

# XFMRs®

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Rev A (7-21-23)

## TERMS & CONDITIONS

### **INTRODUCTION:**

The sale of all goods / products and services ("products") by seller ("XFMRs"), are subject to these terms and conditions ("agreement") regardless of other or additional terms or conditions that conflict or contradict this agreement in any purchase order, document, or other communication ("order"). These terms and conditions are incorporated into each and every quotation, purchase order, acknowledgement or other document issued by the seller. By purchasing products from the seller, the buyer indicates that it has read, understands, and agrees to be bound by these terms and conditions without modification. Preprinted terms and conditions on any buyer's ("customer") document (for example: purchase orders or confirmations) and/or the sellers' failure to object to conflicting or additional terms will not change or add to the terms of this agreement. The sale of all goods / products and services delivered by the seller worldwide shall be governed by the laws of the state of Indiana (USA).

### **PRICES:**

Sellers quoted prices apply for 30 days or as otherwise stated in its quote. Notwithstanding this thirty (30) day period, seller may increase prices if seller's costs increase or due to other circumstances beyond seller's reasonable control. Prices are for products only and do not include equipment, tools, dies, technical data, proprietary rights of any kind, patent rights, qualification tests, environmental tests, or other tests (except seller's standard tests) or packaging (other than seller's standard packaging), unless expressly agreed to in writing by seller. Prices are for a specified print and revision, or if not so stated, the applicable seller's part number and current revision shall govern. Any changes in specified customer print shall require requotation for price and delivery. Prices are for products / goods and services only and do not include storage, handling, taxes, impositions and any other charges, fees, shipping charges and duties imposed by any government authority or any other entity outside of seller. Buyer is responsible for any additional fees, tariffs, duty and taxes.

### **PAYMENT TERMS:**

Payment of the total invoice amount, without offset or deduction, is due 30 days from the invoice date, unless other terms of payment are in writing from the seller. On any past due invoice, interest shall accrue from the payment due date to the date of payment, at 1.5% per month (18% annually), plus reasonable attorney fees and collection costs, but not limited to these expenses. Seller may repossess the products and put the same into storage, at buyer's expense, or dispose of the products as seller deems practicable under the circumstances; and seller may exercise or pursue any other remedies it may have under this agreement or under applicable law or equity. The extension of credit and delivery of products shall be subject to the seller's approval. In the event the

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buyer defaults under its payment terms or seller in its reasonable discretion deems itself insecure for any reason, seller may, without notice, suspend deliveries of products, cancel all credit available to buyer or modify the terms of credit, require that any invoices outstanding be immediately due and payable in full, and refuse to make any further credit advances. Payment shall not be deemed to have been received by the seller unless and until the respective amounts have been finally credited to the seller. Buyer is prohibited from and shall not setoff against or recoup from or otherwise debit, chargeback, or net from any invoiced amounts due or to become due from buyer or its affiliates any amounts due or to become due from seller or its affiliates, whether arising under the contract or under any other agreement. The seller may change the terms of buyer's credit at any time and shall provide at least 10 days' notice of any such change. The seller may apply payments to any of buyer's accounts and may apply said payments to the oldest outstanding invoice, plus interest charges, if any.

**DELIVERY:**

Buyer is responsible for all shipping costs and any applicable surcharges from seller's Hong Kong warehouse dock unless otherwise stated. Title and risk of loss pass to buyer upon delivery of the products to the carrier. The seller's delivery dates are estimates only and seller is not liable for delays in delivery. Premium shipping expenses and/or other related expenses necessary to meet buyer's accelerated delivery schedules shall be the responsibility of buyer. The seller reserves the right to make partial shipments and buyer will accept delivery and pay for the products delivered. A delayed delivery of any part of an order does not entitle the buyer to cancel other deliveries. Deliveries of orders placed by buyer may be changed, deferred or canceled only upon specific agreement in writing by seller, and seller may condition such agreement upon buyer's assumption of liability and payment to seller for any or all of: (a) the cost of all completed work at the order price set forth in the quotation; (b) a sum equal to the costs of work in process (including but not limited to costs accrued for labor and material), (c) any raw material that was purchased for the sole purpose of completing the buyers order, (d) any amounts for which seller is, or for which seller determines in its sole discretion it may be, liable by reason of commitments made by seller to its suppliers and/or subcontractors, and (e) any other loss, cost or expense of seller as a result of such change, deferment or cancellation. The seller shall not have any obligation to maintain any excess inventory of products, regardless of whether such inventory is designated as a reserve, bank, safety stock, or otherwise.

**ACCEPTANCE:**

The quotation or other offer document issued by seller, together with these terms and conditions ("quotation") constitutes seller's offer to the purchaser identified in the quotation ("buyer") to sell the products identified in the quotation and otherwise to enter into the agreement the quotation describes. The quotation shall be the complete and exclusive statement of such offer and agreement ("contract"). The contract shall be formed when the buyer accepts the quotation. The buyer may accept the quotation by either (a) written acknowledgement or (b) by issuing a purchase order or other document for the purchase of the products ("purchase order") to seller. Acceptance is expressly limited to these terms and conditions and the terms and conditions expressly referenced on the face of the quotation. Any terms and conditions that purport to modify, supersede, supplement, or otherwise alter the quotation, whether contained in buyer's purchase order or otherwise, are not binding on seller and shall be deemed rejected and replaced by the quotation. Notwithstanding any contrary provision in buyer's purchase order or elsewhere, neither seller's failure to expressly object to buyer's terms and conditions, nor seller's delivery of products, commencement of performance, or any other conduct in furtherance of seller's supply of the products to buyer shall constitute acceptance of buyer's terms and conditions. Unless otherwise expressly stated in the quotation, the quotation is valid for a period of thirty (30) days after it is issued by the seller. Where a quotation is not issued as described above, the seller's order acknowledgement or other confirmation document, together with these terms and conditions, shall be the complete and exclusive statement of the contract described herein.

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Buyer must notify seller in writing of any damage, shortage, or other discrepancy to products within 5 days after delivery. After this period, buyer is deemed to have accepted the products and may not revoke acceptance. Buyer cannot return products without a return material authorization ("RMA") number. RMA requests will only be reviewed if the request is made within 30 days of delivery and acceptance of product. Returned products must be in the original manufacturer's shipping cartons or equivalent. Buyer must return all products, freight prepaid, as specified in the RMA and pay any restocking charges. At seller's discretion, seller will return all products not eligible for return to buyer, freight collect, or hold product for buyers account at buyers' expense.

**WARRANTY:**

Seller warrants for a period of one (1) year from the date of shipment, only to the original buyer, that each product delivered shall be free from defects in material or workmanship at time of shipment, and that each product delivered will meet the published specifications for that product or any specifications agreed by seller in writing. This warranty does not extend to any of the company's products which have been subject to misuse, adverse conditions, abuse, neglect, or accident, or which have been installed in the circuit or application, which has been altered or repaired outside of seller's factory, or which has not been used strictly in accordance with all manuals and instructions. Other than the warranties set forth above, seller makes no other warranties or representations of any kind, express, implied or statutory, as to the condition, description, fitness for a particular purpose, or merchantability of the products, or as to any other matter, and the warranties set forth above shall supersede any oral or written warranties or representations made or implied by seller or any of seller's employees or representatives or in any of seller's brochures, manuals, catalogs, literature or other materials. In all cases, customer's sole and exclusive remedy and seller's sole obligation for any breach of the warranties contained herein shall be limited to, at seller's option, credit for the defective product or the repair or replacement of the defective product, provided that said product is returned to the company according to the procedure described below, and provided that upon the company's examination, the product, when tested within the specified ratings and in accordance with good engineering practice, does not meet the warranty contained herein, as seller in its sole discretion shall determine. Seller and customer agree and understand that the price stated for the products and services herein described is in consideration for the limitation of seller's liability for a breach of the above-described express warranty and that such limitation represents a valid and reasonable allocation of commercial risk between the parties.

**WARRANTY REPLACEMENT AND ADJUSTMENT:**

All claims under warranty must be made in writing promptly after the occurrence of circumstances giving rise thereto and must be received within the applicable warranty period by seller or its authorized representative. Each claim must include the product type and serial numbers or date code and a full description of the circumstances giving rise to the claim. Before any products are returned for repair and/or adjustment, written authorization from seller or its authorized representative for the return and instructions as to how and where the products should be shipped must be obtained. Any product returned to seller for examination shall be sent prepaid via the means of transportation indicated as acceptable by seller. Seller reserves the right to reject any warranty claim not promptly reported and any warranty claim on any item that has been altered or has been shipped by non-acceptable means of transportation. When any product is returned for examination and inspection, or for any other reason, customer shall be responsible for all damage resulting from improper packing and handling and for loss in transit, notwithstanding any defect or nonconformity in the product. In all cases seller has sole responsibility for determining the cause and nature of failure, and seller's determination with regard thereto shall be final. If it is found that the seller's product has been returned without cause and is still serviceable, buyer will be notified and the product returned at buyers expense. In addition, a charge for testing and examination may, at the seller's sole discretion, be made on products so returned.

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If products do not meet manufacturer's specifications or if value-added work by seller does not meet buyer's specifications, seller has the option to (1) repair the products, (2) replace the products at no cost to buyer; or (3) refund buyer's purchase price. Buyer must return the alleged non-conforming products to seller, along with acceptable proof of purchase, within 30 days from date of delivery, freight charges prepaid.

**LIMITATION OF LIABILITY:**

Seller is not liable for, and buyer is not entitled to, any indirect, special, incidental or consequential damages; for example, loss of profits or revenue, loss of data, loss of use, rework, manufacturing expense, injury to reputation, or loss of customers and buyer will indemnify, defend and hold seller harmless from any claims based on; (i) seller's compliance with buyer's designs, specifications, or instructions, (ii) modification of any products by anyone other than seller, or (iii) use in combination with other products. Seller will fully indemnify and hold the buyer harmless against all actions, claims, demands, proceedings, costs, charges, and expenses (including legal fees on an indemnity basis) arising from or incurred by reason of seller infringement or alleged infringement of any patents, designs registered or unregistered, copyright, trademarked, trade name, or other intellectual property rights including any wrongful (willing or unwilling) use of confidential information. Buyer expressly acknowledges and agrees that seller is not design responsible for buyer's product and is not the manufacturer of buyer's products and that the following limitation of liability is a material inducement for seller to enter into the contract upon the terms and conditions agreed to (including but not limited to, product specifications and/or price). Therefore, in no event shall seller's liability arising out of or resulting from any contract, including, without limitation, for the delivery, sale, repair, replacement, installation or use of any seller's product, exceed the amounts actually paid by buyer for the products that are alleged to be defective or nonconforming or the cause of any loss or damage, whether founded in contract, warranty, tort (including but not limited to negligence), strict liability or otherwise. In no event shall seller be liable for any special, indirect, exemplary, incidental, punitive, or consequential damages (including, without limitation, damages for injuries to or death of persons, damages to property, loss of future business or reputation, loss of anticipated profits, loss of use, loss of revenue and cost of capital) arising out of or relating to any contract or any products. Any claim by buyer against seller arising out of or relating to any contract or any products cannot be filed, made, or maintained, and shall be deemed waived, unless filed within twelve (12) months after seller has shipped or provided the products in question. The limitations on seller's liability under this section shall apply notwithstanding any provisions of any manufacturer or other vendor warranty assigned to buyer under this Limitation of Liability.

**ORDERS:**

All orders are subject to acceptance by the seller. Seller reserves the right to allocate the sale of products among its buyers. All orders are considered non-cancelable and non-returnable ("NCNR") unless agreed to in writing by seller. The buyer may not cancel or reschedule orders for any products without seller consent, which consent shall not be unreasonably withheld. However, once orders are shipped, no cancellation shall be permitted.

**PATENTS / PROPERTY RIGHTS:**

Products, including software or other intellectual property, are subject to any applicable rights of third parties, such as patents, copyrights and/or user licenses. Seller shall have and retain all rights, title, and interest, including all intellectual property rights, in and to all products and associated materials, including, without limitation, all related reports, specifications, drawings, designs, computer programs and any other property, tangible or intangible, owned by seller in connection with or under the contract ("proprietary materials"). No proprietary materials created by seller in connection with or pursuant to the contract shall be considered "works made for hire" as that term is used in connection with the U.S. copyright act. Buyer shall not have any license to

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use any intellectual property rights of seller except to the extent expressly agreed to in a separate license agreement mutually agreed in writing between seller and buyer. The buyer may not in any way use seller's trademarks, logos or name on any products, publications, or advertisements without seller's prior written consent. Engineering, consulting, or development services provided by seller to buyer ("development services") that result in any idea, invention, concept, discovery, work of authorship, patent, copyright, trademark, trade secret, know-how or other intellectual property shall be the sole property of seller. Buyer shall defend and hold seller harmless against any expense, loss, costs, or damages resulting from any claim of infringement of patents, trademarks or other intellectual property rights arising out of compliance by seller with buyer's designs, specifications, or instructions and any or all of the matters. Any equipment (including jigs, dies, tools, molds, or fixtures, referred to in any order) which seller constructs or acquires for use in production of goods ordered hereunder, shall be and remain seller's property and in seller's sole possession and control. Any charges made by seller, therefore, shall be only for the use of such equipment and shall confer on buyer no rights of any kind with respect to such equipment.

**QUALITY:**

Quality assurance provisions applicable to the product(s) specified herein shall be in accordance with the seller's standard practices and procedures unless otherwise specified by mutual written agreement.

**INJUNCTIVE RELIEF:**

In the event that either party seeks injunctive relief, the arbitration process set forth in this contract shall not apply to any proceedings with respect to the injunctive relief sought, and either party may commence any proceeding for injunctive relief in any court of equity with jurisdiction over this case. The prevailing party in a proceeding for injunctive relief shall be entitled to its attorneys' fees and costs.

**NON-SOLICITATION:**

During the duration of this contract and for a period of one (1) year thereafter (the "post-termination non-solicitation period"), buyer shall not directly or indirectly, engage in solicitation activities. "Solicitation activities" is defined as directly or indirectly encouraging, soliciting, or inducing, or in any manner attempting to encourage, solicit, or induce, any person or entity (a "person") employed by, or providing goods and/or services to, any seller, to terminate such person's employment or provision of goods and/or services (or in the case of a person or entity providing goods and/or services to seller, materially reducing such goods and/or services) with the, or hiring any such person. The seller acknowledges and agrees that if it violates any of the provisions of this non-solicitation, the running of the post-termination non-solicitation period will be extended by the time during which it engages in such violation(s).

**SOCIAL RESPONSIBILITY:**

Anti-corruption. The buyer shall ensure that its working conditions are healthy and safe. The buyer shall pay its employees the legally required minimum wage in accordance with applicable laws and regulations. Buyer shall not engage in child labor. Seller shall dispose of hazardous or dangerous waste in an environmentally safe, responsible, and legal manner. The buyer shall always exercise best efforts to comply with all applicable laws.

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**GOVERNMENTAL CONTRACTS:**

Buyer shall provide written notice to seller of (i) whether the products will be used by buyer to satisfy any agreement between buyer or buyer's customer(s) with any governmental entity and (ii) whether buyer and/or seller are subject to any applicable laws or requirements by virtue of such sale of products (or products incorporating the products) by buyer, or its customers, to such governmental entity. In the event that the buyer fails to so notify seller prior to seller's agreement to sell such products to buyer, buyer shall indemnify and hold harmless seller from any costs attributable to complying with such applicable laws or requirements.

**INDEMNIFICATION:**

Products are not authorized for use in critical safety or other applications where a failure may 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, buyer acknowledges that such use or sale is at buyer's sole risk. Buyer will indemnify, defend and hold the seller and the product manufacturer, its parent, affiliates, successors and assigns, subcontractors and the shareholders, members, managers, officers, directors, employees and agents of each of the foregoing, harmless from and against any and all liabilities, all claims, actions, demands, settlements, suits, proceedings, judgments, costs, losses, damages and expenses (including without limit court costs and reasonable attorney's fees) and costs arising out of or in connection with such use or sale.

**SET OFF:**

Seller shall have the right at any time and without notice, to set off any liability or obligation of buyer to seller against any liability or obligation of seller to customer.

**RESCHEDULE POLICY:**

Any delivery due within 90 days, no push out allowed. Pull ins are sellers' best effort. Any delivery outside of 90 days may be pushed out a maximum of 90 days from original due date. One (1) push out allowed per order. Pull in outside of 90 days is sellers' best effort.

**DISPUTES:**

Without limitation to any termination right set forth in this Contract, in the event of any dispute arising out of this Contract, the parties shall engage in mediation in an effort to resolve the dispute. In the event that the parties do not agree to the resolution of the dispute following mediation, such dispute shall be resolved by binding arbitration. The arbitration shall be administered by a mutually agreed to arbitrator in Indiana, USA. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The prevailing party in any arbitration proceeding shall be entitled to its attorneys' fees and costs.

The laws of the State of Indiana will exclusively govern any dispute between seller and buyer without reference to Indiana's conflict of laws principles. The United Nations Convention for the International Sale of Goods shall not apply. The venue shall be in Morgan County, Indiana.

**FORCE MAJEURE:**

Seller is not liable for failure to fulfill its obligations for any accepted order or for delays in delivery due to causes beyond its reasonable control, (for example: acts of God, acts or omissions of the customer, man-made examples

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thereof include but not limited to acts of public authority; governmental acts or orders, riots or other public disturbances; strikes, lockouts, work stoppages or other labor or industrial disturbances of any kind; power failures; wars; blockages; quarantine restrictions; embargoes; insurrections; epidemics; fire; civil disturbances; explosions; partial or entire failure of production change in cost or availability of raw materials, components or services based on market conditions, supplier actions or contract disputes; or change in any laws. Or natural disasters, epidemic or medical crises, materials shortages, strikes, acts of terrorism, delays in transportation, or inability to obtain labor or materials through its regular sources). During any such delay or failure to perform by seller, seller's obligations under the contract shall be suspended and seller shall not have any obligation to provide buyer with products from other sources or to pay or reimburse buyer for any additional costs to buyer of obtaining substitute products. The seller may, during any period of shortage due to any of the above circumstances allocate its available supply of products among itself and its customers in any manner that seller deems fair and reasonable in its sole discretion.

**DESIGN:**

Seller is not responsible for the design of any buyers' products and will not have any warranty, indemnification or other liability or obligations for any actual or alleged defects, quality issues, intellectual property infringement or other nonconformities with respect to any products to the extent related to or arising out of the design and/or specifications for such products.

**RETURNS:**

No returned products will be accepted for any reason unless an authorized representative of the seller first issues valid return authorization for such products and such return is shipped in accordance with seller's instructions. Any returns received without a valid return authorization issued by the seller shall, at seller's option, be: (a) immediately returned to buyer at buyer's sole expense, or (b) ten (10) days after notification to buyer, disposed of at buyer's sole expense. The buyer shall be responsible for all damage to returned products resulting from improper packing or handling of the products.

**TERMINATION:**

Unless otherwise expressly stated in the quotation, either buyer or seller, shall have the right to terminate the contract at any time upon six (6) months' prior written notice to the other party. Neither buyer nor seller shall have any other right to terminate the contract, or any part thereof, except where the other party materially breaches any of its obligations under the contract and such breach is not cured within sixty (60) days after written notice of such breach to the breaching party by the non-breaching party or such time period as may be reasonable as long as cure of such breach is diligently pursued by the breaching party. Notwithstanding the foregoing, seller shall have the right to suspend or terminate this agreement immediately (i) in the event that buyer fails to pay any invoice within thirty (30) days of the due date or (ii) in the event that buyer's breach of this agreement causes seller to be in violation of any applicable law. Upon any such termination by either party, (a) seller shall be relieved of any further obligation to buyer (including, without limitation, any obligation with respect to production, delivery or transition of supply), (b) buyer shall be liable to seller for the immediate payment of amounts then billed to date by seller to buyer, (c) buyer shall purchase and pay seller immediately for all raw materials, components, work in process and finished goods acquired or produced by seller in connection with the contract, and (d) buyer shall immediately reimburse seller for all claims of seller and/or

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seller's subcontractors for unamortized investments involved in preparing to produce or provide or producing or providing products and for all other loss, cost or expense of seller and/or seller's subcontractors as a result of the termination of the contract.

**EXPORT/IMPORT:**

Certain products sold by seller and other related technology and documentation are subject to export control laws, regulations and orders of the United States and the export or import control laws and regulations of other countries. The buyer will not directly or indirectly export or divert any products and other related technology and documentation to any third party or country where such export or transmission is restricted or prohibited. The buyer agrees it is responsible to obtain any license to export, re-export, or import as may be required.

**PRODUCT INFORMATION:**

Product information, including information related to a product's specifications, export/import control classifications, uses or conformance with legal or other requirements, is obtained by seller from its factory, raw material suppliers, and/or other sources. The seller recommends buyers to validate any product information before using or acting on such information. All product information is subject to change without notice. The seller is not responsible for typographical or other errors or omissions in product information.

**WAIVER:**

Seller's failure to object to any document, communication, or act of buyer will not be deemed a waiver of any of these terms and conditions. Waiver by seller of any of the terms or conditions of the contract shall be effective only if in writing and signed by seller and shall not constitute a waiver of such terms as to any subsequent events or conditions.

**COMPLIANCE:**

Buyer and seller will comply with applicable laws and regulations. The buyer shall be solely responsible for compliance with any federal, state, or local or laws, rules, regulations and ordinances or any industry standards that may be applicable to the products.

**SURVIVAL:**

These terms and conditions shall survive and continue in full force and effect following the expiration, cancellation, or termination of any contract.

**DISCLAIMER:**

Statements or advice (technical or otherwise) if given without charge, are an accommodation to buyer and seller has no responsibility or liability for the content or use of such statements or advice. Unless otherwise expressly stated in the quotation, in no event shall any product or product component be used on any safety critical applications and buyer should, in all cases, consult its own experts regarding susceptibility for embrittlement.



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**SERVICE AND REPLACEMENT PARTS:**

Unless otherwise expressly stated in the quotation, seller shall not have any liability or obligation to fulfill buyer's and its customer's requirements for service and replacement parts except as specifically agreed in writing by seller, at the prices and for such term as are set forth in such writing.

**ASSIGNMENT:**

The buyer may not assign this agreement without the prior written consent of seller. The seller or its affiliates may fulfill the obligations under this agreement. This agreement is binding on successors and assigns.

**CONFIDENTIALITY:**

The buyer acknowledges and agrees that seller may provide to buyer certain technical, business or financial information of seller ("confidential information"). Buyer shall maintain confidential information in the same manner in which it protects its own confidential information of like kind, but in no event shall buyer take less than reasonable precautions to prevent the unauthorized disclosure, publication, dissemination or use of the confidential information. For the purpose of clarification and without in any way limiting the foregoing, the contract (including, but not limited to, any pricing terms) shall be considered confidential information.

Buyer may not, without the prior written consent of any authorized representative of seller, directly or indirectly disclose any confidential information to any third party or directly or indirectly use, exploit, copy or summarize any confidential information in any way except as necessary for the performance of its duties and obligations pursuant to this agreement. Notwithstanding the foregoing, buyer may disclose the confidential information to the extent required by a valid subpoena, court order or other valid legal process so long as buyer promptly advises seller of its receipt of such subpoena, court order or other legal process with sufficient time to obtain a protective order to prevent the disclosure.

"Confidential information" does not include information that (i) is now or subsequently becomes generally available to the public through no fault of buyer; (ii) is independently developed by buyer without the use of or reference to any confidential information; or (iii) buyer rightfully obtained from a third party who had the right to disclose the information.

Upon termination of the contract, buyer shall, at seller's sole option, either destroy or return the confidential information to seller and shall not use the confidential information for its own, or any third parties, benefit. Upon seller's request, an officer of buyer shall certify in writing under penalty of perjury that buyer has complied with the provisions of this certification request.

Buyer hereby acknowledges that, due to the unique nature of the confidential information, the unauthorized disclosure or use of such confidential information, will cause irreparable harm and significant injury for which monetary damages may be difficult to ascertain and will not be adequate. Accordingly, in such event, seller shall be entitled to seek immediate injunctive relief and to an order compelling specific performance, without a requirement to post bond, as well as the recovery of direct damages, which shall include reasonable attorneys' fees, but which shall not otherwise include indirect, special, or consequential damages.

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**MODIFICATIONS:**

This agreement can only be modified in writing signed by authorized representatives of both seller and buyer.

**GENERAL:**

The seller and buyer are independent contractors and agree that this agreement does not establish a joint venture or partnership. The unenforceability of any of these terms or conditions will not affect the remainder of the terms or conditions.

**NOTICES:**

Any notices which may be required to be given under the contract shall be in writing and may be made personally or sent by first class mail, certified mail or by a nationally recognized overnight courier. Notices shall be deemed to be received (a) in the case of personal delivery, when such personal delivery is made; (b) in the case of delivery by first class mail or certified mail, on the earlier of three (3) business days after the post-mark date or upon receipt; and (c) in the case of delivery by nationally recognized overnight courier, upon notice of delivery by such courier. Notices to the buyer shall be sent to the address set forth for buyer on the quotation.

**ENTIRE AGREEMENT:**

These terms and conditions and any other terms and conditions, attachments, exhibits or supplements expressly referenced on the face of the quotation, constitute the entire agreement and contract between seller and buyer with respect to the matters contained herein and therein and supersede all prior oral or written representations and agreements. Except as otherwise provided in these terms and conditions, the contract may only be modified by a written agreement signed by the seller.

**GOVERNING LAW; JURISDICTION:**

Each contract and any other documentation between seller and buyer for the products shall be governed by the internal laws of the state of Indiana without regard to any applicable conflict of law's provisions. The United Nations convention on the international sale of goods is expressly excluded. Buyer consents to the exclusive jurisdiction of the courts of the state of Indiana, county of Morgan and the United States district court for the district of Indiana for any action or proceeding arising out of, or in connection with, each contract and any other documentation between seller and buyer for the products. The buyer specifically waives any and all objections to venue in such courts.