

TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

- 1.1. "Application" means Seller's customer application form for business accepted by Seller in connection with the sale of Products, Software and/or Services to Buyer.
- 1.2. "Buyer" means the person or entity specified in the Order or SOW.
- 1.3. "Buyer Material" means Buyer's preexisting intellectual property provided by Buyer for the purpose of an Order or SOW.
- 1.4. "Confidential Information" means information received by the receiving party from the disclosing party which (a) is marked as "Confidential" or "Proprietary"; or (b) would reasonably be considered confidential and/or proprietary under the circumstances surrounding disclosure.
- 1.5. "Customer" means Buyer's customer, including any end user, of the Products, Software, and/or Services.
- 1.6. "Deliverables" means any work product, reports, or other deliverables developed and provided by Seller as part of the Services and required under an Order or SOW.
- 1.7. "Existing Agreement" means an agreement signed by the parties that governs the purchase and sale of the Products, Software and/or Services.
- 1.8. "Order" means a purchase order issued by Buyer to Seller for the purchase and/or use of the Products, Software, and/or Services.
- 1.9. "Products" means those products, materials, or goods described in an Order or SOW.
- 1.10. "Seller" means the selling entity specified in the Order or SOW.
- 1.11. "Seller Materials" means any and all processes, formulas, tools, ideas, concepts, methodologies, software, know-how, business practices, trade secrets, object code, source code, documentation, information and ideas developed by Seller or its licensors, and all intellectual property rights therein.
- 1.12. "Services" means those specific tasks, functions, responsibilities, Deliverables and other services described in an Order or SOW.
- 1.13. "Software" means the computer programs, operating systems, interfaces, software-as-a-service, applications or other software specified in an Order or SOW.
- 1.14. "SOW" means a document agreed by Seller and Buyer in writing that specifies Products, Software and/or Services provided by Seller to Buyer.
- 1.15. "Special-Order Product" means any Product (i) that Seller procures or specially stocks for Buyer (including Products that are custom made, modified, altered, or includes special features), (ii) not readily saleable by Seller to other customers, (iii) not commonly stocked by Seller or (iv) identified by Seller as non-cancelable or non-returnable or "NCNR".
- 1.16. "Terms" means these Terms and Conditions of Sale.

2. **SCOPE OF AGREEMENT.** Unless there is an Existing Agreement, these Terms govern the sale, purchase and use of Products, Software, and/or Services by Buyer from Seller and, together with the Application, and each Order and SOW, constitute the entire and separate agreement between the parties with respect to the subject matter of such Application, Order or SOW. If a conflict arises between or among these Terms, the Application, and an Order and/or SOW, these Terms shall prevail unless otherwise expressly agreed in writing by authorized representatives of the parties. If Buyer is accepting these Terms on behalf of another party, Buyer represents and warrants that Buyer has full authority to bind such party to these Terms. Any additional, preprinted or different terms contained on any purchase order, portal, or other communication from Buyer purporting to apply shall be deemed void and unenforceable unless expressly agreed and signed in writing by authorized representatives of both parties. Buyer's placement of an Order or Buyer's or Customer's receipt or use of the Products, Software and/or Services constitute acceptance of these Terms.

3. **ORDERS.** Seller has the right, in its sole discretion, to accept or reject any Order, in whole or in part, at any time. Any change requested by the Buyer to any aspect of the scope of an Order or SOW must be agreed in writing by both parties and may result in a price and/or delivery adjustment as determined by Seller. Seller reserves the right to implement a minimum order value per Order or SOW. If Seller authorizes that all or part of an Order or SOW be terminated or suspended by modification, rescission or as otherwise provided in Sections 6 and 16, Buyer shall (without prejudice to Seller's other rights and remedies) pay Seller a reasonable amount to compensate Seller for the losses that Seller shall incur as a result, which shall include, without limitation, a restocking fee plus such amounts as Seller must pay to its suppliers and manufacturers relating to the relevant Order or SOW, together with a reasonable amount in respect of the profit that Seller has not been able to achieve in respect of the relevant Order or SOW. Buyer agrees it cannot cancel any Order for Special-Order Product. Without prejudice to the foregoing, if Buyer purports to cancel an Order for Special-Order Product and Seller agrees to such cancellation, Buyer shall pay or reimburse Seller the purchase price of the Special-Order Products plus any associated cancellation fees and associated costs incurred by Seller as a result or in relation to such cancellation. Seller may require a non-refundable deposit for any Special-Order Product ordered by Buyer.

4. **SERVICES.** The Services requested by Buyer shall be specified in an Order or SOW. When applicable, Buyer shall provide Seller with sufficient, free, safe and timely access to its premises and/or system as required to provide the Services. Buyer warrants that the premises where the Services will be performed will comply with all applicable occupational safety, health standards, rules, and regulations. Buyer agrees to ensure, so far as is reasonably practicable, the health, safety and welfare of Seller's personnel when on Buyer's premises including, but not limited to providing and maintaining premises and systems that are, so far as is reasonably practicable; safe and without risks to health. Seller may use subcontractors to perform its contractual obligations under an Order or SOW. If Seller uses subcontractors, Seller will be solely responsible for ensuring that they comply with their respective contractual requirements. Buyer shall not supervise or direct the performance of any Seller subcontractors. Seller or Seller's subcontractors, when applicable, shall obtain and maintain the necessary licenses, certifications, and permits, required to provide the Services. If Seller's performance of any of its obligations is prevented or delayed by Buyer: (a) Seller shall, without limiting its other rights or remedies under these Terms or as otherwise provided by law or equity, have the right to suspend or terminate performance of the Services; and (b) Buyer shall be liable for any costs and expenses sustained or incurred by Seller as a result thereof. Without limiting the foregoing, completion times referenced in an Order or SOW are only estimates.

5. **PRICE.** Prices on Seller's website, catalogs or in Seller quotes are subject to change without notice. Unless otherwise extended in writing by Seller, all prices on a Seller quote will expire and become invalid upon the expiration date stated therein, provided however, Seller reserves the right to update its quote in the event of an increase in tariffs, levies, duties, freight or importation cost, supplier pricing, or a material exchange rate fluctuation. Seller also reserves the right to increase its price applicable to an Order or SOW at any time where, as a result of an event outside the reasonable control of Seller (including but not limited to an increase in tariffs, levies, duties, freight or importation cost, supplier pricing, or a material exchange rate fluctuation), Seller's costs of providing Products, Services and/or Software are materially increased. In respect of the events outlined above, Seller will

provide an updated price and will not ship Product or provide Software or Services until Buyer revises an Order with the correct price. Should Buyer fail to revise an Order with the correct price within 3 business days of notification by Seller of the revised price, Seller shall have the right to terminate the relevant Order or SOW. Any manifest errors are not binding on Seller. The Seller's prices are exclusive of any applicable taxes at the prevailing rates. Buyer is liable for payment of all applicable transaction taxes, including sales, use, and value-added taxes, goods and services taxes, duties, customs, tariffs, and other government-imposed transactional charges however designated (and any related interest or penalty) on amounts payable by Buyer (collectively, "Transaction Taxes"), regardless of when such Transaction Taxes are levied or imposed. Such Transaction Taxes shall be due whether or not included on the invoice, Order or SOW. Buyer shall provide Seller with proof of exemption from Transaction Taxes including, but not limited to, certificates or documentary evidence of export (if applicable) at least fifteen (15) business days before the invoice due date and such proof must be acceptable to the relevant tax authority from which the Buyer is seeking an exemption. Buyer shall make all payments without withholding or deduction of, or in respect of, any tax unless required by law. If any such withholding or deduction is required, Buyer shall, when making the payment to which the withholding or deduction relates, pay Seller such additional amount as will ensure that Seller receives the same total amount that it would have received if no such withholding or deduction had been required.

6. **PAYMENT.** Payment for Products, Software and Services must be made (i) in the currency identified in the invoice or in its equivalent as specified in writing by Seller, and (ii) by wire transfer or any other means specified by Seller, at its sole discretion. Buyers (including any Buyers who are extended credit) shall pay any Seller invoice within thirty (30) days from invoice date or as otherwise determined and notified by Seller's Credit Control Department. In each case, Buyer shall make payment without any right to offset, counterclaim, holdback or deduction. Buyer must provide notice of any payment dispute within ten (10) days of the date of the invoice or Buyer waives any right to dispute such invoice; however, any such dispute shall not delay timely payment to Seller. Seller reserves the right to require guarantees, security or payment in advance of shipment from Buyer. In the event Buyer fails to pay the total sums due on an invoice by the due date or if an Insolvency Event (as defined in Section 16.4 below) occurs, the entire outstanding balance due to Seller on all invoices shall be accelerated and become due in full immediately and the maximum allowable charge and/or interest allowed by applicable laws shall be applied to all past due accounts commencing from the due date of the invoice until paid. Seller shall also be entitled, in addition to all other remedies available at law or in equity, to suspend performance of any outstanding Orders or SOWs and, as permitted by law, to recover reasonable attorneys' fees and/or other expenses incurred collecting all outstanding sums from Buyer or otherwise enforcing or successfully defending these Terms. Seller may set off any amount due from Buyer from any amounts due to Buyer. Seller reserves the right to convert any payment into electronic funds.

7. **SHIPPING/DELIVERY.** Unless otherwise agreed to in writing, all Product shipments shall be EXW, Seller's warehouse (Incoterms 2020). Where applicable, Seller may, in its sole discretion, use any commercial carriers and method and route of transportation for shipment of the Products. Buyer shall, as applicable, be responsible for shipping charges, including all applicable freight, shipping, insurance and handling charges, unless otherwise agreed to in writing. Risk of loss of the Products passes to Buyer upon delivery to the delivery point in accordance with the applicable Incoterm referenced above or, if Incoterms do not apply, transfer to the carrier at the shipping point. Title shall pass with risk, except where the delivery destination is located where Seller does not have a presence or if delivery is required outside of the free trade zone in which Seller is established, in which case title shall pass to Buyer on the earlier of (i) delivery at the delivery point specified in Seller's quotation; or (ii) immediately before the importation clearance. Software may be delivered electronically. Shipping dates or other applicable performance dates are estimated on the basis of prompt receipt of the Order and all information, drawings and approvals required to be furnished by Buyer. Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. Seller shall not be liable for any delay in delivery of Products, Services and/or Software that is caused by an event referred to in Section 20 or Buyer's failure to provide Seller with adequate delivery instructions or any other instructions that are relevant to the supply of the Products, Services and/or Software. In the event Buyer, verbally or in writing, confirms a delivery date with Seller but subsequently suspends the Order or is unable to accept delivery, Buyer shall reimburse Seller for all costs and expenses Seller incurs as a result thereof, including, but not limited to, reasonable storage costs. No delay in the shipment or delivery of any Products relieves Buyer of its obligations under these Terms. Seller reserves the right to make partial shipments without liability or penalty. Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of an Order.

8. **ACCEPTANCE.** Buyer shall be deemed to have accepted the Products and Services unless written notice of rejection is given to the Seller within five (5) business days from date of delivery.

9. **RETURNS.** Seller accepted Product returns shall be made pursuant to Seller's Product Return Policy, notified by Seller or as published at www.anixter.com/termsandconditions, as modified from time to time. Seller reserves the right to apply a re-stocking fee to any Product returns. Software cannot be returned without Seller's express prior written authorization.

10. **SHORTAGES.** Buyer shall submit all claims for shortages in writing to Seller within ten (10) days of receiving the Products; otherwise such claims will be deemed waived. Quantities are subject to normal manufacturer allowances. In the case of wires and cables, such allowances are plus 10% and minus 5%, unless otherwise stated in Seller's quotation.

11. **RECOMMENDATIONS.** Buyer acknowledges and agrees that any drawings, designs, suggestions, recommendations, or advice as to any products, software, or services including installation or use recommendations (collectively, "Recommendations") are provided "as is" and are for informational and conceptual purposes only. Buyer acknowledges that in the event it follows any such Recommendations, it does so at its own risk and agrees that Seller will not be liable for any damage, claims, liabilities, or losses suffered by Buyer or any third party, directly or indirectly, due to Buyer following any Recommendations. Any legal or regulatory compliance obligations shall remain Buyer's sole responsibility, and nothing herein is intended to shift any such burden from Buyer to Seller.

12. **WARRANTY/QUALITY GUARANTEE.**

12.1. **Product and Software Warranty/Guarantee.** Seller is a reseller of Products and Software and shall transfer and assign to Buyer any and all transferable warranties and guarantees made to Seller by the manufacturer of the Products and licensor or owner of the rights to the Software. Unless otherwise specified in writing signed by Seller, Seller provides no independent warranty or guarantee for any Products and Software. Buyer's sole and exclusive remedy for any alleged non-conforming part, defect, failure, inadequacy, or breach of any warranty or guarantee related to Products and Software (collectively,

TERMS AND CONDITIONS OF SALE

- "Defects") shall be limited to those warranties, guarantees and remedies provided by the manufacturers or licensor thereof. Seller is not responsible for obtaining or paying for access to, or uninstalling, installed Products, delivering replacement Products to the installation site, or installing replacement Products. Seller's obligations under this Section 12.1 will be void unless Buyer provides Seller with notice of the Defect within reasonable time from and in any event within 14 days from when Buyer discovered or should have discovered the Defect. Buyer shall contact Seller prior to contacting the manufacturer or licensor. In the event Buyer provides notice of a Defect to the manufacturer or licensor, Buyer shall immediately notify and engage Seller on any and all discussions and actions to be taken with such manufacturer. Seller DOES NOT WARRANT OR GUARANTEE that the Software will be free from errors or defects, will meet Buyer's needs, or will operate without interruption. Without prejudice to the provisions of Section 15 below (which deals with liabilities that cannot be limited by law), Seller DOES NOT WARRANT OR GUARANTEE that the Software will provide fail-safe performance when used in hazardous environments, including any application in which the failure of the Software could lead directly to death, personal injury, or severe physical or property damage. If Seller supplies any Products and Software which include open source software, Seller is not liable for defects in title or quality of the information, software or documentation, or for ensuring that it is correct, accurate, free of third-party property rights and copyrights, complete and/or usable.
- 12.2. **Private Label Product Warranty/Guarantee.** Solely as it pertains to those Products with Seller's private label brands (collectively "Private Label Products"), Seller warrants and/or guarantees that the Private Label Products are new and are free from defects in material and workmanship under normal use and conditions for a period of one (1) year from the original invoice date. If the Private Label Products fail to conform with the foregoing warranty and/or guarantee during the warranty and/or guarantee period, Buyer shall promptly notify Seller and Seller will, at its option and as Buyer's sole and exclusive remedy, either (i) repair or replace the defective Private Label Products; or (ii) refund to Buyer the amount paid for the defective Private Label Products.
- 12.3. **Services Warranty/Guarantee.** Seller warrants and/or guarantees that the Services it provides will be performed in a professional manner consistent with relevant industry standards. Provided Buyer notifies Seller in writing and in sufficient detail of a breach of the Services warranty and/or guarantee in this Section 12.3 within fifteen (15) days after provision of the non-conforming Services, Seller will, at its option, (a) re-perform the Services at no additional cost to Buyer or (b) credit Buyer the fees actually paid to Seller associated with the non-conforming Services. This is Buyer's sole and exclusive remedy, and Seller's sole and exclusive liability, with respect to any breach of warranty and/or guarantee relating to the Services it provides. Unless Seller agrees otherwise, this Services warranty and/or guarantee is personal to Buyer and may not be assigned, transferred or passed-through to any third party.
- 12.4. **Forfeiture of Warranty/Guarantee.** The warranties and/or guarantees described herein are subject to the limitations specified in such guarantees by the manufacturer or the licensor and, in any event, do not cover wear and tear and shall be ineffective and not apply to those Products, Software and Services that have been subjected to misuse, abuse, neglect, accident, damage, improper installation, unauthorized modification, or improper maintenance or repair, including, but not limited to, use not in accordance with the manufacturer's or other provider's specifications, license or instructions and in the absence of such instructions in accordance with good industry practice.
- 12.5. **Buyer's Information.** Buyer acknowledges and agrees that, in performing its obligations under these Terms, Seller will rely upon the accuracy and completeness of the information and documentation Buyer provides, and that Seller's performance is dependent on Buyer's provision of complete and accurate information and data. It is Buyer's responsibility to ensure that the Products, Software, and Services are the ones that it has requested and that all specifications and quantities are correct.
- 12.6. **DISCLAIMER.** TO THE FULLEST EXTENT PERMITTED BY LAW, THE FOREGOING WARRANTIES AND GUARANTEES ARE EXCLUSIVE AND IN LIEU OF, AND SELLER DISCLAIMS AND EXCLUDES, AND BUYER WAIVES, ALL OTHER EXPRESS AND IMPLIED WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, CONFORMITY TO ANY REPRESENTATION, DESCRIPTION, OR SPECIFICATION, PERFORMANCE, NON-INFRINGEMENT, AND OF ANY OTHER TYPE, REGARDLESS OF WHETHER ARISING BY LAW (STATUTORY OR OTHERWISE), COURSE OF PERFORMANCE, COURSE OF DEALING, OR ANY OTHER LEGAL OR EQUITABLE BASIS. NOTHING IN THESE TERMS, EXCLUDES OR LIMITS ANY WARRANTY OR REMEDY THAT CANNOT BE LIMITED OR EXCLUDED BY LAW, (INCLUDING IN RELATION TO TITLE AND QUIET POSSESSION) TO THE PRODUCTS, IN THE CASE OF DELIBERATE CONCEALMENT OF A DEFECT OR WHERE SUCH EXCLUSION DEPRIVES BUYER FROM THE OBJECT OF THE CONTRACT. BUYER ACKNOWLEDGES THAT (I) IT IS A BUSINESS CUSTOMER AND AN EXPERT IN ITS FIELD; (II) IT WOULD BE UNREASONABLE FOR BUYER TO RELY ON SELLER'S EXPERTISE; AND (III) THAT UNLESS EXPRESSLY STATED OTHERWISE IN SELLER'S QUOTATION THE AGREED SPECIFICATION IS THAT PROVIDED BY THE MANUFACTURER OF THE PRODUCTS OR LICENSOR OR OWNER OF THE SOFTWARE.
13. **PROPRIETARY RIGHTS LICENSE.**
- 13.1. **Intellectual Property Ownership.** Save in respect of Private Label Products, the parties acknowledge that Seller is a distributor of products and as such does not own the intellectual property in the Products or Software. Seller shall pass through any licenses provided by the manufacturer of the Products or Software. Each party shall retain ownership of all right, title and interest in and to its pre-existing intellectual property, Confidential Information, materials and/or Deliverables. Buyer grants to Seller a fully paid-up, non-exclusive, non-assignable, non-transferable, non-sublicensable license to use Buyer Material to perform its obligations during the term of the applicable SOW or Order. Upon payment in full of the applicable fees, Seller grants Buyer a fully paid-up, limited, non-exclusive, non-assignable, non-transferable, non-sublicensable, perpetual license to use and reproduce, for Buyer's own internal business operations, the Deliverables (and any Seller Materials solely as provided by Seller as part of the Deliverables). Services will not be interpreted as "work for hire".
- 13.2. **Software License.** If applicable, Buyer shall be granted a limited license to use any Software strictly pursuant to the license agreement provided by the Product or Software manufacturer, and Buyer shall be bound by and comply with and ensure that its Customer complies with, at all times, any license terms pertaining to such Product or Software.
14. **INDEMNIFICATION.**
- 14.1. **By Seller.** Seller hereby transfers any intellectual property indemnity from the manufacturer of Products, Software, and Services to Buyer. Seller's obligation to indemnify Buyer shall not be greater than the intellectual property indemnity and the limitations thereon provided by the manufacturer of such Products, Software, and Services and shall only apply if Buyer promptly notifies the Seller in writing of any such infringement claim. In the event of any such infringement claim, the Buyer's sole and exclusive remedy, and at Seller's sole option, shall be for Seller to: (i) procure for Buyer the right to continue using the affected Products, Software or Services; (ii) replace or modify them so they are non-infringing; or (iii) refund any prepaid fees associated with the affected Products, Software, or Services. Seller's indemnification obligation does not apply if (a) Seller followed Buyer's specifications, instructions or designs relating to the Products, Software or Services; (b) Buyer continued to use the Products, Software or Services after Seller informed Buyer of modifications required to avoid infringement; or (c) the alleged infringement results from Buyer's misuse, modification or enhancement of the Products, Software, and/or Services, whatever the case may be, or from the use of such in combination with other products not provided or approved by Seller.
- 14.2. **By Buyer.** Buyer shall indemnify and defend Seller and its affiliates, directors, officers, employees, agents, successors, and permitted assigns ("Indemnitees") against any claims, demands, damages, liabilities and expenses (including court costs and reasonable legal fees) that Indemnitees incur as a result of or in connection with: (a) any third-party claims arising from Buyer's: (i) failure to obtain any consent, authorization or license required for Indemnitees' use of Buyer Materials; (ii) use of the Products, Software, or Services in any manner (e.g., solely or in combination) not expressly permitted by these Terms or the applicable license agreement or specifications provided by the Product and/or Software manufacturer or provider of Services; (iii) misuse, modifications, enhancements, or programming to the Products, Software and/or Services; (iv) breach of its obligations, representations, and warranties under these Terms; or (v) gross negligence or other act or omission in connection with the performance of its obligations under these Terms; (b) Indemnitees' compliance with any technology, designs, instructions or requirements, including any specifications provided by Buyer or a third party on Buyer's behalf; and (c) any reasonable costs and legal fees and expenses required for Indemnitees to respond to a subpoena, court order or other official government inquiry regarding Buyer's use of the Products, Software, or Services.
- 14.3. **Notification.** An indemnified party shall: (i) provide prompt written notice of a claim to the indemnifying party; (ii) reasonably cooperate in connection with the defense or settlement of the claim, including providing all reasonable information and assistance at the indemnifying party's cost; and (iii) give the indemnifying party sole control over the defense and settlement of the claim, provided that any settlement of a claim shall not include a specific performance obligation or admission of liability by the indemnified party. Failure to provide timely notice that prejudices the indemnifying party shall relieve the indemnifying party of its obligations under these Terms to the extent the indemnifying party has been prejudiced and the failure to provide timely notice shall relieve the indemnifying party of any obligation to reimburse the indemnified party for its attorney's fees incurred prior to notification.
- 14.4. The foregoing indemnities are personal to Seller (and its other Indemnitees) and Buyer and, unless stated elsewhere in these Terms, may not be transferred or assigned to anyone. This Section 14 states the parties' exclusive remedies for any claims arising under Sections 14.1 and 14.2, other than any remedies that may be available against third party manufacturers or providers of the Products, Software or Services.
15. **LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY LOST PROFITS, LOST BUSINESS, LOST REVENUE, DAMAGES FOR DELAY, OR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, EVEN IF THE PARTIES HAVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE. FURTHERMORE, TO THE FULLEST EXTENT PERMITTED BY LAW, SELLER'S LIABILITY ON ANY CLAIM ARISING OUT OF OR CONNECTED WITH THESE TERMS OR THE MANUFACTURE, SALE, DELIVERY OR USE OF THE PRODUCTS, SOFTWARE, OR SERVICES, WHETHER IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), MISREPRESENTATION, INDEMNIFICATION, BREACH OF CONTRACT, OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT PAID OR PAYABLE FOR THE PRODUCTS, SOFTWARE, AND/OR SERVICES GIVING RISE TO THE CLAIM AND IN ANY EVENT SHALL NOT EXCEED THE APPLICABLE ORDER VALUE. NOTHING IN THESE TERMS LIMITS OR EXCLUDES ANY LIABILITY THAT CANNOT BE LIMITED BY LAW, INCLUDING, BUT NOT LIMITED TO, LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE, FRAUD, AND FRAUDULENT MISREPRESENTATION.
16. **TERMINATION AND SUSPENSION.**
- 16.1. In addition to and subject to Seller's rights set forth in Section 6, in the event of any material breach of these Terms, Order, or SOW by either party, the non-breaching party may terminate the applicable Order or SOW by giving thirty (30) days' prior written notice thereof; unless the party in breach has cured the breach prior to the expiration of the thirty (30) day period.
- 16.2. Seller may terminate an Order or SOW on notice to Buyer in the circumstances set out in Section 20.
- 16.3. Without prejudice to Seller's and Buyer's rights that may not be limited by law, in the event Seller terminates an Order or SOW for Buyer breach or upon the occurrence of a force majeure event or Buyer terminates an Order or SOW for convenience, Buyer shall not be entitled to any refund or credit of fees paid or payable hereunder. Buyer shall remain liable for payment of invoices for Products and Software already delivered and Services already performed and for the fees and costs described in Section 3 above, and payment of any manufacturer cancellation charges for unshipped items. In the event an Order is terminated, all licenses granted therein shall also terminate. Subject to the limitations and other provisions of these Terms, any provision that, in order to give proper effect to its intent, should survive such expiration or termination, shall survive the expiration or earlier termination of these Terms.
- 16.4. In addition to any other remedies provided under these Terms or applicable law, Seller may suspend or terminate an Order or SOW with immediate effect if Buyer: (i) fails to pay any amount owed to Seller when due; (ii) fails to comply with any of its obligations herein; (iii) experiences an adverse change in financial position or becomes a credit risk; or (iv) becomes insolvent, receivership, reorganization or assignment for the benefit of creditors, to the extent permissible under law (each, an "Insolvency Event").
17. **CONFIDENTIALITY.** The receiving party shall protect the disclosing party's Confidential Information with the same degree of care as the receiving party normally uses in the protection of its own Confidential Information, but in no case with any less degree than reasonable care. The receiving party shall not disclose to any third party any Confidential Information it receives from the disclosing party. Confidential Information

TERMS AND CONDITIONS OF SALE

- excludes information that: (i) is publicly available other than by an act or omission of the receiving party; (ii) subsequent to its disclosure was lawfully received from a third party; (iii) was known by the receiving party prior to its receipt without any breach of any confidentiality obligations; or (iv) was independently developed by the receiving party without use of the disclosing party's Confidential Information. If the receiving party becomes legally obligated to disclose any Confidential Information by court order or other lawful government action, the receiving party may disclose the Confidential Information only to the extent so ordered and, to the extent permitted by law, after providing prompt written notification to the disclosing party of the pending disclosure. Neither party may use such Confidential Information in any way for any purpose, except as authorized under the Order or SOW. Either party may disclose Confidential Information to its auditors or attorneys under an obligation of confidentiality no less stringent, or Seller to its affiliates and/or third parties on a need-to-know basis to the extent necessary.
18. **COMPLIANCE WITH LAW.** Each party shall comply with all applicable laws, rules and regulations, including but not limited to, export and import, trade restrictions, anti-bribery and anti-corruption, anti-money laundering, anti-human trafficking and slavery, environmental protection, and health and safety. Products and Software may be subject to export controls under the laws, regulations, sanctions and/or directives of the United States, EU, UK, Spain and other countries, in which case, these Products and Software are only authorized for use (e.g., via a government-approved and issued export license, which Buyer must obtain) by the ultimate end-user in the destination identified in the transaction documents between Seller and Buyer. Buyer shall not sell, export, re-export or transfer, or cause a deemed export or re-export of the Products and Software (in their original form or after being incorporated into other items) to any country or person to which/whom selling, exporting, re-exporting or transferring (actual or deemed) is prohibited without first obtaining all required authorizations or licenses. To the extent permitted by law, Buyer shall indemnify and hold Seller harmless from any loss or damage arising from its violation of any such laws, rules, and regulations. Furthermore, Buyer shall not use, transfer or access any Products, Software, or Services for end use relating to any nuclear, chemical or biological weapons, or missile technology unless authorized by the manufacturer and any applicable government and/or regulator by regulation or specific license. If Seller receives notice that Buyer is or becomes identified as a sanctioned or restricted party under applicable law or regulation (including without limitation, the U.S. Commerce Department Bureau of Industry and Security ("BIS") Denied Persons List; Entity List or Unverified List; the U.S. Treasury Department Office of Foreign Assets Control ("OFAC") Specially designated Nationals and Blocked Persons List; or the U.S. State Department Directorate of Defense Trade Controls ("DDTC") Debarred Parties List and any equivalent sanctions list under any other jurisdiction relevant to the Buyer and/or the purchase of Services, Products and/or Software pursuant to these Terms), Seller will not be obligated to perform any of its obligations under any Order or SOW. Equipment, systems, or services provided by Seller may incorporate, include, or use telecommunications equipment, systems, parts, components, elements, or services that have sourcing restrictions depending on the intended use under section 889 of the National Defense Authorization Act for Fiscal Year 2019 (Pub. L. No. 115-232).
19. **PRIVACY.** Each party shall comply with all applicable laws governing the collection, use and disclosure of personal data (as defined by applicable data protection laws), and must obtain any required consents and/or approvals with respect to the processing of personal data as required by law. Buyer acknowledges that as Seller's parent company is headquartered in the United States and operates globally, data collected by Seller from Buyer in connection with these Terms may be transferred into and/or processed in the United States or other locations by Seller or an authorized third party/subcontractor, and Buyer expressly consents to such transfer and processing.
20. **FORCE MAJEURE.** Seller shall not be liable for any failure to perform its obligations under an Order or SOW resulting directly or indirectly from, or contributed to or by acts of God, acts of terrorism, civil or military authority, epidemic or pandemic, fires, strikes or other labor disputes, accidents, floods, war, riot, inability to secure raw material or transportation facilities, hacking or other malicious attack, dissolution of the applicable manufacturer's business, acts or omissions of carriers, the imposition of sanctions or restrictions under applicable law or regulation, inability to continue to deliver the relevant Order or SOW due to contravention of applicable laws, circumstances in which Seller's costs of providing the Products, Services and/or Software are materially increased and/or the risk associated with the provision of the Products, Services and/or Software materially increases, in either case such that continuing to deliver the relevant Order or SOW would no longer be commercially viable for Seller and/or practicable and Seller did not anticipate such changes and has not been able to mitigate against or avoid the same or any other circumstances beyond Seller's reasonable control. If any of the foregoing events prevents Seller from fulfilling its obligations under an Order or SOW for longer than 14 days then Seller may terminate the relevant Order or SOW.
21. **LAW. VENUE.** These Terms and any transactions contemplated herein shall be governed according to the substantive laws of Spain, as applied in the city of Madrid (Spain), without regard to principles of conflicts of law, and shall not be governed by the U.N. Convention on the International Sale of Goods. Any issue, dispute or controversy ("Dispute") between the parties, including with respect to contract formation or the interpretation of these Terms, that cannot be commercially resolved by the parties shall, be subject to the exclusive jurisdiction of the courts of Madrid (Spain).
22. **RELATIONSHIP OF PARTIES.** The parties are independent contractors and expressly disclaim any partnership, franchise, joint venture, agency, employer/employee, fiduciary or other special relationship. A person who is not a party to an Order or SOW shall not have any benefit or rights under or in connection with either.
23. **GENERAL.** No amendments, modifications, waivers, rescission or termination of these Terms can be made through the parties' course of dealings and no such change can be made except in writing and signed by authorized representatives of the parties. Failure by a party to exercise any right or remedy under these Terms shall not be deemed a waiver of such right or remedy unless in writing signed by the party, nor shall any waiver be implied from the acceptance of any payment. Buyer shall not assign an Order or SOW, by operation of law or otherwise, without the express written approval of Seller. Any provision of these Terms that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be limited or eliminated to the minimum extent required by that jurisdiction, and the remaining provisions shall remain in full force and effect. Buyer acknowledges that the terms or content of any hyperlinked document, as amended from time to time, are incorporated in these Terms by reference and that it is Buyer's responsibility to review the terms or content in the hyperlinks referenced. All notices under these Terms must be in writing (e.g., e-mail or physical mail) and addressed to the other party at its address set forth in the Order or SOW.
- In the event Seller provides *product storage-related Services to Buyer under a Storage Term Sheet, Bill & Hold Term Sheet, or Order* which specifically references these Terms; then the following additional terms and conditions shall apply. Any capitalized terms used herein and not defined shall have the meaning set forth in the Storage Term Sheet or Bill & Hold Term Sheet, as applicable. The term "Company" and "Buyer" shall have the same meaning for purposes of the Terms. In the event of a conflict between the following additional terms and conditions and the Terms, these terms and conditions shall prevail.
24. **Term and Termination.** The Storage Term Sheet and Bill & Hold Term Sheet shall run for the Storage Term (if no Storage Term is specified, the term shall be ninety (90) days) and shall thereafter automatically renew for successive thirty (30) day renewal terms unless earlier terminated as provided herein. Either party may terminate the Storage Term Sheet or Bill & Hold Term Sheet by providing at least thirty (30) days prior written notice to the other party. Further, Seller may immediately terminate this Storage Term Sheet or Bill & Hold Term Sheet in the event Buyer fails to satisfy any invoice due to Seller on time. Upon the effective date of the termination of this Storage Term Sheet or Bill & Hold Term Sheet, Seller shall ship, at Buyer's sole risk and expense, any remaining Products that are being stored on Buyer's behalf to the Designated Buyer Ship-To Location.
25. **Storage of Products.** For Buyer's benefit, Seller shall receive, unload, and store the Products at the Facility. Upon prior notice to Buyer, Seller may change the location of the Facility. The Products shall be stored at the Facility at Buyer's sole risk and expense.
26. **Shipping.** Upon Buyer's issuance of a Shipping Order (as defined below), and at Buyer's sole risk and expense, Seller shall ship the Products to the Designated Ship-To Location. A "Shipping Order" shall mean a written request issued by Buyer to Seller that identifies: (i) the specific Product to be shipped; (ii) the quantity of Products to be shipped; (iii) the method of shipping selected by the Buyer; and (iv) the shipping destination, if different from the Designated Ship-To Location. Following acceptance of a Shipping Order, Seller shall ship the requested quantity of Products identified in the Shipping Order as soon as commercially reasonable, unless a specific date is mutually agreed to by the parties. If Buyer does not specify the mode of shipment or carrier, Seller shall use commercially reasonable efforts to ship the Products in the most cost-effective manner but does not guarantee that it will be the least expensive option available. Delivery of the Products being stored on Buyer's behalf may be made in one or multiple shipments. Shipping charges shall be included on Seller's invoice to Buyer; provided, however, that Seller may require that Buyer prepay the fees and costs associated with shipping.
27. **Invoicing and Payment.** Regardless if the Products are being stored on Buyer's behalf or if they have already been shipped to the Designated Buyer Ship-To Location, Buyer shall pay the invoices issued by Seller to Buyer for the purchase of the Products on time. Seller shall invoice Buyer for the Storage Fees plus applicable tax, and Buyer shall pay Seller the Storage Fees within Payment Terms of the invoice. In the event Buyer fails to pay the total sums due on an invoice by the due date, the entire outstanding balance due to Seller on all invoices shall be accelerated and become due in full immediately and the maximum allowable charge and/or interest allowed by applicable laws shall be applied to all past due accounts commencing from the due date of the invoice until paid. Seller shall also be entitled, in addition to all other remedies available at law or in equity, to suspend performance of Services under the Storage Term Sheet or Bill & Hold Term Sheet and recover reasonable attorneys' fees and/or other expenses incurred collecting all outstanding sums from Buyer or otherwise enforcing or successfully defending the Terms. Seller may set off any amount due from Buyer from any amounts due to Buyer.
28. **Title and Risk of Loss to the Products.** Seller is only storing Product that has been purchased by Buyer. As such, in the case of a Storage Terms Sheet, title to the Product and risk of loss shall at all times remain with Buyer, including, but not limited to, when they are being stored at the Facility. In the case of a Bill & Hold Term sheet, title and risk of loss shall transfer upon the later of (a) Seller's acknowledgement of Buyer's purchase order or (b) the time when Seller's source of supply transfers title and/or risk of loss to Seller. Buyer acknowledges and agrees that Seller shall have no obligation whatsoever to maintain any insurance specifically covering the Product. As such, Buyer shall be solely responsible for, and shall be required to maintain insurance to cover any risk of loss to the Products while in storage at the Facility. Buyer agrees to indemnify, defend, hold harmless and release Seller and its affiliates and their respective shareholders, officers, directors, employees, agents, successors and assigns from all liabilities arising from any loss or damage to the Products due to any cause whatsoever, including fire, insects, rodents, rust, normal wear and tear, leakage, moisture, changes in temperature, acts of God, deterioration by time, or damage or for any loss or damage from causes beyond Seller's reasonable control. Further, Buyer shall be responsible for all risk of loss to the Products while en route to the Designated Buyer Ship-To Location or to such other destination as Buyer may designate in writing.