

**Leviton Manufacturing Co., Inc. and its affiliates ("Leviton")
Terms and Conditions of Purchase**

Notice - By accepting or shipping any part of this Purchase Order, Supplier agrees to the following terms and conditions (the "Agreement"):

1. Terms of Agreement; Order of Precedence. This Agreement governs the purchase by Leviton of Product described on Purchase Orders and sold by Supplier. Leviton (also referred to herein as "Buyer") and Supplier are sometimes herein referred to singly as "Party" or collectively as "Parties." This Agreement supersedes all previous and contemporaneous agreements and understandings between the Parties. The Parties intend for the express terms and conditions contained in this Agreement to exclusively govern and control each of the Parties' respective rights and obligations regarding the manufacture, purchase and sale of the Product(s), described below, and the Parties' agreement is expressly limited to such terms and conditions. Notwithstanding the foregoing, if any terms and conditions contained in a Purchase Order conflict with any terms and conditions contained in this Agreement, the applicable term or condition of this Agreement will prevail and such contrary or different terms will have no force or effect. Except for such contrary or different terms, the terms and conditions of all Purchase Orders are incorporated by reference into this Agreement for all applicable purposes hereunder. Without limitation of anything contained in this paragraph, any additional, contrary or different terms contained in any Confirmation or any of Supplier's invoices or other communications, and any other attempt to modify, supersede, supplement or otherwise alter this Agreement, are deemed rejected by Buyer and will not modify this Agreement or be binding on the Parties unless such terms have been fully approved in a signed writing by authorized representatives of both Parties.

2. Ordering. Ordering of Products shall be by Purchase Orders on Leviton's order forms and change orders thereto (collectively the "Purchase Documents"). All orders shall be deemed accepted by Supplier unless Leviton receives a written objection thereto within 5 days after Supplier's receipt of such orders. No variation in any of the terms, conditions, deliveries, prices, quality, quantity, and specifications of Buyer's Purchase Orders, irrespective of the wording of Supplier's acceptance, will be effective without Buyer's written consent. The shipment by Supplier of any part of an Order shall be Supplier's agreement to all provisions

of the Purchase Order without variation or exception.

3. Order Changes and Cancellation. Leviton may, without incurring liability for additional or increased costs: (a) change the delivery destination for the Product(s); and/or (b) change or terminate the Purchase Orders, in whole or in part. Upon receipt of such notice, Supplier shall, unless the notice directs otherwise, immediately discontinue the work under the Purchase Order and the placing of orders for materials, facilities and supplies for the work under the Purchase Order, and shall make every reasonable effort to procure cancellation of all such existing orders or contracts upon terms satisfactory to Leviton. Supplier shall thereafter do only such work as may be necessary to preserve and protect work already in progress. Leviton reserves the right at any time to make changes in any one or more of the following: (a) specifications, drawings and data incorporated in this order where the materials to be furnished are to be specially manufactured for Leviton; (b) methods of shipment or packing; (c) place of delivery; and (d) time of delivery. If any such changes cause an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price for the material or delivery schedule, or both, upon proper written request from Supplier prior to such adjustment, with Leviton's written approval. Any claim by Supplier for adjustment under this paragraph shall be deemed waived unless asserted in writing within 10 days of notification of the change. Price increases or extensions of time for delivery shall not be binding on Leviton unless agreed to in a signed writing by Leviton.

4. Pricing. No change in pricing for goods not yet shipped, unless mutually agreed upon in writing by both Parties. In the event Supplier charges a different buyer a lower price for the Product), or for similar products in the market, or if the cost of components or raw materials decrease, Supplier must immediately apply the lower pricing to Leviton's Products.

5. Packaging Charges. Leviton allows no charge for boxing, packing, crating or additional line items on Supplier's invoice, unless agreed to in writing.

6. Buyer's Routing Guide. For domestic shipments, Supplier shall adhere to Buyer's Transportation Routing Guide ("Routing Guide"). Buyer reserves the right to modify, supplement, or

change the Routing Guide at any time. If Supplier does not ship the Products in accordance with the Routing Guide, then Buyer will not be obligated to pay for the cost of transportation to Buyer's facility, unless Supplier receives prior written authorization. At no time does Buyer authorize "shipping and handling" or other miscellaneous fees to be added to the invoice.

7. **Expedited Shipping Requests.** If, and to the extent that, Purchase Orders from Leviton request a shipping date on an expedited basis (inside of the established lead time), Supplier shall advise Leviton within 2 business days after receipt of such Purchase Order as to whether it can comply therewith, but in any event will use its best efforts to ship such orders as expeditiously as possible.

8. **Timely Delivery.** Time is of the essence for all deliveries. Supplier shall use its best efforts to timely deliver Products as set forth in the Purchase Documents, it being understood that Leviton expects and anticipates a timely delivery rate of not less than 100% in respect of all Product Orders. If less than 98% of deliveries are made on a timely basis, or if deliveries are not made as specified in the Purchase Order, then Leviton reserves the right to cancel any Purchase Order or any unfilled portion thereof. Leviton reserves the right to cancel or postpone deliveries of any of the material which is not shipped to Leviton's specified place of delivery at the time specified therefor.

9. **Quality Expectation.** Supplier understands that Leviton expects that Supplier shall maintain the quality of Products ordered hereunder such that defects in respect thereof shall not exceed 20 parts per million for components or finished goods.

10. **Inspection.** Leviton has the right, but not the obligation, to inspect Product.

11. **Incoming Non-Conforming Products.** An administrative fee for each non-conforming Product as determined by Leviton will be automatically charged back to the Supplier. Non-conforming products are goods that do not conform, in all material respects, to the specifications, standards, drawings, samples, descriptions, quality requirements, performance requirements, and/or fit, form and function requirements furnished, specified or approved by Leviton for the Products, and as specified in the Purchase Order. The charge back rate will be \$250 for each defective material report (DMR) written plus additional charges, such as sort, rework, returned freight, and line down. Charges will be set-off as debits on the next payment due.

Leviton reserves the right to reject or accept any non-conforming Products. Rejected non-conforming Products shall be returned at Supplier's expense, including transportation charges, subject to the requirements of sections 12 and 13.

12. **Rectifying Non-Conformance.** Supplier has the following options (subject to Leviton's written approval) with respect to Products deemed by Leviton to be defective, or found to be non-conforming: (a) Send replacement parts immediately; (b) Provide personnel to sort the defective material; (c) Use a local temp agency specified by Leviton plant to sort the defective material; (d) Use a Leviton plant-approved third-party to rework the material; or (e) Leviton may sort, rework, and undertake any other non-value-added activity at a minimum rate of \$100.00 per hour. If non-conforming Product is returned by Leviton to Supplier within one year of the date of delivery to Leviton, then Supplier shall give Leviton an appropriate credit or refund therefor.

13. **Compliance with Purchase Order.** The Parties recognize that Leviton has made, and will make, a significant investment in time and monies in an effort to build a business based upon sales of the Products, and that the reliable and timely delivery of Products by Supplier to Leviton is critical to the success of Leviton's business plans. Therefore, in addition to such other rights and remedies available to Leviton hereunder, if due to Supplier's fault, Supplier fails to perform in accordance with the Purchase Order (for example, untimely delivery, failure to deliver Purchase Order quantity, non-conforming Products, and the like), then Supplier shall be liable (and/or reimburse Leviton, as the case may be) for all actual liabilities, damages, costs and expenses incurred by Leviton, if applicable, in connection with such non-performance, including without limitation, the cost of expedited delivery as may be requested by Leviton and/or the cost of acquiring substitutes for Product(s), if any. Leviton agrees to discuss any situation that might incur liabilities with Supplier to determine appropriate course of action. Delivery or payment for Products shall not constitute Leviton's acceptance of the Purchase Order. Leviton reserves the right to reject all or any portions of a shipment containing defects or non-conformances after a reasonable opportunity to inspect.

14. **Training.** Supplier shall furnish Buyer at no cost to Buyer such training, technical/ engineering support for new product design, and/or development as Buyer may reasonably request.

15. **Intellectual Property License.** If Supplier is labelling the Product with the Leviton logo or name, Leviton hereby grants to Supplier a limited, non-exclusive, royalty-free license for the term of this Agreement to use the name "Leviton," the Leviton logo and any Leviton trademarks or trade names or other intellectual property owned by Leviton (collectively "Leviton Marks") solely on Product(s); provided that: (a) Leviton's packaging and branding guidelines are followed; (b) samples of such use are first furnished to Leviton; and (c) Leviton first approves such use in writing. Supplier shall not be required to further furnish such samples after obtaining such approval if Supplier's continued use of the Leviton Marks conforms to such approval. Any variation by Supplier from such approved use must be submitted to Leviton for written approval. Except for the limited rights expressly granted to Supplier hereunder, all rights with respect to the Leviton Marks, and other intellectual property owned or used by Leviton are reserved to Leviton and shall not be used by Supplier without Leviton's prior written consent.

16. **Use of Marks.** Permitted uses of the Leviton Marks under this Agreement shall inure exclusively to the benefit of Leviton for trademark and all other purposes. Supplier shall not at any time or in any manner use the Leviton Marks on or in connection with sales of Product(s) (whether on the Products themselves, packaging, promotional matter or otherwise) to persons or entities other than Leviton.

17. **Material Furnished to Supplier.** All material, drawings, plans or specifications supplied by Leviton to Supplier or specifically paid for by Leviton, including but not limited to tooling, fixtures and templates, shall be: (a) the property of Leviton; (b) subject to removal at any time upon demand by Leviton, without additional cost; (c) used only in filling orders from Leviton; (d) kept separate from other materials or tools; and (d) clearly identified as the property of Leviton. At Leviton's request, Supplier shall insure such inventory of Leviton's property with loss payable to Leviton, with an insurer reasonably satisfactory to Leviton without a deductible or self-retention, as reasonably set by Leviton for the full replacement value of such property. Supplier assumes all liability for loss or damage, with the exception of normal wear and tear, and agrees to supply detailed statements of inventory at monthly intervals, or as otherwise agreed upon. All confidential information furnished to or received by Supplier shall be and remain Leviton's exclusive property and shall not be used by Supplier for the benefit of any person or entity other than Leviton. Confidential Information shall

include, but is not limited to, product and business information of a confidential and proprietary nature such as, by way of example, manufacturing processes, proprietary design, tooling and process concepts, component and material requirements, specifications, quality testing issues and test results, pricing, as well as descriptive information concerning business plans and operations of or contemplated by Leviton.

18. **Printed Work.** If this is a Purchase Order for printed matter, then all artwork used in producing this or any future printing work becomes the property of Leviton. Upon completion of the job, Supplier will promptly return artwork. Supplier further agrees to deliver all or part of such material to Leviton promptly upon request and in case of loss or damage, to make replacement at Supplier's expense.

19. **Warranty.** (a) Supplier warrants to Leviton that all materials are and shall be of merchantable quality new (not used or reconditioned), are and shall be free from defect in materials and workmanship, and shall be fit for the particular purpose for which they are ordered or to be used by the consumer. Supplier hereby relieves Leviton of all duty, without exception, to inspect Product. Notwithstanding any usage of trade or course of dealing between the Parties, Supplier's liability for breach of any warranty, express or implied, shall include: (1) replacement or repair of defective materials (including labor costs for removal of defective Products and replacement of new Products, at Leviton's option); (2) refund of the purchase price; (3) any general, special or consequential damages proximately caused by the breach of warranty. There are no exclusions, limitations or disclaimers of warranty. Warranty shall run to affiliates, subsidiaries, successors, assigns, customers and users of Leviton's products. (b) Supplier agrees to repair any product found to be defective within the warranty period of 3 years after the end customer install date ("Warranty Period"), without any charge to Leviton. Supplier will be responsible for all transportation costs associated with the repair of the product. If epidemic failure (systemic issue related to hardware or software) is found, as provided in Section 21 below, Supplier agrees to repair or exchange the product at their expense, including all costs associated with the repair or exchange. Supplier agrees to repair product out of warranty at the request and expense of Leviton. (c) All warranties will survive the termination of this Agreement.

20. **Epidemic Failure.** Epidemic Failure means the occurrence, at any time during the Warranty Period, of the repeat failure of a Product over time,

having the same root cause, at a rate deemed by Leviton to be an Epidemic Failure. In the event of an Epidemic Failure during the Warranty Period that does not arise solely from Supplier's compliance with Buyer's specification, then (i) Buyer shall have the option of requiring Supplier to issue an immediate return material authorization ("RMA") related to such Product for the affected quantities of such Product; and (ii) the following costs and expenses incurred by Buyer as a result of the Epidemic Failure shall be borne by Supplier: the costs of repair or replacement of the affected product, the shipping and transportation costs for the affected Product, costs to re-inspect or test 100% of the rejected lots of batches/sorting costs, and removal or reinstallation expenses, including and without limitation, labor costs or expenses, and any other reasonable expenses incurred by Leviton in connection with the Epidemic Failure.

21. **Product Recall.** If Supplier's Product is the subject of a Consumer Product Safety Commission ("CPSC") mandated product recall or is deemed to be a product hazard by a reputable testing laboratory (such as UL or ETL), or loses its certification or listing by such agency(s), Supplier shall bear all costs associated with compliance with the CPSC's product recall or any corrective action required by the testing laboratory.

22. **Root Cause Analysis.** In the event of an Epidemic Failure or Product Recall, as described in Sections 20 and 21 above, Supplier shall use its best efforts to (i) identify the root cause of any such product failure or non-conformance ("Defect") of any product supplied by Supplier to Leviton and (ii) propose a resolution, fix solution, or other acceptable and reasonable remedy to correct or eliminate the Defect. If Supplier refuses or unreasonably delays its response to a notification from Leviton of a Defect, then Supplier shall be liable to Leviton for all costs associated with the product failures, including the costs associated with replacing the defective products, including labor and shipping costs, and the costs of an independent laboratory hired by Leviton to examine the failed Products.

23. **Insurance.** Without limiting the obligations of Supplier under Paragraph 24 below (Indemnification), Supplier shall maintain in effect with a U.S. insurer reasonably satisfactory to Leviton, beginning on or before the first shipment under a Purchase Order and until at least six (6) years after the last shipment under this order, a minimum of US\$2,000,000 on an occurrence basis, US\$4,000,000 on an aggregate basis, and umbrella excess insurance of at least US\$5,000,000, with no deductible or self-retention in products liability.

Supplier will notify Leviton at least thirty (30) days in advance of any cancellation or material change in coverage. In addition, the policy must have an endorsement stating that Leviton Manufacturing Co., Inc. is named as an Additional Insured on the relevant policies. An insurance certificate evidencing such insurance shall be delivered to Leviton at contract signing and automatically upon each renewal. If Supplier's employees or other representatives are required to be on Leviton's premises, Supplier shall carry and furnish Leviton with certificates of insurance for comprehensive general liability, automobile liability and workmen's compensation insurance. Such insurance shall have bodily injury limits of at least US\$1,000,000 per occurrence, US\$2,000,000 aggregate and property damage limits of at least US\$250,000. The workers' compensation policy must contain a waiver of subrogation endorsement in favor of Leviton Manufacturing Co., Inc., or the equivalent thereof if present on Leviton's premises outside of the U.S.

24. **Indemnification.** (a) **General Indemnification.** Supplier shall defend, indemnify, and hold harmless Leviton, its affiliates, officers, directors and employees against, and from all claims and litigation, liability, loss, damages, demands, judgments, or expense (including without limitation attorneys' fees, experts, and statutory and non-statutory costs) arising: (i) under any strict liability or negligence claims premised on either an actual or alleged defect in the Products; (ii) from any damage to property or injury or death to persons, allegedly or actually caused by the Product(s), whether or not any defect was discoverable by Leviton; (iii) from any breach of Supplier's representations or warranties; (iv) from any violation of any U.S. Consumer Protection Legislation; (v) from any antitrust or unfair trade practices; (vi) from any civil, criminal, administrative or other action brought or taken by a government agency or entity, relating to the Product(s) or any part thereof; or (vii) from damages or penalties of any sort arising from Supplier's failure to comply with any hazardous substances restrictions. (b) **Intellectual Property Indemnification.** Supplier agrees to defend, indemnify and hold harmless Leviton, its affiliates, directors, officers, employees, agents, successors, assigns, customers and users of the Product(s) from and against any and all losses, expenses, damages, claims, suits and liabilities (including without limitation reasonable attorneys' fees, experts, and statutory and non-statutory costs, and incidental and consequential damages) arising as a result of the manufacture, use, sale or resale of any of the Product(s) infringing or allegedly infringing any

patents, copyrights, trademarks, or trade names or any other intellectual property rights, or misappropriate trade secrets in any country. In the event of infringement, Supplier may use reasonable commercial efforts to procure, at no cost to Leviton, the right to continue to use the Product(s). In the event that Supplier is unable or unwilling to procure such rights or suitably replace or modify such Product, either Party shall have the right, upon written notice to the other Party, to terminate any outstanding Purchase Orders for the Products. (c) **Indemnification Procedure.** Upon discovery of a claim, Leviton will promptly notify Supplier, in writing, of any claim for which Leviton believes it is entitled to indemnification in sub-sections (a) or (b) above. Leviton will permit Supplier to control, in a manner not adverse to Leviton, the defense and settlement of any such claims using counsel reasonably acceptable to Leviton. Supplier will not enter into any settlement or make admissions or concessions to claimants concerning infringement or validity of an asserted patent without prior written consent from Leviton, which shall not be unreasonably withheld.

25. **Approvals, Licenses, Certifications and Representations.** (a) Supplier shall secure and maintain at all times any and all approvals, licenses, registrations, or authorizations of any national, provincial, or municipal agency, department, bureau or other governmental entity, as may be necessary in order to sell and export the Products, and shall be responsible for all applicable national, provincial, municipal and other governmental registrations, filings, examinations, and other administrative requirements of every nature as required in connection with its performance under this Agreement; provided that Leviton shall reasonably cooperate with Supplier in the fulfillment of such duties hereunder. (b) If requested by Leviton, all Products must comply with the Restriction on the use of certain Hazardous Substances Directive (2002/95/EC) ("RoHS"), California Proposition 65, the European Directive on Waste Electrical and Electronic Equipment (2012/19/EU) ("WEEE"), Listing requirements of UL or other testing laboratories and all other applicable regulations. (c) Supplier shall comply with all domestic and international laws and regulations applicable to the Products and its import into certain countries, as agreed upon between the Parties. Specifically, Supplier agrees to provide accurate and true information relating to the Products to support Leviton's compliance with customs and trade regulations and U.S. trade agreement preference programs, including but not limited to country of

origin information for the Products and its component materials, manufacturing and purchasing records, and global safety data sheets. Supplier shall not take any action that violates the U.S. Anti-Boycott laws and regulations (1977 amendments to the Export Administration Act (15 CFR Part 760) and the Ribicoff Amendment to the 1976 Tax Reform Act (26 USC § 999). (d) Supplier shall not directly or indirectly purchase materials to be incorporated in the Products sold to Buyer from entities or persons subject to economic sanctions or embargoes by the United States. (e) Supplier represents that all Product(s) are: (i) not misbranded or inaccurately labeled; (ii) not in violation of the U.S. Consumer Products Safety Improvement Act (15 U.S.C. §2051-2084); and (iii) in compliance with any applicable restrictions on hazardous substances.

26. **Equal Employment Opportunity.** As part of Leviton's compliance with federal Equal Employment Opportunity and Affirmative Action regulations, Supplier shall abide by the requirements of 41 CFR §60-1, 41 CFR §60-250; 41 CFR §60-300 and §60-741, the terms of which are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, gender, gender identity or national origin. Moreover, these regulations require that the parties take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, gender, gender identity, national origin, protected veteran status or disability.

27. **No Child or Forced Labor; Reasonable Working Conditions.** Supplier shall comply with all applicable environmental laws, health, and human safety laws, including without limitation, all laws prohibiting child labor, human trafficking, and slavery, including but not limited to the California Transparency in Supply Chain Act (Section 1714.43 of the California Civil Code and Section 19547.5 of the California Revenue and Taxation Code) and, if applicable, the UK Modern Slavery Act of 2015. Specifically, Supplier agrees not to employ children or forced labor in performing its obligations under this Agreement. Supplier shall compensate its employees fairly by maintaining reasonable employee work hours and by providing wages and benefits that comply with the national laws in which it does business. In addition, Supplier shall take precaution not to harm the environment in its manufacturing processes. Leviton or a representative may inspect the facility where the Products are made to assess compliance. If

Supplier fails to comply with this provision, Leviton will take the corrective action as it deems reasonably appropriate.

28. Anti-Bribery Compliance. Supplier shall comply with the United States Foreign Corrupt Practices Act ("FCPA") laws and regulations, the United Kingdom Anti-Bribery Act ("UK ABA"), and other applicable anti-bribery and corruption laws and regulations. As such, Supplier agrees not to engage in improper business conduct, such as bribery and other activities, with the intent to improperly influence behaviors or obtain any benefit for Leviton. To that end, Supplier agrees that it has not and will not give, offer, promise, or transfer any payment or anything of value, directly or indirectly, to: (a) anyone working in an official capacity for a government, government entity, government-owned or government controlled company, or public international organization; (b) any political party, political party official, or political candidate; or (c) any third party acting on behalf of any of the foregoing in order to obtain, retain, or direct business; secure an improper advantage; or violate any applicable laws and regulations related to public or commercial bribery, extortion, kickbacks, or other unlawful or improper means of conducting business. Supplier also agrees that it will not take any action, directly or indirectly, to cause Leviton to be in violation of such laws and regulations. Supplier further agrees to notify Leviton immediately of: (a) any request Supplier receives to take any action; or (b) any action taken by Supplier that might place Supplier or Leviton in violation of these laws and regulations. If Leviton learns or reasonably believes Supplier has violated the FCPA, UK ABA, or other anti-bribery law applicable to Supplier, Leviton may, without prejudice to any other rights, terminate this Agreement, effective immediately, without any obligation to Supplier. Supplier acknowledges that it is a material condition of this Agreement that it comply with anti-corruption and bribery policy laws, and failure to do so may result in the immediate termination of this agreement and forfeiture of any monies otherwise due.

29. Supply Chain Security. Leviton supports internationally recognized initiatives to secure the commercial supply chain (e.g. C-TPAT, WCO SAFE Framework of Standards) so as to assure freight and/or merchandise is not compromised contrary to the law. Supplier shall inform Leviton of Supplier's status in any such recognized initiatives. Supplier must implement reasonable security control standards to ensure the integrity and correctness of merchandise and accompanying commercial documentation with regard to Leviton shipments. Supplier should address the following disciplines

when delivering products or services to Leviton: (a) Procedures should be in place to protect against unmanifested material being introduced into the supply chain; (b) Physical & Access Security: Supplier's facilities should be safeguarded to resist unlawful entry and to protect against outside intrusion. Adequate measures should be considered for positively identifying employees, visitors and vendors, and to prevent unauthorized access to information technology systems; (c) Personnel Security: Supplier, in accordance with all applicable laws, should conduct employment screening of prospective employees to include periodic background checks and application verifications; (d) Education and Training Awareness: A security awareness program should be provided to employees covering cargo integrity, determining and addressing unauthorized access and communications protocols for notifying policing agencies when suspected or known illegal activities are present; and (e) Conveyance Security: Supplier should implement reasonable steps to protect against the introduction of unauthorized personnel and material in conveyance (e.g. containers, trucks, drums, etc.) destined to Leviton. If, as a result of facilitating a shipment to Leviton, Supplier suspects a supply chain security breach or concern after dispatch from its facility, Supplier is obligated to notify Leviton immediately. Supplier shall cooperate with Leviton's supply chain security efforts and allow periodic on-site reviews by its third party security consultant to verify such compliance.

30. Conflict Minerals. As of the time of the issuance of any Purchase Order, Supplier represents that: (a) the Products do not contain any conflict minerals, which are defined as (i) gold or (ii) tantalum, tin, or tungsten (derivatives of columbite-tantalite (coltan), cassiterite, and wolframite); or (b) if the Product does contain conflict minerals, Supplier has notified Leviton and received written approval to proceed with fulfillment of the Purchase Order. If Leviton determines that any representation or certification made by Supplier pursuant to this provision is inaccurate or incomplete in any respect, then Leviton may terminate this Agreement immediately.

31. Supplier Manual. Supplier must comply with the requirements contained in Leviton's Supplier Conduct Guidelines Manual, found at <http://www.leviton.com/sourcing> (and incorporated herein by reference).

32. Inspection and Audit Rights. Leviton has the right to audit and inspect, at any reasonable time and upon reasonable notice, Supplier's books, records, inventory, tooling, and plants, as related to the Product(s), to assure compliance with any

applicable law, or the Product's specifications (such as quality records).

33. **Cancellation for Insolvency.** In the event of any proceeding, voluntary or involuntary, in bankruptcy or insolvency by or against Supplier, or in the event of the appointment, with or without Supplier's consent of an assignee for the benefit of creditors or of a receiver, or if Leviton in its reasonable judgment concludes that Supplier's financial condition or ability to perform this Purchase Order has been adversely affected, then Leviton shall be entitled to cancel any unfilled part of this Purchase Order without any liability, whatsoever.

34. **Waiver.** The failure of either Party to require the performance of any term or condition of this Agreement or the waiver by either Party of any breach of the same shall not prevent subsequent enforcement of such term or condition nor be deemed a waiver of any subsequent breach. Any change in, addition to, renewal of, or waiver of the terms and conditions of this Agreement shall be binding upon either of the Parties only if in writing signed by its officer or other authorized agent thereof.

35. **Remedies Not Exclusive.** All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by Buyer of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties or otherwise. Acceptance of Product shall not waive any of the aforementioned remedies.

36. **Survival.** The provisions of this Agreement relating to payment, confidentiality, disclaimers, warranties, limitation of liability, indemnification, law and jurisdiction, severability, and this paragraph shall survive any termination or expiration of this Agreement.

37. **Severability.** The holding of any provision of this Agreement to be void, invalid or unenforceable shall not affect the validity of the other provisions of this Agreement.

38. **Assignment.** Neither party may assign this Agreement or its obligations hereunder to any third party without the prior written consent of the other party, except to Affiliates or any successors in interest to such party. This Agreement will be binding on and inure to the benefit of the Parties hereto, their respective successors in interest and permitted assigns. Any attempted transfer or assignment will be void and constitute a breach of this Agreement.

39. **Governing Law.** This Agreement shall be construed in accordance with and be governed by the laws of the State of New York, without regard to

the conflict of laws provisions thereof. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Each of the Parties irrevocably submits to the exclusive jurisdiction of the state and federal courts in the State of New York, Suffolk County, and agrees that such courts shall have personal jurisdiction over them for the purpose of any action or proceeding arising out of or relating to this Agreement, and each of the Parties irrevocably agrees that all claims in respect to such Action or proceeding may be heard and determined in no other place. The Parties hereby consent to venue in such courts and waive any claims of right to a jury trial or *forum non conveniens* or rights to transfer to another judicial district outside of such location. Delivery of process in any such dispute by a recognized commercial courier service to the last known business address of Leviton or Supplier shall be deemed sufficient to confer personal jurisdiction on any of said courts. Each of the Parties agrees that a final judgment in any action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. The Party prevailing in any such litigation shall be entitled to its reasonable attorney fees and other costs and expenses from the other Party.

40. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties concerning its subject matter, merging and superseding all prior and contemporaneous agreements and understandings. Each Party hereby acknowledges that neither has made any representations of any kind to induce this Agreement or otherwise in connection therewith, except as may be expressly set forth herein.

41. **Headings.** Headings used in this Agreement are for convenience only and shall not be considered in construing or interpreting this Agreement.

42. **Force Majeure.** Neither Party shall be liable for any delay or failure to perform its obligations under this Agreement arising out of circumstances beyond its reasonable control, including fire, floods, strikes, lockout, accident, sabotage or other similar causes which affect either Party, provided that the Party provides notice to the other in writing of the delay or non-performance event within 5 days of its commencement. Leviton may extend the delivery schedule to accommodate the delay or non-performance, in its sole discretion; however, should said event continue for a cumulative total of at least 30 days, Leviton may cancel the unfilled portion of the Purchase Order

effective immediately upon written notice to Supplier, without liability to Leviton.

43. **Public Announcement.** Supplier shall not publicly disclose, issue any press release or make any other public statement, including publication on its website, concerning the existence of this Agreement, Leviton's purchase of Product(s), or the subject Purchase Orders, without Leviton's prior written approval.

44. **Relationship of the Parties.** Nothing in this Agreement shall be deemed to constitute either Party as an agent, representative, employee, or create an agency relationship for any purpose.