GÜDEL, INC. (US)
STANDARD TERMS AND CONDITIONS FOR SALE

These Standard Terms and Conditions for Sale ("Terms") govern all sales by Güdel, Inc. ("GÜDEL") in the United States of any standard component parts or standard-component-based modules ("Product") or custom engineered systems ("Systems") or installation, technical, warranty, and other support services ("Services"). All sales of Products, Systems, and Services are expressly limited to acceptance of these Terms and any additional or different terms, whether contained in Buyer's forms or otherwise presented by Buyer, are rejected unless expressly accepted in writing by GÜDEL.

1. Price – Taxes – Payment

1.1. Prices for Products, Systems, and Services are applicable only for delivery within the 48 contiguous United States unless otherwise documented in writing in the proposal by GÜDEL.

1.2. The price of the Products, Systems and Services does not include sales, use, excise or any other taxes, or export duties, or assessments levied by any federal, state, municipal or other governmental authority that may be owed by Buyer as a result of the purchase of the Products, Systems and Services.

1.3. Payments for Products, Systems, and/or and Services shall be made in US Dollars within thirty (30) days after the earlier of delivery or receipt of invoice, unless otherwise agreed to by both parties in writing. Payments not received when due shall bear interest the higher of eighteen percent (18%) per year or the maximum percentage permitted by law.

2. Materials for Testing

All materials, parts or equipment required for tryout or special testing at GÜDEL's facility ("Testing Materials") shall be furnished by Buyer in a timely manner without cost to GÜDEL. Buyer is also responsible for all costs associated with the return of and/or safe disposal of all Testing Materials.

3. Packaging – Shipment – Installation

3.1 GÜDEL will attempt to comply with Buyer's packaging specifications, if any, but GÜDEL reserves the rights to substitute any other methods of packaging that are reasonably comparable to the specifications furnished by Buyer.

3.2 Unless otherwise agreed, GÜDEL shall deliver the Products and Systems EXW (FCA for international delivery) GÜDEL's designated facility, INCOTERMS 2010. GÜDEL may make partial shipments at GÜDEL's sole discretion.

3.3 Shipping dates are approximate. GÜDEL shall endeavor to meet the shipping dates specified by Buyer. However, if GÜDEL is unable to meet such dates, Buyer shall have no claim against GÜDEL for damages resulting from any such failure.

3.4 All Products and Systems shall be installed by and at the expense of the Buyer unless otherwise expressly agreed to by GÜDEL in writing.

3.5 GÜDEL reserves the right to delay shipment of Products and Systems, or deny Services, if Buyer is not current in its payment obligations set forth in paragraph 1.3, above.

3.6 If Buyer requests a delay in shipment of Products and/or Systems, GÜDEL shall be entitled to immediately send any final invoice to Buyer. In addition Buyer shall reimburse GÜDEL storage and insurance charges incurred by GÜDEL caused by the delay.

4. Security Interest

4.1 To secure Buyer's obligation to pay for the Products and Systems Buyer hereby grants to GÜDEL, and GÜDEL shall retain, a first priority purchase money security interest in the Products, Systems, any directly-related Services, and their proceeds (including accounts receivable), which security interest shall be superior to any other security interest granted or created by Buyer and shall be a first lien on the Products and/or Systems. This security interest shall continue until GÜDEL receives full payment of the purchase price of the Products and/or Systems.

4.2 When requested by GÜDEL, Buyer shall execute and deliver any and all documents as may be necessary to allow GÜDEL to perfect its security interest in the Products and/or Systems, including, but not limited to a separately executed security agreement, hypothecation agreement, registration of lien, as well as Uniform Commercial Code financing and similar statements.

4.3 Until full payment, Buyer shall carry such insurance on the Products and/or Systems as GÜDEL may reasonably require.

4.4 The security interest granted GÜDEL in this Section 4 shall not be affected even if the Products and/or Systems are attached to realty or other personal property.

4.5 If default is made in any of the payments by Buyer, GÜDEL shall be entitled to the immediate repossession of the Products and/or Systems without prejudice GUDEL's right to recover any damages which GÜDEL may suffer by reason of the Buyer's refusal or failure to pay or other default by Buyer.

5. Expedited Payment – Cancellation.

5.1 If the financial condition of the Buyer at any time does not, in the judgment of GÜDEL, justify continued performance of any purchase order, GÜDEL: (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.

5.2 GÜDEL may, by written notice to Buyer, and without any liability to Buyer whatsoever, cancel Buyer's purchase order if Buyer:

a) fails to perform any of the terms and conditions contained herein or in the purchase order, and Buyer does not cure such failure to GÜDEL's satisfaction within a period of ten (10) days after receipt of written notice from GÜDEL; 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.

5.3 As a non-exclusive alternative to cancellation, GÜDEL may, by written notice to Buyer, and without any liability to Buyer whatsoever, suspend any of its obligations under a purchase order for any reason referenced in subsection 5.2 above.

5.4 GÜDEL's remedies hereunder are not exclusive and GÜDEL shall be entitled to avail itself of any other remedies available to it at law or in equity.

6. Warranty

6.1 For Services, GÜDEL warrants that the Services will be of workmanlike quality and will be performed by qualified personnel.

6.2 **FOR ALL NEW PRODUCTS AND/OR SYSTEMS AND/OR GÜDEL SOFTWARE, GÜDEL WARRANTS THAT FOR TWELVE (12) MONTHS AFTER DELIVERY OR EIGHTEEN (18) MONTHS AFTER SHIPMENT, WHICHEVER IS FIRST TO OCCUR (THE "WARRANTY PERIOD") THE PRODUCTS WILL MEET THEIR PUBLISHED SPECIFICATIONS. GÜDEL DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND (WHETHER ARISING BY IMPLICATION OR BY OPERATION OF LAW) WITH RESPECT TO THE PRODUCTS OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE OR INFRINGEMENT. THE SOFTWARE WARRANTY DOES NOT APPLY TO DEFECTS THAT OCCURRED FROM: 1) INCORRECT SPECIFICATIONS OR INFORMATION SUPPLIED BY BUYER; OR 2) BY ANY MODIFICATION TO THE SOFTWARE PERFORMED BY BUYER OR ANY THIRD-PARTY UNLESS SPECIFICALLY AUTHORIZED BY GÜDEL IN ADVANCE; OR 3) CORRUPTION OF THE SOFTWARE CAUSED BY THE ADDITION OF UNAUTHORIZED EQUIPMENT OR OTHER SOFTWARE OR VIRUS DIRECTLY OR VIA NETWORKS.**

6.3 **TO THE EXTENT THAT THE PRODUCT AND/OR SYSTEMS INCORPORATES THIRD-PARTY HARDWARE OR SOFTWARE, SUCH THIRD-PARTY HARDWARE OR SOFTWARE SHALL BE COVERED ONLY BY THE HARDWARE OR SOFTWARE PROVIDER'S END-USER LICENSE AGREEMENT WARRANTY AND BUYER'S REMEDIES ARE LIMITED SOLELY TO THOSE SPECIFICALLY CONTAINED THEREIN.**

6.4 In order for the Product and/or Systems warranty under paragraph 6.2 to be valid, Buyer must, within thirty (30) days after receipt of the Product and/or System, complete and return to GÜDEL its Warranty Registration Data Request.

6.5 With regard to Software purchased for upgrades, revisions or additions, GÜDEL warrants that for thirty (30) days after proper installation the Software will be free from errors and defects and shall meet the specifications.

6.6 Warranty travel and related expenses within the 48 contiguous United States will be covered. Travel and related expenses outside the 48 contiguous United States will be invoiced at actual cost plus 10% (in such case, parts and on-site labor will be covered under the standard warranty where applicable).

6.7 Except as otherwise expressly provided herein, GÜDEL warrants that, to the best of its current knowledge, information and belief, the Product(s) and/or the System(s), their sale, possession and intended use do not infringe on any United States or foreign Letters Patent. This warranty extends only to infringement claims which pertain to the Products and/or Systems and to methods performed by the Products and/or Systems. This warranty does not extend to any charge of infringement which pertains to an article of manufacture or which arises by reason of use of the Products and/or Systems in conjunction with other machinery not manufactured by GÜDEL or which arises from use of the Products and/or Systems in the practice of any process involving more than the inherent mode of operation of the Products and/or Systems. GÜDEL reserves the right to discontinue the delivery of any Product or Systems Solution, the manufacture, sale or use of which, in its opinion, would infringe upon any Letters Patent now or hereafter issued and under which GÜDEL is not licensed.

6.8 GÜDEL's Product and System Warranties are void if: (i) the Product and/or System is/are not stored or handled appropriately; (ii) a defect resulted from damage occurring after delivery of the Product and/or System; (iii) a defect was caused by the acts, omissions or negligence of Buyer or a third party; (iv) the Product and/or System was incorrectly installed, misused, altered or was not maintained properly; or (v) the Product and/or System is used or exported outside of the country in which they were delivered without, prior to shipment, notice to and written consent from GÜDEL.

6.9 Preventive maintenance performed as documented and in intervals as specified by GÜDEL and/or the third party component manufacturer is required as a condition of all Product and/or Systems warranties. Preventive maintenance must be provided by GÜDEL authorized service personnel and, if performed by GÜDEL, will be billed to Buyer (or the end-user as the case may be) at prevailing GÜDEL standard parts, field service, and travel rates. If Buyer wishes to perform maintenance on the Product and/or System, then Buyer must ensure that: (a) such maintenance is performed only by individuals that have successfully completed appropriate GÜDEL training; (b) such maintenance is performed in accordance with all Product and/or System and/or third party component documented maintenance intervals; (c) GÜDEL documented maintenance materials are strictly complied with in performing the maintenance; and (d) proper documentation on such maintenance is retained by Buyer and made available to GÜDEL upon request.

6.10 Replacement parts provided, or Product, or System repaired, under warranty are warranted for the greater of either: (a) the warranty provided by the third party manufacturer of the replacement part; or (b) the remainder of the original Warranty Period for the Product or System designed and manufactured by GÜDEL.

7. Defective Products & Services – Remedies

7.1 **Product:** If within the applicable Warranty Period a Product does not conform to the Product Warranty and the warranty is not otherwise excluded as provided herein, then Buyer must, as soon as possible, notify GÜDEL in writing of such non-conformance. Upon receipt of such a report, GÜDEL will schedule an inspection of the alleged defective Product. If GÜDEL determines that the Product does not comply with the Product Warranty, then GÜDEL will repair or replace the defective Product at no cost to Buyer. **SUCH REPAIR OR REPLACEMENT REMEDY IS THE ONLY REMEDY AVAILABLE TO BUYER FOR ANY BREACH, WARRANTY AND SHALL BE EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES OTHERWISE AVAILABLE TO BUYER AT LAW OR IN EQUITY**.

7.2 **System:** If within the applicable Warranty Period a System does not conform to the mutually agreed and documented System Performance Warranty and the warranty is not otherwise excluded as provided herein, then Buyer must, as soon as possible, notify GÜDEL in writing of such non-conformance as well as verify whether any changes were made by the customer and/or end-user, third party, or changes were made in the incoming materials or content. Upon receipt of such a report, GÜDEL will schedule an inspection of the alleged defective System. If GÜDEL determines that the System does not comply with the System Warranty and/or Third Party Supplied Component Warranty, then GÜDEL will repair or replace the defective GÜDEL manufactured Component, Product, GÜDEL custom engineered item(s), third party product, and/or revise the Software at no cost to Buyer. **SUCH REPAIR OR REPLACEMENT REMEDY IS THE ONLY REMEDY AVAILABLE TO BUYER FOR ANY BREACH, WARRANTY AND SHALL BE EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES OTHERWISE AVAILABLE TO BUYER AT LAW OR IN EQUITY**.

7.3 **Service:** If any failure to meet the Service warranty appears within thirty (30) days after the Services are completed, GÜDEL shall again perform, or cure, those Services directly affected by such failure, at its sole expense. **BUYER'S SOLE REMEDY FOR DEFECTIVE SERVICES SHALL BE LIMITED TO THE COST OF REPERFORMING OR CURING SUCH SERVICES. IN ORDER TO RECEIVE THIS REMEDY BUYER MUST NOTIFY GÜDEL, IN WRITING, OF ANY CLAIMED DEFICIENCY WITHIN THIRTY (30) DAYS OF COMPLETION OF THE SERVICES. THE REMEDY SET FORTH HEREIN IS EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES OTHERWISE AVAILABLE TO BUYER AT LAW OR IN EQUITY.**

8. Returns – Cancellation by Buyer

8.1 No Product(s) and/or System(s) component items and/or third party supplied items ("Items") may be returned to GÜDEL without GÜDEL's prior written consent.

8.2 Returned Items must be securely packed by Buyer to reach GÜDEL without damage. Buyer must obtain a Return Authorization Number from GÜDEL prior to returning any Items. Buyer is solely responsible for the costs and risks of returning the Items to GÜDEL. Risk of loss for the returned Items will transfer to GÜDEL when the Item(s) has been unloaded onto GÜDEL'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.

8.3 Buyer's purchase order shall not, for any reason, be cancelled by Buyer without GÜDEL's prior written consent, which consent GÜDEL may withhold in its sole discretion. If GÜDEL consents to such a cancellation, Buyer shall pay GÜDEL as follows: all engineering expenses, work in process, and any raw materials or supplies used, or for which commitments have been made by GÜDEL in connection with such cancelled order (paid for on the basis of GÜDEL's full cost) plus a cancellation premium of fifteen (15%) percent of the full price of the order. No software may be returned.

9. Cancellation/Rescheduling of Training Classes

9.1 Full payment ("Tuition") for a reservation in a GÜDEL training class is expected at the time of scheduling such reservation, unless otherwise agreed to by GÜDEL in writing. **TUITION IS NON-REFUNDABLE**. Rescheduling a reservation with a minimum of two (2) weeks advance notice to GÜDEL 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 GÜDEL is subject to a fee equal to thirty percent (30%) of the Tuition. Upon payment of the rescheduling fee, GÜDEL will issue a voucher to Buyer which may be used by Buyer to reschedule the reservation for a training class held within six (6) months from the voucher date. Unused vouchers are non-refundable.

9.2 Attendance at classes without prior reservation is possible, but will only be allowed at GÜDEL's discretion if available "Seats" and related equipment are available, and after Tuition has been paid in full.

9.3 **GÜDEL RESERVES THE RIGHT TO CANCEL OR MODIFY CLASSES AT ANY TIME.**

10. Exclusion of Certain Damages

IN NO EVENT, AND UNDER NO CIRCUMSTANCES, SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY PUNITIVE, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR SIMILAR TYPE DAMAGES, INCLUDING, BUT NOT LIMITED TO, ANY DIRECT AND INDIRECT LOST PROFITS, LOST REVENUES OR LOST OPPORTUNITIES REGARDLESS OF THE THEORY OF LAW OR EQUITY UNDER WHICH THOSE DAMAGES ARISE REGARDLESS OF WHETHER THOSE DAMAGES WERE FORESEEABLE.

11. Force Majeure

11.1 GÜDEL is not liable or responsible for delay or failure to perform any of GÜDEL's obligations under any purchase order or to make delivery of any Product, System, or Service caused by: (i) any cause beyond its reasonable control, including, but not limited to: labor disputes, industry disturbance, fires, unusually severe weather conditions, earthquakes, floods, declared or undeclared war, acts of terrorism, epidemics, computer malfunctions, civil unrest, military authority, insurrection, embargoes, riots, lack of supplies, delay in transportation, governmental, regulatory or legal action, act of God; or (ii) by acts or omissions of Buyer, including, but not limited to, Buyer's failure to promptly comply with the terms of payment (collectively "Force Majeure Event"). The date of delivery shall be extended for a period equal to the time lost by reason of any of the Force Majeure Event.

11.2 If Buyer delays shipments, payments shall become due from date when GÜDEL is prepared to make shipment. If Buyer delays manufacture, payment shall be based on the contract price and percent of completion.

12. Indemnification

Buyer shall defend, indemnify and hold GÜDEL and its employees and agents harmless, from and against all sums, claims, costs, duties, liabilities, losses, obligations, suits, actions, damages, penalties, awards, fines, interest and other expenses (including investigation expenses and attorneys' fees) that GÜDEL may incur or be obligated to pay as a result of: (i) Buyer's negligence in the use, ownership, maintenance, transfer, export, transportation or disposal of the Product and/or System; (ii) any infringement or alleged infringement of the industrial and intellectual property rights of others arising from Buyer's plans, specifications (including Buyer's trademarks and brand names); (iii) Buyer's violation or alleged violation of any federal, state, county or local laws or regulation, including without limitation, the laws and regulations governing product safety, labeling, packaging and labor practices; and (iv) Buyer's breach of these Terms or any purchase order.

13. Installation, Service, and Site Support

13.1 GÜDEL will furnish adequate Product and/or System installation and operation instructions to the Buyer. Buyer and/or the end-user are solely responsible for installation and use of Product and/or System in compliance of applicable local, State (Province), and Federal laws. If Buyer requests GÜDEL to assist with installation and operation of the Product and/or System GÜDEL may, at its option, charge for such services ("Service Call" or "Site Support") according to its then existing Service Call or Site Support charge(s) plus travel and living expenses.

13.2 In the event of an Installation, Service Call or Site Support by GÜDEL, Buyer shall be responsible for Product, System, site preparation, and accessibility prior to the arrival of any GÜDEL service technician including all safety precautions and obtaining necessary permits. Delays caused by Buyer's failure to complete such preparations may result in the cancellation by GÜDEL of any such Installation, Service Call, or Site Support. Buyer shall be responsible for paying all associated costs and expenses caused by any such delay or cancellation.

14. Export Compliance

14.1 In order to ensure compliance with U.S. export control laws and regulations, including the Export Administration Regulations, at 15 C.F.R. Part 730 *et seq.*, the Office of Foreign Assets Control's ("OFAC") sanctions regulations, at 31 C.F.R. Part 500 *et seq.*, and the International Traffic in Arms Regulations ("ITAR") 22 C.F.R. 121 *et seq.,* Buyer certifies as follows:

a) Buyer acknowledges that its use of Products, Systems, and any related technology and services are subject to U.S. export laws and regulations.

b) Buyer is not a citizen, national, permanent resident of, or incorporated or organized to do business in, and is not under the control of the governments of Cuba, Iran, North Korea, Sudan or Syria or to any other destination to which the U.S. government may in the future prohibit exports. Buyer will not sell, export, re-export or cause to be exported Products, Systems, any related technology or software, and/or portions thereof, directly (or indirectly through its agents or employees) to the above mentioned countries or to citizens, nationals or permanent residents of those countries.

c) Buyer is eligible to receive exports of Products and Systems. Buyer has not been deemed by the U.S. government to be ineligible to receive exports and, in particular, is not listed on any of OFAC's list of Specially Designated Nationals or on the U.S. Department of Commerce's Table of Denial Orders or Entity List or Unverified List. Buyer will not sell, or otherwise re-export Products and/or Systems, directly or indirectly, to any ineligible persons.

d) Buyer will not use the Product, and/or System and will not enable the Product and/or System to be used for any purposes prohibited by U.S. export laws and regulations, including the development, design, manufacture or production of nuclear, missile, chemical and biological weapons and technology, or other defense articles and/or defense services as defined in the US Munitions List pursuant to the Arms Export Control Act [22 U.S.C. 2778 (a)] without first obtaining proper authorization and licensing from the proper Federal agency or agencies.

14.2 Buyer shall notify GÜDEL in writing of its intention to sell GÜDEL Products and/or Systems to any portion of the United States Government, or any Government or related contractor, in advance of issuing any pricing or acceptance of any purchase order. Integrator and end-user customer are prohibited from using GÜDEL Products and/or Systems for the development or production of weapons of mass destruction, including but not limited to nuclear weapons, biological weapons, chemical weapons, or missiles.

15. Governing Law

These Terms and the of the sale of Products, Systems, or Services between GÜDEL and Buyer shall be governed by, and shall be construed in accordance with, the law of the State of Michigan, without regard to its conflicts of law provisions. **THE PARTIES AGREE THAT THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALES OF GOODS (CISG) DOES NOT APPLY TO ANY SALE OF PRODUCTS OR SERVICES AND THE PARTIES HEREBY WAIVE APPLICATION OF SAME PURSUANT TO ARTICLE VI THEREOF.**

16. Jurisdiction and Venue

Buyer irrevocably submits and agrees to the exclusive jurisdiction of the state and federal courts sitting in the State of Michigan in any action, suit or proceeding related to, or in connection with, any sale of Components, Products, Systems, or Services between the parties and, to the extent permitted by applicable law, Buyer waives and agrees not to assert as a defense in any such action, suit or proceeding any of the following claims and defenses: (i) that Buyer is not personally subject to the jurisdiction of the State and Federal courts of Michigan; (ii) that the venue of the action, suit or proceeding is improper; (iii) that the action, suit or proceeding is brought in an inconvenient forum; or (iv) that the subject matter of any contract for the sale of Products, Systems, or Services may not be enforced in or by the State or Federal courts of the State of Michigan. Without prejudice to any other mode of service, Buyer consents to service of process relating to any such proceedings by personal service or repaid mailing (air mail if international) in registered or certified form a copy of the process to the Buyer.

17. Proprietary Information/Limited License

All of the documentation provided by GÜDEL with the Product and/or System (or during training) is proprietary in nature. Title, ownership, copyrights, and all other rights and interests in the content of such documentation is and remains the exclusive property of GÜDEL. Buyer is granted a limited non-exclusive license to use the documentation for its own purpose with respect to the operation of the Product and/or System. Except as provided otherwise herein, without the prior written consent of GÜDEL, Buyer may not alter, copy, modify, reproduce, license, copy, assign, convey, electronically mail, transfer or distribute the documentation to any third party.

18. Mutual Non-Disclosure

Buyer and GÜDEL recognize that there is a need to disclose to each other certain confidential information to be used only for the business related to the PO and to protect such confidential information from unauthorized use and disclosure. In consideration of the other party's disclosure of such confidential information, each party agrees as follows:

18.1 "Confidential Information" means any technical or financial information, as well as Buyer and GÜDEL lists, information about the environmental condition of the disclosing party's properties or assets, employment information and any other business information disclosed by one party to the other party that is marked "confidential" or "proprietary" at the time of such disclosure or if disclosed orally, is identified as "confidential" or "proprietary" at the time of such disclosure, and is summarized in a writing sent by the disclosing party to the receiving party within thirty (30) days after any such disclosure; and any information that under the circumstances, a person exercising reasonable business judgment would understand to be confidential or proprietary.

18.2 Confidential Information will not include information that:

(a) is now or thereafter becomes generally known or available to the public, through no act or omission on the part of the receiving party;

(b) was known by the receiving party prior to receiving such information from the disclosing party and without restriction as to use or disclosure;

(c) is rightfully acquired by the receiving party from a third party who has the right to disclose it and who provides it without restriction as to use or disclosure; or

(d) is independently developed by the receiving party without access to any Confidential Information of the disclosing party.

(e) the recipient is required to disclose by law or court order, provided that prior to disclosing such information, the receding party first gives the disclosing party reasonable notice of the need to make such disclosure and affords the disclosing party a reasonable opportunity to protect the requested information. The receiving party shall disclose only such information as it is required to disclose by the applicable law or court order.

18.3 Each party agrees: (i) to maintain the other party's Confidential Information in strict confidence; (ii) not to disclose such Confidential Information to any third parties; and (iii) not to use any such Confidential Information for any purpose except for the Business Purpose. Each party may disclose the Confidential Information of the other party to its employees and consultants who have a bona fide need to know such Confidential Information for the business related to the PO, but solely to the extent necessary to pursue the project and for no other purpose; provided that each such employee and consultant first executes a written agreement (or is otherwise already bound by a written agreement) that contains use and nondisclosure restrictions at least as protective of the other party's Confidential Information as those set forth.

18.4 Upon the disclosing party's request, the receiving party will promptly return to the disclosing party all tangible items and embodiments containing or consisting of the disclosing party's Confidential Information and all copies thereof (including electronic copies).

18.5 All Confidential Information remains the sole and exclusive property of the disclosing party. Each party acknowledges and agrees that nothing in this Agreement will be construed as granting any rights to the receiving party, by license or otherwise, in or to any Confidential Information of the disclosing party, or any patent, copyright or other intellectual property or proprietary rights of the disclosing party, except as specified in this Agreement.

18.6 **ALL CONFIDENTIAL INFORMATION IS PROVIDED BY THE DISCLOSING PARTY "AS IS".**

18.7 Each party acknowledges that the unauthorized use or disclosure of the disclosing party's Confidential Information would cause the disclosing party to incur irreparable harm and significant damages, the degree of which may be difficult to ascertain. Accordingly, each party agrees that the disclosing party will have the right to obtain immediate equitable relief to enjoin any unauthorized use or disclosure of its Confidential Information, in addition to any other rights and remedies that it may have at law or otherwise.

19. Miscellaneous

19.1 If any provision of any purchase order or these Terms are held by a court of competent jurisdiction to be contrary to law or public policy that provision shall be enforced to the extent permissible and the remaining provisions of any purchase order or these Terms remain in full force and effect.

19.2 The waiver by GÜDEL of any breach by Buyer of any provision of any purchase order or these Terms may not be construed to be either a waiver of the provision itself as to subsequent application or enforcement or any other provision of any purchase order or these Terms.

19.3 Nothing that in any way purports to modify any of these Terms is binding upon GÜDEL unless made in writing and signed by an authorized officer of GÜDEL.

19.4 Buyer may not, directly or indirectly through one or more other persons or entities (whether as a principal, owner, shareholder, partner, member, joint venture, officer, director, manager, consultant, employee, agent, lender or otherwise), use the Products and/or Systems (or any GÜDEL documentation or proprietary information provided with the Products) to engage in any activity that is substantially similar to or competitive with any part of GÜDEL's or its affiliates' business, including, but not limited to, designing, manufacturing, selling and servicing industrial linear motion components, linear motion modules based on component Products, or gantry robots, or developing, selling, or in any way providing industrial linear motion components, linear motion modules based on component Products, or gantry robot training programs. By placing a purchase order for the Products and Systems Buyer acknowledges that this Paragraph 18 is reasonable and valid in all respects. If a final judgment of a court of competent jurisdiction or arbitral body declares that any term or provision of this Paragraph 18 is invalid or unenforceable, GÜDEL and Buyer agree that the court or arbitral body making the determination or invalidity or unenforceability shall have the power to reduce the scope, duration, or area of the term or to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term and the covenants set forth in this Paragraph 18 shall be enforceable as so modified. To the extent permitted by applicable law, the parties waive any provision of law that renders any covenant in this Paragraph 18 invalid or unenforceable in any respect.

19.5 In case of a conflict between these Terms and an individual purchase order, these Terms shall prevail unless GÜDEL has expressly agreed to the conflicting term in its acceptance or purchase order acknowledgment. In case of a conflict between a purchase order and GÜDEL's acceptance or purchase order acknowledgment, the acceptance or purchase order acknowledgment shall prevail.

19.6 GÜDEL and Buyer declare their commitment to a corruption-free business community, undertake to refrain from any kind of corrupt conduct and any other kind of criminal practices, and to take all necessary measures to prevent such. They undertake in particular to take precautionary measures against the following listed serious transgressions:

a) Criminal acts in business transactions, particularly money laundering, fraud, criminal breach of trust, forging of documents, forging of technical sketches/notes, forging of evidentiary-relevant data, causing the recording of false declarations/facts, perjury, concealment of documents, and collusive bidding in conjunction with tender invitations;

b) The offering, promising, or granting of advantages to national or foreign public officials, office holders, or persons under a special obligation to the public service who decisively participation in the granting or execution of contracts;

c) The offering, promising, granting/promoting, obtaining of promises (for oneself), and accepting of advantages to/from business partners in exchange for unfair preferential treatment in national or international business transactions;

d) The disclosure or procurement (for oneself) of trade and business secrets, and the unauthorized exploitation of (technical) patterns/models; and

e) Violations of competition and antitrust law.