



TERMS AND CONDITIONS OF PURCHASE
HENDRICKSON UNITED KINGDOM LTD.

Clauses of Terms and Conditions

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1. Application. These Terms and Conditions of Purchase apply to any and all agreements for purchase and delivery of Goods and/or Services (as defined below) to Buyer.

2. Definitions. The definitions stated below are incorporated in and made a part hereof of the Purchase Order.

- "Buyer" means Hendrickson United Kingdom Ltd.
• "Customer" means the party or parties who will purchase goods and/or services from Buyer which incorporates or involves the Goods and/or Services.
• "Goods" has the meaning in the SGA 1979, including but not limited to, any parts, systems, components or raw material that Buyer orders and the Seller supplies to Buyer, including those goods that Seller obtains from third parties.
• "Hendrickson" means Hendrickson United Kingdom Ltd registered in England and Wales with company number 01905213 and any subsidiary, parent company, affiliates or any holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company.
• "Indemnified Parties" means Hendrickson and its officers, directors, members, managers, employees, successors, assigns and customers.
• "Purchase Order" means a document in paper or electronic form issued by Buyer to Seller for the purchase of Goods and/or Services, and includes the Terms and Conditions and any and all associated agreements, releases against the Purchase Order, warranty agreements between Buyer and Seller, cover sheets, specifications, drawings, attached exhibits and schedules prepared by Buyer, pursuant to which the Seller is to supply the Goods and/or perform the Services.
• "Seller" means the party identified on the Purchase Order that supplies or is intended to supply Goods and/or Services to Buyer.
• "Services" means any work performed by or to be performed by Seller or Seller's employee, agent, representative, or subcontractor, including but not limited to design, engineering, manufacturing, assembling, packing, distribution or other operation or services covered by the Purchase Order.
• "SGA 1979" means the Sale of Goods Act 1979.
• "SGSA 1982" means the Sale of Goods and Services Act 1982.
• "Terms and Conditions" means the terms and conditions included in this document and the Purchase Order.
• "VAT" means Value Added Tax as defined by the Value Added Tax Act 1994 or any tax substituted therefore.

3. Buyer's Form Controls. The Purchase Order will constitute an offer by Buyer to purchase the Goods and/or Services specified upon the Terms and Conditions, quantity, price(s), and delivery date(s) stated in the Purchase Order and is not an acceptance of any offer by Seller to sell. Any other different terms and conditions of Seller that may be contained in any proposal, quotation, acknowledgment, invoice, delivery receipt or other Seller form do not form a contract or any part of a contract between Buyer and Seller unless expressly accepted in writing by Buyer.

4. Warranty.

(A) Seller warrants that the Goods will:

- (i) be free from all liens and defects of title;
- (ii) be free from material defects in design, manufacture, workmanship and material;
- (iii) conform in all material respects to descriptions, specifications, drawings, data and samples provided by or referred to by Buyer (if any);
- (iv) be new and of reasonable quality and merchantable, safe and fit for the intended purpose;
- (v) conform in all material respects to any statements made on the container, labels or in advertisements;
- (vi) conform in all material respects with samples supplied by Seller and with any applicable quality manual, standards, procedures and requirements furnished by Buyer or Customer;
- (vii) be adequately contained, packaged, marked and labeled;
- (viii) comply with applicable laws of England and Wales, national and industry codes and standards and international standards recognized in England and Wales; and
- (ix) in the case of software, not contain or include a virus, malware, freeware, shareware, keystroke logger, secretive monitoring or access spy system, or any program or subroutine that places restrictions on Buyer's ability to use and freely transfer.

Seller warrants that the Goods will meet performance requirements including length of service and mileage warranties specified by Buyer, and that when applicable, all facilities where the Goods are produced are currently certified and will remain certified during the term of the Purchase Order under IATF16949/ISO9001:2015, TS16949, ISO9000 and any other applicable standard specified in the Purchase Order.

Without limiting the preceding paragraph, Buyer will, in accordance with IATF16949/ISO9001:2015, communicate to Seller certain requirements, including without limitation, applicable statutory and regulatory requirements and/or special product and process characteristics, to be observed, adhered to or performed by Seller in the course of Seller's providing the Goods or Services. Seller shall promptly communicate those same requirements, as applicable, to all of Seller's suppliers or subcontractors who are contributing to the Goods or Services. Seller shall also include in its agreements with its suppliers and subcontractors, a paragraph that is substantially the same as this paragraph so that Seller's suppliers and subcontractors will be similarly bound to communicate all requirements to their respective suppliers and subcontractors, and so on. Buyer is deemed to be a third party beneficiary of these provisions.

(B) The warranty period for Goods, except with respect to liens and title or unless otherwise specified in the Purchase Order, will be twenty-four (24) months from the date of delivery of the Goods (whether or not incorporated into other goods) to a Customer. With respect to liens and title, the warranty period will be the useful or expected life of the Goods as determined by Buyer. If at any time prior to the expiration of the warranty period it appears that the Goods, or any part thereof, do not conform to the warranties set forth in this clause 4, Seller will, at Buyer's option and at Seller's sole cost and expense, promptly repair or replace the Goods to Buyer's satisfaction at the delivery point specified in the Purchase Order. If the Goods are replaced or repaired, the warranty period for the Goods will be extended by a period equal to the period from the date Seller receives notice of the warranty claim until the date the Goods are replaced or repaired to Buyer's satisfaction. At the date the Goods are replaced or repaired to Buyer's satisfaction, a new warranty period will begin which, again, shall be the useful or expected life of the Goods as determined by the Buyer.

(C) Seller's liability hereunder includes the provision of any services, operations or labor and the repair or replacement of all or any part of any Goods covered by the Purchase Order, and will include, but is not limited to, all damages directly caused by the breach of any of the foregoing warranties, including but not limited to, all costs arising out of disassembly, removal, re-inspection, re-installation, re-testing, transportation and/or warehousing. If Seller does not remedy the nonconformity to Buyer's satisfaction within a reasonable time after notice, or it is impractical for Buyer to provide notice to Seller, Buyer may exercise other remedies. The other remedies available to Buyer at its sole option include, but are not limited to:

- (i) remedy such defects by itself or through others and Seller shall reimburse Buyer for the reasonable expense of remedy; or
- (ii) retain the nonconforming Goods and make a reasonable adjustment reducing the Purchase Order price to reflect the diminished value; or
- (iii) reject the Goods, and purchase other goods in substitution therefor, in which case Seller will be liable for all costs of purchase of such substitute goods; or
- (iv) reject the Goods, in which case Seller will refund the price paid and be liable for Buyer's costs on a full indemnity basis, including but not limited to, costs incurred for transporting the nonconforming Goods to and from the delivery point.

No action on the part of Buyer or Customer under this clause 4 will relieve Seller of any responsibility or liability with respect to such Goods.

(D) If Seller provides Services to Buyer, Seller warrants that all Services and all Goods, parts and components supplied or utilized in the Services will meet the terms described in (A), (B) and (C) above. Seller further warrants that the Services will conform to descriptions, specifications, drawings, and data presented by Seller and accepted by Buyer. In all Services, Seller will employ good, sound procedures, and proper skill, care and judgment. All Services will be performed in accordance with the SGSA 1982 and all other laws of England and Wales, regulations, codes and standards applicable to such Services. In addition, if any Services are to be performed on Buyer's premises, Seller and their employees, agents, representatives and subcontractors will fully comply with Buyer's site policies, practices and rules, and Code of Conduct.

(E) The warranties described in (A), (B), (C) and (D) above will be in addition to any warranties, express or implied, extended to Buyer by Seller, and in the event of any default under or breach of this warranty or any other provision of the Purchase Order by Seller, Buyer will be entitled to all damages, including incidental, special, indirect, and consequential damages. Seller agrees that the aforesaid warranties will survive inspection and acceptance of the Goods and/or Services.

5. Inspection. All Goods (including but not limited to raw materials, work in process and finished products wherever located, including at Seller's suppliers' shops) may be inspected and tested by Buyer or Customer or its designee at all times through the manufacturing process, the time of shipment and a reasonable time after arrival at the final destination. Buyer and Customer will be entitled, after prior notice to Seller, to take samples and carry out any other necessary investigations and tests with respect to the manufacture of Goods for Buyer and Customer. Final inspection and acceptance by Buyer will be at Buyer's premises. Defective Goods or Goods not in conformance with Buyer's or Customer's specifications or other requirements will be held at Seller's risk, and, if Seller so requests, may be returned at Seller's expense. Payment for Goods prior to inspection will not constitute acceptance of the Goods, nor constitute a waiver of Buyer's rights. Buyer will be entitled to full reimbursement or credit for returned Goods or replacement Goods at Buyer's option to be delivered within thirty (30) days.

6. Delivery. The Goods and/or Services will be delivered in accordance with the delivery terms set out in the Purchase Order. Goods must normally be routed to provide the most economical transportation rates at the cost of Seller unless otherwise stated in the Purchase Order. Seller will not give any other customer of Seller any priority over Buyer in the allocation of Seller's production, time of delivery being of the essence. If any Goods and/or Services are not delivered within the time specified in the Purchase Order or within a reasonable time, as determined by Buyer, if no time is so specified, Buyer may either:

- (i) refuse to accept such Goods and/or Services and terminate the Purchase Order at no cost to Buyer;
- (ii) cause Seller to ship the Goods by the most expeditious means of transportation, and at the cost of Seller, and any additional transportation charges in excess of those which would apply for the usual means of transportation will be paid by Seller; or
- (iii) accept the Goods and/or Services and Seller will be liable for all damages including incidental, indirect, consequential and special damages caused by failure to meet delivery specifications.

7. Title and Risk of Loss. If Buyer makes interim payments to Seller under the Purchase Order, title to the Goods will pass to Buyer at the time that Seller allocates Goods to the Purchase Order, otherwise title to the Goods and all components thereof will pass to Buyer upon the earlier of full payment or delivery. Regardless of delivery point or delivery terms, risk of loss of Goods will not pass to Buyer until the Goods are received, inspected and accepted by Buyer or the Customer at the delivery destination.

8. Pricing And Payment. Terms of payment for all Seller invoices will be thirty (30) days after the last day of the month of invoice for Sellers within England and Wales and forty-five (45) days after the last day of the month of invoice for Sellers outside England and Wales, unless the Purchase Order specifies different terms. Unless Buyer consents in writing, a Purchase Order shall not be fulfilled at a price higher than that set out on the Purchase Order, or in the absence of a stated price, at a higher price than that previously quoted in writing by Seller or paid by Buyer. At all times Seller will be competitive in price, quality, delivery, technology and service with respect to the Goods and/or Services. Any reduction in Seller's costs resulting from refunds, rebates, reductions or drawbacks of freight rates, customs duties (including antidumping and countervailing duties), import taxes, excise taxes and/or sales taxes from those in force on the date hereof, is to be paid to Buyer by Seller in reduction of the price of the Goods and/or Services ordered herein. Buyer may withhold or off-set any such reduction payment against any Purchase Order between Buyer and Seller.

9. Changes. Buyer reserves the right to change specifications, engineering drawings, and/or change other requirements on reasonable notice to Seller. Any reduction in price, delivery, or warranty resulting from such changes will be refunded to Buyer. Any increase in price, delivery, or warranty resulting from such changes will be paid by Buyer, subject to the remainder of this clause. Any claim by Seller for adjustment will be deemed waived and denied unless Buyer agrees in writing within thirty (30) calendar days from receipt of Seller's claim. Price increases and/or extensions of time for delivery or completion will not be binding on Buyer unless evidenced by a change order issued and signed by an authorised representative of Buyer. Seller will provide no less than one hundred eighty (180) days' written notice of any proposed change in manufacturing location, manufacturing or quality process, or form, fit and function of a supplied Good, and will not implement such change without a written change order from an authorised Buyer representative.

10. Termination. Buyer may, at any time, terminate a Purchase Order in whole or in part, or suspend, delay or interrupt all or any part of the Goods and/or Services hereunder by written or oral notice confirmed in writing within thirty (30) days. If Buyer terminates for convenience, Buyer will pay Seller for only those completed Services and for Goods delivered or in transit, but in any case not in excess of the Purchase Order price. If the delivery of the Goods and/or Services are suspended, delayed or interrupted by Buyer, and if Seller is authorised by Buyer to resume the delivery of the Goods and/or Services, a reasonable adjustment of not more than ten percent (10%) of the price of such Goods and/or Services may be imposed by Seller and made to the Purchase Order price, and/or completion and delivery schedule may be adjusted to reasonably compensate for any loss to Seller caused by the suspension, delay or interruption, but only to the extent that Buyer was the direct cause of the delay or interruption. **IN NO EVENT WILL BUYER BE LIABLE WHATSOEVER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY OR OTHERWISE FOR ANY LOSSES OF SELLER, INCLUDING BUT NOT LIMITED TO, INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL LOSS OR DAMAGES, OVERHEAD OR OTHER DIRECT OR INDIRECT COSTS, (EVEN IF THE SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES) INCLUDING LOSS OF USE OR LOST PROFITS OR REVENUE, LOSS OF GOODWILL, LOSS OF DATA, LOSS DUE TO INTERRUPTION OF BUSINESS OR LOSS OF ANTICIPATED SAVINGS ARISING OUT OF OR RELATED TO ANY PURCHASE ORDER.**

11. Confidential Information. Seller may gain access or knowledge through its business relationship with Buyer to proprietary information about Buyer's or Customer's operations and business information, including but not limited to plans, finances, products, processes, equipment, know-how and technical documentation, marketing information, data-bases and customers (collectively

“Confidential Information”). Seller will keep all Confidential Information confidential, including its business relationship with Buyer and the terms of the Purchase Order, and will not disclose any such information to others except as authorized in advance by Buyer in a signed writing. In addition, Seller agrees that, without limitation, all patterns, dies or other tools, jigs, fixtures, forms, electronic control devices, software, firmware, programs, algorithms and the like in whatever medium, and any other devices and specifications or drawings furnished or paid for by Buyer will:

- (i) be considered Confidential information;
- (ii) remain Buyer's sole property without limitation or restriction on Buyer's use or transferability;
- (iii) be safely stored, maintained and held at Seller's risk and insured at Seller's expense;
- (iv) wherever possible be clearly marked as the property of Buyer;
- (v) be used only in the performance of Purchase Orders from Buyer; and
- (vi) together with all copies thereof, be delivered to Buyer or destroyed by Seller, as Buyer specifies.

Confidential Information will not be used by Seller for the production and/or supply of any goods or services to any other party. All development or design work of Seller for Goods and/or Services, and any intellectual property rights, including but not limited to inventions, discoveries, techniques and processes, arising from such work will accrue to Buyer, and Seller hereby assigns to Buyer all of its right, title, and interest in the intellectual property. Neither the supply of Goods nor the performance of Services under a Purchase Order grants any rights under Buyer's intellectual property rights to Seller, other than to enable it to supply Goods or perform Services. Seller acknowledges that any sale of Goods bearing the Buyer's or Customer's trade name and/or trademarks to any persons other than Buyer is an infringement of the Buyer's or Customer's intellectual property rights in its trade name and/or trademarks. Seller grants to Buyer a permanent non-exclusive, worldwide right and license under the intellectual property rights of Seller (including but not limited to, patents (either utility or design), copyrights, mask work rights, Confidential Information (including but not limited to, trade secrets, software, firmware and know how), to make, have made, use, import, market, sell, transfer, repair or reconstruct and sell any Goods or Services which are the subject matter of this Purchase Order, together with the right to sublicense others to do so for Buyer. Seller grants such license provided that Buyer will exercise this license only if Seller is in default of any Purchase Order, or Seller terminates a Purchase Order other than for the default of Buyer, and that when exercised, such license will be fully paid-up and no royalty due to Seller. Should Buyer's exercise of the license be judicially determined to be without justification, then Seller's damages will be limited to a reasonable royalty for any products produced by or for Buyer under such license, less any damages caused to Buyer by Seller's conduct.

12. Taxes and Duties. The prices for the Goods and/or Services exclude VAT but include all international and local taxes from which Seller cannot obtain exemption. The amounts of any non-exempted taxes will be shown separately on Seller's invoice. Any additional or increased tax, public charge, freight rate, tariff or duty levied on or imposed upon the Goods and/or Services or the manufacture or sale thereof after the date of a Purchase Order will be paid by Seller. Any reduction in Seller's cost resulting from a reduction in any tax, public charge, freight rate, tariff or duty from that in force on the date of the Purchase Order will reduce the price for the Goods and/or Services ordered in a like amount. Seller will cooperate with Buyer and Customer in obtaining these credits. Seller will furnish Buyer and its designees with documentation establishing the country of origin and value of the Goods as Buyer or Customer may request.

13. Compliance with Laws; Buyer's Right to Audit. Seller hereby confirms and agrees that Seller and Seller's Goods and/or Services will comply with all applicable laws, rules, regulations, directives, ordinances, executive orders and statutes (“Laws”) applicable to the laws of England and Wales. These Terms and Conditions, include, but are not limited to, the implied terms under the SGA 1979, SGSA 1982, UK and European Motor Vehicle Safety Standards and regulations and comply with all applicable laws, regulations and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010, all as amended, together with Health and Safety and environmental requirements. If the export or use of Seller's Goods and/or Services outside England and Wales is considered restricted because of national export or other regulations, Seller is obliged to inform Buyer in writing of such fact and of the consequences of the restrictions. Seller will also inform Buyer promptly of any changes in export regulations covering Seller's Goods and/or Services. Seller shall not provide to Buyer any Goods or components of Goods that contain conflict minerals. Upon Buyer's request, Seller will permit Buyer and its authorised representatives, accountants and legal advisors (and Seller will obtain a similar right from any permitted subcontractors), access to all of Seller's books and records wherever such books and records may be located, in order to assess Seller's compliance with the requirements of this clause 13. Buyer will bear the cost of the audit, provided, however, if the audit reveals a material non-compliance by Seller, then Seller will bear the cost of the audit. Buyer will conduct the audit during Seller's regular business hours and upon at least five (5) business days prior notice.

14. Insolvency. Buyer may cancel any Purchase Order when Buyer deems itself insecure due to threatened or actual insolvency of Seller, the filing of any petition to wind up or enter into a company voluntary arrangement, the appointment of a receiver or administrator for Seller, or the execution by Seller of an assignment for the benefit of creditors or any event occurs, or proceeding is taken in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in this clause 14.

15. Seller Indemnification.

(A) Seller will indemnify, defend and hold harmless the Indemnified Parties, from any and all actions, claims, demands, suits, liabilities, losses, obligations, damages (including but not limited to actual, incidental, indirect, special or consequential loss or damages), judgments, settlements, costs and other expenses (including reasonable legal and attorneys' fees), whether any act, error or omission or negligence of Buyer or Customer contributed thereto, which relate to, or arise out of any actual or alleged:

- (i) actions or inactions of Seller, including its employees, representatives, agents and/or subcontractors, relating to the Goods and/or Services provided under the Purchase Order;
- (ii) breach of Seller's representations, warranties or obligations;
- (iii) claim or finding the Goods and/or Services caused or contributed to death, bodily injury, illness or personal injury of any person or damage to property, including loss of use;
- (iv) direct or contributory infringement of, or inducement to infringe, any patent, trademark, copyright, trade secret or other intellectual property right by reason of manufacture, use or sale of the Goods and/or Services, or for actual or alleged misuse or misappropriation of a trade secret resulting from actions or inactions of Seller or its employees, representatives, agents and/or subcontractors;
- (v) Seller's failure to comply with and observe laws and regulations of England and Wales and international treaties or agreements applicable to Seller's business or the Goods and/or Services, including but not limited to, UK and European motor vehicle regulations and safety standards;
- (vi) product liability, tort, contractual or other claims relating to the Goods and/or Services; and
- (vii) inaccuracy or invalidity of, or defect in, any import or export information furnished by Seller to Buyer.

(B) If any Goods and/or Services create, cause or contribute to a vehicle or other product repair campaign or recall, Seller will indemnify the Indemnified Parties in the same manner as described in clause 15 (A) above and will pay all costs of recall, repair, and correction, including but not limited to, labor, administrative costs, internal costs, reasonable legal expenses, and any actual, incidental, indirect, special and consequential losses or damages including loss of use incurred by Indemnified Parties, Customers and their dealers, and users of the Goods and/or Services. The remedies provided in this paragraph will be cumulative and will not limit Seller's liability.

16. Seller Insurance. Seller will maintain Commercial General Liability insurance with a combined single limit of £5,000,000 per occurrence for bodily injury, property damage and personal injury, protecting the Indemnified Parties, Customer(s), the affiliates of each, and their respective employees, agents, directors, officers, members, managers, and representatives against claims of bodily injury, including death, personal injury, and property damage, including loss of use, arising out of or attributed or related to the Goods and/or Services. The Commercial General Liability insurance will provide coverage including but not limited to products liability, contractual, completed operations, personal and advertising injury, and will expressly cover the contractual liability assumed by Seller under clause 15. Where necessary to obtain coverage by policy endorsement or a separate policy insuring a required risk, Seller will do so at its expense. The pollution exclusion, if any, in the Commercial General Liability insurance will not apply to pollution which arises out of the products/completed operations hazards. In addition, if any Services are to be performed on Buyer's premises, Seller will maintain the following minimum insurance coverages in addition to those referenced above:

- (i) employer's liability insurance with no less than £5 million limits; and
- (ii) auto liability insurance with not less than a £5 million combined single limit covering owned, non-owned and hired autos.

The employer's liability policies will provide a waiver of subrogation in favor of the Indemnified Parties. In addition, the Indemnified Parties are to be named as additional insureds on Seller's Commercial General Liability and Vehicle Liability policies. Seller will keep in force the insurance required by this clause for the duration of performance under the Purchase Order, and after the last shipment, for at least as long as the warranty period described above in clause 4. Such insurance will be primary and noncontributory with respect to any insurance maintained by Buyer. Seller will maintain all required policies of insurance with insurers having a minimum AM Best rating of at least A+. Seller will furnish Buyer with certificates evidencing such insurance coverage. If the policy does not provide for notice directly to Buyer, Seller will immediately notify Buyer if Seller receives any notice from any carrier providing the coverage required by these terms of the cancellation or modification of any insurance referenced therein. Neither the foregoing insurance nor the certificate will be construed in any way as a limitation on Seller's liability under a Purchase Order.

17. Governing Law and Choice of Forum. The validity, interpretation, construction, performance, enforcement and remedies of or relating to this Purchase Order, and the rights and obligations of the Buyer and Seller hereunder, will be governed by and construed in accordance with the laws of England and Wales, without regard to the conflict of law principles, rules or statutes of any jurisdiction. Any legal proceeding arising out of or in connection with this Purchase Order will be brought in the courts of England and Wales. Buyer and Seller consent to the exclusive jurisdiction and venue of the courts set forth herein.

18. Advertising. Seller will not without first obtaining the written consent of Buyer in any way whatsoever advertise or publish the fact that Seller has contracted to supply to Buyer the Goods or Services.

19. Force Majeure. Neither party will be liable for any delay or failure to perform where the delay or failure is directly caused by causes beyond its control, including but not limited to: Acts of God, acts of governmental, quasi-governmental, civil or military authority; refusal or delay in granting necessary licenses; fires, floods, earthquakes or other natural disaster; riot, insurrection, or acts of terrorism or the effects thereof; the inability to obtain necessary labor, materials or manufacturing; accident or wrecks in transport, or suspension of any mode of transport. In the event of such delay, the delivery date will be extended for a period equal to the time lost by reason of the delay, or where necessary to overcome the direct effects of the force majeure event. If production of the Goods ordered or Services to be provided is curtailed for any of the above reasons such that Seller cannot deliver the full amount or level ordered, Seller may allocate deliveries and/or provision of services among its various customers then under contract for similar goods or services. The allocation must be made in a commercially fair and reasonable manner, treating all customers equally, except for orders subject to governmental priority as required by law. When allocation has been made, Buyer

will be notified of the estimated quota made available. Notwithstanding the foregoing, if the effects of a force majeure event continue for more than thirty (30) days, Buyer may terminate the Purchase Order.

20. General. The provisions of the Code of Conduct (which are available on request to Buyer) are incorporated by reference into these Terms and Conditions, and any violation by Seller of the Code of Conduct will be considered a default under these Terms and Conditions. The rights and remedies of Buyer hereunder will be cumulative and in addition to all Buyer's other rights and remedies in law or equity. Buyer's failure to insist on strict performance of any Terms and Conditions will not be deemed a waiver of any rights or remedies that the Buyer will have, and will not be deemed a waiver of any subsequent default of the Terms and Conditions. Any provision of the Terms and Conditions that is prohibited by law, regulation or ordinance will be ineffective to the extent of such prohibition without invalidating the remaining provisions. Each of the provisions of the Purchase Order will extend to and will, as the case may require: (i) bind Buyer and Seller and their respective successors, heirs and assigns; and, (ii) inure to the benefit not only of the Buyer and Seller but also to the Customer and to each of their respective successors, heirs and assigns. This clause will not permit any assignment of the Purchase Order by Seller without the prior written consent of Buyer. Except for Customer, Buyer and Seller agree that the Purchase Order is not intended by either party to give any benefits, rights, privileges, actions or remedies to any person, partnership, firm or corporation (other than a party or its permitted assignee) as a third party beneficiary or any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms and Conditions or otherwise under any theory of law. Seller will maintain, and make available to Buyer, adequate records of its activities under any Purchase Order, for a period equal to the duration of the Purchase Order and for ten (10) years following final shipment. Upon reasonable notice, Buyer or its representatives will have the right to review and audit the records of Seller relating to the performance of a Purchase Order, the prices contained in any Purchase Order or change order, or any other matter relating to the performance or default under a Purchase Order. The provisions of clause 4, Warranty; clause 11, Confidential Information; clause 15, Seller Indemnification; clause 16, Seller Insurance; and clause 17, Governing Law and Choice of Forum will survive any termination of any Purchase Order.

21. Mediation. If any dispute arises in connection with this agreement, the parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (**CEDR**) Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR. To initiate the mediation a party must give notice in writing (**ADR notice**) to the other party to the dispute requesting a mediation. A copy of the request should be sent to CEDR. The mediation will start not later than 21 days after the date of the ADR notice. The commencement of a mediation will not prevent the parties commencing or continuing court proceedings.

22. Rights of Third Parties. The Contracts (Rights of Third Parties) Act 1999 shall not apply other than to Customers to the extent that Customers are intended to have the benefit of these Terms and Conditions as hereinbefore contained.

(H-UK 06.27.2018)