



General Terms and Conditions for the Sale of Goods and Service

1. Applicability

- (a) These terms and conditions of sale (these "Terms") are the only terms which govern the sale of the goods ("Goods") and services ("Services") by Blackbird Robotics, Inc., a Michigan corporation ("Seller"), to the buyer ("Buyer") identified in the quotation, confirmation of sale or invoice (the "Sales Confirmation") in which these Terms are incorporated. Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods and Services covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.
- (b) The Sales Confirmation and these Terms (collectively, this "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer's general terms and conditions of purchase regardless whether or when Buyer has submitted its purchase order or such terms. Any conflicting terms presented by Buyer in any context, including in response to a quotation, are non-binding and are expressly rejected by Buyer unless Buyer specifically and explicitly agrees to such terms in a confirmation of sale or invoice. This Agreement shall not be effective unless the Sales Confirmation and these Terms are accepted in their entirety by Buyer. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms.
- (c) Notwithstanding anything to the contrary contained in this Agreement, all offerings, related samples, documentation (e.g. illustrations, drawings and weight data), price lists and other commercial documentation from Seller are subject to change and non-binding and do not constitute declarations of product quality. Seller reserves the right to modify its offerings, without specific notification of Buyer, to reflect technological improvements. Seller retains the ownership and copyrights of its price quotes, drawings and other documentation, all of which must not be made accessible to third parties. Drawings and other offering-related documentation must, upon request, be promptly returned if the Agreement is not entered into.

2. Delivery of Goods and Performance of Services

- (a) In the event the Agreement is effective in accordance with Section 1, the Goods will be delivered within a reasonable time after the receipt of Buyer's purchase order, subject to availability of finished Goods. Seller shall not be liable for any delays, loss or damage in transit. If delivery of Goods is delayed at the Buyer's request, Seller may, upon indicated ability to deliver, bill the Seller for incurred warehousing costs at least 0.5% of the invoice amount for each four-week time period of such delay.

- (b) Unless otherwise agreed in writing by the parties, Seller shall deliver the Goods to a carrier of Seller's choice at Seller's location (the "Delivery Point") in accordance with Seller's standard methods for packaging and shipping such Goods. Buyer shall be deemed to have taken delivery of the Goods upon delivery of the Goods to the Delivery Point. If the Delivery Point is other than at Seller's location, Buyer shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the Goods at the Delivery Point.
- (c) Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's purchase order.
- (d) Seller shall use reasonable efforts to meet any performance dates to render the Services specified in the Sales Confirmation, and any such dates shall be estimates only.
- (e) With respect to the Services, Buyer shall (i) cooperate with Seller in all matters relating to the Services and provide such access to Buyer's premises, and such office accommodation and other facilities as may reasonably be requested by Seller, for the purposes of performing the Services; (ii) respond promptly to any Seller request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Seller to perform Services in accordance with the requirements of this Agreement; (iii) provide such customer materials or information as Seller may request to carry out the Services in a timely manner and ensure that such customer materials or information are complete and accurate in all material respects; and (iv) 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.

3. Non-delivery

- (a) The quantity of any installment of Goods as recorded by Seller on dispatch from Seller's place of business is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence proving the contrary. Seller shall not be liable for any non-delivery of Goods (even if caused by Seller's negligence) unless Buyer gives written notice to Seller of the non-delivery within 15 days of the date when the Goods would in the ordinary course of events have been received.
- (b) Any liability of Seller for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or adjusting the invoice respecting such Goods to reflect the actual quantity delivered.

Buyer acknowledges and agrees that the remedies set forth in Section 3 are Buyer's exclusive remedies for the delivery of non-delivered Goods.

4. Quantity

If Seller delivers to Buyer a quantity of Goods more or less than the quantity set forth in the Sales Confirmation, Buyer 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 the Sales Confirmation adjusted pro rata.

5. Shipping Terms

Seller shall make delivery of the Goods in accordance with the terms of the Sales Confirmation. If no such terms are provided, then delivery of the Goods shall be made FOB Seller's location.

6. Title and Risk of Loss; Security Interest

Title and risk of loss passes to Buyer upon delivery of the Goods, including any partial deliveries and supplementary fulfillments, at the Delivery Point, regardless of whether consignment is provided by the Seller or outsourced to or implemented by third parties. If delivery is delayed due to circumstances over which Seller has no control, or at the request of the Buyer, title and risk of loss passes to Buyer on the day Seller indicates its ability to deliver the Goods. As collateral security for the payment of the purchase price of the Goods, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Michigan Uniform Commercial Code. Without limitation to the following, Seller may, at Buyer's expense, insure all such Goods against theft, breakage, fire, water and other damage if Buyer has not so obtained such insurance, and Buyer may not grant or permit there to exist any other lien on any such Goods. With limiting any other remedies that Seller may have under this Agreement or otherwise, Seller shall have all rights afforded it under the Michigan Uniform Commercial Code with respect to the security interest granted by this Section 6.

7. Buyer's Acts or Omissions

If Seller's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Buyer or its agents, subcontractors, consultants or employees, Seller 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 Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay.

8. Inspection and Rejection of Nonconforming Goods

(a) Buyer shall inspect the Goods within 3 days of receipt ("Inspection Period"). Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as required by Seller. "Nonconforming Goods" means only the following: (i) product shipped is different than

identified in Buyer's purchase order; or (ii) product's label or packaging incorrectly identifies its contents.

- (b) If Buyer timely notifies Seller of any Nonconforming Goods, Seller shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit or refund the Price for such Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall ship, at its expense and risk of loss, the Nonconforming Goods to Seller's facility located as may be directed by Seller. If Seller exercises its option to replace Nonconforming Goods, Seller shall, after receiving Buyer's shipment of Nonconforming Goods, ship to Buyer, at Buyer's expense and risk of loss, the replaced Goods to the Delivery Point.
- (c) Buyer acknowledges and agrees that the remedies set forth in Section 8(b) are Buyer's exclusive remedies for the delivery of Nonconforming Goods. Except as provided under Section 8(b), all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under this Agreement to Seller.

9. Price

- (a) Unless otherwise expressly agreed to in the Sales Confirmation, Buyer shall purchase the Goods and Services from Seller at the prices (the "Prices") set forth in Seller's published price list in force as of the date that Seller accepts Buyer's purchase order. If the Prices should be increased by Seller before delivery of the Goods to a carrier for shipment to Buyer, then these Terms shall be construed as if the increased prices were originally inserted herein, and Buyer shall be billed by Seller on the basis of such increased prices. The Prices are subject to change at any time based on changes in the costs of material and labor.
- (b) Buyer agrees to reimburse Seller for all reasonable travel and out-of-pocket expenses incurred by Seller in connection with the performance of the Services.
- (c) All Prices are exclusive of all shipping, packaging and other incidental costs, and of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any Governmental Authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs and taxes.

10. Payment Terms

- (a) Buyer shall pay all invoiced amounts due to Seller within 30 days from the date of Seller's invoice. Buyer shall make all payments hereunder without discount in such manner as may be directed by Seller and in US dollars.
- (b) Buyer shall pay interest on all late payments at the lesser of the rate per month of 8 percentage point about the then-current prime lending rate as reported by The Wall Street Journal or the highest rate permissible under applicable law, without any requirement of an overdue notice. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees.

- (c) Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy or otherwise.

11. Remedies

In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), in the event of any breach by Buyer under this Agreement or in the event of the substantial degradation of the Buyer's financial position, Seller shall be entitled to (a) suspend the delivery of any Goods or performance of any Services if Buyer fails to pay any amounts when due hereunder, (b) demand immediate payment of all amounts owed by Buyer to Seller under this Agreement or otherwise, (c) require prepayment or appropriate collateral as a precondition to supply any future Goods or Services, and/or (d) institute a lien on any or all of the assets of Buyer.

12. Limited Warranty

- (a) Seller warrants to Buyer that for a period of 1 year from the date of shipment of the Goods or replacement Goods ("Warranty Period") that such Goods will materially conform to the specifications agreed to by Buyer and Seller and will be free from material defects in material and workmanship.
- (b) EXCEPT FOR THE WARRANTIES SET FORTH IN SECTION 12(A), OR AS SELLER MAY OTHERWISE SPECIFICALLY AGREE TO IN WRITING, SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS OR SERVICES, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (c) 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. NOTWITHSTANDING THE WARRANTY SET FORTH IN SECTION 12(A), SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO ANY PRODUCTS OR SERVICES EXPRESSLY CHARACTERIZED AS EXPERIMENTAL OR DEVELOPMENTAL.
- (c) Products manufactured by a third party ("Third Party Product") may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Goods. Third Party Products are not covered by the warranty in Section 12(a). For the avoidance of doubt, SELLER 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; OR (c) 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.
- (d) The Seller shall not be liable for a breach of the warranties set forth in Section 12(a) unless: (i) Buyer gives written notice of the defective Goods,

reasonably described and accompanied by the invoice number and a test or defect report, to Seller promptly when Buyer discovers or ought to have discovered the defect, or in the case of patent defects, within 1 month after delivery of the Goods to Seller; (ii) Seller is given a reasonable opportunity after receiving the notice of breach of the warranty set forth in Section 12(a) to examine such Goods and Buyer (if requested to do so by Seller) returns such Goods to Seller's place of business at Seller's cost for the examination to take place there; and (iii) Seller reasonably verifies Buyer's claim that the Goods are defective.

- (e) The Seller shall not be liable for a breach of the warranty set forth in Section 12(a) if: (i) Buyer makes any further use of such Goods after giving such notice; (ii) the defect arises because Buyer failed to follow Seller's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods; (iii) Buyer alters or repairs such Goods without the prior written consent of Seller; (iv) the defect or damage arose or occurred after title and risk of loss passed to Buyer or Buyer's acceptance of the Goods.
- (f) Subject to Section 12(d) and Section 12(e) above, with respect to any such Goods during the Warranty Period, Seller shall, in its sole discretion, either: (i) repair or replace such Goods (or the defective part) free of charge or (ii) credit or refund the price of such Goods at the pro rata contract rate provided that, if Seller so requests, Buyer shall, at Seller's expense, return such Goods to Seller freight pre-paid. In the event that Seller is unable to repair or replace such Goods (or defective part) within a reasonable time period, then Buyer may demand a credit or refund of the price of such Goods at the pro rata contract rate or terminate this Agreement. In the event of any repair or replacement of Goods by Seller, all replaced Good or components of the same shall be thereafter owned free and clear by Seller.
- (g) THE REMEDIES SET FORTH IN SECTION 12(F) SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTIES SET FORTH IN SECTION 12(A).

13. Limitation of Liability

- (a) IN NO EVENT SHALL SELLER OR ITS EMPLOYEES OR CONTRACTORS BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LIABILITIES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES, LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- (b) IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO

THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AMOUNT OF SUCH DAMAGE THAT SELLER COULD REASONABLY ANTICIPATE BASED ON CIRCUMSTANCES KNOWN AT THE TIME OF ENTERING INTO THIS AGREEMENT AND TO THE EXTENT THAT THE DAMAGE IS OF A CONTRACTUALLY TYPICAL AND FORESEEABLE NATURE, WHICH IN ANY EVENT SHALL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS AND SERVICES SOLD HEREUNDER.

- (c) The limitation of liability set forth in Section 13(a) shall not apply to (i) liability expressly imposed on Seller by applicable U.S. federal or state product liability laws, rules or regulations, (ii) liability resulting from Seller's reckless violation of a material obligation imposed on it under this Agreement related to the fundamental purpose of the Agreement, or (iii) liability resulting from Seller's gross negligence or malice.

14. Customer-Commissioned Manufacturing

Notwithstanding anything in this Agreement to the contrary, Seller assumes no warranty obligations or liability with respect to the functionality or other deficiencies of Goods manufactured in accordance with Buyer's drawings, samples and other directives to the extent they are related to the same. Buyer hereby releases Seller of all third-party claims related to damages, including, without limitation those arising from product liability, caused by such Goods to the extent they are related to Buyer's drawings, samples and other directives. Buyer assumes from Seller the risk that Goods manufactured and delivered in accordance with Buyer's directives may infringe upon third-party intellectual property rights. In the event of enforcement of any such third-party intellectual property claim, Seller is entitled to terminate this Agreement. Buyer is obligated to indemnify Seller for damages and costs resulting from the enforcement of such third-party intellectual property claims. In the event of termination of this Agreement in such circumstance, Seller is to be entitled to payment for all Goods and Services provided and costs and expenses associated with Goods and Services begun-to-be-provided.

15. Customer Supplies

If parts, materials and other items are furnished within the scope of fulfillment of this Agreement (hereafter "Supplies"), Buyer shall be responsible for functionality and fitness of purpose of all such Supplies. Unless otherwise agreed in writing, Seller will not execute warehouse receiving checks or fitness tests. If Buyer's Supplies for the Goods are ineffectual or inappropriate, then Seller shall have no warranty or other liability to Buyer for such Goods. Buyer shall indemnify Seller for losses and additional costs associated with ineffectual or inappropriate Supplies.

16. Insurance

During the term of this Agreement, Buyer shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in a sum no less than is commercially customary in the Buyer's industry with financially sound and reputable insurers. Upon Seller's request, Buyer shall provide Seller with a certificate of insurance from Buyer's insurer evidencing the insurance coverage specified in these Terms. The certificate of insurance shall, at Seller's request, name

Seller as an additional insured. Buyer shall provide Seller with 30 days' advance written notice in the event of a cancellation or material change in Buyer's insurance policy.

17. Compliance with Law

Buyer shall comply with all applicable laws, regulations and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement. Buyer shall comply with all export and import laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by Buyer. Buyer assumes all responsibility for shipments of Goods requiring any government import clearance. Seller may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on Goods.

18. Intellectual Property

- (a) If a third party enforces claims against Buyer for infringement of intellectual property rights (patents, copyrights, trademarks, registered designs etc.) and if the usage of delivered or to-be-delivered Goods is thereby compromised or prohibited, Seller may, within a reasonable deadline, at its choice and at its own cost, modify or replace the delivered or to-be-delivered Goods so that they no longer infringe upon third-party intellectual property rights, yet still possess contractually agreed upon qualities. Seller is nevertheless entitled as an alternative to the foregoing to withdraw from the Agreement, to retain or required delivery by Buyer to Seller at Buyer's cost, and to reimburse the Buyer's paid purchase price subject to appropriate deductions for usage for the time period in which the Goods were in Buyer's possession. Seller shall retain or be granted all rights with respect to the control of the defense of any such claims and may assume all such defense in its discretion. In the event of such assumption of defense, Seller shall assume all costs and expenses that necessarily relate to the same. Buyer shall in no event agree to any settlement or other concessions with respect to such claim without Seller's prior written consent.
- (b) Seller shall have no liability for any infringement of intellectual property rights (i) if Buyer fails to promptly and in writing provide notice to Seller of the third party enforcement of claims of alleged infringement of intellectual property rights, (ii) if the Goods subject to such claim are not used in the form authorized by Seller, and (iii) if the Goods subject to such claim are used in conjunction with other products not originating from Seller or not authorized in writing by Seller, or connected, mixed or otherwise processed with the same.
- (c) Buyer hereby releases Seller from any and all liability with respect to third party enforcement of claims of infringement of intellectual property rights to the extent related to Goods manufactured by Seller in accordance with Buyer's drawings, specifications or directives.

19. Termination

In addition to any remedies that may be provided under these Terms, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (a) fails to pay any amount when due under this Agreement; (b) has not otherwise performed or complied with any of these Terms, in whole or in part; 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.

20. Waiver

No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

21. Confidential Information

All non-public, confidential or proprietary information of Seller, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Seller to Buyer, 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" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Buyer shall promptly return all documents and other materials received from Seller. Seller 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 Buyer at the time of disclosure, as demonstrated by Buyer's records; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party without any violation by such third party of confidentiality requirements.

22. Force Majeure

The Seller shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

23. Assignment

Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement, including, without limitation, with respect to the any warranty hereunder, without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.

24. Relationship of the Parties

The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

25. No Third-Party Beneficiaries

This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

26. Governing Law

All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Michigan without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Michigan.

27. Submission to Jurisdiction

Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the courts of the State of Michigan located in the County of Macomb, State of Michigan, or if such jurisdiction is appropriate, the United States District Court for the Eastern District of Michigan, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

28. Notices

All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth in the Sales Confirmation or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

29. Severability

If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

30. Survival

Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Order including, but not limited to, the following provisions: Insurance, Compliance with Laws, Confidential Information, Governing Law, Submission to Jurisdiction and Survival.

31. Amendment and Modification

These Terms may only be amended or modified in a writing stating specifically that it amends these Terms and is signed by an authorized representative of each party.

English Version: September 21, 2016