1. ACCEPTANCE Buyer acknowledges and agrees that these General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document, whether expressed in written form, by electronic data interchange or other tangible format, relating to the goods and/or services to be provided by Seller pursuant to this contract ("Goods") and the performance ofSeller in connection with the purchase of Goods and/or services ("Goods and/or services") and all transactions and agreements result therefrom. Buyer acknowledges and agrees that the failure to inspect and/or the acceptance of any such Goods and/or services (including, without limitation, any defects, damages, or non-conformities) does not affect the availability of any remedies for such defects, damages, or non-conformities. Buyer shall be responsible for any and all damages to the Goods and/or services as a result of any defects, damages, or non-conformities. Buyer agrees to indemnify Seller and hold Seller harmless from any and/or all liabilities, claims, damages, costs, expenses (including, without limitation, reasonable attorney and other professional fees and disbursements), arising or in connection with any third party claims or demands to recover for personal injury or property damage caused by any of the Goods and/or services supplied by Seller, except to the extent such injury, damage or loss results from Buyer's negligence or specifications as to design or materials or from alteration or improper installation or any other act or omission of Seller. Buyer acknowledges and agrees that Seller shall not be liable to Buyer for any indemnity provided for in this Section 11. Buyer will give Seller prompt written notice thereof in order to provide Seller with reasonable assistance, the cost of which shall be borne by Buyer. Buyer shall not be entitled to any indemnity provided for in this Section 11, Buyer will give Seller prompt written notice thereof in order to provide Seller with reasonable assistance, the cost of which shall be borne by Buyer.

14. SALESMAN'S EQUIPMENT Seller, at its expense and reasonable discretion, will furnish, keep in good condition, and replace when necessary all of its machinery and equipment, including related tooling, jigs, jigs, gauges, molds, parts, fixtures, and other accessories required for the production of goods covered by this contract (collectively, "Seller's Equipment"). Seller will repair Seller's Equipment with fire and extended coverage insurance for its full replacement value.
15. TOOLING AND MATERIALS
Buyer shall compensate Seller for the entire cost of the first set of Tooling and Materials and such Tooling and Material will remain the property of Buyer ("Property"). Any replacement parts, additions, improvements and accessories purchased by Seller will vest to Seller immediately upon attachment to or incorporation into said Property. Any subsequent Tooling and Material purchased for the production of goods under this Contract will remain the property of Seller.

16. SERVICE AND REPLACEMENT PARTS
During the term of this Contract, Seller will sell to Buyer goods necessary to fulfill Buyer's service and replacement parts requirements to Buyer's customers, if the goods are systems or modules. Seller will sell the components or parts at a price reasonably determined by Seller and agreed to by Buyer. If this Contract is in effect at the end of the program into which the goods covered by the Contract are incorporated, Seller will sell goods to Buyer to fulfill such customers' service and replacement parts requirements during a mutually agreed upon period following the end of such program (the "Post-Production Period"). Seller may, at its discretion, provide such goods from any of its facilities provided such goods meet the specifications described in this Contract. During the Post-Production Period the price of the service and replacement parts shall be determined by Seller based upon relative volumes.

17. REMEDIES AND INJUNCTIVE RELIEF
The rights and remedies reserved to Buyer in this Contract are cumulative, and in addition to, all other or further remedies provided in law or equity.

18. NO IMPLIED WAIVER
The failure of either party at any time to require performance by the other party of any provision of this Contract will not affect the right to require such performance at any later time, nor will the waiver by either party of a breach of any provision of this Contract constitute a waiver of any succeeding breach of the same or any other provision. No failure or delay in exercising any right or remedy will operate as a waiver thereof nor will any single or partial exercise thereof preclude other or further exercise thereof. No course of dealing or course of performance may be used to evidence a waiver or limitation of Seller’s covenants under this Contract.

19. ASSIGNMENT AND CHANGE IN CONTROL
Buyer shall not assign its rights and obligations under this Contract to any party without the prior written consent of the Seller. Seller may not assign or delegate its rights or obligations under this Contract without prior written consent from an authorized employee of Buyer. In addition, Buyer may terminate this Contract upon giving at least 90 days’ notice to Seller, without any liability to Seller or obligation to purchase raw materials, work-in-process or finished goods. Under Section 11, if Seller (i) sells, or offers to sell, a material portion of its assets or (ii) sells or exchanges, or offers to sell or exchange, or causes to be sold or exchanged, a sufficient amount of its stock or other equity interests that affects a change in the control of Seller or (iii) executes, or otherwise becomes subject to, a voting or other agreement or trust that affects a change in the control of Seller.

20. RELATIONSHIP OF PARTIES
Seller and Buyer are independent contracting parties. Nothing in this Contract makes either party the agent or legal representative of the other for any purpose whatsoever, nor grants either party any authority to assume or create any obligation on behalf of or in the name of the other party.

21. GOVERNING LAW AND JURISDICTION
If either (i) this Contract is issued by Seller from a location within the United States of America or its territories (as shown by the issuing address of Seller), (ii) this Contract is issued, in whole or part, for goods to be shipped to a Buyer location within the United States of America or its territories (as shown by the shipping address of Seller), then: (a) this Contract is to be construed according to the laws of the United States of America and the State of Illinois, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and any choice of law provisions that require application of any other law, and (b) each party hereby agrees that the forum and venue for any legal or equitable action or proceeding arising out of, or in connection with, this Contract will be in the appropriate federal or state courts in the State of Illinois and specifically waives any and all objections to such jurisdiction and venue.

22. SEVERABILITY
If any provision of this Contract is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such provision will be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of this Contract will remain in full force and effect.

23. ENTIRE AGREEMENT
This Contract, together with the attachments, exhibits, supplements or other terms of Buyer specifically referenced in this Contract, constitutes the entire agreement between Seller and Buyer with respect to the matters contained in this Contract and supersedes all prior oral or written representations and agreements. This Contract may only be modified by a written contract amendment issued by Buyer or Seller. Notwithstanding anything to the contrary contained herein, Buyer expressly reserves, and this Contract will not constitute a waiver or release of, any rights and claims against Seller arising out of, or relating to, any fraud or duress in connection with the formation of this Contract or any breach or anticipatory breach of any previously existing contract between Buyer and Seller (whether or not such previously existing contract related to the same or similar goods or subject matter as this Contract). All payments by Buyer to Seller under this Contract are without prejudice to Buyer’s claims, rights, or remedies.

24. TRANSLATIONS
Buyer may provide various translated versions of these General Terms and Conditions for informational purposes only. However, the original English language version of these General Terms and Conditions will apply in the event of any disagreement over the meaning or construction of any provisions of these General Terms and Conditions.