General Terms and Conditions of Sale and Supply

1. General

1.1 These general terms and conditions of sales and supply (**"T&C"**) shall apply to and be incorporated into all sale and supply agreements concluded with HUBER+SUHNER Inc. and HUBER+SUHNER Astrolab Inc. (**"HUBER+SUHNER"**), as well as to all offers, quotations, deliveries provided by HUBER+SUHNER. These T&C shall not apply to development and engineering services as well as other services provided by HUBER+SUHNER and deliveries of product samples.

1.2 The applicability of the general terms and conditions of the buyer (**"Buyer"**) is hereby expressly rejected.

1.3 No amendment to these T&C may be agreed other than in writing and signed by authorized representatives of the parties. Such amendment shall be only applicable to the specific sale and supply agreement and shall not apply to any other agreements, unless expressly accepted and confirmed by HUBER+SUHNER in writing.

1.4 Should a provision of the sale and supply agreement or of these T&C be judicially determined to be null, invalid or unenforceable, that fact shall not affect the validity of the other provisions. The invalid provision shall be replaced by a valid provision having a legal and economic effect, which will be as similar as possible to the invalid provision.

1.5 These T&C shall replace any previous general terms and conditions of sales and supply between Buyer and HUBER+SUHNER.

2. Order procedure

2.1 Offers and quotations by HUBER+SUHNER shall be valid for the period specified in the offer/quotation, as applicable, or failing that, for a maximum period of thirty (30) days from the date of submission to the Buyer.

2.2 Prices, price lists, information and specifications contained in HUBER+SUHNER brochures, catalogues, data sheets or homepage are given for information purposes only, shall not be binding on HUBER+SUHNER, which may modify such information, as it may deem necessary.

2.3 Orders by Buyers ('Order') shall be made in writing or electronically. Orders only become binding on HUBER+SUHNER after being confirmed by HUBER+SUHNER in writing or electronically ('Order Confirmation'). Order Confirmation may be validly issued on ERP forms without signature.

2.4 Individual specifications or special conditions in an Order Confirmation shall apply in addition to these T&C and prevail in case of contradiction.

2.5 Orders acknowledged by HUBER+SUHNER are not cancelable. Any modification of an Order requested by the Buyer requires a new Order Confirmation by HUBER+SUHNER. Otherwise, the initial Order Confirmation remains applicable. Requests for modifications may result in an alteration of

quoted prices and the delivery deadlines, as well as in a compensation for already manufactured/assembled products and sourced materials.

3. Description of products

3.1 The products and ancillary services to be supplied by HUBER+SUHNER are exhaustively specified in the Order Confirmation and in appendices thereto.

3.2 With regard to deliveries concerning cables, HUBER+SUHNER reserves the right to over- or undersupply up to 10% for low frequency (LF) cables and 5% for fiber optics (FO) and radio frequency (RF) cables of the volume stated in the Order Confirmation. If a specific (minimum) order quantity is required, a special comment is to be made when the Order is placed and a surcharge is due.

4. Intellectual property rights

4.1 Drawings, technical documents, models, masters, samples, drafts, designs etc., as well as all registered and unregistered intellectual property rights, in connection with the HUBER+SUHNER products remain the sole property of HUBER+SUHNER and HUBER+SUHNER affiliates. The Buyer is not permitted to use for purposes other than those for which they were handed over, reproduce or pass on to third parties any drawings, samples, drafts, designs etc. without HUBER+SUHNER' prior written consent.

4.2 If HUBER+SUHNER manufactures products according to drawings, technical documents, models or masters provided to HUBER+SUHNER by the Buyer, HUBER+SUHNER does not accept any responsibility for the infringement of intellectual property rights of third parties and claims resulting therefrom. The Buyer shall fully indemnify HUBER+SUHNER for any third party claims.

5. Prices

5.1 Unless otherwise stated in the Order Confirmation, all prices shall be FCA (according to the Incoterms in force at the moment of the Order Confirmation), in the currency stated in the Order Confirmation without any deductions whatsoever. If packing is required, the costs will be passed on to the Buyer.

5.2 All prices are quoted as net prices and do not include goods and services tax, value added tax or similar taxes. Accordingly, in addition to the price specified herein, the amount of any present or future tax applicable to the sale and supply of goods shall be paid additionally by the Buyer.

5.3 All offered, quoted and confirmed prices are based on the exchange rate calculated on the day of the offer/quotation. HUBER+SUHNER reserves the right to increase the final prices in case of changes in market conditions or the exchange rate between the date of submission of the offer or quotation or Order Confirmation. The adjustment shall be notified to the Buyer in writing.

5.4 In the event of raw materials dependent products (e.g. copper, silver, etc) the definitive prices shall be determined as of the day prior to the Order Confirmation based on the quoted raw material stock exchange rate (e.g. LME rate).

5.5 In addition, an appropriate price adjustment shall apply if:

- the delivery time has been subsequently extended due to any reason stated in paragraph 6.4 or
- the nature or the scope of the agreed products to be supplied has changed.

6. Delivery

6.1 Unless expressly otherwise agreed, delivery shall be made FCA (according to the Incoterms in force at the moment of the Order Confirmation), from the place indicated in the Order Confirmation.

6.2 Delivery dates should be regarded as approximate only. Delivery after the stated delivery date shall not be treated as a breach by HUBER+SUHNER and shall not entitle the Buyer to any remedy nor relieve the Buyer from the obligation to accept the delivery.

6.3 The delivery period shall commence on the latest of the following dates:

- the date on which the sale and supply agreement is entered into (date of the Order Confirmation)
- the date on which HUBER+SUHNER has at its disposal all the documents, information, permits, exemptions, approvals, allocations, etc. required for the supply of the products
- the date on which HUBER+SUHNER receives an advance payment or security deposit to which is entitled under the sale and supply agreement.

6.4 HUBER+SUHNER may in particular, without being conclusive, extend delivery schedules without liability in the event of scarcity of sourced materials and sourced products.

6.5 HUBER+SUHNER is entitled to make partial deliveries when deemed commercially reasonable.

6.6 In the event the Buyer is in arrears with accepting delivery, HUBER+SUHNER reserves its right to charge storage costs. Paragraph 7.7 shall apply. In such event the risk shall pass to the Buyer at the moment that the products are deemed to have been delivered pursuant to the applicable Incoterms.

6.7 It is not permitted to return products supplied by HUBER+SUHNER without the prior written consent of HUBER+SUHNER and a valid RMA number provided by HUBER+SUHNER. The validity period for a RMA number is a maximum of thirty (30) days. Except as otherwise stated herein or agreed between the parties, any return shipments shall always be at the expense and risk of the Buyer. In the event of non-authorized return shipments or returns with an expired RMA number, HUBER+SUHNER is entitled to charge a handling fee.

7. Payment terms

7.1 Unless otherwise stated in the Order Confirmation or agreement, payments shall be made by the Buyer within thirty (30) days from the date of invoice. The Buyer shall pay all amounts due under the concluded sale and supply

agreement in full and the Buyer is not entitled to make any deduction for cash discount, expenses, taxes, levies, fees, duties, claims and the like.

7.2 The payment shall be made in the currency indicated on the invoice, i.e. in the currency stated in the Order Confirmation, via bank transfer into the account indicated by HUBER+SUHNER. Any indication of change of account received by email must o be verified (double check) with HUBER+SUHNER account receivables department by Buyer. Payment executed on unverified bank accounts shall not release the Buyer from its payment obligations.

7.3 If the Buyer believes that he or she has a rightful claim against HUBER+SUHNER regarding the performance of the sale and supply agreement, this circumstance shall not release the Buyer from the obligation to make payment for delivered products.

7.4 The Buyer may be obliged to make advance payment or security deposit if its credit line has been reached. HUBER+SUHNER has the right to suspend performance of its obligation until the Buyer has fulfilled the contractual obligation to make the advance payment or security deposit.

7.5 The dates of payment shall also be observed if transport or delivery of the products is delayed or prevented due to force majeure, or if minor, unimportant parts are missing, or if post-delivery work is to be carried out without the products being prevented from use.

7.6 If payments are not received by the end of the payment term, the Buyer is automatically in default without further notice and shall be liable for default interests. The annual interest rate charged will correspond to the “Prima Rate” published in the Wall Street Journal at the time such payment was due, plus two percent (2%) or the maximum allowed by applicable law. Payment of the interest does not release the Buyer from the obligation to make payments on the agreed dates or from the obligation to pay damages, which might exceed the interest rate mentioned.

7.7 If the Buyer is in arrears with payments or with accepting delivery from HUBER+SUHNER, HUBER+SUHNER shall have the right, but not the obligation, to withhold further deliveries, including deliveries not related to the concerned delivery, until full payment of the outstanding amounts, including default interest. If the Buyer is in arrears, HUBER+SUHNER shall in addition have the right, but not the obligation, to shorten the payment terms or to require pre-payment, in each case, unilaterally by written notification to the Buyer, with immediate effect for future deliveries and for an unlimited time period. In addition HUBER+SUHNER shall have a right to collect administrative fees for collection of debts according to the applicable laws.

7.8 The Buyer is not permitted to offset its outstanding receivables against those of HUBER+SUHNER.

8. Breach, right of retention and cancellation

8.1 In the event of Buyer’s non-performance or delay in performance or if there is serious doubt as to whether the Buyer will be able to comply with its contractual obligations to HUBER+SUHNER, or in the event of the Buyer’s insolvency, suspension of payments, complete or partial stoppage of work, liquidation or the transfer or encumbrance of its business, including the transfer or pledging of an important part of its accounts receivable, or if any items of property belonging to the Buyer are seized by way of provisional seizure or in execution

judgement, HUBER+SUHNER shall have the right, without notice of default or judicial intervention, either to suspend execution of the sale and supply agreements or partially or wholly dissolve such agreements without HUBER+SUHNER being liable to any compensation or guarantee, and without prejudice to any of its other right. HUBER+SUHNER is also entitled to delay the performance of its obligations until the Buyer has provided sufficient security or pre-payment in an amount determined by HUBER+SUHNER, without bearing any liability for it.

9. Security agreement

Buyer hereby grants HUBER+SUHNER a continuing purchase money interest in all products sold to Buyer as security for the due and punctual performance by Buyer of its obligations hereunder. Buyer agrees to execute such documents to evidence and perfect such security interest as HUBER+SUHNER may require. Buyer authorizes HUBER+SUHNER to file all financing statements, continuation statements and other documents necessary or desirable to establish, perfect, maintain, preserve and enforce HUBER+SUHNER's security interest in the products sold.

10. Inspection, defects

10.1 The Buyer shall inspect the products delivered, including partial deliveries, as soon as possible, but no later than two working days after delivery and shall immediately, but no later than twenty-four (24) hours after inspection, notify HUBER+SUHNER in writing or by e-mail of any deficiencies or defects. If the defect or the deficiency could not be observed during the inspection, the Buyer shall notify HUBER+SUHNER in writing or by e-mail of such deficiencies or defects immediately, but no later than within twenty-four (24) hours after discovering it.

10.2 The above mentioned notification shall include a full description of the alleged defects and deficiencies and information about tits discovery.

10.3 Any claim made by the Buyer with regard to delivered products shall also be extinguished if:

- the Buyer has failed to notify the defect or deficiencies of the products to HUBER+SUHNER in proper time mentioned in point 10.1 above,
- the defects or deficiencies were caused by normal wear and tear or other reasons described in paragraph 11.7,
- the defects or deficiencies were caused by improper handling, use, storage or handling of the products by the Buyer or other entities,
- the subject of the agreement is delivery of used products,
- the Buyer has prevented HUBER+SUHNER from investigating the products for defaults and deficiencies,
- the products have been processed or mixed and it is impossible to identify them as products originating from HUBER+SUHNER.

10.4 HUBER+SUHNER reserves the right to inspect the alleged default or deficiencies in the products after receiving a notification from the Buyer. The place and time of inspection shall be agreed with the Buyer.

10.5 Any return must be authorized by HUBER+SUHNER in advance and have a valid RMA number provided. The validity period for RMA number is maximum

30 days. Unauthorized returns or returns with an expired RMA number will be rejected and a handling fee will be applied at HUBER+SUHNER discretion.

10.6 Deficiencies or defaults of any kind in the products shall not entitle the Buyer to any rights or claims other than those expressly stipulated in these T&C. In particular, deficiencies or defaults of products delivered in partial deliveries shall not entitle the Buyer to refuse the entire delivery. Potential complaints do not have any effect on the payment obligation of the Buyer.

11. Warranty

11.1 The warranty period for all HUBER+SUHNER products is one (1) year and commences upon delivery of the products ("Warranty Period"). In case of partial deliveries, the period mentioned above shall be enforced individually.

11.2 For replaced or repaired products or parts of products, the warranty period ends with the expiry of the original warranty period unless there are mandatory provisions of applicable law, which regulate this issue differently.

11.3 HUBER+SUHNER shall provide subsequent performance for defective products by, at its sole discretion, either eliminating the defect (rectification of defect) or delivering products free of defects (subsequent delivery).

11.4 The warranty expires prematurely with immediate effect if the Buyer or a third party performs inappropriate modifications or repairs or if the Buyer, in case of a defect, does not immediately take all appropriate steps to mitigate the damage and does not inform HUBER+SUHNER immediately about the occurrence of the defect.

11.5 During the Warranty Period, HUBER+SUHNER warrants that the products will be free of defects in materials and workmanship and will substantially conform to HUBER+SUHNER specifications referenced in the Order Confirmation.

11.6 Express warranties are only those, which have been expressly specified as such in the Order Confirmation. For new transceivers an optional non assignable 'limited lifetime warranty' may be agreed by the parties in form of an expressed warranty. Such lifetime warranty period amounts to a maximum of five (5) years. Any other statements made with respect to the lifetime of HUBER+SUHNER products are purely indicative and never constitute a warranty. HUBER+SUHNER does not give any warranties regarding the lifetime of the HUBER+SUHNER products, except transceivers.

11.7 The warranty does not cover (i) any condition(s) which cannot be proven to have its origin in defective material or workmanship, (ii) any condition which results from normal wear and tear, electric overload, environmental pollution electromagnetic disturbances (provided, however, that with respect to products specifically designed to protect against lightning electromagnetic pulses, the warranty will cover conditions which result from lightning electromagnetic pulses, but will not cover conditions which result from lightning electromagnetic pulses which exceed HUBER+SUHNER design parameters for such products or other electromagnetic disturbances), from improper or insufficient installation by Buyer, maintenance or incorrect operation in strict conformity with instructions provided by HUBER+SUHNER, improper operating conditions, use of improper materials, influence of chemical and electrolytic action, interference with other products, system and services, failure to store the products appropriately, excessive stress, repairs and modifications made without HUBER+SUHNER's written consent, repairs and modifications carried out

improperly by the Buyer, non-use of original spare parts as well as (iii) cosmetic defects which do not affect the functionality of the products or (iv) any other cause beyond HUBER+SUHNER reasonable control. THE WARRANTIES SET FORTH IN THE PARAGRAPH 11.5 AND 11.6 (IF EXPRESSLY SPESIFIED AS SUCH IN THE ORDER CONFIRMATION) ABOVE ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. NO COURSE OF DEALING AND NO PRODUCTION DESCRIPTION SHALL BE DEEMED A WARRANTY OF ANY PRODUCTS DELIVERABLE BY HUBER+SUHNER:

11.8 For supplies, parts, products and services of sub-suppliers prescribed by the Buyer, HUBER+SUHNER assumes liability only to the extent of such sub-suppliers' liability obligations towards HUBER+SUHNER.

11.9 With respect to any defaults or deficiencies of the HUBER+SUHNER products, defective material, bad design or poor workmanship as well as to any failure to fulfil express warranties, the Buyer shall not be entitled to any rights or claims other than those expressively stipulated in paragraph 11.3. Expressly excluded is, in particular, without being conclusive, any damages for reimbursement of investigation and rip & replacement costs, price reduction or cancellation or termination of the concerned sale and supply agreement.

11.10 The warranty rights and remedies cannot be assigned to any third party without the prior written approval of HUBER+SUHNER.

12. Software

12.1 All software, including firmware, supplied by HUBER+SUHNER together with the products, remains in the ownership of HUBER+SUHNER. The Buyer is granted a non-exclusive, right to use the software, including any related documentation and updates, for use of the products supplied with the software. The Buyer is not authorized decompile or reverse engineer the software. The transfer is only permitted together with the product.

12.2 No program, documentation or subsequent upgrade thereof may be disclosed to any third party, without the prior written consent by HUBER+SUHNER, nor may be copied or otherwise duplicated, even for the Buyer's internal needs apart from a single back-up copy for safety reasons.

12.3 The content and scope of a license regarding software supplied by a third party is dependent on the license conditions of the third party supplier.

12.4 All other rights, especially copyrights and related rights of use and powers remain without restriction with HUBER+SUHNER and/or with the third party supplier, respectively.

12.5 The warranty period for software is six (6) months starting with the delivery of the products. HUBER+SUHNER warrants that the software substantially conforms to the specifications in the Order Confirmation. Except for the foregoing, the software is provided "as is". In no event, HUBER+SUHNER warrants that the software is free of errors, vulnerabilities and that its use is uninterrupted. For software supplied under license from third parties, the warranty terms are those, which HUBER+SUHNER is authorized to provide to its Buyers. Except for the provisions of this paragraph 12.5, paragraph 11 shall be applicable to all deficiencies and warranty claims relating to software.

Regular bug fixing and provisions of upgrades are not included in the warranty obligations of HUBER+SUHNER and need to be agreed separately.

13. Force majeure

13.1 The parties shall be entitled to suspend performance of their contractual obligations without any liability to the extent that such performance is impeded by any of the following circumstances (force majeure events): war, armed conflict, civil war, act of terrorism, sabotage, act of authority, act of God, explosion and fire, strikes, imposition of sanctions and of export control limitations.

13.2 Delivery Dates of Orders placed after an event of Force Majeure has ceased, if future development still remain uncertain (e.g. in case of pandemic), are not binding and shall be adjusted if the supply chain of HUBER+SUHNER is affected by said situation. HUBER+SUHNER shall not be in default upon expiry of the delivery date and no consequences of default shall arise. HUBER+SUHNER will not become liable for any agreed delays, payments, damages or compensations of any reason whatsoever. The parties shall agree on a later delivery date, taking account of the specific situation.

13.3 The party claiming to be affected by a force majeure event shall notify the other party in text form without delay on the intervention and on the cessation of a force majeure event.

13.4 Should a force majeure event continue for more than six (6) months, either party shall have the right to terminate the agreement without liability and with immediate effect.

14. Limitation of liability and Indemnification

14.1 The liability of HUBER+SUHNER under the sale and supply agreements shall be limited to the fulfilment of the contractual obligations. The liability of HUBER+SUHNER shall be limited in every case to compensation for direct damages. Any other liability, including, but not limited to indirect and consequential damages, loss of profit, loss of revenues, loss of data, loss of use, is hereby expressly excluded to the extent permissible by law. In no event HUBER+SUHNER liability shall exceed the value set forth in the Order Confirmation.

14.2 The Buyer shall have no rights or claims irrespective on what ground they are based (including, but not limited to, damages, reduction of price, termination or withdrawal from the Contract), except for those mentioned explicitly in these T&C, except for damages caused intentionally or grossly negligently by HUBER+SUHNER.

14.3 Any potential liability, to the extent legally permissible, is limited in any event to the order value of those HUBER+SUHNER products or services, from which the liability arises.

14.4 Buyer assumes all responsibility and liability for injury or damages resulting from its handling, possession, use or sale of products supplied hereunder, including, but not limited to any injury or damage resulting from the use of the products by Buyer's operations or in combination of other substances or products, and agrees to hold harmless, defend and indemnify HUBER+SUHNER, its officers, directors its employees and agents from and against all claims, losses, liabilities and expenses (including attorney's fees and other litigation or settlement costs)

arising out of such handling, possession, use or sale. The foregoing duty of Buyer to hold harmless, defend and indemnify HUBER+SUHNER shall not apply to the extent such claim, loss, liability or expense results from the willful misconduct or gross negligence of HUBER+SUHNER.

15. Return of packaging material and recycling

15.1 As a rule, packing is not returnable. It is at the discretion of HUBER+SUHNER whether to take back packaging, without any additional payment for the Buyer and under the condition that the freight has to be fully paid by the Buyer.

15.2 HUBER+SUHNER is not obliged to recycle products delivered by HUBER+SUHNER, unless such obligation arises from the provisions of law.

15.3 The Buyer shall not be entitled to any rights regarding the return of packaging material or the recycling of products delivered by HUBER+SUHNER.

15.4 Reels / drums / coils may be taken back without any additional remuneration for the Buyer, provided, that they are in good working order and condition, and the freight has been fully paid by the Buyer.

16. Personal data

16.1 If it is necessary to collect personal data to perform any sale and supply agreement subject to these T&C, HUBER+SUHNER will collect personal applying the provisions of the applicable laws.

More information can be found in HUBER+SUHNER Data Protection Statement.

17. Confidentiality, Compliance, Trade Compliance

17.1 HUBER+SUHNER and the Buyer shall maintain the confidentiality of any business information which relates to other party and not disclose it to any third party. Business information shall be interpreted in the broadest sense and include any information which is disclosed by other party or which comes to other party's knowledge due to performing or in connection with the agreement. The parties may conclude additional non-disclosure agreement to specify the obligations to keep confidentiality.

17.2 The Buyer shall at all times comply with applicable laws, regulations and standards.

17.3 The Buyer shall acquaint himself with the ethic and compliance rules issued by HUBER+SUHNER in particular with being compliant with the Code of responsible business conduct and shall comply to these rules without any exceptions.

17.4 The Buyer agrees to comply with all applicable U.S. export control laws and regulations, specifically including, but not limited to, the requirements of the Arms Export Control Act, 22U.S.C. 2751-2794, including the International Traffic in Arms Regulation (ITAR), 22 C.F.R 120 et seq; and the Export Administration Act, 50 U.S.C. app. 2401-2420, including the Export Administration Regulations, 15 C.F.R. 730-744; including the requirement for obtaining any export license or agreement, if applicable. Without limiting the foregoing, Buyer agrees that it will not transfer any export controlled products, data, or services, to include transfer to foreign persons employed by or

associated with, or under contract to Buyer or Buyer lower-tier suppliers, without the authority of an export license, agreement, or applicable exemption or exception.

17.5 HUBER+SUHNER will notify Buyer if any product sold or data supplied under an Order is restricted by export control laws or regulations.

17.6 Buyer shall immediately notify HUBER+SUHNER if Buyer is, or becomes, listed in any Denied Parties list or if Buyer's export privileges are otherwise denied, suspended, or revoked in whole or in part by any U.S. Government entity or agency.

17.7 If Buyer is engaged in the business of either exporting or manufacturing (whether exporting or not) defense articles or furnishing defense services, Buyer represents that it is registered with the Office Defense Trade Controls, as required by ITAR, and it maintains an effective export/import compliance program in accordance with ITAR.

17.8 The Buyer shall not sell, export or re-export, directly or indirectly, any information, technical data and products supplied by HUBER+SUHNER under an Order to any individual or country for which an export license or other any governmental approval without first obtaining such license or approval or for which a sanction or an embargo has been imposed.

17.9 The Buyer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any Products supplied by HUBER+SUHNER under or in connection with an Order that fall under the scope of any sanction law and ordinance imposing measures in connection with the situation in Ukraine, in particular, without being conclusive, those laws, ordinances and measures issued by the competent authorities of the EU countries, of the UK and of Switzerland. The Buyer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain.

17.10 Upon request from HUBER+SUHNER, the Buyer agrees to provide periodic written certifications as to the continued accuracy of the statements and covenants contained in Clause 17.8 and 17.9. The Buyer shall provide all documentation which may be requested by law, regulation or reasonably be requested by HUBER+SUHNER regarding the export and or re-export of information, technical data products supplied by HUBER+SUHNER under an Order.

17.11 HUBER+SUHNER reserve the right to refuse to enter into or to perform any Order, and to cancel any Order if HUBER+SUHNER in its sole discretion determines that the entry into such order or the performance of the transaction to which such order relates would violate any export control and sanctions rules to which it is subject. HUBER+SUHNER shall be excused from performance, and not be liable for damages or costs of any kind, including but not limited to penalties and/or liquidated damages for late delivery, for failure to deliver resulting from an authority's denial, withdrawal or delay in granting such authorisations or licences.

17.12 A breach of the foregoing paragraphs shall constitute a substantial breach of the sale and supply contract effective between HUBER+SUHNER and the Buyer.

17.13 The Buyer shall be responsible for all losses, costs claims, cause of action, damages, liabilities and expenses, including attorney's fees, all expense of litigation and/or settlement, and court costs, arising from any act or omission of Buyer, its officers,

employees, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this paragraph 17.

18. Jurisdiction and applicable law

18.1 The parties agree that the state courts of North Carolina, or the United State District Court for the Western District of North Carolina shall constitute the sole exclusive judicial forum and venue, therefore, shall have sole and exclusive jurisdiction over the adjudication and resolution of any and all disputes or controversies arising out of or relating to this T&C and all sale and supply agreements that are subject to these T&C.

18.2 These T&C and all sale and supply agreements that are subject to these T&C shall be governed by the substantive law of the State of North Carolina, without regard to conflicts of law provisions.

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