

Standard Terms and Conditions for Sales (the “Terms”)

The Terms apply to all sales of products (“Products”) by Bren-Tronics International Solutions SARL (“Seller”) to Buyer pursuant to an order acknowledgement (collectively, with the Terms, the “Agreement”).

- 1. Acceptance.** Notwithstanding anything in Buyer’s purchase order, Seller’s performance of any order is expressly made conditional on Buyer’s agreement to the Terms unless otherwise specifically agreed to in writing by Seller. Absent such separate written agreement, Seller’s commencement of performance or delivery shall not be deemed acceptance of any of Buyer’s terms and conditions. This serves as a written objection to and rejection of all inconsistent or additional terms, conditions and limitations contained on any form, writing, electronic transmission, facsimile or any other method of communication of Buyer. Buyer’s acceptance or use of any Product shall be deemed acceptance of the Terms. Seller may accept or reject any Buyer order.
- 2. Payment.** Payment terms are indicated in the offer and any credit terms require prior agreement by Seller. In the absence of such agreement, payment must be made, including all taxes, upon order acknowledgment. As per Article L441-6 of the French Commercial Code, the agreed payment terms may not exceed 45 days end of month or 60 days net date of the invoice.

Payments shall not be subject to offset or setoff. No discount will be granted for any early payment. Acceptance of a partial payment by Seller shall not be a waiver of the right to be paid the remainder due. Buyer may not apply any adjustments to Seller’s invoice without Seller’s written authorization.

Non-payment of invoiced amounts by the due date will result in:

- The outstanding balance becoming immediately due, regardless of the payment method.
- Late payment penalties equal to three times the legal interest rate in accordance with Article L441-10 of the French Commercial Code. This rate is based on the European Central Bank’s most recent interest rate plus 10%.
- A fixed indemnity of 40 Euros for collection costs, per Decree No. 2012-1115 of October 2, 2012 (Article D441-5 of the French Commercial Code).

Buyer shall bear all collection costs including, without limitation, reasonable legal fees and litigation costs. Any invoice disputes not raised in writing within ten (10) days from the invoice date are waived.

Seller may in addition (at its sole option and without a requirement to notify Buyer) cancel the sale. Any advance payments made will be retained by the Seller. Seller reserves all rights to claim further damages resulting from delayed or cancelled payment.

- 3. Purchase Money Security Interest.** Buyer hereby: (a) grants to Seller a security interest in all Products purchased hereunder and their proceeds until all payments are made in full; (b) authorizes Seller to execute and file appropriate financing statements or other documents on Buyer’s behalf to perfect Seller’s security interest; and (c) agrees to perform all acts necessary to protect Seller’s interest. Seller shall be subrogated to all of Buyer’s rights arising in the event of any payment or other satisfaction for damaged, lost or destroyed Products. Buyer shall execute and deliver all instruments and take all other actions necessary to secure such rights.
- 4. Changes and Cancellations.** Order changes or cancellations are subject to Seller’s written approval and additional charges may apply. Seller shall not be liable for any delays due to order changes. Seller may make changes in the Products without obligation to install such changes in any Product manufactured prior thereto. Seller may make such changes to any ordered Products as do not, in Seller’s judgment; interfere with the satisfactory operation of the Product. Seller may charge Buyer a cancellation charge if Buyer cancels any part of an order or if Seller terminates an order due to Buyer’s violation of any duty to Seller. Unless agreed to in advance, any Product already on order or that have shipped with no actual use for a maximum of 45 calendar period will incur a fifteen percent (15%) restocking fee. In addition, the minimum net order amount of three-hundred fifty euros (€350) applies. For custom products, the cancellation fee will be one-hundred percent (100%) of the order value unless otherwise agreed in writing by the Seller.
- 5. Termination for Convenience.** Without limiting Seller’s right to cancel this order for default of Buyer as provided herein, Seller may terminate all or any part of the work under any purchase order and refund all sums paid upon written notice. This shall be Buyer’s sole remedy in the event of termination. Buyer shall return all Seller documentation and materials in its possession.
- 6. Shipment.** Except as otherwise agreed in writing by Seller in an order acknowledgment, all sales are DAP (Delivered at Place) consignees location or where unknown Buyer’s location. Upon Seller’s notice that any shipment is ready, Buyer shall supply necessary shipping instructions. If Buyer fails to do so, Buyer shall pay all of Seller’s subsequent storage, handling and other expenses. Buyer shall owe Seller the full price of the Products, irrespective of loss or damage in transit.

Unless circumstances clearly indicate otherwise or Seller, in its sole discretion, chooses to ship the Products in a single lot, the Products may be shipped in separate lots. Seller shall follow the packing requirements customarily used by Seller for the shipping method selected for the Products. Seller will use commercially reasonable efforts to comply with any special packaging requirements specified by Buyer, at Buyer's additional expense.

- 7. Tax.** All government charges upon the production, shipment or sale of Products, including, without limitation, use, occupation, export and import taxes, and any other impositions by any government whatever, direct or indirect, including those required to be collected by Seller, shall be paid by Buyer or, in lieu thereof, Buyer shall furnish Seller with an exemption certificate acceptable to the taxing authority. Seller reserves and Buyer disclaims all rights to drawback of duties paid on materials used in the manufacture of the Products. Buyer shall supply Seller with proof of exportation and all other documents necessary and otherwise cooperate to obtain payment thereof.
- 8. Inspection and Acceptance of Products.** The Products shall be inspected by Buyer upon delivery. Products shall be deemed accepted by Buyer unless Buyer submits a written claim regarding Product condition or noncompliance with specifications to Seller within fifteen (15) calendar days of delivery. Any such written claim must state the particular respects in which the Products fail to conform to the terms of the order. No inspection or expediting by Buyer at the facilities of Seller's suppliers is authorized. Seller may produce and ship any Product from any of its facilities. If Buyer wrongfully rejects the Products or revokes acceptance thereof, or fails to make any payment when due, or repudiates any order delivered, Seller may recover as damages the price stated herein for such Products and any costs of collection, including reasonable legal fees. Upon such recovery of the price, the Products shall become the property of Buyer.
- 9. Title and Risk of Loss.** Risk of loss of the Products shall pass to Buyer upon placement of the Products into the possession of Buyer (DAP Consignee or Buyer's location) or Buyer's designated agent for. Title shall pass upon payment in full of all sums owed.
- 10. Returns.** Products may only be returned after obtaining Seller's written authorization and must be in new condition, with complete identification, shipped freight prepaid, in accordance with Seller's instructions. Returned Products are subject to a restocking charge. Custom-built Products may not be returned for credit. Products shall be returned to The Seller's warehouse in Plouzané (29280) France.
- 11. Documentation.** Seller shall provide Buyer with that data and documentation which is identified in Seller's quotation or standard product literature, which is available on Seller's website. Additional copies or unique data and documentation may be available to Buyer upon request at additional cost.
- 12. Confidential Information.** All information and materials provided by Seller, excluding publicly available marketing and related materials, including, but not limited to, pricing and discounts, are confidential and proprietary, whether or not identified as such ("Confidential Information"). Buyer shall hold all Confidential Information in confidence and shall disclose it only to its employees who have a need to know, and shall not use it detrimentally to Seller. Buyer shall not, and shall not attempt to, disassemble or reverse engineer any of the Products. Trade Secrets and proprietary information of Seller (hereafter collectively referred to as "information") shall mean information disclosed to Buyer by Seller in connection with this purchase order which is either identified to Buyer as being proprietary or which is information that a reasonable person would understand to be such information.
- 13. Advertising and Use of Name.** Buyer agrees that it shall not use the Seller's name or logo, nor any adaptation or variation thereof, in any manner whatsoever (including, but not limited to, website(s), press releases, reference lists, or similar public announcements concerning the purchase of products or projects contemplated by thereby), without the Seller's prior written consent in each instance.
- 14. Limited Warranty.**
 - 14.1. SELLER'S WARRANTY OBLIGATIONS WITH RESPECT TO ANY PRODUCT SHALL BE LIMITED TO COMPLYING WITH ITS PUBLISHED LIMITED WARRANTY FOR THAT PRODUCT AS IN EFFECT FROM TIME-TO-TIME. BUYER ACKNOWLEDGES IT HAS RECEIVED A COPY OF SELLER'S LIMITED WARRANTY. ALL OTHER WARRANTIES ARE EXCLUDED INCLUDING, WITHOUT LIMITATION, EXPRESS AND IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OF TRADE, OR COURSE OF PERFORMANCE. NO AGENT, EMPLOYEE, OR REPRESENTATIVE OF SELLER HAS ANY AUTHORITY TO BIND SELLER TO ANY AFFIRMATION, REPRESENTATION, OR WARRANTY CONCERNING THE PRODUCTS OTHER THAN AS STATED IN THE PUBLISHED LIMITED WARRANTY.**
 - 14.2 Buyer shall, free of charge, within a period of 12 months from the date of the Products receipt in accordance with the relevant Incoterm used, repair or at Purchaser's option replace any Products that:**
 - a) are notified to the Seller in writing, including product reference, serial number, initial order number, precise defect description, and circumstances;

- b) are notified to the Seller within 12 months of the date of Products receipt in accordance with the relevant Incoterm used;
- c) have been assigned a RMA (Return Material Authorization) number
- d) use, operation, and maintenance of goods in accordance with manufacturer's recommendations (written or otherwise);
- e) the Buyer covers all shipment costs;
- f) if an advance replacement is sent, the defective equipment must be returned within 30 (thirty) days (at the indicated return location); otherwise, the replacement Product will be invoiced as its selling value.
- g) title in any Products which have been replaced, will revert to Seller. Any repaired or replacement Products will be liable to repair or replacement under the terms specified in above for the unexpired portion of the twelve (12) month period from the original date of delivery of the replaced Products.

14.3 Out-of-warranty repairs may be available if the equipment is deemed repairable based on the information provided by the Buyer regarding the nature of the defect/failure. In this case, all repair costs (preliminary analysis at a flat rate of €375, components and labour) will be borne by the Buyer. After preliminary analysis of the defective equipment, if reparability is confirmed, a repair estimate will be sent by Seller. If the repair quote is not accepted by the purchaser, or if the equipment is finally deemed non-repairable, the preliminary analysis fee of €375 will remain payable. For out-of-warranty repair, all transport costs are to be borne by the purchaser.

14.4 Seller's guarantee shall not extend to compensation for damage resulting from the use of Products covered by the contract after acceptance. Consequently, the Buyer shall have no claim against Seller for damage suffered by it and shall indemnify Seller in respect of any claim for damage to third parties. All other warranties are excluded including without limitation express or implied warranties of merchantability and fitness for purpose and any implied warranties arising from the course of dealing, usage or trade, or course of performance. No representative of Seller has any authority to bind ABSL to any affirmation, representation, or warranty concerning the products other than as is stated herein or on any special conditions signed by both parties.

15. Indemnification.

- (a) Buyer shall indemnify, defend and hold harmless Seller and its directors, officers, employees, affiliates and assigns from and against any and all losses, damages (including incidental and consequential damages), expenses (including court costs, reasonable attorneys' fees, interest expenses and amounts paid in compromise or settlement), suits, actions, claims, penalties, liabilities or obligations (individually, "Loss"; collectively, "Losses") related to, caused by, arising from or on account of: (i) Buyer's purchase, receipt, storage, handling, use, sale, or shipping of Products or any other goods, or provision of any services or any other act or omission of Buyer; (ii) Buyer's negligence, wilful misconduct or violation of applicable laws, or regulations; (iii) any claim of any person that the execution or performance of the Agreement violates any rights of such person; (iv) any warranty, promise, representation, assurance or other statement made by Buyer that is different from or in addition to Seller's standard express limited warranties concerning the Products; (v) any actual or alleged defects in any Products manufactured to the specifications provided by Buyer and any actual or alleged defects in any parts supplied or provided to Buyer, unless such defect is due to the negligence of Seller; (vi) any third party's allegation that the Products or any item into which the Products are attached or incorporated infringes or misappropriates any copyright, patent, trade secret, trademark, trade name, or other property interest or proprietary rights of such third party; (vii) the failure of Buyer to comply with any covenant, provision or agreement of the Buyer contained herein; or (viii) any and all claims resulting from special marking of Products or containers in accordance with Buyer's request.
- (b) Seller shall indemnify, defend and hold harmless Buyer and its directors, officers, employees, affiliates and assigns from and against any and all Losses related to, caused by, arising from or on account of the failure of Seller to: (i) comply with any covenant, provision or agreement of Seller contained herein; and (ii) any third party's allegation that any Product infringes or misappropriates any copyright, patent, trade secret, trademark, trade name or other property interest or proprietary rights of such third party, except for any Products manufactured pursuant to Buyer's instructions of specifications.
- (c) Promptly after receipt by any party hereto (the "Indemnitee") of any demand, claim or circumstance which, with the lapse of time, would give rise to a claim or the commencement (or threatened commencement) of any action, proceeding or investigation (an "Asserted Liability") that may result in a Loss, the Indemnitee shall give notice thereof (the "Claims Notice") to the other party hereto (the "Indemnifying Party"). The Claims Notice shall describe the Asserted Liability in reasonable detail, and shall indicate the amount (estimated, if necessary) of the Loss that has been or may be suffered by the Indemnitee.
- (d) The Indemnifying Party may elect to compromise or defend, at its own expense and by its own counsel, any Asserted Liability and, if it does so, the Indemnifying Party shall have the right to make all decisions with respect to the handling of the defence of such Asserted Liability. If the Indemnifying Party elects to compromise or defend such Asserted Liability, it shall within thirty (30) days of the Claims Notice (or sooner, if the nature of the Asserted Liability so requires) notify the

Indemnitee of its intent to do so, and the Indemnitee shall cooperate, as requested by and at the expense of the Indemnifying Party, in the compromise of or defence against such Asserted Liability. If the Indemnifying Party elects not to compromise or defend the Asserted Liability, fails to notify the Indemnitee of its election as herein provided or contests its obligation to indemnify under this Agreement, the Indemnitee may pay, compromise or defend such Asserted Liability. Notwithstanding the foregoing, neither the Indemnifying Party nor the Indemnitee may settle or compromise any claim over the objection of the other; provided, however, that consent to settlement or compromise shall not be unreasonably withheld. In any event, the Indemnitee and the Indemnifying Party may participate, at their own expense, in the defence of such Asserted Liability. If the Indemnifying Party chooses to defend any claim, the Indemnitee shall make available to the Indemnifying Party any books, records, or other documents within its control that are necessary or appropriate for such defence.

- (e) Notwithstanding any other provisions herein, a party's sole remedy for any claim under or relating to or arising out of this Agreement or the Products or services to be provided, whether in contract, warranty or tort or under any legal or equitable theory, shall be to seek indemnity under this Section.
- 16. Limitation of Liability.** REGARDLESS OF THE FORM OF ACTION, SELLER'S LIABILITY RELATING TO THE PRODUCTS, THE MANUFACTURE, SHIPPING, SALE OR USE OF THE PRODUCTS OR THE SERVICES PROVIDED SHALL NOT EXCEED THE PRICE PAID BY BUYER FOR THE SPECIFIC PRODUCT(S) OR SERVICES GIVING RISE TO THE CAUSE OF ACTION. SELLER, ITS AFFILIATES, AND THEIR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF USE, DOWNTIME, LOSS OF DATA, FAILURE TO DETECT ANY FLAW IN ANY SUBJECT MATTER OF ANY TEST, LOSS OF GOODWILL, BUSINESS INTERRUPTION, DELAY IN PERFORMANCE, OR LOST OPPORTUNITIES, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE IN CONNECTION WITH THE SUPPLY OR SUBSEQUENT USE OR HANDLING OF THE PRODUCTS, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SELLER, ITS AFFILIATES, AND THEIR OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS SHALL NOT BE LIABLE FOR PROPERTY DAMAGE AND/OR THIRD PARTY CLAIMS COVERED BY INSURANCE PROVIDED TO BUYER, ITS ASSIGNS, AND EACH SUCCESSOR IN INTEREST TO THE PRODUCTS.
- 17. Default.** If Buyer defaults on any of its obligations, Seller may, without prejudice, defer further shipment until such defaults are remedied or decline further performance of any agreement with Buyer. If Seller has reasonable grounds for insecurity regarding Buyer's performance, Seller may demand adequate assurance of due performance and, until Seller receives such assurance, may suspend its performance hereunder. If Seller does not receive such assurance within thirty (30) days of its request, Seller may suspend performance of its obligations, cancel any or all pending orders, discontinue all sales to Buyer, sell only on a cash-with-order basis, or declare any and all unpaid balances immediately due and payable.
- 18. Force Majeure.** Seller shall not be liable for any failures or delays due to acts beyond Seller's control including, without limitation, acts of God, war (declared or undeclared), embargoes, labour actions, fires, floods, earthquakes, accidents, terrorist acts, government mandates, restrictions, or other actions, equipment failure, shortages or inability to obtain components or subcontracted work or raw materials, damage by the elements, transportation difficulties, production delays or unusually severe weather conditions.
- 19. Intellectual Property.** Seller supplies products, which may be: (i) Seller's standard commercial products ("Category 1 Products"); (ii) purchased from other sources ("Category 2 Products"); or (iii) manufactured by Seller to Buyer's specifications ("Category 3 Products"). Seller warrants that Category 1 Products shall not infringe the intellectual property rights of any third party. Seller shall defend, indemnify, and hold Buyer harmless against any claims, damages, losses, or other expenses (including reasonable attorney's fees) ("Claim") arising from breach of this warranty, provided Buyer promptly notifies Seller and gives assistance necessary for the defence of such suit. If any such Category 1 Products are found to be infringing and their use is enjoined, Seller shall, at its own expense, provide Buyer with a commercially acceptable alternative including, without limitation, procuring for Buyer the right to continue using the Category 1 Products, replacing them with a non-infringing product, or modifying them so they become non-infringing. These rights shall not apply if Buyer has modified the Category 1 Products. Regarding Category 2 Products, Seller will have no duty except to take commercially reasonable steps to ensure that Buyer enjoys the same rights as Seller against the parties who manufactured the items or sold them to Seller. Seller assumes no obligation with respect to Category 3 Products. This paragraph states the entire liability of Seller for intellectual property infringement by the Products supplied or any part thereof.
- 20. Technical Assistance.** Technical advice and recommendations ("Advice") of Seller are intended for use by persons having appropriate skill, at their own risk. Seller assumes no responsibility, and Buyer waives all claims against Seller, for results or damages due to the use of Seller's Advice.
- 21. Product Withdrawals, Modifications and Supply.** Nothing in this Agreement shall be construed to require Seller to sell or continue to sell or supply any of its Products, or to continue, discontinue or change any model or type of Product. Seller

may discontinue any Product or change the design of any Product at any time and shall not be liable under any circumstances for failure to furnish Products previously furnished, or for failure to modify Products previously sold. Whenever a Product is in short supply, Seller may allocate the available supply among any or all of its customers, including Buyer, in such manner as Seller in its sole discretion deems appropriate.

22. Right to Access. Seller will have the right to authorize any access to any Seller facility and regulatory agency involved in this order and to all applicable records.

23. Ownership. Seller shall have all right, title, and interest in and to all statutory and non-statutory intellectual property rights worldwide which are available to protect discoveries, ideas, designs, inventions, improvements, processes, works of authorship (including software), trade secrets, and other intellectual property of any kind including, without limitation, patents, copyrights, and all other rights available to protect trade secrets and confidential information, based in whole or in part on inventions, developments, or improvements created, conceived or reduced to practice by or on behalf of Seller in connection with any Product sold hereunder. Buyer's employees will cooperate in the preparation of any application for intellectual property rights with respect to any invention, development, or improvement.

24. Legal Compliance. Without limitation of any other provision of this Agreement, Seller and Buyer shall perform their obligations hereunder at all times in accordance with all applicable laws, local statutes, regulations and rules.

25. Export Compliance.

25.1 Buyer agrees that it shall not sell, transfer or deliver, directly or indirectly, any part or portion of the products, services or related documentation supplied by Seller pursuant to this purchase order to any person or organization in any country where such sale, transfer or delivery by Buyer would be prohibited by law or regulation now or hereafter in effect. Seller's obligations hereunder are conditioned upon Seller (or Buyer) obtaining, from the appropriate agencies or departments of the United States and French Government, all export licenses and other governmental permits that may be required by law to enable Seller to export the products, services and related documentation supplied by Seller pursuant to this purchase order. Seller agrees to take all reasonable steps to obtain such licenses and permits; provided, that Buyer shall reimburse Seller for any costs Seller expends or incurs in connection with obtaining such licenses and permits. In the event that the required approvals are not granted, withdrawn or not extended, then either party may terminate this Agreement. Buyer shall indemnify and save harmless Seller and its affiliated companies from and against any and all damages, liabilities, penalties, fines, costs and expenses, including attorneys' fees, arising out of claims, suit, allegations or charges of Buyer's failure to comply with these provisions. Any failure of Buyer to comply with the requirements or any breach of the warranty contained in this provision shall be a material breach of this purchase order.

25.2 (1) Buyer shall not sell, export or re-export, directly or indirectly, into or for use in the Russian Federation any goods supplied under or in connection with this Agreement that fall within the scope of Article 12g of Council Regulation (EU) No 833/2014 or its successor regulations.

(2) The Buyer will make every effort to ensure that the purpose of paragraph (1) has not been thwarted by third parties further down the commercial chain, including potential sellers.

(3) The Buyer establishes and maintains an appropriate monitoring mechanism to detect behaviour by third parties further down the trade chain, including where possible resellers, that would defeat the purpose of paragraph (1).

(4) Any violation of section (1), (2) or (3) constitutes a material breach of this purchase order and Seller shall be entitled to seek appropriate remedies, including, but not limited to:

(i) termination of this Agreement; AND

(ii) a penalty of 100% of the total value of this Agreement or the price of the goods exported, whichever is greater.

(5) The Buyer will immediately inform the Seller of any problems in the application of paragraph. (1), (2) or (3), including any relevant actions of third parties that would defeat the purpose of paragraph. (1). The Buyer shall make available to the Seller Information relating to compliance with the obligations arising from paragraphs (1), (2) and (3) within two weeks of a normal request for such information.

26. Anti-Corruption Compliance. Each party hereto represents, warrants and covenants to the other party that related to this Agreement: (a) It has not and will not, directly or indirectly, pay, promise, offer or authorize the payment of any money or anything of value to: (i) an officer, employee, agent or representative of any government, including any department, agency or instrumentality thereof or any person acting in an official capacity thereof; (ii) a candidate for political office, any political party or any official of a political party; or (iii) any other person or entity while knowing or having reason to know that all or any portion of such payment or thing of value will be offered, given or promised, directly or indirectly, to any person or entity for the purpose of obtaining or retaining business, or an improper business advantage. Each party also represents that any gifts, travel expenses, hospitalities or entertainment offered or provided shall meet the following conditions: (1) be permitted under the U.S. Foreign Corrupt Practices Act, the UK Bribery Act 2010 and the laws and regulations of the country in which this purchase order will be performed; (2) be consistent with applicable social and ethical standards and accepted business practices; (3) be of such limited value as not to be deemed a bribe, payoff or

any other form of improper inducement or payment; and (4) be of such nature that its disclosure will not cause embarrassment for either party.

- 27. Standard Forms.** The parties may use any of their standard purchase orders and other forms for purposes of convenience only. All purchases of Products by Buyer from Seller shall be subject to the terms and conditions of this Agreement and the Seller's standard commercial terms and conditions as in effect from time to time. Any provisions in the parties' standard form documents, including Buyer's purchase orders or Seller's standard commercial terms and conditions which are inconsistent or in conflict with those set forth herein, shall be void and of no force or effect.
- 28. Notice.** Any notice given or required under this Agreement shall be in writing and delivered by registered mail to Seller and to Buyer to such address as either party shall have last designated by notice given in the manner provided, and all such notices shall be deemed to have been given upon the mailing thereof by registered mail, postage and registration charges prepaid.
- 29. General.** Buyer shall not assign its rights or delegate its obligations without Seller's prior written consent. The Terms are binding on both parties, their successors and permitted assigns. Any provision found invalid or unenforceable under applicable law, shall to that extent be deemed omitted and shall not affect the remainder of the Terms. No action, regardless of form, arising out of the sale of Products and services may be brought by either party more than one (1) year after the cause of action has accrued. The Terms constitute the sole and entire contract of sale of the Products. There are no other promises, representations, or warranties by either party to other party pertaining to the subject matter hereof. No modification or addition to this Agreement or waiver of the forms or conditions hereof shall be binding upon any party hereto unless in writing and signed by the parties. No agent, employee or representative of the Seller shall have any authority to bind Seller to any affirmation, representation, agreement, covenant or warranty and none shall be enforceable by Buyer unless specifically included in this Agreement. All prior discussions, understandings, arrangements, electronic transmissions and all previous agreements between the parties of whatever nature or kind regarding the sale of the Products are herein superseded. The Terms may only be modified by a writing signed by an authorized Seller representative. Seller's waiver of any term or breach hereof shall not be construed as a waiver of any other term or existing or future breach. The United Nations Convention on the International Sale of Goods shall not apply. Clerical errors in quotations and specifications may be corrected at any time by Seller.
- 30. Disputes.** Any dispute arising under or in connection with the Agreement with respect to the rights, duties, or obligations of the parties shall be submitted in writing for resolution to ascending levels of management of the respective parties. If a dispute cannot be resolved to both parties' mutual satisfaction, after good faith negotiations, within ninety (90) days from the date the written claim is received by the other party, or such additional time as the parties agree upon in writing, either party may bring suit. The parties agree that all disputes in any way relating to, arising under, connected with, or incident to this Agreement, shall be subject to the exclusive jurisdiction and venue of the courts of Paris, France. All disputes shall be in either French or English at the Sellers option.
- 31. Relationship Between Parties.** The parties acknowledge that they are independent contractors and nothing contained in this Agreement shall be construed to constitute either party hereto as the partner, joint venturer, employee, agent, servant or other representative of the other party hereto.
- 32. Special Tooling, Special Testing, Facilities, and Additional Documentation.** Unless specifically provided to the contrary in this purchase order, the price set forth in this purchase order does not include any special tooling or special testing. Request for additional documentation such as a "Certificate of Origin" may incur additional charges.
- 33. Translation.** This Agreement and any related documents may be translated into one or more languages; however, the English translation shall be the official version and shall prevail over all other translations.
- 34. Privacy.** The Parties agree, where European personal data is involved, to abide by the General Data Protection Regulation (GDPR) and any local equivalents. If the GDPR is applicable, this Agreement shall be automatically modified and subject to the GDPR Data Protection Addendum (located at <http://terms.enersys.com>) whether such addendum is executed separately by the Parties or not.
- 35. Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof, and supersedes all prior discussions, agreements, representations and understandings between them