

## Site Terms and Conditions of Use

### 1. User's Acknowledgment and Acceptance of Terms

PEI Genesis, Inc. ("Us" or "We") provides the PEI Genesis site and various related services (collectively, the "site") to you, the user, subject to your compliance with all the terms, conditions, and notices contained or referenced herein (the "Terms of Use"), as well as any other written agreement between us and you. In addition, when using particular services or materials on this site, users will be subject to any posted rules applicable to such services or materials that may contain terms and conditions in addition to those in these Terms of Use. All such guidelines or rules are hereby incorporated by reference into these Terms of Use.

BY USING THIS SITE, YOU AGREE TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT WISH TO BE BOUND BY THE THESE TERMS OF USE, PLEASE EXIT THE SITE NOW. YOUR REMEDY FOR DISSATISFACTION WITH THIS SITE, OR ANY PRODUCTS, SERVICES, CONTENT, OR OTHER INFORMATION AVAILABLE ON OR THROUGH THIS SITE, IS TO STOP USING THE SITE AND/OR THOSE PARTICULAR PRODUCTS OR SERVICES. YOUR AGREEMENT WITH US REGARDING COMPLIANCE WITH THESE TERMS OF USE BECOMES EFFECTIVE IMMEDIATELY UPON THE START OF YOUR USE OF THIS SITE.

We expressly reserve the right to change these Terms of Use from time to time without notice to you. You acknowledge and agree that it is your responsibility to review this site and these Terms of Use from time to time and to familiarize yourself with any modifications. Your continued use of this site after such modifications will constitute acknowledgement of the modified Terms of Use and your agreement to abide and be bound by the modified Terms of Use.

As used in these Terms of Use, references to our "Affiliates" include our owners, subsidiaries, affiliated companies, officers, directors, suppliers, partners, sponsors, and advertisers, and includes (without limitation) all parties involved in creating, producing, and/or delivering this site and/or its contents.

### 2. Description of Services

We make various services available on this site including, but not limited to, assembly of precision connectors and power supplies. From the world's largest global component inventory, we develop engineered solutions that support the military, industrial, medical, aerospace, transportation, and energy sectors. You are responsible for providing, at your own expense, all equipment necessary to use the services, including a computer, modem, and Internet access (including payment of all fees associated with such access).

We reserve the sole right to either modify or discontinue the site, including any of the site's features, at any time with or without notice to you. We will not be liable to you or any third party should we exercise such right. Any new features that augment or enhance the then-current services on this site will also be subject to these Terms of Use.

### 3. Registration Data and Privacy

In order to access some of the services on this site, you will be required to use an account and password that can be obtained by completing our online registration form, which requests certain information and data ("Registration Data"), and maintaining and updating your Registration Data as required. By

registering, you agree that all information provided in the Registration Data is true and accurate and that you will maintain and update this information as required in order to keep it current, complete, and accurate.

You also grant us the right to disclose to third parties certain Registration Data about you. The information we obtain through your use of this site, including your Registration Data, is subject to our Privacy Policy, which is specifically incorporated by reference into these Terms of Use.

#### **4. Conduct on Site**

Your use of the site is subject to all applicable laws and regulations, and you are solely responsible for the substance of your communications through the site. By posting information in or otherwise using any communications service, chat room, message board, newsgroup, software library, or other interactive service that may be available to you on or through this site, you agree that you will not upload, share, post, or otherwise distribute or facilitate distribution of any content -- including text, communications, software, images, sounds, data, or other information -- that:

- a. is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, contains explicit or graphic descriptions or accounts of sexual acts (including, but not limited to, sexual language of a violent or threatening nature directed at another individual or group of individuals), or otherwise violates our rules or policies;
- b. victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
- c. infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party;
- d. constitutes unauthorized or unsolicited advertising, junk or bulk email (also known as "spamming"), chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling;
- e. contains software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third party; or
- f. impersonates any person or entity, including any of our employees or representatives.

We neither endorse nor assume any liability for the contents of any material uploaded or submitted by third party users of the site. We generally do not pre-screen, monitor, or edit the content posted by users of communications services, chat rooms, message boards, newsgroups, software libraries, or other interactive services that may be available on or through this site. However, we and our agents have the right at their sole discretion to remove any content that, in our judgment, does not comply with these Terms of Use and any other rules of user conduct for our site, or is otherwise harmful, objectionable, or inaccurate. We are not responsible for any failure or delay in removing such content. You hereby consent to such removal and waive any claim against us arising out of such removal of content. See "Use of Your Materials" below for a description of the procedures to be followed in the event that any party believes that content posted on this site infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party.

In addition, you may not use your account to breach the security of another account or attempt to gain unauthorized access to another network or server. Not all areas of the site may be available to you or other authorized users of the site. You will not interfere with anyone else's use and enjoyment of the site or other similar services. Users who violate systems or network security may incur criminal or civil liability.

You agree that we may at any time, and at our sole discretion, terminate your membership, account, or other affiliation with our site without prior notice to you for violating any of the above provisions. In addition, you acknowledge that we will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in investigating suspected criminal violations.

## **5. Third Party Sites and Information**

This site may link you to other sites on the Internet or otherwise include references to information, documents, software, materials and/or services provided by other parties. These sites may contain information or material that some people may find inappropriate or offensive. These other sites and parties are not under our control, and you acknowledge that we are not responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of the content of such sites, nor are we responsible for errors or omissions in any references to other parties or their products and services. The inclusion of such a link or reference is provided merely as a convenience and does not imply endorsement of, or association with, the site or party by us, or any warranty of any kind, either express or implied.

## **6. Intellectual Property Information**

For purposes of these Terms of Use, "content" is defined as any information, data, communications, software, photos, video, graphics, music, sounds, and other material and services that can be viewed or otherwise perceived by users on our site. This includes message boards, chat, and other original content. By accepting these Terms of Use, you acknowledge and agree that all content presented to you on this site is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws, and is the sole property of PEI Genesis, Inc. and/or its Affiliates. You are only permitted to use the content as expressly authorized by us or the specific content provider. Except for a single copy made for personal use only, you may not copy, reproduce, modify, republish, upload, post, transmit, or distribute any documents or information from this site in any form or by any means without prior written permission from us or the specific content provider, and you are solely responsible for obtaining permission before reusing any copyrighted material that is available on this site. Any unauthorized use of the materials appearing on this site may violate copyright, trademark and other applicable laws and could result in criminal or civil penalties.

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## 7. Unauthorized Use of Materials

Subject to our [Privacy Policy](#), any communication or material that you transmit to this site or to us, whether by electronic mail, post, or other means, for any reason, will be treated as nonconfidential and non-proprietary. While you retain all rights in such communications or material, you grant us and our agents and affiliates a non-exclusive, paid-up, perpetual, and worldwide right to copy, distribute, display, perform, publish, translate, adapt, modify, and otherwise use such material for any purpose regardless of the form or medium (now known or not currently known) in which it is used.

Please do not submit confidential or proprietary information to us unless we have mutually agreed in writing otherwise. We are also unable to accept your unsolicited ideas or proposals, so please do not submit them to us under any circumstances.

We respect the intellectual property of others, and we ask you to do the same. If you or any user of this site believes its copyright, trademark or other property rights have been infringed by a posting on this site, you or the user should send notification to our Designated Agent (as identified below) immediately. To be effective, the notification must be in writing and contain the following information:

1. An electronic or physical signature of the person authorized to act on behalf of the copyright owner;
2. A description of the copyrighted work that you claim has been infringed;
3. A description of where the material that you claim is infringing is located on our site that is reasonably sufficient to enable us to identify and find the material;
4. Your name, address, telephone number, and email address;
5. A statement by you that you have a good faith belief that the use in question is not authorized by the copyright owner, its agent or the law; and
6. A statement by you that the information in your notice is accurate and, under penalty of perjury, that you are either the copyright owner or you are authorized to act on behalf of the copyright owner.

This notice should be sent to [dmca@peigenesis.com](mailto:dmca@peigenesis.com), or to the following address:

Designated Agent for Claimed Infringement  
PEI Genesis Inc.  
2180 Hornig Road  
Philadelphia, PA 19116-4289  
Phone: 800-675-1214

Emails sent to [dmca@peigenesis.com](mailto:dmca@peigenesis.com) for purposes other than communication about copyright infringement may not be answered.

Once we receive proper notice of claimed infringement under the DMCA, we will respond promptly to remove the material claimed to be infringing and will follow the procedures specified in the DMCA to resolve the claim by the person who sent us the notice.

If you believe that your content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or under the law, to post and use the material in your content, you may send a counter-notice containing the following information to the PEI Genesis Designated Agent: (i) your physical or electronic signature; (ii) identification of the content that was removed or to which access was disabled and the location at which the content appeared before it was removed or disabled; (iii) a statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and (iv) your name, address, telephone number, and email address, a statement that you consent to the jurisdiction of the federal court in Philadelphia, Pennsylvania, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the PEI Genesis Designated Agent, we may send a copy of the counternotice to the original complaining party telling them that it may replace the removed content or stop disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, in our sole discretion.

## **8. Disclaimer of Warranties**

ALL MATERIALS AND SERVICES ON THIS SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANTY OF NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY THAT (A) THE SERVICES AND MATERIALS WILL MEET YOUR REQUIREMENTS, (B) THE SERVICES AND MATERIALS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR MATERIALS WILL BE EFFECTIVE, ACCURATE OR RELIABLE, OR (D) THE QUALITY OF ANY PRODUCTS, SERVICES, OR INFORMATION PURCHASED OR OBTAINED BY YOU FROM THE SITE FROM US OR OUR AFFILIATES WILL MEET YOUR EXPECTATIONS OR BE FREE FROM MISTAKES, ERRORS OR DEFECTS.

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Through your use of the site, you may have the opportunities to engage in commercial transactions with other users and vendors. You acknowledge that all transactions relating to any merchandise or services offered by any party, including, but not limited to, the purchase terms, payment terms, warranties,

guarantees, maintenance and delivery terms relating to such transactions, are agreed to solely between the seller or purchaser of such merchandise and services and you. WE MAKE NO WARRANTY REGARDING ANY TRANSACTIONS EXECUTED THROUGH, OR IN CONNECTION WITH THIS SITE, AND YOU UNDERSTAND AND AGREE THAT SUCH TRANSACTIONS ARE CONDUCTED ENTIRELY AT YOUR OWN RISK. ANY WARRANTY THAT IS PROVIDED IN CONNECTION WITH ANY PRODUCTS, SERVICES, MATERIALS, OR INFORMATION AVAILABLE ON OR THROUGH THIS SITE FROM A THIRD PARTY IS PROVIDED SOLELY BY SUCH THIRD PARTY, AND NOT BY US OR ANY OF OUR AFFILIATES.

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You understand and agree that temporary interruptions of the services available through this site may occur as normal events. You further understand and agree that we have no control over third party networks you may access in the course of the use of this site, and therefore, delays and disruption of other network transmissions are completely beyond our control.

You understand and agree that the services available on this site are provided "AS IS" and that we assume no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings.

SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

## **9. Limitation of Liability**

IN NO EVENT WILL WE OR OUR AFFILIATES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THOSE RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THIS SITE OR OF ANY WEBSITE REFERENCED OR LINKED TO FROM THIS SITE.

FURTHER, WE WILL NOT BE LIABLE IN ANY WAY FOR THIRD PARTY GOODS AND SERVICES OFFERED THROUGH THIS SITE OR FOR ASSISTANCE IN CONDUCTING COMMERCIAL TRANSACTIONS THROUGH THIS SITE, INCLUDING, BUT NOT LIMITED TO, THE PROCESSING OF ORDERS.

SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

## **10. Indemnification**

Upon request by us, you agree to defend, indemnify, and hold us and our Affiliates harmless from all liabilities, claims, and expenses, including reasonable attorney's fees that arise from your use or misuse of this site. We reserve the right, at our own expense, to assume the exclusive defense and control of

any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

## **11. Security and Password**

You are solely responsible for maintaining the confidentiality of your password, UserID and account information and for any and all statements made and acts or omissions that occur through the use of your password, UserID and account information. Therefore, you must take steps to ensure that others do not gain access to your password, UserID and account information. Our personnel will never ask you for your password. You may not transfer or share your account with anyone, and we reserve the right to immediately terminate your account if you do transfer or share your account.

## **12. Participation in Promotions**

From time to time, this site may include advertisements offered by third parties. You may enter into correspondence with or participate in promotions of the advertisers showing their products on this site. Any such correspondence or promotions, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties or representations associated with such correspondence or promotions, are solely between you and the advertiser. We assume no liability, obligation or responsibility for any part of any such correspondence or promotions.

## **13. E-mail, Messaging, Blogging, and Chat Services**

We may make email, messaging, blogging, or chat services (collectively, "Communications") available to users of our site, either directly or through a third-party provider. We may make available separate supplemental agreements characterizing the relationship between you and us that, except where expressly noted or contradictory, includes these Terms of Use.

We will not inspect or disclose the contents of private Communications except with the consent of the sender or the recipient, or in the narrowly-defined situations provided under the Electronic Communications Privacy Act, or as otherwise required by law or by court or governmental order. Further information is available in our [Privacy Policy](#).

We may employ automated monitoring devices or techniques to protect our users from mass unsolicited communications (also known as "spam") and/or other types of electronic communications that we deem inconsistent with our business purposes. However, such devices and techniques are not perfect, and we will not be responsible for any legitimate communication that is blocked, or for any unsolicited communication that is not blocked.

Mailboxes may have a limited storage capacity. If you exceed the maximum permitted storage space, we may employ automated devices that delete or block email messages that exceed the limit. We will not be responsible for such deleted or blocked messages or for your failure to receive them or inability to access them.

## **14. International Use**

Although this site may be accessible worldwide, we make no representation that materials on this site are appropriate or available for use in locations outside the United States, and accessing them from territories where their contents are illegal is prohibited. Those who choose to access this site from other

locations do so on their own initiative and are responsible for compliance with local laws. Any offer for any product, service, and/or information made in connection with this site is void where prohibited.

## **15. Termination of Use**

You agree that we may, in our sole discretion, terminate or suspend your access to all or part of the site with or without notice and for any reason, including, but not limited to, breach of these Terms of Use. Any suspected fraudulent, abusive or illegal activity may be grounds for terminating your relationship and may be referred to appropriate law enforcement authorities.

Upon termination or suspension, regardless of the reasons therefore, your right to use the services available on this site immediately ceases, and you acknowledge and agree that we may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or this site. We will not be liable to you or any third party for any claims or damages arising out of any termination or suspension or any other actions taken by us in connection with such termination or suspension.

## **16. Governing Law**

This site (excluding any linked sites) is controlled by us from our offices within the Pennsylvania, United States of America. It can be accessed from all 50 states, as well as from other countries around the world. As each of these places has laws that may differ from those of Pennsylvania, by accessing this site both of us agree that Pennsylvania law will apply to all matters relating to the use of this site and the purchase of products and services available through this site, without regard to any conflicts of laws principles and/or the United Nations Convention on the International Sales of Goods. By using or accessing our site, you agree that any claim between you and us arising out of or relating to your use of our site or this Privacy Policy will be filed only in the state or federal courts located in Philadelphia County, Pennsylvania, and you consent and submit to the personal jurisdiction of these courts for the purpose of litigating any such action.

## **17. Notices**

All notices to a party will be in writing and will be made either via email or conventional mail. Notices to us must be sent to the attention of Customer Service at [president@peigenesis.com](mailto:president@peigenesis.com), if by email, or at PEI Genesis, Inc. 2180 Hornig Road, Philadelphia, PA 19116, if by conventional mail. Notices to you may be sent to the address that you supplied as part of your Registration Data. In addition, we may broadcast notices or messages through the site to inform you of changes to the site or other matters of importance, and such broadcasts will constitute notice to you at the time they are sent.

## **18. Entire Agreement**

These Terms and Conditions of Use constitute the entire agreement and understanding between us concerning the subject matter of this agreement and supersede all prior agreements and understandings of the parties with respect to that subject matter. These Terms of Use may not be altered, supplemented, or amended by the use of any other document(s). Any attempt to alter, supplement or amend these Terms of Use or to place an order for products or services which are subject to additional or altered terms and conditions will be null and void, unless otherwise agreed to in a



written agreement signed by you and us. To the extent that anything in or associated with this site is in conflict or inconsistent with these Terms of Use, these Terms of Use will take precedence.

## **19. Miscellaneous**

In any action to enforce these Terms of Use, the prevailing party will be entitled to costs and reasonable attorneys' fees. Any cause of action brought by you against us or our Affiliates must be instituted within one year after the cause of action arises or be deemed forever waived and barred.

You may not assign your rights and obligations under these Terms of Use to any party, and any purported attempt to do so will be null and void. We may freely assign our rights and obligations under these Terms of Use.

You agree not to sell, resell, reproduce, duplicate, copy or use for any commercial purposes any portion of this site, or any use of or access to this site.

In addition to any excuse provided by applicable law, we will be excused from liability for non-delivery or delay in delivery of products and services available through our site arising from any event beyond our reasonable control, whether or not foreseeable by either party, including, but not limited to, labor disturbance, war, fire, accident, adverse weather, inability to secure transportation, governmental act or regulation, and other causes or events beyond our reasonable control, whether or not similar to those which are enumerated above.

If any part of these Terms of Use is held invalid or unenforceable, that portion will be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions will remain in full force and effect.

Any failure by us to enforce or exercise any provision of these Terms of Use or related rights will not constitute a waiver of that right or provision.

## **20. Contact Information**

Except as explicitly noted on this site, the services available through this site are offered by PEI Genesis, Inc. located at 2180 Hornig Road, Philadelphia, PA 19116. Our telephone number is (215) 673-0400. If you notice that any user is violating these Terms of Use, please contact us at [president@peigenesis.com](mailto:president@peigenesis.com).

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## **Terms and Conditions of Sale**

### **1. Sale and Purchase of Goods**

PEI Genesis, Inc. ("Seller") hereby agrees to sell, and You ("Buyer") hereby agree to purchase, goods of the description and quantity described on the checkout window ("Checkout") and incorporated herein by this reference ("Goods") on the terms and conditions set forth in this Agreement.

## **2. Purchase Price**

Buyer agrees to pay the Purchase Price of the Goods as posted on this site.

## **3. Payment Terms**

The total amount of the Purchase Price will be payable in full by Buyer according to the payment due date stated at Checkout. Any portion of the Purchase Price unpaid after thirty (30) days will be considered overdue. All amounts past due are subject to a late charge equal to the lesser of one and one-half percent (1 1/2%) per month (being eighteen percent (18%) per annum) or the highest rate permitted by applicable law. In addition, Seller will have the right to pursue any remedies available at law or as provided herein and will be entitled to reimbursement from Buyer for Seller's costs of collection, including reasonable attorney fees, legal fees and costs and disbursements.

## **4. Delivery**

Unless otherwise agreed in writing, delivery will be made in accordance with Seller's shipping policy in effect on the date of shipment. Delivery dates provided by Seller are estimates only. Seller will make reasonable efforts to deliver in accordance with such dates; however, Seller will not be liable for failure to deliver as estimated. Unless otherwise agreed in writing by Seller, Goods will be packaged according to Seller's standards and practices.

## **5. Limited Warranty**

Seller supplies as its sole warranty the following:

Seller offers a quality guarantee on its Goods. If you notice a defect in the Goods that you receive, please contact us.

The warranty will last for ten (10) days from delivery of the order.

The warranties set forth herein will be governed by Seller's warranty policies in effect on the date of shipment.

## **6. Disclaimer of Warranty/Limitation of Liability**

Except as expressly set forth in this Agreement, SELLER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY OF NON-INFRINGEMENT.

SELLER (INCLUDING ITS SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUBCONTRACTORS, ALL OF WHICH ARE REFERRED TO HEREIN COLLECTIVELY AS THE "SELLER AFFILIATES") WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCE TO BUYER OR ANY OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, INCIDENTAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GOODS OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS, LOSS OF THE GOODS OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE OR REPLACEMENT EQUIPMENT, FACILITIES OR SERVICES, DOWN TIME, BUYER'S TIME, LOST DATA, INJURY TO PROPERTY OR ANY DAMAGES OR SUMS PAID BY BUYER TO THIRD

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IN NO EVENT WILL SELLER OR ANY SELLER AFFILIATE BE LIABLE TO BUYER OR ANY OTHER PARTY FOR LOSS, DAMAGE OR INJURY OF ANY KIND OR NATURE ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND CONDITIONS IN EXCESS OF THE NET PURCHASE PRICE OF THE GOODS ACTUALLY DELIVERED TO AND PAID FOR BY BUYER HEREUNDER.

SELLER DISCLAIMS ANY WARRANTIES OF NON-INFRINGEMENT WITH RESPECT TO THE GOODS AND NEITHER SELLER NOR ANY SELLER AFFILIATE WILL HAVE ANY DUTY TO DEFEND, INDEMNIFY OR HOLD HARMLESS BUYER FROM OR AGAINST ANY OR ALL DAMAGES OR COSTS INCURRED BY BUYER ARISING FROM THE INFRINGEMENT OF PATENTS OR TRADEMARKS OR VIOLATION OF COPYRIGHTS BY ANY OF THE GOODS.

## **7. Force Majeure**

Seller will not be held responsible for any failure of performance to make timely delivery of all or any part of the Goods if such failure was due, in whole or in part, to acts of God, acts of a public enemy, acts of terrorism, insurrections, riots, injunctions, embargoes, explosions, floods, labor disputes, accidents, epidemics, failures or breakdowns of necessary components, subcontractor or supplier delays, Buyer's delays, federal, provincial or municipal action, statute, ordinance or regulation, strike or other labor trouble, fire or other damage to or destruction of, in whole or in part, the Goods or the manufacturing facility for the Goods, the lack of or inability to obtain raw materials, labor, fuel, electrical power, water or supplies, or any other cause, contingency or circumstances not subject to the reasonable control of Seller, which cause delays or hinders the manufacture or delivery of Goods. Seller will determine in good faith the extent to which it can reasonably control a cause, contingency, or circumstance that affects the performance of its obligations.

## **8. General**

Buyer may not assign this Agreement without Seller's prior written consent. Seller is the sole intended beneficiary of this Agreement. If there is any inconsistency between this Agreement and any other agreement included with or relating to the Goods, this Agreement will govern. This Agreement may not be modified, altered or amended without the written agreement of Seller. Any additional or altered terms attached to any order submitted by Buyer will be null and void, unless expressly agreed to in writing by an authorized representative of Seller. If any term of this Agreement is illegal or unenforceable, the legality and enforceability of the remaining provisions will not be affected or impaired. This Agreement will be interpreted under the laws of the Commonwealth of Pennsylvania, without regard to any conflicts of laws principles and/or the United Nations Convention on the International Sales of Goods. Any claim between Buyer and Seller may only be filed only in the state or federal courts located in Philadelphia County, Pennsylvania. Buyer consents and submits to the personal jurisdiction of such courts for the purpose of litigating any such action.