

1. Definitions.

- (a) "Buyer" means the individual or entity identified on Buyer's purchase order.
- (b) "Seller" means the entity identified on Seller's quotation, order acknowledgement or confirmation.
- (c) "Product" means (i) any product designed or manufactured by or on behalf of Seller, or (ii) any third-party manufacturer's product offered for sale by Seller.

2. **Acceptance.** Except as otherwise agreed in a written supply agreement signed by both parties, these Terms and Conditions will govern Buyer's purchase order. Buyer's purchase order is expressly conditioned upon Seller's agreement that these Terms and Conditions shall be the sole and exclusive terms and conditions applicable to Buyer's purchase of Products. Buyer specifically rejects, and Seller disclaims, all terms and conditions in Seller's quotation or order acknowledgement or otherwise proposed by Seller if such terms and conditions are additional to, different from or inconsistent with these Terms and Conditions. Any performance by Seller pursuant to Buyer's purchase order, including, without limitation, manufacture or shipment of Products, shall be deemed to be an acceptance solely upon these Terms and Conditions.

3. **Entire Agreement; Amendments.** Unless a written supply agreement has been executed by both parties, these Terms and Conditions and Buyer's purchase order together constitute the entire agreement of the parties covering Products provided by Seller to Buyer. These Terms and Conditions supersede all other written or oral agreements between the parties with respect to the purchase of Products pursuant to Buyer's purchase order. Seller and Buyer may modify these Terms and Conditions only by an express written agreement signed by both parties.

4. **Prices.** Prices for Products shall be as set forth in Buyer's purchase order, and Buyer shall not be liable to Seller for any charges other than those specified on Buyer's purchase order. Notwithstanding the foregoing, the price to be paid by Buyer for Products under the purchase order shall not be greater than the price paid by Seller's similarly situated customers purchasing similar products in similar quantities.

5. **Taxes.** Except as otherwise specified in Buyer's purchase order, the price for Products includes all amounts for occupation, sales, use, value-added, gross income, privilege or excise tax or any other tax, duty or assessment now or hereafter imposed by or under the authority of any international, federal, state or local law, rule or regulation with respect to the Products or their sale hereunder. In the event Buyer becomes liable to pay any such taxes, duties or assessments, Seller agrees, unless prohibited by applicable law, rule or regulation, to indemnify and hold Buyer harmless therefor, including any applicable interest or penalties.

6. **Certificate of Resale.** If Buyer has marked the space labeled "Taxable" as "NO" on the face of the purchase order, Buyer certifies that the tangible personal property Products being purchased are for resale and not for consumption. Buyer's applicable state sales and use tax numbers are available upon request.

7. **Duty Drawback.** Buyer specifically reserves to itself all rights to duty drawback or taxes paid on materials purchased by Seller for manufacture or production of Products. Seller disclaims all interest in such rights and agrees to furnish Buyer with proof of importation, including a signed U.S. Customs and Border Protection Form 7552 ("Delivery Certificate for Purposes of Drawback") and any other documents necessary for Buyer to obtain payment of any applicable duty drawback.

8. **Payment Terms.** Due dates for the payment of invoices will be computed from the date of receipt by Buyer of a correct and complete invoice. Unless otherwise agreed by the parties in writing, terms of payment shall be 90 days from the receipt of such an invoice for all Products accepted by Buyer.

9. **Shipping; Delivery.** Seller shall package all Products (i) in accordance with Buyer's Product packaging requirements, whether included in the specifications or otherwise provided to Seller, (ii) in accordance with any requirements specified by the carrier, and (iii) in such a manner as to provide proper protection for Products in transit. Damages to any Products resulting from improper packaging shall be the responsibility of Seller. Unless otherwise noted on the purchase order, all Products will be delivered DDP (Incoterms 2010) Buyer's designated

delivery location. The packing list for each container shall include Buyer's purchase order number. Without Buyer's prior written consent, Seller may not make Product substitutions, partial shipments or early deliveries and may not ship overages or underages of weight, length, size and/or quantity.

10. **Risk of Loss.** Title and risk of loss or damage to Products shipped DDP shall not pass to Buyer until Products are received and accepted by Buyer at the destination specified in the purchase order.

11. **Late Delivery. TIME IS OF THE ESSENCE.** It is a condition of Buyer's purchase order that deliveries conform to the schedule set forth in such order. Seller shall promptly notify Buyer of any actual or anticipated delays in delivery and shall, at Seller's expense, take all reasonable steps to avoid or end such delays, including the use of expedited shipping. If Seller fails to ship all or any portion of Products on or before the promised shipping date, Buyer shall have the right to cancel the purchase order, without liability, for any Products not yet shipped. In addition, Seller agrees to indemnify and hold Buyer harmless from any losses, penalties, damages, liabilities and obligations, including, without limitation, the cost of cover and any other costs, expenses and attorneys' fees, arising out of or relating to Seller's failure to deliver in accordance with the schedule set forth in the purchase order.

12. **Change Orders.** No changes or substitutions shall be made in the purchase order without the prior written consent of Buyer. Buyer shall, by submission of a written change order to Seller, have the right to make changes to a purchase order at any time with respect to drawings, specifications, designs, quantities, places and times of delivery and methods of packaging. If Seller reasonably believes that a change requested by Buyer affects the price or delivery date for Products, Seller shall notify Buyer in writing (with adequate supporting documentation) within 5 business days after receipt of Buyer's change order, and Seller shall not perform the requested changes without the prior written consent of Buyer. Buyer and Seller shall mutually agree in writing on any adjustments in the price and/or delivery date resulting from the requested change. Seller's claim for an adjustment in price or delivery date will be deemed to have been waived unless asserted by Seller within 5 business days after receipt of Buyer's change order. In no event shall Seller stop performance of any unaffected portion of the purchase order while Buyer and Seller are in the process of making any changes and adjustments.

13. **Record Retention.** Seller shall maintain appropriate records regarding Product origin, testing, evaluation and quality and environmental compliance and shall, upon request from Buyer, promptly provide such records to Buyer for review.

14. **Inspection.** Buyer shall have the option to inspect Products during the manufacturing process and upon completion but prior to shipment. Buyer may also inspect Products after they are received at the destination specified in the purchase order. No provision in Seller's delivery receipt shall modify Buyer's right to inspect and reject Products. Neither Buyer's inspection of or failure to inspect Products nor payment for Products shall be deemed an acceptance of Products and shall in no way limit Buyer's right to reject nonconforming or defective Products.

15. **Rejection.** Buyer has the right to reject nonconforming Products. If Buyer rejects Products or revokes acceptance of Products, and Seller does not deliver conforming Products on or before the delivery date specified in the purchase order, Buyer shall have the option to cancel the purchase order, without liability. In addition, Seller shall indemnify Buyer pursuant to the terms of Section 11 above for any resulting late delivery. Rejected Products shall be held by Buyer, at Seller's risk and expense, until Buyer receives Seller's written instructions regarding disposition of such Products. Buyer will receive a full refund for rejected Products returned to Seller, including cost of transportation.

16. **Buyer's Property.** Unless otherwise agreed in writing, all drawings, sketches, blueprints, specifications, designs, models, tools, molds, jigs, dies, patterns, fixtures and other materials furnished or paid for by Buyer in connection with the purchase order shall be and remain the property of Buyer. All such materials shall at all times be clearly identified as the property of Buyer and shall be segregated from similar property of others. Such materials shall be used only in filling Buyer's purchase orders and shall be delivered to Buyer or otherwise disposed of

in accordance with Buyer's instructions upon completion, termination or cancellation of all outstanding purchase orders or upon Buyer's request. Seller assumes all risk and liability for loss of or damage to Buyer's property in its custody or control and shall insure such property at its own expense for an amount at least equal to the replacement cost thereof, with losses payable to Buyer. Seller agrees to maintain such property in good and useable condition, except for normal wear and tear. Upon Buyer's request, Seller shall provide Buyer with an accounting of all property of Buyer in Seller's possession. Buyer may visit Seller's premises where Buyer's property is located during normal business hours to inspect such Buyer property and to audit Seller's compliance with the provisions of this Section 16. Seller agrees that Buyer may file a "protective notice" UCC-1 form and any other documents reasonably necessary to enable Buyer to protect its interest in its property.

17. **Insurance.** Seller shall, at its sole expense, maintain adequate workers' compensation, employer liability and commercial general liability insurance covering risks that are typically covered within the industry, including products and completed operations and contractual liability coverage. Upon request by Buyer, Seller shall provide satisfactory evidence of such insurance. All insurance policies other than workers' compensation and employer liability policies shall name Buyer as an additional insured.

18. **Warranties.** Seller represents and warrants to Buyer that: (i) Seller will deliver to Buyer good, exclusive and marketable title to Products, free and clear of all liens, security interests, claims and other encumbrances; (ii) all Products shall conform to the specifications, drawings, samples and/or other descriptions furnished or approved by Buyer, shall be fit and sufficient for the purpose intended, merchantable and free from defects in design, materials and workmanship; and (iii) Seller will comply with all applicable federal, state, local or foreign laws, rules, regulations, orders or other directives in the manufacture, sale and delivery of Products. These warranties shall be in addition to any other warranties customarily extended by Seller to its customers and shall survive inspection, test, acceptance and payment. Buyer shall have the right to assign Seller's warranties to Buyer's customers.

19. **Remedies.** If any Product breaches any of the warranties set forth above, Seller shall promptly replace such Product with a new Product that conforms to the specifications, drawings, samples and/or other descriptions furnished or approved by Buyer and that is free from defects in design, materials and workmanship, delivered to the same ultimate destination as that of the original shipment. In addition, Seller shall be responsible for any costs of removal and reinstallation, transportation charges, and customs, duties, brokers' fees or similar charges. All replacement Products shall be fully warranted as set forth in Section 18 above. In the event that Seller is unable to replace a Product within a commercially reasonable time, Buyer shall receive a full refund and shall have the right to recover its damages, including the cost of cover. Buyer's rights and remedies set forth herein shall be cumulative and in addition to all other rights and remedies available in law or in equity.

20. **Indemnity.** Seller agrees to indemnify and hold harmless Buyer, its subsidiaries, affiliates, successors and assigns, and Buyer's direct and indirect customers of Products (whether or not as a component part of a larger product or system), against any and all claims, demands, losses, damages, liabilities and obligations, including, without limitation, costs, expenses and attorneys' fees, arising out of or relating to: (i) any claim that Products or the use of Products constitutes an infringement of any patent, copyright, trademark, trade name, service mark or other proprietary right; (ii) any claim that Products are defective; (iii) any breach of warranty by Seller; (iv) the manufacture, use, sale, delivery or disposal of Products; or (v) any claim for injury, death and/or damage to property arising from or related to the Products and/or caused by the negligence of Seller. In addition to the indemnification obligation, for any claim arising under (i) above, Seller may obtain for Buyer the royalty-free unlimited right to continue using Products in the manner that such Products could be used absent such claim, or to modify or replace Products in a manner acceptable to Buyer in its sole discretion. If Seller, or any officer, employee, agent or subcontractor of Seller, enters the premises of Buyer or Buyer's customer in connection with the performance of Buyer's purchase order or if Seller holds property of Buyer on consignment, Seller agrees to indemnify and hold harmless Buyer and its customer from any and all claims, demands, losses, damages, liabilities and obligations, including, without limitation, costs, expenses and attorneys' fees, arising out of or relating to, injury or death to persons or damage to property arising out of or relating to the acts or

omissions of Seller or Seller's officers, employees, agents or subcontractors, during such performance or consignment.

21. **Events of Default.** If Seller breaches any of these Terms and Conditions and does not cure the default within 10 days after written notice from Buyer of such breach, or if Seller files (or has filed against it) a petition in bankruptcy or seeks relief under any bankruptcy, reorganization, insolvency, dissolution, liquidation or similar law of any jurisdiction, becomes unable to pay or suspends payment of its debts as they become due, ceases operation of its business or becomes financially insecure, or if a court issues an order appointing a receiver, custodian or administrator over all or part of Seller's assets, Buyer shall have the right to cancel any outstanding purchase order and/or suspend its performance thereunder, and Seller shall be responsible for any costs of cover resulting from Buyer's purchase of substitute products. In addition, Buyer may pursue any other right or remedy available in law or equity. Buyer shall be entitled to set off all amounts Seller owes Buyer (whether under the purchase order or otherwise) against any amounts Buyer owes Seller.

22. **Waiver of Subrogation.** Each party waives (for itself and its insurance carrier) all its rights of subrogation against the other party and the other party's employees, agents, suppliers and subcontractors to recover damages and losses to the extent such damages or losses are covered by insurance; provided that this provision will have no effect to the extent that it invalidates or otherwise limits the insurance coverage of a party.

23. **Termination.** At any time and with or without cause, Buyer shall have the right to terminate all or a portion of the purchase order by written notice. Upon receipt of notice of termination, Seller shall immediately discontinue performance and, with regard to standard Products, allocate any finished Product and work-in-process to other customer orders. With regard to non-standard Products, Seller shall comply with Buyer's instructions concerning disposition of completed Products, work-in-process and raw materials acquired to fulfill the purchase order. In the event of termination without cause for non-standard Products, Buyer's sole and exclusive liability to Seller shall be Seller's reasonable out-of-pocket direct costs incurred prior to termination in connection with completed Products and work-in-process in Seller's possession at the time of termination, less any salvage amount that Seller can realize by selling or using any of the Products or raw materials. Seller shall have the burden of proof on all such amounts. In no case shall Buyer's liability exceed 10% of the value of the cancelled purchase order. In the event of cancellation in accordance with Section 21 of these Terms and Conditions, these provisions shall not apply, and Buyer shall have no liability to Seller.

24. **Compliance with Laws.** Seller will comply with all applicable international, federal, state and local laws, rules and regulations affecting the manufacture and sale of the Products. Upon request by Buyer, Seller will complete any applicable forms and certifications regarding its compliance with such regulations. **In addition, if applicable, Seller and its subcontractors shall abide by the requirements of 41 CFR Sections 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. The purchase order may also be subject to the following: Executive Order 13496 and implementing regulations at 29 CFR Part 471, Appendix A to Subpart A.**

25. **Export Regulations.** Seller will maintain all required licenses, permits and registrations with governmental authorities and agencies, commercial registries, chambers of commerce or other offices. Seller will not export or re-export Products or any technical data relating to Products to any country in violation of applicable export control laws. If applicable, Seller shall provide Buyer with a copy of the U.S. Department of Commerce, Bureau of Export Administration, Export Control Number ("ECCN") or comparable number from any relevant foreign governmental agency, for any and all Products, software and technical data. Alternatively, Seller can provide Buyer with the ECCN or comparable number from any relevant foreign governmental agency, certified by a knowledgeable technical/regulatory resource, with sufficient supporting technical parameters for Buyer to confirm the classification. A copy of any current or previously issued license, ruling

or jurisdiction determination shall be required for any Product containing security or encryption technology. In addition, Seller shall advise Buyer as to the qualifying criteria for any license exception or "mass market" qualification under which Products may be exported. Seller shall also provide current Harmonized Tariff Schedule (HTS) classification codes for each Product upon Buyer's request. When Incoterms 2010 call for Seller to obtain any required export license, Seller will apply for all licenses necessary for the export of Products being sold to Buyer. Seller will assist when and where necessary during the export license application process with technical support and/or information. Both parties, where applicable, will submit license applications in a timely manner and advise each respective party in writing of any anticipated delays in shipping that may result from delayed approval of an application. Seller will provide Buyer with the Certificates of Origin required by the North American Free Trade Agreement or other applicable international, national, regional or local laws, regulations or trade preference programs. Seller will ensure that the customs invoices contain the following information:

- (a) Seller's entity name and address to which the Purchase Order was addressed (and if different, also Seller's shipping address and entity handling shipping);
- (b) Entity to which Products are being sold and delivered;
- (c) a clear description of Products sold;
- (d) the quantity, weight or volume, as applicable, of units of Products sold;
- (e) the purchase price;
- (f) the delivery terms (e.g. Incoterms 2010);
- (g) depending on country of destination, when requested by Buyer, the harmonized tariff classification to the 6 digit level; and
- (h) the country of origin of each line item.

To the extent applicable, Seller will comply with Buyer's other requirements related to origin information, including requirements of Buyer's customers.

26. Compliance with Buyer's Policies and Procedures. Seller's employees and agents shall, if on the premises of Buyer, comply with all plant rules and regulations in effect at such premises, including security requirements. In addition, Seller shall comply with such Buyer policies or procedures as Buyer may reasonably require from time to time, provided that (i) Buyer has provided Seller a written copy of, or notice of online access to, any such additional policy or procedure, and (ii) such policies or procedures do not conflict with these Terms and Conditions. Seller acknowledges that it has access to and certifies that it has reviewed a copy of Buyer's Code of Ethics and Business Conduct (www.commscope.com/company/eng/aboutus/corprespond/ethics/index.html), Buyer's Supplier Code of Conduct, Buyer's Global Supplier Quality Manual and Buyer's Environmental Product Compliance (EPC) Specification for Products and Materials, and Seller agrees to comply at all times with the provisions thereof.

27. Packaging. Seller warrants and covenants to Buyer that Seller will not intentionally add lead, cadmium, mercury or hexavalent chromium to any packaging or packaging components of Products provided to Buyer under this Agreement. In addition, the sum of all concentration levels of cadmium, hexavalent chromium, lead and mercury in packaging or packaging components shall not exceed 0.01% by weight (100 ppm). Seller will not manufacture such packaging and packaging components using chlorofluorocarbons or containing substances banned from packaging on the CommScope Restricted Substance List. Seller warrants and covenants that all Products, including packaging and packaging components, provided to Buyer under this Agreement will be accurately labeled in accordance with the requirements of applicable laws and regulations, including but not limited, applicable packaging specifications, the EU Packaging Directive (EU 94/62/EC), to the requirements of 40 C.F.R. Part 82 entitled "Protection of Stratospheric Ozone, Subpart E – The Labeling of Products Using Ozone-Depleting Substances" and ISPM No. 15 entitled "Guidelines for Regulating Wood Packaging." Seller shall ensure wooden pallets are heat treated per regulatory requirements or, where allowed, wooden pallets may be fumigated.

28. Hazardous Materials. Seller shall promptly notify Buyer in writing if any materials or Products required by Buyer's purchase order are deemed hazardous under any laws, rules or regulations of any applicable governmental or regulatory authority. Seller shall package, mark, label, document, and ship all such Products and materials in compliance with all applicable laws, rules and regulations of governmental or regulatory authorities. In addition, Seller shall provide

Buyer with a written declaration of hazardous substances identifying any substances greater than the concentration level listed on CommScope's Restricted Substance List for the application listed. In the event that any Product to be supplied to Buyer is identified as hazardous pursuant to the OSHA Hazard Communication Standard (29 CFR Part 1910.1200) or any corresponding state law or local ordinance, Seller shall provide Buyer with a GHS Safety Data Sheet for such Product. For any changes to Seller's Products or materials that require an update to the information provided to Buyer, Seller must immediately send to Buyer an amended material or product declaration.

29. Conflict Minerals. Seller warrants and covenants that the Products and/or raw materials to be supplied to Buyer by Seller are in compliance with all terms and conditions set forth herein. Seller further warrants and covenants that all such Products and/or raw materials shall be "DRC Conflict Free" as that term is defined in Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act and all implementing rules and regulations, including any future regulations implemented in countries around the world (collectively, the "Conflict Minerals Regulations"). Seller shall provide at no additional cost to Buyer all information reasonably necessary (as determined by Buyer in its sole discretion) to satisfy its obligations under the Conflict Minerals Regulations, if any, or to enable it to assist its direct or indirect customers to satisfy their obligations thereunder. At a minimum, no later than January 31 of each year, Seller shall provide to Buyer a completed Electronic Industry Citizenship Coalition-Global e-Sustainability Initiative (EICC-GeSI) Conflict Minerals Reporting Template (or such alternative reporting format as Buyer may from time to time designate) for each Product and/or raw material supplied by Seller to Buyer during the immediately preceding calendar year (a "Conflict Minerals Report"), and such other related information as Buyer shall reasonably request. Seller shall source from smelters validated as compliant to the CFS (Conflict Free Smelter) compliant list and as if the Conflict Minerals Regulations were directly applicable to Seller. Without limiting the generality of the foregoing, Seller shall (i) identify all Products and/or raw materials that contain Conflict Minerals, (ii) determine whether such Conflict Minerals are "necessary to the functionality or production" (as that phrase is used in the Conflict Minerals Regulations) of supplied Products and/or raw materials, (iii) determine whether such Conflict Minerals are from Recycled or Scrap Sources, (iv) identify the country of origin of the Conflict Minerals and disclose whether the Conflict Minerals originate in the Democratic Republic of Congo or an Adjoining Country, (v) determine whether the Conflict Minerals financed or benefited Armed Groups in the Democratic Republic of Congo or an Adjoining Country, (vi) disclose Seller's process for determining and verifying the information provided, and (vi) utilize a Nationally or Internationally Recognized Due Diligence Framework. Capitalized terms used in this Section 29, but not otherwise defined herein shall have the meanings given such terms in the Conflict Minerals Regulations. For any changes to Seller's Products or materials that require an update to the information provided to Buyer, Seller must immediately send to Buyer an amended EICC-GeSI Conflict Minerals Reporting Template.

30. RoHS, WEEE and REACH. At Buyer's request, Seller will certify its compliance, in a reasonable amount of time and in a format acceptable to Buyer, with any directive or specific law, rule or regulation related to RoHS, WEEE, REACH or other environmental requirements applicable to Seller, including, without limitation, the EU Packaging Directive (EU 94/62/EC), EU Timber Regulation (No 995/2010), the US Lacey Act, the Stockholm Convention of 1998 on Persistent Organic Pollutants, the Montreal Protocol of September 1987 on Substances Depleting the Ozone Layer and the Basel Convention of 1989 on the Control of Transboundary Movements of Hazardous Wastes and their Disposal. At Buyer's request, Seller shall also provide certificates to Buyer when regulation changes or Product changes create a need for new certification. In addition, Seller warrants and covenants that Seller's products comply with the RoHS Directive 2011/65/EU ("RoHS"), the WEEE Directive 2012/19/EU ("WEEE"), the REACH Directive EC/1907/2006 ("REACH"), the Stockholm Convention of 1998 on Substances Depleting the Ozone layer that includes the class 1 and class 2 ODS under the Clean Air Act, EU Batteries Directive (2013/56/EU), and California Prop65, and that Seller is fully aware of its obligations under these Directives, including, but not restricted to the following: Not to violate the substance bans under RoHS; to

demonstrate compliance with the requirements listed in Module A of Decision 768/2008/EC; to keep the Technical Documentation for 10 years after the last sale of the respective product to the Buyer; to affix, where applicable, the CE marking to the product; to make available required EU Declarations of Conformity; to provide Buyer, upon request and free of charge, with information about preparation for re-use and treatment; to maintain traceability records indicating part number, quantity and revision status of products for no less than 7 years. At Buyer's request, Seller will certify its compliance with any specific law, rule or regulation with which it must comply hereunder.

31. **Confidential Information.** Seller will not disclose any confidential or proprietary information of Buyer, including, without limitation, the terms and conditions of sale of Products to Buyer. Seller will not use Buyer's confidential or proprietary information except in the manufacture of Products for Buyer. Seller will not publicize the fact that Seller is selling Products to Buyer and will not use any of Buyer's trade marks, service marks or trade names without the express written consent of Buyer. No information disclosed by Seller in connection with the purchaser order shall be deemed to be confidential or proprietary information of Seller unless otherwise agreed in writing by Buyer. All such information shall be acquired by Buyer free of any restrictions, other than any patent rights of Seller, as an integral part of Seller's supply of Products.

32. **No Partnership or Joint Venture.** The parties agree that nothing in these Terms and Conditions will create any agency, employment, partnership, joint venture or fiduciary relationship between Buyer and Seller.

33. **Assignment.** These Terms and Conditions are binding upon, and inure to the benefit of Buyer, Seller and their successors and permitted assigns. Seller may not assign, delegate or subcontract its obligations under Buyer's purchase order, in whole or in part, without Buyer's prior written consent. Any purported assignment, delegation or subcontract made without Buyer's consent shall be void. In no event shall any transfer, assignment or subcontract relieve Seller of any liability under the purchase order.

34. **Waiver.** Buyer's waiver of any breach of any provision contained in these Terms and Conditions will not waive any other breach by Seller. Buyer's delay or failure to enforce its rights under these Terms and Conditions shall not be deemed a waiver of such rights.

35. **Severability.** The invalidity of any portion of these Terms and Conditions shall not invalidate any other portion of these Terms and Conditions and, except for such invalid portion, these Terms and Conditions shall remain in full force and effect. If for any reason any portion of these Terms and Conditions is illegal or unenforceable, such provision will be severed, and the remainder of these Terms and Conditions shall be interpreted in a manner that will not affect the enforcement of the remaining provisions.

36. **Governing Law;** To the extent not inconsistent with these Terms and Conditions, the purchase order shall be governed by the Uniform Commercial Code as adopted in the State of North Carolina and shall otherwise be governed by the internal laws and judicial decisions of the State of North Carolina, without regard to conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods will not apply. All shipping and delivery terms specified herein will have the definitions set forth in the Incoterms 2010 published by the International Chamber of Commerce. **SELLER AND BUYER DO HEREBY ACKNOWLEDGE AND AGREE THAT THE PURCHASE ORDER IS PLACED, AND THESE TERMS AND CONDITIONS ARE MADE, ACCEPTED AND ENTERED INTO, IN THE STATE OF NORTH CAROLINA.**

37. **Venue; Limitation of Actions - US Sellers.** WHERE SELLER HAS ITS PLACE OF BUSINESS OR IS INCORPORATED IN THE UNITED STATES, SELLER HEREBY CONSENTS TO THE JURISDICTION OF ANY STATE COURT LOCATED WITHIN CATAWBA COUNTY, NORTH CAROLINA OR ANY FEDERAL COURT LOCATED IN THE WESTERN DISTRICT OF NORTH CAROLINA AND CONSENTS THAT ALL SERVICE OF PROCESS BE MADE BY REGISTERED OR CERTIFIED MAIL DIRECTED TO IT AT ITS ADDRESS SET FORTH ON THE PURCHASE ORDER. NOTHING IN THIS AGREEMENT AFFECTS THE RIGHT OF BUYER TO SERVE LEGAL PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO BRING ANY ACTION OR PROCEEDING AGAINST SELLER IN THE COURTS OF ANY OTHER JURISDICTION THAT HAS JURISDICTION OVER SELLER. TO THE EXTENT

PERMITTED BY LAW, SELLER WAIVES TRIAL BY JURY AND WAIVES ANY OBJECTION THAT IT MAY HAVE BASED ON LACK OF JURISDICTION, IMPROPER VENUE OR FORUM NON CONVENIENS TO THE CONDUCT OF ANY PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THE PURCHASE ORDER OR THESE TERMS AND CONDITIONS.

38. **Arbitration; Non-US Sellers.** WHERE SELLER DOES NOT HAVE ITS PLACE OF BUSINESS IN THE UNITED STATES AND IS NOT INCORPORATED IN THE UNITED STATES, THE PARTIES AGREE THAT ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE BREACH, TERMINATION, OR VALIDITY THEREOF, SHALL BE DETERMINED BY ARBITRATION ADMINISTERED BY THE INTERNATIONAL CENTRE FOR DISPUTE RESOLUTION IN ACCORDANCE WITH ITS INTERNATIONAL ARBITRATION RULES. THE PLACE OF ARBITRATION SHALL BE CHARLOTTE, NORTH CAROLINA U.S.A. AND THE LANGUAGE OF THE ARBITRATION SHALL BE ENGLISH. THE PARTIES FURTHER AGREE THAT, UPON REQUEST, THE ARBITRATOR(S) SHALL PERMIT BUYER ACCESS TO ANY AND ALL DOCUMENTS REQUESTED PURSUANT TO SECTION 13 OF THESE TERMS & CONDITIONS. IN THE EVENT THAT IT IS NECESSARY TO SEEK TO RECOGNIZE AND/OR ENFORCE THE ARBITRATION AWARD, THE PARTIES HEREBY CONSENT THAT ALL SERVICE OF PROCESS BE MADE BY REGISTERED OR CERTIFIED MAIL DIRECTED TO IT AT ITS ADDRESS SET FORTH ON THE PURCHASE ORDER. NOTHING IN THIS AGREEMENT AFFECTS THE RIGHT OF BUYER TO SERVE LEGAL PROCESS IN ANY OTHER MANNER PERMITTED BY LAW. JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. NOTHING IN THESE TERMS & CONDITIONS WILL PREVENT EITHER PARTY FROM RESORTING TO JUDICIAL PROCEEDINGS FOR THE LIMITED PURPOSE OF SEEKING INJUNCTIVE OR OTHER INTERIM RELIEF. IN SUCH EVENT, THE PARTIES HEREBY CONSENT THAT ALL SERVICE OF PROCESS BE MADE BY REGISTERED OR CERTIFIED MAIL DIRECTED TO IT AT ITS ADDRESS SET FORTH ON THE PURCHASE ORDER. NOTHING IN THIS AGREEMENT AFFECTS THE RIGHT OF BUYER TO SERVE LEGAL PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.