

GENERAL TERMS AND CONDITIONS OF SALE (Version 7/2019)

1. General

- 1.1. These General Terms and Conditions of Sale (the "Terms") apply to all orders placed by Purchasers with Güdel, Inc., 4881 Runway Blvd., Ann Arbor, Michigan 48108, ("Supplier") for the supply of goods (such as plants, machines, components, modules, spare parts, etc., hereinafter, collectively referred to as the "Goods") or services.
- 1.2. Additional or deviating terms proposed by Purchaser, in particular Purchaser's terms and conditions of purchase, are not applicable and hereby expressly rejected, even if (a) the Purchaser expressly refers to other terms and conditions in the course of the business relationship with the Supplier, (b) they are not rejected explicitly by the Supplier in its written order confirmation (an "Order Confirmation", together with these Terms, the "Agreement"), or (c) the Supplier delivers the Goods and accepts payment by the Purchaser. Failure of Supplier to object to conditions contained in any other writing or other communication from Purchaser shall not be construed as a waiver of these Terms nor acceptance of any such other provisions. None of any past practice, industry standards, course-of-dealing or usage of trade shall constitute a modification of any term or condition contained herein, nor shall same add any term not contained herein.

2. Formation of Agreement, Changes and Amendments

- 2.1. The Supplier shall be bound only to offers specifying a period for acceptance. Purchaser's order shall be binding for at least 10 days after receipt by Supplier.
- 2.2. The scope of the Agreement shall exclusively be governed by the Order Confirmation, these Terms or any other written agreement signed by authorized representatives of both parties.
- 2.3. Supplier reserves the right to deviate from the agreed specifications and supply technically improved Goods, as long as the improved Goods have no negative impact on price, function and quality.

3. Local Laws and Regulations, Standards

- 3.1. Unless the Purchaser in its purchase order has brought to Supplier's attention any laws, regulations or standards to be complied with at the place of destination of the Goods, in particular relating to safety, health or regulatory approvals, the Goods shall comply with the relevant laws, regulations and standards in the United States.

4. Delivery

- 4.1. Partial shipments shall be permitted and Supplier may invoice each partial shipment, provided the respective Goods can be used by Purchaser for the agreed purpose.
- 4.2. The term of delivery shall commence as soon as the Agreement has been concluded, all regulatory approvals, such as export, import and payment permits have been obtained, if applicable, any advance or prepayments or the notification of the issue of or the confirmation of a letter of credit have been received by Supplier, all payments due for Goods supplied under prior agreements have been made and as soon as all technical documents agreed between the parties have been supplied or approved by Purchaser.

4.3. Delivery is subject to the following conditions:

- a) if Supplier is prevented from performing the Agreement by Force Majeure. "Force Majeure" shall be deemed to be any unforeseeable event beyond Supplier's control which renders Supplier's performance commercially unpractical, unduly burdensome or impossible, such as delayed or defective supplies from subcontractors or sub-suppliers, labor disputes, governmental orders or regulations, shortage in materials or energy, serious disruptions in Supplier's works, such as total or partial destruction of plant and equipment or the breakdown of essential production facilities, serious disruptions in transport facilities (e.g., impassable roads) then the term of delivery shall be reasonably extended during the occurrence of the Force Majeure.

Should the effect of Force Majeure and the ensuing reasonable start-up period exceed a total of two (2) months, either party may terminate the Agreement, without liability to the other party. In such case, Purchaser shall not claim damages and hereby waives the right to claim damages.

- b) if Purchaser is in breach with the fulfilment of its obligations under the Agreement, in particular, if it does not perform to the agreed terms of payment or has failed to timely provide Supplier with agreed upon security.

4.4. If Purchaser fails to take delivery of the Goods notified as ready for dispatch or if it terminates a purchase order without cause and if it fails to remedy such breach within seven (7) days' from Supplier's notice, Supplier shall be entitled to terminate the Agreement and claim damages pursuant to Clause 6.10. In addition, Purchaser shall bear the costs of storage of the Goods. In case the Goods are stored in Supplier's premises, the weekly storage charge shall amount to 0.25% of the contract price of the Goods stored.

4.5. Supplier shall inform Purchaser as soon as practical of any circumstances occurred or likely to occur, which may impair the agreed delivery date, as well as of the estimated period of delay. Supplier shall exert commercially reasonable efforts to minimize the delay or to procure replacements from third parties. For the avoidance of doubt, unless expressly agreed in writing by Supplier, the estimated date of delivery shall never be regarded as a deadline.

5. Shipping, Passing of Risk

- 5.1. Unless agreed otherwise between the parties, the Goods shall be shipped FCA Supplier's place of business (Incoterms 2010 or latest edition).
- 5.2. If Supplier arranges the transport on behalf of Purchaser, Purchaser shall timely, at least one (1) week prior to the agreed delivery date, notify Supplier in writing with any special requests regarding carriage and insurance. Otherwise the Supplier shall, at its discretion, but without liability, arrange for the quickest and cheapest carriage possible.
- 5.3. The risk in the Goods shall pass to Purchaser pursuant to the Incoterm agreed in the Confirmation Order. In case acceptance tests in Purchaser's works have been agreed, passing of risk shall occur upon preliminary machine acceptance ("PMA").
- 5.4. Each delivery shall be accompanied by a detailed delivery note containing the following data: Purchaser's order number, date of order, item number, quantity, gross/net weight, country of origin, customs tariff number and type of packing.
- 5.5. Purchaser shall note transport damages, missing or wrong items on the notice of receipt and document the damages by photo records.

6. Prices, Invoicing, Terms of Payment

- 6.1. Unless otherwise agreed in writing, the prices for the Goods are in U.S. dollars.
- 6.2. For Goods to be delivered later than four (4) months after conclusion of the Agreement, Supplier reserves the right to increase the price of the Goods in accordance with an increase by more than 10 % of the following cost items: labor costs, prices charged by its suppliers or service providers or by an increase in public dues.
- 6.3. Any tax, assessment, duty, custom or other fee of any nature imposed upon the Goods, their sale, transportation, delivery, use or consumption imposed by any governmental authority, domestic or foreign, on or measured by the transaction between Supplier and Purchaser shall be paid by Purchaser in addition to the price quoted or invoiced. In the event that Supplier is required to pay any such tax, duty, fee or charge, Purchaser shall reimburse Supplier therefore unless otherwise agreed upon in writing. This Clause 6.3 shall survive the termination or expiration of this Agreement.
- 6.4. Supplier's invoices shall show at least the order number, item number, delivery date, and also the scope of the delivery, e.g. partial or residual deliveries.
- 6.5. Unless otherwise agreed in writing, Supplier invoicing milestones are as specified in the Quotation applicable for the Goods and/or Services purchased by Purchaser.
- 6.6. Unless otherwise agreed in writing, Purchaser payments for Goods and/or Services shall be due and payable within 30 days after the earlier of delivery or receipt of Supplier invoice.
- 6.7. The invoice amount shall be payable without any deductions for cash discounts, costs, taxes, dues or other charges.
- 6.8. Payments shall be deemed effected, as soon as the amount due is freely available on the bank account indicated by Supplier.
- 6.9. Purchaser may only withhold or set-off payments against counter claims which are either expressly acknowledged by Supplier or awarded to Purchaser by final judicial judgment. Provided it has no material impact on the use of the Goods, the delay of an insignificant part of the supplies does not entitle the Purchaser to defer payments.
- 6.10. If Purchaser is more than 14 calendar days in arrears in affecting payment of an installment or in providing agreed security, the balance of the total purchase price shall become due and payable. Further, any overdue amounts shall bear a delinquency charge of interest at the lower of (a) eight percent (8%) per annum; or (b) the maximum rate permitted by applicable law.
- 6.11. In case of payments by letter of credit ("L/C"), Purchaser shall bear the costs of opening, notification and confirmation of the L/C.

7. Expedited Payment – Cancellation Policies

- 7.1. If the financial condition of the Purchaser at any time does not, in the reasonable judgment of Supplier, justify continued performance of any purchase order, Supplier: (a) may require full or partial payment in advance; or (b) shall be entitled to terminate the purchase order and receive payment for all costs incurred to the point of termination.

- 7.2. Supplier may, by written notice to Purchaser, and without any liability to Purchaser whatsoever, cancel Purchaser's purchase order if Purchaser: (a) fails to perform any of the terms and conditions contained herein or in the purchase order, and Purchaser does not cure such failure to Supplier's satisfaction within a period of ten (10) days after receipt of written notice from Supplier; or (b) becomes insolvent, makes an assignment in favor of creditors, or becomes subject to any bankruptcy, dissolution or similar proceeding; or (c) is merged into, or all or a substantial part of its assets are sold to, another company that Supplier reasonably determines is not capable of performing Purchaser's obligations regarding the purchase of the Goods and/or services. As a non-exclusive alternative to cancellation, Supplier may, by written notice to Purchaser, and without any liability to Purchaser whatsoever, suspend any of its obligations under a purchase order for any reason referenced in this Section 7.2.
- 7.3. Purchaser's purchase order shall not, for any reason, be cancelled by Purchaser without Supplier's prior written consent, which consent Supplier may withhold in its sole discretion. If Supplier consents to such a cancellation, Purchaser shall pay Supplier as follows: all engineering expenses, work in process, and any raw materials or supplies used, or for which commitments have been made by Supplier in connection with such cancelled order (paid for on the basis of Supplier's full cost) plus a cancellation premium of fifteen (15%) percent of the full price of the order. No software may be returned.
- 7.4. No Good(s) and/or system(s) component items and/or third party supplied items ("Items") may be returned to Supplier without Supplier's prior written consent.
- 7.5. Returned Items must be securely packed by Purchaser so as to reach Supplier without damage. Purchaser must obtain a return authorization number from Supplier prior to returning any Items. Purchaser is solely responsible for the costs and risks of returning the Items to Supplier. Risk of loss for the returned Items will transfer to Supplier when the Items have been unloaded onto Supplier's factory floor. Reimbursement for returned Items shall not in any case exceed the full credit of the purchase price less all application specific engineering expenses, raw materials and/or supplies used, plus a twenty percent (20%) restocking fee.
- 7.6. Cancellation/Rescheduling of Training Classes. Full payment ("Tuition") for a reservation in a Supplier training class is expected at the time of scheduling such reservation, unless otherwise agreed to by Supplier in writing. TUITION IS NON-REFUNDABLE. Rescheduling a reservation with a minimum of two (2) weeks advance notice to Supplier is subject to a fee equal to ten percent (10%) of the Tuition. Rescheduling a reservation with less than two (2) weeks advance notice to Supplier is subject to a fee equal to thirty percent (30%) of the Tuition. Upon payment of the rescheduling fee, Supplier will issue a voucher to Purchaser which may be used by Purchaser to reschedule the reservation for a training class held within six (6) months from the voucher date. Unused vouchers are non-refundable.
- 7.7. Attendance at classes without prior reservation is possible but will only be allowed at Supplier's sole discretion if "Seats" and related equipment are available and after Tuition has been paid in full.
- 7.8. SUPPLIER RESERVES THE RIGHT TO CANCEL OR MODIFY CLASSES AT ANY TIME.
- 7.9. Supplier's remedies hereunder are non-exclusive and Supplier shall be entitled to any other remedies available to it at law or in equity.

8. Retention of Title and Grant of Security Interest

- 8.1. Until the Goods are fully paid they shall remain Supplier's property. Supplier shall be entitled to register and do all things necessary to preserve its property rights. Prior to the transfer of title, Purchaser shall not be entitled to pledge or grant security interests in the Goods.
- 8.2. Should the Purchaser resell Goods to which title is reserved in the ordinary course of business, he shall be deemed to have assigned to Supplier the receivables deriving from their sale, together with all collaterals, securities and reservations of title, until all of Supplier's claims towards Purchaser have been settled. Up to Supplier's revocation, this assignment shall not preclude Purchaser's right to collect the assigned receivables. To the extent the value of the Goods to which title is reserved together with any other collateral exceeds Supplier's claims against the Purchaser by more than 20%; Supplier shall re-assign the above receivables to Purchaser at his request.
- 8.3. If Purchaser is in arrears with its payments by more than 14 calendar days, Supplier may terminate the Agreement and request the return of the Goods at Purchaser's cost.
- 8.4. Until all amounts due hereunder have been paid in full, Purchaser hereby grants the Supplier a security interest in the equipment sold pursuant hereto and the Supplier shall have all rights of a secured party under the Uniform Commercial Code including, without limitation, the right to take possession of the Goods without legal process and the right to require Purchaser to assemble the equipment and make it available to the Supplier at a place reasonably convenient to both parties. Purchaser hereby appoints the Supplier its agent, to take all such action and to execute and file all such documents and instruments (including, but not limited to, UCC-1 financing statements) as may be necessary or reasonably requested by the Supplier to perfect and continue the Supplier's security interest hereunder.
- 8.5. As long as title is reserved to Supplier, Purchaser shall insure the Goods at its cost, naming Supplier as beneficiary, against theft, breakage, fire, water and similar calamities and risks. In addition, he will take all other measures reasonably required to protect Supplier's property.

9. Inbound Inspections

- 9.1. Unless a joint acceptance test is agreed between the parties, Purchaser upon receipt shall inspect the Goods with regard to transport and other apparent defects as well as with regard to identity and quantity.
- 9.2. In the ordinary course of business, latest within 14 days after receipt, Purchaser shall, at least by random sampling, inspect the Goods to determine whether they correspond to the agreed specifications and there are no obvious defects.

10. Acceptance Tests

- 10.1. The terms and conditions of a final site acceptance test ("SAT") of the Goods at the place of destination shall be defined in a separate agreement. If the details of a SAT agreed in the Agreement are not defined in such a separate agreement, then the following terms and conditions shall apply:
- 10.2. Supplier shall notify Purchaser at least five (5) working days ahead of the scheduled date of the SAT to enable the latter or his representatives to attend the SAT. The representatives of the parties shall sign a final acceptance certificate ("FAC"). The FAC shall record either (a) the passing of the acceptance test; (b) the passing of the acceptance test with reservation; or (c) Purchaser's refusal to accept the Goods as compliant with the Agreement. Purchaser may not refuse the acceptance due to minor defects, in particular, defects which do not significantly impair the function of the Goods. In the case where Purchaser is entitled to refuse the acceptance of the Goods, Supplier shall remedy the defects, deviations or deficiencies within a commercially reasonable period of time. Supplier shall have the opportunity to remedy issues impacting the SAT until three

(3) formal SAT failures are documented. Upon the reasonable rejection of a third SAT, Purchaser shall have the right to remedy the situation at their own discretion and charge the Supplier commercially reasonable, documented and substantiated costs incurred to achieve the SAT. If the SAT cannot be achieved, Purchaser shall have the right to return the Goods, at Supplier's cost, to the Supplier and cancel the order with no cancellation costs. The cancellation of the order by Purchaser shall be Purchaser's sole and exclusive remedy in the case of an ultimately failed SAT and neither party shall have any further liability or obligation to the other party except for the costs to be paid by Supplier for the cost of the return of the Goods to Supplier. For the purpose of the SAT, the Purchaser shall grant the Supplier access to the plant and Goods.

- 10.3. The Goods shall be deemed to have been accepted, if (a) Purchaser, without proper cause, fails to attend a SAT duly announced by Supplier; or (b) Purchaser has used the Goods for production purposes for more than a month without notifying Supplier of any defects.

11. Warranty

- 11.1. Supplier warrants that the Goods: (a) conform to the agreed specifications and achieve the agreed performance, (b) have been manufactured in accordance with all applicable laws and regulations in force from time to time, (c) are free from defect in materials and workmanship, and (d) are non-infringing on third party patent rights and other intellectual property rights at the place of destination (the place of destination, unless otherwise agreed in the Agreement, being Purchaser's place of business) and in the country of their manufacture. THE FOREGOING LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER GUARANTEES AND WARRANTIES OF QUALITY, WRITTEN, ORAL OR IMPLIED; ALL OTHER WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXPRESSLY DISCLAIMED.
- 11.2. In case of Goods manufactured to specifications, drawings or patterns supplied by Purchaser, Supplier's warranty shall be limited to defects in material and workmanship.
- 11.3. Supplier, at its election, undertakes to repair or replace all defective Goods free of charge after having received Purchaser's written notice thereof, such notice (if no SAT has been agreed) to be given within fourteen (14) days after the receipt of the respective Goods, or, in the event of latent defects, within fourteen (14) days after Purchaser has or should have become aware of the defect.
- 11.4. Purchaser may terminate the Agreement or to demand a reduction of the purchase price,
 - if the repair or replacement of the defective Good is impossible; or
 - if Supplier refuses the repair or replacement or if, for reasons attributable to Supplier, the repair or replacement is unduly delayed.
- 11.5. The warranty period is twelve (12) months and begins, unless otherwise agreed by the parties in a writing signed by authorized representatives of the parties, upon receipt of the Goods by Purchaser (or, in case of a PMA, upon successful completion of the PMA) and ends, at the latest, eighteen (18) months after notification of readiness of dispatch.
- 11.6. The warranty period for repairs or replacements shall be twelve (12) months from the date of replacement or successful repair.
- 11.7. The warranty given hereunder shall not apply to defects or damages resulting from normal wear and tear, improper storage and maintenance, failure to observe the commissioning or operating instructions, over-stressing or overloading, unsuitable operating media, improper repairs or alterations by Purchaser or third parties, defects resulting from the use of other than original spare parts or other reasons beyond Supplier's control.
- 11.8. Used Goods are sold without warranty and "as is".

12. Limitation of Liability

- 12.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING ANY PROVISION IN THIS AGREEMENT OR ELSEWHERE TO THE CONTRARY, EXCEPT FOR DAMAGES FOR BODILY INJURY (INCLUDING DEATH), DAMAGE TO REAL PROPERTY OR TANGIBLE PERSONAL PROPERTY, AND THE INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT: (a) IN ANY ACTION UNDER OR RELATED TO THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, NEITHER PARTY, OR ITS AFFILIATE, SHALL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATE FOR ANY OF THE FOLLOWING EVEN IF INFORMED OF THEIR POSSIBILITY AND WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE: (i) THIRD PARTY CLAIMS FOR DAMAGES; (ii) LOSS OF, OR DAMAGE TO, DATA; (iii) SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES; OR (iv) LOSS OF PROFITS, BUSINESS, REVENUE, GOODWILL OR ANTICIPATED SAVINGS; AND (b) THE MAXIMUM CUMULATIVE LIABILITY OF EITHER PARTY AND ITS AFFILIATES TO THE OTHER PARTY AND ITS AFFILIATES FOR ALL ACTIONS ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE FORM OF THE ACTION OR THE THEORY OF RECOVERY, SHALL IN NO CASE EXCEED THE TOTAL PRICE PAID BY BUYER FOR THE GOODS SOLD BY SUPPLIER WHICH GIVES RISE TO THE CLAIM.
- 12.2. If applicable, Purchaser agrees to cause its customers and anybody in the chain of manufacturing supply and distribution including the end customer to be bound by limitations of liability substantially equal to those contained in this Agreement.
- 12.3. This Article 12 shall survive the termination or expiration of this Agreement.

13. Infringement of Third-Party Intellectual Property Rights

- 13.1. In the event of a claim of infringement of any third party intellectual property rights at the agreed place of destination of the Goods, Supplier, in its sole discretion, shall take the needed steps to ensure for Purchaser a non-infringing source of supply, which may involve securing the needed licenses, redesign of the Goods, or other steps Supplier deems necessary to ensure that non-infringing Goods are delivered to Purchaser.
- 13.2. Supplier shall further indemnify, defend and hold Purchaser harmless from and against all liabilities, costs, damages, claims and expenses (including court costs and reasonable legal expenses and any settlement of such claim or action) incurred by Purchaser in respect of any claim or action brought by a third party against Purchaser or its Purchaser alleging that the Goods or their use by Purchaser or Purchaser's Purchaser infringe the intellectual property rights of such third party.
- 13.3. Notwithstanding the foregoing, Supplier shall not be liable to the extent that the infringement results from the manufacture of the Goods in accordance with instructions or specifications received from Purchaser and Supplier (having taken all reasonable precautions) could not have known that following these instructions would result in an infringement of a third party's intellectual property rights.
- 13.4. The parties will inform each other promptly of all actual or alleged infringements of third-party rights of which they become aware. Supplier will assist Purchaser in its investigation, defense or handling of any such claim, including the provision any documents needed by Purchaser to defend any action.

- 13.5. If Purchaser selects its own legal counsel, Supplier's indemnification extends to the reasonable costs and fees associated with such representation. If Purchaser does not select its own legal counsel, Purchaser will give Supplier sole conduct of the defense of any such claims or actions.

14. Ownership in Documents and Software

- 14.1. Supplier retains all rights in the drawings, plans, technical specifications, images, calculations, brochures, catalogues, models, tools and other documents or in the software supplied to Purchaser, unless Purchaser has specifically ordered and paid for their creation. Purchaser acknowledges these rights and will not, without Supplier's prior written consent, make these documents or the software available to third parties or use them for other than the agreed purpose.
- 14.2. If software forms part of the scope of supply, Purchaser is hereby granted a non-exclusive, non-transferable license to use the software for the agreed purpose. Copies may be made only for archival or debugging purposes or in connection with the replacement of a defective data carrier. Without Supplier's prior written consent, Purchaser is not entitled to update, upgrade, enhance disassemble, decompile, decode or reverse-engineer the software. In case of breach of one of these undertakings Supplier may revoke the right to use the software with immediate effect. This Article 14 shall survive the termination or expiration of this Agreement.

15. Confidentiality

- 15.1. The parties shall not disclose to third parties and shall use solely for the execution of an order all confidential information of which they have gained knowledge in the course of their dealing with the other party, in particular technical information, business secrets and details of the order, such as quantities, technical specifications, commercial terms of an order, etc. as well as any knowledge derived from said information.
- 15.2. Supplier shall ensure that any subcontractors or sub-suppliers to whom confidential information is disclosed for the purpose of executing the sub-contract or sub-order, agree to be bound by these terms.
- 15.3. Without Supplier's prior written consent, Purchaser shall not publish the fact that it has contracted with Supplier to use its business relationship with Supplier for publicity purposes.
- 15.4. Each party agrees that in the event of any material breach or threatened breach of this Article 15, the aggrieved party may, in addition to (but not in substitution for) the other remedies which may be available to it either at law or in equity, file suit in the applicable court or courts in equity to enjoin the other party from the breach of or threatened breach of said covenants.
- 15.5. This Article 15 shall survive the termination or expiration of this Agreement.

16. Protection of Personal Data

- 16.1. The parties may exchange personal data such as names, phone numbers, e-mail addresses and other personal related information in the course of their contractual relationship. In such case, both parties shall use such personal data in accordance with applicable laws on the protection of personal data and ensure that no unauthorized third parties will have access to such personal data without the consent of the affected individuals or based on another legal reason to process such data.
- 16.2. The parties shall keep personal data of the other party strictly confidential and process such data solely for contractual purposes. The party that processes personal data is responsible for the lawfulness of its processing as well as for ensuring the rights of the data subjects.

17. Final Provisions

- 17.1. If a provision hereof or any partial provision is held by any competent court or authority to be invalid or unenforceable, such provision or partial provision will be deemed null and void, the remaining portions hereof continuing to be in full force and effect. The parties shall replace such invalid or unenforceable provision with a valid and enforceable provision having similar economic consequences, provided that the content of these terms and conditions is not materially altered.
- 17.2. No delay or omission of Supplier to exercise any right or remedy granted under the Agreement and these terms and conditions shall operate as a waiver of such rights, and every right and remedy of Supplier provided herein shall be cumulative, concurrent and in addition to any other further rights and remedies available at law or in equity.
- 17.3. Any communication transmitted via facsimile or electronically (e.g., via the internet, including but not limited to EDI, cXML, e-mail) shall also be considered to have been made "in writing".
- 17.4. This Agreement constitutes the complete and exclusive statement of the agreement between the parties hereto. It supersedes all prior written and oral statements, including prior representations, statements, conditions or warranties.

18. Place of fulfilment

- 18.1. Unless otherwise agreed in writing, the place of fulfilment for delivery and payment shall be Supplier's place of business.
- 18.2. Should Supplier be responsible for the assembly or installation of the Goods, the place of fulfilment shall be the location at which assembly or installation takes place.

19. Applicable Law, Arbitration and Jury Trial Waiver

- 19.1. This Agreement is to be construed according to the substantive laws of the State of Michigan applicable to the legal relations between domestic Michigan parties, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and any conflicts of law provisions that would require application of another choice of law.
- 19.2. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by binding arbitration in Detroit, Michigan, before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures to the extent allowed under such rules and if not allowed then JAMS' Comprehensive Arbitration Rules and Procedures shall apply. The arbitrator may, in the award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party. The arbitrator's decision shall be reduced to writing. Further, the award by the arbitrator shall be final and binding on the parties, and judgment upon the award rendered may be entered in any court having jurisdiction thereof.
- 19.3. EACH PARTY WAIVES ITS RESPECTIVE RIGHTS TO A TRIAL BY JURY OF ALL CLAIMS OR CAUSES OF ACTION (INCLUDING COUNTERCLAIMS) RELATED TO OR ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY. THIS WAIVER APPLIES TO ALL SUBSEQUENT AMENDMENTS TO THIS AGREEMENT.

Effective as of July 2019