

LYDECH'S TERMS AND CONDITIONS OF PURCHASE

1. **DEFINITIONS:** a) "Buyer", "us" or "our" means the Lydech Thermal Acoustical, Inc. ("Lydech") company buying your products or services. Seller's sole recourse under the Order shall be against such entity and no other Buyer affiliated entities; b) "Seller", "you" or "your" means the party selling products or services to Buyer; c) "Terms" means Lydech's Terms and Conditions of Purchase; d) "Party" means Buyer or Seller, and "Parties" means Buyer and Seller; e) "Order" means the written documentation that Buyer issues to you when buying your products or services.
2. **PURCHASE OF GOODS OR SERVICES:** (a) When you sell products or services to Buyer ("Goods"), you are agreeing to these Terms; (b) Nothing you send us will change these Terms (e.g., proposals, quotations, order acknowledgements, invoices, or bills of landing with additional or different terms and conditions.); (c) Seller's (i) full or partial performance, (ii) Order acknowledgement or (iii) acceptance of payment is acceptance of these Terms; (iv) Any terms and conditions proposed in Seller's quotation, acceptance, acknowledgment, invoice or other form that add to, vary from, or conflict with the Terms are hereby rejected. If the Order follows a prior offer by Seller, the Order shall not constitute an acceptance of Seller's offer and any acceptance of Seller's offer is limited to the express terms in the Order or in these Terms. In the event of an inconsistency or conflict between these Terms and an agreed upon Order, the agreed upon Order shall prevail. Buyer may update the Terms at any time and from time to time. Updated Terms shall apply to all Orders after the effective date of the updates. Where a web link is incorporated by reference into these Terms, the most recently updated version shall apply.
3. **SUPPLEMENTARY INFORMATION:** Any specifications, drawings, notes, instructions, engineering notices, or technical data referred to in the Order shall be deemed to be incorporated herein by reference as if fully set forth herein. In case of any discrepancies or questions, the Seller shall refer to Buyer for decision or instructions or for interpretation.
4. **QUANTITY; FORECAST:** Quantities purchased by Buyer shall be as stated in the Order, with no minimum purchase obligations. Any estimates or forecasts of production volumes or program duration are subject to change by Buyer from time to time, with or without notice to Seller, and shall not be binding on Buyer. Unless otherwise expressly stated in the Order, Buyer makes no guaranty or commitment of any kind to Seller regarding Buyer's requirements for Goods.
5. **CHANGES:** (a) *by Buyer:* Buyer may withdraw any Order prior to its acceptance and reserves the right to make changes to any aspect of any Order, including temporary **suspension** of shipments/performance. If any such change causes an increase or decrease in the cost of, or time required for, performance of our Order, an equitable adjustment shall be made in the contract price or delivery/performance schedule, or both. Any claim by Seller for adjustment under this clause shall be deemed waived unless asserted by Seller in writing and received by us within fifteen (15) business days after Seller's receipt of the written Order or notice from us affecting the change. Price increases or extensions of time for delivery/performance shall not be binding on us unless evidenced by an Order change notice issued by us. (b) *by Seller:* We may incorporate your product into our products that are sold for use in applications where customers require no changes to specifications. You must therefore provide us with a written notification of any proposed change to your product's formulation or specifications or the place of manufacture or shipment at least ninety (90) days prior to any such change. Immediate notification to Buyer is required should any problem with meeting specifications develop.
6. **DELIVERY; PACKING, DRAYAGE AND CONTAINERS; EXPEDITED DELIVERY:** Time is of the essence in making deliveries as our production schedules rely on Seller's commitment to deliver by the date on the Order. Unless otherwise stated in the Order or agreed in writing, all Goods shall be delivered in accordance with Incoterms® 2010 DDP to Buyer's facility. If Buyer pays for transportation, Seller shall comply with our routing instructions, including choice of designated logistics carrier or be liable for losses resulting from deviation. Seller is responsible for the cost of boxing, crating and packing to assure against damage and shall be liable for damage to Goods caused by improper boxing, crating or packing. Seller shall prepare, at its expense, labels as specified by Buyer with order numbers. Seller shall pay all additional freight costs if Seller needs to use an expedited shipping method to meet agreed delivery dates due to its own acts or omissions. Seller will promptly notify Buyer in writing of any and all events which could affect the ability of Seller to make deliveries or provide services as specified. If deliveries or services are not made or provided at the time agreed upon, we reserve the right to cancel the Order. In such event, we may purchase elsewhere and hold Seller liable for damages. Delivery of any Goods prior to the delivery schedule or delivery of Goods in excess of the specified quantity, without our prior written approval, shall be solely at Seller's risk and we will have no obligation to pay for the Goods until the date specified for delivery in the case of early delivery.
7. **TITLE AND RISK OF LOSS:** Title and risk of loss shall pass to Buyer upon receipt of Goods by Buyer per the delivery terms in the Order. Transfer of title to Buyer shall not constitute acceptance.
8. **INSPECTION AND REJECTION OF GOODS:** Buyer has the right to inspect all or a sample of Goods on or after the delivery date. Buyer may reject all or any portion of the Goods if it determines any Goods are nonconforming or defective. If Buyer rejects any portion of the Goods, Buyer has the right, effective upon written notice to Seller, in addition to any other rights and remedies it may have by law, contract or at equity, at its option and sole discretion and at Seller's sole risk and expense, to: (a) terminate or rescind the Terms and/or any Order in whole or in part without liability; (b) accept the Goods at a reasonably reduced price; (c) reject and return the Goods; or (d) require immediate repair or replacement of the rejected Goods. If Buyer requires replacement of the Goods, Seller will, at its expense and risk, promptly replace the nonconforming or defective Goods and pay for all related expenses, including transportation charges for the return of the defective Goods and the delivery of replacement Goods, unpacking, repacking and sorting. For any repairs or replacements, Seller, at its sole cost and expense, will perform any tests requested by Buyer to verify conformance to the applicable Order. If Seller fails to timely deliver replacement Goods, Buyer may replace them with goods or services from a third party and charge Seller the cost thereof and terminate the Order. Any inspection or other action by Buyer under this Section will not reduce or otherwise affect Seller's obligations under these Terms, and Buyer will have the right to conduct further inspections after Seller has carried out its remedial actions. In the event Buyer receives goods whose defect or nonconformity is not apparent on examination, Buyer reserves the right to require replacement as well as payment of damages.

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9. **RECALL:** If any governmental authority seizes or orders recall of any Goods or if Seller deems it necessary to recall any Goods for any reason, Seller will reimburse Buyer for all direct and consequential damages incurred by Buyer and its affiliates in connection with such seizure or recall and, at Buyer's option, either: (a) replace, at no cost to Buyer, the seized or recalled Goods with an equal quantity of complying Goods; or (b) refund the purchase price paid by Buyer for such Goods.
10. **PAYMENT:** If no payment date is specified, Buyer shall pay invoices on the first batch processing date after sixty (60) days from Buyer's receipt of a correct invoice and complete delivery of the Goods, not to exceed ninety (90) days from Buyer's receipt of a correct invoice (unless required to be paid sooner by law). Payment for the Goods provided hereunder shall not constitute acceptance. Delays in receiving invoices, errors or omissions on invoices, or lack of supporting documentation required by the terms of Buyer's Order shall be cause for withholding payment without losing discount privileges. Buyer may deduct from Seller's invoice any charges which result from Seller's failure to provide required documentation.
11. **RIGHT OF SETOFF:** All claims for moneys due or to become due from Buyer shall be subject to deduction for any setoff or counterclaim arising out of this or any other order or contract between Seller and Buyer, its subsidiaries, or affiliates, whether such setoff or counterclaim arose before or after any permitted assignment or delegation by Seller.
12. **PRICES:** Unless otherwise specified, the prices set forth in the Order include all applicable taxes (including VAT as applicable), tariffs, storage, handling, packaging, shipping and all other expenses and charges. Buyer will provide a valid exemption certificate or other evidence of exemption where applicable. If a price is specified in the Order, no increase in price may be charged by Seller to Buyer without the prior written consent of Buyer. If no price is specified in the Order, the Goods shall be billed at the price last quoted to Buyer or the prevailing market price, whichever is lower. In the event that the prices in effect at the date of acceptance of the Order on items specified in the Order are reduced prior to the date of the final delivery or completion of performance, or in the event that Seller shall quote lower prices to other purchasers for the same or comparable Goods and in similar or lesser quantities before the final delivery or completion of the Order, Seller agrees to reduce the prices on the whole of this contract to the lower price, including credits for overpayments already made by Buyer. If discounts are offered by Seller for payment of the contract price within a specified time period, such period shall not begin to run until the latter of (i) the receipt by Buyer of Seller's invoice or (ii) delivery and/or performance of the Goods requested; provided, however, such period shall not begin to run with respect to Goods delivered early until the date specified for delivery.
13. **ASSURANCE OF PERFORMANCE:** If Buyer has reasonable grounds for insecurity as to Seller's continued performance, Buyer may demand adequate assurance of performance from Seller. Failure to provide such assurance within a reasonable period will be deemed a breach of these Terms.
14. **AUDIT:** Our representative and/or our customer's may enter, inspect and/or audit, on reasonable notice and subject to your site's safety rules, Seller's plant, books and records related to the Goods (excluding financial books and records) and test Goods to verify Seller's compliance with these Terms. Seller will facilitate audit of its supplier's facilities as needed.
15. **WARRANTIES:** Seller represents and warrants that all Goods delivered (a) shall be free from defects in workmanship, material and manufacture (including latent defects) for a period of the longer of its standard warranty or one (1) year from the date of delivery; (b) if of Seller's design, shall be free from defects in design; (c) shall comply with the requirements of the Order, drawings, samples or specifications, all of which are incorporated herein; (d) shall be new and of merchantable quality and shall be fit for the purposes intended, whether express or implied; and (e) shall be free of liens, claims and encumbrances. Seller further warrants that any work shall be performed in a professional manner and consistent with highest industry standards. The foregoing warranties shall survive any delivery, inspection, acceptance or payment by Buyer and shall run to Buyer's, successors, assigns, customers and any third parties injured in person or property by reason of any breach.
16. **INDEMNIFICATION:** Seller shall defend, indemnify and hold harmless Buyer, its affiliates and their respective successors, assigns, agents, employees, customers and users of Goods or goods incorporating the Goods from and against any and all losses, liabilities, damages (including incidental and consequential damages), claims, suits, actions, proceedings, subrogations, costs and expenses (including court costs, attorneys' fees and increased Workers' Compensation premiums), in connection with the Agreement, including: (a) death, injury or damages to any person (including Seller's employees) or property; (b) recall campaigns which in Buyer's reasonable judgment are required or which are required by any governmental authority or customer; (c) counterfeit parts, including parts that have been copied or substituted without legal right or authority; (d) Seller's use of Buyer's machinery or equipment, for which Seller assumes sole responsibility; (e) actual or alleged infringement, direct or contributory, of any patent, trademark, copyright or industrial design covering any articles purchased hereunder or their use; (f) subcontractor performance; (g) violation of law; (h) improper, unsafe or defective materials, workmanship or design of Goods; (i) breach of any provision of these Terms or (j) any accident, act or omission by your employee or agent while on our site. On receipt of notification, Seller shall assume responsibility for the defense of any claims, suits, actions, or proceedings for which Seller shall indemnify Buyer. Buyer has the right to be represented and participate through its own counsel in the defense and resolution of any indemnification matters. The indemnification obligations of Seller are independent of warranty obligations of Seller. Seller may not settle or otherwise dispose of any such indemnified claims, suits, actions or proceedings without the prior written approval of Buyer.
17. **INSURANCE:** Seller shall maintain appropriate insurance coverage, in accordance with best industry practices and as required by law, with a reputable insurance company against all relevant losses, liabilities and indemnities that may arise in connection with the Order and Seller's operations. Buyer may specify additional insurance coverage requirements applicable to the Order. Any such insurance coverage shall not limit Seller's liability under the Order. On Buyer's request, Seller shall provide Buyer with a copy of the insurance certificate evidencing coverage.

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18. **BUYER'S PROPERTY:** Buyer owns all materials made available to Seller by Buyer as well as all replacements of those materials ("Buyer Property"). Seller shall clearly mark Buyer Property and safely store it separate and apart from Seller's property in good condition, bear the risk of loss and ship it at Seller's expense to Buyer in as good condition as originally received by Seller, reasonable wear and tear excepted. Seller may not use any Buyer Property except for performance of work under the Order or as authorized in writing by Buyer. At any time Buyer may inspect and remove Buyer Property and Seller grants Buyer an immediate right of access at any time to enter Seller's premises to inspect and remove Buyer Property without any liability to Seller. Buyer disclaims all warranties, express or implied, with respect to Buyer Property.
19. **SPECIAL TOOLING.** The term "Special Tooling" includes all special equipment, manufacturing aids, and drawings acquired, manufactured, or used in the performance of the Order, that are of a specialized nature. Seller shall only use Special Tooling for performance under the Order. Seller shall keep Special Tooling in good condition and fully covered by insurance. Upon termination or expiration of the Order, Seller shall immediately transfer title and possession of Special Tooling to Buyer for an amount equal to the unamortized cost of Special Tooling, or dispose of it as Buyer may direct.
20. **INTELLECTUAL PROPERTY:** "Intellectual Property" means any copyright, patent, service mark, trademark, trade secret, or other proprietary right. In connection with an Order, Buyer may provide to Seller (or Seller's designee) Intellectual Property of Buyer or its affiliates. Buyer (or its affiliate, as applicable) shall retain at all times all right, title and interest in and to such Intellectual Property. Seller may only use any such Intellectual Property solely as necessary for purposes of Seller's performing its obligations pursuant to an Order. Seller shall retain all right, title and interest in any Intellectual Property of Seller that exists prior to Seller's performing its obligations under an Order. Seller grants to Buyer and its affiliates a worldwide, nonexclusive, royalty free, sublicensable, irrevocable and perpetual license to copy, create derivative works of, distribute, use, sell, repair, reconstruct and otherwise exploit all Intellectual Property of Seller as appropriate to enable Buyer and its affiliates to receive the benefit of each Order. Seller hereby assigns to Buyer all right, title, and interest in and to all Intellectual Property in Goods, designs or drawings created for Buyer pursuant to each Order. Seller shall promptly disclose all Intellectual Property owned by Buyer pursuant to this Section (including all inventions), and upon the request of Buyer, shall execute any agreement, instrument or other writing, and take each other action, appropriate or necessary to perfect Buyer's ownership therein.
21. **CODE OF ETHICS:** Seller shall have in place and comply with a policy statement or code of conduct regarding business ethics ("Code"). This Code will be suitable for Seller's business and at a minimum will require compliance with all applicable laws and regulations. The Code shall assure a safe and healthy work environment, prohibit the use of human trafficking or child or forced labor, prohibit engagement in corrupt practices (e.g., facilitating, soliciting, offering or paying any bribe), respect the legitimate proprietary rights and intellectual property rights of Buyer and others, and prohibit discrimination. This provision creates no additional duties for Buyer with respect to Seller and confers no rights on third parties. If Seller does not have such a policy or code, Seller agrees to comply with Buyer's Supplier Code of Conduct, which can be found on www.lydech.com under Other Documents section.
22. **ENVIRONMENT, HEALTH AND SAFETY:** Seller acknowledges and accepts full and sole responsibility to maintain an environment, health and safety management system ("EMS") appropriate for its business. Buyer expects that Seller's EMS will promote health and safety, environmental stewardship, sustainability and pollution prevention. When at any Buyer location, Seller will comply with site specific health and safety rules, as provided by Buyer or be banned from completing services and be liable for all costs of work stoppage.
23. **COMPLIANCE WITH STATUTES AND REGULATIONS:** Seller warrants and certifies that, in the performance of the Order, it will comply with all applicable laws and standards in effect from time to time in each applicable jurisdiction, including: (a) all import and export laws, anti-bribery statutes, including the U.S. Foreign Corrupt Practices Act; and (b) all Equal Employment Opportunity statutes and orders of the U.S. and of any state or political subdivision of any state or country. Unless otherwise stated in an Order, Seller is responsible for all costs associated with import and export compliance, including obtaining and paying for licenses or authorizations, certificates of origin and proper documentation for any import, export or preferential duty claim. Any credits or refunds including tax, export or trade credits belong to Buyer. Further, Buyer may be acting as a Federal government contractor and subject to the requirements of the Office of Federal Contract Compliance Programs. As part of Buyer's compliance with federal Equal Employment Opportunity and Affirmative Action regulations, we are required to inform you of our policy and request your cooperation. Buyer reaffirms its belief and commitment in equal employment opportunity for all employees and applicants for employment in all terms and conditions of employment. In addition, Seller shall not offer gifts of any nature, including holiday gifts or entertainment, above a nominal value to any employee of Buyer or to any party in performance of the Order. Seller and its affiliates shall at all times keep complete and accurate books and records, and all records and information that Seller provides to Buyer pertaining to the Terms shall be complete and accurate.
24. **NO CONFLICT MATERIALS:** Seller recognizes, consistent with the public policy underlying enactment of the Conflict Minerals provision (Section 1502) of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act"), the significant risks associated with sourcing Cassiterite (and its derivative tin), Columbite-tantalite (or 'coltan' and its derivative tantalum), Wolframite (and its derivative tungsten) and Gold (collectively, the "Conflict Minerals") from the Democratic Republic of the Congo and adjoining countries. Seller also recognizes that the goods supplied in accordance with the Order are not required to contain any Conflict Mineral for purposes of functionality or production. Accordingly, Seller represents and warrants that the goods supplied in accordance with the Order and any substances contained therein do not contain any Conflict Minerals. Seller shall take all measures as are necessary to comply with the Act and its implementing regulations, as they may be amended over time. Seller shall

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bear all costs, charges and expenses related to compliance with the conflict minerals regulations. Seller also agrees to provide a CFSI Conflict Minerals Reporting Template form upon request of Buyer.

25. **TOXIC, HAZARDOUS OR CARCINOGENIC SUBSTANCES; REACH; RoHS:** Seller represents and warrants that (a) the Goods supplied in accordance with the Order and any substances contained therein are not prohibited or restricted by, and are supplied in compliance with, any laws or regulations of any country or jurisdiction in the world, including the United States, the European Union ("EU"), and nations adopting legislation similar to that of the EU; (b) nothing prevents the sale or transport of the goods or substances contained therein in any country or jurisdiction in the world; (c) all such Goods and substances are appropriately labeled, if labeling is required, and have been pre-registered and/or registered and/or authorized under the EU Registration, Evaluation, Authorization and Restriction of Chemicals regulation ("REACH") if pre-registration, registration and/or authorization is required; and (d) in accordance with the restrictions set forth in the Recycling of Hazardous Substance ("RoHS") directives, the Goods and any substances contained therein do not include hazardous substances banned under RoHS. In addition to complying with REACH and RoHS, Seller shall timely provide Buyer with all relevant information on the Goods necessary for the Buyer and/or any downstream user (as defined in Article 3(13) of REACH) to timely and accurately fulfill their obligations under REACH and RoHS. Seller shall take all other measures as are necessary to comply with REACH and RoHS and their respective implementing regulations, as they may be amended over time. Seller shall bear all costs, charges and expenses related to REACH and RoHS, including the pre-registration, registration, evaluation and authorization of the chemical substances that are the subject of the Order.
26. **FORCE MAJEURE:** Neither Party will be liable to the other for any delay or failure in performing its obligations under the Terms to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that Party, without such Party's fault or negligence, and which by its nature could not have been foreseen by such Party or, if it could have been foreseen, was unavoidable, including acts of God or the public enemy, government restrictions, floods, fire, earthquakes, explosion, pandemics (including Covid-19 effects), epidemic, war, invasion, hostilities, terrorist acts, riots, strike or embargoes (collectively, "Force Majeure"). The following shall not constitute a Force Majeure event for Seller: (a) Seller's ability to sell Goods at a more advantageous price, (b) increases in Seller's production costs, (c) interruptions in Seller's supplies, including if a supplier fails to supply Seller, (d) labor disputes or strikes at Seller's facilities; (e) Seller's economic hardship or (f) changes in market conditions. The Party affected by a Force Majeure event shall promptly provide written notice to the other Party, explaining in detail the full circumstances and expected duration of the event. Each Party will use all diligent efforts to end the failure or delay of its performance, ensure that the effects of any Force Majeure Event are minimized and resume performance under the Order. If Seller's delivery is delayed by a Force Majeure event, Buyer may cancel any or all affected Orders, in whole or in part. If a Force Majeure Event prevents Seller from carrying out its obligations under the Order for a continuous period of more than thirty (30) business days, Buyer may terminate any or all Orders, in whole or in part.
27. **TERMINATION:** Buyer may, at any time, terminate the Order in whole or in part by written notice. If the Order is terminated for Buyer's convenience, and Seller is in full compliance with the conditions of the Order, any claim by Seller shall be settled on the basis of reasonable actual costs it has incurred in the performance hereof prior to the receipt of the termination notice. Any claim for termination costs shall be deemed waived, unless asserted in writing within thirty (30) days after Seller's receipt of the termination notice. If the Order is terminated by Buyer for Cause, then Seller shall not be entitled to any costs, and Buyer shall be entitled to claim against Seller all remedies provided at law or equity. "Cause" shall mean Seller (i) has breached these Terms or any condition of an Order, whether said breach affects the entire Order or one or more installments, (ii) is insolvent by any test, (iii) is the subject of any proceeding voluntary or involuntary, in bankruptcy, or (iv) appoints or suffers the appointment of a trustee, receiver or assignee for the benefit of creditors. In the event of termination or expiration of any Order, Seller shall protect and preserve all property in its possession or under its control in which Buyer has an interest. Additionally, Seller shall reasonably cooperate in the transition of supply, including providing information and documentation regarding manufacturing process for Goods, including on-site inspections, bill-of-material data, tooling and process detail and samples of Goods and components. IN NO EVENT WILL BUYER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS OR BUSINESS), WHETHER BASED ON BREACH OF CONTRACT, TORT, PRODUCT LIABILITY OR OTHERWISE, ARISING OUT OF OR RELATED TO THESE TERMS OR ANY ORDER, AND WHETHER OR NOT BUYER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL BUYER'S AGGREGATE LIABILITY UNDER THESE TERMS EXCEED THE PRICE ALLOCABLE TO THE GOODS (OR PART THEREOF) WHICH GAVE RISE TO THE CLAIM.
28. **CONFIDENTIALITY:** Any confidential, proprietary or non-public information, including drawings, descriptions, specifications and any other Intellectual Property made available to Seller or created for or by Buyer or its affiliates related to these Terms or an Order ("Confidential Information") is the property of Buyer. Seller and its representatives shall protect Buyer's Confidential Information, and shall not disclose, copy, reproduce, reverse engineer or transfer Confidential Information to any third parties or use Confidential Information for purposes other than fulfilling its obligations under each Order.
29. **BUYER STANDARDS; INDUSTRY STANDARDS:** Seller, and its suppliers, if applicable, shall comply with:
- Automotive suppliers: IATF 16949:2016 Information for external providers. Seller shall require compliance with all requirements of applicable law and special product and process characteristics by its suppliers and shall require its suppliers to cascade all applicable requirements down the supply chain to the point of manufacture.
 - Automotive suppliers: IATF 16949:2016 Section 8.4.3.2 Supplier Quality Management System Development.
 - Applicable standards and inspection systems including ISO 9001:2015, or IATF 16949:2016 quality certification and ISO 14001 environmental certification preferred.

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- (d) Industry Production Part Approval Processes (PPAP) as specified by Buyer. Seller shall provide all relevant PPAP information on Buyer's request.

Prior to release of externally provided processes, products or services into its production flow, Seller shall confirm and provide evidence to Buyer that externally provided processes, products and services conform to the latest applicable statutory, regulatory, and other requirements in the countries where they are manufactured and in any customer-identified countries of destination.

30. **ADDITIONAL TERMS AND CONDITIONS:**

- (a) **Cumulative Rights and Remedies:** The rights and remedies available to Buyer are cumulative and in addition to all other legal or equitable remedies. Monetary damages may not be a sufficient remedy for any actual, anticipatory or threatened breach by Seller of any Order or the Terms and, in addition to all other rights and remedies that Buyer may have (including monetary damages), Buyer shall be entitled to specific performance and injunctive and other equitable relief as a remedy.
- (b) **Sole Agreement:** These Terms and the Order constitute the entire agreement between the Parties and supersede and cancel any previous or contemporaneous understanding or agreement, written or implied, between the Parties relating to the Goods covered, and may not be changed except in writing signed by authorized representatives of both Parties. If any term is found to be invalid or unenforceable under any law or regulation, that term will be deemed reformed or deleted, as the case may be, to the extent necessary to comply with the law or regulation, and the remaining provisions will remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. The Parties also intend that this complete, exclusive and fully integrated statement of their agreement may not be supplemented, explained or interpreted by any evidence of trade usage or course of dealing. Seller acknowledges that no representations, understandings, conditions, or agreements have been made or relied upon other than those stated in these Terms.
- (c) **No Publicity:** Seller shall not make any public statement, announcement, advertising, marketing or press release regarding these Terms, any Order or any Intellectual Property of Buyer or its affiliates.
- (d) **Governing Law:** These Terms and the Order will be governed by (i) the laws of the State of New York for Goods purchased from Seller located within the U.S.; (ii) English law if the operation buying the Goods from Seller is located in the EU, or (iii) Singapore law if the operation buying the Goods from Seller is located in Asia, excluding principles of conflicts of laws. Any and all matters of dispute between the Parties, whether arising from the Order itself, these Terms, or from alleged extra-contractual dealings, interactions, or facts prior to or subsequent to the formation of the Order, including without limitation, fraud, misrepresentation, negligence or any other alleged tort or violation of the Order, shall be governed by, construed, and enforced in accordance with the laws of the State if within the U.S. or country if outside the U.S. in which Buyer is domiciled. The United Nations Convention on Contracts for the International Sale of Goods and Article 1195 of the French Civil Code (Code Civil) will not apply to these Terms or the Order. The English version of these Terms and the Order shall prevail over any translation.
- (e) **Independence:** Buyer and Seller are independent contracting Parties and nothing in these Terms or the Order makes either Party the agent or representative of the other for any purpose or grants any authority to assume or create obligations on behalf of the other Party.
- (f) **Assignment/Change of Control:** Seller shall not assign, subcontract or otherwise transfer (whether by operation of law or otherwise) any of its rights or obligations under the Terms unless agreed to in writing by Buyer. Seller will impose these Terms on all subcontractors and shall be liable for its subcontractors' performance. In the event of a change in control in excess of 25% of the beneficial ownership of Seller, Buyer shall have the right to terminate any Order.
- (g) **Notice:** The Parties shall give all notices in written English by either personal delivery, facsimile, electronic mail, certified mail, postage prepaid and return receipt requested, or overnight courier to the Party's address specified on the face of the Order, or to the address that a Party has notified to be that Party's address for the purposes of this Section, effective on receipt by such Party.
- (h) **No Implied Waiver:** Buyer's failure to require Seller's performance of any obligation or to exercise any right shall not constitute a waiver of future performance or future exercise of a right.
- (i) **Interpretation:** Headings are for convenience only and shall not affect the interpretation of these Terms. The term "including" when used in these Terms, shall mean "including, but not limited to". These Terms are made in the English language. In case of any inconsistencies between the English language version of these Terms and any translation thereof, the English version shall prevail.
- (j) **Data Privacy:** Whenever Seller will have access to any Personal Information that is provided to or accessible by Seller or its agents, representatives, or subcontractors in connection with these Terms or any transactions hereunder, Buyer's "Data Privacy Provision for Third Party Agreements" (www.lydech.com) applies and is incorporated herein by reference. "Personal Information" means information relating to an identified or identifiable natural person (whether affiliated with Buyer or a third party including any Buyer director, employee, contractor, contract laborer, customer, supplier, or other third party), regardless of the medium in which the information is collected, processed, or transferred.

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