitation, the presentment of all testimony and evidence. In the event a translation of this Agreement into any other language is required or desired for any reason, the Parties acknowledge and agree that in all matters involving the interpretation or enforcement of this Agreement, the original English text shall govern such matters. The arbitrator shall be fluent in English, neutral, and independent from either Party, and knowledgeable in the subject matter of the Dispute. The arbitrator shall be selected by mutual written agreement of the Parties from a list of potential arbitrators provided by the AAA. In the event the Parties cannot agree upon the selection of an arbitrator within fifteen (15) days following receipt of the list of potential arbitrators from the AAA, then selection of the arbitrator shall be made by the AAA. The arbitrator's decision shall be final and non-appealable. Judgment on the award or decision rendered by the arbitrator may be entered in any court of competent jurisdiction. The arbitrator shall have the authority to settle such controversy or claim by finding that a Party should be enjoined from certain actions or be compelled to undertake certain actions, and in such event any court of competent jurisdiction may enter an order enjoining and/or compelling such actions as found by the arbitrator. Notwithstanding anything in this **Section 29(b)** to the contrary, the Parties expressly agree that a court of competent jurisdiction may enter a temporary restraining order or an order enjoining a breach of this Agreement pending a final award or further decision or order by the arbitrator. Such remedy, however, shall be cumulative and nonexclusive, and shall be in addition to any other remedy to which the Parties may be entitled. Except to the extent required by applicable law or as may be necessary to enforce their respective rights and remedies under this **Section 29(b)**, the Parties agree to keep confidential the nature of the Dispute to be submitted to arbitration,

all submissions made by the Parties in connection with any arbitration proceeding or hearing, and the content of the arbitration proceedings and hearings. EACH PARTY FULLY UNDERSTANDS AND AGREES THAT THEY ARE GIVING UP CERTAIN RIGHTS OTHERWISE AFFORDED TO THEM BY CIVIL COURT ACTIONS, INCLUDING BUT NOT LIMITED TO THE RIGHT TO A JURY OR COURT TRIAL.

29.30. Right to Set Off. Buyer shall be entitled to set off any amount payable by Buyer under this Agreement against any amounts owing from Supplier to Buyer.

30.31. Amendment and Modification. These Terms may only be amended or modified in a writing stating specifically that it amends these Terms and is signed by an authorized representative of each Party.

31.32. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

32.33. Publicity. Neither Party may, without the other Party's prior written consent, (a) use the name, trademark, service mark, trade dress, logo or other identifying marks of the other Party in any sales, marketing or publicity activities or materials, or (b) issue any public statement regarding its relationship with the other Party.

33.34. Attorneys' Fees. In the event that a Party institutes any legal suit, action or proceeding against the other Party to enforce the term, condition or provision contained in any this Agreement (or obtain any other remedy in respect of any breach of this Agreement), the prevailing party in the suit, action or proceeding shall be entitled to receive in addition to all other damages to which it may be entitled, the costs incurred by such Party in conducting the suit, action or proceeding, including reasonable attorneys' fees and expenses and court costs.

34.35. Headings. All headings in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of any provision of this Agreement.

[END OF DOCUMENT – NOTHING FURTHER AFTER THIS POINT]