

Terms and Conditions of Sale

1. ACCEPTANCE

- 1.1. HellermannTyton will quote Customer for products or services HellermannTyton manufactures and sells ("Quote"), regardless of whether such Quote is in response to a request for quotation ("RFQ").
- 1.2. Such Quote is an offer by HellermannTyton to Customer (as identified in the Quote) to sell the products and/or services described in the Quote ("Products") and all sales of the Products are expressly conditioned upon, and will be governed by the acceptance of, these Terms and Conditions of Sale ("Terms and Conditions") which create the entire agreement between the Parties ("Agreement"). Unless otherwise specified in writing, the Quote automatically expires thirty (30) calendar days after the date of issue.
- 1.3. Customer submits a purchase order to HellermannTyton and such purchase order is expressly conditional upon Customer including the terms and conditions contained in this Agreement which purchase order may not be modified unless by written agreement between the Parties. HellermannTyton expressly objects to any contrary or additional terms or conditions of Customer unless agreed upon and signed in a separate agreement.
- 1.4. HellermannTyton will take all reasonable steps to provide written acceptance of a purchase order. Any reference by HellermannTyton to Customer's purchase order in no way constitutes an acceptance of any of Customer's terms and conditions. Once HellermannTyton acknowledges Customer's purchase order in writing, such purchase order becomes binding on both parties, and Customer may not cancel said purchase order without written permission from HellermannTyton.
- 1.5. In certain circumstances, Customer may provide HellermannTyton firm (non-cancelable and non-reschedulable) releases based on the submitted and accepted purchase order for finished Products which act as firm (non-cancelable and non-reschedulable) authorizations for HellermannTyton to purchase raw materials and planning volumes for the periods set forth in the release. These releases are incorporated and made part of this Agreement once HellermannTyton accepts or begins work on the purchase order submitted by Customer. HellermannTyton is not obligated to manufacture or ship Products in excess of its quoted maximum capacity or increase its production capacity in the absence of a mutually written agreement.
- 1.6. Customer may only modify a purchase order or release, including quantities, shipment dates, and shipment locations, upon written agreement by HellermannTyton, which agreement will only be given if the requested modification is reasonable. Any authorized change in a purchase order or release which results in restocking, storage, or other charges, including, but not limited to reimbursement of direct costs, may applied to the modified purchase order or release.

2. PRICING AND PAYMENT

- 2.1. Unless agreed otherwise in a separate contract or pricing agreement, the price of the Products are what is listed in the Quote and shall control. The price shall be exclusive of any value added tax ("VAT") (which will be applied in accordance with any applicable legislation then in force) and any ancillary costs such as freight, customs duty, packaging, including any loading equipment required, and insurance will be based on the INCOTERM® 2020 contained in the purchase order.
- 2.2. In addition to the price of the Products, all taxes that may be imposed by any taxing authority on the sale, delivery, or use of the Products and for which HellermannTyton may be responsible will be paid by Customer to HellermannTyton upon HellermannTyton's request. HellermannTyton reserves the right to adjust prices by the amount of any increase in tariffs or trade-related costs, and Customer will issue a revised purchase order to HellermannTyton reflecting the increase within fifteen (15) days of the effective date of the adjustment.

- 2.3. Any costs not expressly agreed to be borne by HellermannTyton in the Quote will be borne by Customer.
- 2.4. For any order placed by Customer which falls below HellermannTyton's Minimum Order Quantity ("MOQ") or minimum packaging requirements for the Product being purchased, HellermannTyton may charge Customer a surcharge for the delivery of said order, which amount will be indicated in the applicable invoice or will not ship the Product. All orders must adhere to full packaging units or Product will not ship. For MOQs and rates please contact your local HellermannTyton sales team.
- 2.5. HellermannTyton reserves the right to change the price of the Products at any time prior to delivery of Products as a result of any change in the cost of manufacturing, producing, or delivering the Product, including, but not limited to, foreign exchange fluctuations, significant increases in the cost of labor or materials used to manufacture the Product, changes in delivery dates or quantities of the Product as requested by Customer, any delays caused by the failure of Customer to provide HellermannTyton with adequate information or instructions, and/or any changes to the specifications of the Products.
- 2.6. Unless otherwise agreed in writing in the Quote or order acknowledgment or properly disputed: (a) all invoices will be payable within thirty (30) days from the date of invoice; (b) payment must be made via electronic funds transfer, with no discount for early payment and with no deductions, to the accounts listed on HellermannTyton's invoice(s) in the agreed upon currency; and (c) must include reference to the invoice number(s).
- 2.7. Customer shall not be entitled to rights of setoff or retention of Product.
- 2.8. Without prejudice to any other right or remedy available to HellermannTyton at law and in the event of default in payment by Customer, HellermannTyton shall be entitled to charge default interest at a rate of nine (9) percent above the respective base interest rate or the default interest rate that is legally allowed under the laws of the country where the order is placed. The right to claim further damages caused by such payment default is reserved. Additionally, HellermannTyton may do any of the following, which list is not exhaustive: (1) terminate this Agreement, (2) suspend deliveries, (3) demand adequate assurance as stated in this Agreement, or (4) demand full payment of all outstanding balances regardless of whether the payment is due.
- 2.9. If in HellermannTyton's opinion, reasonable grounds for insecurity arise with respect to Customer's ability or willingness to perform, in addition to any other rights available to HellermannTyton under applicable law, HellermannTyton may demand adequate assurance of Customer's performance, including by requiring advance payment or collateral and cancel further shipments until its demand is satisfied. If Customer becomes delinquent in payment and, upon request refuses to accept cash in advance shipments, HellermannTyton will have the right to cancel any order of Customer, to withhold further deliveries, and declare all unpaid amounts for Products previously delivered immediately due and payable.

3. CHANGES

- 3.1. HellermannTyton has the sole discretion to change its off-the-shelf/catalogue Products, manufacturing processes, or manufacturing locations ("Change"). However, HellermannTyton will notify Customer, especially if such Change modifies the form, fit, or function of the Product. If HellermannTyton requests a Change, Customer will not unreasonably withhold, delay, or condition its approval of the Change request and, in any event, will respond in writing within a reasonable time not to exceed thirty (30) days after Customer receives the request.
- 3.2. HellermannTyton will have no obligation to implement any change requested by Customer including any obligation to supply Products beyond the program duration specified in the Quote, or to the Products, including the design, specifications, materials, packaging, testing requirements, shipping date, time or place of delivery unless HellermannTyton agrees in writing. To the extent HellermannTyton agrees to make any

such requested change, the parties will negotiate in good faith and agree upon an appropriate adjustment to the time for performance, an equitable price adjustment, and other relevant terms.

4. DELIVERY, TITLE, RISK OF LOSS, AND RIGHT OF REPOSSESSION

- 4.1. Unless otherwise agreed in writing or stated in a Quote or acknowledged purchase order, the delivery, shipment, and insurance terms will be FCA HellermannTyton's facility (Incoterms® 2020). Delivery dates are estimated and are not guaranteed and HellermannTyton will not be liable for any loss arising from any failure to deliver the Products by the stated delivery date. Time for delivery is not of the essence unless otherwise agreed to in writing between the parties. HellermannTyton will use reasonable efforts to meet Customer's requested delivery dates, provided Customer has complied with HellermannTyton's applicable lead time requirements. HellermannTyton may be entitled to make partial deliveries to a reasonable extent. Risk of loss will pass to Customer upon delivery at the location specified in the Quote or acknowledged purchase order, or if not specified, HellermannTyton's manufacturing location. Title in the Products will remain with HellermannTyton until payment in full by Customer.
- 4.2. For Products, HellermannTyton reserves the right to delivery +/- 10% (or the nearest reasonable pack quantity) of the ordered quantity of the Product listed in a purchase order or release; provided that there is a pro rata adjustment to the price to reflect the Products actually delivered.
- 4.3. Until the Products have been paid for in full, HellermannTyton retains ownership of the Products and may take possession of the Products.
- 4.4. If Customer processes, combines, or mixes the Products with other products not belonging to HellermannTyton, HellermannTyton shall be entitled to co-ownership of the new item in the ratio of gross invoice value of the reserved Products to the value of the processed, mixed, or combined product and Customer until such time as Customer pays for HellermannTyton's ratio of Product in full.
- 4.5. Additionally, if Customer is more than one (1) month past due in accepting delivery, HellermannTyton may, without limiting any other rights under law or contract, either store the Products until delivery and charge Customer for the costs of storage (including insurance) or treat this Agreement as breached by Customer and HellermannTyton may resell the goods to other customers and be indemnified by Customer for any loss for which it suffers. Any charges incurred by HellermannTyton for storage (including insurance) starts on the first day of late acceptance by Customer.

5. PACKAGING

- 5.1. The Products will be packaged using HellermannTyton's standard packaging unless otherwise provided for in the Quote or purchase order. Non-returnable packaging will not be taken back by HellermannTyton, and it will be Customer's responsibility to dispose of non-returnable packaging per applicable regulations.

6. WARRANTY

- 6.1. HellermannTyton warrants to Customer that, at the time of delivery, the Products will be free from defects in material and workmanship and will conform to the applicable specifications as stipulated in the Quote, and HellermannTyton will follow all agreed quality requirements which are incorporated hereto and made part of this Agreement. This warranty may be further modified or enhanced by additional documents dependent upon the country of sale.
- 6.2. Specifically excluded from HellermannTyton's limited warranty are the following, for which HellermannTyton will have no liability whatsoever: (i) design defects to the extent the Products are not designed entirely by HellermannTyton; (ii) defects or damage caused by unauthorized or improper handling, installation, alteration, repair, maintenance, or operation of the Products; (iii) Products considered by HellermannTyton to be samples, prototypes, or pre-production, which are provided "AS IS"; (iv) defects or damage resulting from the integration, incorporation, interaction, connection, placement, or use of

conforming Products in or with any non-HellermannTyton supplied component, system, or assembly; and (v) normal wear and tear.

- 6.3. Conformance of the Products to Customer's written specifications and the specific performance and durability criteria supplied by the Customer will be an absolute defense to warranty liability.
- 6.4. If the Products are non-conforming, as determined in accordance with this Section 6 below, HellermannTyton's sole liability is limited to, at HellermannTyton's discretion, the rework, repair, or replacement of the non-conforming Products. Such rework, repair, or replacement may be carried out by HellermannTyton or its suppliers. These remedies are available for one year after delivery of the product and only if Customer notifies HellermannTyton that the Products are potentially non-conforming within at least five (5) business days of receiving the Product for any non-conformances related to transport concerns or any obvious quantity or identity discrepancies and at least five (5) business days after Customer knew or should have known that the Products had any hidden non-conformances.
- 6.5. The remedies afforded by Customer under this Section 6 will be exclusive for claimed non-conforming Products but will be unavailable to Customer if Customer inspected or reasonably should have inspected the Products and could have discovered the claimed non-conforming Products upon such inspection and notified HellermannTyton within the appropriate notice period.
- 6.6. Customer shall return any alleged non-conforming Product to HellermannTyton for testing and inspection purposes regardless of whether such non-conformance was discovered at Customer's facilities or at the facilities of Customer's customers and HellermannTyton will determine if such Product is non-conforming to the above warranty.
- 6.7. Customer and HellermannTyton will mutually agree on the part and process validation requirements for the Products and will document such requirements in a Joint Validation Agreement with a RASCI executed by both parties. HellermannTyton's limited warranty will not become effective until all validation and PPAP requirements have been completed and mutually approved in writing. HellermannTyton will not be responsible for validation against any performance, durability, dimensional, materials, and other requirements for Products that are not specifically called out in the specifications and requirements for such Products.
- 6.8. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE GIVEN ACCEPTED IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY EXPRESSED OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE REMEDIES OF THE CUSTOMER WILL BE LIMITED TO THE FOREGOING WARRANTIES TO THE EXCLUSION OF ANY AND ALL OTHER REMEDIES. NO AGREEMENT VARYING OR EXTENDING THE WARRANTIES OR MODIFYING THIS LIMITATION WILL BE BINDING UPON HELLERMANNTYTON UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF HELLERMANNTYTON.

7. TERMINATION

- 7.1. HellermannTyton may terminate the Agreement or suspend its performance under the Agreement, upon Customer's: (i) material breach, threat to breach, or repudiation of any term of the Agreement which remains uncured for thirty (30) days after Customer receives written notice, provided that all payment defaults are material and the cure period for payment defaults will be five (5) days after Customer receives written notice; (ii) assignment of the Agreement for the benefit of creditors, or if proceedings in bankruptcy or insolvency are instituted by or against Customer; (iii) entering or offering to enter into a transaction that includes a sale of a substantial portion of its assets or a merger, sale, or exchange of stock or other equity interests that would result in a change in control; or (iv) financial or other condition that could, in HellermannTyton's sole judgment, endanger Customer's ability to perform.
- 7.2. Unless otherwise provided for in a quality manual, or similar document, Customer may only terminate the Agreement upon a material breach by HellermannTyton which remains uncured thirty (30) days after HellermannTyton receives written notice of such breach from Customer. If this Agreement is terminated

prior to the end of a program or project for any reason, in addition to all other contractual, legal, or equitable rights HellermannTyton may have, Customer will, within forty-five (45) days, pay to HellermannTyton: (a) the contract price for all finished Products manufactured prior to termination; (b) the cost of all work in process (based upon the contract price multiplied by percentage completion); and (c) the cost of all raw materials and components purchased by HellermannTyton in connection with the Agreement. In addition to the foregoing, if this Agreement is terminated prior to the end of a program or project absent a material breach by HellermannTyton, Customer will, within forty-five (45) days, also pay to HellermannTyton: (x) all costs anticipated by HellermannTyton to be amortized in the Product piece price over the expected volumes of the Program as reflected in the Quote, without limitation, for research and development, capital equipment, tooling and machinery; and (y) HellermannTyton's costs for settling claims or disputes with its sub-suppliers in connection with equipment, tooling, component parts, raw materials, or services related to the Products. Unless separately agreed in writing by HellermannTyton, HellermannTyton will have no obligation to assist Customer in the transition of production of the Products or similar parts to itself or to another supplier. If Customer terminates this Agreement for any reason other than HellermannTyton's material breach, HellermannTyton will not be obligated to release any of Customer's Tooling (as defined in Section 13) or provide any transition support relating to the supply of the Products to Customer, until Customer makes all required termination payments.

8. FORCE MAJEURE

- 8.1. HellermannTyton will not be liable to Customer for any failure to perform or delay in performance, including without limitation failures or delays in meeting delivery deadlines which would otherwise result in damages or late penalties, due to any cause beyond the reasonable control of HellermannTyton, including acts of God, compliance in good faith with any applicable foreign or domestic government regulation or order regardless of whether it proves to be invalid, fires, floods, windstorms, other natural disasters, riots, wars, embargoes, labor problems at both HellermannTyton's facilities or the facilities of its suppliers (including disputes, strikes, slowdowns, or lockouts), inability to obtain power, components, materials, transportation, or equipment, outbreak of infectious disease, changes in tariffs, tax, trade, or national security-related laws or regulations or similar governmental actions that directly or indirectly increase the cost of providing the Products ("Force Majeure Event"). If, in the exercise of a Force Majeure Event, commercially reasonable efforts to continue performing in connection with this Agreement are possible and result in additional fees, such costs will be borne by Customer, and upon HellermannTyton's request, those additional costs will be paid directly or paid in advance by Customer.
- 8.2. If a Force Majeure Event lasts longer than two (2) months, either party may withdraw from this Agreement.

9. LIMITATION AND EXCLUSION OF LIABILITY

- 9.1. Unless prohibited by mandatory applicable law or as otherwise outlined in this Agreement, HellermannTyton's aggregate liability for any claims and damages arising out of or resulting from (i) this Agreement, (ii) the design, manufacture, delivery, sale, repair, replacement, or use of Products, or (iii) the furnishing of any service, except in the case of HellermannTyton's gross negligence and/or willful and intentional misconduct, will not exceed, the price of the products purchased related to the event of default.
- 9.2. EXCEPT AS CONTAINED IN SECTION 11 OR AS PERMITTED BY MANDATORY APPLICABLE LAW, HELLERMANNTYTON WILL NOT BE LIABLE TO CUSTOMER FOR ANY CLAIMS MADE BY CUSTOMER'S CUSTOMERS OR ANY OTHER THIRD PARTY OR FOR ANY LIQUIDATED, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE, LOSS OF USE OF THE PRODUCTS OR EQUIPMENT, COST OF CAPITAL, PRE-SERIES PARTS, COSTS OF ANY LINE STOPPAGES OR PLANT SHUTDOWNS OR ANY DAMAGES CLAIMED BY CUSTOMER'S CUSTOMERS OR THE THIRD PARTY.

10. INTELLECTUAL PROPERTY

- 10.1. The ownership of all of the intellectual property rights in the Products, including all updates, improvements, and modifications to the Products, including any software created or developed in connection with the Products ("HellermannTyton Intellectual Property"), will vest in HellermannTyton immediately upon their creation, and will be the sole and exclusive property of HellermannTyton. HellermannTyton Intellectual Property includes any technologies developed during any design, development, and testing activity or non-recurring engineering work directly related to the Products supplied pursuant to this Agreement ("Foreground IP") in addition to all HellermannTyton Intellectual Property developed before or independently of the engineering work related to this Agreement ("Background IP"). HellermannTyton Intellectual Property under this Agreement includes any customizations, designs, interfaces, revisions to, or modifications to and for HellermannTyton drawings, designs, specifications, technical and commercial nomenclature, documents, patents, models, hardware or software including algorithms, software, specifications, calibrations, source code, and/or object made in connection with the Products, even if Customer has paid HellermannTyton for such customizations, designs, interfaces, revisions, or modifications. Unless otherwise agreed, Customer does not obtain any legal or equitable right, title, or interest in any of the HellermannTyton Intellectual Property.
- 10.2. Subject to this Agreement and only during the Term, HellermannTyton grants to Customer a non-exclusive, non-transferable, non-sublicensable, royalty-free right and license to HellermannTyton Intellectual Property solely to incorporate such Products purchased from HellermannTyton into Customer's products and manufacture which Customer then sells, offers for sale, or distributes to Customer's customers.
- 10.3. Subject to this Agreement and only during the Term, Customer grants to HellermannTyton a worldwide, non-exclusive, royalty-free, fully paid-up license, with right to sublicense to HellermannTyton's affiliates, to all Customer and third party intellectual property rights necessary for the goods or services that are the subject of HellermannTyton's quote to make, have made, use, reproduce, modify, improve, prepare derivative works of, distribute, display, perform, offer to sell, sell and import the goods or services that are the subject of this Quote.

11. INDEMNIFICATION

- 11.1. Each of HellermannTyton and Customer will defend, indemnify, and hold the other harmless from any claims, suits, proceedings, or actions arising directly out of the gross negligence or willful misconduct of itself or its employees. All liability will be apportioned in relation to the fault of HellermannTyton, Customer, and any other third party which might be liable.
- 11.2. Additionally, and subject to the following exceptions, HellermannTyton shall indemnify and hold Customer harmless against any claim made against Customer by a third-party alleging that the Products infringe the intellectual property of that third-party.
- 11.3. HellermannTyton shall not be liable to indemnify Customer if: (i) Customer does not notify HellermannTyton of any third-party's claim of infringement within thirty (30) days of receipt of such claim; (ii) Customer's ability to defend the claim has been prejudiced by Customer's non-compliance with any of its obligations under this Agreement; (iii) Customer does not give HellermannTyton reasonable assistance and access to documents and information of Customer required by HellermannTyton to defend the claim; (iv) the claim has arisen because of the use of the Products as part of Customer's products developed by Customer and the claim relates to Customer's product as a whole or any other use of the Products in combination with hardware, software, equipment, and materials not supplied by HellermannTyton; (v) the claim has arisen due to HellermannTyton's compliance with Customer's built-to-print instructions and/or drawings and specifications; (vi) the claim has arisen because of the inclusion of standardized technology, including but not limited to 3G, 4G, 5G, LTE, WiFi, USB, Bluetooth, charging protocols, audio codecs, and video codecs requested by Customer for inclusion with the Products; (vii) the claim has arisen because of the inclusion of third-party or open source software specified by Customer; or (viii) Customer does not permit HellermannTyton to have control of the defense of the claim and related settlement negotiations.

12. DATA PRIVACY

- 12.1. HellermannTyton undertakes to protect personally identifiable information (PII) and to treat Customer's data in the strictest confidence. HellermannTyton is responsible for processing certain PII belonging to Customer in accordance with applicable data protection laws and provisions. For more information on how HellermannTyton processes Customer's PII and Customer's rights under data protection laws, please visit HellermannTyton's privacy policy available on HellermannTyton's website.

13. TOOLING

- 13.1. Tooling means tooling, jigs, dies, gauges, molds, fixtures, and patterns required for production of the Products. Tooling that is paid for and maintained by HellermannTyton ("HellermannTyton Tooling") remains the sole property of HellermannTyton. Customer will not have any interest in or right to purchase any property, including HellermannTyton Tooling, owned by HellermannTyton or any other party, even if such HellermannTyton Tooling is used in the production of the Products Customer purchases. HellermannTyton does not transfer any intellectual property rights or know-how in HellermannTyton Tooling to Customer. HellermannTyton Tooling may not be removed from HellermannTyton's facility(ies) without HellermannTyton's written approval.
- 13.2. Tooling that is fully paid for by and meant to service only the Customer shall be agreed upon in writing between the parties in a separate agreement. Unless otherwise agreed, upon termination, expiration, or cancellation of the Agreement for any reason, HellermannTyton will have a lien on and may retain possession of Customer Tooling until HellermannTyton is paid in full for all amounts due from Customer to HellermannTyton. Customer Tooling cannot be moved from HellermannTyton's facility(ies) without HellermannTyton's written approval.

14. PROGRAM INTERRUPTIONS AND CANCELLATIONS

- 14.1. If Customer causes a program or project delay, unplanned plant shutdown, or similar program or project interruption for any reason, Customer will reimburse HellermannTyton for any costs associated with the delay or interruption. If Customer suspends, cancels, or terminates a program or project, has no material requirements for that program or project, or if the supply of parts is otherwise terminated for any reason, any up-front commercial benefits and all unrecovered costs, including labor, design, development and testing, HellermannTyton Tooling or Customer Tooling, and capital costs, will be payable to HellermannTyton by Customer upon HellermannTyton's invoice to Customer.

15. CONFIDENTIALITY

- 15.1. Any and all information (including photographs, samples, models, prototypes) disclosed by or on behalf of HellermannTyton to the Customer or to which Customer is exposed in connection with this Agreement and the supply of Products, including, without limitation, manufacturing methods, procedures, processes, technologies, know-how, trade secrets, formulas, ideas, inventions, drawings, specifications, Product data, designs, software, business plans, marketing plans, business operation information, financial information, pricing information, cost information, strategies, Customer lists, supplier lists, and any representations, compilations, analyses, and summaries of the foregoing ("Confidential Information") will be held by Customer in strict confidence and used solely for the purpose of doing business with HellermannTyton. Customer will restrict access to and limit disclosure of HellermannTyton's Confidential Information to only those of Customer's employees, directors, officers, and advisors with a need to know the information to accomplish the purpose of this Agreement, provided that they have been instructed and are bound not to disclose the Confidential Information or use it for any purpose other than as permitted under this Agreement. Customer will not disclose or transfer any of HellermannTyton's Confidential Information, either directly or indirectly, to any other person or entity without the written consent of HellermannTyton. HellermannTyton will have no obligation to provide any of its non-public financial or other Confidential Information to Customer. In the event of an uncured default or proper request for adequate assurance of

performance, HellermannTyton is required only to produce limited financial or other Confidential Information relevant to the default and ability to perform its obligations in the future and only after mutually agreed upon procedures have been established for review of such information. If the parties enter into a separate confidentiality agreement regarding the business relationship covered by this Agreement, such confidentiality agreement will govern to the extent its terms are inconsistent with this Section 15.

16. CUSTOMER'S CONTRACTS WITH ITS CUSTOMERS

- 16.1. Regardless of whether Customer was directed or suggested to use HellermannTyton for the manufacture of the Products, HellermannTyton is a supplier to Customer only, and unless HellermannTyton has signed a separate agreement with Customer's customer or otherwise expressly agreed in a signed writing, HellermannTyton will not be bound by any terms and conditions or cost sharing programs imposed upon Customer by Customer's customer, regardless of whether HellermannTyton has notice of such terms. Customer will defend, indemnify, and hold HellermannTyton harmless from and against any costs, damages, expenses, or other liabilities related to any commercial issues, warranty, and recall matters between Customer and its customers.

17. DIRECTED RELATIONSHIPS

- 17.1. If Customer directs, recommends, or requests that HellermannTyton use a particular supplier, or requires that HellermannTyton use a component or material produced by a particular supplier (any such supplier being a "Directed Supplier"), Customer and HellermannTyton will agree upon a RASCI chart highlighting the responsibilities of the parties. In the absence of an agreed RASCI chart, HellermannTyton will have no obligation to use such Directed Supplier. Customer is responsible for any additional costs due to the use of a Directed Supplier. Customer will also be fully responsible for the performance of the Directed Supplier and, to the extent requested by HellermannTyton, will resolve all commercial issues, warranty, and recall matters, product liability, or other claims, and production interruptions arising from or related to the components provided by the Directed Supplier directly with the Directed Supplier and will indemnify, defend, and hold HellermannTyton harmless from and against any claims, costs, damages, expenses, or other liabilities related to these issues.
- 17.2. If HellermannTyton is required or directed by Customer to sell to a third party, Customer guarantees fulfillment of all such third party's obligations to HellermannTyton, including full and timely payment. Disputes between Customer and such third party will not alter this obligation. Customer will indemnify and hold HellermannTyton harmless from and against any claims, costs, damages, expenses, or other liabilities associated with sales to the third party.
- 17.3. If HellermannTyton is directed by an OEM customer to sell to Customer, notwithstanding any disputes between Customer and such OEM customer, and without regard to whether Customer has been paid in full by such OEM customer, Customer will fully and timely pay HellermannTyton.

18. REMEDIES

- 18.1. HellermannTyton reserves any and all other rights and remedies available to HellermannTyton under the terms of this Agreement and under applicable law.

19. GLOBAL TRADE LAWS

- 19.1. HellermannTyton and Customer acknowledge and agree that the Products sold hereunder may be subject to import, export, and sanction laws and regulations of the any country where the parties conduct business (collectively referred to as "Global Trade Laws"). Customer will not cause HellermannTyton to violate any Global Trade Laws. Customer also agrees that it will not export or re-export or otherwise transfer any Products or technical data provided hereunder to any country, person, entity, or end-user subject to export controls in any country. Customer specifically agrees not to export or re-export the Products or technical data hereunder (i) to any country or party to which, at the time of the transfer a country where the parties

conduct business has embargoed or restricted the export or re-export of the relevant products or services; (ii) to any end-user who the Customer knows, or has reason to know, will utilize the Products or technical data for any purpose prohibited by applicable Global Trade Laws including, without limitation, in the design, development, or product of nuclear, chemical, or biological weapons; or (iii) to any end-user who has been prohibited from participating in the relevant export transactions by any applicable government authority. HellermannTyton may refuse to enter into or perform any order, and may cancel any order, placed under this Agreement if it determines, in its sole discretion, that entry into or performance of such order would violate any applicable Global Trade Laws or if it cannot secure a legally required permit or clearance for shipment of the Products.

20. COMPLIANCE WITH LAWS

- 20.1. In the performance of the Agreement, Customer will fully comply with all applicable laws, statutes, rules, regulations, conventions, orders, standards, and ordinances, including without limitation, all Global Trade Laws, all applicable anti-corruption laws, as such laws may be amended from time to time.

21. ASSIGNMENT

- 21.1. Customer may not assign this Agreement, in whole or in part, without the prior written consent of HellermannTyton. Any attempted assignment or subcontracting by Customer without such consent will be ineffective and will not relieve Customer of its duties or obligations under this Agreement. In the event of a proper assignment, the Agreement will be binding upon and inure to the benefit of the Customer's successors and assigns.

22. RELATIONSHIP OF THE PARTIES

- 22.1. Customer and HellermannTyton are independent contractors, and nothing contained herein makes either party the agent or legal representative of the other party for any purpose. Neither party has authority to assume or create any obligation on behalf of the other party.

23. GOVERNING LAW, JURISDICTION, AND STATUTE OF LIMITATIONS

- 23.1. If the registered address of HellermannTyton is located in one of the following territories, this Agreement will be interpreted in accordance with the exclusive jurisdiction and laws of the country denoted below without giving effect to any principles of conflicts of law:

Territory	Law	Venue
France	France	
Germany	Germany	
United Kingdom	England and Wales	
United States	Wisconsin	Wisconsin
China	China	
Poland	Poland	

- 23.2. If the registered address of HellermannTyton is located outside of the aforementioned locations, this Agreement shall be interpreted in accordance with the laws of England and Wales, without giving effect to its principles of conflicts of law.

24. AMENDMENTS AND WAIVERS

- 24.1. No amendment or waiver of any provision of the Agreement will be effective unless it is in writing and signed by the party against which enforcement of the amendment or waiver is sought. The failure of HellermannTyton to require performance under any provision of this Agreement will in no way affect HellermannTyton's right to require full performance at any subsequent time, nor will the waiver by

HellermannTyton of a breach of any of the terms and conditions of this Agreement constitute a waiver of any other breach of the same or any other term.

25. SEVERABILITY

- 25.1. If one or more provisions of the Agreement should be or become invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect, and the parties will substitute the invalid or unenforceable provision with a valid provision that as closely as possible achieves the same business purpose as the invalid or unenforceable provision.

26. ENTIRE CONTRACT

- 26.1. This Agreement contains the entire understanding of the parties and is intended as a final expression of their agreement and a complete statement of the terms thereof, and may not be amended, modified, or otherwise supplemented unless any such amendment, modification, or supplementation is done so in writing and explicitly references this Agreement and is signed by both authorized representatives of both parties hereto.