

TERMS AND CONDITIONS OF SALE

CUI Inc., as applicable based on the order acknowledgement to which these Terms and Conditions are attached, is herein referred to as the "Seller" and the customer or person or entity purchasing goods ("Goods") from Seller is referred to as the "Buyer." These Terms and Conditions, any price list or schedule, quotation, acknowledgment or invoice from Seller relevant to the sale of the Goods and all documents incorporated by specific reference herein or therein, constitute the complete and exclusive statement of the terms of the agreement governing the sale of Goods by Seller to Buyer. Any term or condition in any printed form of Buyer, including but not limited to any order, confirmation or other document, which is in any way inconsistent with or in addition to the terms and conditions hereof is expressly rejected, and Seller's acceptance of any offer or order of Buyer is hereby expressly made in reliance on Buyer's assent to all terms and conditions hereof. If Buyer objects to any of the terms or conditions hereof, such objection must be made in writing and received by Seller within ten (10) calendar days after placing a purchase order. Failure to so object shall be conclusively deemed to be acceptance of the terms and conditions hereof. Seller's failure to object to any term or condition in any oral or written communication from Buyer, whether delivered before or after the date hereof, shall not constitute an acceptance thereof or a waiver of any term or condition hereof. Electronic commerce transactions between Buyer and Seller will be solely governed by this Agreement, and any terms and conditions on Buyer's internet site will be null and void and of no legal effect on Seller. All correspondence pertaining to this order, or to any of the terms and conditions covered by this order, will be in the English language. Seller reserves the right in its sole discretion to refuse orders.

1. **PRICES:** Unless otherwise specified in writing by Seller, the price quoted or specified by Seller for the Goods shall expire thirty (30) calendar days from the date issued. The price to Buyer for any Goods shall be

the applicable published price or valid quote in effect at the time of order entry. All prices are subject to change without notice related to taxes, tariffs or other charges imposed by governmental authorities which may be in effect on the date of shipment. All prices are subject to change with notice if there is a change in underlying costs including but not limited to prices of raw materials and commodities, cost of labor, freight rates or overhead.

All prices are exclusive of taxes, transportation and insurance, which are to be borne by Buyer.

2. **TAXES:** Any current or future tax, tariff, duty or governmental charge (or increase in same) affecting Seller's costs of production, sale, or delivery or shipment, or which Seller is otherwise required to pay or collect in connection with the sale, purchase, delivery, storage, processing, use or consumption of Goods, shall be for Buyer's account and shall be added to the price.

3. **TERMS OF PAYMENT:** Unless otherwise specified by Seller, terms are net thirty (30) days from date of Seller's invoice in U.S. currency. Seller shall have the right, among other remedies, either to terminate this agreement or to suspend further performance under this and/or other agreements with Buyer in the event Buyer fails to make any payment when due, which other agreements Buyer and Seller hereby amend accordingly. Buyer shall be liable for all expenses, including attorneys' fees, relating to the collection of past due amounts. If any payment owed to Seller is not paid when due, it shall bear interest, at a rate to be determined by Seller, which shall not exceed the maximum rate permitted by law, from the date on which it is due until it is paid. No discounts or setoffs shall be made by Buyer against any invoices unless approved in advance by Seller. Buyer hereby grants to Seller a security interest in all Goods and all proceeds and products thereof until all amounts due or to become due hereunder have been paid. Any repossession and removal of Goods shall be without prejudice to any of Seller's other remedies at law or in

TERMS AND CONDITIONS OF SALE

equity. Buyer agrees, at any time and without further consideration, to do or cause to be done, executed and delivered, all such further acts and instruments as Seller may reasonably request in order to perfect Seller's security interest.

4. **SHIPMENT AND DELIVERY**: While Seller will use all reasonable commercial efforts to maintain the delivery date(s) acknowledged or quoted by Seller, all shipping dates are approximate and not guaranteed. Seller reserves the right to make partial shipments. Seller, at its option, shall not be bound to tender delivery of any Goods for which Buyer has not provided shipping instructions and other required information. Seller may prepay carrier of choice and add the cost of such prepayment to the invoice. If the shipment of the Goods is postponed or delayed by Buyer for any reason, Buyer agrees to reimburse Seller for any and all storage costs and other additional expenses resulting therefrom. Seller reserves the right to suspend or cancel shipments due to changes in regulations. Seller reserves the right to delay deliveries indefinitely and to allocate production and deliveries of products among its various customers in Seller's sole discretion, or, if applicable, in accordance with the U.S. Defense Priorities and Allocations System Regulations. Risk of loss for damage and responsibility shall pass from Seller to Buyer upon delivery to and receipt by carrier at Seller's shipping point. All shipments are F.C.A. Seller's shipping point Incoterms 2020. Any claims for shortages or damages suffered in transit are the responsibility of Buyer and shall be submitted by Buyer directly to the carrier.

Shortages or damages must be identified and signed for at the time of delivery. Buyer shall inspect Goods delivered to it by Seller immediately upon receipt, and, any course of dealing to the contrary notwithstanding, failure of Buyer to give Seller notice of any claim within fifteen (15) days after receipt of such Goods shall be an unqualified acceptance of such Goods.

5. **BUYER'S FINANCIAL CONDITION**: This Agreement and all shipments made hereunder shall at

all times be subject to the approval by Seller of Buyer's financial condition. If the financial condition of Buyer at any time becomes unsatisfactory to Seller, in Seller's sole discretion, or if Buyer fails to make any payment when due, in addition to any other rights Seller may have, Seller may defer or decline to make any shipment or shipments hereunder or may condition any such shipment upon receipt of satisfactory security or cash payments in advance.

6. **LIMITED WARRANTY**: Subject to the limitations of Section 7, Seller warrants that the Goods manufactured by Seller will be free from defects in material and workmanship under normal use and regular service and maintenance for a period of two (2) years from the date of shipment of the Goods by Seller, unless otherwise specified by Seller in writing. **THIS IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY SELLER WITH RESPECT TO THE GOODS AND IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS OR OTHERWISE, AND WHETHER OR NOT SELLER'S PRODUCTS ARE SPECIFICALLY DESIGNED AND/OR MANUFACTURED BY SELLER FOR BUYER'S USE OR PURPOSE.**

This warranty does not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence (other than Seller's), unauthorized modification or alteration, use beyond rated capacity, unsuitable power sources, operating environment or environmental conditions, improper installation or testing, repair, handling, maintenance or application, use of the Goods for purposes other than that for which it was designed, or any other cause not the fault of Seller. To the extent that Buyer or its agents have supplied specifications, information, representation of operating conditions or other data to Seller in the selection or design of the Goods and the

TERMS AND CONDITIONS OF SALE

preparation of Seller's quotation, and in the event that actual operating conditions or other conditions differ from those represented by Buyer, any warranties or other provisions contained herein which are affected by such conditions shall be null and void. Seller's warranty obligations do not apply to prototypes and samples of Goods. These prototype and samples shall not be returned unless otherwise agreed to by Seller in writing.

If within thirty (30) days after Buyer's discovery of any warranty defects within the warranty period, Buyer notifies Seller thereof in writing, Seller shall, at its option and as Buyer's exclusive remedy, repair, correct or replace F.C.A. point of manufacture, or refund the purchase price for, that portion of the Goods found by Seller to be defective. Failure by Buyer to give such written notice within the applicable time period shall be deemed an absolute and unconditional waiver of Buyer's claim for such defects. All costs of dismantling, reinstallation, freight and the time and expense of Seller's personnel and representatives for site travel and diagnosis under this warranty shall be borne by Buyer unless accepted in writing by Seller. Goods repaired or replaced during the warranty period shall be covered by the foregoing warranty for the remainder of the original warranty period or ninety (90) days from the date of shipment, whichever is longer. Replacement parts furnished under this warranty may be refurbished or contain refurbished components.

Buyer assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of Goods, either alone or in combination with other products/components.

Section 6 applies to any entity or person who may buy, acquire or use the Goods, including any entity or person who obtains the Goods from Buyer, and shall be bound by the limitations therein, including Section 7. Buyer agrees to provide such subsequent transferee conspicuous, written notice of the provisions of Sections 6 and 7.

7. LIMITATION OF REMEDY AND LIABILITY: THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREUNDER OTHER THAN THE WARRANTY PROVIDED UNDER SECTION 6 SHALL BE LIMITED TO REPAIR, CORRECTION OR REPLACEMENT, OR REFUND OF THE PURCHASE PRICE UNDER SECTION 6.

SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND THE REMEDIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL SELLER'S LIABILITY TO BUYER AND/OR BUYER'S CUSTOMERS EXCEED IN THE AGGREGATE THE TOTAL PURCHASE PRICE RECEIVED BY SELLER FOR THE GOODS (OR, IN THE CASE OF OBLIGATIONS ARISING FROM OR RELATING TO PARTICULAR GOODS OR SERVICES RENDERED IN CONNECTION HERewith, THE PURCHASE PRICE PAID BY BUYER FOR THE SPECIFIC GOODS OR SERVICES PROVIDED BY SELLER) GIVING RISE TO THE CLAIM OR CAUSE OF ACTION. BUYER AGREES THAT IN NO EVENT SHALL SELLER'S LIABILITY TO BUYER AND/OR BUYER'S CUSTOMERS EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL SPECIAL OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, OR CLAIMS OF ANY THIRD PARTIES. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment.

Buyer expressly acknowledges and agrees that Seller has set its prices and entered into this agreement in reliance upon the limitations of liability and other terms and conditions specified herein, which allocates the

TERMS AND CONDITIONS OF SALE

risk between Seller and Buyer and form a basis of this bargain between the parties.

It is expressly understood that any technical advice furnished by Seller with respect to the use of the Goods is given without charge, and Seller assumes no obligation or liability for the advice given, or results obtained. All such advice being given and accepted at Buyer's risk. Seller disclaims any and all liability for any errors, inaccuracies or incompleteness contained in any datasheet or in any other disclosure relating to any Goods. Statements regarding the suitability of Goods for certain types of applications are based on Seller's knowledge of typical requirements that are often placed on Seller's Goods in generic applications. Such statements are not binding statements about the suitability of Goods for a particular application. It is the Buyer's responsibility to validate that a particular Good with the properties described in the product specification is suitable for use in a particular application. Parameters provided in datasheets and/or specifications may vary in different applications and performance may vary over time. All operating parameters, including typical parameters, must be validated for each customer application by the customer's technical experts. Data sheets and/or product specifications do not expand or otherwise modify Seller's terms and conditions, including but not limited to the warranty expressed in Section 6.

8. PATENTS AND COPYRIGHTS: Subject to the limitations of the second paragraph of Section 7, Seller warrants that the Goods sold, except as are made specifically for Buyer according to Buyer's specifications, do not directly infringe any valid U.S. patent or copyright in existence as of the date of shipment. This warranty is given upon the condition that Buyer promptly notify Seller of any claim or suit involving Buyer in which such infringement is alleged and cooperate fully with Seller and permit Seller to control completely the defense, settlement or compromise of any such allegation of infringement.

Seller's warranty only applies to infringement arising solely out of the inherent operation according to Seller's specifications and instructions (i) of such Goods, or (ii) of any combination of Goods acquired from Seller in a system solely designed by Seller. In the event such Goods are held to infringe such a U.S. patent or copyright in such suit, and the use of such Goods is enjoined, or in the case of a compromise or settlement by Seller, Seller shall have the right, at its option and expense, to procure for Buyer the right to continue using such Goods, or replace them with non-infringing Goods, or modify same to become non-infringing, or grant Buyer a credit for the depreciated value of such Goods and accept return of them. In the event of the foregoing, Seller may also, at its option, cancel the agreement as to future deliveries of such Goods, without liability. **IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF PATENT OR INTELLECTUAL PROPERTY INFRINGEMENT.**

9. EXCUSE OF PERFORMANCE: Seller shall not be liable for delays in performance or for non-performance due to acts of God; acts of Buyer; war; fire; flood; weather; epidemic; pandemic; quarantine; civil commotion; breakdown of communication facilities, web hosts or internet providers; sabotage; strikes or labor disputes; civil disturbances or riots; governmental requests, restrictions, allocations, laws, regulations, orders or actions; unavailability of or delays in transportation; default of suppliers; or unforeseen circumstances or any events or causes beyond Seller's reasonable control. Deliveries or other performance may be suspended for an appropriate period of time or canceled by Seller upon notice to Buyer in the event of any of the foregoing, but the balance of the agreement shall otherwise remain unaffected as a result of the foregoing.

If Seller determines that its ability to supply the total demand for the Goods, or to obtain material used directly or indirectly in the manufacture of the Goods, is hindered, limited or made impracticable due to causes set forth in the preceding paragraph, Seller

TERMS AND CONDITIONS OF SALE

may allocate its available supply of the Goods or such material without obligation to acquire other supplies of any such Goods or material among itself and its purchasers on such basis as Seller determines to be equitable without liability for any failure of performance which may result therefrom.

10. **CANCELLATION**: Unless otherwise agreed in writing by Seller, orders under this agreement may not be canceled by Buyer for any reason.

11. **CHANGES**: Buyer may request changes or additions to the Goods consistent with Seller's specifications and criteria. In the event such changes or additions are accepted by Seller, Seller may revise the price and dates of delivery. Seller reserves the right to discontinue Goods from time to time, without notice to Buyer of any kind. Unless otherwise specified by Seller, Buyer has no last buy rights with respect to any Goods.

ALL GOODS, DATA, RELATED SPECIFICATIONS, MATERIALS, PROCESSES, MANUFACTURING PROCEDURES OR LOCATIONS ARE SUBJECT TO CHANGE WITHOUT PRIOR NOTICE TO IMPROVE RELIABILITY, FUNCTION OR DESIGN OR OTHERWISE, except with respect to custom Goods for Buyer. Seller shall have no obligation to install or make such change in any Goods manufactured prior to the date of such change.

Samples, descriptions, representations, and other information contained in Seller's marketing communications are for general informational purposes only and are not binding.

12. **RESCHEDULES**: Unless otherwise agreed to in writing by both parties, Buyer may only reschedule an order with thirty (30) days prior written notice and Seller's written consent. A reschedule should not extend further than an additional forty-five (45) calendar days from original ship date requested. An order cannot be rescheduled more than once.

13. **ACCEPTANCE; RETURNED GOODS**: Buyer shall inspect Goods promptly upon their receipt. Unless Buyer notifies Seller in writing within thirty (30)

calendar days after the receipt of Goods that Goods are nonconforming (in commercially reasonable detail), Buyer shall be deemed to have accepted the Goods. Acceptance as aforesaid shall constitute acknowledgement of full performance by Seller of all its obligations hereunder. Except as otherwise provided with respect to warranty defects in Section 6, advance written permission along with an RMA number to return Goods must be obtained from Seller's customer service department. Such Goods must be current, unused, catalogued Goods and must be shipped, transportation prepaid, to the Seller's specified return location. Unless otherwise agreed to in writing by both parties, Goods must be returned in their original packaging. Returns made without proper written permission will not be accepted by Seller. Credit or exchange for such returned Goods will be at the billing price or current price, whichever is lower. All Goods may be subject to a deduction of up to twenty-five percent (25%) of the original purchase price to cover inspection, restocking, repacking and reconditioning charges and costs. Seller reserves the right to inspect Goods prior to authorizing return.

14. **NUCLEAR AND HAZARDOUS ACTIVITIES**: Unless specifically agreed to in writing by an authorized officer of Seller, Goods shall not be used in connection with any nuclear facility or any other application or hazardous activity where the failure of a single component could cause substantial harm to persons or property. If so used, Buyer agrees to indemnify and hold Seller harmless from any and all causes of action, claims, costs, liabilities and losses, including incidental and consequential damage that arise from or relate to the use of Goods in such facilities, applications, or activities. Buyer accepts goods and services with the foregoing understanding and agrees to communicate the same in writing to any subsequent purchasers or users.

15. **MEDICAL APPLICATIONS**: In connection with any anticipated use of Goods by Buyer in medical applications, unless otherwise confirmed in a written agreement executed by duly authorized

TERMS AND CONDITIONS OF SALE

representatives of Seller, Buyer acknowledges and agrees that:

Seller's Goods may not satisfy the requirements applicable to products manufactured for certain medical applications. It is the sole responsibility of persons contemplating medical uses of Seller's Goods to comply with all applicable domestic and international laws, regulations, codes and standards (including UL codes). Seller's Goods may have not been designed, manufactured, tested or qualified for use in certain medical applications (including life support systems) and Seller has not sought or received any rulings from the FDA or any other federal, state, or local government agency as to the safety, effectiveness or appropriateness of its Products for such applications. Persons intending to evaluate or to use Seller's Products for medical purposes must rely on their own medical and legal judgment without any representation on Seller's part.

16. **BUYER'S COMPLIANCE WITH LAWS:** In connection with the transactions contemplated by this agreement, Buyer is familiar with and shall fully comply with all applicable laws, regulations, licenses, rules and other requirements of the United States and of any applicable state, foreign and local governmental body in connection with the purchase, receipt, use, transfer and disposal of the Goods.

17. **EXPORT/IMPORT:** Buyer shall comply with all export control and sanctions laws, regulations, and orders applicable at the time of export, re-export, transfer, disclosure or provision of goods, software, technology or services including, without limitation, the (i) Export Administration Regulations (EAR); (ii) International Traffic in Arms Regulations (ITAR); (iii) Foreign Assets Control Regulations and associated Executive Orders; and (iv) laws and regulations of other countries. Buyer agrees to sign written assurances and other export-related documents as may be required for Seller to comply with export laws and regulations.

18. **GOVERNMENT CONTRACTS:** To the extent permitted by law, Seller expressly disclaims all

Federal Acquisition Regulation (FAR) and Defense Federal Acquisition Regulation Supplement (DFARS) clauses and requirements. If Buyer requires FAR and DFARS clauses to be applicable to Buyer's purchase order, then such requirements must be negotiated between the parties and mutually agreed upon in a writing signed by both parties.

19. **TOOLING:** Tool, die, and pattern charges, if any, are in addition to the price of the Goods and are due and payable upon completion of the tooling. All such tools, dies and patterns shall be and remain the property of Seller. Charges for tools, dies, and patterns do not convey to Buyer title, ownership interest in, or rights to possession or removal, or prevent their use by Seller for other purchasers, except as otherwise expressly provided by Seller and Buyer in writing with reference to this provision.

20. **RIGHTS IN TECHNICAL DATA:** Seller shall retain all rights to its technical data, except it grants only those rights to the U.S. government that it customarily grants to its commercial customers. Any grant of rights to the U.S. government in excess of the rights granted to its commercial customers shall be made through a separate, written agreement by the parties.

21. **SOFTWARE/FIRMWARE:** Notwithstanding any other provision herein to the contrary, Seller or applicable third party licensor to Seller shall retain all rights of ownership and title in its respective Software, including without limitation all rights of ownership and title in its respective copies of such Software. Except as otherwise provided herein, Buyer is hereby granted a nonexclusive, non-transferable royalty free license to use the Software incorporated into the Goods solely for purposes of Buyer properly utilizing such Goods purchased from Seller. All other Software shall be furnished to, and used by, Buyer only after execution of Seller's (or the licensor's) applicable standard license agreement, the terms of which are incorporated herein by reference.

22. **DRAWINGS:** Seller's prints and drawings (including without limitation, the underlying

TERMS AND CONDITIONS OF SALE

technology) furnished by Seller to Buyer in connection with this agreement are the property of Seller and Seller retains all rights, including without limitation, exclusive rights of use, licensing and sale. Possession of such prints or drawings does not convey to Buyer any rights or license, and Buyer shall return all copies (in whatever medium) of such prints or drawings to Seller immediately upon request therefore.

23. **ASSIGNMENT**: Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Seller, and any such assignment, without such consent, shall be void.

24. **ENTIRE AGREEMENT; MODIFICATIONS; WAIVERS**: These terms and conditions supersede all other communications, negotiations and prior oral or written statements regarding the subject matter of these terms and conditions. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon the Seller unless made in writing and signed on its behalf by a duly authorized representative of Seller. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification or additional terms shall be applicable to this agreement by Seller's receipt, acknowledgment, or acceptance of purchase orders, shipping instruction forms, or other documentation containing terms at variance with or in addition to those set forth herein. Any such modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein. No waiver by either party with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound. All typographical or clerical

errors made by Seller in any quotation, acknowledgment or publication are subject to correction.

25. **GOVERNING LAW**: The validity, performance, and all other matters relating to the interpretation and effect of this agreement shall be governed by the law of the state of New Jersey. Buyer and Seller agree that the proper venue for all actions arising in connection herewith shall be only in New Jersey and the parties agree to submit to such jurisdiction. BUYER AND SELLER EACH WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION, CLAIM OR PROCEEDING RELATING TO THIS AGREEMENT. No action, regardless of form, arising out of transactions relating to this agreement, may be brought by either party more than two (2) years after the cause of action has accrued. The U.N. Convention on Contracts for the International Sales of Goods shall not apply to this agreement.

26. **NOTICES**: All notices and other communications hereunder shall be in writing and shall be mailed by first-class, registered, express, or certified mail, postage prepaid, to the parties hereto at their respective designated addresses.

27. **CONFIDENTIALITY**: As used herein, the term "Confidential Information" includes any information, material or apparatus, of a confidential or proprietary nature obtained from Seller and any information obtained from Seller which is not readily available to Seller's competitors and which, if known by a competitor of Seller, might lessen any competitive advantage of Seller or give such competitor a competitive advantage. Seller retains ownership of all Confidential Information, whether written, oral, electronic, visual, graphic, photographic, observational or otherwise, and all documentation which contains Confidential Information. Buyer shall not disclose, duplicate or reproduce any Confidential Information, in whole or in part, nor shall Buyer use any Confidential Information other than in the course of performing its obligations hereunder. Buyer shall

TERMS AND CONDITIONS OF SALE

take all reasonable steps to prevent the disclosure, duplication or reproduction of any Confidential Information. Buyer shall limit access to the Confidential Information to those employees of Buyer with a valid need to know. Notwithstanding the foregoing, Buyer shall not be required to refrain from disclosing or using any Confidential Information which has become known to Buyer if the original source of such Confidential Information was not Seller or any person or party affiliated with Seller or having a relationship of confidentiality with or an obligation of confidentiality to Seller. Upon request of Seller or

termination of this Agreement, Buyer shall immediately return any Confidential Information provided, including all copies made by Buyer. The obligations under this Section will survive the expiration or termination of the Agreement.

28. **SEVERABILITY**: The invalidity or unenforceability of any provision of the contract will not affect the validity or enforceability of its other provisions and the remaining provisions will remain in full force and effect.