



## TERMS AND CONDITIONS OF SALE

### 1. OFFER AND ACCEPTANCE.

**1.1** These Terms and Conditions of Sale (these “*Terms and Conditions*”), together with the terms of any other document to which these Terms and Conditions are attached or are incorporated into (collectively, this “*Agreement*”), apply to and include (subject to the provisions herein with respect to inclusion): (a) any quotation, proposal, or offer to sell (“*Offer*”) made by Mission Design & Automation LLC or one of its affiliates or subsidiaries (collectively, “*Seller*”) for the sale of Seller’s products and services, if any, related to such products (collectively, the “*Products*”); and (b) any purchase order or related attachments, schedules, exhibits, designs and drawings (collectively, a “*Purchase Order*”) issued by the buyer-party purchasing the Products or that party’s subsidiaries and affiliates (collectively, “*Buyer*”). Buyer accepts, and will be deemed to be bound by, the terms of this Agreement upon the first to occur of the following: (i) Buyer’s written acknowledgment of this Agreement; (ii) Buyer placing a purchase order with Seller; (iii) delivery of the Products by Seller pursuant to any Purchase Order or similar type of request by Buyer; (iv) acceptance of the Products by Buyer; or (v) payment for the Products by Buyer. All Offers are subject to Seller’s approval if made by a salesperson or sales agent.

**1.2** Buyer’s acceptance is expressly limited to the terms of this Agreement, and this Agreement exclusively governs the sale of Products by Seller. This Agreement supersedes and excludes any terms and conditions set forth in any Purchase Order placed by Buyer, or any other document issued or deemed to be issued by Buyer, to Seller (including, without limitation, Buyer’s general terms and conditions of purchase), each of which are expressly rejected. Any reference in this Agreement to any request for quotation, request for proposal or any other similar bid document made by Buyer is solely for the purpose of incorporating the description and specifications of the Products contained in such document, but only to the extent that such description and specifications do not conflict with the description and specifications contained in this Agreement. Any additional or different terms proposed by Buyer, whether in Buyer’s Purchase Order or otherwise, or any attempt by Buyer to vary the terms of this Agreement in any way, are expressly rejected by Seller, are not part of this Agreement and do not apply to the sale of Products, and are not binding on Seller without the express prior written acceptance of such terms by Seller’s authorized representative. Buyer and Seller expressly agree that these Terms and Conditions are accepted in good faith by both parties as the controlling and final terms and conditions for all sales by Seller to Buyer.

**1.3** None of the terms, provisions or conditions of this Agreement may be modified, altered or added to except by written instrument signed by a duly authorized representative of Seller. Any agreed upon change will be subject to an equitable adjustment in the purchase price and/or time for performance.

### 2. PRICE AND PAYMENT.

**2.1 Price.** Prices for the Products will be as agreed by Seller in a signed writing or, if not agreed, the price specified in the Offer or Seller’s price list, as the case may be. Notwithstanding the foregoing, and unless otherwise provided in Seller’s written quotation to Buyer, Seller’s prices do not include transportation, freight, handling, special handling, delivery and insurance costs or any federal, state, provincial and local taxes (including sales, use, value-added and excise taxes), assessments, tariffs, duties and any similar fiscal contribution related to the Products, all of which shall be the sole responsibility of Buyer and payable by Buyer in addition to Seller’s price. Prices are based on costs and conditions existing on the date of Seller’s Offer and are subject to change at any time in the event of a change in Seller’s costs (including raw material), part availability from Seller’s vendors or other circumstances beyond Seller’s reasonable control. Seller may also adjust prices for Products at any time to reflect Seller’s prices in effect at the time of shipment to Buyer. Buyer shall have no right to access Seller’s cost or pricing data or other books and records.

**2.2 Payment.** Buyer will pay for Products without setoff, recoupment or deduction of any kind, in U.S. funds. Unless otherwise agreed to in writing by Seller, payment for the Products will be due and payable thirty (30) days following the earlier of (a) Buyer’s receipt of Seller’s invoice or (b) Buyer’s receipt of the Products. Buyer will not be entitled to any discount for early payment. When Products are shipped prepaid with freight to be billed, freight charges are net and subject to payment on presentation of invoice. All amounts due to Seller but not paid by Buyer on the due date will bear interest on the unpaid balance of amounts due at a rate that is equal to 1.5% per month until paid. Buyer agrees to indemnify and hold harmless Seller from any and all legal fees and costs that may

be required to collect any overdue balances. Seller may offset, deduct or recoup any amounts owed by Seller or any of its affiliates or subsidiaries to Buyer against any amounts owed by Buyer to Seller or any of its affiliates or subsidiaries. If deliveries of Products are to be made in installments, the purchase price of each installment shall, at Seller's option, be recoverable as a separate sale. The remedies contained in this Section 2 are cumulative and shall be in addition to any other remedies available to Seller under applicable law.

**3. DELIVERY; RISK OF LOSS; TRANSPORTATION CHARGES.** Delivery dates are estimates only and are not guaranteed by Seller. Title to the Products will pass to Buyer upon Seller's receipt of full payment. Risk of loss to the Products will pass to Buyer when the Products are placed in the possession of Buyer's designated carrier; provided, however, that Seller shall retain a purchase-money security interest in the Products as security for Buyer's performance until payment in full is received. Buyer shall pay or promptly reimburse Seller for all transportation, freight, handling, special handling, delivery and insurance costs and for all federal, state, provincial and local taxes (including sales, use, value-added and excise taxes), assessments, tariffs, duties and any other fiscal contribution of similar import related to the sale, use, shipment, transportation or delivery of the Products. All Products held by Seller beyond the date of completion will be subject to storage charges, for which Buyer shall be solely responsible.

**4. SECURITY INTEREST.** In addition to any security interest granted by the Uniform Commercial Code or other law, Buyer grants a security interest to Seller in all Products and documents related thereto and proceeds and products therefrom to secure all obligations of Buyer to Seller, whether or not arising under these Terms and Conditions or this Agreement. Seller may file a financing statement. Further, if requested by Seller, Buyer shall sign financing statements and other documents evidencing and confirming such security interest. Buyer grants Seller an irrevocable power of attorney to file a financing statement in Buyer's name if necessary or convenient to perfect Seller's security interest. Until the Products are paid in full, Buyer shall not change the location of any Products from the original delivery point without prior written notice to Seller. In case of a default by Buyer, Buyer hereby irrevocably appoints Seller as Buyer's agent to obtain possession of the Products and any related documents. Buyer shall immediately advise Seller in writing of any damage to, change in location of, or seizure of, any of the Products the price of which have not been paid to Seller.

**5. EXCUSABLE DELAYS.** Seller shall not be held liable, or deemed in default, for any failure or delay in fulfilling or performing any of its obligations under this Agreement (including failure to deliver Products) if such failure or delay is caused by, or results from, acts beyond Seller's reasonable control, including fire, flood, drought, acts of nature, war, hostilities, terrorist threats or acts, riot or other civil unrest, strikes, lockouts, slowdowns or other labor unrest, delay in transportation, shortage of power, unavailability of raw materials, embargo, government action, earthquake, explosion, national or regional emergency, or by acts or omissions of Buyer, including Buyer's failure to promptly comply with the terms of payment.

**6. ACCEPTANCE AND RETURN OF PRODUCTS.** Buyer will inspect the Products immediately upon receipt. Unless Buyer provides Seller with written notice stating with specificity any defects, nonconformities or shortage relating to the Products within five (5) days after receipt of the Products, such Products will be deemed fully and finally inspected, checked and accepted by Buyer, and any such claims for defects, nonconformities or shortages will be waived by Buyer. Upon acceptance of Products, Buyer waives any right to revoke such acceptance for any reason, whether known or unknown to Buyer, at the time of acceptance. Buyer will be limited to any available remedies specifically provided in this Agreement under Section 10 for any defect or nonconformance in the Products after such acceptance. Seller has a reasonable period of time to cure any nonconformity. Products may not be returned without Seller's prior written return authorization and, once authorized, Buyer may return the Products in accordance with instructions issued by Seller. Failure to follow Seller's return procedures may result in lost Products, delays, additional service or restocking charges, warranty denial or refusal of a shipment. Seller has the right to reject Products returned without Seller's approval.

**7. CANCELLATION AND CHANGES.** Buyer may not cancel Purchase Orders, change the timing of scheduled shipments or direct temporary suspension of scheduled shipments without Seller's prior written consent and in no case within thirty (30) days of Seller's estimated shipping date for such Products. Cancellations of Purchase Orders or rescheduling of shipments more than thirty (30) days prior to Seller's estimated shipping date may be accepted with Seller's prior written consent and shall be subject to cancellation charges of at least fifteen percent (15%) of the Purchase Order value, which includes, but is not limited to, all expenditures (including, without limitation, purchases for raw materials) made and committed for the Purchase Order. Buyer will also be responsible for the payment of any finished Products, work-in-progress and all other materials made or committed for the Purchase Order. All changes to Purchase Orders must be submitted by Buyer to Seller in writing and will not be effective

unless and until Seller consents in writing to the change(s). Seller will advise Buyer in writing of the price and/or delivery schedule impact, if any, of the change request. Seller will not be required to accept any changes without Buyer's written acknowledgement of any price and/or delivery schedule adjustments, if any.

**8. USER'S RESPONSIBILITY FOR SAFETY; TECHNICAL ADVICE.** Buyer or other end-user is responsible for providing all proper dies, devices, tools, training and means that may be necessary to effectively protect all personnel from serious bodily injury which otherwise may result from the method of particular installation, use, operation, setup, or service of the Products. Buyer must comply with instructions furnished by Seller and all governmental safety standards applicable to Buyer's or such other end-user's use of the Products. Seller cannot, and does not, guarantee the safety of the Products. Buyer must install and use the Products in a safe and lawful manner in compliance with the applicable health, safety, and environmental regulations and laws and general industry standards of reasonable care. Seller assumes no obligation or liability for any technical advice furnished to Buyer, including without limitation technical advice with respect to the use of the Products, all such technical advice being given and accepted at Buyer's risk.

**9. INTELLECTUAL PROPERTY.** Except to the extent provided in a separate written agreement between Buyer and Seller, this Agreement will not be deemed to transfer, assign or license, and Seller will retain all rights, title and interests in and to, any idea, invention, concept, discovery, work of authorship, patent, copyright, trademark, trade secret, know-how, formula, design, engineering drawing, device, compilations of information, manufacturing methods or processes, tooling or other intellectual property embodied, used in or otherwise related to the Products (collectively "**Confidential Information**"). Confidential Information shall be kept confidential by Buyer and shall not be disclosed to third parties without Seller's express written consent. Buyer shall not use any Confidential Information, in whole or in part, or the Products, to copy, redesign, reverse engineer, replicate or manufacture (or enable manufacture by itself or any third party) all or any portion of the Products, products similar to the Products, or products derived from the Products without Seller's express written consent.

**10. NO WARRANTY; EXCLUSIVE REMEDY; AND LIMITATION OF LIABILITY.**

**10.1** EXCEPT AS EXPRESSLY SET FORTH IN A WRITTEN OFFER BY SELLER (IF ANY, A "**LIMITED WARRANTY**"), ALL WARRANTIES, WHETHER EXPRESS, STATUTORY OR IMPLIED, ARE HEREBY DISCLAIMED AND EXCLUDED BY SELLER, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, AND ALL OBLIGATIONS OR LIABILITIES ON THE PART OF SELLER FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE, REPAIR OR PERFORMANCE OF THE PRODUCTS. BUYER'S EXCLUSIVE REMEDY AGAINST SELLER, AND SELLER'S SOLE OBLIGATION FOR ANY AND ALL CLAIMS, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL BE LIMITED TO SELLER'S REPLACING OR REPAIRING THE APPLICABLE PRODUCTS OR, AT SELLER'S OPTION, REFUNDING THE PURCHASE PRICE PAID BY BUYER TO SELLER FOR THE APPLICABLE PRODUCTS. IN NO EVENT SHALL SELLER HAVE ANY LIABILITY FOR DAMAGES IN AN AMOUNT EXCEEDING THE PURCHASE PRICE OF THE APPLICABLE PRODUCTS.

**10.2** IN THE EVENT A LIMITED WARRANTY APPLIES TO A PRODUCT: (A) UNLESS OTHERWISE AGREED TO BY SELLER IN WRITING, SUCH LIMITED WARRANTY WILL EXPIRE AND NO LONGER BE OF ANY FORCE OR EFFECT TWELVE (12) MONTHS FROM BUYER'S RECEIPT OF THE PRODUCT (THE "**WARRANTY PERIOD**"); AND (B) NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, SUCH LIMITED WARRANTY IS VALID ONLY IF: (I) BUYER NOTIFIES SELLER, IN WRITING, OF AN ALLEGED CLAIM OR DEFECT WITHIN FIVE (5) BUSINESS DAYS FROM THE DATE BUYER DISCOVERED, OR UPON REASONABLE INSPECTION SHOULD HAVE DISCOVERED, SUCH ALLEGED CLAIM OR DEFECT; (II) BUYER NOTIFIES SELLER, IN WRITING, OF AN ALLEGED CLAIM OR DEFECT WITHIN THE WARRANTY PERIOD FOR THE APPLICABLE PRODUCTS; (III) SELLER IS PERMITTED TO INSPECT AND TEST THE ALLEGEDLY DEFECTIVE PRODUCTS AT BUYER'S FACILITY (OR ELSEWHERE AT SELLER'S DISCRETION) BEFORE EXPIRATION OF THE APPLICABLE WARRANTY PERIOD DESCRIBED ABOVE; AND (IV) SELLER'S INSPECTION AND TESTING REVEALS, TO SELLER'S REASONABLE SATISFACTION, THAT SUCH LIMITED WARRANTY APPLIES TO THE ALLEGED DEFECT. IF SELLER DETERMINES THAT ANY PRODUCTS RETURNED TO SELLER PURSUANT TO SUCH LIMITED WARRANTY ARE NOT COVERED BY THE LIMITED WARRANTY, BUYER WILL, WITHIN FIVE (5) DAYS AFTER RECEIPT OF SELLER'S

NOTICE, REIMBURSE SELLER FOR SELLER'S COSTS AND EXPENSES INCURRED IN INSPECTING SUCH PRODUCTS.

**10.3 SELLER'S LIABILITY, WHETHER IN CONTRACT, IN TORT, UNDER LIMITED WARRANTY, IN NEGLIGENCE, OR ANY OTHER LEGAL THEORY, SHALL NOT EXCEED THE PURCHASE PRICE OF THE APPLICABLE PRODUCTS OR SERVICES, AND UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL LOSSES OR DAMAGES, INCLUDING, BUT NOT LIMITED TO, ANY DIRECT OR INDIRECT LOST PROFITS OR REVENUE REGARDLESS OF WHETHER SUCH LOSS OR DAMAGE WAS FORESEEABLE OR SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.**

**11. TERMINATION FOR CAUSE.** Seller may terminate all or any portion of this Agreement or any Purchase Order for cause by providing written notice to Buyer specifying the applicable date of termination, upon the occurrence of any one or more of the following events (or a comparable event): (a) Buyer materially breaches this Agreement, and such breach is incapable of cure without risk of future losses or damages to Seller, or with respect to a material breach capable of such cure (other than payment), Buyer does not cure such breach within ten (10) days after receipt of written notice of such breach; (b) Buyer fails to make any payment due to Seller under this Agreement on or before the due date; (c) Buyer (i) becomes insolvent or is unable to pay its debts as they become due; (ii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) is dissolved or liquidated or takes any corporate action for such purpose; (iv) makes a general assignment for the benefit of creditors; or (v) 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; or (d) a direct or indirect change in control of Buyer occurs without Seller's prior written consent. Any termination under this Section 11 will be effective on the date of Seller's written notice of termination or such later date as set forth in the notice. Any termination by Seller pursuant to this Section 11 will not give rise to any liability of Seller nor constitute a waiver of any of Seller's rights or remedies under this Agreement or otherwise provided by law.

**12. INDEMNIFICATION.** To the maximum extent allowed by law, Buyer will defend, indemnify and hold harmless Seller and its present and future directors, managers, officers, shareholders, members, employees, attorneys, agents, representatives, parents, affiliates and subsidiaries from and against any and all claims, costs, demands, losses, indirect and direct damages (including lost profits, incidental, consequential and punitive damages), liabilities, causes of action, judgments, settlements, awards, fines, penalties, assessments and expenses (including costs of defense, mediation, settlement and reasonable attorneys' and other professionals' fees and costs), however described or denominated, brought by any third party (including Buyer's employees, subcontractors, laborers, agents and assigns) arising out or incidental to, or resulting from: (a) Buyer's negligence, use, ownership, maintenance, transfer, transportation or disposal of Products; (b) injury to person or property caused by or resulting from the absence of any safety device which has been recommended by Seller or supplied to Buyer but not accepted or installed by Buyer; (c) injury to person or property caused by or resulting from the use of Products to handle any materials of a hazardous nature or with hazardous characteristics, including, but not limited to, materials that are or may become flammable, explosive, toxic, radioactive or constitute a danger to health; (d) any infringement or alleged infringement of the industrial and intellectual property rights of others arising from Buyer's plans, specifications (including Buyer's trademarks and brand names) or production of Products ordered by Buyer; (e) Buyer's violation or alleged violation of any federal, state, county or local laws or regulations; (f) any negligent or willful act or omission of Seller or its respective subcontractors, agents, employees or other representatives; or (g) Buyer's breach of this Agreement.

**13. EXPORT; INTERNATIONAL TRADE.**

**13.1** The Products may be subject to export controls and regulations of the U.S., the country of manufacture or the country of shipment, and such export may require a valid export license. Seller's acceptance of Buyer's Purchase Order and delivery of the Products is conditioned on Buyer's compliance with applicable export controls. Seller will have no obligation to sell or deliver any Product until all required U.S. and/or other export licenses have been granted and there are no other impediments arising from any applicable export regulations. No Products sold to Buyer may be exported or re-exported unless such export or re-export complies fully with all applicable export regulations.

**13.2** Seller makes no representation with respect to the country of origin, qualification for duty preference or similar program, specific Harmonized Tariff Schedule Number, export jurisdiction, U.S. Munitions List

category, Export Control Classification Number, or export authority of any good. Seller retains all of its duty drawback rights, and any attempt by Buyer to transfer any such rights will be void. Buyer shall not, itself or by any freight forwarder, customs broker or other agent or third party under Buyer's direction or control, designate Seller as the U.S. Principal Party in Interest (as defined in the U.S. Foreign Trade Regulations, 15 CFR Part 30) or file the Electronic Export Information with U.S. Bureau of Census ("**EEI**"), unless otherwise agreed in writing by an authorized agent of Seller. If Buyer files an EEI without the prior written consent required by the preceding sentence, then: (a) the EEI will be considered to have been made without the Seller's authority or permission, and any false statements to the government will be considered to have been made by Buyer or its agent, as applicable; (b) any affected transaction will be considered to be a routed export transaction, such that Buyer or its agent will be considered the U.S. Principal Party in Interest and exporter of record (as defined by the Foreign Trade Regulations and the Export Administration Regulations) for those transactions; (c) Buyer shall assume all of the responsibilities of the exporter of record for any such transactions; and (d) Seller will have no responsibility as the exporter of record. Buyer represents that it is not, and to the best of Buyer's knowledge, its customers, its customers' end-users and its agents are not, subject to any U.S. or other government sanction or restriction that would prohibit the sale or export by Seller of the Products or related services. Upon Seller's request, Buyer shall provide all end-user and end-use information of which it is aware or which it could obtain with commercially reasonable efforts. Buyer shall comply strictly with all applicable U.S. export laws and regulations, and Buyer shall assist Seller in complying and documenting compliance with any applicable U.S. export laws, regulations and executive orders. Regardless of any statements on Buyer's Purchase Order or other documents to the contrary, Seller shall not be the importer of record (as that term is defined by U.S. law at 19 USC 1484, or equivalent provision of non-U.S. law) with respect to a transaction governed by this Agreement, unless otherwise agreed in writing by an authorized agent of Seller.

**14. ADVERTISING/USE OF TRADE NAMES.** Except to the extent Seller has consented in a signed writing, Buyer will not advertise or publish that Buyer has purchased Products from Seller or use any of Seller's trademarks or trade names in Buyer's advertising or promotional materials.

**15. GENERAL TERMS.**

**15.1 Notices.** All notices, claims and other communications to Seller required or permitted under this Agreement will be made in writing and will be effective only upon receipt by Seller. Buyer's failure to provide any notice, claim or other communications to Buyer in the manner and within the time period specified in this Agreement will constitute a waiver by Buyer of any and all rights and remedies that otherwise would have been available to Buyer upon making such notice, claim or other communication.

**15.2 Entire Agreement.** This Agreement, including any attachments, exhibits or supplements attached hereto, and other matter incorporated herein by specific reference, constitutes the entire agreement between Seller and Buyer with respect to the subject matter of this Agreement and supersedes all prior or contemporaneous oral or written discussions, understandings, representations and agreements.

**15.3 Remedies.** Seller reserves and does not waive any claims, rights and remedies that it may have under this Agreement, any other agreements between Buyer and Seller and applicable law, including the right to recover from Buyer any and all damages (including incidental and consequential damages), costs or expenses (including attorneys' or other professionals' fees and labor, material and apportionable overhead costs and expenses) incurred by Seller on account of Buyer's breach of this Agreement (including any cancellation by Buyer of this Agreement or any Purchase Order placed by Buyer pursuant to this Agreement).

**15.4 Assignment.** Buyer may not assign this Agreement or assign or delegate it rights or obligations under this Agreement without Seller's prior written consent. Any purported assignment in violation of this section will be null and void and of no force or effect.

**15.5 Governing Law; Venue.** This Agreement, and all related documents and matters arising out of or relating to this Agreement, are governed by, and will be construed in accordance with, the laws of the State of Michigan, without regard to any conflict of law provisions. The United Nations Convention on Contracts for the International Sale of Goods is expressly excluded from applying to this Agreement or any Purchase Order. Seller and Buyer each irrevocably and unconditionally agree that the sole and exclusive forum and venue for any legal or equitable action or proceeding arising out of or in connection with this Agreement will lie in any federal or state court located in the State of Michigan and any appellate court with jurisdiction over such courts. Each party hereby irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and Buyer agrees not to bring any action, litigation or proceeding in any other court.

**15.6 Relationship of Parties.** Seller and Buyer are independent contracting parties and nothing in this Agreement will make either party the agent or legal representative of the other for any purpose, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other.

**15.7 No Third Party Beneficiary.** Except as otherwise provided, Buyer acknowledges and agrees that the rights and interests of the parties under this Agreement are intended to solely benefit Seller and Buyer.

**15.8 Interpretation.** For purposes of this Agreement: (a) whenever the word “including” (or any variation thereof) is used, it is deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; (c) section headings are for convenience or reference only, and do not affect the meaning of this Agreement; and (d) any agreement, instrument, statute, law, regulation or rule defined or referred to herein shall be deemed to mean such agreement, instrument, statute, law, regulation or rule as from time to time amended, modified or supplemented, and includes, in the case of agreements and instruments, references to all attachments thereto and instruments incorporated therein. No provision in this Agreement may be construed against Seller as the drafting party.

**15.9 Survival.** To the extent that any provisions of this Agreement are meant to remain valid after this Agreement has terminated, expired or otherwise ended, such provisions have continued validity even after termination.

**15.10 Consultation with Counsel.** BUYER AND SELLER ACKNOWLEDGE THAT THEY HAVE BEEN GIVEN THE OPPORTUNITY TO CONSULT WITH COUNSEL OF THEIR CHOICE BEFORE ENTERING INTO THIS AGREEMENT AND ARE DOING SO WITHOUT DURESS, INTIMIDATION, OR COERCION AND WITHOUT RELIANCE UPON ANY REPRESENTATIONS, WARRANTIES OR COMMITMENTS OTHER THAN THOSE REPRESENTATIONS, WARRANTIES OR COMMITMENTS SET FORTH IN THIS AGREEMENT.

**15.11 Jury Trial Waiver.** BUYER AND SELLER ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH OF BUYER AND SELLER, AFTER CONSULTING (OR HAVING THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF ITS CHOICE, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER DOCUMENT PERTAINING TO THIS AGREEMENT.

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