



GENERAL TERMS & CONDITIONS OF PURCHASES BY MECC-USA, LLC

1. Applicability of Terms

1.1 The given terms and conditions (hereinafter referred to as "T&Cs") shall apply to all goods/services rendered by any seller of goods or services (a "Seller") to MECC-USA, LLC and its affiliates as the Purchaser ("Goods").

1.2 These T&Cs shall apply exclusively; any other terms and conditions, irrespective of whether they contradict these T&Cs or supplement them, shall not become part of the contract, even if the Purchaser does not expressly object to them. Fulfillment by the Seller of the purchase order placed by the Purchaser shall be considered as acknowledgement and acceptance of these Terms and Conditions.

1.3 Purchase orders and agreements shall only be binding if they have been placed or confirmed in writing or in electronic form by the Purchaser. Writing refers here to the transmission by telefax, computer fax, or e-mail, whereby the issuing company and the issuing person must be clearly identifiable. Purchase orders and agreements shall have effect if there is a corresponding note on the order form (e.g. PDF document). The receipt of purchase orders must be confirmed to the Purchaser without delay, and no later than 7 calendar days following receipt, by the same means described above. After this period the Purchaser shall have the right to revoke the purchase order. The subcontracting of orders requires the prior approval of the Purchaser in writing or in electronic form.

1.4 Changes to the content of the contract must be made in writing.

2. Prices and terms of payment

2.1 The agreed prices shall be deemed fixed prices and shall include packaging and freight costs plus the applicable value added tax. If the agreed price is "EMIT" or "FCA", the Purchaser shall bear only the most favorable freight costs. All costs arising up to the delivery to the carrier including loading but excluding cartage shall be borne by the Seller. The definition of pricing shall not affect the agreement on the place of fulfillment.

2.2 If in exceptional cases prices have not been agreed in advance, they shall be specified on a binding basis in the order confirmation. Upon receipt, the Purchaser shall be entitled to reject the price and/or rescind the contract.

2.3 Unless otherwise agreed in writing, the Purchaser shall be entitled to a two percent (2%) discount if payment is made within ten (10) days after (i) receipt of conforming goods and (ii) receipt of a correct and verifiable invoice, whichever is later. Otherwise, payment shall be due no later than thirty (30) days after both (i) receipt of conforming goods and (ii) receipt of a correct and verifiable invoice, whichever is later. Payment periods shall not commence until both conditions are satisfied.



2.4 Any assignment of claims against the Purchaser requires the Purchaser's prior consent in writing or in electronic form.

2.5 The Seller has only the right of retention or to offset any claims against the Purchaser insofar as such claims are uncontested or have been conclusively determined by a court of competent jurisdiction.

2.6 Invoices must comply with the applicable legal requirements. The invoice must include the complete order number. Each invoice must also show the VAT separately. Invoices must not be attached to the shipment but rather sent separately to the invoice address specified in the purchase order for each order immediately after delivery. If these obligations are not met, the invoice cannot be processed and is not deemed to have been received.

2.7 Payment periods shall commence upon delivery of the goods to the place of receipt (shipping address) or acceptance of the work, though not prior to receipt of a proper and verifiable invoice at the invoice address specified in the purchase order.

2.8 Payments shall be made subject to the correctness of the invoices and the contractual conformity of the delivery.

2.9 The Purchaser shall be entitled to offset debt claims or against debt claims, whether due or not due, including those arising in the future, to which MECC-USA, LLC and its affiliates or a company in which MECC-USA, LLC and its affiliates holds a direct or indirect share of at least 50% is entitled vis-à-vis the Seller or which the Seller has asserted against one of these companies. The Seller shall, upon request, provide information on the company's affiliation with MECC-USA, LLC and its affiliates.

2.10 Any kind of retention of title, such as, though not limited to, an extended or expanded retention of title, shall be excluded unless the Purchaser has expressly confirmed acceptance in the purchase order with reference to these T&Cs.

3. Incoterm Definitions

3.1 The ICC Incoterms in their latest version valid at the time of conclusion of the contract shall apply to the interpretation of the trade clauses.

4. Delivery and delivery time

4.1 The place of fulfillment for the delivery is the place of receipt specified by the Purchaser.

4.2 Partial deliveries and/or deliveries before the agreed date expressly require the Purchaser's prior consent in writing or in electronic form. Any extra costs incurred through partial delivery or advanced delivery, such as freight etc., shall be borne by the Seller unless the Purchaser has expressly requested such deliveries and has expressly agreed to assume such costs.



4.3 The agreed delivery dates are binding. If the Seller realizes that it will not be able to meet a delivery date, he shall inform the Purchaser in writing without delay in order to enable the Purchaser to make alternative arrangements if required.

4.4 If the Seller fails to deliver the goods or perform the services by the agreed delivery date, the Seller shall pay the Purchaser liquidated damages in the amount of 0.5% of the total order value for each calendar week or part thereof of delay, which, unless otherwise stated in the purchase order, shall be up to a maximum of 15% of the total order value. The payment of liquidated damages shall be without prejudice to the Purchaser's right to claim further actual damages or to terminate the contract for cause.

4.5 The Payment of any contractual penalties shall not release the Seller from its obligation to fulfill the contract. The Purchaser reserves the right to assert further claims

5. Shipment and packaging

5.1 In case of delivery on call or in case of interim storage upon the Purchaser's request, proper storage shall be ensured. The invoice, delivery note and dispatch note shall be submitted to Purchaser in due form.

5.2 The Seller shall be liable for the consequences resulting from any incorrect bill-of-freight declaration. The dispatch note shall be submitted immediately upon dispatch of each individual consignment. If the shipping documents fail to show the respective place of destination, department, order number, reference note or note of issue, all costs thereby incurred shall be borne by the Seller.

5.3 Goods shall be packed in such a way that damage in transit is avoided. Packaging materials shall be used only to the extent required. The Seller shall take back the packaging in accordance with statutory requirements.

5.4 The Seller shall take out transport insurance to cover its interests. In addition, the Seller shall take out a liability insurance customary in the industry at its own expense for damages caused by it or its agents through the delivery of the goods. Both insurance certificates must be provided to the Purchaser on request. Any further claims for damages to which the Purchaser may be entitled beyond the sum insured under the insurance policies shall remain unaffected.

6. Drawings, construction documents, tools

6.1 Drawings and other documents, devices, models, tools and other means of production provided to the Seller remain the property of the Purchaser. The title to tools and other production equipment paid by the Purchaser shall be assigned to it. The aforementioned items must not be scrapped, reproduced, or made available to third parties, e.g. for the purpose of manufacturing, without the Purchaser's prior consent in writing or in electronic form. They may not be used for any purposes, e.g. supply to third parties, other than those stipulated in the contract.



6.2 The aforementioned items shall be carefully stored by the Seller at the Seller's expense for the Purchaser during the execution of the contract. Care, maintenance and partial replacement shall be subject to the agreements between the Seller and the Purchaser. The Purchaser reserves all rights to drawings or products made according to the Purchaser's specifications as well as to any processes developed by it and for it.

6.3 If software is part of the delivery, the Purchaser shall have the right to use and exploit it for its own purposes. In addition, the Purchaser shall be entitled to make a backup copy also without express agreement with the Seller.

7. Requirements Concerning Standards

7.1 The Purchaser's manufacturing instruction may contain mandatory minimum requirements for the Seller. Unless agreed otherwise, the requirements set forth therein shall be met. Furthermore, any standards applicable to the delivery, such as, though not limited to, DIN, EN, and ISO, shall be complied with, and documented quality assurance, which is commensurate with the type and scope of the delivery, as well as the quality control thereof, must be ensured. If, in individual cases, deviations from the manufacturing instructions and/or the applicable standards are necessary, the Seller shall obtain the Purchaser's prior consent in writing or in electronic form. However, such consent shall not release the Seller from any of its contractual or legal obligations.

7.2 Having given prior notification, the Purchaser shall be entitled to check compliance with the necessary standards either itself or to have them checked by third parties commissioned by the Purchaser.

7.3 The Seller shall transfer to the Purchaser ownership of all documents (including those from subcontractors as well as technical documents) that are required for the delivery. The Seller shall grant the Purchaser the right to make repairs or modifications (or have them made) to the deliverable and to manufacture spare parts itself or have them manufactured by third parties. The Seller shall grant to the Purchaser the right to use the deliverable for any and all purposes; this right shall be non-exclusive, transferable, irrevocable, and unrestricted with regard to content, time, and location. Such purposes include, among others, the right of processing, distribution, and reproduction. In the case of deliverables manufactured individually for the Purchaser, the Seller shall also grant a right to use and dispose thereof.

7.4 The Seller shall supply deliverables as spare parts to the Purchaser at appropriate market prices for a minimum period of fifteen (15) years from the date of final delivery. The Seller shall provide the Purchaser with at least ninety (90) days' prior written notice before discontinuing the manufacture or supply of any spare part.

8. Liability for defects

8.1 Defects in material



8.1.1 The Seller shall warrant that any goods conform to the state of the art, the applicable legal regulations and rules and directives of authorities, employers' liability insurance associations and if submitted to the Purchaser's drawings and specifications. If deviations are necessary in individual cases, the Seller must obtain the Purchaser's prior consent in writing or in electronic form. However, such consent shall not release the Seller from any of its contractual and/or legal obligations. The Seller's liability shall also extend to parts manufactured and/or supplied by subcontractors.

8.1.2 The Seller shall be obliged to use environmentally friendly products and processes for its goods, including goods or additional services by third parties, within the scope of economic and technical possibilities. The Seller shall be liable for the environmental compatibility of the delivered products and packaging materials and for all damage arising from the violation of its statutory disposal obligations. Upon request of the Purchaser, the Seller shall issue a certificate of quality for the goods supplied.

8.1.3 Upon receipt of the goods and insofar as this corresponds to appropriate and standard business practices, the Purchaser shall inspect the goods for identity, completeness, and externally visible damage, in particular damage in transit, and shall notify the Seller of such damage without delay. If an inspection and acceptance agreement has been made, there shall be no obligation to examine goods received.

8.1.4 If the items delivered are defective, the Seller shall remedy the defect without delay at its expense, including any incidental costs also covering reassembling and assembling costs at the Purchaser's discretion by either repairing or replacing the defective parts. In addition, the Purchaser shall be entitled to any other remedies provided by law.

8.1.5 If the Seller does not fulfil its obligation of subsequent performance within a reasonable period set by the Purchaser, the Purchaser may remedy the defect itself, or have it remedied by third parties, at the expense and risk of the Seller without prejudice to the Seller's other liability for defects.

8.1.6 In urgent cases, in order to avert acute risks or avoid serious damage in the event that it is not possible to wait for subsequent performance by the Seller, the Purchaser may, without prejudice to its statutory rights in respect of defects, take the measures necessary for subsequent performance itself or have them performed by third parties at the expense and risk of the Seller. In the interest of smooth and uninterrupted production, the Purchaser or a third party may remedy minor defects itself, or have them remedied, without prior consultation with the Seller, and may charge the expenses incurred hereby to the Seller; this shall not affect the Seller's liability for defects.

8.1.7 If the Seller has assumed a guarantee for the quality or durability of the deliverable, the Purchaser shall be entitled to assert claims arising from the guarantee in addition to its warranty rights.



8.2 Defects in title. The Seller warrants that its goods and the Purchaser's intended use of its goods do not infringe the intellectual property rights of third parties, in particular patents, utility models, trademarks, copyrights and competition rights, business and trade secrets. If the use of the items delivered results in an infringement of intellectual property rights of third parties, the Seller shall, at the Purchaser's discretion, either obtain for the Purchaser or the Purchaser's customer the right to continued use, or modify the delivered items in a manner, which the Purchaser can be reasonably expected to accept, that eliminates the infringement, without impairing the originally agreed quality, performance, or performance guarantees. In addition, the Seller shall indemnify the Purchaser and its customers, insofar as this is permissible, from all claims of third parties, and shall bear their legal fees. Claims arising from defects in title shall not expire provided that the third party is still able to assert this right vis-à-vis the Purchaser.

8.3 Unless otherwise agreed, the limitation period for warranty claims shall be thirty-six (36) months after acceptance of the supplies by the Purchaser or delivery by the Seller to the third party named by the Purchaser, whichever is later. For latent defects or safety-critical components, the limitation period shall be sixty (60) months. For supplies which are newly delivered in full or in part or which are replaced or repaired, the limitation period shall restart from the date of the new delivery or repair.

8.4 The Seller warrants that all goods and services supplied shall meet the performance specifications, including but not limited to uptime, efficiency, and output, as set forth in the contract or purchase order. If the goods or services fail to achieve the specified performance metrics, the Purchaser shall be entitled, at its option, to a price reduction, service credits, or other remedies as specified in the contract, in addition to any other rights or remedies available at law or in equity.

9. Product liability

9.1 The Seller shall defend, indemnify, and hold harmless the Purchaser, its affiliates, officers, directors, employees, agents, and customers from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees and costs of defense from the first dollar and with counsel of Purchaser's choice) arising out of or relating to (i) product liability, (ii) negligence or willful misconduct, (iii) breach of statutory duty, (iv) product recalls, or (v) failure to comply with applicable laws or regulations. This obligation is in addition to any other remedies available to the Purchaser.

9.2 In addition, the Purchaser shall be entitled to reimbursement of all costs and expenses incurred by it in this connection, in particular due to recall actions initiated by it. The Purchaser shall inform the Seller, as far as possible and reasonable, of the type and scope of recall actions.

9.3 Paragraphs 9.1 and 9.2 shall apply mutatis mutandis insofar as product defects are attributable to goods by upstream suppliers or subcontractors of the Seller.



10. Data Protection

10.1 The Seller shall comply with all applicable U.S. federal and Ohio state data privacy and security laws and regulations, including but not limited to the Health Insurance Portability and Accountability Act (HIPAA), the Gramm-Leach-Bliley Act (GLBA), and the Ohio Data Protection Act (Ohio Rev. Code § 1354.01 et seq.), as well as any other relevant statutes.

10.2 The Seller processes Controlled Unclassified Information (CUI) or other sensitive data, the Seller shall implement and maintain security controls in accordance with ISO 27001 and NIST SP 800-171 standards.

10.3 The Seller shall collect, process, disclose, make accessible, or otherwise use personal data exclusively for the purpose of fulfilling the contract and shall store such data only for this purpose, and after fulfillment of the contract only for the purpose of fulfilling statutory storage obligations under U.S. and Ohio law.

10.4 The Seller shall ensure that all persons employed by him within the scope of this assignment are briefed on data protection prior to their deployment and undertake to observe data secrecy in accordance with applicable U.S. and Ohio law.

10.5 The Seller shall promptly notify the Purchaser of any data breach or security incident affecting Purchaser data, and shall cooperate fully with the Purchaser in any investigation or response required by law.

10.6 Upon request, the Seller shall provide the Purchaser's data protection officer with all required information, demonstrate compliance with applicable data protection laws, and provide relevant documentation.

11. Export Control and Customs Provisions

11.1 The Seller shall comply with all applicable U.S. federal, state, and local export control and customs laws and regulations, including but not limited to the Export Administration Regulations (EAR), International Traffic in Arms Regulations (ITAR), and any applicable Ohio state requirements. The Seller shall also comply with any applicable international export and customs laws to the extent required by the Purchaser.

11.2 The Seller shall be liable for any damages, expenses, fees, customs duties, or penalties resulting from non-compliance with such laws and regulations.

12. Parts supplied by the Purchaser

The Seller shall bear the risk of loss or damage to any materials, models, containers, tools, data, drawings, designs, or software supplied by the Purchaser, regardless of fault, from the time of receipt until return or proper use. The Seller shall maintain "all-risk" insurance coverage for such items in an amount equal to their full replacement value, naming the Purchaser as loss payee. The



materials provided by the Purchaser (materials, models, containers, tools, data, drawings, designs, software) shall be processed on behalf of the Purchaser and remain its property at the processing stage, and may only be used as intended. If the object provided by the Purchaser is inseparably mixed with other objects not belonging to the Purchaser, the Purchaser shall acquire co-ownership of the new object in the ratio of the value of the object under reservation of title (purchase price plus VAT) to the other mixed objects at the time of mixing. If the mixing takes place in such a way that the Seller's object is to be regarded as the main object, it shall be deemed agreed that the Seller shall transfer proportionate co-ownership to the Purchaser and shall store it for the Purchaser free of charge. The Seller shall bear the risk of loss and/or destruction and shall be liable for the loss or damage of objects provided in the event of culpable conduct. The Purchaser must be informed immediately of any impairment of such objects.

13. Confidentiality and intellectual property rights

13.1 All information by or relating to the Purchaser or by or relating to its related companies in connection with and during the course of the cooperation, or by assigned representatives, consultants, or cooperation partners, including, though not limited to, any end user-specific information and names, specifications, calculations, layouts, drawings, project designations, technical, commercial and/or business information, content and objectives, and all data and documents, irrespective of the form or nature in which these are transmitted, e.g. in electronic form, verbally, or by other means, must only be used for the initiation or performance of the contract, must be kept strictly confidential, and may only be passed on to third parties with the express prior consent of the Purchaser. In case the Purchaser applies for an intellectual property right based on disclosed confidential information, the Seller is not entitled to plead that such confidential information is prejudicial as to novelty or a prior right of use exists. This obligation shall remain valid for a period of ten (10) years after contract initiation.

13.2 Non-confidential information shall be considered to be any information which can be verified to have been known to the Seller before it was disclosed with no obligation to maintain secrecy; was communicated or made accessible to the Seller by an authorized third party with no obligation to maintain secrecy, provided that the third party itself did not violate any obligation to maintain secrecy by handing over the information; is publicly known, apparent, or generally available, and/or is or becomes state of the art without this being attributable to the Seller, or was previously known to the Seller as a result of its own activities. Moreover, the confidentiality obligation shall not apply if confidential information has to be disclosed by the Seller in accordance with a court order or an order from an administrative or government body, provided that the Seller informs the Purchaser of such an order immediately in writing and thus gives it the opportunity of contesting the need for disclosure or of applying for an appropriate order of nondisclosure or another court order in all cases provided that the relevant proceedings permit the above-mentioned notification of the Seller.



13.3 The Seller shall be obliged to pass on the information required to initiate or perform the contract only to employees whose involvement is essential for project handling. All employees with access to the aforementioned information shall be subject to a written nondisclosure declaration that corresponds to this agreement, to the exclusion of the further disclosure of the confidential information, and, where permitted, this shall apply beyond the term of employment of the relevant employee. This shall also apply to subcontractors to the extent to which the disclosure of information is necessary in order for them to draw up a quotation for the contractual purpose. The Seller must provide written evidence of this upon request. Companies affiliated with the Seller shall not be regarded as third parties insofar as they are working on the contractual purpose and provided that the relevant confidentiality obligations corresponding to this confidentiality agreement have been placed on them, unless they are in competition with the Purchaser. The Seller shall undertake to inform the Purchaser immediately as soon as he becomes aware of any infringement of this confidentiality agreement. The Seller shall bear full liability in the event of an infringement.

13.4 Upon request by the Purchaser or following termination of the cooperation relating to the contract, the Seller shall be obliged, at the Purchaser's discretion, to return all confidential information in full to the Purchaser immediately and to destroy all documents, copies, files, etc. prepared on the basis of the confidential information. This shall not apply to routine backup copies of the electronic data communications, if their provision would necessarily require a disproportionate amount of time and effort. The Seller must confirm the return/destruction of the confidential information in writing within fourteen (14) days of receipt of the Purchaser's request and/or termination of the cooperation. The Seller shall be permitted to retain a copy of confidential information for the sole purpose of furnishing proof, and he shall be obliged to keep this information secret and locked securely away beyond the period mentioned in Paragraph 13.1.

13.5 In addition to the assertion of any claims for compensation by the Purchaser, as well as the right to demand compliance with the requirements of this confidentiality agreement, the Purchaser shall be entitled, irrespective of any and all other rights under this confidentiality agreement, to the remedies of injunction, specific performance and other equitable relief before a competent court of law. In the event of an unauthorized disclosure of confidential information to third parties, the Seller shall assign its claims to the Purchaser if the Seller does not take appropriate action against the third party for the benefit of the Purchaser.

13.6 Any intellectual property rights relating to the Purchaser's drawings and any other documents shall remain vested in the Purchaser and shall not be exploited or made available to third parties without the Purchaser's prior written consent. The same shall apply to other technical details arising from the purchase order or disclosed in other correspondence or in negotiations. No provision of these T&Cs may be construed to accord to the Seller rights of any kind to the Purchaser's intellectual property.



13.7 The Seller already acknowledges these obligations by entering into contractual negotiations, irrespective of whether a contract is concluded or not.

14. Suspension

The Seller agrees to temporarily suspend the performance of the scope of delivery (in whole or in part) at the request of the Purchaser. The Seller shall only be entitled to demand additional costs if the suspension lasts longer than six (6) months. This means that additional costs shall be paid from the seventh (7th) month only. The Seller shall only be entitled to reimbursement of reasonable and exclusively direct additional costs (though not lost profit or similar) which were caused solely by the suspension. The reimbursable additional costs shall be proven to the Purchaser by the Seller no later than four (4) weeks after the end of the suspension. The Seller shall be obliged to keep the costs resulting from the suspension as low as possible and to resume performance immediately upon termination of the suspension.

15. Conformity with Regulations

15.1 The Seller shall ensure that all employees, subcontractors, and temporary workers engaged in the performance of this contract are paid in accordance with all applicable U.S. federal, state, and local wage and hour laws, including but not limited to the Fair Labor Standards Act (FLSA) and the Ohio Minimum Fair Wage Standards Act (Ohio Rev. Code § 4111.01 et seq.).

15.2 The Seller shall comply with all applicable U.S. and Ohio laws regarding employment, labor leasing, and the use of temporary workers, including but not limited to the Ohio Workers' Compensation Act and any applicable anti-discrimination, health and safety, and employment eligibility verification requirements.

15.3 The Seller shall indemnify and hold harmless the Purchaser from any claims, liabilities, or penalties arising from the Seller's failure to comply with such laws.

15.4 The Purchaser shall be entitled to terminate the contract without notice if the Purchaser is held liable for the Seller's failure to comply with applicable wage, hour, or employment laws.

16. Legal Compliance

16.1 The Seller shall comply in all respects with the laws and regulations of the applicable legal system, including, though not limited to, regulations on antitrust law, corruption prevention, data protection, and export control.

16.2 The Seller declares that he is familiar with, and that he shall comply with, the Purchaser's Code of Conduct and Supplier Code, the latest version of which can also be downloaded from the Purchaser's website. The Seller shall take all reasonable measures to this effect and shall consult the Purchaser in the event of problems and uncertainties. The Seller shall obligate its subcontractors in writing by comparable means and shall submit this written proof to the Purchaser on request. For existing business relationships, the consent to the application of our Supplier Code



of conduct shall be deemed to be given in case of an (follow-up) order (procurement). The Seller may object to its application only by written refusal. Please note that such a refusal might lead to a review of any procurement decision and, if necessary, may have a negative impact on the supplier rating.

16.3 If there is any suspicion that the Purchaser's compliance principles and requirements are not being adhered to, the Purchaser reserves the right to demand information on the relevant facts and circumstances and, if required, to conduct its own investigations, for which the Seller shall provide its support. If the Seller violates one of the obligations mentioned in Section 16 of this document, or if a claim is made against the Purchaser, the Purchaser shall be entitled, without prejudice to further claims, to demand compensation, terminate the contract or withdraw from it, and the Seller shall indemnify the Purchaser against all claims.

16.4 The Seller represents and warrants that the prices, warranties, and other terms offered to the Purchaser are no less favorable than those offered to any other customer for like goods or services. If the Seller offers more favorable terms to any other customer, the Seller shall promptly notify the Purchaser and such terms shall automatically apply to the Purchaser.

17. Limitations on Claims. Claims against the Purchaser based on or in connection with its purchase order shall expire two (2) years after the date of receipt of the delivery and the invoice. If the date of receipt of the delivery and the date of receipt of the invoice differ, the earlier of the two dates shall be deemed authoritative. The Purchaser shall have the right, upon five (5) business days' prior written notice, to audit the Seller's and its subcontractors' books, records, and facilities relating to the performance of this contract. Such audits shall be conducted at the Purchaser's expense, provided that if any non-conformance or breach is discovered, the Seller shall bear all costs of the audit and promptly remedy any deficiencies at its own expense.

18. Jurisdiction; Applicable Law

18.1 This Agreement and all disputes, claims or controversies arising out of, relating to, or in connection with it, its negotiation, execution, performance or termination (collectively, "Disputes") shall be governed by, and construed in accordance with, the laws of the State of Ohio, U.S.A., without regard to its conflicts-of-law rules.

18.2 The Parties irrevocably submit to the exclusive jurisdiction of the state and federal courts located in Hamilton County, Ohio for the adjudication of any Dispute, and the Seller waives any objection on the grounds of forum non conveniens or any similar grounds. The Purchaser may, at its sole option, elect to bring any Dispute in another court of competent jurisdiction or, in lieu of litigation, submit the Dispute to binding arbitration administered by the American Arbitration Association ("AAA") in Cincinnati, Ohio under its Commercial Arbitration Rules then in effect, by a single arbitrator.



18.3 The Seller hereby appoints the Ohio Secretary of State as its agent for service of process if no other agent is on file in Ohio.

18.4 The United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly disclaimed and shall not apply.

19. Termination For Convenience

19.1 The Purchaser may terminate all or any part of a purchase order at any time for its convenience by providing thirty (30) days' prior written notice to the Seller. In the event of such termination, the Purchaser's liability shall be limited to payment for (i) conforming goods and services delivered and accepted as of the effective date of termination, and (ii) the Seller's demonstrable, non-cancelable, pre-authorized costs incurred prior to termination. The Seller shall mitigate all costs to the extent reasonably possible.

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