



These **INEOS Automotive Americas Terms and Conditions for the Provision of Goods and Services** (the "**Terms**") are incorporated into the applicable Ordering Document (defined below) entered into by and between the Supplier named in the applicable Ordering Document ("**Supplier**"), and INEOS Automotive Americas, LLC ("**Customer**").

Acceptance of the Ordering Document by the Supplier shall take place when it is expressly accepted or by any other conduct of the Supplier which INEOS reasonably considers is consistent with acceptance of the Order Document. The Terms shall be effective as of the date of acceptance by the Supplier and such date shall be the "**Effective Date**".

Supplier shall provide to Customer the goods (the "**Goods**") and services (the "**Services**") set forth in each applicable order form, statement of work, purchase order or similar document which (i) sets forth the commercial terms between the parties, and (ii) is signed by representatives of both parties (each an "**Ordering Document**"). In the event of conflict between the terms of any Ordering Document and the terms of these Terms, these Terms shall control and prevail.

1. Goods. The following terms shall apply to the provision of Goods by Supplier:

1.1 Shipping, Billing, and Certification.

(a) The Supplier shall:

(i) properly pack, mark and ship Goods in accordance with any requirements agreed in writing with Customer and with relevant carriers in a manner to secure lowest transportation cost;

(ii) route shipments in accordance with instructions from Customer (whether included in the Ordering Document or otherwise);

(iii) make no charge for: (1) handling, packaging, storing or transporting Goods; (2) protective packaging; (3) material; (4) delivery of Goods to various plants in special racks/different container types; or (5) re-assignment of any type of container unless otherwise stated in the Ordering Document; and (6) promptly provide the bill of lading or other shipping receipt for each shipment to Customer.

(b) The Supplier shall include correct identification of the Goods shipped and any applicable carrier's requirements on bills of lading or other shipping receipts. The marks on each package and identification of the Goods on packing slips, bills of lading and invoices shall be sufficient to enable Customer to easily identify the Goods contained therein.

(c) The Supplier shall provide Customer with sufficient warning and notice in writing (including appropriate labels on Goods, containers and packing) of any hazardous material which is a raw material in, or a part of, any of the Goods, together with such special handling instructions as may be necessary to advise carriers, Customer, and their respective employees, of how to exercise that measure of care and precaution which will best prevent bodily injury or property damage in the handling, transportation, processing, use, or disposal of the Goods, containers and packing shipped to Customer.

(d) The Supplier shall apply an effective batch coding system to each Good supplied pursuant to these Terms.

(e) If requested by Customer from time to time, the Supplier shall promptly provide to Customer:

(i) a list of all raw materials, substances, components or parts in the Goods;

(ii) the amount of all such raw materials, substances, components or parts; and

(iii) information concerning any changes in or additions to such raw materials, substances, components or parts, in each case in such form and detail as Customer may direct.

1.2 Delivery and Title.

(a) Supplier shall deliver the Goods at the delivery location set out in the Ordering Document or expressly agreed between the Parties in accordance with either: (i) FCA Incoterms® 2010; or (ii) DAP Incoterms® 2010, as specified in the Ordering Document and the applicable terms shall, unless otherwise expressly agreed by the Parties, be incorporated into the Ordering Document save to the extent inconsistent with these Terms', or the Ordering Document's, express terms.

(b) Supplier shall procure that title to each Good passes to Customer free from liens and encumbrances upon collection by, or on behalf of, Customer at the delivery location set out in the Ordering Document.

(c) Supplier shall deliver the Goods at the dates and times set out in the Ordering Document or Detailed Timing Plan (as applicable) or expressly agreed between the Parties. d. If Customer requests delivery of: i. any Goods at a date or time earlier than the date or time set out in the Ordering Document or Detailed Timing Plan (as applicable) or expressly agreed between the Parties; or ii. a greater quantity of any Good than set



out in the Ordering Document, then the Supplier shall use reasonable endeavors to perform delivery of the relevant Goods at such earlier date or time or supply such greater quantity of the relevant Good.

(d) Timely delivery of Goods in accordance with these Terms is a material condition of these Terms. If the delivery dates or times as set out in the Ordering Document or expressly agreed between the Parties cannot be met, then the Supplier shall promptly: (i) notify Customer of such fact; and (ii) provide Customer with all relevant information in respect of the relevant failure to meet delivery dates or times and the mitigating actions the Supplier proposes to take (including the cause of such failure to meet delivery dates or times, maximum production capacity planned & actual output quantities, reviewed alternative production options (including any risks), deliverable alternative parts, options for lot splitting and partial deliveries, options for reducing the transportation time using special transports, any backlog reduction plans and process analysis / bottleneck process analysis), and Customer may require the Supplier to accelerate delivery of the relevant Goods at the Supplier's sole risk and expense. The Supplier acknowledges that failure to deliver in accordance with each delivery schedule set forth in the Ordering Document may result in Customer suffering loss of profits and other direct, indirect, incidental or consequential losses, costs, and expenses (including losses and damages relating to and arising out of incremental cost of labor, transportation, production changes and storage) and all such losses, costs and expenses are now agreed to be within the Parties' contemplation as the probable result of any such failure by the Supplier.

(e) Customer may return all or any part of any over-shipment of Goods to the Supplier at the Supplier's own risk and the Supplier shall pay to Customer such amount as will reimburse Customer for any costs incurred in connection with such return shipments.

1.3 Representations and Warranties Related to Goods.

(a) At the time of delivery of any Good, the Supplier shall be deemed hereby to warrant that:

(i) such Good conforms to the design, specification, engineering level and/or drawings (including as demonstrated by samples or descriptions) for the relevant Good as provided by Customer to the Supplier, or as otherwise expressly approved by Customer, in each case from time to time (the "Specification") and is of satisfactory quality, of good material and workmanship and free from defects in material and workmanship;

(ii) such Good conforms to these Terms and the Ordering Document and to all applicable safety requirements; and

(iii) it knows of Customer's intended use of such Good and expressly warrants that such Good is fit and sufficient for the particular purposes intended by Customer.

(b) Any Good (or part thereof) repaired, modified or reinstated by the Supplier in accordance with Section 1.4(f), or any replacement Good, shall be deemed to be warranted by the Supplier in accordance with Section 1.3(a) on the date on which the relevant Good is replaced, repaired, modified or reinstated such that it conforms with the terms of these Terms (including the Specification) and the Ordering Document and, if applicable, delivered to Customer in accordance with these Terms and the Ordering Document.

1.4 Non-conforming Goods.

(a) The Supplier shall immediately notify Customer, and Customer may notify the Supplier, upon becoming aware of a potential safety or quality issue in respect of the Supply of the Goods.

(b) If, in Customer's reasonable opinion, any Good does not conform with the term of these Terms or the Specification (such Goods being "Non-conforming Goods"), then Customer shall notify the Supplier as soon as is reasonably practicable after discovering such suspected nonconformity. The Supplier may (at its own expense) inspect the relevant Good within ten (10) Business Days of the relevant notice from Customer under this Section 1.4(b) and Customer shall permit the Supplier to carry out any such inspection.

(c) If the Supplier is subject to any process disruption or a notice is given under Section 1.4(a), then the Supplier shall, no later than ten (10) Business Days after becoming aware of the relevant disruption or the relevant notice being given, provide to Customer an '8D Report' including: (i) the isolation and marking of (potentially) defect parts (at its premises and at relevant Customer facilities) and how it is ensured, that no potentially defect parts are further used; (ii) the initiation of immediate actions to ensure deliveries to Customer; (iii) the analysis of the root causes of the defect; (iv) the initiation of improvement measures; and (v) the evaluation of such measures' effectiveness.

(d) The Supplier shall report to Customer any immediate actions taken by the Supplier in respect of any process disruption or notice given under Section 1.4(a) no later than twenty-four (24) hours after the relevant action.

(e) Payment for any Non-conforming Good shall not: (i) constitute an acceptance thereof or a waiver of any claims in respect thereof; (ii) limit or impair Customer's right to assert any legal or equitable remedy in respect thereof; or (iii) relieve the Supplier's responsibility for latent defects in respect thereof.

(f) If any Good is a Non-conforming Good, then Customer may request that the Supplier replaces, repairs, modifies or reinstates, in each case at the Supplier's expense, the relevant Good, and the Supplier shall replace, repair, modify or reinstate (as applicable) the relevant Good, so that it conforms with the terms of these Terms and the applicable Specification and the Ordering Document and the due date for payment of any



invoice in respect of the relevant Good shall be the date that is forty-five (45) days after the date on which the relevant Good is replaced, repaired, modified or reinstated such that it conforms with these Terms and the applicable and the applicable Specification and the Ordering Document and, if applicable, delivered to Customer in accordance with these Terms and the Ordering Document.

(g) If, in Customer's reasonable opinion: (i) the relevant Non-conforming Good cannot be repaired, replaced, modified or reinstated, such that it conforms with these Terms and the applicable Specification and the Ordering Document, within a reasonable period; (ii) the Supplier fails to replace, repair, modify or reinstate the relevant Non-conforming Good within a reasonable period; or (iii) any replacement, repair, modification or reinstatement of the relevant Non-conforming Good may cause disruption to Customer's operations, then Customer may: (y) return the Non-conforming Good to the Supplier at the Supplier's risk, following which the Supplier shall pay to Customer such amount as will reimburse Customer in full for the relevant Non-conforming Good and any costs incurred by Customer in returning the relevant Non-conforming Good; or (z) carry out, or procure that a third party carries out, such works as may be necessary to make the relevant Nonconforming Good conform with these Terms and the applicable Specification and the Ordering Document and the Supplier shall pay to Customer such amount as will reimburse Customer in full for the costs and expenses incurred by Customer in carrying out, or engaging a third party to carry out, such works, and Customer may refuse to accept any further deliveries or instalments of the Goods or any part thereof.

2. Services. The following terms shall apply to the provision of Services by Supplier. Supplier shall provide the Services (a) in accordance with the terms and subject to the conditions set forth in these Terms and each applicable Ordering Document; (b) using personnel of required skill, experience, licenses, and qualifications; (c) in a timely, workmanlike, and professional manner; (d) in accordance with generally recognized industry standards in Supplier's field; and (e) to the satisfaction of Customer. Supplier shall comply with applicable, Customer rules, regulations, and policies when providing the Services, including, but not limited to, Customer's information security and privacy policies and Customer's on-premises and event safety policies. Nothing in these Terms shall be construed to prevent Customer from itself performing or from receiving services from other providers that are similar or identical to the Services. In the event that any of the Services are not performed to Customer's reasonable satisfaction, Supplier shall, at Customer's option and without limiting Customer's other available remedies, (i) promptly reperform the Services, or (ii) reimburse Customer for the costs associated with procuring replacement Services.

3. Subcontractors. Supplier shall obtain Customer's written consent prior to entering into agreements with or otherwise engaging any person or entity, including all subcontractors and affiliates of Supplier, other than Supplier's employees, to provide any Goods or Services to Customer (each such approved subcontractor or other third party, a "Permitted Subcontractor"). Customer's approval shall not relieve Supplier of its obligations under these Terms, and Supplier shall remain fully responsible for the performance of each such Permitted Subcontractor and its employees and for their compliance with all of the terms and conditions of these Terms as if they were Supplier's own employees. Nothing contained in these Terms shall create any contractual relationship between Customer and any Supplier subcontractor or supplier. Supplier shall require each Permitted Subcontractor to be bound in writing by the confidentiality provisions of these Terms, and, upon Customer's written request, to enter into a non-disclosure or intellectual property assignment or license agreement in a form that is reasonably satisfactory to Customer.

4. Maintenance of Records; Audits. Supplier shall maintain complete and accurate records relating to the provision of the Goods and Services under these Terms, including records of the time spent and materials used by Supplier in providing the Goods and Services in such form as Customer shall approve. During the Term and for a period of two years thereafter, upon Customer's written request, Supplier shall allow Customer to inspect and make copies of such records and interview Supplier personnel in connection with the provision of the Goods and Services

5. Equipment Maintenance. Supplier shall (i) ensure that all of its equipment used in the provision of the Goods and Services is in good working order and suitable for the purposes for which it is used, and conforms to all relevant legal standards and standards specified by the Customer; and (ii) keep and maintain any Customer equipment in its possession in good working order and shall not dispose of or use such equipment other than in accordance with the Customer's written instructions or authorization.

6. Change Orders. Customer may at any time, by written instructions issued to Supplier (each a "Change Order"), order changes to the Goods or Services. Supplier shall within ten (10) business days of receipt of a Change Order submit to Customer a firm cost proposal in writing for the Change Order. If Customer accepts such cost proposal, Supplier shall proceed with the changed goods or services subject to the cost proposal and these Terms. Supplier acknowledges that a Change Order may or may not entitle Supplier to an adjustment in Supplier's compensation or the performance deadlines under these Terms or the applicable Ordering Document.

7. Payment Terms. Customer shall reimburse Supplier only for expenses that have been pre-approved in writing by Customer, within forty-five (45) days of receipt by Customer of Supplier's invoice, which shall be accompanied by applicable receipts and supporting documentation and conform to the requirements of Customer's then-standard expense reimbursement policy.

8. Intellectual Property. All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how, and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "**Intellectual Property Rights**") in and to all documents, work product and other materials that are delivered to Customer under these Terms or prepared by or on behalf of Supplier in the course of providing the Goods and Services (collectively, the "Deliverables") shall be owned exclusively by Customer. Supplier agrees, and shall cause its employees (collectively, "Supplier Personnel") to agree, that with respect to any Deliverables that may qualify as "work made for hire" as defined in 17 U.S.C. § 101, such Deliverables are hereby deemed a "work made for hire" for Customer. To the extent that any of the Deliverables do not constitute a "work made for hire," Supplier hereby irrevocably assigns, and shall cause the Supplier Personnel to irrevocably assign to Customer, in each case without additional consideration, all right, title, and interest throughout the world in and to the Deliverables, including all Intellectual Property Rights therein. Supplier shall cause Supplier Personnel to irrevocably waive, to the extent permitted by applicable law, any and all claims such Supplier Personnel may now or hereafter have in any jurisdiction to so-called "moral rights" or rights of droit moral with respect to the Deliverables.



9. **Confidentiality.** All non-public, confidential or proprietary information of Customer ("**Confidential Information**"), including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations (including manufacturing operations), customer lists, pricing, discounts, rebates, or other financial, technical, or commercial information disclosed by Customer to Supplier, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, or otherwise learned by Supplier in providing goods or services, and whether or not marked, designated, or otherwise identified as "confidential," in connection with these Terms is confidential, solely for Supplier's use in performing these Terms and may not be disclosed or copied unless authorized by Customer in writing. Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Supplier's breach of these Terms; (b) is obtained by Supplier on a non-confidential basis from a third-party that was not legally or contractually restricted from disclosing such information; (c) Supplier establishes by documentary evidence, was in Supplier's possession prior to Customer's disclosure hereunder; or (d) was or is independently developed by Supplier without using any Confidential Information. Upon Customer's request, Supplier shall promptly return all documents and other materials received from Customer. Customer shall be entitled to injunctive relief for any violation of this Section 9. In the event that Supplier is required by law, according to advice of counsel, to disclose Confidential Information, Supplier shall provide Customer with prompt prior notice of such pending disclosure so that Customer may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of these Terms. Supplier shall cooperate with any attempts by Customer to obtain such protective order or other appropriate remedy. In the absence of a protective order or a receipt of a waiver, Supplier agrees to furnish only that portion of the Confidential Information that it is legally required to disclose, and such disclosure shall not be a breach of these Terms.

10. **Term.** These Terms shall commence as of the Effective Date and shall continue thereafter until terminated pursuant to Section 11 of these Terms (the "**Term**").

11. **Termination.** Either party may terminate these Terms, effective upon written notice to the other party (the "**Defaulting Party**"), if the Defaulting Party: (a) materially breaches these Terms, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach; (b) becomes insolvent or admits its inability to pay its debts generally as they become due; (c) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within ten (10) business days or is not dismissed or vacated within sixty (60) days after filing; (d) is dissolved or liquidated or takes any corporate action for such purpose; (e) makes a general assignment for the benefit of creditors; or (f) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business. Customer may terminate these Terms or any Ordering Document for any reason or no reason, without penalty, upon sixty (60) days' notice to Supplier.

12. **Effect of Expiration or Termination.** Upon expiration or termination of these Terms for any reason, Supplier shall promptly: (a) deliver to Customer all documents, work product, and other materials, whether or not complete, prepared by or on behalf of Supplier in the course of providing the Goods and Services; (b) return to Customer all Customer-owned property, equipment, or materials in its possession or control; (c) remove any Supplier-owned property, equipment, or materials located at Customer's locations; (d) deliver to Customer, all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on Customer's Confidential Information; (e) provide reasonable cooperation and assistance to Customer, upon Customer's written request, in transitioning to an alternate service provider; (f) on a pro rata basis, repay all fees and expenses paid in advance for any Goods or Services which have not been provided; (g) permanently erase all of Customer's Confidential Information from its computer systems; and (h) certify in writing to Customer that it has complied with the requirements of this Section 12.

13. **Independent Contractor.** It is understood and acknowledged that in providing the Services, Supplier acts in the capacity of an independent contractor and not as an employee or agent of the Customer. Supplier shall control the conditions, time, details, and means by which Supplier provides the Goods and Services. Customer shall have the right to inspect the work of Supplier as it progresses solely for the purpose of determining whether the work is completed according to these Terms. Supplier has no authority to commit, act for or on behalf of Customer, or to bind Customer to any obligation or liability. Supplier shall not be eligible for and shall not receive any employee benefits from Customer and shall be solely responsible for the payment of all taxes, FICA, federal and state unemployment insurance contributions, state disability premiums, and all similar taxes and fees relating to the fees earned by Supplier hereunder.

14. **Indemnification.** Supplier shall indemnify, defend, and hold harmless Customer and its officers, directors, employees, agents, affiliates, successors, and assigns (each an "**Indemnified Party**") from and against any third party claims, actions, suits, or proceedings (collectively, "**Claims**"), and all resulting losses, liabilities, damages, settlements, judgments, obligations, fines, fees, costs, and expenses (including, without limitation, reasonable attorneys' fees) (collectively, "**Losses**"), arising out of the negligence, willful misconduct, breach of law, or breach of these Terms by Supplier, or their employees or contractors. Supplier shall not enter into any settlement without Customer's or Indemnified Party's prior written consent.

15. **Compliance with Law.** Supplier is in compliance with and shall comply with all applicable laws, regulations, and ordinances.

15.1 **Required Authorizations.** Supplier has and shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under these Terms.

15.2 **Bribery and Corruption.** Supplier represents and warrants that it has not and will not in performance of these Terms, either directly or indirectly, give, pay, offer, authorize, or promise anything of value to any person for the purpose of inducing official action, for the purpose of gaining an improper advantage, or in a manner that is otherwise inconsistent with, and in violation of, one or more applicable anti-bribery and anti-corruption laws, including, but not limited to, the U.S. Foreign Corrupt Practices Act, the UK Bribery Act of 2010. Supplier further agrees to promptly notify Customer of any allegation of fraud, bribery, corrupt or unlawful practices made against Supplier in court, arbitration or administrative proceedings, or if any investigation is commenced in respect of such allegations at any time during the Term.

16. **Insurance.** During the Term and for a period of three (3) years after expiration or termination of these Terms for any reason, Supplier shall, at its own expense, maintain and carry insurance in full force and effect with financially sound and reputable insurers, that includes, but is not limited to, commercial general liability with limits no less than one million dollars (\$1,000,000) per occurrence and five million dollars (\$5,000,000) in the aggregate, , which policy will include



contractual liability coverage insuring the activities of Supplier under these Terms. Upon Customer's request, Supplier shall provide Customer with a certificate of insurance from Supplier's insurer evidencing the insurance coverage specified in these Terms. The certificate of insurance shall name Customer as an additional insured. Supplier shall provide Customer with thirty (30) days' advance written notice in the event of a cancellation or material change in Supplier's insurance policy. Except where prohibited by law, Supplier shall require its insurer to waive all rights of subrogation against Customer's insurers and Customer or the Indemnified Parties.

17. Setoff. Customer may at any time, without notice to the Supplier, set off any liability of the Supplier to Customer against any liability of Customer to the Supplier that has arisen under these Terms. Any exercise by Customer of its rights under this Section 17 shall not limit or affect any other rights or remedies available to it under these Terms or otherwise.

18. Force Majeure. No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached these Terms, for any failure or delay in fulfilling or performing any term of these Terms, when and to the extent such party's (the "Impacted Party") failure or delay is caused by or results from the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of these Terms; (f) national or regional emergency; (g) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (h) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within three (3) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of thirty (30) days, Customer may thereafter terminate these Terms upon written notice to Supplier.

19. Disputes. If a dispute arises between Customer and Supplier then, upon written request of one party to the other party, it shall be referred to the referees of Customer and Supplier, as may be selected by Customer and Supplier respectively and such persons shall attempt to reach a reasonable and equitable resolution of the matter within ten (10) business days of a written request by one party to the other party to commence the negotiation process under this Section 19. If a dispute is not resolved by the parties within ten (10) business days, then the dispute shall be escalated to directors or other senior representatives of the parties with authority to settle the dispute who will, within ten (10) business days of such escalation, meet in a good faith effort to resolve the dispute. Nothing in this Section 19 shall limit Customer's right to seek injunctive relief.

20. General. Each of the parties hereto shall use reasonable efforts to, from time to time at the request of the other party, without any additional consideration, furnish the other party such further information or assurances, execute and deliver such additional documents, instruments, and conveyances, and take such other actions and do such other things, as may be necessary or desirable to carry out the provisions of these Terms and give effect to the transactions contemplated hereby. Each party shall deliver all communications in writing either in person, by certified or registered mail, return receipt requested and postage prepaid, by facsimile or email (with confirmation of transmission), or by recognized overnight courier service, and addressed to the other party at the addresses set forth above (or to such other address that the receiving party may designate from time to time in accordance with this Section 20). These Terms and all matters arising out of or relating to these Terms, including tort and statutory claims are governed by, and construed in accordance with, the laws of North Carolina, without giving effect to any conflict of laws provisions thereof that would result in the application of the laws of a different jurisdiction. Either party shall institute any legal suit, action, or proceeding arising out of or relating to these Terms in the federal or state courts in each case located in Raleigh, North Carolina EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY: (A) CONSENTS AND SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE AFOREMENTIONED COURTS; AND (B) WAIVES ANY OBJECTION TO THAT CHOICE OF FORUM BASED ON VENUE OR TO THE EFFECT THAT THE FORUM IS NOT CONVENIENT. These Terms and any Ordering Documents executed hereunder contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous written or oral understandings, agreements, representations, and warranties with respect to such subject matter. The invalidity, illegality, or unenforceability of any provision herein does not affect any other provision herein or the validity, legality, or enforceability of such provision in any other jurisdiction. The parties may not amend these Terms except by written instrument signed by the parties. No waiver of any right, remedy, power, or privilege under these Terms ("Right(s)") is effective unless contained in a writing signed by the party charged with such waiver. No failure to exercise, or delay in exercising, any Right operates as a waiver thereof. No single or partial exercise of any Right precludes any other or further exercise thereof or the exercise of any other Right. The Rights under these Terms are cumulative and are in addition to any other rights and remedies available at law or in equity or otherwise. Supplier may not directly or indirectly assign, transfer, or delegate any of or all of its rights or obligations under these Terms, voluntarily or involuntarily, including by change of control, merger (whether or not such party is the surviving entity), operation of law, or any other manner, without the prior written consent of Customer. Any purported assignment or delegation in violation of this Section 20 shall be null and void. These Terms is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns. Except for the parties, their successors and permitted assigns, there are no third party beneficiaries under these Terms. Sections 4, 4, 8, 9, 12, 14, 19 and 20 of these Terms, as well as any other provision that, in order to give proper effect to its intent, should survive the expiration or termination of these Terms, will survive such expiration or termination. These Terms may be executed in counterparts.