

ORBIS GmbH TERMS AND CONDITIONS OF SALE

1. **Acceptance.** These ORBIS Terms and Conditions of Sale (these “*Terms*”) are the only terms that govern the sale of goods (“*Goods*”) and services (“*Services*” and, together with Goods, “*Products*”) by ORBIS GmbH, including its subsidiaries (collectively “*ORBIS*”) to the purchaser (“*Purchaser*”) named on the applicable quote, order confirmation, invoice, or other document referencing these Terms (each a “*Transaction Document*” and, a Transaction Document together with these Terms, each this “*Agreement*”). Notwithstanding anything herein to the contrary, if a written contract signed by both parties covering the sale of the Products covered hereby is in existence, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms. A Transaction Document may be modified or withdrawn by ORBIS at any time prior to Purchaser’s receipt of ORBIS’ acceptance. Any price quotation referencing these Terms shall expire if not accepted within ten (10) days from the date of the quotation, unless otherwise stated in such quotation. No purchase order shall be binding upon ORBIS unless accepted, in writing, by ORBIS, and then shall be solely governed by these Terms. Clerical errors in ORBIS’ quotations, acknowledgements, shipping documents, and invoices are subject to correction, and such errors do not relieve Purchaser of Purchaser’s obligations contained in this Agreement.

2. **No Conflicting or Additional Terms.** This Agreement constitutes the entire agreement between ORBIS and Purchaser with respect to the subject matter hereof, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. All terms, conditions and specifications are set forth in these Terms or on the face or back of the applicable Transaction Document or on any attachments thereto. There are no warranties, agreements, or understandings, either express or implied, affecting it, except as set forth in these Terms or on the face or back of the applicable Transaction Document or on an attachment thereto. These Terms apply exclusively; terms of Purchaser which conflict with or differ from these Terms are not accepted, unless ORBIS gives its express written consent thereto. The Terms apply even if ORBIS executes the Agreement without reservation in the knowledge that the conditions of the Purchaser contradict or differ from the Terms. These Terms will also apply to all future transactions with the Purchaser even if no explicit reference is made to them. The terms of this Agreement expressly exclude and prevail over any of Purchaser’s general terms and conditions contained in any documentation issued by Purchaser, including without limitation any terms referenced or included in any purchase order issued by Purchaser. ORBIS expressly rejects any and all additional or contradictory terms specified in any purchase order, email, acknowledgment, confirmation, or other document supplied by Purchaser pertaining to the Products or this Agreement. No online or electronic terms or conditions will be binding upon ORBIS even though such terms may have been “accepted” by ORBIS in order to access or use any system.

3. **Pricing.** Unless specifically held open for a length of time on the applicable Transaction Document, ORBIS is allowed to change its prices at any time. Individual sales contracts already agreed by the parties remain unaffected, so that all Products will be invoiced to and paid by Purchaser at ORBIS’ prices in effect at the time the individual sale contract was agreed. Unless otherwise agreed, all shipments are made “EXW Incoterms (2010)” from the site from which ORBIS ships. All prices are exclusive of freight and transportation charges and value-added tax at the applicable statutory rate. Purchaser shall be responsible for any and all insurance, transport and packaging costs and any other taxes and levies. If ORBIS is required to pay any such tax, fee, or charge, Purchaser shall promptly reimburse ORBIS. Unless otherwise agreed, Purchaser agrees to reimburse ORBIS for all reasonable travel and out-of-pocket expenses incurred by ORBIS in connection with the performance of any Services.

4. **Payment.** Payments for Products shall be due and payable in accordance with the terms printed on the Transaction Document, without offset or deduction. If payment terms are not set forth on an applicable Transaction Document, payment shall be due in full within ten (10) days of receipt of invoice, without discount ("**Payment Term**"). The Purchaser automatically falls into default as soon as the Payment Term expires fruitlessly. Overdue payments are subject to maturity interest and default interest according to the applicable statutory law. Notwithstanding the foregoing, in the event that Purchaser fails to make any timely payment required under this Agreement, ORBIS may, in ORBIS' sole and absolute discretion and without limiting any other rights or remedies available to ORBIS, (a) suspend or defer the Services and further shipments of the Goods to Purchaser (including Products under open orders) until such failure is remedied and/or (b) change the payment terms to cash on delivery or cash in advance. If Purchaser is in default with payment, Purchaser shall pay all collection fees, including attorneys' fees, incurred by ORBIS in connection with attempting to collect on any and all outstanding amounts due and owed to ORBIS. Any further rights of ORBIS resulting from Purchaser's default in payment shall remain unaffected.

5. **Shipments.** The Goods will be shipped via common carrier, unless Purchaser directs a different mode of transportation. ORBIS shall not be liable for any delays, loss or damage in transit. Risk of loss or damage to the Goods will pass to Purchaser upon delivery by ORBIS to the common carrier. Purchaser is liable for any costs associated with packaging shipments to meet any applicable laws and regulations, and such costs will be charged to Purchaser at the time of invoice. ORBIS is not liable for costs, delays, or damages caused by any failure by Purchaser to notify ORBIS of any packaging or shipping requirements. Delivery dates are unbinding and approximate only, unless a fixed delivery date is expressly agreed to. A delivery date is deemed to have been met if the Goods have been provided for collection by the common carrier in due time. If ORBIS believes that a delivery date cannot be met, ORBIS will inform the Purchaser accordingly without undue delay, providing indication of the probable new delivery time. ORBIS, upon prior notice, reserves the right to readjust shipment schedules without liability, unless a fixed delivery date is expressly agreed to. If a fixed delivery date is agreed, ORBIS is not liable (a) to the extent that the delay is attributable to an Event of Force Majeure (as defined in [Section 21](#) of these Terms) or other occurrences which were unforeseeable when this Agreement was concluded and for which ORBIS is not responsible and/or (b) to the extent the delay is caused by ORBIS' suppliers if, at the time this Agreement with the Purchaser was concluded, ORBIS had concluded congruent contracts with its respective suppliers or enters into such congruent contracts without undue delay after concluding the sales contract with the Purchaser. If an event according to the previous sentence occurs, the delivery dates shall be extended automatically by the duration of the occurrence plus a reasonable start-up period. ORBIS reserves the right, without any liability or penalty, to make delivery in installments; each shipment will constitute a separate sale, and Purchaser shall pay for the units shipped whether such shipment is in whole or partial fulfillment of this Agreement, if delivery in installments can be reasonably accepted by the Purchaser. If a Goods shipment is delayed or suspended by Purchaser, Purchaser will pay the invoice price for the Products as per the normal payment terms based on the original delivery date, together with ORBIS' handling, storage charges, demurrage, and similar charges in effect, if any. Once an order has been placed by Purchaser and accepted by ORBIS, such order is not cancelable by Purchaser. ORBIS may from time to time consider, but accept or reject in ORBIS' sole discretion, an order cancellation request from Purchaser, but no such request shall be allowed with respect to any Goods delivered or in transit to Purchaser. ORBIS may cancel or modify any order or Transaction Document at any time in its sole discretion without liability; after acceptance of an order, however, only if this does not unreasonably and negatively affect the Seller. If for any reason Purchaser fails to accept delivery of any Goods on the date tendered for delivery by ORBIS, or if ORBIS is unable to deliver the Goods at the applicable delivery point on such date because Purchaser has not provided appropriate instructions, documents, licenses or authorizations: (a) risk of loss to the Goods shall immediately pass to Purchaser; (b) the Goods shall be deemed to have been delivered; and (c) ORBIS, at its option, may store

the Goods until Purchaser picks them up, whereupon Purchaser shall be liable for all related costs and expenses (including, without limitation, storage and insurance). Acceptance by Purchaser of the Goods waives any claim for loss or damage resulting from a delay, regardless of the cause of the delay. If ORBIS falls in default with a supply or if it becomes, for whatever reason, impossible for ORBIS to perform a supply, any liability for compensation is limited as stated in Section 18 below.

6. **Quantity.** If ORBIS delivers to Purchaser a quantity of Goods of up to 20% more or less than the quantity set forth in the applicable Transaction Document, Purchaser shall not be entitled to object to or reject the Goods or any portion of them by reason of the surplus or shortfall and shall pay for such Goods the price set forth in this Agreement, adjusted pro rata, if the surplus or shortfall can be reasonably accepted by the Purchaser.

7. **Retention of Title.** ORBIS reserves title according to the rules of this Section for all its receivables against the Purchaser under the respective sales contract and additionally for all other receivables against the Purchaser existing at the time the respective sales contract is concluded (collectively "**Secured Receivables**"). The Goods remain ORBIS' property until all Secured Receivables have been paid in full (for the purposes of this Section, "**Reserved Goods**"). The Purchaser is responsible for the Reserved Goods, keeps them for ORBIS free of charge, treats them with appropriate care, maintains and replaces them and insures them adequately. The Purchaser may not pledge Reserved Goods or transfer title in them as security or use them for sale and lease back transactions. If an application for commencement of insolvency proceedings is filed and/or if the Reserved Goods are seized by third parties (e.g. attempts to attach them) the Purchaser must make clear that ORBIS is the owner in the Reserved Goods without undue delay and notify ORBIS without undue delay so that ORBIS can assert its title related rights. Any legal fees ORBIS incurs in the protection of its title related rights in the Reserved Goods shall be borne by Purchaser, unless such costs must be refunded by the third party which attempted seizing the Reserved Goods. The Purchaser has the right to use and/or sell the Reserved Goods in the proper course of business. If the Purchaser sells the Reserved Goods, the Purchaser hereby assigns its claims against its customers from the resale of the Reserved Goods ("**Assigned Claims**"). ORBIS hereby accepts the assignment of the Assigned Claims. ORBIS hereby revocably authorizes the Purchaser to collect the Assigned Claims in its name and for its account on ORBIS' behalf. This has no effect on ORBIS' right to collect the Assigned Claims itself. However, ORBIS will not collect the Assigned Claims itself and will not revoke the Purchaser's authorization to collect the Assigned Claims as long as the Purchaser duly meets its payment obligations towards ORBIS, an application has not been filed for insolvency proceedings in respect of the Purchaser's assets and the financial situation of the Purchaser has not deteriorated significantly from the entering into this Agreement and the Purchaser's performance is thus not at risk. If any of the events described in the previous sentence occurs, ORBIS may revoke the authorization of the Purchaser to collect the Assigned Claims and demand that the Purchaser informs ORBIS of all Assigned Claims and the respective debtors as well as that the Purchaser informs the debtors of the Assigned Claims of the assignment and surrenders to ORBIS all documents and information needed and expedient for collection of the Assigned Claims. If the Purchaser so requests, ORBIS will release Reserved Goods and Assigned Claims to the extent that their estimated value exceeds the amount of the Secured Receivables by more than 50%. The choice of the items to be released (i.e. which Reserved Goods and which Assigned Claims) lies with ORBIS. If ORBIS withdraws from the sales contract because the Purchaser is in breach with it (in particular but not limited to default in payment) ORBIS is entitled to request surrender of all Reserved Goods. Such request for surrender shall constitute declaration of withdrawal, if such declaration of surrender has not already been declared; if ORBIS attaches Reserved Goods this shall also constitute a declaration of withdrawal from the sales contract. All transport costs which arise in connection with ORBIS taking back Reserved Goods shall be borne by the Purchaser. ORBIS is entitled to realize Reserved Goods taken back. Any proceeds from the realization will be set off against those amounts the Purchaser owes to ORBIS after ORBIS has deducted

a reasonable amount for the realization costs. If the Purchaser intends to move the Reserved Goods outside Germany, the Purchaser is required to take whatever measures are necessary under the laws of that location without undue delay at its own cost to ensure that ORBIS' reservation of title is safeguarded and to inform ORBIS without undue delay of such intention.

8. **Return of Goods.** Without prejudice to the warranty rules in Section 14 et seq. of these Terms, prior to any return of Goods to ORBIS, Purchaser must contact ORBIS and obtain written authorization from ORBIS to return such Goods ("***Return Authorization***"). ORBIS will not accept any returned Goods without a Return Authorization. Return Authorizations shall be granted in ORBIS' sole and absolute discretion. Purchaser shall return all Goods using the packaging and shipping guidelines as prescribed by ORBIS, freight prepaid by Purchaser. All Goods returned to ORBIS must be in their original, saleable condition in which they were delivered to Purchaser. ORBIS, in its sole discretion, shall determine whether the Goods returned are in their original, saleable condition. In the event that ORBIS determines that any returned Product is not in saleable condition, ORBIS will notify Purchaser, and Purchaser shall be responsible for the replacement costs incurred by ORBIS, and ORBIS shall invoice Purchaser the cost of any such replacement. ORBIS shall reimburse or otherwise credit Purchaser for the cost of Goods actually returned in accordance with this Section at the amount Purchaser was originally invoiced for such Products, less a restocking fee equal to the greater of twenty percent (20%) of the sales value of the returned Goods or twenty-five (€25) Euros per returned Good. Purchaser shall be responsible for the cost of all duties and insurance related to the return of the Products. Under no circumstances shall Goods made to special color and/or particular specifications of Purchaser be eligible for return.

9. **Performance of Services.** ORBIS shall use reasonable efforts to meet any performance dates to render the Services specified in this Agreement, and any such dates shall be estimates only. With respect to the Services, Purchaser shall (a) cooperate with ORBIS in all matters relating to the Services and provide such access to Purchaser's premises, and such office accommodation and other facilities as may reasonably be requested by ORBIS, for the purposes of performing the Services; (b) respond promptly to any ORBIS request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for ORBIS to perform Services in accordance with the requirements of this Agreement; (c) provide such materials or information as ORBIS may reasonably request to carry out the Services in a timely manner, and ensure that such materials or information are complete and accurate in all respects; and (d) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.

10. **Purchaser's Acts or Omissions.** If ORBIS' performance of its obligations under this Agreement is prevented or delayed by any act or omission of Purchaser or its agents, subcontractors, consultants or employees, ORBIS shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Purchaser, in each case, to the extent arising directly or indirectly from such prevention or delay.

11. **Compliance with Laws.** Purchaser shall comply with all applicable laws, regulations and ordinances. Purchaser shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.

12. **Intellectual Property.** All intellectual property rights in and to the Products and any other materials that are delivered to Purchaser in connection with this Agreement or prepared by or on behalf of ORBIS in connection with this Agreement shall be and remain the exclusive property of ORBIS. Purchaser shall assist ORBIS, to the extent reasonably requested by ORBIS, in the procurement of any protection or defense of ORBIS' intellectual property that relates to the Products. Except as otherwise expressly and specifically provided on the face of a Transaction Document hand-signed by an authorized

representative of ORBIS, no license, transfer or assignment of proprietary rights shall occur as a result of this Agreement. Purchaser warrants that any trademarks Purchaser requests ORBIS to affix to any Product is owned or authorized for such use by Purchaser.

13. **Confidentiality**. If Purchaser and ORBIS are parties to a confidentiality and/or non-disclosure agreement, the terms of such agreement are incorporated herein by this reference and will control the disclosure of any confidential or proprietary information. If Purchaser and ORBIS are not parties to such an agreement, without ORBIS' prior written consent Purchaser will not at any time disclose or allow to be accessed any confidential, non-public or proprietary information acquired by Purchaser through or in connection with this Agreement, and may only use such information for the purpose of performing under this Agreement. Such information includes, without limitation, ORBIS' specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, supply volumes, information about ORBIS' relations with its employees or its manner of operation, inventions, processes, and trade secrets, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential". Purchaser may not take with it upon termination of this Agreement any drawings, blueprints, specifications, documents, or other papers, or any tools or materials, whether or not containing confidential information, except with the prior written consent of ORBIS. Upon ORBIS' request, Purchaser shall promptly return all documents and other materials received from ORBIS or incorporating or based upon, in whole or in part, such materials. ORBIS shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Purchaser at the time of disclosure; or (c) rightfully obtained by Purchaser on a non-confidential basis from a third party.

14. **Inspection**. The Purchaser shall inspect the Products delivered without undue delay after delivery to Purchaser and notify any defects without undue delay according to the rules set out in statutory law. The notice shall be deemed to have been made without undue delay if it is sent within two working days after delivery or if the defect was not apparent during the inspection ("*Latent Defect*"), no later than within three (3) working days after the defect has been detected. However, if the Purchaser could have detected the Latent Defect during normal use of the Products earlier than actually detected, the notification period shall be deemed to commence at that earlier date. The inspection of the Products after delivery may not be limited to the outer appearance and the delivery documents, but must also comprise a reasonable random inspection of quality and function at least. If the Purchaser does not carry out a proper inspection and/or issue proper notice of defects, this will exclude any warranty obligation or other liability which ORBIS may have in respect of the defect concerned. If the Parties expressly agree on the performance of an acceptance, the concerning rules set out in statutory law apply in addition to the inspection.

15. **Limitation Period**. The limitation period for all claims (including non-contractual claims) for quality defects and defects in title shall be one (1) year from delivery, or, if agreed, from acceptance. This shall, however, not apply in the event of intentional or grossly negligent breach of duty, to losses resulting from injury to life, limb or health, in the event of malicious failure to disclose a defect and to claims under the German Product Liability Act; in each of these cases, the statutory limitation period alone shall apply. If the Products consist of a building or of an object which, in being used for its usual purpose, has been incorporated in a building and has caused the building to be defective, the statutory limitation period applies.

16. **Limited Warranty.** Unless otherwise agreed, the contractually owed quality of the Product shall be set out exclusively in the Product specifications of ORBIS. Any information outside the Product specifications shall be for information purposes only, unbinding and does not constitute a warranty, unless otherwise expressly agreed on in writing. ORBIS warrants that the Products are free of industrial property rights and copyright of third parties. If a Product does not comply with any of the above stipulations, it shall be considered defective. Any failures of Products that have been caused by misuse, abuse, alteration, modification or improper repair shall not constitute defects. To the extent any products manufactured by a third party ("**Third Party Product**") may be contained in, incorporated in, attached to or packaged together with any Products, such Third Party Products are not covered by the warranty in this Section and are provided "as-is". ORBIS is not responsible for the subcontractors or suppliers ORBIS instructs. For the avoidance of doubt, ORBIS makes no representations or warranties with respect to any Third Party Product, including any (a) warranty of merchantability; (b) warranty of fitness for a particular purpose; (c) warranty of title; or (d) warranty against infringement of intellectual property rights of a third party; whether express or implied by law, course of dealing, course of performance, usage of trade or otherwise. The warranty set out in this Section is the entire and exclusive warranty regarding the Products and is in lieu of all other express and implied warranties whatsoever, including but not limited to implied warranties of merchantability, fitness for a particular purpose, title, and against infringement of intellectual property rights of a third party.

17. **Warranty Rights.** In the event of defect Products, the Purchaser must return any rejected Products to ORBIS upon ORBIS' request at the Purchaser's cost without undue delay. If the rejection is justified (i.e. if the Products returned upon request are defective), ORBIS will refund the Purchaser the costs based on the most favorable means of dispatch; this shall not apply if the costs increase because the Products are at a location other than that of their designated use. Despite the above, the Purchaser must allow ORBIS in any case sufficient time and opportunity to examine complaints and other rejections and to remedy any defects; including making rejected Products available to ORBIS for examination purposes or where the Products are assembled or installed in a fixed manner, grant access to ORBIS at the respective site. If there is in fact a defect, ORBIS shall bear the necessary costs of examination and subsequent performance, in particular the costs of transport, travel expenses, work and materials. Examination and/or subsequent fulfilment, however, shall not include removal of defective Products of all goods which contain defective Products and re-installation of defect-free Products to such goods if ORBIS' original contractual obligation under the sales contract did not include installation; the preceding half-sentence does not affect any possibility of reimbursement of removal and re-installation costs by way of compensation. If a rejection by the Purchaser turns out to be unjustified, ORBIS can demand that the Purchaser refund all ORBIS costs incurred by the rejection. In the event of a defective Product, ORBIS has the right and the obligation to either render subsequent fulfilment by remedying the defect or supply a defect-free Product and shall notify the Purchaser within a reasonable period which mode of subsequent fulfilment ORBIS chooses. If ORBIS chooses replacement, the Purchaser must return the Product to ORBIS as provided for by statutory law. If subsequent fulfilment is impossible or has failed or if the Purchaser has set a reasonable deadline for subsequent fulfilment and such deadline has expired without success or if there is no statutory obligation to set a subsequent deadline, the Purchaser may decide either to withdraw from the sales contract or to reduce the purchase price. However, the Purchaser may not withdraw from the sales contract if the defect is immaterial. The Purchaser does not have any other right to terminate the sales contract, particularly not pursuant to § 651, § 649 German Civil Code. Any compensation claims of Purchaser are subject to Section 18.

18. **Limitation of Liability.** ORBIS bears unlimited liability (for whatever reason) for compensation for losses based on willful intent or gross negligence by ORBIS or by any of ORBIS' legal representatives or vicarious agents. In the event of a merely slightly or ordinarily negligence by ORBIS or one of ORBIS' legal representatives or vicarious agents ORBIS shall be liable only (but without limit) for

resultant losses arising from injury to life, limb or health and for losses arising from a breach of material contractual duties. Material contractual duties are those duties that are material to proper performance of the sales contract and on whose fulfilment the Purchaser generally relies or is entitled to rely. In this case, however, the amount of ORBIS' liability is limited to losses which are typical of this type of contract and which were foreseeable at the time the sales contract was concluded. The liability limitations do not apply where ORBIS has maliciously failed to disclose a defect or where ORBIS has assumed a guarantee in respect of the attributes of the Products or a procurement risk. This shall have no effect on any mandatory statutory liability, in particular under the German Product Liability Act. Where ORBIS' liability is excluded or limited under the above provisions, this also applies to the personal liability of our directors, officers, shareholders, employees, agents, successors and assigns.

19. **Indemnification.** Purchaser shall indemnify, defend and hold ORBIS and its directors, officers, shareholders, employees, agents, successors and assigns harmless from and against any and all damages, liabilities, losses, obligations, judgments, costs and expenses (including, without limitation, reasonable attorneys' fees) arising out of or in connection with the following indemnification events (a) Purchaser's breach of this Agreement; (b) Purchaser's failure to comply with any law or regulation; (c) Purchaser's negligent or more culpable acts or omissions; (d) Purchaser's use of the Products in any manner not specifically authorized by ORBIS in writing; or (e) claims, suits or proceedings brought against ORBIS alleging that the Products constitute a misappropriation or infringement of any patent, copyright, trademark, or trade secret, or any other proprietary rights of any third party and such claim, suit or proceeding is based upon, or would have been avoided but for: (i) ORBIS' compliance with any designs, drawings, samples, specifications or instructions regarding the Products provided by Purchaser; (ii) the modification of the Products following shipment by ORBIS; or (iii) the combination, operation or use of the Products with devices, products, parts, or software not supplied by the ORBIS; unless the Purchaser proves the indemnification event was not caused by its fault.

20. **Independent Contractor.** Purchaser and ORBIS are independent contractors, and neither party has nor will have any power, nor represent that it has any power, to bind the other party or to create any obligation or responsibility, express or implied, on behalf of the other party, or in the other party's name.

21. **Force Majeure.** If ORBIS' performance of any obligation under this Agreement is prevented, restricted or interfered with by any act of God, fire or other casualty, strikes or labor disputes, embargo, power or supplies, war or violence, acts of terrorism, or any law, order, proclamation, ordinance, demand or requirement of any governmental agency, or any other event beyond ORBIS' reasonable control, whether or not similar (each, an "*Event of Force Majeure*"), ORBIS shall give Purchaser written notice thereof, setting forth in such notice the date of the commencement of the Event of Force Majeure. The existence of an Event of Force Majeure shall justify the suspension of performance under this Agreement by ORBIS and will extend the time for such performance for a period equal to the period of delay; provided, however, that if such period of delay exceeds sixty (60) calendar days from the date of commencement of the Event of Force Majeure, then Purchaser may terminate the applicable order immediately upon written notice to ORBIS.

22. **Export Compliance.** Purchaser acknowledges and agrees that to the extent Purchaser is not the ultimate end-user of the Products purchased pursuant to this Agreement and intends to resell or further distribute the Products, Purchaser will be responsible for complying with all applicable laws, including all U.S. and other export control laws and regulations. Purchaser shall not use or otherwise export or re-export the Products except as authorized by United States law and the laws of the jurisdiction in which the Products were obtained by Purchaser. Without limiting the foregoing, Purchaser shall not use, transfer, export or re-export the Products to countries on which the United States or any other competent governmental entity maintains an embargo (collectively, "*Embargoed Countries*"), or to or by a national

or resident thereof, or any person or entity on the U.S. Department Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders or a comparable list by any other competent governmental entity (collectively, "***Designated Nationals***"), each of which may change from time to time. By purchasing the Products, Purchaser represents and warrants that Purchaser is not located in, under the control of, or a national or resident of, an Embargoed Country, and that Purchaser is not, and is not under the control of, a Designated National. In addition to any other indemnification obligations Purchaser may have to ORBIS, Purchaser shall indemnify, defend and hold ORBIS harmless from and against any and all claims, actions, liabilities, penalties, fines, and expenses of whatever kind (including without limitation attorneys' fees) arising out of or relating to any breach of the foregoing or any resale, export or distribution of the Products.

23. **Termination**. In addition to any remedies that may be provided under these Terms, ORBIS may terminate this Agreement with immediate effect upon written notice to Purchaser, if Purchaser: (a) is in default with payment; (b) has not otherwise performed or complied with any of the terms of this Agreement, in whole or in part after expiration of a reasonable period to Purchaser, if the setting of such period is required by statutory law; or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

24. **Miscellaneous; Applicable Law; Severability**. To the extent Purchaser accesses ORBIS' website, customer portal or similar online resources, Purchaser agrees to ORBIS' Terms of Use found therein. This Agreement will be binding upon, enforceable by, and inure to the benefit of the parties hereto, their respective successors, and permitted assigns. Purchaser shall not assign this Agreement nor any rights under this Agreement or delegate any obligations under this Agreement to any third party, without ORBIS' prior written consent. This Agreement will be governed by and construed in accordance with the laws of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sales of Goods (CISG) does not apply to this Agreement. In the event of a dispute involving this Agreement, any legal proceeding must be heard and determined exclusively at the courts with jurisdiction at ORBIS' registered place of business. ORBIS may also bring legal proceedings against the Purchaser at the latter's registered place of jurisdiction. No waiver by either party of any provision of this Agreement or any default by the other party, and no failure of either party to insist upon strict performance, will affect the right of that party thereafter to enforce such provision or to exercise any right or remedy in the event of any other default, whether or not similar. No remedy made available to either party by any of the provisions of this Agreement is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and in addition to every other remedy. This Agreement may not be modified or changed except by a writing signed by both parties. If any provision of this Agreement is found by a court of competent jurisdiction to be void or otherwise unenforceable in any jurisdiction, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms of this Agreement shall remain in full force and effect, and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement.