

## TERMS AND CONDITIONS OF PURCHASE

(Hennecke Inc. / December 2024)

### 1. Acceptance

Seller has read and understands this order and agrees that Seller's written acceptance or commencement of any work or services under this order shall constitute Seller's acceptance of these terms and conditions, and no others. All terms and conditions proposed by Seller that are different from or in addition to this order are unacceptable to Buyer, are expressly rejected by Buyer, and shall not become a part of this order. Any modifications to this order shall be made in accordance with Section 32 hereof. Upon Seller's acceptance as described above, this order shall be deemed to be a binding contract, and these terms and conditions shall be incorporated therein by reference.

### 2. Price

Seller's price includes all charges and taxes applicable to the goods and services and the performance of the order. Seller warrants and represents that the prices specified in this order do not exceed the current selling price for the same or substantially similar Supplies taking into account the quantity involved in this order.

### 3. Statement of work

Seller, at its own risk and expense and for the indicated consideration, shall furnish all labor, materials, supplies and equipment, and perform all work necessary to manufacture and/or otherwise provide and deliver to Buyer at the place of delivery specified, the supplies covered by this order (including any spare parts, special tools, plans, drawings, technical manuals, technical services, and other data specified in or required with this order) in strict accordance with the plans, drawings and specifications and requirements hereof, and will assume all responsibility and do all things required of Seller by this order. No order shall be deemed to have been completed until all required engineering material has been received and finally approved and the supplies have been received, inspected and finally approved by Buyer. Seller shall be responsible for carefully and critically reviewing all the contract documents immediately upon receipt. In any case of error, omission, discrepancy or lack of clarity in the contract documents, Seller shall immediately notify Buyer. Any work performed, prior to correction or clarification of such error, omission, discrepancy or lack of clarity, shall be at Seller's own risk. No approval of plans, acceptance, payment, passage of title or other act shall relieve Seller of its responsibility to furnish the Supplies in strict accordance with the specifications and with the provisions of this order and no waiver by Buyer of any breach on the part of Seller of any of its obligations, and no payment made hereunder shall be deemed to constitute an acceptance or approval of any defective or unsatisfactory Supplies or workmanship, or a waiver of the rights to Buyer to reject the same at any later date.

### 4. Shipping and billing

Seller agrees: (a) to properly pack, mark and ship goods in accordance with the requirements of Buyer, the involved carriers, and, if applicable, the country of destination; (b) to route shipments in accordance with Buyer's instructions; (c) to make no charge for handling, packaging, storage or transportation of goods, unless otherwise stated as an item in this order; (d) to provide with each shipment packing slips with Buyer's order and/or release number and date of shipment marked thereon; (e) to properly mark each package with a label/tag according to Buyer's instructions and the customs regulations of the country of import; (f) to promptly forward the original bill of lading or other shipping receipt for each shipment in accordance with Buyer's instructions (Seller will include on bills of lading or other shipping receipts, correct classification identification of the goods shipped in accordance with Buyer's instructions and carrier's requirements); and (g) to mark or tag all parts, showing part number and part description, with Buyer's order number entered on all invoices, shipping documents, and correspondence relating to this order. The marks on each package and identification of the goods on packing slips, bills of lading and invoices (when required) shall be sufficient to enable Buyer to easily identify the goods purchased. Buyer may withhold payment pending receipt of evidence, in such form and detail as Buyer may direct, of the absence of any liens,

encumbrances and claims on the goods or services under this order. Title and risk of loss of goods and/or services shall remain in Seller until acceptance by Buyer at Buyer's locations as specified herein. No increase in price will be accepted, and no invoice for an amount exceeding the price(s) shown in the order shall be paid, unless such increase or excess has been agreed to in writing according to Section 32 hereof.

### 5. Delivery schedules

Time is of the essence, and deliveries shall be made both in quantities and at times as specified by Buyer. Buyer shall not be required to make payment for goods delivered to Buyer that are in excess of quantities specified in Buyer's delivery schedules. Buyer may change the date of scheduled shipments or direct temporary suspension of scheduled shipments, neither of which shall entitle Seller to a modification of the price for goods or services covered by this order. Where quantities and/or delivery schedules are not specified, Seller shall deliver goods in such quantities and times as Buyer may direct. If Seller's acts or omissions result in Seller's failure to meet Buyer's delivery requirements and Buyer requires a more expeditious method of transportation for the goods than the transportation method originally specified by Buyer, Seller shall ship the goods as expeditiously as possible at Seller's sole expense.

### 6. Changes

Buyer reserves the right at any time to direct changes, or cause Seller to make changes, to drawings and specifications of the goods or to otherwise change the scope of the work covered by this order, including work with respect to such matters as inspection, testing or quality control, and Seller agrees to promptly make such changes. Any difference in price or time for performance resulting from such changes shall be equitably adjusted by Buyer after receipt of documentation in such form and detail as Buyer may direct. Any changes to this order shall be made in accordance with Section 32.

### 7. Inspection; Expediting

Seller agrees to participate in Buyer's supplier quality and development program(s) and to comply with all quality requirements and procedures specified by Buyer, as revised from time to time. In addition, Buyer shall have the right to enter Seller's facility at reasonable times to inspect the facility, goods, materials, and any property of Buyer covered by this order. Buyer's inspection of the goods, whether during manufacture, prior to delivery or within a reasonable time after delivery, shall not constitute acceptance of any work-in-process or finished goods. The work furnished under this order, including all warranty work, shall be subject to expediting by Buyer. Buyer's representatives shall be afforded free access during working hours to Seller's plants, and Seller agrees to procure a similar right for Buyer, for expediting purposes with respect to Seller's subcontractors and suppliers. As required by Buyer, Seller shall supply schedules, progress reports and unpriced copies of Seller's purchase orders and subcontract for Buyer's use in expediting. Seller shall notify Buyer in writing of any actual or anticipated delays immediately upon discovery. Such notice shall include an estimated period of delay, cause, and corrective actions being taken. Slippage in Seller's schedule may be deemed to be reasonable grounds for insecurity in which event Buyer may demand in writing that Seller provide adequate assurances that Seller will perform on time.

### 8. Nonconforming goods

Seller acknowledges that Buyer has no obligation to perform incoming inspections of the goods and waives any rights to require Buyer to conduct such inspections. Any such inspection performed by Seller shall be without obligation to Buyer. To the extent Buyer rejects goods as nonconforming, Buyer may, in addition to all other rights and remedies, (a) require Seller to accept the return of the nonconforming goods, at Seller's cost, in exchange for a refund of all amounts paid to Seller, (b) require Seller to promptly repair or replace the nonconforming goods; (c) obtain the repair or replacement of the nonconforming goods from a third party; and/or (d) require Seller to compensate Buyer for all

costs, expenses and damages arising from or relating to the nonconforming goods. Nonconforming goods will be held by Buyer in accordance with Seller's instructions at Seller's risk. Seller's failure to provide written instructions within 10 days, or such shorter period as may be commercially reasonable under the circumstances, after notice of nonconformity shall entitle Buyer, at Buyer's option, to charge Seller for storage and handling or to dispose of the goods without liability to Seller. Payment for nonconforming goods shall not constitute an acceptance of them, limit or impair Buyer's right to assert any legal or equitable remedy or relieve Seller's responsibility for latent defects.

#### 9. Force Majeur

Any delay or failure of either party to perform its obligations shall be excused if, and to the extent that, it is caused by an event or occurrence beyond the reasonable control of the party and without its fault or negligence, including, but not limited to, acts of God, actions by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, labor problems (including lockouts, strikes and slowdowns), inability to obtain power, material, labor, equipment or transportation, or court injunction or order, provided that written notice of any such delay impacting Seller (including anticipated duration of the delay) shall be given by Seller to Buyer as soon as possible after the event or occurrence (but in no event more than ten (10) days thereafter). During the period of such delay or failure to perform by Seller, Buyer, at its option, may purchase goods from other sources and reduce its purchases from Seller by such quantities without liability to Seller, or have Seller provide the goods from other sources in quantities and at times requested by Buyer, and at the price set forth in this order. In addition, Seller, at its expense shall take all necessary action to ensure the supply of goods to Buyer for a period of at least the first 30 days during any anticipated labor disruption or resulting from the expiration of Seller's labor contract(s). If requested by Buyer, Seller shall, within 10 days of such request, provide adequate assurances that the delay shall not exceed 30 days. If the delay lasts more than 30 days or Seller does not provide adequate assurance that the delay will cease within 30 days, Buyer may immediately terminate this order without liability.

#### 10. Warranty

Seller warrants that from the time of delivery and continuing for the Warranty Period (defined below) all goods and services (a) shall conform to specifications, samples, models, drawings, descriptions and standards; (b) are packaged, marked and labeled properly and according to Buyer's instructions; (c) are new, merchantable, fit for intended purposes, safe and free from defect in materials, assembly, workmanship and design; (d) shall be manufactured, sold and delivered in compliance with all relevant codes, laws and regulations; and (e) shall be performed by Seller in a competent, workmanlike manner and in accordance with industry standards. In addition, Seller warrants that Buyer shall receive title to the goods that is free and clear of any liens, encumbrances and any actual or claimed infringement or misappropriation of any intellectual property or trade secrets. Warranty Period means the longer of the following periods: (i) 18 months from the date of first use of the goods or acceptance of goods or services, whichever is later; (ii) if goods are used in Buyer's finished product, 18 months from the date of incorporation into Buyer's finished product; or (iii) the time period of warranty Buyer gives to third parties, whichever occurs later. None of the remedies available to Buyer for breach of warranties may be limited except to the extent agreed to by Buyer in writing. Any quality improvement, goal or target is not in lieu of and does not limit or modify this warranty or Buyer's remedies, rights or damages. All warranties shall survive inspection, testing, acceptance of parts, products or services by Buyer, and expiration or termination of this order. Seller agrees to abide by Buyer's quality requirements as amended from time to time and incorporated herein. Seller agrees it shall reimburse Buyer for any loss, damage or expense as a result of breach of warranty.

#### 11. Ingredients disclosure and special warnings and instructions

If requested by Buyer, Seller shall promptly furnish to Buyer in such form and detail as Buyer may direct: (a) a list of all ingredients in the goods; (b) the amount of all ingredients; and (c) information concerning any changes in or additions to such ingredients. Prior to and with the shipment of the goods, Seller

agrees to furnish to Buyer sufficient warning and notice in writing (including appropriate labels on goods, containers and packing) of any hazardous material that is an ingredient or a part of any of the goods, together with such special handling instructions as may be necessary to advise carriers, Buyer, Buyer's customer(s) and their respective employees of how to exercise that measure of care and precaution that will best prevent bodily injury or property damage in the handling, transportation, processing, use, or disposal of the goods, containers and packing material shipped to Buyer.

#### 12. Liens

Seller will indemnify, protect, save, and hold Buyer and its customer and their property harmless, free and clear of any liens, claims, assessments, fines and/or levies asserted by any party, including but not limited to Seller's subcontractors, suppliers, vendors, or materialmen and/or other liens based on overdue or other deficient handling of charges for labor, equipment and/or materials, provided that such is not the result of Buyer's failure or refusal to perform any of its obligations hereunder. Furthermore, without limiting the foregoing, Seller shall indemnify, defend and hold Buyer harmless from any liens, actions, claims, suits, damages, assessments, or fines of whatsoever nature, including attorneys' fees and costs, asserted by or on behalf of any employees of Seller or employees of any of Seller's subcontractors (of any tier) for unpaid or underpaid wages or benefits of whatsoever nature, including, but not limited to unpaid or underpaid trust fund contributions. Buyer may, if it so elects, pay and discharge any liens or overdue charges for Seller's subcontractors, suppliers, vendors, or materialmen, equipment and/or materials under or in conjunction with this order and may thereupon deduct the amount or amounts so paid by Buyer from sums due or which thereafter become due to Seller hereunder. Before payments are made by Buyer to Seller, Buyer may require Seller to furnish proof that there are no unsatisfied claims for subcontractors, suppliers, vendors, or materialmen, materials, facilities, equipment, supplies, or wages and that all insurance coverages required by this order were in full force and effect during the period Seller rendered services pursuant to this order.

#### 13. Insolvency

Buyer may immediately terminate this order without liability to Seller in any of the following or any other comparable events: (a) insolvency of the Seller; (b) filing of a voluntary petition in bankruptcy by Seller; (c) filing of any involuntary petition in bankruptcy against Seller; (d) appointment of a receiver or trustee for Seller; or (e) execution of an assignment for the benefit of creditors by Seller, provided that such petition, appointment or assignment is not vacated or nullified within fifteen (15) days of such event. Seller shall indemnify Buyer from all liability, claims, demands, actions, losses, suits, damages, judgments, attorney fees, costs, charges, expenses, and consequences of any liabilities, of any nature incurred by Buyer in connection with or arising out of any of the foregoing.

#### 14. Termination for breach or non-performance

Buyer reserves the right to terminate all or any part of this order, without liability to Buyer, if Seller: (a) repudiates or breaches any of the terms of this order, including Seller's warranties; (b) fails to perform services or deliver goods as specified by Buyer; or (c) fails to make progress so as to endanger timely and proper completion of services or delivery of goods, and does not correct such failure or breach within 10 days (or such shorter period of time if commercially reasonable under the circumstances) after receipt of written notice from Buyer specifying such failure or breach.

#### 15. Termination for convenience

In addition to any other rights of Buyer to terminate this order, Buyer may, at its option, immediately terminate all or any part of this order, at any time and for any reason, by giving written notice to Seller. Upon such termination, Buyer shall pay to Seller the following amounts without duplication: (a) the order price for all goods or services which have been completed in accordance with this order and not previously paid for; and (b) the actual costs of work-in-process and raw materials incurred by Seller in furnishing the goods or services under this order to the extent such costs are reasonable in amount and are properly allocable or apportionable under generally accepted accounting principles to the terminated portion of this order; less the sum of the reasonable value or cost

(whichever is higher) of any goods or materials used or sold by Seller with Buyer's written consent, and the cost of any damaged or destroyed goods or material. Buyer shall not be obligated to make payments for finished goods, work-in-process or raw materials fabricated or procured by Seller in amounts in excess of those authorized in delivery releases nor for any undelivered goods which are in Seller's standard stock or which are readily marketable. Payments made under this Section shall not exceed the aggregate price payable by Buyer for finished goods that would be produced by Seller under delivery or release schedules outstanding at the date of termination. Except as provided in this Section, Buyer shall not be liable for and shall not be required to make payment to Seller, directly or on account of claims by Seller's subcontractors, for loss of anticipated profit, unabsorbed overhead, interest on claims or past due charges from Seller's suppliers, product development and engineering costs, facilities and equipment rearrangement costs or rental, unamortized depreciation costs, or general and administrative burden charges from termination of this order. Within 15 days from the effective date of termination, Seller shall submit a comprehensive termination claim to Buyer, with sufficient supporting data to permit Buyer's audit and shall thereafter promptly furnish such supplemental and supporting information as Buyer shall request. Buyer, or its agents, shall have the right to audit and examine all books, records, facilities, work, material, inventories, and other items relating to any termination claim of Seller.

#### 16. Intellectual property

Seller agrees: (a) to indemnify, defend, and hold Buyer, its successors and its customers harmless from and against any and all liability, claims, demands, actions, losses, suits, damages, judgments, attorney fees, costs, charges, expenses, and consequences of any liabilities, of any nature asserted by any person or entity, against Buyer in connection with, or arising out of, any suit, claim, or action for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, copyright, industrial design right, mask work, or other proprietary right by reason of the manufacture, use, or sale of the goods or services ordered, including infringement arising out of compliance with specifications furnished by Buyer, or for actual or alleged misuse or misappropriation of a trade secret, arising in any way in relation to the goods or services, including such claims in which Seller has provided only part of the goods or services ordered; (b) to waive any claim against Buyer under the Uniform Commercial Code or otherwise, including any hold harmless or similar claim, that any such infringement arose out of compliance with Buyer's specification; (c) that Buyer is hereby granted a worldwide, nonexclusive, royalty free, irrevocable license to repair, and have repaired, to reconstruct and have reconstructed, rebuild and have rebuilt, the goods ordered hereunder; (d) that goods manufactured based on Buyer's drawings and/or specifications may not be used for Seller's own use or sold to third parties without Buyer's express written authorization; and (e) that Buyer is hereby assigned all right, title, and interest in and to all patents and patentable ideas, trademarks, copyrights, and mask work rights created by Seller in its performance of this order, and to the extent that copyrightable works are created in connection with Seller's performance of this order, such works shall be deemed "works made for hire" and shall be the exclusive property of Buyer, but to the extent such works do not qualify as "works made for hire," Seller hereby assigns to Buyer all right, title, and interest in and to such copyrights, including all moral rights therein.

#### 17. Technical information disclosed to buyer

Seller agrees not to assert any claim (other than a claim for patent infringement) with respect to any technical information that Seller shall have disclosed or may hereafter disclose to Buyer in connection with the goods or services covered by this order.

#### 18. Indemnification

Seller agrees at its own expense to protect, defend, hold harmless and indemnify Buyer and Buyer's successors, assigns, agents and customers from and against any claims, damages, losses, costs and expenses (including attorneys' fees and settlement amounts) arising out of or resulting in any way from any (a) breach of any representation, warranty, covenant or obligation of Seller hereunder; (b) claims by subcontractors, materialman, suppliers, laborer and others for payment for goods and/or services relating

to the performance of this order; or (c) actual or alleged death of or injury to any person, damage to property, or any other damage or loss suffered, including economic loss, costs of rework or recall, that are alleged to result from or result from any (i) defective or non-conforming goods, parts, products or services or breach of warranty, contract, negligence or intentional misconduct, including Buyer's failure to warn due to Seller's goods, parts or products; or (ii) actual or alleged violation by Seller of any law, statute, administrative order, rule or regulation.

#### 19. Insurance

Seller shall maintain insurance coverage with carriers acceptable to Buyer and in amounts not less than the following: (a) Workers' Compensation - statutory limits for the state or states in which this order is to be performed (or evidence of authority to self-insure); (b) Employers' Liability - \$500,000 bodily injury by accident/each accident, \$500,000 bodily injury by disease/policy limit, and \$500,000 bodily injury by disease each employee; (c) Commercial General Liability including products/completed operations and blanket contractual liability - \$2,000,000 general aggregate limit, \$1,000,000 products/completed operations aggregate limit, \$1,000,000 personal and advertising injury limit, and \$1,000,000 each occurrence limit; (d) Commercial Automobile Liability including owned, non-owned and hired vehicles - \$1,000,000 each accident for combined bodily injury and property damage liability. These insurance requirements may be fulfilled by either primary policy limits or by umbrella liability policies. Seller shall furnish to Buyer a certificate of insurance setting forth the amount(s) of coverage and limits, policy number(s) and dates of expiration for insurance maintained by Seller within ten (10) days of Buyer's request. This certificate of insurance will provide that Buyer shall receive thirty (30) days prior written notice from the insurer of any termination or reduction in the amount or scope of coverage(s) and also name the Buyer as an additional insured. Seller's purchase of appropriate insurance or the furnishing of certificates of insurance shall not release Seller of its obligations or liabilities under this order. In the event of Seller's breach of this provision, Buyer shall have the right to cancel the undelivered portion of any goods or services covered by this order and shall not be required to make further payment except for the conforming goods delivered or services rendered prior to the cancellation. Seller's furnishing of certificates of insurance or purchase of insurance shall not release Seller of any other obligations or liabilities under this order.

#### 20. Rights with respect to engineering data

All design/engineering data furnished to Seller by Buyer shall be the sole property of Buyer. All plans, including working plans (including reproducible) and other specified design/engineering data, produced by the Seller in the performance of this order, shall be the sole property of Buyer and Buyer shall have the full right to use same in such manner as they may deem proper, including without limitation to the generality of the foregoing, the right to make reproductions and copies, and right to publish, or to withhold from publication, and the right to alter therein, additions thereto, or other changes. Seller shall be permitted to retain copies or duplicates of such plans, working plans and data thereof for its own office records. Seller shall have no right to sell or transfer such plans, working plans and data to any other person.

#### 21. Remedies

The rights and remedies reserved to Buyer in this order shall be cumulative with, and additional to, all other or further remedies provided in law or equity. Without limiting the foregoing, should any goods fail to conform to the requirements and warranties set forth in this order, Buyer shall notify Seller and Seller shall, if requested by Buyer, reimburse Buyer for any incidental and consequential costs and damages caused by such nonconforming goods, including, but not limited to, costs, expenses, attorney fees and losses incurred by Buyer (a) in inspecting, sorting, repairing or replacing such nonconforming goods, (b) resulting from production interruptions, (c) conducting recall campaigns or other corrective service actions, and (d) claims for personal injury (including death) or property damage caused by such nonconforming goods. If requested by Buyer, Seller will enter into a separate agreement for the administration or processing of warranty chargebacks for nonconforming goods.

**22. Customs; Export controls**

Credits or benefits resulting or arising from this order, including trade credits, export credits, or the refund of duties, taxes or fees, shall belong to Buyer. Seller shall provide all information necessary (including written documentation and electronic transaction records) to permit Buyer to receive such benefits or credits, as well as to fulfill its customs related obligations, origin marking or labeling requirements and local content origin requirements, if any. Export licenses, certificates, written declarations, or authorizations necessary for the timely and proper export of the goods, and documents to secure preferential tariff treatment, shall be the responsibility of Seller unless otherwise indicated in this order, in which event Seller shall provide such information as may be necessary to enable Buyer to obtain such licenses, certificates, written declarations, or authorization(s). Such licenses, certificates, written declarations, or authorization(s) shall only be provided by Seller once it has been determined solely by Seller that the representations contained in those licenses, certificates, written declarations, or authorization(s) are correct and in accordance with all applicable laws and regulations. In the event it is determined by either Buyer, its agents, or a representative government agency that such representations are incorrect, Seller will indemnify, defend and hold Buyer harmless from any and all fines, penalties, liquidated damages, or other action taken by such government agency against the goods. Seller shall undertake such arrangements as are necessary for the goods to be covered by any duty deferral or free trade zone program(s) of the country of import.

**23. Setoff/Recoupment**

In addition to any right of setoff or recoupment provided by law, all amounts due to Seller under this or any other transaction between Buyer and Seller shall be considered net of indebtedness of Seller and its affiliates/subsidiaries to Buyer and its affiliates/subsidiaries, and Buyer shall have the right to setoff such indebtedness against, or to recoup such indebtedness from, any amounts due to Seller and its affiliates/subsidiaries from Buyer and its affiliates/subsidiaries.

**24. No advertising**

Seller shall not, without first obtaining the written consent of Buyer, in any manner disclose to any third party, advertise, or publish the fact that Seller has contracted to furnish Buyer the goods or services covered by this order, or use any trademarks, service marks, or trade names of Buyer in Seller's advertising or promotional materials.

**25. Confidentiality**

Seller will ensure that the goods, services, and all related information covered by this order, including, but not limited to, design and manufacturing information, which Seller receives from Buyer ("*Confidential Information*") will be kept in strict confidence. Seller will exercise all reasonable precautions to prevent unauthorized disclosure of Confidential Information to any third party. Seller will not use the Confidential Information for any purpose other than for executing its obligations under this order. This provision will survive cancellation, termination, or expiration of this order.

**26. Compliance with laws**

Seller, and any goods or services supplied by Seller, shall comply with all applicable laws, rules, regulations, orders, conventions, ordinances, or standards that relate to the manufacture, labeling, transportation, importation, exportation, licensing, approval, or certification of the goods or services, including, but not limited to, those relating to environmental matters, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health/safety, and motor vehicle safety. At Buyer's request, Seller shall certify in writing its compliance with the foregoing. Seller will indemnify, defend and hold Buyer harmless from and against any and all liability, claims, demands, actions, losses, suits, damages, judgments, attorney fees, costs, charges, expenses, and consequences of any liabilities, of any nature asserted by any person or entity, against Buyer in connection with, or arising out of, Seller's noncompliance.

**27. No Implied waiver**

The failure of either party at any time to require performance by the other party of any provision of this order shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver of either party of a breach of any provision of this order constitute a waiver of any succeeding breach of the same or any other provision.

**28. Non-Assignment**

Seller may not assign or delegate its obligations under this order without Buyer's prior written consent.

**29. Relationship of Parties**

Seller and Buyer are independent contracting parties and nothing in this order shall make either party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other.

**30. Governing law; Jurisdiction**

This order is to be construed according to the laws of the Commonwealth of Pennsylvania, without regard to any conflict of law principles thereof, or otherwise that would require application of another choice of law. Seller agrees that any claim or controversy arising out of or relating to this order, or otherwise between Buyer and Seller shall be subject to the exclusive jurisdiction and venue of the state courts in the Commonwealth of Pennsylvania and the federal courts within Pennsylvania. Seller consents to jurisdiction and service of process in accordance with applicable procedures established in such courts. The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this order. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, BUYER AND SELLER HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT TO TRIAL BY JURY THAT BUYER OR SELLER MAY HAVE IN ANY ACTION OR PROCEEDING, IN LAW OR IN EQUITY, IN CONNECTION WITH THIS ASSIGNMENT. BUYER AND SELLER EACH REPRESENT AND WARRANT THAT NEITHER PARTY HAS.

**31. Severability**

If any term of this order is deemed or declared invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall 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 order shall remain in full force and effect.

**32. Entire Agreement**

This order, together with the attachments, exhibits, supplements or other terms of Buyer specifically referenced in this order, constitutes the entire agreement between Seller and Buyer with respect to the matters contained in this order and supersedes all prior oral or written representations and agreements. This order may only be modified by a purchase order amendment/alteration issued by Buyer.

**33. Code of Conduct for suppliers**

The supplier undertakes to comply with the principles and requirements set out in our Code of Conduct. The Code of Conduct is an integral part of the Terms and Conditions of Purchase and can be viewed at <https://www.hennecke.com/en/company/code-of-conduct>. In the event of violations of these principles, our company reserves the right to take appropriate measures.