PRODUCT SALES TERMS FOR
Schweitzer Engineering Laboratories UK, Limited

1. TERMS OF CONTRACT.

1.1 These Terms shall govern all sales of Products and Services to Buyer by SEL, unless other terms are specified in SEL's quotation or sales order confirmation or unless otherwise agreed by SEL in writing. All sales are expressly limited to these Terms and are conditional on Buyer's assent to these Terms. Buyer's assent to these Terms shall be deemed given upon the occurrence of any of the following: (a) Buyer's failure to object to these Terms in writing within three (3) days from the date of its receipt of them, (b) Buyer's issuance of a purchase order, or (c) Buyer's acceptance of delivery of Products or Services. SEL expressly objects to any additional or different terms proposed by Buyer, unless expressly agreed to in writing by SEL.

1.2 No contract will be deemed to be formed until SEL sends a sales order confirmation to Buyer.

1.3 SEL may modify these Terms at any time without prior notice provided that no such modification shall apply to any order for Products or Services that has been accepted by SEL prior to the modification(s). The latest version of these Terms is posted on SEL's website at http://www.selinc.com/termsandconditions/, and Buyer should review these Terms prior to purchasing any Products or Services.

1.4 All orders are subject to SEL's ability to obtain, on appropriate terms and within a reasonable amount of time, all export or import licenses or permits required by applicable law or regulation necessary to fulfill Buyer's order.

1.5 SEL shall have the right to cancel an order at any time for failure of Buyer to agree to these Terms or for a breach by Buyer of these Terms. If SEL cancels an order due to Buyer's breach of these Terms, then Buyer shall pay SEL a Cancellation Charge, and SEL may seek additional Damages related to Buyer's breach of these Terms.

2. DEFINITIONS. For the purposes of these Terms:

2.1 "Buyer" means the person or entity identified on the SEL sales order confirmation.

2.2 "Buyer Party" means Buyer, its directors, officers, employees, agents, and representatives.

2.3 "Cancellation Charge" means a sum equal to twenty-five percent (25%) of the order price.

2.4 "Claims" means all direct and third-party claims, demands, and causes of action.

2.5 "Damages" means all damages, losses, judgments, liabilities, costs, and expenses, including reasonable attorney fees of in-house counsel and/or outside counsel.

2.6 "Indemnitees" means SEL and each of their directors, officers, employees, representatives, and agents.

2.7 "Panel" means a custom Product that is designed and/or built by SEL that utilizes a structure to house both SEL and/or third-party products and materials.

2.8 "Products" means the products manufactured by SEL, including Panels, specified on the SEL sales order confirmation, including, without limitation, accessories.

2.9 "Purchase Date" means the date of the original invoice issued by SEL to Buyer for Buyer's purchase of Products or Services.

2.10 "Services" means SEL training, consulting, technical support, and any other services specified on the SEL sales order confirmation, except for projects governed by a proposal from SEL Engineering Services .

2.11 "SEL" means Schweitzer Engineering Laboratories UK, Limited (SEL UK) and its affiliates and subsidiaries.

2.12 "Terms" means these "Product Sales Terms for Schweitzer Engineering Laboratories UK, Limited" and the following, which are incorporated herein by reference: (a) the SEL Software License Agreement, (b) the SEL sales order confirmation, and (c) Storage of SEL Equipment terms.

2.13 "Third-Party Claims" means claims, demands, and causes of action brought against Buyer by a third party.

2.14 "Training" means those courses, topics, and presentations set forth in a Training Quote.

2.15 "Training Quote" means a quote provided by SEL and signed by Buyer that describes the Training and may include the length of the Training, the maximum number of attendees, and the price of the Training.

3. PRICES, TAXES, AND PAYMENT TERMS.

3.1 Prices set forth in quotations and proposals from SEL are valid for sixty (60) days unless otherwise specified by SEL in writing. For all other sales, the prices shall be the prices in effect on the date of the SEL sales order confirmation. SEL may modify quoted pricing if Buyer fails to provide required information missing from a purchase order within thirty (30) days of a request for such information by SEL. SEL may modify pricing for prepaid orders if Buyer does not complete payment to SEL within thirty (30) days of SEL receiving Buyer's purchase order. Product prices do not include any freight, packing, or insurance charges or any customs, sales,

use, value-added, property, or similar taxes, tariffs, or duties, unless otherwise specified by SEL in writing.

3.2 If Buyer claims a tax or other exemption or direct payment permit, Buyer shall provide a valid exemption certificate or permit with the purchase order; otherwise, Buyer shall be responsible for paying or seeking reimbursement for the taxes invoiced. All quoted prices do not include any sales, use, value-added, or similar taxes, which shall be added, if applicable, at the statutory rate(s) at the time of invoicing.

3.3 For Services performed on a time and expense basis, charges shall include time and expenses incurred in the previous calendar month. For Services performed on a fixed-price basis, charges shall include the price of major deliverables substantially completed in the previous calendar month.

3.4 Payment terms for Products and Services are net thirty (30) days from date of invoice if credit is approved by SEL. Invoices shall be deemed accurate unless Buyer advises SEL in writing of an error within ten (10) days of receipt of the invoice. If Buyer advises SEL of an error: (a) any amounts corrected by SEL shall be paid within fourteen (14) days of correction or within thirty (30) days of the original payment due date, whichever is later; and (b) all other amounts shall be paid by Buyer by the original payment due date. All payments shall be made in the currency specified on the SEL sales order confirmation. Any payment made by Buyer may be applied to amounts due before being applied to current orders, at SEL's sole discretion.

3.5 Buyer must meet the current SEL credit requirements to purchase on credit. If, in the judgment of SEL, the financial condition of Buyer at any time prior to delivery does not justify the payment and/or credit terms offered by SEL, then SEL may require payment in advance or suspend or cancel an outstanding order.

3.6 SEL may suspend performance or cancel an outstanding order if Buyer fails to make a payment when due and until such payment is made and may impose a late charge equal to the lesser of 1.5 % per month or the highest applicable rate allowed by law on all amounts not paid when due. SEL shall not be liable for any liquidated or other damages if SEL suspends performance or cancels an order due to Buyer's late payment or credit issues. If SEL cancels an order because of Buyer's credit issues or late payments (related to these Terms or any other contract between SEL and Buyer), then Buyer shall pay SEL a Cancellation Charge.

3.7 Partial shipments will be invoiced and are payable as they occur in accordance with these Terms. Delays in delivery or non-conformities in any installments shall not relieve Buyer of its obligation to timely pay remaining installments.

3.8 Buyer's failure to pay amounts due is a material breach of these Terms, and any acceptance by SEL of late payments shall not be deemed a waiver of such breach. To the extent allowed by law, SEL shall be entitled to recover all costs incurred in collecting amounts due from Buyer, including, without limitation, legal fees, disbursements, and other costs.

3.9 If Buyer requires SEL to use a specific system or tool to process regular business transactions (e.g., invoices, shipment notifications, purchase orders), then SEL may charge Buyer for all transaction, setup, and subscription fees required to use such system or tool.

4. DELIVERY, PASSAGE OF TITLE AND RISK OF LOSS, ACCEPTANCE, AND STORAGE.

4.1 Delivery dates are approximate, based upon prompt receipt of all necessary information from Buyer, and constitute neither a contractual obligation nor a representation to Buyer. If drawing approval is required, Buyer must return drawings on schedule to maintain the estimated shipping dates. SEL shall pack and ship Products according to its standard procedure, and shipments shall be sent to Buyer using the SEL standard freight forwarder or carrier. Buyer shall pay for all increased costs due to special packing, shipment (including freight forwarders or carriers), and insurance requirements of Buyer, as well as any detention or demurrage charges. SEL reserves the right to make partial shipments of Products and/or to ship Products early, unless otherwise stipulated in Buyer's purchase order.

4.2 Except as otherwise provided in Section 4.4 and unless otherwise stated in the SEL sales order confirmation, Free Carrier (FCA) Incoterms® 2020 shall apply, and title and risk of loss or damage shall pass to Buyer at the SEL factory upon delivery to the freight forwarder or carrier.

4.3 Buyer must unpack and examine Products immediately and, if damage is discovered, notify SEL within three (3) business days of delivery. In any event, Buyer shall be deemed to have accepted the Products no later than fifteen (15) days after shipment.

4.4 When Products are ready for shipment but Buyer requests SEL delay shipment, SEL, in its sole discretion, may agree to delay shipment and store the Products for Buyer. In such case, SEL shall invoice and Buyer shall pay

for the Products in accordance with the payment terms set forth in Section 3 of these Terms. Additionally, SEL shall invoice and Buyer shall pay for storage at the rate of Five Hundred Dollars ($500) USD per month per stored Product in accordance with the payment terms set forth in Section 3 of these Terms. Storage costs shall not be pro-rated. If Buyer fails to timely pay for the Products or storage, then SEL may ship the Products to Buyer, and Buyer shall take immediate delivery or arrange for alternate storage of the Products at Buyer's expense. Title and risk of loss of the Products shall pass to Buyer upon SEL's agreement to store Products for Buyer. Buyer shall indemnify and hold Indemnitees harmless for all Claims and Damages related to the Products while in storage. SEL shall not be responsible or liable, directly or indirectly, for loss or damage to the stored Products no matter the cause, including fire, explosion, theft, wind, or water damage, unless and only to the extent such loss or damage is directly caused by SEL's negligence.

5. RETURNS,CANCELLATIONS, AND DELAYS BY BUYER.

5.1 If SEL provides prior written approval, then Buyer, at Buyer's expense, may return standard (non-customized) Products up to one (1) year after the Purchase Date, provided that the standard Products are new; in their original packaging; were stored properly, as described in Section 7.1; and have never been installed. Buyer shall pay a restocking fee of twenty-five percent (25%) of the price of returned standard Products if the standard Products are returned within six (6) months of the Purchase Date, and fifty percent (50%) if the standard Products are returned between six (6) months and one (1) year of the Purchase Date. Standard Products may not be returned after more than one (1) year of the Purchase Date. Custom Products and cables may not be returned.

5.2 An order, except for Panels, may be cancelled by Buyer upon written notice and payment of a Cancellation Charge. Buyer may not cancel an order for a Panel once SEL has ordered materials for such Panel.

5.3 An order delayed at Buyer's request shall be subject to the prices and Terms in effect at the time of release of such delay. An order delayed beyond a reasonable period (as determined in SEL's sole discretion) shall be treated as a cancellation by Buyer and subject to a Cancellation Charge.

6. INTELLECTUAL PROPERTY.

6.1 Buyer shall not challenge the validity of any SEL intellectual property, including, without limitation, any trademarks, service marks, trade dress, patents, copyrights, trade secrets, or licenses. Buyer acknowledges that SEL intellectual property is the sole property of SEL. By sale of Products or Services to Buyer, SEL does not transfer any SEL intellectual property rights, including, without limitation, rights to designs or other work product.

6.2 Buyer shall not use, remove, or alter any trademarks, service marks, or trade dress that identify SEL, nor use any trademarks, service marks, trade dress, or any other intellectual property that, in the sole discretion of SEL, is confusingly similar to those of SEL.

6.3 Any software (including firmware) included with Products is owned by SEL (or its licensors) and is licensed, not sold, to Buyer. Buyer may use such software only with Products and only as intended and permitted by SEL. All software shall be provided subject to the current SEL Software License Agreement.

7. PRODUCT WARRANTY AND SERVICES COMMITMENT.

7.1 SEL warrants to Buyer that Products are free from defects in material and workmanship for ten (10) years after shipment of Products. The sole and exclusive warranties for software are set forth in the SEL Software License Agreement. This warranty is conditioned upon proper storage as outlined here and use in operating environments as stated in each Product's Data Sheet Specification section. This warranty shall be void in its entirety if Buyer modifies the Products without prior written consent and subsequent approval of any such modifications by SEL or uses the Products for any applications that require product listing or qualification not specifically included in the SEL written quotation or proposal.

7.2 If a Product fails to conform to this warranty and Buyer promptly notifies SEL of such failure and returns the Product at Buyer's expense to SEL (unless another location is agreed upon by SEL) for diagnosis, then SEL shall correct such failure by, at SEL's sole discretion, either repairing the defective or damaged Product part(s) or making available any necessary replacement part(s) or Product(s). SEL will pay the freight to return the Product to Buyer (Carriage Paid To (CPT) Buyer's place of business). A Product repair or upgrade shall be covered by this warranty for the longer of one (1) year from date of repair or the remainder of the original warranty period.

If SEL is unable to repair or replace the Product, then SEL and Buyer shall negotiate an equitable resolution, such as a prorated refund or credit to Buyer's account.

7.3 TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS WARRANTY SHALL BE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS, OR IMPLIED (INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND WARRANTIES ARISING FROM COURSE OF PERFORMANCE OR DEALING OR USAGE OF TRADE), EXCEPT WARRANTY OF TITLE.

7.4 SEL shall, whenever possible, pass the original manufacturer warranty to Buyer for non-SEL products. SEL does not warrant non-SEL products, including non-SEL enclosure structures, and non-SEL products within Panels, nor products or prototypes provided by SEL for testing, marketing, or loan purposes.

7.5 SEL shall perform Services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

8. INSURANCE.

Buyer shall maintain commercially reasonable insurance (including waiver of subrogation) against liability and property damage, including, without limitation, all standard commercial, environmental, and, for any Products used in connection with a nuclear facility or nuclear activity, nuclear incident insurance. Buyer shall obtain advance consent from SEL prior to using any Products in connection with a nuclear facility or nuclear activity.

9. INDEMNIFICATION.

9.1 Buyer shall defend Indemnitees against Claims and indemnify and hold Indemnitees harmless for Damages to the extent that such Claims and Damages arise out of the acts or omissions of a Buyer Party, including, without limitation: (a) modification or integration of a Product by a Buyer Party; (b) a Buyer Party's specifications; (c) a Buyer Party's relay settings, which may or may not be based on relay setting examples or guides from SEL; (d) changes made by a Buyer Party related to design documents produced by SEL; (e) unauthorized use or reuse by a Buyer Party of the designs, drawings, plans, or specifications furnished by SEL; (f) a Buyer Party's failure to fully utilize the password protection available in a Product (including, without limitation, failure to use passwords or to change default passwords to unique passwords); (g) a breach of these Terms by a Buyer Party; (h) a Buyer Party's negligent, grossly negligent, reckless, or unlawful acts or omissions or willful misconduct; (i) a Buyer Party's claim that it is entitled to a tax or other exemption or direct payment permit; (j) a Buyer Party's transfer to a third party of a Product or right or interest therein to the extent that a Claim is in excess of SEL's obligations under these Terms; (k) a patent infringement Claim arising out of a custom Product, modification of a Product, integration of a Product not as intended by SEL, or integration of a Product with a non-SEL product; or (l) a Buyer Party's unauthorized use of a Product in connection with a nuclear facility or nuclear activity.

9.2 SEL shall defend Third-Party Claims and indemnify and hold Buyer harmless for Damages resulting from Third-Party Claims to the extent that such Third-Party Claims and Damages arise out of injury to or death of a person, or damage to property, where such injury, death, or damage is due to SEL's negligence. SEL shall not be liable or required to indemnify or hold Buyer harmless for Damages that are caused by or attributable to the acts or omissions of a Buyer Party or a third party. The indemnity provided by SEL herein shall be Buyer's exclusive remedy for Third-Party Claims and resulting Damages.

9.3 The parties' indemnity obligations shall not be limited by any limitation on the amount or type of damages, benefits, or compensation payable by or for a party under worker's compensation acts, disability benefits acts, or other employee benefit acts.

9.4 The parties' obligations under this Section 9 shall survive until the applicable statute of limitations for any Claim for which a party has a defense or indemnity obligation expires.

10. PATENT INDEMNIFICATION.

10.1 Subject to Section 10.3, SEL shall defend Third-Party Claims brought against Buyer based on a claim that a Product, as provided by SEL, infringes a United States patent. SEL shall pay the award or settlement recovered against Buyer in such action and shall reimburse Buyer for reasonable costs incurred by Buyer in the defense of such action, provided that Buyer gives SEL prompt notice of such action, reasonable assistance in the defense thereof, full opportunity to control all aspects thereof, including settlement, and does not take any position adverse

to SEL in connection with such action.

10.2 If a Product is held to constitute infringement and use of the Product is enjoined (or SEL foresees a substantial risk of such event), then SEL shall, at its sole discretion: (a) exchange the Product with a non-infringing Product, (b) acquire the right for Buyer to continue using the Product, (c) modify the Product so that it becomes non-infringing, or (d) issue Buyer a pro-rated refund for the Product based on a ten (10) year useful life. SEL has no obligation to indemnify for Damages that arise after SEL offers one of the foregoing remedies in good faith. These remedies are the sole and exclusive remedies available to Buyer for claims of infringement.

10.3 SEL has no obligation to defend against or indemnify for a patent infringement claim arising from a custom Product, modification of a Product, integration of a Product not as intended by SEL, or integration of a Product with a non-SEL product.

11. LIMITATION OF LIABILITY AND DAMAGE WAIVER.

11.1 **SEL's aggregate liability to Buyer Party, collectively, shall be limited to the amount of the purchase order for all Claims, including Third-Party Claims, and Damages arising out of such purchase order.**

11.2 **Notwithstanding anything in these Terms to the contrary, SEL shall not be liable for special, consequential, incidental, indirect, exemplary, liquidated, or punitive damages, including, without limitation, any loss of profit or revenues; loss of use of Products or associated equipment; damage to associated equipment; cost of capital; cost of substitute products, facilities, or services; replacement power; and downtime costs; or claims from Buyer's customers for such Damages, even if SEL has been advised of the possibility of such Damages.**

11.3 The above limitation of liability and damage waiver shall: (a) apply to all Claims, including Third-Party Claims, and Damages related to these Terms, whether such arise in contract, tort (including negligence), from an indemnification obligation of SEL, or otherwise; (b) survive the expiration or termination of these Terms; and (c) apply even if any limited remedy specified in these Terms is found to have failed of its essential purpose.

11.4 **No claim, regardless of form, arising from these Terms may be brought by Buyer more than one (1) year from the date such claim accrues, and in no event shall SEL's liability under these Terms extend beyond the applicable warranty period.**

11.5 If SEL or its subcontractors or suppliers provide Buyer with advice or other assistance concerning a Product or a system or equipment in which a Product may be installed, then the provision of such advice or assistance shall not subject SEL to liability. SEL shall not be liable for any Claims or Damages resulting from unauthorized access to Products. SEL recommends that Buyer read the manuals and instructions for use of Products. Additionally, Buyer shall not install or operate Products unless Buyer is competent to do so.

11.6 Any of SEL UK's liability derived from these Terms or from the contractual relationship existent because of said Terms will be SEL UK's liability solely, and in no event will it extend to its related companies.

12. EXPORT CONTROL AND TRANSFER TO END-USER OTHER THAN BUYER.

12.1 Buyer acknowledges that all Products, software, and technology (collectively "Items") provided by SEL are subject to U.S. export jurisdiction. Buyer shall comply with all import and export laws, rules, and regulations regarding the transfer of Items, including, but not limited to, the U.S. Export Administration Regulations 15 C.F.R. Parts 730-774, the U.S. Foreign Trade Regulations 15 C.F.R. Part 30, the U.S. International Traffic in Arms Regulations 22 C.F.R. Parts 120-130, and sanction program(s) administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury. Buyer shall obtain prior authorization from the U.S. Department of Commerce or other applicable government entities prior to the export, re-export, transfer, diversion, or disclosure of Items provided hereunder, or a direct product thereof, to any destination, end-use, or end-user that is restricted or prohibited by U.S. or other applicable laws. Buyer also agrees to comply with U.S. anti-boycott laws and regulations when exporting Items.

12.2 Buyer warrants that the parties to these Terms, the intended end use of the Item(s), and the shipping information provided by Buyer to SEL are true and accurate to the best of its knowledge.

12.3 Buyer shall obtain written authorization from SEL prior to reselling a Product. To obtain such authorization, Buyer shall provide SEL, initially and on an ongoing basis, with complete and accurate end-user data for each Product. Buyer shall provide the end-user of each Product with all Product notices, warnings, instructions, recommendations, bulletins, and similar materials provided directly or indirectly by SEL. An assignment or

transfer of a Product without prior written authorization from SEL shall void the SEL warranty.

13. CUSTOM SPECIFICATIONS; PRICE AND SCHEDULE ADJUSTMENTS

13.1 If Buyer desires to approve drawings for custom Products completed by SEL, then such approval must be received by SEL no later than ten (10) working days after submittal of drawings by SEL to Buyer or such other deadline agreed to by SEL in writing. Buyer's failure to comply with this requirement may result in additional costs and delays, which shall be Buyer's sole responsibility.

13.2 Where Buyer's specifications lack sufficient detail, SEL reserves the right to design Products in accordance with good commercial practice, as determined in the sole discretion of SEL. Changes in scope or modification of Services may result in the price and schedule being equitably adjusted according to SEL's resource availability. SEL shall not be obligated to proceed with any change or modification until both parties agree upon such change or modification and the adjusted price and schedule in writing.

13.3 SEL shall be entitled to equitable adjustments in price and schedule if changes in the law, regulations, government policies, or engineering standards impact SEL's obligations and/or ability or cost to perform under these Terms.

14. TRAINING.

14.1 If Buyer purchases Training from SEL under these Terms, whether through offerings by SEL University (SELU) or otherwise, then the terms set forth in this Section 14 shall govern the provision of such Training.

14.2 SEL shall provide the Training in accordance with the Training Quote.

14.3 Training presentations and materials shall not be deemed to be, nor are they intended to be, the provision of engineering advice.

14.4 Buyer may cancel a Training by providing SEL verbal or written notification of cancellation. If Buyer notifies SEL of the cancellation:

- 14.4.1 Thirty (30) or more days prior to the start of the Training, then SEL shall issue a full refund of the price of the Training.
- 14.4.2 Between fourteen (14) and twenty-nine (29) days prior to the start of the Training, then SEL shall refund fifty percent (50%) of the price of the Training.
- 14.4.3 Less than fourteen (14) days prior to the start of the Training, then no refund shall be issued.

14.5 SEL reserves the right to cancel a Training or make changes in Training content and/or to the Training date, instructors, or facilities. SEL shall not be responsible for any Damages arising directly or indirectly from Training cancellations or changes. In the event SEL cancels a Training, Buyer's recovery shall be limited to a refund of any previously paid registration fee. Any substantive change, as determined by SEL in its sole discretion, requested by Buyer after a Training is scheduled shall be treated as a cancellation and a request for a new Training Quote.

14.6 In the performance of a Training, a party to these Terms may receive documents, materials, data, and/or other confidential information of the other party. The receiving party may use such confidential information solely in the performance of the Training and any resulting business transaction between the parties. The receiving party shall use at least the same degree of care (and, in any event, not less than a reasonable degree of care) in protecting the disclosing party's confidential information as it exercises in protecting its own confidential information. These confidentiality obligations shall survive the expiration or termination of these Terms.

15. GOVERNING LAW, VENUE, AND DISPUTE RESOLUTION.

15.1 These Terms and all matters relating hereto shall be governed by and interpreted in accordance with the laws of England and Wales, excluding conflict of laws principles. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms or matters relating hereto.

15.2 Venue for an action brought pursuant to these Terms shall be in the courts of England and Wales.

15.3 If a dispute related to these Terms arises, then the parties shall attempt in good faith to settle such dispute by mutual discussion within thirty (30) days after the date that a party provides written notice of the dispute to the other party. If the parties fail to resolve the dispute through mutual discussions, then the parties shall enter into non-binding mediation to be held in London, England, UK unless the parties mutually agree to waive mediation; provided, however, non-binding mediation shall not be required for disputes regarding non-

payment or incomplete payment by Buyer. Each party shall pay the fees of its counsel, consultants, and experts, but the fees and expenses for the mediator shall be split equally between the parties. If the parties fail to resolve the dispute through non-binding mediation, or if both parties waive mediation, then either party may seek any remedy available under applicable law subject to these Terms. Additionally, if a dispute arises between the parties to these Terms regarding the enforcement or breach of any of its provisions, then the prevailing party shall be entitled to recover from the other party all costs and expenses incurred by the prevailing party, including reasonable attorney fees of in-house counsel and/or outside counsel.

16. MISCELLANEOUS.

16.1 When applicable, SEL shall provide Buyer with one (1) copy of instructions for each Product. Buyer shall not reproduce such instructions. Buyer may order additional copies from SEL. All instructions and related documentation shall be in English. Although SEL or its representatives may from time-to-time provide translations of such instructions and documentation as a courtesy, the English version shall govern, and SEL shall not be liable for any discrepancies. The English versions are available at www.selinc.com.

16.2 All information, suggestions, and ideas transmitted by Buyer to SEL in connection with performance under these Terms shall not be regarded as proprietary or confidential unless identified in writing by Buyer and acknowledged in writing by SEL.

16.3 The parties agree that SEL is an independent contractor with no employment relationship with Buyer. Nothing in these Terms shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties.

16.4 SEL reserves the right to modify or revoke a quote or order to comply with applicable laws or market conditions.

16.5 All rights and duties under these Terms shall be for the sole and exclusive benefit of Buyer and SEL and not for the benefit of any third party.

16.6 SEL UK may perform its obligations under these Terms personally or through one or more of its affiliates and/or subcontract portions of the work; provided, however, that SEL UK shall remain solely responsible for the performance of its obligations under these Terms.

16.7 SEL may assign or novate its rights and obligations under these Terms, in whole or in part, to any of its affiliates or subsidiaries or assign accounts receivable to any party without Buyer's consent. Buyer agrees to execute any documents necessary to complete SEL's assignment or novation.

16.8 Buyer shall not assign, novate, or transfer any rights or duties under these Terms without the prior written consent of SEL.

16.9 Buyer shall notify SEL immediately in writing upon any change in ownership of more than fifty percent (50%) of Buyer's voting rights or of any controlling interest in Buyer.

16.10 No waiver of any provision of these Terms shall be effective unless made in writing and signed by the waiving party. The failure of a party to require the performance of any term or obligation of these Terms, or the waiver by a party of any breach of these Terms, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

16.11 The invalidity, in whole or part, of any provision in these Terms shall not affect the remainder of such provision or any other provision and, where possible, shall be replaced by a valid provision that effects as close as possible the intent of the invalid provision.

16.12 Neither party shall be liable for failure to perform or for delay in performance of any obligation under these Terms (except payment of amounts already due and owing) where such failure or delay results from an event beyond its reasonable control.

16.13 Buyer shall protect and treat all personal data received from SEL in accordance with all applicable privacy and data protection regulations.

16.14 The parties shall comply with all applicable laws and regulations. Additionally, the parties oppose fraud, corruption, and human rights violations in all forms, including, but not limited to, public and private bribery, transnational bribery, money laundering, terrorism financing, servitude, and forced labor. Suspicions of illegal acts or misconduct should be reported, even anonymously, to Legal@selinc.com.

17. NOTICE. Any notice pursuant to these Terms shall be deemed given when: (a) sent by registered mail, certified mail (return receipt requested), or overnight delivery to the address listed on the SEL sales order confirmation or the

registered headquarters of the other party; or (b) emailed to SELContracts@selinc.com (receipt confirmed).

18. MERGER AND INTEGRATION. These Terms embody the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained in these Terms. All previous and contemporaneous communications, representations, or agreements, either verbal or written, between the parties, including any terms on Buyer's purchase order, are superseded by these Terms.