



CSS (Connecticut Spring & Stamping Corporation) Standard Terms and Conditions for Sale of Products and Services

Notice: Sale of any Products or Services is expressly conditioned upon Buyer's assent to these Terms and Conditions. Any acceptance of Seller's offer is expressly limited to and conditioned upon acceptance of these Terms and Conditions by Buyer. Seller expressly objects to any additional, different, supplemental or conflicting terms and conditions proposed by Buyer. NOTWITHSTANDING ANY SUCH ADDITIONAL, DIFFERENT, SUPPLEMENTAL OR CONFLICTING TERMS AND CONDITIONS THAT MAY BE EMBODIED IN ANY ORDER, ACKNOWLEDGMENT, CONFIRMATION, RELEASE FORM OR OTHER WRITING, AN ORDER IS ACCEPTED ONLY ON THE EXPRESS CONDITION THAT BUYER ASSENTS TO THESE TERMS AND CONDITIONS. For avoidance of doubt, any order to perform work, Seller's performance of work, Buyer's acceptance of any Products or Services from Seller, or any payment of the Purchase Price by Buyer shall each constitute Buyer's confirmation of its assent to these Terms and Conditions. Neither Seller's commencement of performance or delivery of work shall be deemed or constituted as acceptance of Buyer's additional, different, supplemental or conflicting terms and conditions. THESE TERMS AND CONDITIONS MAY ONLY BE WAIVED OR MODIFIED IN A WRITTEN AGREEMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF SELLER.

1) **Definitions.** In these Terms and Conditions:

- a) "**Buyer**" means, as applicable, the business or entity who accepts a quotation or offer of the Seller for the sale of Goods or Services, or whose order for the purchase of Goods or Services is accepted by the Seller, or the business or entity to which Seller is providing Products or Services under the Contract.
- b) Minimum order quantity & minimum shipment is \$500.
- c) "**Contract**" means the agreement signed by both parties, or the purchase order signed by Buyer and accepted by Seller in writing, in each case, for the sale of Products, together with these Terms and Conditions, Seller's final quotation, the agreed upon scope(s) of work, and the Seller's order acknowledgement. In the event of any conflict, the Terms and Conditions shall take precedence over other documents included in the Contract.
- d) "**Products**" means the equipment, parts, materials, supplies, software and other goods which Seller has agreed to supply to Buyer under the Contract.
- e) "**Seller**" means Connecticut Spring and Stamping Corporation or any of its affiliates which are providing Products or performing Services under the Contract.
- f) "**Liability Inventory**" means: (a) work in process inventory which Seller has produced with respect to the Contract or with respect to any order under the Contract; (b) finished goods inventory which has not yet shipped with respect to the Contract or with respect to an order under the Contract, (c) any raw materials inventory of equipment, parts, materials, supplies, software and other goods which is either (i) at Seller's facility and which Seller has acquired specifically to complete the Contract or an order under the Contract, or (ii) on order or in transit to Seller's facility and which Seller has committed to purchase specifically to complete the Contract or an Order under the Contract.
- g) "**Services**" means the services which Seller has agreed to perform for Buyer under the Contract.
- h) "**Terms and Conditions**" means these "Terms and Conditions for Sale of Products and Services," together with any modifications or additional provisions specifically stated in Seller's final quotation or specifically agreed upon by Seller in writing.
- i) "**writing**" or words of similar import, includes any communication effected by means of telex, facsimile transmission, electronic mail or other comparable electronic means of communication.

2) **Orders**

- a) **General:** All orders placed by Buyer are subject to acceptance by Seller in writing. Orders may not be rescheduled without Seller's express prior written consent. All orders must include delivery dates, quantities, approved vendors (where applicable) and complete description of Products or Services being purchased. The authority of Seller's employees or agents extends only to the solicitation of orders and Seller's employees or agents are not authorized to make any representations concerning Goods or Services unless confirmed by Seller in writing. In entering into any Contract, Buyer acknowledges that it does not rely on and waves any claim for breach of any such representations which are not so confirmed.



- b) Expediting Orders: Urgent orders can be expedited for a premium manufacturing charge plus premium freight.
 - c) Variations: As Products herein specified are made to order, the Seller is permitted an overrun or under run of 10% on the actual amount ordered unless otherwise specifically agreed.
 - d) Tooling: Tooling is invoiced upon Seller's receipt of a purchase order from Buyer. Tooling orders over \$2,000 may be broken down into installments of 40% upon receipt of purchase order and 60% upon shipment of sample parts and or 1st article. Payment for tooling does not convey the right to remove tools from Seller's possession. Buyer will only have the right to remove tooling with an additional payment of 25% of total invoiced tooling amount. Seller reserves the right to scrap any tool, at Buyer's expense, that has been inactive for over two years, in which event, Seller shall be held harmless from any liability whatsoever with respect to such tooling or Seller's scrapping thereof. Subsequent orders will be quoted with a charge to build new tooling. Shipping costs will be charged on all tools shipped by the Seller at Buyer's request. If, for any reason, tooling is returned to Buyer, Buyer shall reimburse or pay Seller on demand for any raw materials committed to be purchased, or actually purchased, by Seller to be used or process by such tooling, and for any work in process created or processed with such tooling,
 - e) Raw Materials. Unless specifically prohibited in writing by the Buyer, Seller will purchase raw materials to defined and certified to industry standards/specifications to allow continuity of production and price and, Buyer shall not designate or control the specific source of such raw materials.
 - f) Errors. Any typographical, clerical or other accidental errors or omissions in any sales literature, quotation, pricelist, acceptance of offer, invoice other document or information issued by this Seller shall be subject to correction without any liability on the part of the Seller.
 - g) Cancellation. Neither the Contract nor any Order under the Contract may be cancelled by the Buyer except with the express prior written consent of Seller and on then only upon terms acceptable to Seller that will indemnify and hold harmless the Seller for all loss or damage resulting from the cancellation. Any cancellation or attempted cancellation of an Order or of the Contract by Buyer without the express written consent of Seller shall constitute a breach by Seller of the Contact, and in such event, in addition to any other rights and remedies provided for in the Contract, at law or in equity, at Seller's election (a) Buyer shall purchase the Liability Inventory from Seller at Seller's cost (with respect to Liability Inventory which is work in process inventory or raw materials inventory), or at the price specified in the applicable order under the Contract (with respect to Liability Inventory which is finished goods inventory), (b) in the exercise of its reasonable commercial judgment Seller may sell the Liability Parts, or any portion thereof, or (c) in the exercise of its reasonable commercial judgment Seller may proceed in any other reasonable manner.
- 3) Prices.
- (a) Pricing. The prices of the Products or Services are those specified on the front of Seller's invoice. Pricing for undelivered Product may be increased in the event of any increase in Seller's cost, change in market conditions or any other causes beyond Seller's reasonable control. Price quotations, unless otherwise stated, shall automatically expire thirty (30) calendar days from the date issued and may be cancelled or amended within that period upon written notice to Buyer.
 - (b) Exclusions. Unless otherwise agreed to in writing by Seller, all prices quoted are exclusive of transportation and insurance costs, duties, and all taxes including, but not limited to, federal, state, provincial and local sales, excise, gross receipts, value added, goods and services and any other taxes. Buyer agrees to pay these taxes unless and to the extent that Buyer has provided Seller with an acceptable exemption resale certificate in the appropriate form for the jurisdiction of Buyer's place of business and any jurisdiction to which Products are to be directly shipped or Services provided hereunder, or unless the sale is otherwise exempt from these taxes. Buyer agrees to defend, indemnify and hold Seller harmless for any damages, costs and liability for such taxes, as well as the collection or withholding thereof, including penalties, fines and interest thereon and any legal and accounting fees incurred by Seller related thereto. When applicable, transportation and taxes shall appear as separate items on Seller's invoice.
- 4) Payment
- a) Payment Terms. All payments shall be paid when due by Buyer without deduction or setoff of any kind. If the Buyer has not established credit terms with Seller, full payment is due promptly upon shipment.
 - b) Credit Terms. If Buyer has requested and received credit terms with Seller and subject to Seller's approval of Buyer's credit, payment terms for such Buyer shall be net thirty (30) days from the date of invoice unless otherwise specified in writing by Seller. Seller reserves the right to establish and/or change credit and payment terms extended to Buyer when, in Seller's sole opinion, Buyer's financial condition or previous payment record warrants such action. Shipments and deliveries shall, at all times, be subject to the approval of the



Seller's Credit Department. The Seller may at any time decline to make any shipment or delivery or perform any work except on receipt of payment or on terms and conditions satisfactory to the Seller.

- c) Invoicing. Buyer will be deemed to have accepted an invoice upon the fifteenth (15th) day from the date of invoice and no further objections to the invoice will be permitted or accepted. If Seller otherwise specifies in writing payment terms longer than thirty (30) days from the date of invoice, then: (i) the invoice will be deemed accepted upon the thirty (30th) day from the date of invoice and no further objections will be permitted or accepted; and (ii) Buyer must certify within thirty (30) days from the date of invoice that payment has been submitted for processing. Seller may invoice each shipment separately and each shipment shall be considered a separate and individual contract.
 - d) Late Payments. All late payments shall be charged interest computed on a daily basis from the due date until paid in full. A late charge of one and one-half percent (1 1/2%) per month or the maximum rate permitted by applicable law, whichever is less, will be imposed on all past due accounts. Buyer shall be liable for, and pay to Seller upon demand, any costs of collection, including reasonable attorneys' fees and court costs, in any action to collect past due amounts.
 - e) Transportation. Transportation charges from Seller's facility to Buyer's facility shall be paid by Buyer to Seller, in addition to the purchase price, unless otherwise agreed to in writing by Seller. Seller will select the carrier in the absence of specific instructions by Buyer.
 - f) Certain Remedies. If Seller believes in good faith that Buyer's ability to make payments may be impaired or if Buyer shall fail to pay any invoice or other amount owing to Seller when due, Buyer shall continue to remain liable to pay for any Products already shipped or Services provided, and, in addition to any other remedies at law, in equity or in the Contract:
 - i) Seller shall not be obligated to continue performance under the Contract, under any order under the Contract, or under any other agreement with Buyer;
 - ii) Seller may, at its option, elect to (1) suspend delivery of any Products or Services, or any order or any remaining balance thereof until such payment is made or (2) cancel the Contract or any order or any remaining balance thereof, and, at Seller's option:
 - (a) Buyer shall purchase the Liability Inventory from Seller at Seller's cost (with respect to Liability Inventory which is work in process inventory or raw materials inventory), or at the price specified in the applicable order under the Contract (with respect to Liability Inventory which is finished goods inventory); provided that Buyer provides reasonable assurance to Seller that Buyer can and will pay for such Liability Inventory;
 - (b) in the exercise of its reasonable commercial judgment Seller may sell the Liability Inventory, or any portion thereof; or
 - (c) in the exercise of its reasonable commercial judgment Seller may proceed in any other reasonable manner.
 - g) Security. Seller retains a security interest in the Products delivered to Buyer, and in their accessories, replacements, accessions, proceeds and Products, including accounts receivable (collectively, the "Collateral") to secure payment of all amounts due under the Contract. Buyer's failure to pay all amounts hereunder in full when and as due shall constitute a default hereof and shall give Seller all rights of a secured party. If Buyer fails to pay any amount when due, Seller shall have the right to repossess and remove all or any part of the Collateral from Buyer, but not from Buyer's customers. Any repossession or removal shall be without prejudice to any other remedy of Seller hereunder, at law or in equity. Buyer agrees, from time to time, to take any act and execute and deliver any document (including, without limitation, financing statements) reasonably requested by Seller to transfer, create, perfect, preserve, protect and enforce this security interest. The security interest granted hereunder is in addition to any other rights which Seller may have in the Products and other Collateral provided for under applicable law.
 - h) Application of Payments. Any payment received from Buyer may be applied by Seller against any obligation owing from Buyer to Seller, regardless of any statement appearing on or referring to such payment, without discharging Buyer's liability for any other amounts owing from Buyer to Seller, and the acceptance by Seller of such payment shall not constitute a waiver of Seller's right to pursue the collection of any other amounts.
- 5) Delivery and Title
- a) Delivery/Shipment. All deliveries will be made EXW (Ex Works as defined in Incoterms 2010) Seller's facility or FOB place of origin. Subject to Seller's right of stoppage in transit, delivery of the Products to the carrier shall constitute delivery to Buyer and title and risk of loss shall thereupon pass to Buyer. Selection of the carrier and delivery route shall be made by Seller unless specified in writing by Buyer. Buyer acknowledges that delivery dates provided by Seller are estimates only and Seller shall not be liable for delays in delivery or for failure to perform due to causes beyond the reasonable control of Seller nor shall the carrier be deemed an agent of Seller. In the event of delay caused by such event, the date of delivery shall be extended for a period equal to the time lost as a consequence of the



delay in delivery without subjecting Seller to any liability or penalty. If the Products perished while in the custody of the carrier, the Seller shall be deemed to have performed its obligations in full. Delivery of a quantity, which varies from the quantity specified, shall not relieve Buyer of the obligation to accept delivery and pay for the Products delivered. Delay in delivery of one installment shall not entitle Buyer to cancel other installments.

- b) Reservation. Seller reserves the right to change sources of material, secondary operations, internal processes, unless specifically prohibited by the Buyer and the Buyer has defined define the product as being under "Process Controlled".
- c) Installation. The Seller shall not be responsible for the installation, use or operation of any Products sold hereunder.

6) Acceptance/Returns

- a) Acceptance and Inspection. Upon delivery of Products to Buyer, Buyer shall perform whatever inspection or tests Buyer deems necessary as promptly as possible. Product will be deemed to have been irrevocably accepted by Buyer upon delivery of the said shipments to Buyer unless Buyer shall have expressly rejected the shipment in writing delivered by Buyer no later than five (5) business days after delivery. Buyer shall perform whatever inspection or tests Buyer deems necessary as promptly as possible upon receipts of Products, but in no event later than five (5) business days after delivery, after which time Buyer will be deemed to have irrevocably accepted the shipment of Products.
- b) Shipment Quantity. Any discrepancy in shipment quantity must be reported within five (5) business days of receipt of the Products. In the event of an over shipment, Buyer shall have the option to return the Products to Seller at Seller's expense or alternatively, Buyer may elect to retain the Products (subject to adjustment of the invoice or the issuance of another invoice to account for such additional items.)
- c) Returns. Any Product returns shall be subject to compliance with Seller's Return Merchandise Authorization ("RMA") policies and procedures, which are available upon request, as well as a restocking charge equivalent to 50% of the value of such Product as specified in Seller's invoice to Buyer. Returned Products must be in the original manufacturer's sealed packaging and conform to minimum package quantity ("MPQ") requirements. Products not eligible for return shall be returned to Buyer freight collect.

7) Limited Warranty and Limitation of Liability

- a) Limited Warranty. The Seller warrants to the original Buyer only that (1) Products of its own manufacture are free from defects in material and workmanship, (2) to the extent that written specifications for the Products provided are contained in the Contract, that such Product upon delivery will meet such specifications; and (3) any Services to be performed by Seller only under the Contract will be performed in accordance with the written specifications specified in the Contract for such Services. Any Product which does not meet the requirements of the preceding sentence is referred to herein as a "**Non-Conforming Product**") and any Services which does not meet with requirements of the preceding sentence is referred to herein as a "**Non-Conforming Service**") The duration of this limited warranty shall be 30 calendar days from the date of shipment of the Non-Conforming Product (or rendering by Seller of the Non-Conforming Services, as applicable), and in no event shall the Seller be liable for any claim made by the Buyer after 30 calendar days from the date of the shipment of the Non-Conforming Product (or date of rendering by Seller of the Non-Conforming Services, as applicable).
- b) Exceptions. The limited warranty set forth in Section 7(a) shall not apply to (1) any Product which has been supplied (or Service rendered) by any subcontractor of Seller; (2) any Product which shall have been repaired, reworked, or altered outside of the Seller's facilities' (3) any Product which is or becomes a Defective Product as a result of accident, negligence, abuse, or misuse by the Buyer, its agents or customers; or (4) any Product that has been subject to misuse, improper testing, assembly, mishandling, or which has been operated contrary to current instructions relating to installation, maintenance or operation, or contrary to industry standards.
- c) Seller's Exclusive Obligations. Seller's exclusive obligations with respect to a Non-Conforming Product or Non-Conforming Service shall be, at Seller's option, to repair or replace the Product, if it is determined by Seller to be a Non-Conforming Product, or to re-perform the Service if the Service in question is determined by Seller to be a Non-Conforming Service, or to refund to Buyer the purchase price paid for the Non-Conforming Product or Non-Conforming Service. Notwithstanding anything herein to the contrary, the liability of Seller under this Section 7 for all claims shall not exceed the sum of Buyer's payments for the Products or Services which are the subject of any Buyer claim and the foregoing is Buyer's sole and exclusive remedy for all claims under this Section 7.
- d) EXCLUSIVE WARRANTIES. THE WARRANTIES PROVIDED IN THIS SECTION 7 ARE THE SOLE WARRANTIES, EXPRESS OR IMPLIED, GIVEN BY SELLER IN CONNECTION WITH THE PRODUCTS AND SERVICES, AND SELLER DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE PRODUCTS OR SERVICES, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS AND



WARRANTIES AGAINST LATENT DEFECTS. BUYER ACKNOWLEDGES THAT BUYER IS NOT RELYING ON SELLER'S SKILL OR JUDGEMENT TO SELECT OR FURNISH GOODS OR SERVICES SUITABLE FOR ANY PARTICULAR PURPOSE.

- e) Replacement Products and Services. Replacement Products or Services provided pursuant to Section 7(c) shall be warranted as set forth in Section 7(a) above. Any Products reworked by Seller shall be warranted as provided in this Section 7 solely for the remainder of the original warranty period for such Product set forth in Section 7(a).
 - f) Disclaimer. Seller disclaims, and shall have no liability for any trademark, trade dress, trade secret, copyright, design or patent infringement, or any other intellectual property right, which may occur, as a result of the sale of Products or Services to Buyer. There shall be no remedy or recourse against Seller, and Seller shall have recourse against Buyer, for any claim against Seller, for the infringement of any trademark, trade dress, trade secret, copyright, design or patent infringement, or any other intellectual property right of any third party which arises from or is otherwise based upon:
 - i) the Seller's compliance with the requirements of Buyer or with Buyer's specifications for the Product;
 - ii) any modifications or alterations of the Product other than by the Seller; or
 - iii) a combination of the Product with other items not furnished or manufactured by Seller.
 - g) BUYER SHALL NOT IN ANY EVENT BE ENTITLED TO, AND SELLER SHALL NOT BE LIABLE FOR, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY NATURE INCLUDING, WITHOUT LIMITATION, BUSINESS INTERRUPTION COSTS, REMOVAL AND/OR REINSTALLATION COSTS, REPROCUREMENT COSTS, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, PROMOTIONAL OR MANUFACTURING EXPENSES, OVERHEAD, INJURY TO REPUTATION OR LOSS OF CUSTOMERS, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BUYER'S RECOVERY FROM SELLER FOR ANY CLAIM SHALL NOT EXCEED BUYER'S PURCHASE PRICE FOR THE PRODUCT OR SERVICE GIVING RISE TO SUCH CLAIM IRRESPECTIVE OF THE NATURE OF THE CLAIM, WHETHER IN CONTRACT, TORT, WARRANTY, OR OTHERWISE.
 - h) SELLER SHALL NOT BE LIABLE FOR AND BUYER SHALL INDEMNIFY, DEFEND AND HOLD SELLER HARMLESS FROM ANY LOSSES, DAMAGES AND COSTS (INCLUDING REASONABLE LEGAL FEES AND EXPENSES) ARISING OUT OF OR RELATED TO CLAIM, SUIT OR ACTION BASED ON SELLER'S COMPLIANCE WITH BUYER'S DESIGNS, SPECIFICATIONS OR INSTRUCTIONS, OR MODIFICATION OF ANY PRODUCTS BY PARTIES OTHER THAN SELLER, OR USE IN COMBINATION WITH OTHER PRODUCTS.
 - i) Buyer acknowledges that the Contract was entered into at arm's length and that it was not fraudulently induced to enter into the Contract, in whole or any part, and Buyer explicitly disclaims and waives any claim with respect thereto.
- 8) Intellectual Property
- a) If any Product includes software or other intellectual property, such software or other intellectual property is provided by Seller to Buyer subject to the copyright and user license, if any, for such Products, the terms and conditions of which are set forth in the license agreement accompanying such software or other intellectual property. Nothing herein shall be construed to grant any rights or license to use any software or other intellectual property in any manner or for any purpose not expressly permitted by such license agreement. Buyer acknowledges and understands that Seller is not the designer of any Products ordered or to be supplied to Buyer and is not liable to Buyer or any third party for any copyright, design or patent issue, right or claim that may arise in relation to any Product.
 - b) The Seller reserves the right to discontinue deliveries of any Products or Services, the manufacture, sale or use of which, in its opinion, would result in patent infringement.
 - c) The Buyer shall defend, indemnify and hold the Seller harmless from any losses, damages and costs (including reasonable legal fees and expenses) arising out of or related to a claim, suit or action for trademark, trade dress, trade secret, copyright, design or patent infringement, or any other intellectual property right, infringement brought against the Seller which is based on a design or specification furnished by, or requirement of, the Buyer.



9) **Export Control/Use of Products**

Buyer certifies that it will be the recipient of Products to be delivered by Seller. Buyer acknowledges that the Products may be subject to the United States export and/or import control laws regarding the International Traffic in Arms Regulations (ITAR) pursuant to the Arms Export Control Act (22 U.S.C 2778) and the Export Administration Regulations (EAR) pursuant to the Export Administration Act (60 U.S.C 2401-2420). Buyer agrees to comply strictly with all U.S. export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required and acknowledges that it shall not directly or indirectly export any Products to any country to which such export or transmission is restricted or prohibited. Products sold by Seller cannot be transferred, sold or re-exported to any party on the Entity List or Restricted Person List of the U.S. Department of Commerce, Bureau of Industry and Security (BIS), any party designated by the U.S. Treasury Department's Office of Foreign Assets Control, and any party debarred or sanctioned for proliferation or terrorism reasons by the U.S. State Department. Products sold by Seller are not designed, intended or authorized for use in life support, life sustaining, nuclear, or other applications in which the failure of such Products could reasonably be expected to result in personal injury, loss of life or catastrophic property damage. If Buyer uses or sells the Products for use in any such applications: (1) Buyer acknowledges that such use or sale is at Buyer's sole risk; (2) Buyer agrees that Seller and the manufacturer of the Products are not liable, in whole or in part, for any claim or damage arising from such use; and (3) Buyer agrees to indemnify, defend and hold Seller and the manufacturer of the Products harmless from and against any and all claims, damages, losses, costs, expenses and liabilities arising out of or in connection with such use or sale.

10) **Technical Assistance or Advice.**

Any technical assistance or advice offered by Seller in regard to the use of any Products, including any ITAR or EAR Controlled Product, or Services provided in connection with Buyer's purchases is given free of charge and only as an accommodation to Buyer. Technical assistance to Buyers outside of the United States regarding ITAR or EAR Controlled Product is subject to licensing approval by the U.S. Department of State. Seller shall have no obligation to provide any technical assistance or advice to Buyer and despite providing any such assistance or advice Seller shall have no obligation whatsoever any further or additional assistance or advice. Seller shall not be held liable for the content of or Buyer's use of such assistance or advice nor shall any statement made by any of Seller's representatives in connection with the Products or Services constitute a representation or warranty, express or implied.

11) **Limitation Period.**

Subject to any of the limitations expressed Section 7, no cause of action or other claim by Buyer may be brought against at any time for any reason against Seller, Seller's affiliates, or any subcontractor of Seller more than twelve (12) months after the facts occurred upon which the cause of action or claim arose.

12) **Dispute Resolution.**

a) The parties agree that any and all disputes, claims, or controversies arising out of or related to the validity, interpretation or performance of the Contract shall be resolved pursuant to this Section 12 and that the validity, interpretation and performance of the Contract shall be governed by, and construed in accordance with, the internal law of the State of Connecticut (USA) without giving effect to conflict of laws principles. The parties agree that any action, demand, claim or counterclaim relating to or arising out of the Contract, or to any claimed breach, shall be maintained in a state or federal court located in the State of Connecticut (USA), and both parties expressly acknowledge that personal jurisdiction and venue shall lie exclusively and is properly in such courts. The parties further agree that any action, demand, claim or counterclaim relating to the validity, interpretation and performance of the Contract, or any other matter between the parties, shall be resolved by a judge, and the parties hereby waive and forever renounce the right to a trial before a jury. With respect to all disputes, the provisions of the United Nations Convention on Contracts for the International Sale of Goods 1980 (as amended, replaced or codified from time to time) shall not apply.

13) **Force Majeure**

Seller shall not be liable for its inability to secure sufficient quantities of materials used in the manufacture of any Product or the provision of any Service, or the failure to deliver any Products or Services, in each case, due to causes beyond Seller's reasonable control including, but not limited to, acts of God, natural or artificial disaster, riot, war, strike, delay by carrier, shortage of Product, acts or omissions of other parties, acts or omissions of civil or military authority, Government priorities, changes in law, material shortages, fire, strikes, floods, epidemics, quarantine restrictions, acts of terrorism, delays in transportation or inability to obtain labor, materials or Products through its regular sources, which shall be considered as an event of force majeure excusing Seller from performance and barring remedies for non-



performance. In an event of force majeure condition, the Seller's time for performance shall be extended for a period equal to the time lost as a consequence of the force majeure condition without subjecting Seller to any liability or penalty. In addition, Seller may, at its option, cancel the remaining performance, without any liability or penalty by giving notice of such cancellation to Buyer.

14) Non-Waiver

No course of dealing or failure of either party to strictly enforce any term, right or condition of the Contract shall be construed as a waiver of that term, right or condition nor shall Seller's acceptance of a purchase order be deemed as an acceptance of any terms and conditions therein.

15) Entire Agreement

The Contract (together with any agreements, policies or terms incorporated by reference) shall constitute the complete, final and exclusive statement of the terms of the agreement between the parties with respect to the subject matter of the Contract and the transactions between the parties and shall not be modified or rescinded, except by a writing signed by Seller and Buyer. The provisions of Contract supersede all prior oral and written quotations, communications, agreements, and understandings of the parties with respect to the subject matter of the Contract. Products furnished and Services rendered by Seller are done so only in accordance with these Terms and Conditions. If any provision of the Contract is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of the Contract, which shall remain in full force and effect.

16) General

As used herein, terms appearing in the singular shall include the plural and terms appearing in the plural shall include the singular. Neither the Contract, nor any rights, duties, agreements or obligations of Buyer under the Contract may be assigned or transferred by Buyer, by operation of law, merger or otherwise, without the prior written consent of Seller. Any attempted or purported assignment or transfer shall be void. Seller's obligations under the Contract may be performed by divisions, subsidiaries or affiliates of Seller. For resolution of doubt, Seller may assign or transfer the Contract and its rights, duties, agreements and obligations under the Contract without the consent of Buyer. The Contract, and the obligations, rights, terms and conditions of the parties hereunder shall be binding on the parties hereto and their respective successors and permitted assigns. The waiver of any provision hereof or of any breach or default hereunder shall not be deemed a waiver of any other provision hereof or breach or default hereunder. Any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof in that jurisdiction or affecting the validity or enforceability of such provision in any other jurisdiction.

17) Personal Data and Privacy

The use of any personal data collected or exchanged in connection with any orders for Products or Services shall be governed by Seller's Privacy Policy as updated from time to time, the terms of which are incorporated herein by reference as if fully set forth herein. A copy of Seller's Privacy Policy may be obtained from its Website at <http://www.ctspring.com/resources>.