

I. SCOPE OF THESE GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

1. These General Terms and Conditions of Sale and Delivery for the U.S. and Canada ("GTCSD") shall apply to all our (also referred to as "Seller") business transactions with our customers (also referred to as "Buyer" or "Customer"). In particular, these GTCSD shall apply to all contracts concerning the sale and/or delivery of movable goods regardless of whether or not such movable goods are manufactured by us or purchased from a third-party supplier or subcontractor.
2. Our GTCSD in their respective current version at the time shall apply as a framework agreement for all future offers and contracts concerning the sale and/or delivery of movable goods with the respective Customer without any need for reference to be made to such in each individual case; in the event that our GTCSD are amended or changed, we shall notify the Customer of such without undue delay.

II. CONTRACT FORMATION / WRITING / REPRESENTATION

1. Our offers are subject to confirmation and non-binding insofar as such are not expressly marked as being binding or requiring acceptance within a specific period.
2. A written quotation issued by Seller is an offer to sell. Buyer will be deemed to have accepted the provisions of these Terms and an agreement will be formed by any of the following: (a) signing and returning to Seller a copy of any quotation; (b) sending to Seller a written acknowledgment of the quotation, including email; (c) placing a purchase order or giving instructions to Seller respecting manufacture, assortment, or delivery of the goods (including instructions to bill and hold) following receipt of any quotation; (d) failing to cancel a pending purchase order within 10 days after receiving these GTCSD; (e) accepting delivery of all or any part of the goods; (f) paying for all or any part of the goods; or (g) indicating in some other manner Buyer's acceptance of these GTCSD. All sales by Seller consist only of these GTCSD and those in other documents which are referred to in these GTCSD or are attached hereto or in a document provided or signed or issued by Seller and referencing the transaction. Seller objects to all terms proposed by Buyer.
3. The written contract including these GTCSD, which also shall form an integral part of the written contract, shall constitute the entire agreement between the Customer and us in relation to the subject matter. Any other oral understandings made before the concluding of the written contract shall not be legally-binding and shall be superseded by the written contract in full unless otherwise expressly agreed.
4. Unless otherwise agreed to in writing by Seller, these GTCSD are the final, complete and exclusive statement of the agreement of Buyer and Seller. An order or an amendment submitted by Buyer orally or in a purchase order or other writing (whether or not it contains terms or conditions modifying, adding to, repugnant to or inconsistent with these GTCSD), may be accepted, approved or filled by Seller, but any resulting contract and the liabilities or obligations of Seller will be determined solely by the GTCSD, and (unless Seller otherwise advises Buyer in writing) notice is given that Seller objects to any such terms or conditions in Buyer's purchase order or other document or communication. Seller will not be deemed to have in any way enlarged or modified its liabilities or obligations under the GTCSD by filling such order or by failing to further object to Buyer's terms or conditions.

5. The Customer acknowledges that any provision of a legally-binding declaration on behalf of our company must be made jointly by two authorised representatives in accordance with our rules concerning authority to represent.

III. RESERVATION OF RIGHTS / NON-DISCLOSURE / CONFIDENTIALITY

1. We reserve all rights of ownership, copyright and property rights in relation to all documents, materials and any other items (e.g. offers, catalogues, price lists, quotations, plans, drawings, illustrations, calculations, product descriptions or product specifications, samples, models or any other tangible and/or electronic documents, information and software) made available by us to the Customer. Nothing in these GTCS is to be construed as a grant or assignment of any license or other right to Buyer of any of Seller's or its affiliates' intellectual property rights, whether patent, trademark, trade secret, copyright or otherwise. Any improvements and developments related to the goods arising out of Seller's efforts will be owned exclusively by Seller. Subject to the provisions of mandatory law, the Customer shall not make available the above documents, materials or items or the contents of any of the above documents, materials or items to any third party or notify such to any third party, exploit such, or copy or change such without our prior written approval. The Customer may use the above documents, materials and items only for the purposes of fulfilling its obligations as set out in the contract and shall, upon our request, return the above documents, materials and items and destroy any existing (including electronic) copies (or erase such) insofar as such are no longer required in the ordinary course of business or in order to comply with retention obligations existing at law. Upon our request, the Customer shall provide confirmation or evidence of the return or destruction/erasure in full of the documents, materials or items or, as appropriate, give notice as to which of the documents, materials or items for whatever reason are still required. In relation to software, the provisions set out under XII shall apply.
2. Both parties agree to keep confidential all information received from the other party in the course of the contractual performance. This shall apply also for ten (10) years after the ending of the delivery contract. This obligation shall not apply to any information already known to the receiving party by legitimate means without a corresponding duty of confidentiality or, to any information which the receiving party becomes aware of subsequently by legitimate means and without any corresponding duty of confidentiality or, to any information which is, or becomes, generally known without such being caused by a breach of contract by any of the parties.

IV. PRICES / PROCESSING CHARGES / DELIVERY

1. Unless otherwise agreed, all our deliveries shall be ex works (FCA Incoterms (2010)) (with respect to the warehouse or facility from which we ship the respective delivery).
2. Notwithstanding IV (1) above, and subject to agreement with the Customer, we shall deliver the goods to a destination specified by the Customer. In such event, the Customer shall bear the transport costs of such delivery (including the costs of packaging). Any risk of accidental loss or deterioration of the goods in relation to any delivery undertaken in accordance with the first sentence of IV (2) shall pass to the Customer upon receipt of notification of the readiness of the goods for shipping or, if the contract does not provide for such notification of readiness

for shipping, such risk shall pass at the latest when the goods are handed over to the transport company, freight company or other transportation personnel. This shall also apply in case of any part delivery or in circumstances where we also provide other services (e.g. the above-mentioned shipping or transport or assembly).

3. Any risk of accidental loss or deterioration of the goods shall pass to the Customer even if the Customer is delayed in accepting the goods.
4. In relation to any order quantities not achieving the minimum level specified in our applicable price list and/or the specified minimum order value, we shall charge a processing fee at the rate of ten percent (10%), unless agreed otherwise.
5. If Seller is responsible for transport, we are entitled at our own reasonable discretion to determine the method of transport (including in particular the responsible transport company and the transport route) and the packaging (in terms of both material and type).
6. We shall retain all ownership rights to pallets, containers and other reusable packing and the Customer shall return such to our point of delivery free of charge and without undue delay. Any disposable packaging shall be charged to the Customer and shall not be accepted for return.
7. Unless otherwise agreed, the net list prices applicable at the time of the concluding of the contract plus any applicable tax shall apply to all transactions. Prices quoted shall be free carrier (FCA Incoterms (2010)). The Customer shall bear all costs for insurance, transportation, packaging and additional costs for any express shipment as well as any other taxes or duties unless agreed otherwise.
8. If the agreed prices are our net list prices, no specific fixed (unchangeable) prices have been agreed and if delivery is made more than four (4) months after the concluding of the contract, the current net list prices at the time of delivery shall apply.
9. In the event the Seller is required to remit antidumping duties via cash or bond to U.S. Customs and Border Protection at the time of entry of the goods into the United States, or at any time thereafter, then Buyer agrees that the price of such goods shall be increased by the amount of antidumping duties paid or deposited by Seller, except that if such duties are refunded to Seller due to the dismissal of a petition, then such duties shall also be refunded by Seller to Buyer, without interest.
10. In the event the Seller is required to remit tariffs for steel or aluminum at the time of entry of the goods into the United States, or at any time thereafter, then Buyer agrees that the price of such goods shall be increased by the amount of tariffs paid or deposited by Seller.

V. EXPORT CONTROLS

1. The Customer strictly complies with all applicable, European Union ("EU"), United States of America ("US") and any other applicable export control and sanction laws and regulations ("Export Control Regulations").

General Terms and Conditions of Sale and Delivery
of the Schaeffler Group for the U.S. and Canada

SCHAEFFLER

The Customer shall notify us beforehand and disclose any information (including end-use) necessary for us to comply with Export Control Regulations in case our products, technology, software, services or any other goods ("Schaeffler Items") that are specifically ordered for use in connection with

- a) any country or territory, person or entity that is subject to any restrictions or prohibitions under the EU, US or any other applicable export control and sanction regulations; or
 - b) the design, development, production or use of military or nuclear goods, chemical or biological weapons, rocket, space or air vehicle applications and means of transportation.
2. We inform the Customer that (i) the US Department of the Treasury's Office of Foreign Assets Control (OFAC) treats us as a US Person under the sanction regulations on Iran ("ITSR") and Cuba ("CACR"), and therefore (ii) that Schaeffler Items shall not – without prior authorization by the competent US governmental authorities and subject to any applicable anti-boycott regulations – (a) be used in any country or territory that is subject to any restrictions or sanctions of the US government or by any person or entity on any sanction list maintained by the U.S. government, or (b) supplied, exported, re-exported, sold or otherwise transferred, directly or indirectly, to any country or territory that is subject to any restrictions or sanctions of the US government or to any person or entity on any sanction list maintained by the U.S. government.
 3. The transfer or export of Schaeffler Items may require a license from the cognizant government agency or written assurances by the customer that it shall not export such items to certain foreign countries without prior approval of such agency. We neither represent that a formal authorization (e.g. license, permit, etc.) is or is not required or that, if required, it shall be issued. If a formal authorization is required, and not issued by the cognizant government agency, Seller is entitled to refuse or withhold the contractual fulfilment without any liability towards the Customer or Seller.
 4. The fulfilment of the contractual obligations by us is subject to the proviso that the applicable Export Control Regulations do not contravene. In such a case, we are, in particular, entitled to refuse or withhold the contractual fulfilment without any liability towards the Customer.

VI. DELIVERY DATES / DEFAULT DELAY / CALL ORDERS / PART DELIVERIES

1. Any delivery periods/dates for the provision of goods and materials (delivery deadlines) stated by us shall be deemed to be approximate only. This shall not apply if a firm delivery date has been expressly confirmed or agreed. Confirmed or agreed delivery deadlines shall start to run only after order confirmation, or, in relation to deliveries subject to advance payment, only when payment is received and in any event no delivery period shall start to run earlier than from the date of a final agreement being made with the Customer concerning any matters to be clarified before the start of production.
2. Each month, Buyer will provide Seller with a rolling forecast matching the Seller's longest quote lead time of its anticipated purchases of the goods (Forecast), which will take into consideration Buyer's existing inventory. Buyer authorizes Seller to rely on these Forecasts, and agrees that: (i) the first quarter, or three months, of each Forecast are Firm with respect to

- finished Goods; and (ii) the two quarters, or six months of each Forecast are Firm with respect to raw material. For clarity, "Firm" means that Buyer is committed to purchasing from Seller.
3. We shall not be liable in any event of impossibility or delay in our performance insofar as such arises from circumstances involving force majeure or other events unforeseeable at the time of the concluding of the contract and for which we are not responsible (e.g. operational disruptions of any type, fire, natural catastrophes, weather, flooding, war, uprisings, terrorism, transportation delays, strikes, legitimate lockouts, labor shortages, energy or raw material shortages, delays resulting from the granting of any necessary official permits, measures of any authority/sovereign, or prohibitions (e.g. sanctions, embargoes or other export control provisions) unforeseen increase of risk, that the fulfilment of any obligations under this Agreement or any Individual Delivery Contract are leading to or could lead to the imposition of sanctions (e.g. secondary sanctions)), any law, rule, order or action of any court, agency or other instrumentality of the federal or any state or local government, including but not limited to the imposition of tariffs, transportation difficulties or exhaustion, reduction, unavailability, or delay in delivery of any product or material necessary in the manufacture of the goods to be sold hereunder (regardless of whether or not such exhaustion, reduction, unavailability, or delay is beyond such party's control, provided only that the same is not wilfully done or brought about for the purpose of excusing failure or omission to perform or any other cause beyond a party's control. If any of the events or contingencies referred to in this provision occurs, Seller shall have the right to curtail deliveries or allocate its supply of goods for sale among all of its customers in any manner in which in its sole discretion is fair and reasonable in the circumstances, and Buyer shall not hold Seller responsible in any manner for losses or damages which Buyer may incur as a result of such failure, curtailment or allocation by Seller. Notwithstanding the foregoing, Seller will make every reasonable effort to procure supplies and materials from alternate sources if necessary and make every effort possible to meet and fill the orders of Buyer. Such events shall also include incorrect or delayed deliveries by our suppliers for which we are not responsible and in relation to which we had entered into an appropriate contract with the respective supplier for the satisfaction of our requirements at the time of the concluding of the contract. In case of any of the above events, the related delivery deadlines shall be extended automatically by the period of the respective event plus any necessary additional lead time. We shall notify the Customer as to any such event without undue delay and at the same time shall provide notice of the likely new delivery deadline.
 4. Insofar as it is agreed with the Customer that a fixed quantity shall be delivered within a fixed period ("completion period") and the Customer has the right to specify the date for each delivery, the deliveries shall be requested at least twelve (12) weeks before the desired delivery date. Upon expiration of the completion period, we may deliver and charge the Customer for any quantities not yet requested.
 5. We shall be entitled to make part deliveries in the event that (a) a part delivery can be used by the Customer in terms of the agreed purpose of the contract, (b) the provision of the remaining performance has been ensured and (c) the Customer shall not incur any significant additional costs due to the part delivery.

VII. PAYMENTS

General Terms and Conditions of Sale and Delivery
of the Schaeffler Group for the U.S. and Canada

SCHAEFFLER

1. Payments shall be made without any deductions to one of our bank accounts within 30 days from the date of Seller's invoice. An invoice shall be deemed to have been received within three (3) days of sending unless the Customer is able to prove otherwise. We are entitled, even in relation to on-going transactions, at any time to require payment in advance in whole or in part for any delivery. Such a requirement shall be communicated by us to the Customer in our order confirmation at the latest.
2. The Customer shall be deemed to be in default in relation to any payment as soon as the Customer fails to pay by the agreed payment date unless payment has been delayed as a result of circumstances for which the Customer is not responsible. In case of default in payment, the Customer shall pay the applicable legal statutory interest on the purchase price in default.
3. Seller may offset or recoup any amounts owed by Seller or an affiliate of Seller to Buyer or an affiliate of Buyer against any amounts owed by Buyer or an affiliate of Buyer to Seller or an affiliate of Seller. Buyer waives any right of offset or recoupment and will pay all amounts owed to Seller when due regardless of any claim of Buyer regarding warranties or other issues arising under contract, tort, statute or otherwise. Payment of such amounts under written protest will not constitute a waiver by Buyer of its claims.

VIII. WARRANTY

1. Seller warrants only that the goods shall conform to Seller's specifications and will be free from defects in workmanship and materials. There are no warranties other than as specifically referenced in these GTCSD, and Seller DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY AND ALL WARRANTIES OF MERCHANTABILITY AND/OR WARRANTIES OF FITNESS FOR A GENERAL OR PARTICULAR PURPOSE. Seller's exclusive liability under this warranty or for shipment of non-conforming goods shall be repair or replacement of non-conforming or defective goods. In addition to that, Seller shall be liable for any cost associated with such repair or replacement, such as cost of mounting, dismounting, transportation, or handling up to a maximum amount of one-hundred percent (100%) of the purchase price of the non-conforming or defective goods. If Buyer discovers that the goods breach any warranty, Buyer must notify Seller in writing of the breach of warranty within thirty (30) days after discovery of the breach. The notice must specify the facts constituting the alleged breach and must be sent to Seller. Seller shall have a reasonable opportunity to investigate any alleged breach of warranty before Seller has any obligation to take any remedial action. This warranty does not include goods that have defects or failures resulting from Buyer's design of the goods, accident, neglect, abuse, misuse, improper handling, improper storage or installations, alterations, or modifications.
2. Any right to claim for defects shall expire 24 months after delivery of the goods unless mandatory law requires a longer limitation period for such rights to claim.
3. If upon Buyer's requests Seller assists Buyer in submitting suggestions concerning design, construction or composition of molded parts, Seller shall not be liable for or on account of any such suggestions made by Seller or input given by Seller, whether or not adopted by Buyer in whole or in part.

IX. LIABILITY FOR DAMAGES

BUYER AND THIRD PARTIES ARE NOT ENTITLED TO ANY CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR INCIDENTAL DAMAGES, AS DEFINED IN THE UCC OR OTHERWISE. This limitation will be enforced regardless of whether Seller has defaulted in its warranty or other obligations or the limited warranty is held to fail of its essential purpose. Any legal inability to limit or restrict the right of Buyer or a third party to such damages will not affect the right of Seller to indemnification hereunder, and under no circumstance will Buyer recover more than the purchase price. UNDER NO CIRCUMSTANCES WILL SELLER'S LIABILITY FOR CLAIMS FOR NON-DELIVERY OR OTHER NON-PERFORMANCE, DEFECTIVE PERFORMANCE, NON-CONFORMING GOODS, DEFECTIVE GOODS OR OTHERWISE EXCEED THE AMOUNT RECEIVED BY SELLER FOR THE PERFORMANCE OR SHIPMENT WHICH CONTAINED THE NON-CONFORMING GOODS, DEFECTIVE GOODS OR SUCH OTHER EVENT GIVING RISE TO THE CLAIM.

X. INDEMNIFICATION

1. Third Parties. Buyer will indemnify Seller from any and all third-party claims, damages and expenses (including reasonable attorneys' fees) under theories of tort, product liability, negligence (ordinary or gross), warranty, contract, statute or otherwise arising out of the production, use, storage, sale, processing or other disposition of the goods, supplies or materials used in connection with the goods, or parts manufactured with the goods, if the action or inaction of Buyer or its employees, customers or agents, or Buyer's design specifications, were a material or proximate cause of injuries or damages giving rise to claims against Seller. Seller is under no obligation to indemnify Buyer for any reason.
2. Buyer's Indemnity for Unsafe Use. If Buyer fails to comply with the obligations set forth in this subsection, Buyer will indemnify and save Seller from any liability or obligation incurred by Seller to persons injured directly or indirectly in connection with the operation of the goods and all warranties of Seller will become automatically void. Buyer will notify Seller promptly, and in any event within 30 days, of any accident or malfunction involving goods which results in personal injury or damage to property and will cooperate fully with Seller in investigating to determine the cause of such accident or malfunction, including allowing Seller access to the goods and Buyer's reports regarding the goods for Seller's inspection. If Buyer fails to provide such notice and cooperation to Seller, Buyer will indemnify Seller from any claims arising from such accident or malfunction whether or not the goods are non-conforming or defective.

XII. GUARANTEE / PROCUREMENT RISK

1. Any provision of a guarantee or a risk of procurement by us must be made by way of an express written agreement designated as such.
2. Both parties agree that any information provided in catalogues, printed documents, advertising materials and other general forms of information shall not at any time constitute a guarantee or assumption of a risk of procurement.

XIII. USE OF SOFTWARE

General Terms and Conditions of Sale and Delivery
of the Schaeffler Group for the U.S. and Canada

SCHAEFFLER

1. If the scope of any delivery includes software, the Customer shall receive a non-exclusive, non-transferable right to use the software exclusively in connection with the goods designated for use with the software, such right being for the finite period set out in the delivery contract and not sub-licensable without our written consent.
2. The Customer shall not duplicate, process or decompile the software without our permission unless such is required under mandatory law. The Customer shall not remove any details of the producer, especially any copyright identification marks, or modify such without our prior written express consent. All other rights to the software, including any copies thereof, are reserved by us.

XIV. DUTY TO NOTIFY IN CASE OF MEASURES RELEVANT TO PRODUCT SAFETY LAWS

1. In the event that any measures relevant to product safety laws are carried out at the premises of or against the Customer in connection with our products (e.g. monitoring of market activities by the authorities, such as a returning of goods or a recall order) or if the Customer intends to carry out such measures (e.g. report to market monitoring authorities), the Customer shall notify us in writing without undue delay.
2. If Buyer believes a recall is required by law and, in whole or in part, is caused by the goods, Buyer shall give prompt written notice to Seller, keep Seller at all times fully informed and consult with Seller on the actions to be taken. Buyer shall not respond to inquiries of any Federal or State agency relating to the goods without prior consultation with Seller. Prior to any recall involving the goods, Seller shall have the right to perform a full investigation including but not limited to inspection and testing (including destructive testing) of the goods involved, vehicle history, scene investigation, and copies of all witness statements, reports, analysis, and tests performed by or on behalf of or in the possession of Buyer. Buyer shall give Seller full support for such investigation. In the event that a recall is determined to be legally required, both parties agree to negotiate a fair and equitable reimbursement of a share of Buyer's direct expenses incurred for such recall. Such allocation shall take into consideration the portion of each party's responsibility, the cost of the goods involved, the other cause(s) of the recall and the strength and the nature of the evidence concerning the defect and its cause(s). In no event shall Seller be liable for mark-ups or profit margins normally accruing to Buyer or its customers in the provision of replacement parts, nor for costs of handling, administration, customer inducement or incentives, nor for incidental, consequential or punitive damages (including but not limited to damages caused by standstill, loss of goodwill, lost profits), whether incurred by Buyer or any of its customers.

XV. BREACH / CANCELLATION

1. Default. Seller may cease performance of its obligations, recover the goods in transit or delivered, disable delivered goods, and otherwise enforce its remedies for Buyer's default if Buyer defaults in the performance of its obligations, if Buyer advises Seller that it will default in the performance of its obligations, or if any action is started by or against Buyer seeking the appointment of a trustee or receiver or the entry of an order for debtor's relief for Buyer.
2. Compensation. Seller will be awarded interest, consequential and incidental damages and costs (such as interest and actual reasonable attorneys' fees) in any proceeding to enforce its

General Terms and Conditions of Sale and Delivery
of the Schaeffler Group for the U.S. and Canada

SCHAEFFLER

remedies in which it obtains relief or damages or in which it prevails in the defense of any action by Buyer.

3. Security. Seller may require that Buyer post security for any or all amounts to be paid if Seller has a good faith doubt as to Buyer's ability to make prompt payment. If Buyer does not post such security, Seller may cease performance of its obligations, and enforce its remedies for Buyer's default.
4. Good Faith. Seller will not be liable for any action taken pursuant to a good faith exercise of any of its rights under the Agreement or law.
5. In the event Buyer cancels any part of an order for any reason, including a price increase by Seller, Buyer shall nonetheless purchase from Seller all special material or parts obtained by Seller to complete Buyer's order. Such materials and parts, if any, shall be invoiced to Buyer by Seller at Seller's cost, including freight. This remedy of Seller shall be in addition to all other remedies available to Seller under law.
6. Buyer shall have payment obligations to Seller based on the quantities and delivery dates specified in the Firm order period and the rolling forecast furnished to Seller for the products. Specifically, Buyer shall pay Seller 100% of contract price for all finished products manufactured or purchased by Seller, and 100% of Seller's cost of raw material, work in process, and purchased components for products not finished between day one (1) and day ninety (90) of the forecast. Buyer shall pay Seller 100% of Seller's cost of raw material, work in process, and purchased components for products not finished, but deliverable between day ninety-one (91) and day one-hundred eighty (180) of the forecast.

XVI. TOOLING

Tools, dies and other equipment furnished to Seller by Buyer or ordered from Seller by Buyer, if any, shall be at Buyer's risk and expense. Changes in molds, dies and tools made necessary by changes in specifications already accepted by Seller shall be at Buyer's expense, and Buyer shall assume all risk of resultant damage. Seller agrees to maintain all molds, dies and tools during their normal productive life, except that Seller's liability to do so shall be limited to a period of one (1) year after completion of the most recent production order. The normal productive life of any mold, tool or die shall also be considered to have terminated when Buyer no longer accepts parts produced from such mold, tool or die because of defects caused by wear. Molds and tools furnished to Seller by Buyer or ordered from Seller or its agents by Buyer, if any, shall remain in the possession of Seller for six months after termination of this contract and completion of the most recent production order and shall thereafter be made available for delivery to Buyer. Seller shall in no way be liable for the continued existence or availability of any such mold, die or tool after expiration of a period of one year after completion of the most recent production order. Buyer shall pay the costs of any mold, dies or tools furnished by Seller on Buyer's demand for delivery thereof. Buyer hereby grants a lien and Seller shall have and retain the only lien on Buyer's molds, dies, tools, parts, materials or other materials, goods or services (including work in process and special materials for parts ordered for buyer) for which Seller has not been paid (whether invoiced or not). If Buyer's account for molds, dies, tools or parts remains unpaid for 90 days, Seller may use the same to make and sell parts there from.

XVII. MISCELLANEOUS

1. The place of performance for deliveries shall be the location or warehouse from which we undertake the delivery.
2. These GTCSD will be construed and governed in accordance with the laws of the State of the Seller's principal location. The provisions of the United Nations Convention on Agreements for the International Sale of Goods, and any conflict-of-law provisions that would require application of another choice of law, are excluded. Buyer consents to the exclusive jurisdiction of the appropriate federal or state court of the Seller's principal location, for any legal or equitable action or proceeding arising out of, or in connection with these GTCSD.
3. Each party acknowledges and agrees that any controversy that may arise under these GTCSD is likely to involve complicated and difficult issues and, therefore, each such party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to these GTCSD.
4. In the event that any provision of these GTCSD is or becomes void or ineffective in part or in whole, the effectiveness of the remaining provisions shall not be affected thereby. To the extent that any provision did not become part of the contract or is ineffective, it shall be replaced with an effective provision that most closely reflects the commercial intent of the parties.
5. We hereby give notice that personal data shall be stored only in compliance with the provisions of the law and shall be processed only in connection with business transactions. The Customer hereby gives its consent to such processing.
6. Buyer represents that it is solvent, able to pay the price for the goods, and that all financial and business information given to Seller is correct. If Buyer becomes insolvent before delivery of the goods, it must promptly notify Seller. Buyer's acceptance of delivery will be a reaffirmation of Buyer's solvency, and that there has not been a material adverse change to Buyer's financial condition.
7. Upon reasonable grounds for insecurity, Seller may demand adequate assurance of performance from Buyer and until such assurance is received in writing, Seller may suspend any performance under these GTCSD.
8. The parties' rights, liabilities, responsibilities and remedies shall be exclusively those expressly set forth in these GTCSD and are in lieu of any others available at law or otherwise.
9. A waiver of and/or failure to perform any one or more of the conditions of these GTCSD shall not constitute a waiver of or any excuse for nonperformance as to any other part of these GTCSD or any other order.
10. No right or interest in these GTCSD may be assigned by Buyer without the prior written consent of the Seller. Any assignment attempted by Buyer will be void and ineffective for all purposes unless made in conformity with this section.