

Terms and Conditions for the Sale of Products and Providing Services

Unless a current signed customer agreement is already in place, these terms and conditions shall apply to all Orders (defined below) placed through Jacobs Vehicle Systems, Inc (a division of Cummins Inc.) (“JVS”). An order constitutes an offer the party who purchases or agrees to purchase JVS “Products” or acquire JVS engineering services (“Services”) in accordance with these terms and conditions (an “Order”). JVS and Buyer may also be referred to herein individually as a “Party” and together as the “Parties.” The term “Contract” means the written contract concluded between JVS and the Buyer (including such written specifications, quotations, drawings, development agreements, and other documents as may be expressly incorporated into it by reference) and incorporating these terms and conditions.

- 1. Acceptance.** All Orders are subject to acceptance by JVS (evidenced by written acknowledgment and confirmation, JVS commencing manufacture of the Products and/or Products being dispatched to Buyer), in its sole discretion. JVS shall be under no obligation to supply Products to Buyer until such confirmation is given, at which point a contract which incorporates these terms and conditions and any special terms on the written order acknowledgment comes into existence (a “Contract”). JVS hereby objects to and rejects any other terms or conditions appearing on, incorporated by reference in, or attached to Buyer’s purchase order(s). Buyer’s acceptance of JVS’s Products or Services called for in said purchase order(s) shall constitute its acceptance of these terms and conditions.
- 2. Prices.** The prices of Products sold by JVS to Buyer will be based on JVS’s quotation provided, however, JVS reserves the right to invoice at prices prevailing at the time of dispatch. Charges will be applied to the invoice for all applicable taxes, carriage and freight (including insurance), packing, boxing and special tests or inspections. In the event of a variation to an Order placed by Buyer, the prices already stated shall be adjusted accordingly. Written quotations for Products or Services expire automatically thirty (30) days from the date issued and are subject to change or termination prior to Buyer’s acceptance during that period.
- 3. Taxes.** All prices for Products/Services are exclusive of, and Buyer agrees to pay any and all excise, sales, use, transfer, personal property and/or value-added tax (VAT), import duty and any and all other taxes and duties imposed by any national, federal, state, municipal or other governmental authority with respect to the Products/Services or their sale, excepting only taxes based on JVS’s income. Buyer must obtain and provide JVS any certificate of exemption or similar document required for any tax relief or exemption.
- 4. Terms of Payment.** Time of payment shall be of the essence. All invoices shall be paid in full, without any set-off, discount or reduction whatsoever, net within thirty (30) days after delivery or such shorter period as may be requested by JVS in writing. No payment shall be deemed to be received until JVS has received cleared funds JVS reserves the right, in its sole discretion, to require full or partial pre-payment, letters of credit, or cash on delivery and to revoke any credit previously extended. JVS reserves the right to request and review Buyer’s financial information to establish credit terms and limits from time to time. Such terms and limits may be changed at JVS’s sole discretion with or without notice to Buyer. All payments must be made in the currency and to the bank or address of JVS indicated on JVS’s invoice. JVS reserves the right to assess, and Buyer agrees to promptly pay, service charges of one and one-half percent (1½%) per month on overdue accounts, or the maximum amount permitted by law, whichever is lower. If any particular invoice is not paid when due, Buyer agrees to pay all collection costs if Buyer’s account is referred outside for collection or, if suit is brought to collect Buyer’s account, Buyer agrees to pay all costs and reasonable attorneys’ fees.

Notwithstanding any other provision, all payments payable to JVS under the Contract shall become due immediately upon termination of the Contract for whatever reason.

5. **Place of Delivery and Method of Tender/Risk of Loss.** Delivery of Products shall be FCA (Incoterms 2020) JVS's facility. Buyer agrees to pay all transportation charges incurred after the Products/Services are delivered to the carrier and to reimburse JVS for any transit insurance or freight pre-paid for the Products by JVS. Freight and insurance charges are merely estimates based on currently prevailing rates. As these charges are beyond the control of JVS, any variations existing at the time of shipment are for the account of Buyer. The date of delivery is the date on which carrier collects the Products or deliverables from JVS. JVS reserves the right to deliver the Products in any Order and to make partial deliveries. All delivery dates are approximate only. While JVS will use its reasonable endeavors to avoid any delay in delivery on notified delivery dates, failure to deliver by the specified date will not be accepted as sufficient cause for cancellation, nor will JVS be liable for late delivery arising out of any cause whatsoever or for any loss arising therefrom. Where delivery is to be made by instalments, delay in delivering one instalment shall not entitle Buyer to refuse to accept the remaining instalments. For the avoidance of doubt, time for delivery shall not be of the essence of the Contract. Where Buyer furnishes special transportation instructions, any special expense is to be borne by the Buyer, including special handling, packaging and additional freight charges. When export instructions or special packing are required and have been agreed upon by the Parties, any extra charges such as export duties, licenses, fees and the like shall be borne by Buyer. Subject to applicable law, JVS upon notice to Buyer may retain title to the Product or deliverables until such time as JVS receives payment in full from the Buyer. Where Products delivered are not as specified in JVS's invoice, or where Products have been incorrectly delivered, Buyer undertakes to protect such Products and to notify JVS so that proper disposition can be effected.

6. **Inspection and Acceptance of Products.** Buyer shall accept and inspect all shipments immediately upon arrival, except in the case where Buyer's source inspector or authorized representative inspects the Products at JVS's facility. All claims in respect of loss or damage in transit or non-delivery must be settled between the carrier and Buyer and will not be the subject of a claim against JVS. Where Products are alleged to be visibly defective or visibly damaged from a reasonable inspection by Buyer, written notice of the defect or damage must be given to JVS within three (3) working days from the date of receipt of the Products. Where Products are otherwise alleged to be defective or faulty, written notice of the defect must be given to JVS within fourteen (14) working days from the date of receipt of the Products after which time such Products shall be deemed accepted by Buyer. Claims in respect of rejected or defective Products will not be accepted until such claims have been received at JVS's premises and notification of dispatch by Buyer will not be accepted as proof of delivery.

7. **Installation / Maintenance.** Unless otherwise specified in writing on a quotation provided by an authorized representative of JVS, Buyer assumes responsibility for installation of the Products. Buyer assumes responsibility for any required maintenance on the Products.

8. **Delays.** JVS is not liable for loss, damage, detention or delay due to causes beyond its reasonable control for delivery of Products or Services, including but not limited to: Acts of God, acts of Buyer, acts of civil or military authority, fires, strikes, floods, terrorism, epidemics, pandemics, war, riot, delays in transportation, government restrictions or embargoes, or difficulties in obtaining necessary labor, materials, manufacturing facilities or transportation due to such causes. In the event of a delay due to any cause beyond JVS's reasonable

control, JVS may allocate production and deliveries among its customers, the time for delivery to Buyer will be extended for a period equal to the duration of the delay, and Buyer will not be entitled to refuse delivery or otherwise be relieved of any obligations as the result of the delay. In the event of a delay in delivery in excess of ninety (90) consecutive days, the Buyer and JVS each have the right upon written notice to terminate the Contract or any undelivered portion thereof without penalty. Products for which delivery is delayed due to any cause within Buyer's control may be placed in storage by JVS at Buyer's risk and expense and for its account. Buyer will be liable for all costs and expenses incurred by JVS in holding or storing Products for Buyer or at Buyer's request. JVS shall not be liable to Buyer under this Contract for any damages, losses or expenses caused by such circumstances. JVS reserves the right to withhold shipments in whole or in part if Buyer fails to make any payment to JVS when due or otherwise fails to perform its obligations hereunder.

9. Warranty.

- a) Warranty. Subject to the terms of this Section 10a. and any application or region which may limit the warranty below in terms of time in service and or hours/miles/kilometers of usage for a maximum period, JVS warrants that the Products provided to Buyer shall for a period of one (1) year from the date of delivery from JVS's facility ("Warranty Period") (i) meet the specifications for the Products if any provided by JVS; and (ii) be free from defects in workmanship and material.
- b) Remedy. If a Product is defective in workmanship or material or does not meet the specification, if any, JVS will at its option, during the Warranty Period, (i) repair or replace the Product at no charge to Buyer, or (ii) provide to Buyer a credit equal to the purchase price of the Product, provided Buyer provides prompt written notice of the defect within the Warranty Period. Freight charges for Products returned to JVS for repair/warranty analysis are the responsibility of Buyer, and upon such return, Buyer must properly package such Product to protect against risk of loss and damage, including damage from electrostatic discharge. Such repair, replacement or issuance of a credit shall be Buyer's sole and exclusive remedy with respect to a breach of the warranty set forth herein. All costs of de-installation or re-installation of the Product shall be borne by Buyer. Products that are repaired or replaced during the Warranty Period are warranted for a period of six (6) months from the date of repair or replacement or the unexpired term of the original Warranty Period, whichever period is shorter. Where Products are replaced pursuant to this Section 10, Buyer shall be invoiced for the replaced Products and then issued a credit for such Products to be applied against future orders. If it is determined by JVS that the Product returned is not defective, Buyer agrees to pay JVS a service fee of One Hundred (USD 100) Dollars per Product return. For purposes of clarification, JVS shall not be responsible for progressive damage and does not assume or warrant any other obligations regarding any other products including but not limited to Buyer's systems.
- c) Warranty Exclusions. If, however, upon inspection of any of the Products to which this warranty applies, JVS determines that a claimed defect resulted from (i) normal wear and tear, including corrosion; (ii) installation and/or maintenance by Buyer or a third party; (iii) misuse or abuse, whether willful or negligent, of any of the Products by any person other than JVS; (iv) modifications, alterations, service, repair or replacement made by Buyer or a third party during the Warranty Period that were not requested or authorized by JVS; (v) any combination or use of the Products with any incompatible equipment or ancillary products that may be connected to the Products; (vi) accidents or damage resulting from fire, water, wind, hail, lightning, electrical surge or failure, earthquake, theft or similar causes not caused or contributed to by the negligence of JVS or its employees, agents or subcontractors; (vii) causes beyond JVS's reasonable control; then the warranty shall be

null and void and cease to apply. JVS shall have the sole right to determine whether Products are actually defective and the cause of the alleged defect.

d) **Services.** Unless otherwise set forth in a development agreement signed by both Parties, JVS is providing the Services to JVS, "AS IS WITH ALL FAULTS." Unless otherwise agreed in writing, JVS shall have no obligation to re-perform any Services or provide any credits to Buyer in connection with any Services or deliverables provided by JVS to Buyer.

The warranty set forth in this Section 10 is the sole and exclusive warranty made by JVS in regard to the Products. Except for the warranty set forth in this Section 10, the Products are assigned, conveyed, sold, transferred and delivered to Buyer on an "AS IS, WHERE IS" basis. EXCEPT AS PROVIDED IN THIS SECTION 10, JVS MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ANY REPRESENTATION OR WARRANTY ARISING FROM USAGE OF TRADE OR COURSE OF DEALING OR ANY OTHER REPRESENTATION OR WARRANTY AND SUCH REPRESENTATIONS AND WARRANTIES ARE EXPRESSLY DISCLAIMED AND EXCLUDED. IF NOT EXCLUDED BY THESE TERMS AND CONDITIONS, IMPLIED WARRANTIES ARE LIMITED TO THE PERIODS OF WARRANTY SET FORTH IN THIS SECTION 10. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES. JVS Without limiting the foregoing, JVS does not warrant that the Products or Services will be suitable for Buyer's specific needs, will work in any particular environment, will perform without interruption or be error free, or will work in conjunction with Buyer's equipment, applications or requirements.

10. **Prototypes.** From time to time, JVS may provide Buyer with sample or prototype Products for test and evaluation purposes only to determine whether the prototypes function for the intended purpose under normal operation, and prototypes shall not be transferred, delivered or sublet to any third party without the written consent of JVS. Buyer acknowledges all charges associated with a transaction involving a prototype are for engineering services and ordinary material costs for provision of parts. No part of any charge associated with a transaction involving a prototype under this Contract is related to any novel aspect of any prototype. The prototype shall at all times remain and be the sole and exclusive property of JVS. Buyer shall not make any changes or modifications to the prototype except with prior express written permission from JVS. JVS retains all rights and control of all prototypes and data generated in testing activities, and Buyer agrees that any details about the prototypes, all testing and data, and the fact of receiving the prototypes are all confidential information that must not be disclosed to third parties unless permitted under Section 19. JVS Prototypes shall be provided "AS IS WITH ALL FAULTS" without warranty of any kind. Buyer agrees that any use of the prototypes is at Buyer's sole risk. Under no circumstances shall the prototypes be used in any production or commercial environment, technology, device or other machinery and JVS shall assume no liability for such unauthorized use. JVS shall not be liable to the Buyer or any third party for any claim, loss or damage, including without limitation any injury or property damage caused in the case the Buyer transfers or otherwise provides the prototypes to a third party and/or has used prototypes inappropriately.

11. **Intellectual Property Rights.** Any intellectual property rights, including but not limited to know-how, data, results, and/or inventions, created by JVS in the course of the performance of any Contract or otherwise in the development or manufacture of the Products, whether or not patentable, copyrightable, or susceptible to any

other form of legal protection, shall remain the sole property of JVS. Nothing in these conditions shall be deemed to have given Buyer a license or any other rights to use any of the intellectual property rights of JVS. Buyer's rights in and to the JVS's intellectual property are limited to those rights as expressly set forth in this Contract. All rights not expressly granted to Buyer under this Contract are expressly reserved by JVS.

12. **Patent Indemnification.**

A. **Indemnification.** Subject to Section 14 below, JVS shall indemnify and hold Buyer harmless from costs and damages arising out of any claim or action brought by a third party for infringement of a valid patent by reason of the sale and/or JVS's recommended use of Products purchased hereunder; provided that Buyer notifies JVS promptly in writing of any such action and gives JVS full and exclusive control of the defense and settlement thereof, and such infringement arises at the point of transfer of ownership of such Products from JVS to Buyer, and provided further that Buyer shall (a) not have made any changes, alterations or modifications to the Products in a manner not authorized by JVS; (b) not have provided JVS with drawings, specifications or other directions to which the Products are required to conform; (c) have made all payments to JVS then due under the Contract; and (d) provide all needed or requested information, assistance and authority to enable JVS to defend against such claims.

B. **Non-Infringement.** If any Products sold to Buyer under this Contract are held in and of themselves, by final court decision from which no appeal can be taken, to infringe any formal intellectual property of any third party and their use is enjoined, or in the event of a settlement or compromise approved in writing by JVS that precludes future use of any Products sold to Buyer under this Contract, then JVS (a) shall pay any final and unappealable award of damages in such suit to the extent such damages are directly attributable to such infringement and (b) shall, at JVS's own expense and at JVS's sole option (i) procure for Buyer the right to continue using such Products to the extent contemplated in the Contract; (ii) modify such Products to render them non-infringing; (iii) replace such Products with non-infringing Products; or (iv) refund the price paid by Buyer for such Products after Buyer's return of such Products to JVS. This Section 12 states JVS's sole obligation and Buyer's exclusive remedy with respect to any loss for alleged patent, trademark or copyright infringement, and, as set forth in Section 14, JVS's liability for any such alleged infringement shall not exceed the total price paid by Buyer for such Products under this Contract.

13. **Indemnification.** Buyer acknowledges that JVS places particular reliance upon the provisions of the Contract and in addition to any other remedy available to JVS. Buyer irrevocably and unconditionally agrees to indemnify JVS, its employees, sub-contractors and agents (who shall have no duty to mitigate their loss) in full and on demand and keep them so indemnified against all claims, demands, actions, proceedings and all direct and indirect damages, losses, costs and expenses incurred or suffered by any of them and whether wholly or in part resulting directly or indirectly from the matters listed below whether or not such losses or the consequences of the matters listed below were foreseeable at the date of the Contract: (i) the manufacture and sale of the Products by JVS in accordance with Buyer's designs, drawings, specifications or other data or information furnished or instructions given by Buyer; (ii) any breach by Buyer of its obligations under the Contract; and (iii) where, upon resale by Buyer, the warranty set forth in Section 10 provided by JVS with the Products is not assigned on the same terms and conditions as set out in this Contract. Notwithstanding the foregoing, in the event that any claim for which JVS is entitled to indemnification under this Section 12 arises out of a claim of intellectual property infringement by a third party, JVS shall have the right to control and manage the defense of such claim and the settlement thereof.

14. **Limitation of Liability.** IN NO EVENT SHALL JVS BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE LOSS OR DAMAGE OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, PROPERTY DAMAGE, LOSS OF PROFIT (WHETHER DIRECT OR INDIRECT), LOSS OF REVENUE, DAMAGE TO GOODWILL, ENHANCED DAMAGES, AND/OR MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY) HOWSOEVER CAUSED ARISING FROM THE CONTRACT OF SALE OR THE USE OF PRODUCTS. WITHOUT PREJUDICE TO ANY OF THE FOREGOING, THE SOLE AND EXCLUSIVE LIABILITY OF JVS ON ANY CLAIM FOR LOSS OR LIABILITY ARISING OUT OF OR CONNECTED WITH ANY ORDER, OR THE MANUFACTURE, SALES, DELIVERY, RESALE OR USE OF ANY PRODUCTS COVERED BY ANY SUCH ORDER (INCLUDING, BUT NOT LIMITED TO, LOSS OR LIABILITY ARISING FROM BREACH OF CONTRACT) SHALL, BE LIMITED TO THE TERMS OF THE WARRANTY SET FORTH IN SECTION 10. JVS shall have no liability whatsoever unless JVS deems there to be a warrantable failure as set out in Section 10 and Buyer complies with the provisions of Section 10. Nothing in these conditions shall in any way exclude or limit JVS's liability for death or personal injury caused by JVS's negligence, for fraudulent misrepresentation or otherwise not permitted to be excluded by law. THE MAXIMUM LIABILITY, IF ANY, OF JVS FOR ALL DAMAGES, INCLUDING WITHOUT LIMITATION, CONTRACT DAMAGES AND DAMAGES FOR PROPERTY, WHETHER ARISING FROM JVS'S BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, IS LIMITED TO AN AMOUNT NOT TO EXCEED THE AGGREGATE PURCHASE PRICE OF THE APPLICABLE PRODUCTS PAID TO JVS BY BUYER UNDER THE APPLICABLE ORDER.

15. **Compliance.**

A. Compliance with Export Controls.

Buyer shall comply with, and shall ensure that its directors, managers, officers, employees, agents, representatives, affiliates, and other associated persons comply with, all applicable laws, regulations, and other restrictive measures governing import and export controls, embargoes, sanctions, and boycott laws ("Trade Controls"), including those imposed by the European Union or its Member States, the United Kingdom, and the United States. Buyer shall not, directly or indirectly, sell, resell, export, re-export, distribute, transfer or dispose of the Products (or related technology or products equipped with the Products), or provide related services, without first obtaining all necessary written permits, consents and authorizations, and completing such formalities as may be required under applicable Trade Controls. Buyer shall not, directly or indirectly, sell, resell, export, re-export, distribute, transfer or dispose of Products (or related technology or products equipped with Products), or provide related services:

- to or for the benefit of a person or entity that is the target of U.S., EU, UK, or other applicable sanctions, including as a result of designation on applicable sanctions lists of prohibited or restricted parties (including, but not limited to, the U.S. Department of the Treasury Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List, the EU Consolidated Financial Sanctions List and Member States' sanctions lists, and the United Kingdom Consolidated List of Financial Sanctions Targets) ("Sanctioned Person");
- to or for the benefit of an entity owned 50% or more or otherwise controlled, directly or indirectly, by one or more Sanctioned Persons;

- to or for the benefit of a person or entity located, organized, or resident in a country or region that is the target of comprehensive sanctions or with which Jacobs has decided not to engage due to significant corruption, financial crime, terrorist financing, political, and business risks (currently including Belarus, Cuba, Iran, North Korea, Syria, Russia, and the Ukrainian regions of Crimea, Donetsk, Luhansk, and Sevastopol) (a “Restricted Country”);
- to or for the benefit of a person or entity acting or purporting to act, directly or indirectly, on behalf or at the direction of a Sanctioned Person or persons referred to in the preceding bullets in this subsection; or
- for a military use in countries subject to arms embargoes imposed by the European Union or its Member States, the United Kingdom, and/or the United States or to a Restricted Country.

Jacobs may notify the Buyer of changes to the persons and countries affected by this Section 15A, including changes to the list of Restricted Countries, at any time. Buyer hereby acknowledges and agrees that any breach of or failure to comply with this Section 15A shall constitute a material breach of these terms and conditions and shall be grounds for immediate termination of this Agreement. Buyer shall protect, indemnify and hold harmless Jacobs and its affiliates from and against any claim, damages, liability costs, fees, and expenses (including attorneys’ fees and legal defenses related to such defense), fines, and penalties incurred by Jacobs and its affiliates as a result of Buyer’s breach. Without prejudice to Clause 8, Jacobs will have the right to terminate an Order where it has sufficient grounds to believe that applicable Trade Controls would (i) prohibit either Buyer or Jacobs from performing their obligations; or (ii) subject either Buyer or Jacobs to possible penalties or enforcement actions; or (iii) frustrate the performance of the obligations of either Buyer or Jacobs under these terms and conditions. In such case, Jacobs shall have no further obligation to Buyer whatsoever hereunder. Buyer shall impose the compliance requirements set out in this Section 15a in its contracts with affiliates and sub-contractors, if any, pertaining to Jacobs and/or Products.

B. Compliance with Anti-Bribery Laws.

Buyer shall comply with, and shall ensure that its directors, managers, officers, employees, agents, representatives, affiliates, and other associated persons comply with, the U.S. Foreign Corrupt Practices Act of 1977 (the “FCPA”), as amended (15 U.S.C. §§78dd-1 et seq.), the UK Bribery Act 2010, and other applicable anti-bribery or anti-corruption laws and regulations (collectively, the “Anti-Bribery Laws”). Buyer and its directors, managers, officers, employees, agents, representatives, affiliates, and other associated persons shall not make, offer, promise, authorize, or deliver any payment, gift of any kind, or anything of value, directly or indirectly, to any government official or employee or any other person or entity, including those in the private or commercial sector, for the purpose of influencing any act or decision of such person or securing an improper advantage to assist Jacobs or Buyer or its affiliates in obtaining or retaining business. Buyer represents and warrants that Buyer has not and will not commit any act of bribery. Buyer shall impose the compliance requirement set out in this Section 15B in its contracts with affiliates and sub-contractors, if any, pertaining to Jacobs and/or the Products.

Buyer shall be solely responsible for the performance of any person to whom any rights or obligations under this Agreement are subcontracted, delegated, or assigned and shall ensure that such person complies in full with this Section 15B in the same manner as Buyer is required to comply. Buyer hereby acknowledges and agrees that any breach of or failure to comply with this Section 15B shall constitute a material breach of the Agreement and shall be grounds for immediate termination of this Agreement. In such case, Jacobs shall have no further obligation to Buyer whatsoever hereunder. Buyer shall protect, indemnify, and hold harmless Jacobs and its

affiliates from and against any claim, damages, liability costs, fees, and expenses (including attorneys' fees and legal defenses related to such defense), fines, and penalties incurred by Jacobs and its affiliates as a result of Buyer's breach.

16. **Assignment.** Buyer may not delegate any duties nor assign any rights or claims hereunder without our prior written consent of JVS, and any such attempted delegation or assignment shall be void.

17. **Insolvency.** If Buyer becomes insolvent or makes any composition for the benefit of its creditors, goes into liquidation, voluntarily or compulsorily (other than for the purpose of reconstruction or amalgamation) or if a receiver is appointed or security is enforced over any of its assets or any event that occurs in relation to the Buyer that is analogous to the aforementioned events in any jurisdiction, JVS shall be entitled, at JVS's option, to discontinue further performance of all or part of the Contract, to withhold shipments, in whole or in part, and/or to recall Products in transit, retake same, and repossess all Products which may be stored with JVS for Buyer's account, without the necessity of taking any other proceedings. Any such termination shall be without compensation to Buyer and without prejudice to any rights of JVS under these terms and the Contract.

18. **Breach of Contract.** JVS may, as it thinks fit, (without prejudice to any other rights or remedies it may have against Buyer) immediately suspend further performance of the Contract or cancel any outstanding delivery of the Products or stop any Products in transit or by notice in writing to Buyer terminate the Contract without liability to JVS if (i) Buyer (A) commits a material breach of any of its obligations under the Contract which is incapable of remedy or (B) fails to remedy a breach of its obligations under the Contract which is capable of remedy after having been requested in writing by JVS to remedy or desist from such breach within a period of fourteen (14) days; or (ii) any sum payable under the Contract is not paid within seven (7) days of its due date for payment in accordance with this Contract; or (iii) Buyer experiences a change of control in its ownership or its voting interests.

19. **Governing Law.** This Contract is to be governed by and construed according to the laws of the State of Connecticut. The United Nations Convention on Contracts for the International Sale of Products shall not apply. The Parties irrevocably agree that any action brought by a Party to enforce any of the provisions of this Contract (including non-contractual disputes or claims) shall be brought, heard and determined exclusively in either the Superior Court of Connecticut, Judicial District of Hartford or, if subject matter jurisdiction exists, the U.S. District Court for the District of Connecticut. No actions arising out of the sale of the Products, other than in an action to recover the purchase price of the Products, may be brought by either Party more than one (1) year after the cause of action accrues, unless the minimum time limit applicable by law cannot be limited to one year.

20. **Severability; Remedies; Waiver.** In the event that any one or more provisions contained herein (other than the provisions obligating Buyer to pay JVS for the Products) shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. JVS's failure to enforce, or waiver of a breach of, any provision contained herein shall not constitute a waiver of any other breach or of such provision.

21. **Confidentiality.** Buyer shall safeguard and prevent the unauthorized disclosure of JVS's trade secrets; business, technical, manufacturing, marketing, sales, financial, know-how, and other confidential information

("Confidential Information"). Buyer shall hold such Confidential Information in confidence for a period of five (5) years from the date a Contract comes into force and shall not disclose such Confidential Information to any third party unless prior written consent by JVS is given. Notwithstanding the provisions of Section 19 of this Contract, Buyer shall not be required to maintain confidentiality or be restricted in its use of any Confidential Information if the information is (i) subject to an obligation to disclose under law, or that is required to be disclosed by any competent regulatory authority, by notice or otherwise; or (ii) already in its possession other than as a result of a breach of the Contract; (iii) in the public domain other than as a result of a breach of the Contract; or (iv) independently developed by Buyer without reference to or reliance upon JVS's confidential information. Buyer will promptly notify JVS upon discovery of any unauthorized use or disclosure of JVS Confidential Information. Buyer will cooperate with JVS to assist in regaining possession of such Confidential Information and prevent its further unauthorized use and disclosure. All information and related data supplied by JVS to Buyer must be returned to JVS upon request and any duplications or copies must be destroyed.

22. **Notices.** Any notice or communication required or permitted hereunder shall be in writing and shall be deemed received three (3) days after being sent via registered mail with return receipt requested, by courier (for example DHL or FedEx), by first-class mail, postage prepaid, or via email (with evidence of receipt required) to JVS or Buyer at the address specified in the Contract or at such other address, including email addresses, as either Party may from time to time designate to the other in writing.

23. **Entire Agreement.** This is the complete and exclusive statement of the agreement between JVS and Buyer with respect to Buyer's purchase of the Products. No waiver, consent, modification, amendment or change of the terms contained herein shall be binding unless in writing and signed by JVS and Buyer.