TERMS and CONDITIONS of PURCHASE

These Terms and Conditions of Purchase are applicable to all RFQ, proposals and orders of De Jong Slovakia, s. r. o., and all the agreements De Jong Slovakia, s. r. o. enters into, and further agreements in that connection, concerning the supply of Products, the performance of work and/or the provision of services (together referred to as "Purchase Order") and are without prejudice to any other rights granted to De Jong Slovakia, s. r. o. under the governing law of Purchase Order. In these Terms and Conditions of Purchase, De Jong Slovakia, s. r. o. is referred to as "Buyer", the other party is referred to as "Seller". The term "Products" refers to the products, goods, supplies and/or equipment to be provided to Buyer by Seller as specified in the Purchase Order.

Unless agreed otherwise in writing, all contracts entered into by Buyer shall be for an indefinite period and Buyer and Seller shall at all times be entitled –without judicial intervention being required- to terminate any contract at its discretion and without the need to give a reason by registered mail by giving the other party notice of its election to terminate the contract on six (6) months' notice.

1. ACCEPTANCE - ANY OF THE FOLLOWING ACTS BY SELLER SHALL CONSTITUTE ACCEPTANCE OF THE PURCHASE ORDER AND ALL OF ITS TERMS AND CONDITIONS: SIGNING AND RETURNING A COPY OF THE PURCHASE ORDER; DELIVERY OF ANY OF THE GOODS OR PERFORMANCE OF ANY OF THE WORK/SERVICES ORDERED; COMMENCEMENT OF PERFORMANCE; OR RETURNING ANY FORM OF ACKNOWLEDGEMENT. ACCEPTANCE OF THE PURCHASE ORDER IS LIMITED TO THE TERMS AND CONDITIONS CONTAINED HEREIN AND THE PURCHASE ORDER CAN ONLY BE ACCEPTED ON THESE TERMS. ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS IN SELLER'S ACKNOWLEDGEMENT, GENERAL TERMS AND CONDITIONS OF SALE, INVOICE, ANY PRIOR PROPOSAL OR IN ANY OTHER SELLER DOCUMENT ARE HEREBY REJECTED AND SHALL NOT BE BINDING ON THE BUYER.

The Buyer's Purchase Order and these Terms and Conditions constitute the entire agreement between the Seller and Buyer with respect to its subject matter. Any additional or different terms or conditions by Seller do not operate as a rejection of the Purchase Order (unless such variances are in the terms of the description, specifications, quantity, price or delivery schedule of the Products and/or work/services), but the Purchase Order shall be deemed accepted by the Seller without any additional or different terms. To the extent of any conflict between these Terms and Conditions and any Purchase Order that governs the Products and/or work/services, the relevant terms contained in said Purchase Order shall take precedence.

2. PRICES - The prices contained in the Purchase Order shall be considered as maximum prices not subject to upward revision and include all insurance, import fees, customs duties and taxes (except for VAT and excise duties). If prices are not stated, Seller shall offer its lowest prices, which shall be subject to written acceptance by Buyer. Buyer will pay approved invoices within sixty (60) days after receipt. All invoices will be paid in the currency set forth in the Purchase Order. Seller warrants that the prices charged for the Products and/or work/services covered by the Purchase Order will be as low as the lowest prices charged by Seller to any other customers purchasing similar products and/or work/services. Prices of any Products and/or work/services, delivered or undelivered, under the Purchase Order are not subject to increase by Seller in the event of any governmental action or any cause (even beyond Seller's control) affecting Seller's cost or expenses after the date of the Purchase Order, including but not limited to duties, taxes, other governmental charges, assessments, freight and insurance costs and fluctuations in exchange rates. If the due date of the invoice falls on a non-banking day, the invoice is due on the next following banking day.

3. TAXES - No federal, state or local taxes (except for VAT and excise duties) on the Products and/or work/services furnished hereunder or on the sale, purchase, transportation, use or possession thereof shall be included in any invoice delivered to Buyer. If Buyer furnishes Seller an exemption certificate, or any similar proof of exemption with respect to any federal, state or local tax included in any such invoice, such invoice shall be adjusted to eliminate such tax.

4. QUANTITY - From time to time, Buyer may provide Seller with volume and/or quantity forecasts or projections for Buyer's Product needs. Seller acknowledges that the projections, unlike a Purchase Order, are for planning purposes only and are not binding on Buyer, unless explicitly agreed upon otherwise in writing, Seller acknowledges and agrees that Buyer makes no representation, warranty or guaranty of any kind or nature whatsoever as to the accuracy of the projections.

5. DELIVERY - Unless otherwise specified in the Purchase Order, Seller shall deliver the Products to Buyer DDP (Incoterms® 2020) at the shipping address designated in the Purchase Order, or in a blanket Purchase Order, in call-offs, scheduling agreements, manifests or other similar releases that are transmitted to Seller from time to time during the term of the Purchase Order. Time is of the essence. Deliveries are to be made only in the quantities and at the times specified in the Purchase Order. If applicable, Seller shall comply with the shipping instructions and delivery schedule for the Purchase Order, including any amendment or supplement to it, specified by Buyer. Buyer shall have the option either to refuse acceptance of any shipment made in advance of the delivery schedule or to accept such shipment but to extend the invoice due date by the number of days of early delivery.

6. PACKAGING - Products must be delivered in standard commercial containers acceptable by carrier for safe transportation at the lowest rate at point of delivery. No charges shall be allowed for drayage, blocking or packaging except as otherwise specified herein. Seller shall assume and pay all extra costs and/or expenses accruing on account of improper packaging.

7. MARKING - Packages must be marked with shipper's name and Buyer's Purchase Order number and must contain two copies of the complete list of Products contained therein. If more than one package is shipped, each one must be numbered. The number of the package must be identified with the contents as shown on the shipping or packaging list. Any extra expense due to dunnage, waiting time, and the like resulting from the lack of the above information shall be deducted from Buyer's payment of Seller's invoices.

8. MODIFICATION - The Purchase Order may not be modified or changed in any manner, except by an instrument in writing signed by an authorized representative of Buyer; provided, however, that Buyer reserves the right to issue written modifications, which the Seller agrees to accept, changing drawings, specifications, sub-suppliers, samples or descriptions of the Product and/or the time or rate of delivery of Products and/or work/services covered by the Purchase Order. In the event such acceptance by Seller of Buyer's written modification results in an increase or decrease in cost of the Products and/or work/services remaining to be delivered, Buyer and Seller agree to negotiate an equitable adjustment of the prices specified therein. Notwithstanding the above, Buyer is entitled, by a written notice (Postponement Notice) delivered to Seller no later than five (5) business days prior to set delivery date, to postpone the delivery of all or part of the ordered Products by a maximum of three (3) months; the Postponement Notice can be issued repeatedly, with a maximum total postponement of the delivery by twelve (12) months.

9. WARRANTY - Seller warrants with respect to Products purchased and sold under the Purchase Order that: (a) it has good title to the Products, (b) the Products are free from liens, security interests and encumbrances of any kind, (c) the Products conform to the specifications, drawings and samples approved by Buyer in connection with the Purchase Order, (d) the Products are fit for the purpose for which Buyer purchased them, (e) the Products are merchantable, (f) the Products are free of defects in design, materials and workmanship, (g) the Products have been manufactured in a good and workmanlike manner using the highest quality material in conformity with the best standard practices and (h) the Products will be originals, will not infringe upon or violate any intellectual property or other rights of any third party, and will not be subject to any restrictions or limitations other than those expressly set forth in the Purchase Order. This warranty shall survive any inspection, acceptance or return of any such Products and shall run to Buyer, its successors, assigns, customers and users of Products. If Products delivered pursuant to the Purchase Order are found to be non-compliant with the warranty above (i.e. defective) within the latest of the following: (i) sixty (60) months after acceptance; (ii) the warranty period provided by applicable law; or (iii) a period equal to the warranty period that Buyer offers in connection with the finished good manufactured by Buyer, Buyer may, in addition to any other rights Buyer may have, return such Products to Seller, at Seller's expense, for repair, replacement, or refund of price, as Buyer may elect. Any Products repaired or furnished in replacement shall be subject to all the terms and conditions hereof to the same extent as if initially furnished hereunder. Seller further

warrants that all work/services will be performed in a competent and professional manner, in accordance with the highest standards and best practices in the industry, and in accordance with the specifications agreed or approved by Buyer. Any attempt by Seller to limit, disclaim or restrict any such warranties or remedies by acknowledgement or otherwise shall be null, void and ineffective.

10. INSPECTION OF PRODUCTS/WORK/SERVICES - Seller agrees to inspect all Products covered by the Purchase Order and, when requested by Buyer, to include an inspection certificate with each shipment. Acceptance of Products and/or work/services shall be subject to Buyer's inspection and approval after arrival notwithstanding any prior inspection or payment. Payment for the Products and/or work/services does not constitute acceptance thereof. Buyer has the right to inspect all Products and work/services and to reject any or all that are in Buyer's judgment defective or nonconforming. If any Products covered by the Purchase Order are defective or otherwise not in conformity with the requirements of the Purchase Order, Buyer may, by written notice to Seller, elect to: (a) rescind the Purchase Order as to such Products, (b) accept Products at an equitable reduction in price, or (c) reject such Products and require the delivery of replacements. Deliveries of replacements shall be accompanied by a written notice specifying that such Products are replacements. If Seller fails to deliver required replacements promptly, Buyer may (i) purchase from other sellers, replace or correct such Products and charge Seller all costs and expenses occasioned Buyer thereby, and/or (ii) terminate the Purchase Order for default. No inspection (including source inspection), test, approval (including design approval) or acceptance of Products ordered (with or without inspection) shall relieve Seller from responsibility for defects or other failures to meet the requirements of the Purchase Order. Buyer reserves the right to use rejected Products, as it believes advisable or necessary to meet its contractual obligations to customers, without waiving any rights against Seller. Rights granted to Buyer herein are in addition to any other rights or remedies provided at law or in equity. Seller agrees to pay Buyer's expenses, including demurrage, handling and storage charges and freight both ways, with respect to non-conforming Products. Upon identification and notification of defective Products or nonconforming shipments, Buyer shall receive full credit either for scrap or return, which credit will include full costs paid to Seller, together with shipping, processing and related costs, if applicable. Within one (1) week of the shipment of the defective Products, Seller shall submit to Buyer a written explanation of the root cause and corrective actions implemented to prevent reoccurrence.

11. DELAYS - Whenever the timely performance of the Purchase Order may be delayed, or is delayed, Seller shall immediately notify Buyer in writing of all relevant information with respect to such delay. In case of Seller's delays, Seller shall be responsible for expedited shipping at its expense. Informing Buyer of a delay does not relieve Seller of liability for such delay.

12. TITLE; RISK OF LOSS - Seller shall bear all risk of loss and damage to Products covered by the Purchase Order until, and title shall pass to Buyer only on Buyer's receipt at the destination specified on the Purchase Order.

13. DESIGN AND INVENTION RIGHTS - If the Purchase Order has as one of its purposes design, experimental, developmental or research work, Seller agrees to communicate promptly to Buyer full details of any design or invention (whether or not patentable) conceived or first reduced to practice by Seller or any of its employees in connection with the performance of the Purchase Order. Upon Buyer's request, Seller shall for Buyer's exclusive benefit assign or cause to be assigned to Buyer without compensation all right, title and interest of Seller or its employees in and to each such design or invention, and perform or cause to be performed all acts (at Buyer's expense) and execute or cause to be executed all papers that are necessary to vest in Buyer full right, title and interest therein, including the patenting thereof; any and all such rights shall fall within the scope of article 15 hereafter.

14. SPECIAL PROVISIONS FOR THE PURCHASE OF WORK AND SERVICES - In addition to the other provisions of these Terms and Conditions, the following shall apply to the supply of work and services:
Supplier shall carry out all of its obligation under the Purchase Order with all due care and diligence and with the skill to be expected of a reputable contractor experienced in the types of work to be carried out under the Purchase Order. Supplier shall act as an independent contractor with respect to the work/services and shall be responsible for the day-to-day management and the supervision of the performance of the work/services, including health, safety and fire protection, for deploying employees who are satisfactory as regards training, expertise and experience. Supplier shall replace one or more of its employees and/or subcontractors immediately if Buyer requests this on reasonable grounds
Without prejudice to the provisions of Article 16 below, Supplier must comply with the legal provisions for all personnel deployed on site, including seconded personnel; Buyer reserves the right to carry out audits on this point. Supplier must provide to Buyer, on request, data of all employees who have been or will be deployed on site by it or by a third party engaged by it. Any advice and comments of Buyer, regardless of their nature, do not relieve Supplier of its responsibility for full compliance with applicable laws and regulations in connection with the performance of the work/services. Buyer expressly disclaims any liability in this regard.
Supplier shall hand over to Buyer on request its program relating to the scheduling and the deployment of personnel for the work/services and notify Buyer as often as, and in the manner, required by Buyer about the progress thereof.
Supplier must perform the work/services within the term for performance stated in the Purchase Order. Should Supplier fail to meet perform the work/services within this term, Supplier will immediately be in default without any notice of default being required. In such case, Buyer shall be entitled, without judicial intervention, and without prejudice to its other rights, to terminate the entire Purchase Order or to terminate that part of the Purchase Order that has not been performed (and to have a third party perform same at Supplier's expense). As soon as circumstances arise or may be foreseen which prevent Supplier from timely performance of the work/services Supplier shall notify Buyer immediately of this fact in writing, stating the nature of the circumstances, the measures Supplier has taken, including the deployment of extra personnel or equipment, and the expected duration of the delay, in default of which Supplier will be precluded from citing these circumstances at a later time.
Buyer shall at all times be entitled to suspend the performance of the work/services until further notice. In this case the performance date shall be extended by the duration of the suspension and Buyer shall reimburse Supplier all reasonable direct costs arising from the suspension, provided that Supplier must take all reasonable measures limit these costs as much as possible.
When Supplier has in its opinion completed the agreed work/services, it shall notify Buyer in writing. Unless stipulated otherwise in Purchase Order, the work/services shall be regarded as accepted and thereby delivered if Buyer has accepted this in writing. Minor defects which do not impede use shall not be a reason for rejection, without prejudice to the Supplier's obligation to rectify these defects within the agreed time, otherwise as quickly as possible.

15. CONFIDENTIALITY - Any specifications, drawings, sketches, models, samples, tools, technical information, methods, processes, techniques, shop practices, plans, know-how, trade secrets, or data (collectively, the "Information"), written, oral or otherwise furnished to Seller, or that Seller is exposed to, under, or in contemplation of, the Purchase Order remain Buyer's property. All copies of such Information, in written, graphic or other tangible form, must be immediately returned to Buyer upon its request. The Information shall be kept confidential by Seller, shall be used only in the fulfilment of the Purchase Order, or in performing Seller's contractual obligations, and may be disclosed or used for other purposes only upon such terms as may be agreed upon between Buyer and Seller in writing. If Seller is requested or required by applicable law or a valid order issued by a court or governmental agency of competent jurisdiction, or by interrogatories, subpoena or similar legal process to disclose any Information, Seller shall, unless prohibited by or pursuant to the applicable law, provide Buyer with prompt written notice of such request, so that Buyer may seek an appropriate protective order. Seller shall disclose no more than required Information and shall use its best efforts to obtain confidential treatment for any Information so disclosed. If Seller and Buyer have entered into a separate non-disclosure agreement, such non-disclosure agreement shall apply in its entirety to the Purchase Order and shall prevail over the above wording of this Section 15.

16. COMPLIANCE WITH LAWS - Seller certifies that it shall act, and the Products to be furnished or the work/services to be rendered under Purchase Order will be in compliance with all applicable laws, including rules, regulations, and standards, that relate to the manufacture, labelling, transport, import, and export, including relevant trade and other sanctions, laws relating to environmental matters, hazardous materials, hiring, wages,

hours and conditions of employment, discrimination, occupational health or safety, data protection, privacy, and anti-corruption. Seller further certifies that its price to Buyer hereunder is proper under all applicable laws, rules and regulations and is in compliance with any current pricing policy or law directed at controlling or stabilizing prices.

17. INDEMNIFICATION - Seller shall defend, indemnify and hold harmless Buyer and Buyer's affiliates, and each of their employees, officers, directors, agents, successors, assigns, customers and end-users of its products, from and against any and all losses, expenses, damages, costs, liabilities, claims, settlements, awards and judgments (a) based on a claim that any Product or work/service furnished by Seller, as well as any system, device or process incorporating or resulting from the use thereof, constitutes an (alleged) infringement or misappropriation of any patent, trademark, copyright, trade secret or other intellectual property right, or (b) arising out of, as a result of or in connection with: (i) Seller's acts and omissions in the performance of the Purchase Order, or (ii) any defect in design, materials, workmanship or quality of the Products and/or work/services, or (iii) Seller's negligence or wilful misconduct or (iv) any breach of any express or implied warranty, or (v) Seller's violation of any federal, state or local law, executive order, rule or regulation, (vi) any injury to or death of any person, or damage to any property, caused by Seller or its personnel, or (vii) to the extent of Seller's responsibility therein, any recall campaign, service action or other corrective action of the Products, and/or the products sold by Buyer which incorporate the Products.
During the term of the Purchase Order and for a period of three (3) years thereafter, Seller shall, at its own expense, maintain and carry insurance with financially sound and reputable insurers, in full force and effect, that includes, but is not limited to, the following:
(a) General Liability Insurance with limits no less than €2,000,000 per occurrence and €5,000,000 in the aggregate, including bodily injury, property damage, products and completed operations, personal and advertising injury;
(b) Employer's Liability Insurance in compliance with applicable statutory requirements;
(c) Automobile Liability Insurance covering all owned, non-owned, and hired vehicles with limits no less than €1,000,000 per accident for bodily injury and property damage;
(d) Where applicable, Professional Liability (Errors and Omissions) Insurance with limits no less than €2,000,000 per occurrence and €5,000,000 in the aggregate;
(e) In the case of providing IT work/services, or work/services requiring connection to the Buyer's IT systems, or work/services involving the processing of personal data on behalf of or under the agreement with Buyer, Cyber Liability Insurance with limits no less than €5,000,000 per occurrence and in the aggregate, covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion, and network security.
Upon Buyer's request, Seller shall provide Buyer with certificates of insurance and/or other related documents evidencing the required coverage. Seller shall ensure that any subcontractors approved by Buyer maintain insurance meeting all the requirements stated herein, and upon request shall furnish Buyer with evidence of such compliance. The limits of insurance required by Buyer, or as carried by Seller, shall not limit Seller's liability or obligations under the Purchase Order.

18. DRAWINGS AND DATA - Buyer retains all rights in drawings, engineering instructions, specifications and other data furnished to Seller by Buyer, and no such drawings, engineering instructions, specifications, or other data shall be reproduced, stored on any data bearer or incorporated in any data platform or in any way used, in whole or in part, in connection with Products and/or work/services furnished to others, and must be returned to Buyer immediately upon Buyer's request without Seller retaining any part thereof in whichever form or whichever data-bearer.

19. PROPRIETARY RIGHTS - Seller hereby grants to Buyer a perpetual, transferable and royalty-free license to use, sell, offer for sale, import, distribute, advertise, market and promote Products (including through packaging, repackaging, labelling, bundling and documentation) that incorporate in whole or in part the patent, copyright, trademark, trade dress or other intellectual property rights of Seller. Seller hereby assigns to Buyer (solely in connection with the Products) the right to make use of, any invention, improvement or discovery conceived or reduced to practice in the performance of the Purchase Order. Upon request of Buyer or completion of performance of the Purchase Order, Seller shall provide reasonable support, including but not limited to providing necessary information or signing necessary documents to enable Buyer to file applications for patents throughout the world and to obtain title thereto.

20. MATERIALS AND TOOLS - If Buyer furnishes to Seller any dies, molds, jigs, tools, test equipment, and the like ("Tooling"), or pays for Tooling, then title thereto shall remain or vest in Buyer, and Seller shall identify, maintain and preserve all Tooling. All Tooling must be repaired, renewed and fully insured by Seller against loss and damage, as directed by Buyer. All Tooling is subject to removal by Buyer at any time upon Buyer's demand.

21. CANCELLATION - For Seller's failure to comply with any terms or conditions hereof, Buyer may cancel the Purchase Order, in whole or in part, without further liability to Seller. Such cancellation, however, shall be without prejudice to any right or claim Buyer may have against Seller under law for breach inducing cancellation or otherwise. Buyer may cancel the Purchase Order, in whole or in part, without further cost or liability to Seller (a) in the event that any proceedings are instituted by or against Seller in bankruptcy or insolvency, or (b) in the event of any assignment by Seller for the benefit of creditors, or (c) in the event that Seller, its directors, executive officers, senior management, key employees, agents, shareholders or persons having a controlling interest in Seller are (i) persons targeted by national, regional or multilateral trade or financial sanctions under applicable laws and regulations, or (ii) directly or indirectly owned or controlled by or acting on behalf of such persons. Buyer is moreover entitled to terminate the part of the Purchase Order that has not yet been fulfilled at any time for convenience, on payment for that portion of the supply which has been performed in accordance with the Purchase Order.

22. ASSIGNMENT, SUBCONTRACTING - Seller shall not, without prior written consent of Buyer, assign or pledge the Purchase Order or any of Seller's rights (including receivables) or obligations hereunder. Any assignment or attempted assignment made without such consent shall be void as to Buyer. Seller shall not subcontract its obligations under the Purchase Order, in whole or in part, without Buyer's consent.

23. FORCE MAJEURE - "Force Majeure Event" means an event or circumstance that is beyond the reasonable control of a party, such as: natural disasters; fire; flood; war; epidemic; pandemic; terrorism; riot; civil commotion; general internet or communications failure not attributable to the party claiming force majeure; and labor disputes, strikes, or lockouts not specific to the affected party's workforce. For clarity, a Force Majeure Event shall not include: (a) financial difficulties of the affected party; (b) changes in market conditions; (c) failure of a party's subcontractor or supplier, unless such failure is itself caused by a Force Majeure Event; or (d) events that could have been avoided by the exercise of reasonable diligence, including the implementation of reasonable business continuity procedures. Neither party shall be liable for any delay or failure to perform its obligations under Purchase Order (except for payment obligations) to the extent such delay or failure is caused by a Force Majeure Event, provided that the affected party: (a) promptly notifies the other party in writing of the Force Majeure Event and its expected duration; (b) uses commercially reasonable efforts to mitigate the effects of the Force Majeure Event and to resume performance as soon as possible; and (c) continues to perform its obligations to the extent possible during the Force Majeure Event. If a Force Majeure Event continues, or is reasonably expected to continue, for more than thirty (30) consecutive days, the unaffected party may terminate Purchase Order upon written notice to the affected party without liability, penalty, or further obligation, except for obligations accrued prior to termination.

24. GOVERNING LAW; DISPUTE RESOLUTION – The Purchase Order and all orders or further agreements in connection with the Purchase Order shall be exclusively governed by the laws of the Netherlands, without giving effect to any choice or conflict of law provision or rule. The United Nations Convention on Contracts for the International Sale of Goods shall not be applicable. If both parties are located in the same state, the governing law will be the law of that state instead of the above. All disputes, claims or controversies - which shall be deemed to exist if one of the parties considers this the case - arising out of or relating to the Purchase Order or the breach, termination, enforcement, interpretation or validity thereof ("Dispute" or "Disputes"), shall be resolved in accordance with this Section, which shall be the sole and exclusive procedure for the resolution of all Disputes. The parties shall attempt in

good faith to resolve any Dispute promptly by negotiation. The parties further agree that any civil action to resolve said Dispute shall be exclusively litigated in the Amsterdam District Court following proceedings in English before the Chamber for International Commercial Matters ("Netherlands Commercial Court" or "NCC District Court"), to the exclusion of the jurisdiction of any other courts. An action for interim measures, including protective measures, available under Dutch law may be brought in the NCC's Court in Summary Proceedings (CSP) in proceedings in English. Any appeals against NCC or CSP judgments will be submitted to the Amsterdam Court of Appeal's Chamber for International Commercial Matters ("Netherlands Commercial Court of Appeal" or "NCCA"). The NCC Rules of Procedure apply. The parties expressly consent to, and irrevocably submit to the exclusive jurisdiction and venue of said court and acknowledge that they may be waiving rights they might otherwise have to bring suit in any other venue. If both parties are located in the same state, any Dispute will be litigated in the competent local court in accordance with the procedural law of that state instead of the above.

25. SUPPLIER CODE OF CONDUCT and QUALITY MANUAL – When suppling Products and providing any work/services under the Purchase Order, Seller shall comply with (Rheem) Supplier Code of Conduct, which can be viewed at http://www.rheem.com/legal, and (Rheem) Supplier Quality Manual provided or made accessible by Buyer. Any violation of the Supplier Code of Conduct entitles Buyer to terminate the Purchase Order or cease doing business with Seller.

26. GENERAL - The invalidity of any provision contained in the Purchase Order or these Terms and Conditions will not affect the validity of any other provision. Buyer's failure to insist on performance of any term or condition or to exercise any right or privilege shall not waive any such term, condition, right or privilege either then or for the future. The provisions of Sections 9-10, 12-20, 22-24 survive termination of the Purchase Order.