

PPG Coatings Services
Terms and Conditions of Sale of Products and Services

Effective Date: January 1, 2023

1. **Acceptance.** The following terms and conditions (“Terms and Conditions”) apply to all transactions for coatings service(s) (“Services”) to certain Customers’ part(s) upon which Services are rendered (“Parts”) using certain industrial coatings and related products (“Products”) produced or processed by, and each Quotation (defined below), order acknowledgement and invoice from, MetoKote Corporation d/b/a PPG Coatings Services, and its subsidiaries, divisions or affiliates, which include, but are not limited to: MetoKote U.K. Limited, MetoKote de Mexico S. de R.L. de C.V., MetoKote Canada Unlimited, MetoKote Deutschland GmbH, MetoKote Hungary Coating Limited Liability Company and The Crown Group Co. (collectively or singularly, as applicable, the “Seller”) and to each purchase order (“Purchase Order”) from each customer (“Customer”) of Seller with respect to any of the aforementioned business units. These Terms and Conditions are the only terms applicable to Seller’s provision of Services or Products, except those relating solely to quantities, shipping instructions, or descriptions of the Services or Products set forth in Customer’s Purchase Orders (collectively, “Purchase Order Terms”). Purchase Orders, if accepted by Seller, are accepted subject to the Terms and Conditions set forth herein. **SELLER HEREBY REJECTS ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS PROPOSED BY CUSTOMER, WHETHER OR NOT CONTAINED IN ANY OF CUSTOMER’S BUSINESS FORMS OR ON CUSTOMER’S WEBSITE, AND SUCH ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS SHALL BE VOID AND OF NO EFFECT UNLESS IN A WRITTEN AGREEMENT, SIGNED BY AN OFFICER, DIRECTOR, OR LEGAL COUNSEL (“Authorized Representative”) OF SELLER, WHICH SPECIFICALLY REFERS TO “A MODIFICATION OF” OR “DEVIATION FROM” THE LANGUAGE OF “SELLER’S TERMS AND CONDITIONS OF SALE”.** The parties agree that it is their intention that the battle of the form section of §2-207 of the Uniform Commercial Code as in effect in the State of Ohio, USA shall not apply to these Terms and Conditions.

In addition, no site usage agreement, or any other click through agreement on a website will have any applicability or binding effect whether or not Seller clicks on an “ok,” “I accept,” or similar acknowledgment.

Customer’s Acceptance of these Terms and Conditions may be accomplished by any of the following means: 1. signing a Quotation containing Seller’s Terms and Conditions; 2. acceptance of Services or Products; 3. submission of an order after receipt of a Quotation; 4. placing orders after receipt of other Quotations from Seller that include a reference to Seller’s Terms and Conditions; and 5. any other communication indicating acceptance of these Terms and Conditions.

2. **Quotations.** Any quotation or pricing proposal (“Quotation”) is only valid if in writing and then only for thirty (30) days from the date of the Quotation unless otherwise set forth in such Quotation. All Seller Quotations are subject to change or withdrawal without prior notice to Customer unless otherwise specifically stated in the Quotation. Seller shall have no obligation to provide, deliver, or sell Services or Products covered by a Seller Quotation unless and until Seller issues an order acknowledgement or upon the shipment of Products or commencement of Services by Seller.

3. **Prices.** Unless otherwise stated in the applicable documents, prices are in the currency of the country where the Services are provided or where the Products are produced and are subject to change upon written notice to Customer. If a raw material or component is subject to a price increase, or if Seller is impacted by increased labor, utilities, manufacturing, selling, general or administrative expenses, Seller reserves the right to increase prices and/or surcharge Customer and Customer agrees to accept such price increase or surcharge for the term of such price increase or surcharge or until the termination of the contract to which these Terms and Conditions apply. Seller reserves the right to charge Customer for special charges as communicated from time to time by Seller to Customer. All orders are accepted subject to Seller’s price in effect at time of shipment. Customer is responsible to pay for, on or prior to the end of any program, order, etc., any unused materials (packaging, coating materials, etc.) specifically made or acquired for Customer’s order.

4. **Terms of Payment.** The inspection rights granted to Customer will not affect or alter the payment terms or the timing of Customer’s payment obligations. Under no circumstances will Customer have a right of setoff. Seller shall have the right to offset its payables against its receivables from Customer. Time of payment is of the essence. Unless otherwise expressly agreed to by Seller in its Quotation, terms of payment are fifteen (15) days net from the date of Seller’s invoice. If Customer fails to pay timely pay any such invoice, then Seller reserves the right to take any or all of the following actions: (a) any actions allowable under law; (b) withhold shipment of Parts; (c) institute new payment terms; and/or (d) cancel any Purchase Orders. Customer agrees to pay interest on overdue invoices at the rate of the lesser of two percent (2 %) per month or the highest rate permitted by law. If Customer fails to make any payment as required, then Customer agrees to indemnify Seller for all costs and expenses, including reasonable attorneys’ fees, court costs, and associated expenses incurred by Seller in collecting the past due amount.

5. **Credit Approval.** All Quotations and shipments to be made hereunder are subject to the approval of Seller’s accounting department. If, in Seller’s sole judgment, the financial viability or responsibility of Customer is or becomes unsatisfactory, then Seller may, at its option and without prejudice to any of its other remedies hereunder or at law or equity, (a) defer or decline to make any shipments hereunder except upon receipt of satisfactory security or cash payments in advance, and / or (b) terminate all Purchase Orders of Customer.

6. **Cancellation.** Seller reserves the right to cancel any Purchase Orders or releases thereunder or terminate any Agreement relating to Seller’s Services or Products on not less than thirty (30) days’ notice. Unless specifically agreed to by Seller in writing signed by an Authorized Representative of Seller, once Seller has either accepted a Purchase Order or has begun taking actions with respect to such Purchase Order, such Purchase Order cannot be canceled, terminated or modified by Customer in whole or in part except with Seller’s consent in a writing signed by an Authorized Representative of Seller and then only upon terms and conditions to be agreed upon, which shall include protection of Seller against all losses related to the termination. If Customer nonetheless repudiates the Purchase Order or contract or notifies Seller to proceed no further therewith, Seller shall have the right to deliver all Parts, and work in process, and Customer agrees to accept same and to pay to Seller the contract price for all such Services and Products plus reimbursement of any costs associated with the early termination.

7. **Inspection / Non – Conforming Shipments.** Seller grants Customer the right to inspect Parts for a period of fifteen (15) business days immediately following delivery (“Inspection Period”). Customer must notify, through an NCR (as defined herein), Seller of any Services or Products that does not conform to the terms applicable to its order within the Inspection Period and afford Seller a reasonable opportunity to inspect such Part upon which Services have been performed and cure any nonconformity. If Customer fails to provide Seller with an NCR (as defined below) within the Inspection Period, then Customer shall be deemed to have accepted such Services or Products. Customer will have no right to return any Product or Part upon which Services have been rendered without Seller’s prior written authorization (“Return Good Authorization” or “RGA”). Any return authorized by Seller must be made in accordance with Seller’s return policies then in effect and must be accompanied by a written statement by Customer documenting the reason why the Part or Parts upon which Services were rendered was returned (such written statement herein “Non-Conformance Report” or “NCR”). Customer shall be responsible for all costs and expenses associated with any returns of Parts and will bear the risk of loss or damage of such Parts unless Seller agrees otherwise in writing or the Services or Products actually did not conform to the warranties herein. Seller, in its sole discretion, may reject any return of a Part not approved by Seller in accordance with this paragraph or otherwise not returned in accordance with Seller’s then current return policies.

PPG Coatings Services
Terms and Conditions of Sale of Products and Services

8. **Title / Risk of Loss / Delivery.** Unless otherwise agreed to in writing, all freight and logistics costs will be borne by Customer. Freight payments are solely the responsibility of the Customer, to be paid directly by the Customer to the carrier. Seller reserves the right to adjust prices to cover additional costs a) when the Customer specifies that deliveries are to be made in installments that do not conform to Seller's typical production schedule, and b) when Seller elects to deliver as specified by Customer. All Parts shall be shipped F.O.B. Seller's plant and shall become the property (if not already the property) of Customer upon delivery to the carrier and receipt of payment in full to Seller. Customer assumes all risk and liability for loss, damage, or destruction, as well as the results of any use or misuse by third parties who may acquire or use the Parts illicitly after the delivery to the carrier. Unless mutually agreed upon in writing, shipping dates are approximate and are based upon prompt receipt of all necessary information. Seller reserves the right to ship items in a single or multiple shipments.

9. **Damage.** Customer shall notify Seller (and as applicable the delivering carrier) within fifteen (15) business days from date of receipt of Parts of any damage, shrinkage, or shortage. Customer shall afford Seller a reasonable opportunity to inspect the Parts. Any loss occasioned by damage or shrinkage in transit will be for Customer's account and claims for such loss shall be made solely against the carrier.

10. **Indemnification.** Customer shall indemnify and hold Seller harmless from and against any and all claims, demands, liabilities, suits, actions, proceedings, damages, costs and expenses (including, but not limited to, attorney's fees), etc. incident to or arising out of or in connection with or relating to Customer's negligent or willful acts related to this Agreement. Seller may participate in any such defense to such extent as it, in its sole discretion, may determine.

11. WARRANTY. SELLER WARRANTS, SUBJECT TO SCRAP ALLOWANCES, THAT THE SERVICES AND PRODUCTS (TO THE EXTENT THAT THE PRODUCTS WERE PRODUCED OR SUPPLIED BY SELLER OR ONE OF ITS SUPPLIERS) CONTRACTED FOR HEREUNDER: (A) WILL CONFORM TO THE APPLICABLE SPECIFICATIONS SET FORTH ON SELLER'S PRODUCT DATA SHEETS FOR SUCH PRODUCTS IF THE PRODUCTS WERE PRODUCED BY SELLER OR THE SPECIFICATIONS SET FORTH IN THE QUOTE PROVIDED BY SELLER FOR THE SERVICES; AND (B) WILL BE CONVEYED FREE AND CLEAR OF ANY LIEN, SECURITY INTEREST OR ENCUMBRANCE. SELLER SHALL HAVE THE RIGHT EITHER TO RE-PERFORM NON-CONFORMING SERVICES, REPLACE OR REPAIR ANY DEFECTIVE PRODUCTS (TO THE EXTENT SUCH DEFECT IS PROXIMATELY CAUSED BY SELLER), TO REFUND THE CONTRACT PRICE, REPLACE (OR PAY FOR REPLACEMENT OF) DAMAGED PARTS, OR TO GRANT A REASONABLE ALLOWANCE ON ACCOUNT OF SUCH DEFECTS. SELLER'S LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR DEFECTIVE PRODUCTS OR DEFECTIVE SERVICES SHALL BE LIMITED SOLELY TO RE-PERFORMANCE, REPLACEMENT, REPAIR, REFUND OR ALLOWANCE AS SELLER MAY ELECT.

CUSTOMER SHALL ALLOW SELLER A REASONABLE OPPORTUNITY TO INVESTIGATE ALL NON-CONFORMANCE CLAIMS AND NO GOODS SHALL BE RETURNED TO SELLER WITHOUT AN NCR.

12. DISCLAIMER OF FURTHER WARRANTIES. EXCEPT AS SET FORTH ABOVE, SELLER MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE) WITH RESPECT TO ITS SERVICES AND PRODUCTS.

13. LIMITATION OF LIABILITIES AND REMEDIES. (A) NOTWITHSTANDING ANYTHING CONTAINED ELSEWHERE IN THESE TERMS AND CONDITIONS OR IN ANY OTHER DOCUMENT ISSUED IN CONNECTION WITH THESE TERMS AND CONDITIONS OR THE COMMERCIAL ARRANGEMENT TO WHICH THESE TERMS AND CONDITIONS RELATE (COLLECTIVELY "AGREEMENT"), SELLER SHALL NOT BE LIABLE, AND CUSTOMER WAIVES ALL CLAIMS AGAINST SELLER, FOR INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST PROFITS, COMMERCIAL LOSSES OR GOODWILL, ARISING OUT OF OR RELATING TO THE AGREEMENT OR THE PRODUCTS OR SERVICES, WHETHER SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT BASED UPON SELLER'S NEGLIGENCE OR BREACH OF WARRANTY OR STRICT LIABILITY IN TORT OR ANY OTHER CAUSE OF ACTION.

(B) NOTWITHSTANDING ANYTHING CONTAINED ELSEWHERE IN THE AGREEMENT, IN NO EVENT SHALL SELLER OR ANY OF ITS AFFILIATES OR REPRESENTATIVES BE LIABLE TO CUSTOMER OR ANY THIRD PARTY WITH RESPECT TO THE SERVICES OR PRODUCTS OR THIS AGREEMENT FOR AN AMOUNT IN EXCESS OF \$250,000, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, WARRANTY, INDEMNITY, NEGLIGENCE OF ANY KIND, STRICT LIABILITY, TORT, OR ANY OTHER THEORY) UPON WHICH THE CLAIM IS BASED.

(C) SELLER SHALL NOT BE LIABLE TO CUSTOMER FOR ANY LOSS, DAMAGE, OR INJURY TO PERSONS OR PROPERTY RESULTING FROM THE HANDLING, STORAGE, TRANSPORTATION, RESALE, OR USE OF ITS GOODS IN MANUFACTURING PROCESSES, OR IN COMBINATION WITH OTHER SUBSTANCES, OR OTHERWISE.

14. **Returns.** Except as provided in Sections 7 and 11 hereof, Seller will neither accept return of Parts, nor be responsible for their destruction.

15. **Scrap Allowance and Quality of Parts.** Unless otherwise agreed to in writing, Seller will be allowed a three percent (3%) scrap allowance (including, but not limited to, for scrap, shrinkage, loss of parts, damage, etc.) for all Parts reviewed on a quarterly basis and reconciled on an annual basis. Any charge for scrap, shrinkage, loss of parts, etc. in excess of the scrap allowance will not exceed 100% of the price charged by Seller to coat such Part. Customer is responsible to provide Parts that are free from defects and suitable for Seller providing the Services. Customer is responsible for all surface/substrate defects in the Parts, including "forming defects" or imperfections caused by the process of manufacturing and shipping, and shall promptly reimburse Seller for any costs incurred by Seller due to any such defects in the surface/substrate. Parts are to be free of non-water soluble oils and any other chemicals that cannot be removed in the ordinary pretreatment process.

16. **APQP.** Seller reserves the right to conduct Advance Product Quality Planning ("APQP") analysis in preparation to perform Services or produce Product. Customer understands and agrees that delays, scrap rate adjustments, rejection of its orders for Products or Services, or other changes may occur based on the results of APQP analysis, though to the extent that there are changes based on APQP analysis either party may terminate the order without fault, liability or cost. Customer agrees and acknowledges that it will cooperate with Seller in any APQP process and that failure to fully cooperate with Seller in the APQP process (including, but not limited to, providing requested parts) will result in Seller's right to terminate the agreement and assess costs to Customer.

17. **Technical Data.** All physical properties, statements and recommendations are either based on the tests or experience that Seller believes to be reliable, but they are not guaranteed. Seller relies on descriptions of the Parts including, but not limited to, Part prints, geometry, substrate, and any relevant details provided to Seller.

PPG Coatings Services
Terms and Conditions of Sale of Products and Services

18. **Tooling / Molds / Dies.** Unless otherwise agreed in a writing signed by an Authorized Representative of Seller, all material, equipment, facilities, and special tooling (tooling includes, but is not limited to, tools, jigs, dies, fixtures, molds, patterns, special taps, special gauges, special test equipment, and manufacturing aids and replacements thereof) used in the rendering of Services covered by any Purchase Order shall remain the property of Seller.

19. **Taxes.** Customer shall pay to Seller, in addition to the agreed price, the amount of all fees, duties, licenses, tariffs, and all transactions, use, privilege, occupation, excise, value added or other taxes, federal, state, local or foreign, which Seller is required to pay or collect in connection with the Services or Products contracted for under this Agreement. Failure by the Seller to collect any such fees or taxes shall not affect Customer's obligations hereunder and Customer shall fully defend, indemnify and hold harmless Seller with respect to such tax obligations.

20. **Ownership of Intellectual Property.** All drawings, know-how, designs, specifications, inventions, devices, developments, processes, copyrights, trademarks, patents, etc. and applications therefore, and other information or Intellectual Property disclosed or otherwise provided to Customer by Seller and all rights therein (collectively, "Intellectual Property") shall remain the property of Seller and shall be kept confidential by Customer in accordance with these Terms and Conditions. Customer shall have no claim to, nor ownership interest in, any Intellectual Property and such information, in whatever form and any copies thereof, shall be promptly returned to Seller upon written request from Seller. Customer acknowledges that Seller grants no license or rights of any sort to Customer hereunder in respect of any Intellectual Property, other than the limited right to use Seller's proprietary Products purchased from Seller. Unless otherwise agreed in a writing signed by an Authorized Representative of Seller, the sale of Services or Products by Seller to Customer does not include any design, development or related services associated with the Intellectual Property of the Seller. Unless otherwise agreed to in a writing signed by an Authorized Representative of Seller, any Intellectual Property developed by it or mutually with Customer in the course of providing, preparing to provide, or in any way related to the rendering of Services or production/development of Products shall be owned by Seller.

21. **Confidential Information.** Customer shall hold in confidence all information furnished or made available by Seller (including, but not limited to, information disclosed prior to the applicability of these Terms and Conditions) to Customer in connection with the subject matter of these Terms and Conditions or of Customer's Purchase Order. Customer agrees not to use or disclose such information without the prior written consent of an Authorized Representative of Seller. The obligations in this Section 21 do not apply to information that (a) at the time of disclosure was or becomes, generally available to the public through no breach by the Customer of any obligation herein, (b) the Customer can show by written records was in its possession prior to disclosure by Seller, or (c) is legally disclosed to Customer by a third party having no direct or indirect confidentiality obligation to Seller respecting such information.

22. **Updates.** Seller may revise these Terms and Conditions at any time by posting them to its website at <http://ppgcoatingservices10stg.ppgac.com/about/terms-and-conditions>

23. **Force Majeure.** Seller shall not be liable for failure to perform or delay in performance or delivery of any Services or Products due to (a) fires, floods, other natural disaster, strikes, or other labor disputes, accidents, sabotage, terrorism, war, riots, financial distress of a supplier or other disruption in Seller's supply chain, acts of precedence or priorities granted at the request or for the benefit, directly or indirectly, of any federal, state or local government or any subdivision or agency thereof, delays in transportation or lack of transportation facilities, restrictions imposed by federal, state or local laws, rules or regulations; or (b) any other cause beyond the reasonable control of Seller. If any of the foregoing occurs, the time for performance shall be extended for such time as may be required to enable Seller to perform. Seller may, during any period of shortage due to any of the above circumstances, allocate its available supply of resources to provide Services or Products among itself and its customers in such manner as Seller, in its judgment, deems fair and equitable. If a force majeure circumstance affects either party's performance for at least ninety (90) consecutive days, the party who is able to perform may terminate this Agreement upon written notice to the affected party. The parties agree that if Seller, in Seller's reasonable discretion, temporarily ceases manufacturing or supply of the Services or Products as a result of the Covid-19 pandemic or any other circumstances of a similar nature, such action will be considered a Force Majeure occurrence pursuant to this Agreement. Seller will provide notice to Customer as soon as reasonably possible regarding any such interruption in supply.

24. **Assignment and Delegation.** Neither party may assign any rights or interest or delegate any obligation or duty of such party under these Terms and Conditions or the Agreement without the prior written consent of the other party. Any attempted assignment or delegation without such consent is void for all purposes.

25. **Integration Clause.** Except as otherwise indicated herein, these Terms and Conditions constitute the entire Terms and Conditions to transactions between Seller and Customer with respect to the Services and Products. If there is a conflict between these Terms and Conditions and the Quote provided by Seller, the terms of the Quote shall supersede these Terms and Conditions.

26. **Waiver.** No failure of Seller to insist upon strict compliance by Customer with these Terms and Conditions or to exercise any right accruing from any breach of Customer shall impair Seller's rights in case Customer's breach continues or in case of any subsequent breach by Customer. Waiver by Seller of any breach by Customer of these Terms and Conditions shall not be construed as a waiver of any other existing or future breach.

27. **Limitation of Actions.** Notwithstanding any contrary statute of limitations, any cause of action for any alleged breach of these Terms and Conditions by Seller shall be barred unless commenced by Customer within one (1) year from the occurrence of such cause or action.

28. **Dispute Costs.** In any litigation or arbitration between Seller and Customer concerning these Terms and Conditions, the prevailing party is entitled, in addition to such other relief that is granted, to a reasonable sum for their attorney's fees, provided that if each party prevails in part, such fees shall be allocated in such manner as the court or arbitrator shall determine.

29. **Choice of Laws; Jurisdiction and Venue.** All of Seller's contracts with Customer, including these Terms and Conditions, shall be governed exclusively by the laws of the Commonwealth of Pennsylvania. The UN Convention on contracts for the international sale of goods (Vienna, 11 April 1980) is expressly excluded. The Uniform Law on the International Sale of Goods as well as the Uniform Law on the formation of contracts for the International Sale of Goods are each expressly excluded. The courts of Seller's country of domicile shall have sole jurisdiction; provided, however, that Seller may, as a separate and/or additional option, initiate legal proceedings with any other court of competent jurisdiction in Customer's country of domicile. Seller and Customer irrevocably and unconditionally waive any objection to the laying of venue of any proceedings as set forth herein. To the extent permitted under applicable law, Customer expressly waives any and all rights it may have to rescind any contract with the Seller on any ground whatsoever.

30. JURY WAIVER. THE PARTIES HERETO EXPRESSLY RELEASE AND WAIVE ANY AND ALL RIGHTS TO A JURY TRIAL AND CONSENT TO HAVE ANY DISPUTE HEARD SOLELY BY THE COURT OF COMPETENT JURISDICTION SET FORTH IN SECTION 29.

31. **Severability.** The parties intend that these Terms and Conditions are severable. If any provision herein is or is deemed to be unlawful or unenforceable then the remaining provisions shall remain in full force and effect.

PPG Coatings Services
Terms and Conditions of Sale of Products and Services

32. General Terms for Specifications.

32.1. Turnaround Time. Seller's turnaround time to ship Parts back to Customer after Services that entail a single coating layer will be on the fifth (5th) business days after receipt by Seller of the Parts. Any Parts received after 3 pm on a business day will be considered as having been received on the following business day for purposes of the turnaround time. For example, if Parts are received by Seller on 2 pm on a Monday, the Parts will be ready for shipment by Seller on the following Monday. Seller's turnaround time for multiple-coat Services will be as agreed to by the parties.

32.2. Capacity Per Day. Seller will not be required to provide Services on any business day for: (i) greater than 110% or (ii) lesser than 80% of the Daily Quoted Volume. The Daily Quoted Volume will equal the annual quoted volume agreed to by the parties divided by 250 business days in a year. For example, if the annual quoted volume is 100,000 Parts, Seller's Daily Quoted Volume will equal 400 Parts and Seller's maximum capacity for Parts will be 440 Parts and minimum capacity for Parts will be 320 Parts per business day. Seller reserves the right to provide Services for Parts at an alternate Seller facility due to volume or other constraints. If Customer provides greater than 110% or lesser than 80% of the Daily Quoted Volume of Parts for Services on any business day, Seller's turnaround time to ship Parts back to Customer after Services as set forth above will be extended as required by Seller.

32.3. Masking: unless otherwise agreed to in writing by the parties, no masking Services will be provided by Seller.

32.4. Appearance and Performance Standards: unless otherwise set forth in the Specifications, Seller will not be required to meet any appearance or performance standards.

32.5. Rework: the parties shall work together in good faith to develop a rework procedure prior to any Services provided by Seller.

32.6. Packaging: Customer is responsible for providing packaging adequate to protect the Parts during transportation to and from Seller's facility and while the Parts are at Seller's facility. Any damages caused by the lack of adequate packaging shall be borne by Customer.

To the extent that these General Terms for Specifications conflict with the Specifications provided by Customer, these General Terms for Specifications will supersede the Specifications.

33. Export Control. The parties acknowledge that they as well as the products and technology sold or otherwise transferred under this Agreement may be subject to U.S. and other export controls (including deemed export and reexport) requirements, embargoes, sanctions and similar laws, regulations, and requirements applicable to exports ("Export Requirements"). The parties agree that Seller's sale or supply of products or technology as well as their use, transfer or resale by Customer is subject to these Export Requirements. Customer agrees to provide Seller with all information and documentation deemed necessary by Seller for Seller to comply with all such Export Requirements. Further, Customer agrees to comply with the Export Requirements, to create and to maintain records to reflect compliance with the Export Requirements, to allow any post-export verification requested by Seller or the U.S. Government and to cooperate in any investigation related to Export Requirements.

34. Survival. Any provision of these Terms and Conditions, which by its nature extends beyond the expiration, termination, or cancellation of these Terms and Conditions, shall remain in full force and effect.