

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY
OF FRAUSCHER SENSOR TECHNOLOGY USA, INC.

The following General Terms and Conditions of Sale and Delivery ("GTC") of Frauscher Sensor Technology USA, Inc. ("Frauscher") may be downloaded from www.frauscher.us and may also be provided in hard copy upon request. The purchase of any Frauscher products or services is expressly conditioned upon the Customer's consent to these GTC.

1. APPLICABILITY

- 1.1. These GTC apply to the sale and delivery of products or the provision of services by Frauscher. Products are defined within the Frauscher Offer to Supply and Order Confirmation.
- 1.2. Any applicable addendum, purchase order, proposal, quote, these GTC, or order confirmation issued by Frauscher form the parties' final agreement (the "Customer Contract"). In the event of a conflict between these documents, precedence shall apply in accordance with the order listed in the previous sentence, with the order confirmation taking priority over all other documents.
- 1.3. Frauscher's quote, offer or acceptance is expressly conditioned on the Customer's acceptance of these GTC. Any additional or conflicting terms contained in the Customer's request for proposal, specifications, purchase order or any other written or oral communication are not binding on Frauscher unless separately agreed in writing by Frauscher. Frauscher's failure to expressly reject any terms and conditions or other provisions contained on or with the Customer's documents shall not be deemed an acknowledgement or acceptance by Frauscher of those Customer terms.

2. ORDER CONFIRMATION AND FORMATION OF CONTRACT

- 2.1. Orders placed by the Customer are offers to purchase and shall not be binding on Frauscher until such time that Frauscher accepts the offer by issuance of a written order confirmation (the "Order Confirmation").
- 2.2. Any proposed amendment or addenda to an order accepted/confirmed by Frauscher shall not be valid or binding unless and until Frauscher provides written approval, which Frauscher may withhold or provide at its sole discretion. Any additional costs related to such change shall be borne by the Customer.
- 2.3. Where the Order Confirmation deviates from the Customer's Purchase Order or similar document, the Customer must within ten (10) calendar days of receipt of the Order Confirmation, notify Frauscher in writing of any such terms it finds objectional. If the Customer fails to timely object to such terms, the Customer shall be deemed to have accepted the terms of the Order Confirmation.
- 2.4. Except for the GTC, any information available to the Customer from Frauscher's website or other marketing materials or documents, are illustrative in nature and not binding upon Frauscher.

3. DELIVERY; RISK OF LOSS

- 3.1. Unless otherwise agreed in writing, the products will be delivered FCA INCOTERMS. FCA place of delivery is Frauscher Sensor Technology USA, Inc., 20 Haypress Road, Unit 304, Cranbury, NJ 08512 USA ("Frauscher Warehouse").
- 3.2. Risk of loss and/or damage transfers from Frauscher to the Customer:
 - a) if the Customer is collecting the products from the Frauscher Warehouse, at the time possession of the products is given to the Customer's freight forwarder or other designated representative; or
 - b) if Frauscher is responsible for transportation of the products to the Customer's designated facility, upon delivery of the products.
- 3.3. The Customer shall obtain insurance to cover loss and damage to all shipments for the entire time period that risk of loss transfers to the Customer, and the Customer shall furnish Frauscher with proof of such insurance coverage upon request.
- 3.4. Unless and until proof to the contrary is provided, every shipment of goods is deemed to have been delivered in proper condition to the freight forwarder or other such person as designated by the Customer. Frauscher shall not bear any liability for losses howsoever arising during shipment or as a result of delays during shipping, regardless of the INCOTERMS clause agreed by the Parties.
- 3.5. If risk of loss has passed to the Customer prior to delivery of the products, the Customer must assert any claims for damage against its freight forwarder before attempting to assert claims against Frauscher, unless the claim relates to a design or manufacturing defect, in which case, the process for asserting a warranty claim under clause 11 should be followed.

- 3.6. Unless otherwise agreed in writing, Frauscher's obligation to make delivery shall include standard packaging suitable for transport. Packaging for shipment by sea vessel does not constitute standard packaging and, if requested by the Customer, will be charged to the Customer.
- 3.7. Frauscher is authorised to make partial delivery and to invoice such deliveries in instalments.

4. DELIVERY DATES; DELAYS

- 4.1. Unless otherwise agreed in writing, any shipping or delivery dates stated on Order Confirmations are estimated dates only. Frauscher is not liable for any loss or expense incurred by the Customer or the Customer's customers if Frauscher fails to meet its delivery schedule.
- 4.2. Delays in Delivery: Estimated delivery dates may be extended in the following situations:
 - a) *Amendments to Customer Contract.* If, following the issuance of an Order Confirmation, amendments to the Customer Contract are agreed in writing, in the absence of any agreement to the contrary, any estimated delivery dates contained on the Order Confirmation shall be deemed to be automatically extended by a reasonable period of time.
 - b) *Events of Force Majeure.* Events of force majeure shall include, but not be limited to (i) acts of God or other forces of nature, such as earthquakes, lightning strike, frost, flood and windstorm; (ii) war, terrorism, travel warnings, the entry into force of statutes or statutory amendments, intervention by public authorities for pandemic, epidemic or endemic, seizures, disruptions or destructions by means of transport (for which no liability is accepted as a matter of principle), prohibitions on export, import and transit, national and international foreign trade law provisions, embargos and other sanctions, international payment restrictions, breakdowns in the supply of raw materials and energy source, material shortages; and (iii) business disruptions, such as through explosion, fire, strikes, sabotage and all other events which could not have been avoided or could only have been avoided at unreasonable cost or by means which are not commercially reasonable and therefore acceptable.
 - i. In the event of an event of force majeure (as defined above), estimated delivery dates will be extended by a period equal to the length of the delay plus any consequences of the delay. Frauscher will notify the Customer within a reasonable time after becoming aware of any such delay.
 - ii. If the event of force majeure (as defined above) delays delivery for a period exceeding three (3) months, either Party shall have the right to terminate the Customer Contract.
 - c) *Customer Breach.* In the event that the Customer breaches its duty of cooperation or commits any other breach of the Customer Contract, the estimated delivery dates may be extended for the duration of the breach, such that no default in delivery shall be deemed to have occurred. For the avoidance of doubt, a failure of the Customer to provide any requested specifications, drawings, or other documents required by Frauscher to process an order shall constitute a breach of the Customer's duty of cooperation.

5. TRANSPORTATION AND STORAGE

- 5.1. In the event the Customer chooses to use its own carrier, Frauscher will notify the Customer when the products are ready for shipment. Within ten (10) days of such notification, the Customer must schedule the collection of the products.
- 5.2. If collection is not scheduled in accordance with clause 5.1, Frauscher shall be entitled to store the products at a storage location selected by Frauscher, at the Customer's sole cost and risk.
- 5.3. If the products are placed in storage, delivery occurs and risk of loss transfers to the Customer when the products are placed in the storage location.
- 5.4. The Customer shall pay all storage expenses, including but not limited to demurrage charges, preparation for and placement into storage, handling, freight, storage, inspection, preservation, maintenance, taxes and insurance, upon receipt of an invoice(s) from Frauscher. When conditions permit, and upon payment to Frauscher of all amounts due, the Customer must arrange, at its expense, to remove the products from storage. The Customer bears the risk of loss, damage or destruction to the products in storage.

- 5.5. In addition to the storage expenses set forth in clause 5.4, if the products remain in storage for more than two (2) weeks, the Customer shall compensate Frauscher for the financial, administrative and inventory handling charges incurred by Frauscher for storing the products. The compensation shall be calculated as one percent (1%) of the net order value per week of delay and will not affect Frauscher's right to assert a claim for actual damages exceeding the contractual value of the Customer Contract.

6. PRICES

- 6.1. The price for the products shall be the price set out in the Order Confirmation and, unless otherwise agreed in writing, shall be in United States Dollars.
- 6.2. The price for the products shall be exclusive of any charges for freight, unloading, storage, insurance, taxes, excises, fees, duties or other government charges related to the products, all of which will be invoiced to, and payable by, the Customer. The Customer shall likewise bear the cost of any public charges, taxes or other levies charged in connection with the delivery of the products and the cost of any packaging exceeding standard packaging.
- 6.3. Frauscher shall be entitled to invoice the Customer for any delay for which Frauscher bears no fault, in particular for delays attributable to resolving issues of the technical or legal prerequisites to delivery, warehousing costs due to a breach of the Customer's duty of acceptance, or costs incurred by Frauscher due to overtime, night or weekend work requested by the Customer.
- 6.4. Any discounts and/or rebates granted to the Customer shall be calculated based on Frauscher's sales prices.

7. PAYMENT

- 7.1. Unless otherwise agreed in writing, all payments are due net thirty (30) days from the invoice date in United States Dollars. The Customer is responsible for any banking charges incurred by it.
- 7.2. Frauscher reserves the right to require advance payment for delivery of all products and services. Frauscher does not accept payments by bill of exchange, and the same shall not be deemed to satisfy the Customer's payment obligations.
- 7.3. The Customer shall not have the right of set off.
- 7.4. Failure to timely submit payment in accordance with clause 7.1 shall be a material breach of the Customer Contract. In the event of such a breach, or where insolvency proceedings are initiated against the Customer or its assets, Frauscher shall be entitled to:
- immediately accelerate the due date of all outstanding invoices and other amounts due; and/or
 - suspend performance of its obligations under this Customer Contract until such time as all defaults are cured and/or any insolvency proceedings are dismissed; and/or
 - to terminate the Customer Contract by giving written notice to the Customer.
- 7.5. Frauscher may recover interest from the Customer from the due date on any overdue sum at a rate of 0.5% per week or the maximum interest rate permitted under applicable law, whichever is lower, measured from the due date to the date on which Frauscher receives full payment.

8. BUYERS REQUIREMENTS

- 8.1. Frauscher's performance is contingent upon the Customer timely fulfilling all of its obligations under the Agreement. These obligations include the Customer supplying all documents and approvals need for Frauscher to perform, including but not limited to technical information and data, drawing and document approvals, manuscripts, drafts, sketches, samples, models, films and any other required documentation (the "Customer Documentation"). Frauscher will have no liability for any loss or damage to such Customer Documentation provided by the Customer.

9. RESERVATION OF TITLE

- 9.1. Frauscher shall retain ownership of any and all products or services delivered to the Customer until the Customer pays in full the entire amount of the invoice for the subject products or services (including ancillary charges such as interest and costs). The Customer shall arrange for separate safekeeping and proper storage of the products subject to Frauscher's reservation of title and to ensure that such products retain their value until such time as payment is made in full.

- 9.2. Until title to the products delivered by Frauscher passes to the Customer, Frauscher may:
- file any liens with governmental agencies against the Customer or otherwise as it deems necessary;
 - retake, sell or otherwise deal with and/or dispose of all or any part of the products; and
 - enter upon any property upon which the products or any part are stored, or upon which it reasonably believes the products are kept, at any time and without notice.

10. PRODUCT LIMITED WARRANTY

- 10.1. Frauscher warrants that the products shall be free from defects in material and workmanship for a period of twelve (12) months from the date delivery occurs (the "Warranty Period").
- 10.2. During the Warranty Period, and subject to the provisions of this clause 10, Frauscher shall remediate and rectify all defects that impair the functionality of the product, which were present at the time of delivery and were due to a defect in manufacturing or design.
- 10.3. The warranty is not transferable. Frauscher will not accept warranty claims and/or return merchandise authorization requests from any entity other than the Customer.
- 10.4. Conditions to the Warranty
- The Customer's warranty claim shall only arise where the Customer has given written notice to Frauscher in accordance with the conditions set out in this clause 10.4. Specifically:
 - Within seven (7) days of delivery, the Customer shall inspect the products and notify Frauscher of any defects identified during inspection. If the customer fails to give Frauscher written notice of any identified defects within seven (7) days of delivery of the products, indicating the precise defect, the Customer shall be deemed to have accepted the products.
 - Where a defect that could not reasonably have been discovered within the 7-day period described above, the Customer shall be deemed to have accepted such defect if the Customer fails to give Frauscher written notice of any such defect within seven (7) days of such discovery.If the Customer fails to provide notice in accordance with this clause 10.4, the Customer's right to revoke acceptance, assert any claims for compensatory damages and to challenge the transaction for mistake based on defects shall be deemed forfeited.
 - The warranty is conditioned on: (i) no repairs, modifications or alterations being made to the products other than by Frauscher or its authorized representative; (ii) the product being properly and correctly installed, configured, interfaced, maintained, stored, handled and operated in accordance with Frauscher's applicable operator's manuals and specifications; and (iii) the product not having been subjected to modification or misuse.
- 10.5. *Warranty Exclusions.*
- This limited product warranty shall not apply to, and Frauscher shall not be responsible for defects or performance problems resulting from: (i) the operation of the product under any specification other than, or in addition to, Frauscher's standard specification for its product; (ii) the unauthorized installation, modification, repair or use of the product; (iii) actions by third parties, (iv) the effects of chemical, electrical or mechanical sources that are outside the product specification provided by Frauscher and/or (v) normal wear and tear on products which are subject to natural wear and tear.
- 10.6. *Warranty Procedure.*
- The warranty provided by Frauscher USA is for the benefit of the Customer. Warranty claims must be processed by the Customer through Frauscher USA. The return of the product can be from the Customer or their downstream customer. The Customer is responsible for the shipping to Frauscher USA.
 - If the product fails during the Warranty Period for the reasons covered by this limited product warranty, and the Customer notifies Frauscher of such failure within the Warranty Period, and in accordance with clause 10.4 above, Frauscher will, at its option, repair or replace the nonconforming product at its cost and expense.
 - Repair or replacement shall, as a general rule, be rendered at the place of performance as defined in clause 24.1. In the case of a timely claim under clause 10.1, the Customer shall consult with Frauscher and return the products to Frauscher for its inspection of the asserted defects. If it is possible, where the products or services have been relocated to another location then, at Frauscher's option, supplemental performance repair or replacement may also be rendered at such other location.

- d) If, on inspection of the returned products, Frauscher finds:
 - i. that the product is under warranty and is faulty, Frauscher will pay for the return shipping to the Customer within North America;
 - ii. that the products are not under warranty and/or are found not to be faulty, the Customer shall pay for all shipping and other charges incurred that relate to such claim.
 - e) Any repaired or replaced product will be warranted for a period of thirty (30) days or the remainder of the original warranty period, whichever is longer.
- 10.7. Where Frauscher rectifies defects not subject to warranty or performs other services or customer service work, such work shall be charged to the Customer in accordance with Frauscher's valid price schedule or on the basis of time and expense incurred.
- 10.8. Assertion of a defect shall not (i) relieve the Customer of its duty to make payment, (ii) entitle the Customer to cancel or terminate any Customer Contract, or (iii) entitle the Customer to reject further deliveries under this Customer Contract or any other contract with Frauscher.
- 10.9. THE WARRANTY PROVIDED IN THIS CLAUSE 10 IS FRAUSCHER'S SOLE AND EXCLUSIVE WARRANTY AND IS SUBJECT TO THE LIMITATION OF LIABILITY IN CLAUSE 11 BELOW. NEITHER FRAUSCHER NOR ITS SUPPLIERS MAKE ANY OTHER WARRANTY, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.
- 11. LIMITATION OF LIABILITY**
- 11.1. NOTWITHSTANDING ANYTHING IN THESE GTC TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE, WHETHER BASED IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, FOR ANY INTERRUPTION OF BUSINESS OR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS).
- 11.2. Frauscher's maximum liability to the Customer under this Customer Contract is the actual purchase price received by Frauscher for the product that gave rise to the claim, regardless of whether or not the Customer (or its customer) incorporates Frauscher's products into other products or assemblies.
- 11.3. The Customer agrees that the exclusions and limitations in this clause 11 will prevail over any conflicting terms and conditions in this Customer Contract and must be given full force and effect, whether or not any or all such remedies are determined to have failed of their essential purpose. These limitations of liability are effective even if Frauscher has been advised by the Customer of the possibility of such damages. The waivers and disclaimers of liability, releases from liability and limitations on liability expressed in this clause 11 extend to Frauscher's affiliates, partners, principals, shareholders, directors, officers, employees, suppliers, agents, and successors and assigns.
- 12. INDEMNITY**
- 12.1. The Customer agrees to indemnify and hold harmless Frauscher, its employees, shareholders, officers, directors, agents, parents, subsidiaries, affiliates and principals:
- a) for all liabilities from third parties resulting from the Customer's, its affiliates' and/or its representatives' wrongful integration, wrongful installation, negligence, and use of the products not in accordance with the manufacturer specifications included in Frauscher's system documentation and user manuals, and
 - b) from any claims or liabilities for alleged patent or trademark infringement that arise solely and directly as a result of the Customer, its affiliates and/or its representatives causing the same by (i) a violation of a third party's rights, (ii) misuse of the products or (iii) incorporation of the products into additional systems or assemblies.
- 12.2. Frauscher and the Customer (each as an "Indemnitor") shall indemnify the other ("Indemnitee") from and against all third party claims alleging bodily injury, death or damage to a third party's tangible property, but only to the extent caused by the Indemnitor's negligent acts or omissions. If the injury or damage is caused by the parties' joint or contributory negligence, the loss and/or expenses shall be borne by each party in proportion to its degree of fault. No part of the products or the Customer's site is considered third party property.

13. PRODUCT LIABILITY

- 13.1. Frauscher is not responsible for liabilities resulting from the misuse of the products it supplies, or for the defective design of the system into which the products will be installed, except to the extent that the design is consistent with Frauscher's products specification.
- 13.2. Frauscher shall bear no liability if the products supplied by it to the Customer are deemed defective solely due to the defective process of production of additional products, systems or assemblies manufactured by the Customer (or its customer).
- 13.3. When using or reselling the product, the Customer is obliged to comply (and to cause its customers to comply) with Frauscher's user instructions, proposed specifications, operator's manual, technical customer documentation (including safety-related terms of use), warnings and other product advice, and to refrain from any and all improper manipulation of the products (e.g. disassembly, modification, heating, improper storage or shipping or any other negative impairment to product safety). Frauscher shall not be expected to anticipate any such improper manipulation or unintended use of Frauscher's products by the Customer (or its customer).

14. TECHNICAL ADVICE

- 14.1. Frauscher products may only be used in accordance with the applicable Frauscher product documentation. Any use other than expressly authorised is prohibited and may result in unforeseen hazards and risks. The product documentation will be provided upon request.
- 14.2. Any and all technical advice provided by Frauscher, either in writing or verbally, shall not be deemed binding on Frauscher, and shall not relieve the customer of its own duty to inspect any delivery of products for fitness for their intended use.
- 14.3. Frauscher accepts no liability for the consequences of any actions taken on the basis of technical advice provided to the Customer. In particular, Frauscher accepts no liability for any statement related to the technical suitability of the products or the technical feasibility of the Customer's project. The Customer is responsible for conducting a complete technical feasibility analysis and validation in accordance with Frauscher's product documentation. Any technical support service provided by Frauscher does not, and is not intended to, replace the technical analysis and validation by the Customer.
- 14.4. Frauscher is not liable or responsible to the Customer for any action taken or not taken by it in connection with any technical advice, unless directly caused by Frauscher's gross negligence or wilful misconduct.
- 14.5. Without limiting clauses 9 and 14.4 above, and without prejudice to any other provision of these GTC, Frauscher will not be liable for any indirect, incidental or consequential damages arising out of or in relation to technical advice provided.

15. CANCELLATION/TERMINATION

- 15.1. The right of either party to terminate the Customer Contract are solely as stated in clauses 4.2 and 7.4.
- 15.2. *Effect of Termination.* The following clauses shall survive the termination, expiration or cancellation of this Customer Contract: "Delivery; Risk of Loss", "Delivery Dates; Delays", "Payment", "Product Limited Warranty", "Limitation of Liability", "Indemnity", "Product Liability", "Intellectual Property", "Recalls", and "Confidentiality; Data Protection".

16. INTELLECTUAL PROPERTY

- 16.1. Frauscher, or its respective licensors, shall retain ownership of any and all intellectual property (including patent rights, know-how, trademarks, service marks and other trademark-related rights, industrial design and utility model rights, copyrights and other intellectual property rights) for the products and related documentation covered by the Customer Contract as well as to improvements and developments thereto. Frauscher shall retain these rights regardless of whether or not such rights have been registered.
- 16.2. The Customer is prohibited from copying, or having a third-party copy, Frauscher products or to undertake reverse engineering of the products or services delivered by Frauscher, regardless of whether such products or services are subject to intellectual property rights or whether such intellectual property rights do not exist or no longer exist.

- 16.3. Frauscher shall, at its option and expense, promptly defend or settle any claim or proceeding brought against the Customer based on an allegation that any Frauscher product or use thereof for its intended purpose constitutes the infringement or misappropriation of any third-party patent, copyright, trademark or other intellectual property right. The Customer will promptly provide Frauscher with written notice of the suit or proceeding and the authority, information and assistance needed to defend the claim(s). Frauscher shall have the full and exclusive authority to defend and settle such claim(s) and will pay damages and costs awarded in any suit or proceeding so defended. The Customer will not make any admission(s) which might be prejudicial to Frauscher and shall not enter into a settlement without Frauscher's consent. Frauscher is not responsible for any settlement made without its prior written consent. If the Frauscher product, or any part thereof, as a result of any suit or proceeding so defended is held to constitute infringement or its use by the Customer is enjoined, Frauscher will, at its option and expense, either: (i) procure for the Customer the right to continue using said product; (ii) replace it with a substantially equivalent non-infringing product; or (iii) modify the product so it is non-infringing.

17. ASSIGNMENT

Neither party may assign, transfer or subcontract this Customer Contract, or any part of this Customer Contract, without the written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding, with party may assign its rights and obligations, without recourse or consent, to any parent, wholly owned subsidiary, or affiliate or affiliate's successor organization (whether as a result of reorganization, restructuring or sale of substantially all of a party's assets). Any assignee expressly assumes the performance of any obligation assigned.

18. RECALLS

- 18.1. In the event that Frauscher conducts a recall campaign arising out of, or on the basis of, a recall campaign of products within which Frauscher's contract products have been integrated, Frauscher shall be responsible for the actual replacement cost of its products at the time of the recall with new materials and workmanship of like kind and quality. Frauscher shall not be responsible for any other costs.

19. CONFIDENTIALITY; DATA PROTECTION

- 19.1. Both during and after the term of this Customer Contract, the parties will treat as confidential all information obtained from the disclosing party and all information compiled or generated by the disclosing party under this Agreement from the receiving party, including but not limited to business information, manufacturing information, technical data, drawings, flow charts, program listings, and information related to intellectual property, know-how, business operations, finance, pricing, forecasts, analyses, systems, user identification numbers or passwords, and/or commercial, marketing research and development (the "Confidential Information").
- 19.2. Neither party may disclose or refer to the work to be performed under this Customer Contract in any manner that identifies the other party without advance written permission, save that the parties may share the Confidential Information with its affiliates, representatives and customers in connection with transactions involving or related to the products and/or services provided for hereunder, provided those recipients are subject to the same confidentiality obligations as set forth in this clause 19.
- 19.3. Nothing in this Customer Contract requires a party to treat as confidential any information which: (i) is or becomes generally known to the public, without the fault of the receiving party; (ii) is disclosed to the receiving party, without obligation of confidentiality, by a third party having the right to make such disclosure; (iii) was previously known to the receiving party, without obligation of confidentiality, which fact can be demonstrated by means of documents which are in the possession of the receiving party upon the date of this Customer Contract; (iv) was independently developed by the receiving party or its representatives, as evidenced by written records, without the use of the discloser's confidential information; or (v) is required to be disclosed by law, except to the extent eligible for special treatment under an appropriate protective order, provided that the party required to disclose by law will promptly advise the originating party of any requirement to make such disclosure to allow the originating party the opportunity to obtain a protective order and assist the originating party in so doing.
- 19.4. All parties agree to comply with all the requirements and obligations of the General Data Protection Regulation ("GDPR"), and the parties shall enter into a Data Processing Agreement as required to comply with the GDPR.

20. COMPLIANCE

- 20.1. Frauscher expects all contractual parties to conduct their business in accordance with generally accepted principles of ethical behavior, including integrity, fairness, compliance with applicable laws and respect for human rights.
- 20.2. The Parties agree to comply with all applicable laws and regulations, including but not limited to those relating to the manufacture, purchase, sale, resale, exportation, transfer, assignment, transfer, disposal or use of the Frauscher products.
- 20.3. Under no circumstances will either Party offer or make any payment or give anything of value to another person or entity where such payment or action would violate an applicable law or regulation, including but not limited to any applicable anti-bribery, anti-corruption, or anti-kickback law.

21. EXPORT/IMPORT COMPLIANCE

- 21.1. The Customer acknowledges that the Frauscher products are sold for use and/or consumption within the U.S., Canada and Mexico only. Further, the Customer acknowledges that Frauscher is required to comply with applicable export/import laws and regulations relating to the sale, export, import, transfer, assignment, disposal and use of the products, including any export/import license requirements.
- 21.2. If Frauscher authorises the Customer in writing to export the products outside of the U.S., Canada or Mexico, the Customer agrees that such products will not be exported, sold, transferred, or otherwise used in a manner which will result in non-compliance with any export/import laws and regulations.
- 21.3. The Customer represents and warrants that it is not subject to any trade sanctions imposed by the U.S., EU and/or UN and that it is in compliance with and shall comply will all applicable laws and regulations relating to trade restrictions and/or export controls (including trade sanctions imposed by the U.S., EU and/or UN) with respect to products sold hereunder, and shall provide evidence of compliance with the foregoing as Frauscher may reasonably request from time to time.

22. SEVERABILITY

- 22.1. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not in any way be affected or impaired. A court may modify the invalid, illegal or unenforceable provision to reflect, as closely as possible, the parties' original intent.

23. NON-WAIVER

Any waiver by a party of strict compliance with the Customer Contract must be in writing, and any failure by the parties to require strict compliance in one instance will not waive its right to insist on strict compliance thereafter.

24. PLACE OF PERFORMANCE; APPLICABLE LAW; JURISDICTION

- 24.1. The place of performance for this Customer Contract shall be either:
 - a) 21 Roszel Road, Suite 115, Princeton, New Jersey 08540, USA; or
 - b) 20 Haypress Road, Unit 304, Cranbury, NJ 08512 USA.
- 24.2. The Customer Contract is governed by and construed in accordance with the laws of the State of New Jersey, without regard to its conflict of law principles. The application of the United Nations Convention on Contract for the International Sale of Goods (1980) is excluded.
- 24.3. Each party agrees that disputes arising out of this Customer Contract shall first be settled under the New Jersey Arbitration Act and all applicable New Jersey legal statutes pertaining to civil arbitration. Any arbitration proceedings shall take place in the State of New Jersey and shall be administered by the American Arbitration Association pursuant to its Commercial Arbitration Rules. Judgement on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.