



Revision 4
December 1, 2024

These Distributor Terms and Conditions (this “Agreement”) apply to JST Performance, LLC (d/b/a Rigid Industries) (the “Company”) appointment of Dealer/Distributor as a distributor of the Company Products (defined below) and Dealer/Distributor’s purchase, marketing and resale of the Company Products (defined below). Company and Dealer/Distributor are each individually referred to as a “Party” and collectively as the “Parties.” This Agreement includes (i) the General Terms and Conditions of Sale (available at [https://www.rigidindustries.com/media/wysiwyg/RIGID_Documents/RIGID-Standard-Terms-and-Conditions-of-Sale-\(Americas\).pdf](https://www.rigidindustries.com/media/wysiwyg/RIGID_Documents/RIGID-Standard-Terms-and-Conditions-of-Sale-(Americas).pdf)), and (ii) where applicable, a commercial agreement setting forth certain commercial terms between Company and Dealer/Distributor (“Commercial Agreement”), and (iii) any other documents specifically agreed to by the Parties in writing which reference this Agreement signed by an authorized representative of the Company ((i)-(iii) collectively referred to as, the “Contract”). In the event of any conflict between these documents, the following priority will be applied: (i) the Commercial Agreement, (ii) the Agreement, (iii) the General Terms and Conditions of Sale.

1. BACKGROUND

- A. The Company designs, manufactures, markets and sells various light emitting diode (“LED”) lighting products (“Company Products”) in the United States and internationally.
- B. The Company desires to sell Company Products to Dealer/Distributor and appoint Dealer/Distributor as a non-exclusive distributor under the terms and conditions of the Contract.

Accordingly, in consideration of the mutual covenants and undertakings set forth in this Contract and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties, intending to be legally bound, agree as follows.

2. APPOINTMENT AND ACCEPTANCE

2.1 The Company hereby appoints Dealer/Distributor, and Dealer/Distributor accepts the appointment, to act as a non-exclusive distributor of Company Products to customers located in the Territory solely in accordance with the terms and conditions of the Contract. The Company may in its sole discretion sell Company Products to any other person, including distributors, retailers, and customers in and outside the Territory. By accepting this appointment, Dealer/Distributor agrees to conform to all quality standards established from time to time by the Company for its distributors.

2.2 If the “Territory” is not defined in a Commercial Agreement, the Territory shall be defined as the United States of America. Dealer/Distributor has no right to solicit or distribute orders for Company Products in any geographic area outside of the Territory. Company reserves the right to establish additional distributors in the same Territory and to compete directly with Dealer/Distributor.

2.3 Dealer/Distributor shall not, without the prior written consent of Company, appoint any sub-distributor or other person or entity to sell or distribute Products at the wholesale level or sell Products to any person or entity who Dealer/Distributor knows or has reason to know is purchasing Products for resale other than at retail to end users, including for resale via any Internet marketplaces such as, but not limited to, Amazon, Walmart, eBay, Target, Rakuten, or Sears.



2.4 Dealer/Distributor will not alter, modify, or add to the Company Product at any time.

3. TERM AND TERMINATION

3.1 Unless otherwise provided in a Commercial Agreement, this Agreement shall remain in effect unless terminated as provided in this Section 3 or if one Party provides [ninety (90) days] prior written notice to the other Party of its intent to terminate this Agreement.

3.2 The Company may terminate this Agreement by providing written notice to Dealer/Distributor:

- (a) If Dealer/Distributor fails to pay any amount due under this Agreement and the failure continues for 180 days after the Company provides Dealer/Distributor written notice of nonpayment;
- (b) If Dealer/Distributor breaches any provision of this Agreement, and either the breach cannot be cured or, if the breach can be cured, it is not cured by Dealer/Distributor within 10 business days following Dealer/Distributor's receipt of notice of such breach;
- (c) If a petition in bankruptcy, or for the appointment of a receiver for Distributor//Dealer, or any of Dealer/Distributor's property, is filed by or against Dealer/Distributor;
- (d) Dealer/Distributor becomes insolvent or makes an assignment for the benefit of creditors
- (e) immediately if Dealer/Distributor breaches Section 14 of this Agreement.

3.3 Any notice of termination under this Agreement automatically operates as a cancellation of any deliveries of Company Products to Dealer/Distributor that are scheduled to be made after the effective date of termination, whether or not any orders for the Company Products were accepted by the Company. The Company may require that for Company Products that are in transit on termination of this Agreement, sales and delivery of the Company Products must be made on either a cash-only or certified check basis.

4. PRICING, CHANGES IN COMPANY PRODUCTS, ORDERS

4.1 Company shall sell Company Products to Dealer/Distributor at the prices and on the terms and conditions set out in the Commercial Agreement and in this Agreement.

4.2 The Company shall have the right, at its sole discretion, to introduce new Company Products, modify the design or construction of any existing Company Products, or discontinue any or all of the existing Company Products at any time, without incurring any obligation or liability to Dealer/Distributor whatsoever.

4.3 Purchase Orders

Dealer/Distributor shall provide Company with a written purchase order for each order of Company Products. By placing a purchase order, Dealer/Distributor makes an offer to purchase Company Products under the terms and conditions of the Contract, and on no other terms. Any variation made to the terms and conditions of this Contract by Dealer/Distributor shall be void and of no effect. Any additions, modifications, or different terms, including any standard terms or forms that Dealer/Distributor may use or submit to the Company, are expressly rejected and are not part of the Contract, unless specifically agreed to in writing signed by an authorized representative of Company, without the written consent of the Company, in any purchase order shall be void and have no effect.

4.4 Purchase Order Terms



Dealer/Distributor will include the following information in each purchase order:

- (a) A unit price, consistent with the Commercial Agreement, for each part number included in the purchase order;
- (b) A requested ship date,
- (c) The quantity of Company Products ordered;
- (d) A total purchase order price; and
- (e) Dealer/Distributor's delivery point and ship to address.

4.5 Acceptance of Purchase Orders

Company may, in its sole discretion, accept or reject any purchase order. Company may accept a purchase order by: (a) providing a written confirmation, invoice or other written acceptance within ten (10) days of receipt of such purchase order ("P.O. Acceptance Period"), (b) failing to object or reject a purchase order within the P.O. Acceptance Period, or (c) beginning performance of a purchase order.

4.6 Cancellation of Purchase Orders

Dealer/Distributor may not cancel or amend a purchase order without the written consent of Company. In the event Company approves a cancellation or modification of any purchase order, Company reserves the right to charge Dealer/Distributor (in the form of a cancellation fee or otherwise) for recovery of Company's costs and losses of profit incurred by Company as a result of any such cancellation or modification.

4.7 Shipment

(a) Unless otherwise provided in the Commercial Agreement, Company shall ship the Company Products in accordance with this section. Company shall select the method of shipment of and the carrier for Company Products. Company may, in its sole discretion, without liability or penalty, make partial shipments of Company Products to Dealer/Distributor. Each shipment constitutes a separate sale, and Dealer/Distributor shall pay for the units shipped, whether the shipment is in whole or partial fulfillment of a Purchase Order. Delay in delivery of any installment will not relieve Dealer/Distributor of its obligation to accept remaining deliveries.

(b) Company shall deliver all Company Products to a carrier selected by the Company as follows:

F.O.B. (INCOTERMS 2020)
JST Performance, LLC d/b/a Rigid Industries
779 North Colorado Street, Gilbert, Arizona 85233

(c) Title and risk of loss to Company Products shipped under any purchase order passes to Dealer/Distributor upon Company's delivery of such Company Products to the carrier.

4.8 Payment

(a) Unless otherwise provided in the Commercial Agreement, invoice payment terms are Net 30 days from invoice date. If the payment due date is not a business day, Company must receive such payment on the next business day after such due date. Company may provide Dealer/Distributor updated Company payment directions in writing from time to time. In order to accept and rely on Company payment directions, Dealer/Distributor must confirm Company's written payment instructions by a phone call to Company's Accounts Payable department.



- (b) Each shipment of Company Products is a separate transaction and payment will be made accordingly. If any payment owed to Company is not paid when due, it shall bear interest, at a rate to be determined by Company, which shall not exceed the maximum rate permitted by applicable law, from the date on which it is due until it is paid.
- (c) Company reserves the right at any time to revoke any credit extended to Dealer/Distributor because of Dealer/Distributor's failure to pay for any Company Products when due or for any other reason deemed good and sufficient by Company, and in such event all subsequent shipments will be paid for on delivery.
- (d) In addition, Company may require Dealer/Distributor to provide collateral in the form of either cash or letter(s) of credit in a form, and from an issuing bank, acceptable to Company (collectively, "Performance Assurances"), upon notice no later than three business days prior to a scheduled shipment of Company Products.
- (e) If Dealer/Distributor requests delayed shipment, Company may bill for Company Products when ready for shipment and charge reasonable daily storage fees. Dealer/Distributor shall not be entitled to withhold from Company payment of any amounts due and payable by reason of any set-off of any claim or dispute by Dealer/Distributor against Company or any of its affiliates.

4.9 Credit Risk on Resale to Customers. Dealer/Distributor is responsible for all credit risks regarding, and for collecting payment for, all products (including Company Products) sold to third parties (including customers), whether or not Dealer/Distributor has made full payment to Company for the Company Products. The inability of Dealer/Distributor to collect the purchase price for any product does not affect Dealer/Distributor's obligation to pay Company for any Company Product.

4.10 Resale Prices. Dealer/Distributor unilaterally establishes its own resale prices and terms regarding products it sells, including Company Products.

5. RESPONSIBILITIES OF DEALER/DISTRIBUTOR

5.1 Dealer/Distributor shall satisfy the following responsibilities during the term of this Agreement:

A. Dealer/Distributor and/or its designated sales representatives shall conduct themselves in a manner consistent with the high image, reputation and goodwill of the Company and Company Products, and will not engage in any activities which reflect adversely on the Company or Company Products;

B. Dealer/Distributor and/or its designated sales representatives shall use best efforts to market, advertise, promote, and sell Company Products consistent with good business practice;

C. Dealer/Distributor will not engage in any unfair trade practices with respect to the Company or Company Products, and will not make any false or misleading representations with respect to the Company or Company Products.

D. Dealer/Distributor will not provide any warranty regarding any Company Product, other than the Company warranty set forth in the Company Limited Warranty and Warranty Policy (available at <https://www.rigidindustries.com/warranty-policy>) (the "Limited Warranty");



E. Dealer/Distributor shall not use the Company's trade names or trademarks, or any names closely resembling such trade names or trademarks, as part of Dealer/Distributor's corporate or business name, or in any manner which the Company, in its sole discretion, considers misleading or otherwise objectionable;

F. In order to maintain the Company's quality standards, brand position, and high-quality customer experience, Dealer/Distributor will comply with the Company's "Do Not Sell" List periodically reviewed and updated by the Company. If Dealer/Distributor does not comply with the terms of this Section 5.1(F), Company shall have the option to exercise any of the following rights and remedies: (i) modification or removal of any price discount provided to Dealer/Distributor for Company Products, (ii) reduction of or removal from Dealer/Distributor's access to Company's co-op funds, (iii) suspension of shipments or refusal to accept further Purchase Orders from Dealer/Distributor for a specified period of time, or (iv) termination of this Agreement.

G. Dealer/Distributor is prohibited from selling Company Products on Internet marketplaces including, but not limited to, Amazon, Walmart, eBay, Target, Rakuten, or Sears, unless Dealer/Distributor obtains prior written permission from Company authorizing them to sell on specific Internet Marketplaces and under specific seller names. Company may revoke or amend Dealer/Distributor's Internet Marketplace Authorization by sending notice to Dealer/Distributor and such revocation or amendment shall become effective upon delivery of such notice.

H. Dealer/Distributor shall not have, nor shall Dealer/Distributor hold itself out as having, any right, power or authority to create any contract or other obligation, either express or implied, on behalf of, in the name of, or otherwise binding on the Company; and

I. Dealer/Distributor shall comply with all applicable laws, rules and regulations that may be applicable in the Territory in performing its responsibilities in this Agreement.

6. RESPONSIBILITIES OF COMPANY

6.1. Company shall satisfy the following responsibilities at all times during the Term of this Agreement:

A. Company shall provide Company Products that are reasonably competitive with those products and services offered by other sources with respect to quality, price and design concept.

B. Company shall adequately support the sale of Company Products with such trade and consumer advertising and such other promotional assistance, technical support, and customer service as is reasonably consistent with the standard in the industry.

7. RELATIONSHIP OF THE PARTIES

Dealer/Distributor at all times shall be considered an independent contractor with respect to its relationship with the Company. Nothing contained in this Agreement shall be construed to (i) give either party the power to direct and control the day-to-day activities of the other, (ii) constitute the parties as partners, joint venturers, co-owners, employer-employee, franchisor-franchisee or otherwise as participants in a joint undertaking, or (iii) allow Dealer/Distributor to create or assume any obligation on behalf of Company for any purpose whatsoever.



8. DELIVERY

8.1 “Nonconforming Product” means any Company Product received by Dealer/Distributor from Company under a purchase order that: (a) does not conform to the part number listed in the applicable purchase order, (b) does not conform to the packaging or labeling required by this Agreement, or (c) on visual inspection, Dealer/Distributor determines is otherwise defective.

8.2 Single Delivery

Delivery of Company Products from Company to Dealer/Distributor shall not be tendered in lots, but rather shall be tendered as a single delivery of all Company Products requested in Dealer/Distributor purchase order. Notwithstanding the foregoing, Company may tender delivery of Company Products specified in multiple purchase orders, so long as the whole of each such order is tendered in such single delivery and so long as Company satisfies the delivery schedule of Section 8.3 without delay for each such order being fulfilled.

8.3 Delivery Schedule

Company Products will be made available to Dealer/Distributor within a reasonable time after the receipt of Dealer/Distributor’s purchase order and, unless otherwise expressly and mutually agreed in writing by the Parties, delivered using Company’s standard methods for packaging and shipping such Company Products. Company will use reasonable efforts to meet Dealer/Distributor’s requested delivery date, but Company does not guarantee a specific delivery date.

8.4 Receipt and Inspection by Dealer/Distributor

Dealer/Distributor shall inspect Company Products received under this Agreement within ten (10) days of receipt (“Inspection Period”) and either accept or, if any Company Products are Nonconforming Products, reject such products. Dealer/Distributor will be deemed to have accepted the Company Products unless it notifies Company in writing within the Inspection Period of any Nonconforming Products and furnishes written evidence or other documentation reasonably required by Company.

8.5 Return of Nonconforming Products and Annual Stock Adjustment

If Dealer/Distributor timely notifies Company of Nonconforming Products, Company shall determine, in its sole discretion, whether the Company Products are Nonconforming Products. If Company determines that the Company Products are Nonconforming Products, Company shall in its sole discretion, (a) replace the Nonconforming Products, or (b) refund the price for the Nonconforming Products. Dealer/Distributor shall return Nonconforming Products to Company by obtaining a Return Material Authorization (RMA) number from Company’s warranty claims department. Dealer/Distributor shall, at its expense, return any such rejected goods in their original shipping cartons with the RMA number prominently displayed on the outside of such shipping cartons. Company may refuse to accept any such returned goods that do not bear an authorized RMA number.



Company will accept one annual stock adjustment each calendar year from Dealer/Distributor (the “Annual Stock Adjustment”). Company will accept an Annual Stock Adjustment if it satisfies each of the following conditions: (a) at the time of the Annual Stock Adjustment, Dealer/Distributor submits a new purchase order for Company Products that is equal in value to the Annual Stock Adjustment, (b) the Annual Stock Adjustment is limited to a maximum of 2% of Dealer/Distributor’s previous year purchases of Company Products, (c) Company Product must be new, in the original, unopened packaging, and uninstalled and (d) cannot include any discontinued or obsolete Company Product inventory. Company will assess a restocking fee of 5% of the price of the Company Products returned in each Annual Stock Adjustment.

9. WARRANTY

9.1 Company makes, solely to and for the benefit of the customer, certain limited warranties regarding the Company Products set forth in the Limited Warranty (found at <http://www.rigidindustries.com/about/warranty>). The Limited Warranty is incorporated into and made a part of this Agreement by this reference. All Company Products returned to Dealer/Distributor by Dealer/Distributor’s end-user customers as being purportedly defective (“Returned Products”) shall be returned to Company, at Dealer/Distributor’s expense, for inspection by Company’s warranty claims department.

9.2 Dealer/Distributor shall have no authority to accept any returned Company Product. Dealer/Distributor shall not make or pass on to customers any warranty or representation for any Company Product other than the then-current Limited Warranty.

9.3 EXCEPT FOR THE LIMITED WARRANTY, NEITHER COMPANY NOR ANY PERSON ON COMPANY'S BEHALF HAS MADE OR MAKES FOR DEALER/DISTRIBUTOR'S BENEFIT ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WHATSOEVER, INCLUDING ANY WARRANTIES OF: (i) MERCHANTABILITY; (ii) FITNESS FOR A PARTICULAR PURPOSE; (iii) TITLE; OR (iv) NON-INFRINGEMENT; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. DEALER/DISTRIBUTOR ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY MADE BY COMPANY, OR ANY OTHER PERSON ON COMPANY'S BEHALF.

10. CONFIDENTIAL INFORMATION

10.1 Neither Party shall, during the term of this Agreement or thereafter, use (except in good faith in furtherance of the sale of Company Products) or disclose to any person, corporation or other entity, whether in competition with the other Party or not, any information pertaining to the conduct or details of the business of the other Party (including information concerning its business plans, prices, suppliers and customers), unless such information is known to the public. Dealer/Distributor shall not, at any time, use or disclose information concerning the technology, design or processes utilized by Company with respect to the Company Products, except as necessary in connection with the sale of the Company Products. Dealer/Distributor may not use or permit the use of any trade secret or confidential information of Company during or after the expiration of this Agreement, except as necessary in connection with the sale of the Company Products. Dealer/Distributor agrees to take all reasonable precautions to prevent communication or disclosure of such technical and engineering information and know-how to any third party without the prior written consent of Company.



10.2 In the event of termination or cancellation of this Agreement, Dealer/Distributor agrees that it will immediately return to Company all technical and engineering information and other confidential information received by it under the terms of this Agreement.

10.3 Without limiting the foregoing, Dealer/Distributor will undertake all reasonable efforts to protect Company's trade secrets and proprietary and confidential information, including but not limited to undertaking such actions and utilizing such procedures to protect Company's trade secrets and proprietary and confidential information as it utilizes for the protection of its own trade secrets and proprietary and confidential information. Dealer/Distributor will be liable for the breach of this Section 10 by any of its employees, agents, consultants or independent contractors.

11. INTELLECTUAL PROPERTY

11.1 "Intellectual Property Rights" means any invention, idea, development, discovery, improvement, patent (or patent application), design right, technology, trade secret, know-how, trademark, service mark, logo, trade dress, work of authorship, copyright or other intellectual property or proprietary right.

11.2 The Company retains ownership of Intellectual Property Rights owned by Company or developed by Company after the Effective Date. Company does not transfer to Dealer/Distributor any of Company's Intellectual Property Rights in information, documents, or property that Company makes available to Dealer/Distributor.

11.3 Subject to the express rights and licenses granted by the Company in this Agreement, Dealer/Distributor acknowledges and agrees that:

- i. any and all Company Intellectual Property Rights are the sole and exclusive property of Company or its licensors;
- ii. Dealer/Distributor shall not acquire any ownership interest in any of Company's Intellectual Property Rights under this Agreement;
- iii. any goodwill derived from the use by Dealer/Distributor of Company's Intellectual Property Rights inures to the benefit of Company or its licensors, as the case may be;
- iv. if Dealer/Distributor acquires any Intellectual Property Rights in or relating to the Company Products (including any rights in any trademarks, derivative works, or patent improvements relating thereto), by operation of law, or otherwise, these rights are deemed and are hereby irrevocably assigned to Company or its licensors, as the case may be, without further action by either Party; and
- v. Dealer/Distributor shall use Company's Intellectual Property Rights solely for the purposes of performing its obligations under this Agreement and only in accordance with this Agreement and the instructions of Company.



- c. During the Term, Dealer/Distributor may use the product brand names set out in Exhibit B ("Product Brand Names") in a manner consistent with Company's advertising policies in connection with advertising the Company Products within the Territory, and for the purpose of indicating that Dealer/Distributor is a distributor of the Company Products in the Territory; provided however, that Dealer/Distributor will not (i) use the Product Brand Names as part of its business or trade name; (ii) use the Product Brand Names or any part of such names, or any other trademarks or trade names of Company and its subsidiaries and affiliates, or any simulation thereof except as expressly described above; (iii) register or apply for registration of any Product Brand Names, Company Intellectual Property Rights or any other trademark that incorporates Product Brand Names or Company Intellectual Property Rights in whole or in confusingly similar part; or (iv) misappropriate any of the Product Brand Names or Company Intellectual Property Rights for use as a domain name. Without limiting the foregoing, Company may at any time and for any reason, restrict or terminate these rights. The rights granted in this Section 11 shall not preclude or limit the rights of Company, or any other distributor appointed by Company, to use the Product Brand Names within the Territory in any way.
- d. Dealer/Distributor shall not, without the prior written consent of Company, alter or make any addition to the labeling or packaging of the Company Products displaying the Product Brand Names, and shall not alter, deface or remove in any manner any reference to the Product Brand Names, any reference to Company or any other name attached or affixed to the Company Products or their packaging or labeling.
- e. Dealer/Distributor shall not use the Product Brand Names in any way nor do any act which might endanger the validity of any of the Product Brand Names.
- f. All representations of Product Brand Names which Dealer/Distributor intends to use shall first be submitted to Company for written approval.
- g. Nothing in this Agreement shall grant Dealer/Distributor any right or license to exploit any copyright, patent or know how comprised in the Company Products.
- h. Company makes no representation or warranty as to the validity or enforceability of the Company Intellectual Property Rights comprised in the Company Products nor as to whether the Company Intellectual Property Rights comprised in the Company Products infringe upon any intellectual property rights of third parties in the Territory.
- i. Dealer/Distributor may not make any use of the Product Brand Names nor of any confusingly similar brand name after termination of this Agreement.
- j. At the request of Company, Dealer/Distributor shall promptly enter into with Company any document reasonably required by Company for the recording, registration or safeguarding of Company's Intellectual Property Rights in respect of the Company Product.
- k. Dealer/Distributor shall promptly notify Company of any actual or suspected infringement by any third party of any Product Brand Name or Company Intellectual Property Rights comprised in or associated with the Company Product and shall assist Company (at the cost of Company as to any out of pocket expenditure properly incurred by Dealer/Distributor in so doing) in taking all such steps as may be necessary to protect or defend such rights including taking or defending legal proceedings or applying for a registration of any such right.



I. Dealer/Distributor will not, and will not permit any other person or entity to, (i) alter, modify, translate, disassemble, decompile, reverse engineer, copy, reengineer, create derivative works of, or otherwise seek to duplicate the performance or characteristics of, the Company Products or any software incorporated into the Company Products, or (ii) seek to defeat or circumvent any safety or security feature of the Company Products, Company's software, or Company's intellectual property.

12. APPLICABLE LAW, FORUM SELECTION AND CONSENT TO JURISDICTION

This Agreement shall be governed and construed in all respects in accordance with the laws of the state of Arizona without reference to its conflict of laws principles. Any litigation instituted by Dealer/Distributor against the Company pertaining to this Agreement, must be filed by Dealer/Distributor before a court of competent jurisdiction in Arizona and Dealer/Distributor hereby consents irrevocably to the jurisdiction of the Arizona courts. Service of process may be made upon Dealer/Distributor as provided by Arizona law or shall be considered effective if sent by Certified or Registered Mail, Return Receipt Requested, Postage Prepaid.

13. REPRESENTATIONS

13.1 Each Party hereby represents and warrants to the other Party that it has full authority and power to enter into this Agreement and to grant the rights, covenants, and licenses specified herein, that it has secured any and all necessary approvals, permits, or consents deemed necessary or advisable for the consummation of the transactions contemplated hereby, that it is not a party to and shall not become a party to any agreement with another that is inconsistent with this Agreement, and that upon execution by the Party of this Agreement shall immediately be a valid and binding obligation of the Party, enforceable in accordance with its terms.

13.2 IN NO EVENT SHALL COMPANY'S TOTAL LIABILITY HEREUNDER EXCEED THAT AMOUNT PAID TO COMPANY BY DEALER/DISTRIBUTOR FOR COMPANY PRODUCTS. COMPANY HEREBY DISCLAIMS ANY OBLIGATION, RIGHT, LIABILITY, CLAIM, OR REMEDY FOR (1) LOSS OF USE, REVENUE, OR PROFIT OR ANY OTHER DAMAGES, (2) INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS, AND (3) INCIDENTAL OR CONSEQUENTIAL DAMAGES.

13.3 Indemnification

A. Subject to the terms and conditions of this Agreement, Dealer/Distributor shall indemnify, defend, and hold harmless Company and its parent, officers, directors, shareholders, employees, agents, affiliates, successors and assigns ("Indemnitees") against any and all losses, damages, liabilities, claims, actions, judgments, costs, expenses (including reasonable attorney fees) (collectively, "Losses") incurred by Company and Company Indemnitees arising out of or relating to any third party claim: (a) of negligent act or omission or willful misconduct by Dealer/Distributor in connection with this Agreement, (b) of bodily injury, death or damage to property caused by Dealer/Distributor, (c) relating to the purchase of Company Products by any person or entity purchasing directly or indirectly through Dealer/Distributor and not directly relating to a claim of limited warranty breach, or (d) relating to Dealer/Distributor's failure to comply with applicable laws.

B. Subject to the terms and conditions of this Agreement, Company shall indemnify, defend and hold harmless Dealer/Distributor and its Indemnitees against all Losses incurred by Dealer/Distributor and Dealer/Distributor Indemnitees arising out of or relating to any third party claim: (a) of negligent act or omission or willful misconduct by Company in connection with this Agreement, (b) of bodily injury, death or damage to property caused by Company, or (c) relating to Company's failure to comply with applicable laws.



14 COMPLIANCE WITH LAW

14.1 Dealer/Distributor shall abide by all applicable laws and regulations, including but not limited to (i) the export regulations of the United States Department of Commerce, (ii) the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, any anti-bribery and anti-corruption laws and regulations in the Territory, and in the countries in which Distributor does business. If Company discovers that Dealer/Distributor is not in compliance with any anti-bribery or anti-corruption laws and regulations, Company may at its sole discretion cancel any and or all unshipped Purchase Orders in whole or in part. In such event, Company will not be held responsible for any costs, expenses, or liabilities of any kind incurred by Dealer/Distributor for the cancelled orders.

14.2 Neither Dealer/Distributor nor any of its Affiliates or any director, officer, employee, agent, Affiliate or representative of Dealer/Distributor is an individual, entity or government that is, or is owned or controlled by a person, entity or government that is, (1) the subject of any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Asset Control, the United Nations Security Council, the European Union, Her Majesty's Treasury, or other relevant sanctions authority (collectively, "Sanctions"), nor (2) located, organized or resident in a country or territory that is the subject of Sanctions (including, without limitation, Russia, Crimea, Cuba, Iran, North Korea, Sudan or Syria). For purposes of this Agreement, (A) "Affiliate" of an entity means any other entity that directly or indirectly, through one or more intermediaries is Controlled by, or is under common Control with, such entity and (B) "Control" (and with correlative meanings, the terms "Controlled by" and "under common Control with") means, with respect to any person or entity, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of another entity or person, whether through the ownership of voting securities, by contract or otherwise.

14.3 Neither Dealer/Distributor, its Affiliates or any of its or their subsidiaries will, directly or indirectly, sell or otherwise transfer Company Products (i) to any individual, entity or government in any country or territory that, at the time of such sale, is the subject of Sanctions, or (ii) in any other manner that will result in a violation of Sanctions by any individual, entity or government, (iii) for the past five years, neither Dealer/Distributor nor any of its Affiliates have knowingly engaged in, or are now knowingly engaged in, any dealings or transactions with any person or in any country or territory that, at the time of the dealing or transaction, is or was the subject of Sanctions.

15 MISCELLANEOUS

15.1 Dealer/Distributor may not assign, transfer or sell all or any of its rights under this Agreement (or delegate all or any of its obligations hereunder), without the prior written consent of the Company. If a sale or other transfer of Dealer/Distributor's business is contemplated (whether by transfer of stock, assets or otherwise), Dealer/Distributor shall notify the Company in writing no less than thirty (30) days prior to effecting such transfer, but such notice shall not obligate the Company in any manner. The Company may assign this Agreement only to a parent, subsidiary or affiliated firm or to another entity in connection with the sale or other transfer of all or substantially all of its business assets. Subject to these restrictions, the provisions of this Agreement, shall be binding upon and shall inure to the benefit of the Parties, their successors and permitted assigns.

15.2 No failure on the part of either Party to exercise, and no delay in exercising, any right, power, or privilege will operate as a waiver thereof; nor will any single or partial exercise of any right under this Agreement preclude any other or further exercise thereof or the exercise of any other right. The waiver by either Party of any default or breach of this Agreement will not constitute a waiver of any other or subsequent default or breach. All remedies, rights, undertakings and obligations under this Agreement shall be cumulative, and none shall operate as a limitation of any other remedy, right, undertaking or obligation hereunder.



15.3 All notices, requests, demands and other communications under this Agreement by either Party will be in writing and will be deemed to have been duly given if (a) delivered by hand (and duly receipted); (b) mailed, certified or registered mail, return receipt requested; (c) sent by internationally recognized overnight courier; or (d) emailed, with documented verification of receipt; in each case to the people and addresses set forth in this Agreement or to such other person or address as a Party may furnish or designate to the other in writing in accordance with this Agreement. Notice given by mail, overnight courier or email will be deemed to have been given upon the date shown on the receipt showing delivery to the recipient.

15.4 Each provision of this Agreement will be interpreted in such a way to be effective and valid under applicable law and, if any provision of this Agreement is held by a court of competent jurisdiction to be illegal, unenforceable, or in conflict with any law of a federal, state, or local government, the validity of the remaining portions or provisions will remain in full force and effect, and the Parties will substitute therefor an enforceable provision that achieves the same business purpose as the provision that is illegal, unenforceable, or in conflict with any law of a federal, state, or local government.

15.5 The Parties agree that: (a) this Agreement (including all Exhibits) contains the entire understanding of the Parties hereto in respect to the subject matter of this Agreement; (b) there are no restrictions, promises, warranties, covenants or undertakings other than those expressly set forth in this Agreement; (c) this Agreement supersedes all prior agreements and understandings between the Parties with respect to such subject matter; and (d) this Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each Party that expressly states the sections of this Agreement to be modified; no other act, usage, or custom will be deemed to amend or modify this Agreement. Each Party hereby waives any right it may have to claim that this Agreement was subsequently modified other than in accordance with this Section.