

## PURCHASE ORDER TERMS AND CONDITIONS

**1. APPLICABILITY.** The purchase and sale of Goods and/or Services by Buyer from Seller pursuant to a PO (including any repaired or replacement Goods provided, or any Services re-performed, by Seller thereunder) are subject to the terms and conditions of a written agreement by and between Buyer and Seller under which Buyer submits a PO, or, in the absence of such written agreement, these Terms.

**2. DEFINITIONS.** "Affiliate" means, as to a particular person or entity, any person or entity controlling, controlled by or under common control with such person or entity. "Buyer" means ST Shared Services LLC or any of its Affiliates indicated on any PO. "Goods" means the raw materials, equipment, finished goods, parts, components, articles, or other items covered by a PO, including any work product and other deliverables, if any, delivered in connection with the performance of any Services. "PO" means the purchase order issued by Buyer to Seller to which these Terms are attached. "Services" means the services, work or other performance obligations covered by a PO. "Seller" means the individual or entity providing the Goods and/or Services covered by a PO. "Terms" means these PO Terms and Conditions, which may be amended, altered or otherwise modified by Buyer at any time, and from time to time, without notice to Seller.

### **3. ACCEPTANCE.**

3.1. The PO is an offer by Buyer to purchase the Goods and/or Services (as applicable) from Seller in accordance with and subject to the terms and conditions herein and therein. The PO is not binding on Buyer until it is accepted by Seller. Each PO is accepted by Seller upon receipt unless Seller delivers written notice to Buyer of Seller's objection within three (3) business days from the date Seller received the PO. No contract between Buyer and Seller will exist except as herein provided.

3.2. Seller's acceptance of the PO is expressly limited to these Terms. Any invoice, acknowledgement or other communication issued by Seller in connection with the PO will be construed to be for record and accounting purposes only, and any terms or conditions set forth in such communication will not apply to the PO. Any additional or different terms proposed by Seller are expressly rejected and will be deemed a material alteration hereof, unless expressly assented to in writing by Buyer. Furthermore, Buyer will not be bound by, any "disclaimers" or "click to approve" terms or conditions now or hereafter contained in any website used by Buyer in connection with the Goods and/or Services or the PO.

3.3. The PO, together with these Terms and any documents incorporated herein and therein by reference, constitutes the sole and entire agreement of Buyer and Seller with respect to the purchase and sale of the Goods and/or Services, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations, warranties and communications, both written and oral, with respect to the subject matter of the PO.

**4. DELIVERY.** Seller will deliver the Goods and/or perform the Services on the date(s) specified in the PO (the "Delivery Date") or the agreed to date in the order confirmation. If no Delivery Date is specified, Seller will deliver the Goods and/or Services within thirty (30) days of Seller's receipt of the PO (which date will be the Delivery Date). Delivery Dates are firm and TIME IS OF THE ESSENCE WITH RESPECT TO DELIVERY. Buyer has no obligation to accept deliveries that are not made on the Delivery Date. If Seller fails to meet the Delivery Date, Buyer may terminate the PO by providing written notice to Seller or procure replacement Goods and/or Services and Seller will be liable to Buyer for all costs incurred by Buyer as a result of such failure. All Goods will be delivered to, and all Services will be performed at, the address specified in the PO (the "Delivery Location") during Buyer's normal business hours or as otherwise instructed by Buyer.

**5. SHIPPING TERMS.** Delivery of the Goods covered by the PO will be made in accordance with the delivery and shipping terms specified in the PO. If no shipping terms are specified, all deliveries of Goods to and from U.S. locations will be made FOB (INCOTERMS 2020) Delivery Location. Seller shall not charge Buyer for any transportation or storage costs. When Goods are delivered to a carrier for transportation, Seller will give prompt written notice to Buyer and provide Buyer all documents necessary to release the Goods to Buyer. A "PO Number" indicated in the PO must appear on all applicable shipping documents, shipping labels, bills of lading, air waybills, invoices, correspondence and any other documents pertaining to the PO.

**6. TITLE; RISK OF LOSS.** Title to the Goods covered by the PO will transfer to Buyer upon delivery of the Goods to the Delivery Location. Delivery of the Goods is not complete until such Goods have actually been received and accepted by Buyer. Seller bears all risk of loss or damage to the Goods until delivery of the Goods to the Delivery Location and acceptance of the Good by Buyer.

**7. PACKAGING.** All Goods covered by the PO must be packed for shipment according to Buyer's instructions or, if there are no instructions, in a manner sufficient to ensure that the Goods are delivered in undamaged or unadulterated condition. Seller must provide Buyer prior written notice if it requires Buyer to return any packaging materials. Any return of such packaging materials will be made at Seller's sole cost and expense.

**8. QUANTITY.** The quantity of Goods set forth in the PO must be delivered in full and not be changed without Buyer's prior written consent. If Seller delivers more or less than the quantity of Goods ordered, Buyer may, in its sole discretion, accept or reject all or any portion of the Goods. Any rejected Goods will be returned to Seller at Seller's risk and sole cost and expense. If Buyer accepts the delivery of Goods at the increased or reduced quantity, the Price for the Goods shall be adjusted on a pro-rata basis. The PO is a non-exclusive agreement. Buyer is free to engage any third party to provide the same or similar goods or services to be provided under the PO. Buyer is not obligated to any minimum purchase or future purchase obligations under the PO.

**9. SPECIFICATIONS.** To the extent Buyer furnishes specifications, draws, samples or other descriptions for Goods and/or Services (collectively, "Specifications") to Seller, or Seller furnishes Specifications to Buyer, Buyer reserves the right at any time to make changes or modifications, in its sole discretion, to such Specifications for Goods and/or Services covered by the PO. Any difference in Price or time for performance resulting from such change or modification to the Specifications shall be equitably adjusted and approved by Buyer in writing. All Specifications furnished by Seller are subject to Buyer's prior written approval.

**10. BUYER'S MATERIALS; SELLER'S TOOLING.** All of Buyer's tooling, equipment, materials, goods and other property ("Buyer's Materials") necessary for Seller to provide the Goods and/or Services shall remain the sole and exclusive property of Buyer and shall (i) be held by Seller as bailee for hire for use only in fulfilling the requirements of the PO, (ii) be kept separate and clearly identified by Seller as the property of Buyer, and (iii) be fully insured by Seller. Seller waives and releases Buyer from any and all claims for injury or damage to Seller arising out of or in connection with the use of Buyer's Materials. Seller at its own expense shall furnish, keep in good condition, insure and replace when necessary all tooling, equipment, materials, goods and other property ("Seller's Tooling") necessary for Seller to fulfill the requirement of the PO. If Seller uses special tooling or other material relating principally to the PO, Buyer may, in its sole discretion, purchase from Seller, and take title to and possession of, such special tooling or material for its unamortized cost.

**11. CONFIDENTIALITY.** Seller shall maintain in strict confidence all Confidential Information provided to or learned by Seller during the course of performance of the PO and shall not use or copy any Confidential Information, or authorize or permit others to use any Confidential Information, for

any purposes other than to fulfill the requirements of the PO. The term "Confidential Information" means the PO, all business strategies, plans and procedures, business information, proprietary information, scientific information, product plans, sales information and plans, data, and trade secrets of Buyer, as well as any other information and materials that are deemed confidential or proprietary to or by Buyer (including, without limitation, all information and materials of Buyer's customers and their other consultants). Notwithstanding the foregoing, "Confidential Information" shall not include any information which (i) is or becomes known to the general public through no act or omission of Seller or any other person with an obligation of confidentiality to Buyer, or (ii) is required to be disclosed pursuant to applicable law (provided, however, that prior to any disclosure of Confidential Information as required by applicable law, Seller shall advise Buyer of such required disclosure promptly upon learning thereof and shall cooperate with Buyer in order to afford it a reasonable opportunity to contest or limit such disclosure). In accordance with Federal Acquisition Regulation (48 CFR) ("FAR") 52.203-19, *Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements*, or other applicable provision, the exceptions above expressly include a report of waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information.

### **12. PRICES; MOST FAVORED CUSTOMER.**

12.1. The price of the Goods and/or Services is the price stated in the PO (the "Price"). If no Price is specified in the PO, the Price will be the lesser of (i) the price set forth in Seller's published price list in force as of the date of the PO, or (ii) the price last quoted or billed by Seller at the prevailing market price. The Price is not subject to increase for the duration of the PO and no increase in Price shall be effective without Buyer's prior written consent.

12.2. Seller represents, warrants, certifies and covenants that it is selling Goods and/or Services at the lowest Prices and upon the most favorable terms (including, without limitation, volume, quality and/or payment terms) that it offers to any buyer for goods or services of the same or similar quality as provided under the PO. If Seller reduces its prices for such Goods or Services prior to accepting the PO or during the term of the PO, Seller agrees to reduce the Prices charged to Buyer accordingly. Seller warrants that the Price of Goods and/or Services is complete and inclusive of all charges including, without limitation, charges for shipping, packaging, labeling, custom duties, taxes, insurance, storage, boxing and crating. No additional charges will be added to the Price.

### **13. PAYMENT TERMS; SET-OFF.**

13.1. Seller shall not issue an invoice to Buyer prior to delivery of Goods and/or completion of Services and then only in accordance with these Terms. All invoices and payments hereunder will be denominated in US dollars. Buyer will pay all properly invoiced amounts due to Seller in accordance with the payment terms specified in the PO. If no payment terms are specified, Buyer will pay all properly invoiced amounts due to Seller within seventy five (75) days after Buyer's receipt of such invoice, except for any amounts disputed by Buyer in good faith. In the event of a payment dispute, Buyer will deliver a written statement to Seller listing all disputed items. The parties will seek to resolve all such disputes expeditiously and in good faith. Seller shall continue performing its obligations under the PO notwithstanding any such payment dispute.

13.2. Without prejudice to any other right or remedy it may have, Buyer reserves the right to set off or recover, at any time, any amount owing to it by Seller against any amount payable by Buyer to Seller.

### **14. INSPECTION; REJECTION.**

14.1. All Goods and Services are subject to Buyer's right of inspection and rejection on or after the Delivery Date. Buyer, in its sole discretion, may inspect all or a sample of the Goods and/or Services, and may reject all or any portion of the Goods and/or Services if it determines the Goods and/or Services are defective or otherwise do not conform to the descriptions or specifications delivered in connection with the PO or otherwise communicated to Seller in writing. If Buyer rejects any portion of the Goods and/or Services, Buyer has the right, in its sole discretion, effective upon written notice to Seller, to: (i) terminate all or any portion of the PO; (ii) accept the defective or non-conforming Goods and/or Services (as applicable) at a reduced Price; (iii) reject the defective or non-conforming Goods and/or Services and require the replacement or re-performance thereof; or (iv) reject the defective or non-conforming Goods and/or Services and require a refund of the Price thereof and any other related costs incurred by Buyer.

14.2. If Buyer requires replacement or re-performance of non-conforming Goods and/or Services, Seller will, at its sole cost and expense, promptly replace or re-perform the non-conforming Goods and/or Services and pay for all related costs and expenses, including, without limitation, transportation charges for the return of the non-conforming Goods and the delivery of replacement Goods. If Seller fails to timely deliver replacement Goods or re-perform Services, Buyer may replace the non-conforming Goods and/or Services with goods and/or services from a third party and charge Seller the cost thereof and terminate the PO for cause.

14.3. Any inspection or other action by Buyer will not reduce or otherwise affect Seller's obligations under the PO, and Buyer will have the right to conduct further inspections after Seller has carried out its remedial actions. Acceptance of Goods and/or Services by Buyer will not occur unless and until: (i) with respect to Goods installed by Seller, any acceptance tests or programs described in the PO or attachments thereto are completed to Buyer's satisfaction, as evidenced by an acceptance certificate signed by Buyer; (ii) with respect to Goods not installed by Seller, Buyer has not notified Seller, within thirty (30) days following receipt of the Goods by Buyer, that Goods are defective or otherwise do not conform to Buyer's specifications; or (iii) with respect to any Services performed by Seller, such Services are completed to Buyer's satisfaction.

**15. INSURANCE.** Seller shall maintain in full force and effect from the date of first sale of Goods and/or Services insurance coverages adequate to insure its risk under the PO including, without limitation: (i) Commercial General Liability insurance with a limit of \$1,000,000 for bodily injury and property damages; (ii) statutory Worker's Compensation insurance; (iii) if coming onto the Buyer's property statutory Automobile Liability insurance; and (vi) if performing professional services for Buyer, Professional Liability insurance with a limit of \$2,000,000 and a retroactive date of at least the first date Services are performed for Buyer or earlier. The Seller will provide certificates of insurance as and when requested by the Buyer. Insurance shall not satisfy, modify or limit Seller's obligations or liability.

### **16. GENERAL WARRANTIES.**

16.1. With respect to all Goods to be delivered under the PO, Seller warrants to Buyer that all Goods will: (i) be merchantable; (ii) be free from any defects, latent or patent, in workmanship, materials and design; (iii) be manufactured, packaged, labeled, handled, shipped and stored by Seller or its agents in a good and workman-like manner consistent with industry standards and in strict accordance with all applicable specifications, drawings, designs, samples and other requirements specified in the PO or by Buyer; (iv) be fit, safe and effective for their intended uses and purposes, and operate as intended; (v) be free and clear of all liens, security interests or other encumbrances; and (vi) not infringe or misappropriate any patents, trademarks or copyrights or any other intellectual property rights of any third party. With respect to all Services to be performed under the PO, Seller warrants to Buyer that: (i) Seller will perform the Services using personnel of required skill,

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experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and in accordance with any and all specifications provided by Buyer; (ii) Seller will devote adequate resources to meet its obligations under the PO; and (iii) Seller's performance of the Services will not infringe or misappropriate any patents, trademarks or copyrights or any other intellectual property rights of any third party.

16.2. Seller further warrants to Buyer that: (i) Seller's acceptance of, or performance under, the PO does not violate any other obligations of Seller to any third party; (ii) Seller has the full legal right to provide all Goods and/or Services, and there is no pending or threatened claim, litigation or proceeding against Seller with respect to any Goods and/or Services, or any component thereof, alleging infringement of any patent or copyright or violation of any trade secret or any other proprietary right of any third party; and (iii) Seller shall obtain and maintain all permits, licenses, and consents required in connection with its performance under the PO.

16.3. All warranties set forth in these Terms will remain in effect for a period of one (1) year from the date of acceptance of the Goods and/or Services (as applicable) by Buyer, and will not be deemed waived by reason of Buyer's receipt, inspection, acceptance of, or by payment for, the Goods and/or Services. The warranties expressed in these Terms are in addition to and construed as consistent and cumulative with each other and with all warranties provided, express or implied, by law or equity (collectively, the "Warranties"). It is the intent of Buyer and Seller that if any Warranties are held to be inconsistent, Buyer may, at any time, including in the course of a suit for breach, select which Warranty will be excluded from the PO.

16.4. All Warranties shall run to Buyer, its customers and subsequent owners of the Goods and/or Services to which they relate. There are no exclusions, limitations, or disclaimers of warranty other than those that may be expressly recited in these Terms.

16.5. Notice of breach of Warranty may be given orally or in writing; said notice need not include a clear statement of all objections that will be relied upon by Buyer as the basis for breach. All Warranties will be construed as conditions as well as promises. Any applicable statute of limitations shall run from the date of Buyer's discovery of the noncompliance of the Goods and/or Services with the foregoing Warranties.

### 17. COMPLIANCE WITH LAWS.

17.1. Seller certifies, represents, and warrants that it shall: (a) comply with all federal, state, and local laws and regulations applicable to its operations, including, without limitation, those dealing with employment opportunity and affirmative action, and the parties hereby incorporate by reference and shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), as applicable, which **prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex or national origin, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals without regard to race, color, religion, sex, national origin, protected veteran status, or disability**; (b) comply with all federal, state and local laws and regulations applicable to the manufacture, packaging, labeling, handling, shipping and storage of Goods, including, without limitation, current good manufacturing practices promulgated by the U.S. Food and Drug Administration; (c) comply with all federal, state, and local laws and regulations related to the pollution or protection of the environment or human health and safety, including, without limitation, 15 U.S.C. § 2601 (the U.S. Toxic Substances Control Act of 1976, as amended); (d) comply with all federal, state, local, and other applicable laws, regulations, conventions, or treaties prohibiting any form of child labor or other exploitation of children in the manufacturing and delivery of the Goods and/or Services; (e) comply with all import/export laws and restrictions and regulations of the U.S. Department of State, Department of Commerce or any other U.S. or foreign agency or authority; (f) comply with the U.S. Foreign Corrupt Practices Act and any applicable local anti-bribery and corruption laws; (g) comply with 29 U.S.C. § 651 (the Occupational Safety and Health Act of 1970) and any applicable requirements promulgated by the U.S. Occupational Safety and Health Administration; (h) certify that the Goods will at no time contain any "conflict minerals" as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act, or any other mineral or derivatives thereof determined by the U.S. Department of State to be financing conflict in the Democratic Republic of Congo; and (i) certify that neither it nor its principals were or are debarred, suspended, or proposed for debarment by the U.S. government in accordance with the provisions of 52.209-6. Seller represents and certifies, through its order confirmation or other correspondence prior to award, that it has complied with the filing requirements in 52.222-22, *Previous Contracts and Compliance Reports*, and will send Buyer an executed copy of such representation on at least an annual basis. From time to time, at Buyer's request, Seller shall provide certificates to Buyer relating to compliance with any applicable legal requirements. If Seller's status changes with respect to any of the provisions of this Section 17, Seller shall provide Buyer notice of any such change.

17.2. To the extent the Purchaser Order constitutes a subcontract under an agreement between Buyer and the U.S. Government, Seller certifies, represents and warrants that it is a commercial item subcontractor under FAR Part 12, and that it shall comply with the FAR clauses listed below in section 17.3, which are incorporated herein by reference (to the extent each is applicable to this PO, based on FAR 52.244-6). The following clauses are incorporated as they appear in the FAR, except that the term "contractor" generally shall mean "Seller," and "Government" shall mean "Buyer." In some instances, it will be clear from the context that certain additional modifications in the language of the clauses are necessary for the clauses to operate under this PO, and those additional modifications are to be inferred from the context. In all instances, it is the intent of the parties to flow down requirements to the Seller relating to the scope of the work under this PO as required in order for Buyer to comply with its obligations and duties under its prime contract with the U.S. Government. If the date or substance of any of the clauses listed below is different from the date or substance of the clause incorporated into the pertinent prime contract, the date or substance of the clause incorporated into the prime contract shall apply instead.

17.3. 52.203-13, *Contractor Code of Business Ethics and Conduct (OCT 2015)*; 52.203-15, *Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010)*; 52.203-19, *Prohibition on Requiring Certain Confidentiality Agreements or Statement (JAN 2017)*; 52.204-23, *Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018)*; 52.219-8, *Utilization of Small Business Concerns (OCT 2014)*; 52.222-21, *Prohibition of Segregated Facilities (APR 2015)*; 52.222-26, *Equal Opportunity (SEP 2016)*; 52.222-35, *Equal Opportunity for Veterans (JUL 2014)*; 52.222-36, *Equal Opportunity for Workers with Disabilities (JUL 2014)*; 52.222-37, *Employment Reports on Veterans (FEB 2016)*; 52.222-40, *Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)*; 52.222-50, *Combating Trafficking in Persons or Alternate I (MAR 2015)*; 52.222-55, *Minimum Wages under Executive Order 13658 (DEC 2015)*; 52.224-3, *Privacy Training or Alternate I (JAN 2017)*; 52.222-62, *Paid Sick Leave Under Executive Order 13706 (JAN 2017)*; 52.232-40, *Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)*; 52.247-64, *Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006)*; 252.247-7023,

*Transportation of Supplies by Sea (APR 2014)*; 52.223-99 *Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors (OCT 2021) (DEVIATION)*.

**18. INDEMNIFICATION.** Seller shall indemnify, defend and hold harmless Buyer, its affiliates, and their respective directors, officers, employees, customers and agents, from and against any and all third party claims, demands, causes of action, losses, damages, direct and indirect costs and expenses or other liability (including costs of product recall), including reasonable attorneys' fees, arising out of or resulting in any way from: (i) Seller's manufacture and/or supply of Goods to Buyer; (ii) Seller's performance of Services; (iii) any defect in or recall of the Goods; (iv) the negligence or willful misconduct of Seller, its agents or employees; (v) any claim for bodily injury or death, damage to property or any claim by an employee or subcontractor of Seller for wages and benefits; (vi) Seller's breach of any representation, warranty, covenant or other obligation hereunder; and (vii) the infringement of any third party patent, trademark, copyright or other proprietary rights with respect to (A) Services performed by Seller, and/or (B) Goods supplied by Seller (including, without limitation, with respect to Seller's manufacture and/or Buyer's use or possession thereof). Seller's obligation to indemnify will survive the expiration or termination of the PO by either party for any reason.

**19. LIMITATION OF LIABILITY.** BUYER SHALL NOT BE LIABLE TO SELLER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, WHETHER IN AN ACTION IN CONTRACT OR TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE AND STRICT LIABILITY) RESULTING FROM BUYER'S PERFORMANCE OR ANY FAILURE TO PERFORM HEREUNDER INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR BENEFITS, EVEN IF BUYER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**20. TERMINATION.** Buyer may, by written notice to Seller, terminate all or any portion of the PO: (i) for convenience; (ii) if Seller fails to complete or deliver any part thereof when required; or (iii) if Seller is in breach of any term of the PO or these Terms, including, without limitation, any of the Warranties set forth in Section 16. If Buyer terminates the PO for convenience, Buyer will pay Seller for the cost of materials and labor incurred (and not otherwise mitigated) on ordered Goods and/or Services prior to the date of termination, provided that Seller takes all steps reasonably necessary to mitigate such costs.

**21. FORCE MAJEURE.** Neither party will be liable to the other party for any delay or failure in performing its obligations under the PO (including failure to take delivery of the Goods) to the extent that such delay or failure is caused, without such party's fault or negligence, by a Force Majeure Event. For purposes of these Terms, a "Force Majeure Event" refers to the occurrence of unforeseeable and/or unavoidable circumstances beyond a party's control that, by their nature, make such party's performance commercially impractical, including, without limitation, acts of God or the public enemy, fire, flood, acts of war, government action, accident, earthquakes, explosion, epidemic, invasion, hostilities, terrorist acts, riots, strike, embargoes or industrial disturbances. A party's economic hardship or changes in market conditions are not considered Force Majeure Events. The party affected by a Force Majeure Event shall give prompt written notice to the other party of such cause, and shall take all reasonable steps necessary to relieve the effect of such causes as rapidly as possible. If a Force Majeure Event prevents Seller from carrying out its obligations under the PO for a continuous period of thirty (30) days or more, Buyer may terminate the PO immediately by giving written notice to Seller.

### 22. GENERAL.

22.1. Every right and remedy reserved by Buyer will be cumulative and additional to any other or further remedies provided in law or equity or in these Terms.

22.2. The parties' rights and obligations arising out of or in connection with the PO and these Terms shall be governed and construed according to the laws (both substantive and procedural) of the State of New Jersey without regard to principles of conflicts of law. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and the Convention on the Limitation Period for the International Sale of Goods shall not apply and are hereby expressly excluded.

22.3. The parties agree that the state and federal courts in and for the State of New Jersey shall be the courts of exclusive jurisdiction and venue for any action dispute, controversy or claim arising out of or relating to the PO.

22.4. Seller may not assign the PO or any right or obligation thereunder or hereunder without the prior written consent of Buyer. The PO and these Terms shall be binding upon and inure to the benefit of parties and their respective successors and permitted assigns. Any attempted assignment or transfer in violation of this Section will be void *ab initio*.

22.5. Nothing contained in the PO or in these Terms is intended or shall be construed to create or establish an agency, partnership, or joint venture relationship between Buyer and Seller. Neither Buyer nor Seller shall have any right or authority to assume or create, by action, in writing or otherwise, any obligation of any kind, express or implied, in the name of or on behalf of the other party.

22.6. All notices or other communications required or permitted to be given under the PO or these Terms shall be deemed to have been duly given when personally received by the intended recipient or (i) when delivered by nationally recognized overnight courier (with confirmation of receipt), (ii) when delivered by e-mail (with confirmation of receipt), or (iii) three (3) business days after having been mailed by first class registered or certified mail, return receipt requested, postage prepaid, addressed to the applicable party at the address indicated on the PO or such other address as any party may in the future specify in writing to the other party.

22.7. No change to these Terms is binding upon Buyer unless it is in writing, specifically states that it amends these Terms and is signed by an authorized representative of Buyer.

22.8. Except as otherwise set forth herein, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the PO will operate or be construed as a waiver thereof. Waiver by either party of any default of the other will not operate to excuse the defaulting party from further compliance with this contract, nor will any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

22.9. The only official version of the PO, and all communications related to the PO, shall be in the English language.