

GENERAL TERMS AND CONDITIONS OF SALE

SYNOVA USA, Inc.

Effective as of 01 February 2025

1. DEFINITIONS

“Seller” means SYNOVA USA, Inc., 60F Commerce Way, Totowa NJ 07512, USA.

“Buyer” means the person, firm or company who buys or agrees to buy the goods from the Seller.

“Conditions” means the terms and conditions of sale set out in this document and any other special terms and conditions agreed in writing by the Seller.

„Contract“ means the order acknowledgement of the Seller including the Conditions, the relevant quotation of the Seller, and other documents agreed upon by the parties for the sale of Goods.

“Goods” means the products, which the Buyer agrees to buy from the Seller.

“Order” means the Buyer's order for the Goods.

“Order Confirmation” means the Seller's written acceptance of the Order (by letter, fax or e-mail).

2. GENERAL PROVISIONS

2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Buyer may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.2 The Order constitutes an offer by the Buyer to purchase the Goods in accordance with these Conditions. The Buyer is responsible for ensuring that the terms of the Order and any applicable Specification are complete and accurate.

2.3 The Order shall only be deemed to be accepted if and when the Seller issues the Order Confirmation, at which point the Contract shall come into existence.

2.4 Except as otherwise accepted and confirmed by the Seller in his Order Confirmation, these Conditions shall constitute the entire understanding and agreement between the parties relating to the Goods to be purchased hereunder and shall supersede any communication representation or agreement previously made by either party whether orally or in writing.

2.5 Acceptance of deliveries hereunder by the Buyer, his agent or employee shall constitute acceptance by the Buyer of these Conditions. The Conditions may not be varied other than in writing by an authorized representative of each party.

2.6 To the extent not included in a specifications, any samples, drawings, descriptive matter or advertising produced by the Seller and any descriptions or illustrations contained in Seller's catalogues or on its website and social media are produced for the sole purpose of giving an approximate idea of the Goods and/or services referred to in them. They shall not form part of the Contract nor have any contractual force. The Buyer acknowledges that it has not relied on any statement, promise,

representation, assurance or warranty made or given by or on behalf of the Seller which is not set out in the Contract.

2.7 In the event of any conflict or inconsistency between the documents which together comprise the Contract, the following descending order of priority shall apply:

- a) the Order Confirmation;
- b) these Conditions;
- c) any written agreement made between the parties into which these Conditions are incorporated; and
- d) the Order.

3. PRICE AND TERM OF VALIDITY

3.1 A quotation for the Goods given by the Seller is non-binding and shall not constitute an offer. All quotations of the Seller are valid for thirty (30) days from its date of issue.

3.2 All Prices quoted are valid for the delivery period indicated in the Seller's quotation or Order Confirmation.

3.3 Unless otherwise agreed in writing by the Seller, all Prices quoted are net, in freely available US dollars, Seller's premises, exclusive of VAT and any other taxes fees, charges, customs and deductions of whatever nature. If not otherwise agreed and if established in the Order confirmation, all expenses related to credits, bank guarantees, money collection, collection of documents etc. will be paid for by the Buyer.

3.4 The Seller reserves the right, by giving notice to Buyer at any time before delivery, to increase the price of the Goods due to any factor beyond the control of Seller (such as foreign exchange fluctuations, or currency regulation, materials or other costs of manufacture), or due to delays caused by an instruction of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.

4. PAYMENT

Unless otherwise agreed in writing by the Seller, the Buyer shall pay all Goods by means of confirmed and irrevocable letter of credit or by prepayment. The Seller shall have the right at his sole discretion to change the payment terms provided herein at any time. Provided the Buyer is subject to prepayment and provided Seller have agreed to manufacture the Good prior to receipt of prepayment, in full or in part, the Seller will send to the Buyer an Order Confirmation with delivery date which will be considered accepted by the Buyer if no indication is sent to the Seller within 5 days after receipt of the Order Confirmation. In the event that the Buyer fails to make any payment to the Seller by the due date specified in the relevant invoice or the Contract, the Buyer shall be liable to pay interest on the overdue amount. The interest rate for late payments shall be calculated at a rate of 10% per

annum. This interest shall accrue from the date the payment was due until the date the payment is received in full by the Seller. The right to claim further damages remains unaffected. If the prepayment is not received by the Seller prior to delivery date, the Seller is entitled to the same rights and recovery of expenses as above including storage fees due to delayed delivery. Should any sum due to the Seller remain unpaid after ten (10) days from the date of written notice to the Buyer, the Seller shall not be obliged to continue performance under any agreement with the Buyer and shall be entitled to suspend delivery.

5. PROMPT PAYMENT DISCOUNTS

Should a discount for payment within a certain number of days have been agreed in writing by the Seller, such period of days shall commence upon the invoice date. The said discount shall only apply if there are no other payments overdue from the Buyer to the Seller.

6. DELIVERY OF GOODS

6.1 Delivery dates not expressly designated as binding are non-binding. At the earliest, delivery periods begin after fulfillment of all agreed performance obligations of the Buyer, in particular the receipt of all documents and information necessary for defining the content of the Order, provided that the Buyer is contractually required to procure these, and after receipt of the agreed prepayment. A delivery date has been adhered to if the shipment is ready for dispatch within the agreed period and the Buyer has been informed. In all cases, confirmed Orders and delivery dates are subject to correct and timely self-delivery. Deliveries of any goods purchased by the Buyer shall be subject to availability. The Seller shall make all reasonable efforts to meet any delivery date(s) quoted or acknowledged but shall not be liable for failure to meet such date(s).

6.2 Unless specifically agreed otherwise, the Buyer is responsible for compliance with statutory and official provisions on the import, transport, storage and use of goods. The Seller must be provided with the necessary permits, documents and information in good time prior to delivery.

6.3 Delivery is made "ex works" (EXW, Incoterms 2020), unless otherwise agreed.

7. DELAYS IN PERFORMANCE

The Seller shall not be liable for delays in performance or nonperformance due to circumstances beyond its control. In the event of such circumstances continuing for more than six (6) months, either party may terminate the Contract with regard to products not yet delivered.

8. RISK OF LOSS

Unless not otherwise agreed in the Order Confirmation, the risk for the Good sold is transferred to the Buyer at the same time the Seller informs the Buyer that the Goods are ready for dispatch. This also applies if the dispatch is delayed upon request of the Buyer or for other reasons not caused by the Seller. Goods shall be deemed to have been delivered to the Buyer complete and undamaged unless a claim is received in writing from the Buyer within seven (7) days after the delivery date. If within five (5) days

from receipt of Seller's notification of readiness for delivery Goods cannot be delivered for reasons not attributable to the Seller, Goods shall be deemed delivered and will be stored by Seller at Buyer's cost and risk.

9. PROPERTY AND RISK

9.1 Notwithstanding that the risk in the Goods shall pass to the Buyer on delivery in accordance with Clause 8 above, property in the goods shall pass only on the terms of this clause.

9.2 The Goods shall remain the property of the Seller until all outstanding amounts due to the Seller from the Buyer have been paid in full and until such payment the Buyer shall hold the Goods in a fiduciary capacity on behalf of the Seller.

9.3 Until the Goods are paid for in full the Buyer shall ensure that the Goods are stored separately and in such a way as to be readily identifiable as the property of the Seller.

9.4 Should the Goods or any part of them be sold before the property in them has passed from the Seller the proceeds of such sale shall be placed in an account of the Buyer in such a way as to be readily recognizable as such.

9.5 In the event of non-payment by the Buyer by the due date the Seller shall have the right in addition to all other rights and remedies to enter upon any land or premises where the Goods are held.

10. DELIVERY POSTPONEMENT, LATE PICK-UP

10.1 If no indication is sent to Seller within five (5) days after receipt of the Seller's Order Confirmation, the delivery date is considered as accepted by Buyer.

10.2 Buyer is entitled to postpone once the delivery date. If postponement is requested before 10 working days prior to delivery date as per Seller's Order Confirmation, Buyer is subject to fees up to USD 500.00 per Order Confirmation. If postponement is requested within 10 working days prior to delivery date as per the Seller's Order Confirmation, the Seller is entitled to complete production as per original date of Order Confirmation and charge Buyer an administration fee up to USD 500.00 per Order Confirmation and up to 0.5% of Order Confirmation value per week for handling and storage of the goods.

10.3 If, without prior postponement notice, the Buyer fails to pick up the good at original delivery date as per Order Confirmation or at rescheduled date as per 10.1, the Seller is entitled to charge the Buyer an administration fee up to USD 500.00 per Order Confirmation and up to 0.5% of Order Confirmation value per week for handling and storage of the goods.

11. ACCEPTANCE OF GOODS

The Buyer shall be deemed to have accepted the Goods unless the Buyer demonstrates within fourteen (14) days of delivery that the Goods do not perform to the Seller's specification. If installation is scheduled or delayed by Buyer more than fifteen (15) days after the delivery the Buyer shall be deemed to have accepted the Goods on the sixteenth (16th) day from the date of delivery and payment shall become due immediately.

12. INSOLVENCY

In the event of the Buyer suffering bankruptcy, insolvency or the appointment of an administrator, receiver or assignee for the benefit of creditors or winding-up proceedings, the Seller shall have the right to terminate all agreements and in any such event and in the event that payment is in arrears in whole or in part, the Buyer's right to possession of the Goods not then paid for in full shall cease and Seller may recover or resell any of such Goods. The Buyer expressly agrees that the Seller may for the purposes of recovery of such Goods enter onto the Buyer's premises unhindered for the purposes of recovering the said Goods.

13. SET-OFFS AND COUNTERCLAIMS

The Buyer may not withhold payment of any invoice or other amount due to the Seller by reason of any right of set-off counterclaim which the Buyer may have or allege to have or for any reason whatsoever.

14. WARRANTY

Seller warrants its Goods against defects in materials and workmanship.

a) Limitation of Warranty

The foregoing does not apply to defects resulting from

- Improper or inadequate maintenance or storage of the Goods by the Buyer,
- Unauthorized modification or misuse of the Goods,
- Operation outside of environmental specification for the Goods,
- Inadequate or incorrect maintenance of the site,
- Incorrect installation,
- the defective part or component being a consumable or a wearing part (i.e. a part which is subject to reasonable wear and tear),
- undue strain of Goods,
- non-compliance with the operation or maintenance instructions of the Seller,
- works on Goods such as repairs or alterations carried out by Buyer or any third-party.

Product demonstrations, test parts, time studies, production estimates and other such particulars furnished to Buyer are only Seller's estimate and do not create a warranty.

No action for breach of any term of a Contract of sale or any other duty of Seller with respect to the Goods may be commenced more than one (1) year after the installation is completed.

b) Commencement and Duration of Warranty Period

Unless otherwise agreed in writing by the Seller, the warranty period for all Goods is twelve (12) months from the date of delivery but at the latest within eighteen (18) months of the Goods being dispatched by the Seller. The warranty period for spare parts (other than warranty spare parts) shall be one year from shipment.

c) Seller's Liability

At the written request of the Buyer, the Seller undertakes to repair or replace at its discretion, as quickly as reasonably possible and free of charge, all Goods under warranty. This shall be the sole and exclusive remedy of the

Buyer under this warranty. Replaced parts shall be handed over to the Seller and become property of the Seller, unless the Seller waives this right. The Buyer shall be responsible for the cost of transportation and insurance of the replaced material or Goods to the Seller's premises. The warranty described herein is granted only to the original purchaser of the Goods and original purchaser's specified end-user and is non transferable.

15. INSPECTION AND ACCEPTANCE OF THE GOODS

15.1 As far as being normal practice, the Buyer and the Seller shall inspect the Goods before dispatch. If the Buyer requires further testing, this has to be specially agreed upon and paid for by the Buyer.

15.2 Upon arrival of the Goods at the installation site, the Buyer shall inspect the Goods for shortages and damage in transit by authorized personnel. Buyer shall notify Seller in writing of any such claims within ten (10) days after Buyer discovers or should reasonably have discovered facts upon which the claim is based, but in no event more than fifteen (15) days after the arrival of the Goods at the Buyers installation site. Failure of the Buyer to give written notice of a claim within the time-period or in the form specified above shall be deemed to be a waiver of such claim. If any repairs are made by unauthorized personnel, Seller reserves the right to withhold warranty support and to charge Buyer per then current time and material rates for services provided if Seller determines that the root cause of a defect requiring service was caused by a third- party vendor supplied product or service.

15.3 The Seller shall remedy the defects notified to him in accordance with Clause 15.2 as soon as reasonably possible and the Buyer shall give the Seller the possibility to do so. After the remedy of such defects, an acceptance test shall be carried out at the request of the Buyer or the Seller in accordance with Clause 15.4. If any repairs are made by unauthorized personnel, Seller reserves the right to withhold warranty support and to charge Buyer per then current time and material rates for services provided if Seller determines that the root cause of a defect requiring service was caused by a third- party vendor supplied product or service.

15.4 The execution of an acceptance test (functional test), as well as the stipulation of the conditions related thereto require a special agreement. In the absence of such an agreement the following shall apply:

- a) The Seller shall notify the Buyer in good time of the execution of the acceptance test so that the Buyer or its representative can attend the acceptance test.
- b) Notwithstanding prior inspection or testing, payment, or passage of title, all Goods shall be subject to final acceptance testing ("Final Acceptance Testing") after installation at the installation site to validate performance against Seller's quoted Technical Specifications. Final Acceptance Testing will be performed by Seller and consist of (i) Seller's standard acceptance procedure which checks all aspects of Goods performance against Seller's quoted Technical Specification and (ii) any additional tests that are mutually agreed upon and specified

in the Seller's quotation, statement of work or proposal referencing these Terms and Conditions.

Upon successful completion of the acceptance, the Goods shall be accepted and an acceptance report shall be prepared by the Seller which shall be signed by both the Buyer and the Seller or by their representatives. Such report shall either state that the acceptance has taken place, or that it has taken place under reservations, or that the Buyer has refused the acceptance. In the latter two cases, the defects shall be listed individually in the report.

c) In case of insignificant defects, in particular those which do not substantially hinder the efficient functioning of the Goods, the Buyer shall not be entitled to refuse acceptance of the Goods and to refuse to sign the acceptance report. The Seller shall remedy such defects within a reasonable period of time.

d) In the event of significant deviations from the Contract or serious defects, the Buyer shall give the Seller the opportunity to remedy these within a reasonable period of time. After remedying the significant deviations from the Contract or serious defects a further Final Acceptance Testing shall then take place.

15.5 Notwithstanding the foregoing, the Goods including any software shall be deemed accepted and the written acceptance report certifying installation completion shall be deemed executed by Buyer upon the earlier of either of the following conditions:

- a) If the Buyer does not participate in the acceptance despite being requested in advance to do so;
- b) If the acceptance test cannot be carried out on the scheduled date due to reasons beyond Seller's control;
- c) If the Buyer refuses acceptance without being entitled to do so;
- d) If the Buyer refuses to sign an acceptance report prepared in accordance with Clause 15.4;
- e) As soon as the Buyer uses the Goods;
- e) no later than three months after the date of delivery to the Buyer.

15.6 WORKPLACE SAFETY

Workplace Practices: It is the responsibility of Buyer to know, understand and comply with the work and safety laws and regulations in effect and governing Buyer's use of the Goods provided hereunder. Buyer agrees that after installation of the Goods provided hereunder, the Goods and all persons other than Seller personnel operating or maintaining such Goods will be deemed under Buyer's exclusive control. To the extent governing law requires inspections, reviews, records keeping and/or after-purchase modifications to the Goods, it is the responsibility of the Buyer to arrange for and comply with such requirements and any associated costs are the sole responsibility of the Buyer. Subject to the limitation of liability governing this Agreement, Buyer shall indemnify Seller against all third-party claims and liability required to be paid by Seller to the extent arising out of (a) any modifications, including but not limited to repairs, made in the Goods by or on behalf of Buyer by persons or parties other than Seller, and/or (b) the Buyer's negligent use of the

Goods, including but not limited to use in production with any of the Goods safety functions disabled, obstructed or circumvented.

16. LIMITATION OF LIABILITY

NEITHER PARTY'S LIABILITY ON ANY INDEMNIFICATION OR ANY CLAIM OF ANY KIND, UNDER ANY THEORY, AT LAW OR IN EQUITY, INCLUDING NEGLIGENCE OR STRICT LIABILITY, FOR ANY LOSS OR DAMAGE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THE PERFORMANCE OR BREACH OF THESE TERMS, OR FROM THE DESIGN, MANUFACTURE, SALE, DELIVERY, RESALE, INSTALLATION, TECHNICAL DIRECTION OF INSTALLATION, INSPECTION, MODIFICATION, REPAIR, OPERATION OR USE OF ANY SERVICE, GOOD OR PART SHALL IN ANY CASE EXCEED THE PRICE ALLOCABLE TO THE SERVICE, GOOD OR PART WHICH GIVES RISE TO THE CLAIM.

IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY FOR ANY INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH A BREACH OF THE CONTRACT SALE OR ANY OTHER DUTY OF THAT PARTY WITH RESPECT TO THE GOODS OR SERVICES OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS, LOST SALES OR INJURY TO PERSONS OR PROPERTY EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES.

17. TECHNICAL CHANGES

The Seller shall have the right to make technical, design or specification changes to the Goods mentioned herein at any time, providing that the changes made shall not adversely affect the performance of the Goods. If the Buyer proposes technical modifications to the Seller scope of supply, as indicated in its quotation or in the designs submitted, in such a way that the same have mandatory application, there must be full written agreement between the Seller and the Buyer both on the variations or modification that may cause in the Prices, and on the delivery date established previously. The presentation of proposed modifications does not suspend the validity of the Contract.

18. FORCE MAJEURE

Except with respect to payment obligations, neither Party shall be liable for or will be considered to be in breach of or default under the Contract on account of any delay or failure to perform as a result of any causes or conditions that are beyond the Party's reasonable control and that the Party is unable to overcome through the exercise of commercially reasonable diligence, including but not limited to earthquake, fire, floods, pandemic, invasion, insurrection, revolt, orders from the civil or military authorities, mobilization, blockade, war (even in nations indirectly involved in the supply), strikes, trade union agitation, occupation of factories, lock-out, embargo, interruption of all types of goods transport. The delivery terms are suspended throughout the period of time during which one of the causes indicated hereinabove delays the execution of the Contract. If any force majeure event

occurs, the affected Party shall give prompt written notice to the other party and use commercially reasonable efforts to minimize the impact of the event.

19. EXPORT CONTROL

The Buyer acknowledges that the sale, resale, and/or disposal of the Goods purchased under the Contract will be subject to compliance with all applicable United States export control laws and regulations, including but not limited to the Export Administration Regulations (EAR), the International Traffic in Arms Regulations (ITAR), and regulations enforced by the Office of Foreign Assets Control (OFAC).

The Buyer agrees not to export, re-export, transfer, or otherwise dispose of the Goods, directly or indirectly, to any country, entity, or individual prohibited by U.S. law without obtaining prior authorization from the relevant U.S. government authorities.

The Seller shall not be liable for any delays, refusals, or penalties resulting from compliance with such export laws, and the Buyer agrees to indemnify and hold the Seller harmless against any fines, penalties, or liabilities arising from any breach of this clause.

The Buyer confirms that it is not listed on any U.S. government restricted party lists, including but not limited to the Denied Persons List, Entity List, or Specially Designated Nationals (SDN) List.

In no case shall the Buyer sell or consign to Seller Goods in those nations where Seller prohibits sales and/or delivery, as indicated in the offer of the Seller or in the Order Confirmation of the Seller. The Seller reserves the right to (i) withhold delivery and/or to (ii) withdraw from offers and/or from existing Orders and/or (iii) to terminate the relevant Contracts:

- if Seller does not receive the end use declaration with the Order or before the same; or
- if Seller does not receive a declaration of non-nuclear or military end use; or if the end use is uncertain; or
- if the Buyer fails to comply with the requirements of this Clause 19 or if the necessary export approvals are not obtained from the relevant authorities.

The Buyer shall provide any information requested by the Seller necessary for export compliance purposes. The Buyer acknowledges that the obligations set forth in this clause shall survive the termination or expiration of the Contract.

20. INTELLECTUAL PROPERTY RIGHTS

20.1 The Seller and the Buyer do not grant each other the right to exploit their brands, commercial names or other denominations (or those of their respective Company Groups) in any type of publication, including advertising, without the prior written consent of the other proprietor party. Each party grants the other only the licenses and rights expressly specified in the Order Confirmation. All data, information, documents, as well as the intellectual property rights whether registered or not (hereinafter

collectively indicated as the "Documentation"), in whatever form transmitted, remain the sole and exclusive property of the Seller and are supplied to the Buyer only for the performance of the Contract. The Buyer shall not use the Documentation received for reasons other than those foreseen under the Contract; the Buyer shall not communicate to third parties, reproduce or license the Documentation received without the explicit prior written authorization of the Seller.

The Buyer shall return the Documentation received to the Seller along with all copies (if any) upon simple request from the Seller whenever the said Documentation is no longer necessary for the performance of the Contract and/or of for the use of the Good, except as otherwise agreed by the Parties. If the Buyer intends to use the Documentation provided and the relevant Good to incorporate the same in other goods/documents, the Buyer shall be responsible to ensure that in the use to be made thereof, the industrial property rights of third parties are not breached and exclusively assumes full liability for the consequences deriving from any possible violations, keeping Seller fully indemnified from any and all claims of third parties. In any case, if the Contract is executed by the Seller on the basis of the Buyer's specific technical documentation, the Seller assumes no liability for any eventual violation of the industrial property rights of third parties and the Buyer shall keep the Seller fully indemnified from any and all claims of third parties.

20.2 If the Good is sold together with an electronic device, the Seller grants the Buyer a non-transferable and non-exclusive right to use the associated software. This entitles the Buyer solely to use the software as intended with the electronic device included with the Good. In particular, the Buyer does not have the right to distribute, reproduce or edit the software. By way of exception, the transfer of the software is permitted if the Buyer proves a legitimate interest in transferring it to a third party while giving up its own use, e.g. in the event of the resale of the Good. In such event, the Buyer is required to contractually compel the end customer to respect the Seller's rights. The documents and programs necessary to operate the Goods are the subject of copyright and intellectual property rights and remain the property of the Seller or its subsidiaries.

20.3 The Buyer is prohibited from obtaining knowledge of the construction, technical functionality and other properties that are not generally known or readily accessible by observing, examining, dismantling or testing the Good (so-called reverse engineering). The Buyer acknowledges that this would be a violation of the Sellers' business secrets. In the event of a breach of the aforementioned obligations, the Buyer shall be liable to pay a no-fault contractual penalty to the Seller in an appropriate amount for each case of breach and waiving the defense of continuation of the breach, whereby the Seller shall determine the amount at its reasonable discretion. The appropriateness of the contractual penalty can be reviewed by the competent court in the event of a dispute. The Seller expressly reserves the right to assert further legal claims and damages. This provision shall apply for the duration

of the Contract and for a period of five years after the end of the contract term.

21. CONFIDENTIALITY

21.1 In connection with the Contract, Seller and Buyer (as to information disclosed, the “Disclosing Party”) may each provide the other party (as to information received, the “Receiving Party”) with Confidential Information. “Confidential Information” means: (i) all pricing for Products and/or Services; (ii) all terms of the Contract; (iii) all information that is

designated in writing as “Confidential” or “Proprietary” by the disclosing Party at the time of written disclosure; and (iv) all information that is orally designated as “Confidential” or

“Proprietary” by the Disclosing Party at the time of oral disclosure and is confirmed by the Receiving Party to be “Confidential” or “Proprietary” in writing within ten calendar days after oral disclosure. The obligations of this Clause 21.1 shall not apply as to any portion of the Confidential Information that: (i) is or becomes generally available to the public other than from disclosure by the Receiving Party, its representatives or its affiliates; (ii) is or becomes available to the Receiving Party, its representatives or Affiliates on a non-confidential basis from a source other than the Disclosing Party when the source is not, to the best of the Receiving Party’s knowledge, subject to a confidentiality obligation to the Disclosing Party; (iii) is independently developed by the Receiving Party, its representatives or Affiliates, without reference to the Confidential Information; (iv) is required to be disclosed by law, a valid legal process or a government agency; or (v) is approved for disclosure in writing by an authorized representative of the Disclosing Party.

21.2 The Receiving Party agrees: (i) to use the Confidential

Information only in connection with the Contract and permitted use(s) and maintenance of Products; (ii) to take reasonable measures to prevent disclosure of the Confidential Information, except to its employees, agents or financing parties who have a need to know to perform its obligations under the Contract or to use and maintain Products; and (iii) not to disclose the Confidential Information to a competitor of the Disclosing Party. The Receiving Party agrees to obtain a commitment from any recipient of Confidential Information to comply with the terms of this Clause 21.2. Confidential Information shall not be reproduced without the Disclosing Party’s written consent, and the Receiving Party shall return all copies of Confidential Information to the Disclosing Party upon request, except to the extent that the Contract entitles the Receiving Party to retain the Confidential Information. The Seller may also retain one copy of Buyer’s Confidential Information until all its potential liability under the Contract terminates.

21.3 If either party or any of its representatives or affiliates is required by law, legal process or government agency to disclose any Confidential Information, that party agrees to provide the Disclosing Party with prompt written notice to permit the Disclosing Party to seek an

appropriate protective order or agency decision or to waive compliance by the Receiving Party with the provisions of Clause 13.2. In the event that efforts to secure confidential treatment are unsuccessful, the Buyer may lawfully revise the Confidential Information to make it nonproprietary or to minimize the loss of its proprietary value.

21.4 The Buyer shall not disclose Confidential Information to the Seller unless it is required to do so to enable the Seller to perform its work under the Contract. If the Buyer does disclose Confidential Information, the Buyer warrants that it has the right to disclose the information, and the Buyer shall indemnify and hold the Seller harmless against any claims or damages resulting from improper disclosure by the Buyer.

21.5 As to any individual item of Confidential Information, the restrictions of this Clause 21 shall expire the earlier of 5 (five) years after the date of disclosure or 3 (three) years after termination or expiration of the Contract.

21.6 This Clause 21 does not supersede any separate confidentiality or nondisclosure agreement signed by the parties.

22. TERMINATION

The Seller may terminate the Contract upon the occurrence of any of the following events:

- non-payment or overdue payment by the Buyer under the terms agreed in the Contract and/or the relative variations of the same foreseen in Clause 4 of these Conditions;
- non-compliance with any mandatory law;
- failure to respect the limitations and obligations envisaged at Clause 19 entitled “Export Control”;
- non-compliance with the provisions of Article 20 “Intellectual Property Rights”.

The Seller shall notify the Buyer of its intention to terminate the Contract with formal notification by registered mail. The termination of the Contract will be effective from the date of receipt by the Buyer of such a letter.

23. MISCELLANEOUS

23.1 The Contract reflects the entire agreement and understanding of the parties in respect of the subject matter and supersedes all prior discussions and agreements relating thereto.

23.2 Neither Party may assign or transfer any of the rights duties or obligations under the Contract without the prior written consent of the other Party. Any purported assignment shall be null and void.

23.3 If any provision of the Contract is determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Contract shall remain in effect. The unenforceable or void provision shall be replaced by a valid provision, which comes closest to the original intention of the unenforceable or invalid provision.

23.4 The failure of the Seller to enforce any provision of the Contract shall not be construed to be a waiver of the right of the Seller to thereafter enforce that provision or any other provision or right.

23.5 Place of performance shall be the factory of the Seller from which the Goods are dispatched.

23.6 The Contract and any dispute arising out of or in connection with the Contract shall be governed by and construed in accordance with the laws of the State of New Jersey, excluding its conflict of law principles.

The United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly disclaimed by the Parties with respect to each Contract.

23.7 Exclusive place of jurisdiction for any dispute, controversy or claim arising out of or in relation to the Contract, including the validity, invalidity, breach or termination thereof, shall be in the state or federal courts located in Passaic County, New Jersey (USA). The Seller reserves the right to claim against the Buyer at the Buyer's registered office or at any other admissible place of jurisdiction.