



**Tyco Electronics Malaysia Sdn Bhd (“the Company”)  
Standard Terms and Conditions of Sale**

Except as otherwise agreed by the Company in writing, the following terms and conditions (“Agreement”) will apply to all orders received and all sales made by the Company.

1. **GENERAL:** The terms and conditions set forth herein as well as any terms and conditions printed on the face of the Company’s order acknowledgment constitute the sole and entire agreement between the Company and the customer (“the Customer”) of goods and/or services from the Company. Any term or condition in any printed form of the Customer, including but not limited to any order, confirmation or other document, which is in any way inconsistent with or in addition to the terms and conditions hereof is hereby expressly rejected, and the Company’s acceptance of any offer or order of the Customer is hereby expressly made in reliance on the Customer’s assent to all terms and conditions hereof. Electronic commerce transactions between the Customer and the Company will be solely governed by this Agreement, and any terms and conditions on the Customer’s internet site will be null and void and of no legal effect on the Company. All correspondence pertaining to this order, or to any of the terms and conditions covered by this order, will be in the English language. Goods are provided pursuant to the Company’s part numbers.
2. **TAXES:** Except as otherwise expressly stated herein, the prices do not include federal, state or local sales, use, goods and services, excise or other similar taxes applicable to goods or services involved in this transaction. All such taxes shall be paid by the Customer, unless the Customer provides the Company with evidence satisfactory to the Company of exemption from such taxes. When the Company is required by law or regulation to collect such taxes, the Company will add such taxes to the sale price of the goods or services.
3. **PRICES:** The sale price(s) for goods delivered hereunder (“Products”) are accepted as stated on the Company’s order acknowledgment and will include the cost of the Company’s usual factory tests and inspections. The prices set forth herein are not subject to trade or other discounts. All quotations of the Company expire thirty (30) calendar days from the date given. The price to the Customer for any Products shall be the applicable published price or valid quote in effect at the time of order. Except as otherwise expressly stated herein, any service calls or other service work performed by the Company shall be at the Customer’s expense in accordance with the Company’s standard rates for such services. the Customer acknowledges that the pricing of the Products and services and the other terms of this Agreement have been set based on the sections of this Agreement providing for an agreed allocation of the risk for any defective Products or services between the parties. The Customer further acknowledges that the pricing and terms would have been different if there had been a different allocation of the risk.
4. **DELIVERY, TITLE PASSAGE AND INSURANCE:**
  - (a) **Delivery.** Delivery or shipping dates are approximate only and merely

represent the Company's best estimate of the time required to make delivery or shipment. Time is not of the essence with respect to the transaction(s) covered by this Agreement, except with respect to the Customer's obligation to make all related payments. The Company's obligations hereunder will be dependent upon the Company's ability to obtain the necessary raw materials. The Company will not be liable for any loss or expense (incidental, indirect, economic, consequential or otherwise) incurred by the Customer as a result of any delay in delivery for any reason other than arbitrary refusal by the Company to perform. The Company reserves the right to make partial deliveries and ship approximately three

(3) calendar days in advance of shipping date. Lead time on orders and rescheduling are governed at the Company's discretion.

**(b) Title Passage for Sales.** Except as otherwise expressly stated herein, all deliveries hereunder will be EX-Works the Company's plant via a carrier selected by the Customer at its option, or otherwise by the Company, freight collect, to the Customer and will be packed in the Company's standard commercial shipping packages. In all such cases title and risk of loss or damage will pass to the Customer upon the Company's delivery of the Products to the carrier for shipment to the Customer and no loss or damage will relieve the Customer of any obligation hereunder, including payment for lost or damaged Products. Charges for shipping may not reflect net transportation costs paid by the Company. The Customer shall reimburse the Company for any and all costs of storage incurred by the Company after the date that the Company is prepared to make shipment.

**(c) Insurance.** The Customer will pay, or reimburse the Company for, all insurance on the Products. Any insurance proceeds collected by the Customer for the Company's account will be promptly remitted to the Company. Any insurance policies purchased, whether by the Customer or the Company, will be for the benefit of the Company, whether or not the Company is named as an insured in such policies, until title and risk of loss or damage to the Products pass to the Customer. Where possible, all insurance policies will provide that they are for the benefit of the Company and the Customer "as their interests may appear."

**5. THE CUSTOMER'S FINANCIAL CONDITION:** This Agreement and all shipments made hereunder shall at all times be subject to the approval by the Company of the Customer's financial condition. If the financial condition of the Customer at any time becomes unsatisfactory to the Company, in the Company's sole discretion, or if the Customer fails to make any payment when due, in addition to any other rights the Company may have, the Company may defer or decline to make any shipment or shipments hereunder or may condition any such shipment upon receipt of satisfactory security or cash payments in advance.

**6. PAYMENT TERMS:** Except as otherwise expressly stated herein, the Company shall invoice the Customer at the time of shipment of each installment on payment terms of cash in advance, except where open account credit is established and maintained to the Company's satisfaction, in which case payment terms shall be net thirty (30) calendar days from date of shipment. The Customer shall make all payments as provided herein without regard to whether the Customer has made or may make any inspection or use of any Products. No discounts or setoffs shall be made by the Customer against any invoices unless approved in advance by the Company. Any invoiced amount which is not paid when due shall bear interest at the rate of one and one-half percent (1-1/2%) per month or the highest rate then permitted by law, whichever is less, until paid in full. the Company reserves the right to exercise any of its lawful remedies if the Customer does not make payments when due. the Customer shall promptly reimburse the Company for

all costs and expenses, including reasonable attorneys' fees, incurred by the Company in collecting sums due it hereunder.

7. **SECURITY INTEREST:** The Customer hereby grants to the Company a security interest in all Products and all proceeds and products thereof until all amounts due or to become due hereunder have been paid. Any repossession and removal of Products shall be without prejudice to any of the Company's other remedies at law or in equity. the Customer agrees, at any time and without further consideration, to do or cause to be done, executed and delivered, all such further acts and instruments (including without limitation financing statements appropriate for filing) as the Company may reasonably request in order to perfect the Company's security interest.
8. **FORCE MAJEURE:** The Company shall not be liable for delay in performance or nonperformance of any of its obligations hereunder, in whole or in part, if such performance is rendered impracticable by the occurrence of any contingency or condition beyond the control of either the Company or the Company's suppliers, including without limitation war, sabotage, embargo, riot, terrorism, or other civil commotion, failure or delay in transportation, act of any government or any court or administrative agency thereof (whether or not such action proves to be invalid), labor dispute (whether or not involving the Company's employees), accident, fire, explosion, flood, earthquake or other casualty, shortage of labor, fuel, energy, raw materials or machinery or technical failure. If any such contingency or condition occurs, the Company may allocate production and deliveries in any reasonable manner and may include in such allocation any regular customers, whether or not then under contract, and the Company's own requirements. If, as a result of any such contingency, the Company's performance is delayed by more than six (6) months, the prices set forth herein shall be subject to appropriate adjustment by the Company.

#### 9. **LIMITED WARRANTY; SUITABILITY**

- (a) Except as otherwise stated herein or in an order acknowledgment delivered to the Customer, the Company warrants to the Customer that the Products (1) shall be free of defects in materials and workmanship for the periods set forth below (each a "Warranty Period") from date of shipment to the Customer; and (2) shall be free of liens and encumbrances when shipped to the Customer. If the Company agrees in writing to provide and does provide system design, drawings, technical advice, or any other services to the Customer in connection with Products, then the Company further warrants to the Customer during the applicable Warranty Period that such services shall be undertaken in accordance with the Company's reasonable technical judgment based on the Company's understanding of pertinent technical data as of the date of performance of such services. the Company's warranties will not apply to any Product with respect to which there has been (i) improper installation or testing, (ii) failure to provide a suitable operating environment, (iii) use of the Product for purposes other than that for which it was designed, (iv) failure to monitor or operate the Product in accordance with applicable the Company specifications and good industry practice, (v) unauthorized attachment or removal or alteration of any part of the Product, (vi) unusual mechanical, physical or electrical stress, (vii) modifications or repairs done by other than the Company, (viii) mishandling during shipment of the Product; or (ix) any other abuse, misuse, neglect or accident. In no circumstance shall the Company have any liability or obligation with respect to expenses, liabilities or losses associated with the installation or removal of any Product or the installation or removal of any components for inspection, testing or redesign occasioned by any defect or by repair or replacement of a Product. Application Equipment, spare parts and hand tools ordered or supplied hereunder may contain used parts and/or be reconditioned.

Products	Warranty Periods
Application equipment, including machinery, applicators, and all original parts thereof, except for expendable parts.	1 year
Hand tools and expendable parts (i.e., those parts designed by THE COMPANY as spare parts, spare tooling, recommended spares, perishable tooling, wearable tooling, and the like)	90 days
Undercarpet products (but this applies only to individual components or to Undercarpet Systems assembled exclusively with the Company components and in accordance with applicable the Company Instruction Sheets)	2 years
Replacement Parts	Applicable period for replaced parts
Raychem Circuit Protection Products	180 days
Cable Assemblies	1 year
CIID and Kilovac Products	1 year
Corcom Filters	1 year
Hartman Products	18 months
KISSLING-Products	2 years
ALR Photocontrols 6000	8 years
ALR Photocontrols AA, AT, PT, SPT, TL, SC, MC, NS, 1000, 2000, 2100, 3000, 3100, 6100, SST, D2, LM-1000	6 Years
ALR Photocontrols LC, BF, M	3 Years
ALR Photocontrols PL-S, OLC	2 Years
Photocontrol Accessories AM, AMR, DPO, US-30 Starter, Lumatester	2 Years
Photocontrols-Exit Sign Retrofit- LED T-Lamp	25 Years
Photocontrols- Time Controls, TC-100, TC-100R & PC-100R, FC	1 Year
Data and Devices External Antennas	1 Year
All other products and/or services	90 days

- (b) The Customer shall notify the Company in writing promptly (and in no case later than thirty (30) calendar days after discovery) of the failure of any Product to conform to the warranty set forth above, shall describe in commercially reasonable detail in such notice the symptoms associated with such failure, and shall provide to the Company the opportunity to inspect such Products as installed, if possible. The notice must be received by the Company during the Warranty Period for such Product. Unless otherwise directed in writing by the Company, within thirty (30) calendar days after submitting such notice, the Customer shall package the allegedly defective Product in its original shipping carton(s) or a functional equivalent and shall ship it to the Company.
- (c) Within a reasonable time after receipt of the allegedly defective Products and verification by the Company that the Products fail to meet the warranty set forth above, the Company shall correct such failure by, at the Company's option, either (i) modifying or repairing the Products or (ii) replacing the Products. Such modification, repair or replacement and the return shipment of the Products with minimum insurance to the Customer shall be at the Company's expense. The Customer shall bear the risk of loss or damage in transit, and may insure the Products. The Customer shall reimburse the Company for transportation costs incurred for Products returned but found by the Company not to be defective. Modification or repair of Products may, at the Company's option, take place either at the Company's facilities or at the Customer's premises. If the Company is unable to modify, repair or replace Products to conform to the warranty set forth above, then the Company shall, at the Company's option, either refund to the Customer or credit to the Customer's account the purchase price of the Products less

depreciation calculated on a straight-line basis over the Company's stated Warranty Period. THESE REMEDIES SHALL BE THE CUSTOMER'S EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY.

- (d) EXCEPT FOR THE EXPRESS WARRANTY SET FORTH ABOVE, THE COMPANY MAKES NO OTHER REPRESENTATIONS, OR WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE PRODUCTS, THEIR FITNESS FOR ANY PURPOSE, THEIR QUALITY, THEIR MERCHANTABILITY, THEIR NONINFRINGEMENT, OR OTHERWISE. NO EMPLOYEE OF THE COMPANY OR ANY OTHER PARTY IS AUTHORIZED TO MAKE ANY OTHER REPRESENTATIONS, WARRANTIES, OR CONDITIONS FOR THE PRODUCTS OTHER THAN THE WARRANTY SET FORTH HEREIN. THE COMPANY'S LIABILITY UNDER THE WARRANTY SHALL BE LIMITED TO A REFUND OF THE PURCHASE PRICE OF THE PRODUCT. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR THE COST OF PROCUREMENT OR INSTALLATION OF SUBSTITUTE GOODS BY THE CUSTOMER OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES.
- (e) The Customer assumes the risk and agrees to indemnify the Company against and hold the Company harmless from all liability relating to (i) assessing the suitability for the Customer's intended use of the Products and of any system design or drawing and (ii) determining the compliance of the Customer's use of the Products with applicable laws, regulations, codes and standards. The Customer retains and accepts full responsibility for all warranty and other claims relating to, or arising from, the Customer's products which include or incorporate Products or components manufactured or supplied by the Company. The Customer is solely responsible for any and all representations and warranties regarding the products made or authorized by the Customer. The Customer will indemnify the Company and hold the Company harmless from any liability, claims, loss, cost or expenses (including reasonable legal fees) attributable to the Customer's products or representations or warranties concerning same.

**10. LIMITATION OF LIABILITY AND INDEMNITY:**

Notwithstanding any other provision herein or in any other document or communication, (a) the Company's liability and obligations with respect to any claim(s) resulting or arising from or relating to this Agreement, whether in contract, strict liability, tort or otherwise, and even if the Customer's exclusive remedy fails of its essential purpose, shall in no event exceed in the aggregate the total purchase price received by the Company for the Products (or, in the case of obligations arising from or relating to particular Products or services rendered in connection herewith, the purchase price of such Products or amount received by the Company for such services, respectively), and (b) the Company shall in no event be liable to the Customer or any other person or entity, whether in contract, strict liability, tort or otherwise, for special, indirect or consequential damages of any kind whatsoever, or claims of any third parties. By accepting delivery of the Products ordered, the Customer agrees that it indemnifies and holds harmless the Company from and against all claims, loss, damage and liability, including without limitation for personal injury, property damage or commercial loss of whatever kind, directly or indirectly arising from or relating to the hazards inherent in the Customer's facilities or activities.

11. **MEDICAL APPLICATIONS:** In connection with any anticipated use of Products by the Customer in medical applications, unless otherwise confirmed in a written agreement executed by duly authorized representatives of Seller, the Customer acknowledges and agrees that:
- (a) The Company's Products are manufactured under normal industrial conditions, which may not satisfy the requirements applicable to products manufactured for certain medical applications. It is the sole responsibility of persons contemplating medical uses of the Company's Products to comply with all applicable laws, regulations, codes and standards, including but not limited to the U.S. Federal Food, Drug and Cosmetic Act and regulations of the Food and Drug Administration. The Company's Products have not been designed, manufactured, tested or qualified for use in certain medical applications (including life support systems) and the Company has not sought or received any rulings from the FDA or any other federal, state, or local government agency as to the safety, effectiveness or appropriateness of its Products for such applications. Persons intending to evaluate or to use the Company's Products for medical purposes must rely on their own medical and legal judgment without any representation on the Company's part.
  - (b) The Customer will indemnify, defend, and hold harmless the Company and its officers, directors, employees, agents, and contractors from and against any and all losses, claims, damages, liabilities, and expenses (including reasonable attorneys' fees) arising out of or based upon any bodily injury or property damage arising from the Customer's incorporation of Products as part of any product made by the Customer for medical applications, including without limitation cardiac pacemakers, defibrillators, electrodes, leads, and programmers, and components therefore. The Company shall give the Customer written notice of any such claim and shall cooperate in the defense of such claim at the Customer's expense.
12. **ACCEPTANCE; RETURNS:** The Customer shall inspect Products promptly upon their receipt. Unless the Customer notifies the Company in writing within thirty (30) calendar days after the receipt of Products or the rendering of services that the Products or services are nonconforming, describing the nonconformity in commercially reasonable detail, the Customer shall be deemed to have accepted the Products or services. Acceptance as aforesaid shall constitute acknowledgment of full performance by the Company of all its obligations hereunder. No Products delivered and accepted under this Agreement are subject to returns except upon (a) written approval of the Company and (b) payment of a fair and equitable restocking charge as determined by the Company's restocking charge policy at the time of return.
13. **PATENTS:** The Company agrees to settle or defend any suit or proceeding brought against the Customer insofar as such suit or proceeding is based on a claim that any Product constitutes direct infringement of any issued United States patent. The Company shall pay all damages and costs finally awarded therein against the Customer, provided the Company is informed by the Customer in writing within ten (10) calendar days after receipt by the Customer and furnished a copy of each communication, notice or other action relating to the alleged infringement and is given all authority (including the right to exclusive control of the defense of any suit or proceeding), information and assistance necessary to settle or defend such suit or proceeding. In the event such Product or any part thereof is, in such suit, held to constitute infringement and the use of such Product or part thereof is enjoined, the Company shall, by its own election and at its own expense, either (a) procure for the Customer the right to continue using such Product, or modify it so that it becomes non-infringing, or (b) remove such Product, or part thereof, and grant the Customer a credit thereon and accept its return. The Company shall not

be obligated to settle or defend any suit or proceeding, or be liable for any costs or damages, if the Customer is in breach of any term herein or the alleged infringement arises out of compliance with the Customer's specifications or any addition to or modification of the Product after delivery thereof or from use of the Product or any part thereof in conjunction with other goods or in the practice of a process. The Company's obligations hereunder shall not apply to any alleged infringement occurring after the Customer has received notice of such alleged infringement unless the Company thereafter gives the Customer express written consent for such continuing alleged infringement. The Company shall not be bound in any manner by any settlement hereunder made without its prior express written consent, **NOR SHALL THE COMPANY BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF PATENT INFRINGEMENT.** The

Company's liability hereunder shall not exceed the purchase price paid by the Customer for the allegedly infringing Product. If infringement is alleged prior to completion of delivery of a Product, the Company may decline to make further shipments without being in breach of this Agreement. **THE FOREGOING STATES THE SOLE AND EXCLUSIVE LIABILITY OF THE COMPANY FOR PATENT INFRINGEMENT AND IS IN LIEU OF ANY AND ALL REPRESENTATIONS, WARRANTIES, OR CONDITIONS EXPRESS OR IMPLIED, IN REGARD THERETO.** The Customer agrees,

at its expense, to settle or defend and to pay costs and damages finally awarded in any suit or proceeding against the Company based on an allegation that any Product furnished hereunder according to designs or specifications furnished by the Customer infringes any patent, provided the Customer is promptly notified in writing of such suit or proceeding and is given all authority (including the right to exclusive control of the defense of any suit or proceeding), information and assistance necessary to defend or settle any such suit or proceeding.

14. **PROPERTY FURNISHED BY THE CUSTOMER:** If the Customer furnishes any components, tools, dies, jigs or other property, equipment, material, or facilities to the Company in connection with the performance of this Agreement, the Customer shall bear all risk of loss or damage with respect to such property, equipment, material, or facilities and shall indemnify and hold the Company harmless from and against all loss, cost, expense or liability arising in connection with its use of any such property, equipment, material, or facilities. The Company shall not be responsible for any delay in performance or nonperformance hereunder or the failure of any Product to conform to applicable specifications resulting, in whole or in part, from the Company's use of property, equipment, material, or facilities furnished by the Customer.

15. **PROPRIETARY INFORMATION:** As used herein, the term "Proprietary Information" includes any information, material or apparatus, of a confidential or proprietary nature obtained from the Company and any information obtained from the Company which is not readily available to the Company's competitors and which, if known by a competitor of the Company, might lessen any competitive advantage of the Company or give such competitor a competitive advantage. The Company retains ownership of all Proprietary Information, whether written, oral, electronic, visual, graphic, photographic, observational or otherwise, and all documentation which contains Proprietary Information. The Customer shall not disclose, duplicate or reproduce any Proprietary Information, in whole or in part, nor shall the Customer use any Proprietary Information other than in the course of performing its obligations hereunder. The Customer shall take all reasonable steps to prevent the disclosure, duplication or reproduction of any Proprietary Information. The Customer shall limit access to the Proprietary Information to those employees of the

Customer with a valid need to know. Notwithstanding the foregoing, the Customer shall not be required to refrain from disclosing or using any Proprietary Information which has become known to the Customer if the original source of such Proprietary Information was not the Company or any person or party affiliated with the Company or having a relationship of confidentiality with or an obligation of confidentiality to the Company. Upon request of the Company or termination of this Agreement, the Customer shall immediately return any Proprietary Information provided, including all copies made by the Customer.

16. **CANCELLATION:** Neither this Agreement nor any release hereunder is subject to cancellation by the Customer except upon (a) written request of the Customer and (b) written approval of the Company. Because the Company's expenses related to cancelling firm orders are dependent upon (i) the Company's inventory carrying costs, (ii) the likelihood of the Company quickly selling the subject Products to other customers, (iii) the Company's other related out-of-pocket costs, and (iv) administrative costs, the Company may charge the Customer a cancellation fee.

**CANCELLATION OF STANDARD PRODUCT:** If the Company determines the Product being cancelled to be Standard Product, the the Company may charge a cancellation charge according to the (a) quantity being canceled, (b) time frame between the Customer's request to the Company to cancel and the order's scheduled ship date, and (c) monetary amount of order being cancelled. The calculation of the exact cancellation charge will be at the Company's discretion. Any orders that constitute twenty-five percent (25%) of the previous six (6) month usage of a particular Product will be deemed "custom" and will follow the cancellation condition of Custom Product, set forth below.

**CANCELLATION OF CUSTOM PRODUCT:** If the Company determines the Product being cancelled to be Custom Product, as defined above, the Company may deny the Customer's cancellation request. If the Company permits the cancellation of Custom Product, the Customer agrees to pay the Company for all of the Company's out-of-pocket costs associated with the cancellation of the order including, but not limited to: (i) raw materials, (ii) work in process, (iii) inventory carrying costs, (iv) scrapping and disposal fees, and (v) a reasonable and equitable profit for the Company, which shall not be less than twenty percent (20%) of such costs. In no case will the cancellation charge be less than the Company's actual costs (including overhead and other indirect costs). The amount of cancellation charge to be charged to the Customer shall be determined at the sole discretion of the Company and may equal 100% of the amount of the order at the time of the Company's receipt of the Customer's request for cancellation. The Customer is entitled to receive a written notice from the Company setting forth how the cancellation charge was calculated. Upon payment of the cancellation charge, the Customer shall be entitled to receive all raw materials and work in process, and the Company agrees to ship such goods to the Customer at the Customer's expense.

The Company reserves the right, by written notice of default, to cancel any order, without liability to the Customer, in the event of the happening of any of the following: insolvency of the Customer, the filing of a voluntary petition in bankruptcy by the Customer, the filing of an involuntary petition to have the Customer declared bankrupt, the appointment of a receiver or trustee for the Customer, the execution by the Customer of an assignment for the benefit of creditors, the discontinuance of business by the Customer, or the sale by the Customer of the bulk of its assets other than in the usual course of business.

17. **RESCHEDULES:** The Customer may only reschedule an order with the

Company's written consent. A reschedule should not extend further than an additional thirty (30) calendar days from original ship date requested. Reschedules may be subject to a ten percent (10%) penalty based on total amount of the order or portion of the order rescheduled.

18. **RESALE OF PRODUCTS:** the Customer agrees that it shall not resell any Products purchased from the Company unless the Customer is an authorized distributor of the Company's Products. The Company shall not be obligated to provide any warranty service or other technical support for any Products not purchased directly from the Company or an authorized distributor of the Company.
19. **SPECIAL PACKAGING:** Application equipment, applicators, hand tools and any associated replacement parts are excluded from general customer specifications for packaging and labeling. Other customer requests for special packaging will be considered on a case-by-case basis.
20. **NO LICENSE:** Neither this Agreement nor purchase of any Products hereunder shall be construed to confer upon the Customer or its customers any license under any patent or other proprietary rights of the Company, except the right to use such goods for the purposes for which they are sold. Tooling, set-up, fitting-up, drawings, design information, non-recurring engineering, and partial preparation charges when invoiced cover only part of the cost thereof to the Company. The Customer does not acquire any right, title or interest in any tooling, set-up, fitting-up, drawings, design information, or invention or other intellectual property resulting therefrom, which remain the sole property of the Company.
21. **NON-WAIVER OF DEFAULT:** No failure by the Company to insist on strict performance of any term or condition hereof shall constitute a waiver of such term or condition or any breach thereof, nor shall such failure in any way affect the Company's legal remedies with respect to any default by the Customer hereunder.
22. **APPLICABLE LAW:** This Agreement and the sale of goods and services hereunder shall be governed by and construed in accordance with the laws of the Malaysia in which the Company is located, excluding laws directing the application of the laws of another jurisdiction, and the Customer hereby agrees to such exclusive jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods will not, for any purpose, govern or apply to the sale of goods and services or any transactions, performance or disputes hereunder.
23. **ASSIGNMENT:** The Customer may not transfer or assign this Agreement or any interest herein, by operation of law or otherwise, without the prior express written consent of the Company. Any attempted transfer or assignment without such consent shall be void. The Company may assign its rights and delegate its duties hereunder.
24. **ENTIRE AGREEMENT; MODIFICATION:** This Agreement supersedes all prior written and oral agreements and understandings between the Company and the Customer with respect to the Products and services specified herein. No representation or statement not contained herein shall be binding upon the Company as a representation, warranty or condition or otherwise. No addition to or waiver, modification or cancellation of any provision hereof shall be binding upon the Company unless in writing and signed by a duly authorized representative of the Company.
25. **NOTICES:** Any notice required or permitted hereunder shall be in writing and shall be deemed to have been given in the case of (i) personal service:

at the time of service, (ii) registered mail: at the latest seven (7) days after the date of mailing, (iii) e-mail: on the date a receipt-acknowledged e-mail is sent; and (iv) fax: on the date of the fax on confirmation in the log of the fax machine that the fax was sent to the number in issue in its entirety, to the respective parties at the addresses set forth in the order or the order acknowledgement or to such other person or address as the parties may designate in writing.

26. **EXPORT CONTROL:** The Customer acknowledges that Products, software, and technical information provided under this Agreement are subject to U.S. and other export laws and regulations. The Customer agrees not to export, re-export, transfer, or transmit the Products, software, or technical information except in compliance with all such laws and regulations. This sale is subject to any applicable governmental approvals and, at the Company's request, the Customer agrees to sign written assurances and other export-related documents as may be required for the Company to comply with export laws and regulations. The Company and Customer agree to fully comply with all applicable import, export, antiboycott, and sanctions laws and regulations, including but not limited to those of the United States, the European Union, and other relevant countries' laws ("Trade Laws"). Customer warrants that it, its parent(s), subsidiary(ies), or affiliate(s), is NOT designated on any government's sanctions or restricted parties lists and shall immediately notify the Company if it, its parent(s), subsidiary(ies) or affiliate(s) is added to any government's sanctions or restricted parties lists. Customer will not directly or indirectly sell, export, reexport, release, purchase or otherwise transfer the Company Products for or to any prohibited or restricted end-use, end-user, end-destination (including Belarus, Cuba, Iran, North Korea, Russia, and Syria) or in violation of applicable Trade Laws. Customer shall immediately inform the Company if it becomes aware of a violation of applicable Trade Laws or within two weeks of the Company's request for information on compliance with Trade Laws in relation to the Company's Products contemplated in this Agreement. the Company reserves the right to cancel an order(s) or terminate this Agreement if the Company, at its sole discretion, has reason to believe that the transaction(s) related to this Agreement would violate, or have violated, applicable Trade Laws or if Trade Laws implemented after the date of this Agreement would prohibit or significantly limit execution of this Agreement.

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