

# AFSI US / AFSI EUROPE

## PURCHASE ORDER TERMS & CONDITIONS

These Terms and Conditions (“Terms”) govern the purchase of Goods and/or Services sold or supplied to AFSI US / AFSI Europe (“Buyer”) on its Purchase Orders (“Order”). “Supplier” means the Party selling the applicable Goods and/or Services as identified on the Order. The Parties agree that these Terms shall govern all purchases made by Buyer until such time as new Terms are provided by Buyer to Supplier. Supplier agrees to flow all applicable legal and order requirements down to its suppliers and to require their suppliers to do the same to the point of manufacture.

1. **ACCEPTANCE** - Supplier must reply with acknowledgement of Orders within one (1) business day of receipt date via email, or another mutually agreed method, either: a) full acceptance/rejection or; b) a change request. In the event Supplier requests to deliver a different quantity versus the quantity on the Order, a written approval from Buyer is required. If Supplier fails to either fully accept/reject or issue a change request within three (3) business days of receipt, the Order will be deemed fully accepted. Regardless of whether Supplier has done so, Supplier has accepted an Order (including these Terms) if Supplier gives a verbal, written or electronic acknowledgement of, or initiates its performance under that Order. No additional or conflicting Term in any Supplier acknowledgement, invoice, bid, proposal or other documentation is binding on Buyer, unless Buyer specifically agreed to such in a signed writing. All Goods and Services will be delivered to Buyer in strict conformance with any packaging, specifications, statements of work, standards and other requirements provided by Buyer.
2. **INVOICES** - All invoices for AFSI US are to be emailed to [accountspayable@afsifilters.com](mailto:accountspayable@afsifilters.com). All invoices for AFSI EU are to be emailed to [financecz@afsifilters.com](mailto:financecz@afsifilters.com). International commercial invoices that accompany import shipments to Buyer must contain all necessary information required for customs’ clearance, including but not limited to, customs description, customs price, country of origin for each line item and harmonized system (HS) code, supplier address, and the export control classification.
3. **SHIPPING DOCUMENTS** – For AFSI US, all shipping notices and original bill of ladings are to be emailed on day of shipment to [shipping@afsifilters.com](mailto:shipping@afsifilters.com). For AFSI EU, these documents are to be emailed to [supply@afsifilters.com](mailto:supply@afsifilters.com). Include packing slips with all shipments. Unless specified otherwise in writing by Buyer, all invoices, bill of ladings, and packing slips must include: Supplier name, invoice number and date, purchase order number, purchase order line number, part number and description, quantity shipped, price per unit, total price, country of origin, harmonized system (HS) code, currency, remit to address, applicable discounts and taxes.
4. **ALTERATION OF TERMS** - None of the Terms contained in Buyer’s Orders may be added to, modified, superseded or otherwise altered except by a writing signed by an authorized representative of Buyer, and each shipment received by Buyer shall be deemed to be only upon these Terms, notwithstanding any Terms that may be contained in any acknowledgement, acceptance, invoice or other form of Seller, and notwithstanding Buyer's act of accepting or paying for any shipment or similar act of Buyer.
5. **PRICES AND PAYMENT** - Prices as shown on all Orders are those agreed upon and are not subject to increase without Buyer's specific authorization. Supplier agrees that any price decrease in effect at the time of shipment or performance will apply. No charges will be allowed for boxing, packing, crating, or cartage, unless otherwise negotiated previously. Payment terms shall be as stated in the applicable Order and the days shall be counted from the receipt of Goods at Buyer’s facility or receipt of invoice by Buyer, whichever is later unless otherwise specified in the Order.
6. **CANCELLATION** - Buyer reserves the right to cancel all or any part of the Orders upon written notice to the Seller. In case of termination by Buyer after an Order for Goods has been manufactured or shipped by

Supplier, Buyer will make an allowance for customary and reasonable, direct and verifiable expenses incurred by Supplier prior to and as a direct result of the termination. However, Buyer will not be liable for any charges or expenses incurred in advance of the normal or reasonable lead time necessary to meet the scheduled delivery dates nor for any expenses, charges, or liabilities incurred or arising subsequent to the giving of such a notice of cancellation, all without prejudice to any other rights of the Buyer.

7. **WARRANTIES AND REMEDIES** - In addition to all implied and express warranties available under the applicable legislation and/or these Terms, Supplier warrants that: (a) all Goods and Services will be free from any encumbrance and conform to all Buyer requirements and the applicable Order; (b) all Goods will be without any defect in design (except to the extent designed by Buyer), processing, materials and manufacture; (c) all Goods will be made or processed and all Services will be performed, in compliance with all laws applicable to Goods, Services, Supplier and its business and with sound environmental, health and safety practices consistent with all requirements and documents referenced herein or in any Order. Supplier also warrants that: (x) Supplier has the expertise, and the resources to perform its obligations under any Order (including these Terms); (y) no Good or Service infringes any third Party's intellectual property rights; and (z) Supplier has no third-Party obligations that conflict in any way with Supplier's obligations under these Terms. In addition to all available remedies, Buyer may reject Goods and/or Services not meeting Supplier's warranties, and (a) obtain substitutes and offset, or require Supplier to reimburse Buyer for all additional costs associated with the substitutes; or (b) require Supplier, at Buyer's option, to either replace the affected Goods or re-perform the affected Services without charge, or to reimburse Buyer that Good's or Service's price. Buyer may, but is not obligated to, inspect or test Goods and Services at Buyer's premises, Supplier's premises or those of any Supplier subcontractor under an Order. Buyer's acceptance of delivery, inspection, or payment for any Good or Service does not waive any of Supplier's warranties or other obligations. Supplier will use its best efforts to assist Buyer in investigation of, and corrective action for, Buyer's customer complaints related to the Goods and/or Services. With the exception of off the shelf or unmodified catalog Goods Supplier sells to other customers besides Buyer, Supplier shall have no right to resell any Goods subject of this Order in the event of a wrongful rejection, revocation of acceptance, failure to make payment or repudiation by Buyer. It is the intent of the Parties, by this paragraph, to negate any Supplier's right to resell such Goods, unless otherwise agreed in a writing signed by an authorized representative of Buyer.
8. **SPECIFICATIONS AND INSPECTION** - Items furnished under all Orders shall be equal to samples approved by Buyer and shall conform strictly to drawings and specifications specified in the Orders. Material and workmanship may be inspected and tested at all times and places, either before, during, or after manufacture, by Buyer. Such inspection and test shall not relieve Seller of its obligation to furnish all items in strict accordance with the Orders. In case of rejection of any items furnished under the Orders by Buyer for failure to comply with the Orders, Buyer in addition, to all other rights, may require credit therefore, or replacement or correction thereof by Seller at Seller's expense, and all risk on rejected shipments shall be Seller's. By paying for items prior to receipt, Buyer does not waive the right to inspect and reject in accordance with the foregoing.
9. **CHANGES** - Buyer may make changes from time to time in the work to be performed by Seller under the Orders and if such changes cause an increase or decrease in the dollar amount or total quantity of the orders or the time performance, an equitable adjustment will be made by Buyer, provided that claims for such adjustment shall be made by Seller within 30 days from the date of the change order or such extension thereof as Buyer may grant. The Supplier must inform the Buyer in advance of any changes made to their manufacturing processes or to any part or raw material supplied to the Buyer. Upon receipt of the Supplier's notification, the Buyer will evaluate the change request and notify the Supplier of any specific requirements such as sampling, testing, etc. Before the change can take place, the Supplier must receive formal written authorization from the Buyer. The Buyer reserves the right to charge all costs associated with quality problems due to a non-authorized change.
10. **DELIVERY** - Unless otherwise stated on the Order, (a) if Supplier is responsible for shipping Goods, Supplier will ship Goods via the most economical route and in a single shipment; (b) all Goods will be shipped using Buyer-approved Incoterms. All Goods and Services will be delivered or performed in strict accordance with the agreed-upon delivery or performance schedule and the Order. Substitutions will not be accepted. Goods must be shipped complete by the date requested but must not be shipped more than 1 week in advance without

Buyer's prior approval. Supplier shall notify Buyer immediately of any delay. Supplier shall pay, or reimburse Buyer, for all excess transportation charges arising from Supplier's failure to meet the delivery dates, unless such failure is solely due to Buyer. Buyer shall have the right to reject any and/or all shipments, which do not conform thereto, regardless of the Order. Buyer shall have the right to cancel this Order by notice to Supplier in the event any delay by Supplier for any reason, including force majeure. All risks of loss or damage to the Goods shall be the Supplier's responsibility until the receipt thereof is confirmed in writing by an authorized Buyer representative at the address indicated in the Order unless the Incoterm in the Order indicates different.

11. **FORCE MAJEURE** - In the event either Party is unable to perform its obligations under these Terms because of acts of God, acts of war or terrorism, shortage of supply, breakdowns or other events reasonably beyond the affected Party's control, such Party shall not be liable to the other for any damages resulting from such failure to perform or otherwise from such causes.
12. **BUYER SUPPLIED MATERIAL & EQUIPMENT** - Buyer owns any materials Buyer provides to Supplier, including without limitation, all raw materials, components, databases or documents ("Buyer Materials") and any tooling or other equipment that Buyer provides to Supplier or for which Buyer reimburses Supplier ("Buyer Equipment"). Supplier authorizes Buyer to file financing statements and other documentation without Supplier's signature to acknowledge Buyer's ownership of Buyer Materials and Buyer Equipment. Supplier will not sell, pledge, transfer or remove from Supplier's facility any Buyer Materials or Buyer Equipment. Supplier will use all Buyer Materials and Buyer Equipment solely to perform its obligations under Orders and for no other purpose. Supplier will not alter any Buyer Equipment without prior written approval from Buyer. Supplier will use its best efforts to maintain the security and confidentiality of all Buyer Materials and Buyer Equipment. Supplier bears all risk of loss or damage to Buyer Materials and Buyer Equipment and will, at Buyer's request, immediately restore or replace any damaged or lost items with an equivalent item. Promptly upon Buyer's request, Supplier will return to Buyer all Buyer Equipment and unused Buyer Materials in their original condition, except for reasonable wear. Supplier will maintain all Buyer Equipment in a safe and proper condition and indemnify Buyer for, and defend it against, all claims arising out of Supplier's use of Buyer Equipment. If the Parties establish Buyer Materials loss allowances, Supplier will reimburse Buyer for any excess losses, at Buyer's delivered cost to Supplier. Supplier will inspect Buyer Materials that will be incorporated into Goods and promptly inform Buyer of any non-compliance with the Requirements. Where tooling (including patterns, dies, molds, jigs and fixtures and the like) is manufactured or acquired by the Supplier specifically for the purpose of an Order, title to it shall pass to the Buyer upon its creation or acquisition. The Seller shall deliver up such tooling to the Buyer on demand. All tooling (including patterns, dies, molds, jigs and fixtures and the like) owned by Buyer used in the manufacturing of the Goods or in the performance of the Services, must carry a tag indicating the asset number and Buyer's ownership, or as indicated by Buyer.
13. **AUDIT RIGHTS** - Buyer shall have the right at any reasonable time to send its authorized representatives to examine all pertinent documents, materials, and Buyer-owned tooling in the possession or under the control of Supplier relating to any of Supplier's obligations under an Order or any payments requested by Supplier pursuant to an Order. Supplier shall maintain all pertinent books and records relating to an Order for a period of two years after completion of services or delivery of Supplies pursuant to that Order.
14. **REWORK AND WORK ON BUYER'S PREMISES** - If rework or sorting is necessary due to non-conformity of specification by Supplier and/or other faults of the Supplier, at the Buyer's discretion the Supplier must rework or sort the Goods delivered. In such event, the Supplier is liable for any additional expenditure incurred. In the event that Supplier has to perform any service or work at Buyer's premises under the Order, Supplier shall have all insurance policies as may be required by the Buyer in connection with the same. Supplier shall fully indemnify Buyer against all claims, demands, actions and legal proceedings whatsoever made upon Buyer in respect of any damage, loss or injury to any person or property whatsoever caused by or through Supplier's activities on such premises.
15. **SUPPLIER WAIVER OF DAMAGES** - BUYER WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO SUPPLIER FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS) IN ANY WAY RELATED TO GOODS, SERVICES, AN ORDER, OR ITS TERMINATION, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY ON

WHICH THE DAMAGES ARE SOUGHT.

16. **COMPLIANCE WITH LAWS AND PRODUCT CONTENTS** - Supplier agrees to comply with all applicable laws and regulations relating to the Goods and/or Services provided in any Order. Supplier shall, at its expense, obtain and comply with the requirements of all permits, licenses, approvals, consents and other regulatory clearances necessary to manufacture and sell the Goods under this Order, and to perform its obligations in accordance with the Terms. Supplier agrees to comply with laws applicable to its business, interstate commerce, any and all applicable import and export control laws, and/or the manufacture and production of Goods for commerce, such as the provisions of antitrust and trade practice laws, anti-corruption and anti-bribery, labor laws and environmental laws, and any other applicable federal, state, and local laws, rules and regulations.

Before or at shipment of any Good that requires a Safety Data Sheet (“SDS”), Supplier will deliver a current and complete SDS to Buyer. Supplier warrants that each Good is in compliance with, or exempt from, all applicable global chemical control laws. Supplier will promptly inform Buyer in writing of any change in a Good’s regulatory status under any chemical control law.

Goods and the Goods’ packaging must comply with all applicable global laws that restrict, regulate, or require disclosure of product content (the “Substance Laws”). The Substance Laws include but are not limited to the following: the European Union directives known as “RoHS” and “REACH” relating to Substances of Very High Concern (SVHC), Waste of Electronics and Electrical Equipment (WEEE), Stockholm Convention, South Korea REACH, China RoHS, EU Waste Framework Direction (WFD), EU Classification, Labeling and Packaging (CLP), EU End-of-Life Vehicles (ELV), EU Food Contact Materials (FCM), Toxic Substances Control Act (TSCA), California Safe Drinking Water and Toxic Enforcement Act of 1986 (California Proposition 65), Global Automotive Declarable Substance List (GADSL), Aerospace and Defense Declarable Substance List (AD-DSL) and the U.S. Lacey Act. No EU REACH SVHC’s are allowed to be included in Goods or Goods’ packaging unless prompt notice before inclusion of such SVHC is supplied to Buyer.

If Goods contain any conflict minerals as defined in any applicable legislation, Supplier must: (a) assure that those conflict minerals are “conflict-free” as defined in applicable legislation; (b) provide upon request information on conflict mineral smelters in the relevant supply chains; (c) provide upon request such other information as Buyer may reasonably require to determine the conflict-free status of conflict minerals used in Goods; (d) adopt policies and management systems consistent with Buyer’s conflict minerals policy; and (e) require its suppliers to adopt similar policies and systems.

Supplier agrees to comply with all applicable laws and regulations, including but not limited to cross-border movement of Goods, including compliance with import and export licensing, reporting, valuation, classification, origin determination and marking, and similar requirements. To the extent that the Terms of a particular sale place compliance obligations with Buyer, Supplier agrees to promptly provide commercially reasonable assistance, documentation and information as necessary to support Buyer’s compliance.

Supplier agrees to comply with all applicable taxation laws and regulations in respect of its supply of Goods and/or Services under this Order. Supplier shall pay in full all applicable taxes due in relation to its performance of this Order and shall not criminally facilitate the evasion by any Party of applicable taxes.

17. **INTELLECTUAL PROPERTY RIGHTS AND PATENTS** - All information and know-how including drawings, specifications, instructions, samples, tools, designs and other data (oral, written or otherwise) provided by the Buyer in connection with the contract (“Know-How”) shall remain at all times the Buyer’s property and may be used by the Supplier only for the purpose of performing this Order.

Any inventions, patents, copyrights, design rights and other intellectual property rights resulting from the execution and performance of this Order shall become the property of the Buyer. The Supplier agrees to do all things and execute such documents as may be necessary to assign such property to the Buyer.

Supplier warrants that the manufacture, sale or use of items furnished in an Order will not infringe any third Party’s patent, copyright or similar intellectual property rights. Supplier hereby agrees, at its sole expense, to defend, protect, indemnify, and hold Buyer, its subsidiaries, affiliates, directors, officers, agents, shareholders, or customers, harmless against any and all loss, cost, expense, damage, claim, demand, or any liability, including reasonable attorneys’ and professional fees and costs incurred by or demanded, arising out of, resulting from, or occurring in connection with the manufacture, sale or use of any Goods, Services, or items provided by Supplier under this Order, that relate to any alleged: (a) patent, copyright, or trademark infringement; (b) violation of any other published third Party intellectual property right, or (c) disclosure of any controlled technology contrary to US and/or local export regulations, as well as; from expenses incurred

by Buyer in defense of such suit, claim, or proceeding in the event that Supplier does not undertake the defense thereof.

18. **PUBLICITY** - Supplier shall not use or display any of Buyer's patents, trademarks, service marks, trade names, copyrights or other tangible or intangible intellectual property right for which Buyer has not granted any license to use, without first obtaining Buyer's prior written consent. Supplier shall not release any publicity of any kind (including but not limited to, press releases, articles, brochures, advertising, promotional pieces, and speeches) related to this Order and/or the Goods and/or Services that Supplier is performing under this Order without Buyer's prior written authorization.
19. **CONFIDENTIALITY** - "Buyer Confidential Information" means all information or tangible materials, whether or not designated by Buyer as confidential, pertaining to: (a) product development, design, drawings, formulation, composition, research and development, or specifications; (b) product manufacturing techniques, rates or quantities; (c) equipment used to make Goods; (d) Buyer's customer information and any confidential information of Buyer's customer; (e) any other aspects of Buyer's business relating to Goods and Services, including without limitation marketing, sales, customers and non-public financial data; (f) Orders placed by Buyer and (g) the Parties' relationship. Supplier will: (a) keep all Buyer Confidential Information confidential and use Buyer Confidential Information only as necessary to perform Supplier's obligations under the Order and assure that its employees, agents and approved subcontractors abide by these confidentiality obligations. Supplier will return Buyer Confidential Information upon Buyer's request. Buyer Confidential information does not include information that is: (a) available to the public in any publication; (b) known to Supplier prior to its receipt from Buyer as evidenced by Supplier's written records; or (c) available to Supplier from another source without breach of any agreement or violation of law. If required by judicial or administrative process to disclose Buyer Confidential Information, Supplier agrees to promptly give Buyer notice, allow Buyer reasonable time to oppose such process, and seek to have the third Party treat the information confidentially to the extent legally permissible.
20. **INFORMATION SECURITY COMPLIANCE** - Supplier shall implement and maintain at all times a written information security program including appropriate policies, procedures, incident response plan(s), staff infosec training programs and risk assessments sufficient to ensure the confidentiality, integrity, and availability of AFSI Confidential Information and of the Supplier's systems used to process Confidential Information and to ensure compliance with applicable privacy and data security laws and industry-accepted information security practices. Supplier shall review this written program and measures at least annually. Supplier must possess relevant security certifications (e.g., ISO/IEC 27001, SOC 2) or equivalent evidence of their security posture. Suppliers with offices/facilities in the EU must also confirm compliance with their country-specific NIS2 regulations.
- Buyer reserves the right (with reasonable notice) to audit Supplier systems and practices to ensure compliance. Suppliers must provide audit logs and cooperate fully with audit activities.
- Supplier shall notify AFSI of a Security Breach as soon as is practical, but no later than twenty-four (24) hours after Supplier becomes aware of it. The notification shall be sent to the AFSI IT Department at InformationSecurity@afsifilters.com as well as the designated AFSI category manager, and shall include:
- A detailed description of the cybersecurity incident, including the date and time of occurrence.
  - A copy of the information submitted to the Suppliers Police or governmental Cybersecurity entity.
  - The nature and extent of the impact on the Supplier's systems, services, or data.
  - Any potential risks or impacts to AFSI, its data, systems, or operations.
  - The Supplier's mitigation efforts, plans to address the incident and an approximate timeline of when remediation activities may be expected to complete.
- Immediately following Supplier's notification to AFSI of a Security Breach, Supplier shall, at Supplier's expense, investigate (and coordinate as requested by AFSI) the Security Breach.
- Supplier agrees to reasonably cooperate with AFSI including: (i) assisting with any investigation; (ii) providing timely updates as requested, (ii) providing reasonable access to facilities, systems, individuals, data, records, logs and other materials required to comply with applicable law, regulation, industry standards, or as otherwise reasonably required by AFSI.

Failure to comply with these requirements may result in termination of contracts, legal action, or other appropriate measures. Buyer reserves the right to take necessary actions to protect its data and systems.

21. **INDEMNIFICATION AND INSURANCE** - Supplier shall indemnify, defend and hold harmless Buyer and its affiliates and subsidiaries, and their successors, assigns, officers, directors, employees, and agents for, from and against any claim, liability, loss, damage, lien, judgment, duty, fine, expense, civil penalty and cost, including, but not limited to, reasonable attorneys' fees and litigation expenses, arising out of or relating to: (a) Supplier's failure to comply with any of its obligations under an Order (including these Terms), which may include, without limitation, those relating to a resulting recall or other reasonable action Buyer may take regarding any such failure; and (b) claims arising out of handling, packaging, labeling, storage, treatment, removal, transportation, and disposal of any waste material at any Supplier site related to the Goods under any laws, without limitation, or any other future laws. Supplier's obligation to indemnify shall not apply to the extent caused by Buyer's own gross negligence, willful misconduct or fraud. These indemnities do not affect any other Buyer remedies. Supplier will at all times maintain liability, property damage and other insurance to protect Buyer from all the foregoing risks, and will, on request, supply certificates evidencing this coverage.
22. **DISPUTE RESOLUTION** - Any dispute arising from the performance of this Order shall be resolved by negotiation between the Parties. In case no settlement is reached through negotiation, this Order and its construction, and any disputes related to or arising out of it, will be governed by the laws of the jurisdiction in which the Goods and/or Services are delivered or performed (if the Goods and/or Services are delivered or performed in multiple jurisdictions, the jurisdiction in which Buyer is incorporated) without regard to its conflicts of laws principles. The courts in such jurisdiction will exclusively adjudicate any such disputes. The United Nations Convention on Contracts for the International Sale of Goods will not apply and is expressly disclaimed. All negotiations will be conducted in English, and all documents, including Orders, will be written in English.
23. **BAILMENT** - Where Buyer has furnished, or for which Supplier has been at least partially reimbursed by Buyer, and Supplier has accepted, equipment, component parts, documents, or tooling to Supplier for the exclusive purpose of assembling, integrating, or providing the manufacturing, production, assembly, repair, purchase, packaging, warehousing, labeling, finishing, design, development, planning, processing, use and application of all kind of work on components and accessories, or any other products, components or activities similar or related thereto to the Buyer ("Bailed Property"), such Bailed Property is and will at all times remain the property of Buyer and be held by Supplier on a bailment-at-will basis. Only Buyer has any right, title or interest in and to Bailed Property, except for Supplier's limited right to use the Bailed Property in the performance of Supplier's obligations under the Order. Supplier shall not commingle Bailed Property with the property of Supplier or with that of a Person other than Buyer or Supplier, shall mark the Bailed Property with Buyer's name as indicia of Buyer ownership, and shall not move any Bailed Property from Supplier's premises without the prior written approval by Buyer. Buyer may, at any time and for any reason, retake possession of any Bailed Property without the necessity of payment or notice to Supplier, or a hearing or a court order, which rights, if any, are waived by Supplier. Upon Buyer's request, Bailed Property will be immediately released to Buyer or delivered to Buyer by Supplier. Supplier shall not allow any encumbrance to be imposed on or attach to the Bailed Property through Supplier, and Supplier hereby waives any encumbrance that it may have or acquire in the Bailed Property and Supplier hereby indemnifies Buyer for any such encumbrance on Bailed Property. Supplier, at its sole expense, shall indemnify; defend; save and hold harmless Buyer, its subsidiaries, affiliates, directors, officers, employees, representatives, agents, successors, and assigns, from and against any and all claims; losses; damages; liabilities; penalties; actions; proceedings; interest awards; demands; suits and judgments, including all costs and expenses in connection with amounts paid in settlement, attorneys' fees and court costs, arising out of, related to or resulting from the leasing; possession; rental; use; condition; maintenance; operation; transportation or return of the Bailed Property or any breach of this Agreement. Supplier acknowledges and agrees that BUYER HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION OR WARRANTY WHATSOEVER, EITHER EXPRESS OR IMPLIED, AS TO THE FITNESS, CONDITION, MERCHANTABILITY, DESIGN OR OPERATION OF THE BAILED PROPERTY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. Notwithstanding the foregoing, if the bailment relationship is deemed to be a secured financing transaction, Seller grants to Buyer a continuing security interest in any rights or interests it may have in the Bailed Property. Supplier agrees that in the event a bankruptcy petition under the Bankruptcy Code is filed by or against Supplier at any

time, Buyer will be entitled (upon filing the appropriate motion) to the immediate entry of an order from the Bankruptcy Court granting Buyer complete relief from the automatic stay imposed under the Bankruptcy Code to permit Buyer to exercise its right to remove Bailed Property from Supplier's facility. Upon Buyer filing such a motion, Buyer shall be entitled to relief from the automatic stay without the necessity of a hearing and without having to prove the value of the Bailed Property, the lack of adequate protection of Buyer interest in the Bailed Property or lack of Supplier's equity in the Bailed Property. Supplier agrees that the lifting of the automatic stay is deemed to be "for cause" and Supplier will not directly or indirectly oppose or otherwise defend against Buyer's efforts to gain relief from the automatic stay.

24. **SEVERABILITY** - If any provision of these Terms shall be held, to any extent, illegal or unenforceable by a court of competent jurisdiction, that provision shall to that extent be deemed not part of these Terms and the enforceability of the remainder of these Terms shall not be affected.
25. **GENERAL TERMS** - References in these Terms to laws includes all federal, state, provincial, regional, territorial and local laws, statutes, regulations, rules, ordinances and directives of any government. Each Order (including these Terms) is the Parties' final and complete agreement, and it terminates all their prior written or oral agreements and understanding as to that Order's subject matter except; (a) for any additional Supplier obligations in a business agreement or contract; and (b) no Order is intended to terminate or supersede any existing confidentiality or intellectual property agreement that is duly signed by the Parties. All these Terms, including, without limitation, those relating to safety, compliance, warranty, insurance, indemnification, and confidentiality, will survive an Order's end and be fully enforceable thereafter to the full extent necessary to protect the Party in whose favor they run. All rights and remedies under an Order are cumulative, and in addition to any other rights and remedies provided in law or equity. Supplier may not assign an Order of any of its rights or obligations under an Order, without Buyer's prior written consent. Except as otherwise provided in these Terms, an Order may only be modified by a written document signed by the Parties' authorized representative.