

## E.G.O. North America Inc.

# STANDARD PURCHASE TERMS AND CONDITIONS

### 1. Contract.

E.G.O. North America, Inc. and its affiliates ("E.G.O.") shall not be bound by this Purchase Order ("Agreement") unless and until you ("Supplier") executes and returns to E.G.O. an un-amended acknowledgement copy, or when Supplier begins work on the product when such products are to be specially manufactured for E.G.O., or when Supplier ships to E.G.O. any of the products ordered herein. No contract shall exist otherwise. No agreement or understanding to modify this Agreement shall be binding upon E.G.O., unless agreed to in writing by an authorized employee of E.G.O. Any and all previous agreements or understandings inconsistent with any of the various terms and conditions herein set forth are hereby cancelled and rendered null and void to the extent of such conflict and/or inconsistency. The laws of the state wherein the office issuing this Agreement is located shall apply. The invalidity in whole or in part of any other provision hereof shall not affect the validity of any other provision. The term "products" refers to the subject of this Agreement, and therefore may refer to hardware, software, non-computer software (including touch controls and control units), services, parts of products, or any combination of the foregoing.

### 2. Changes.

E.G.O. reserves the right at any time to make changes in the specifications, drawings samples or any description to which the products are to conform, in the methods of shipment and packaging, or in the time or place of delivery. In such event, any claim for an adjustment to any other terms shall be mutually satisfactory to E.G.O. and Supplier, but any claim by Supplier for an adjustment shall be deemed waived unless notice of a claim is made in writing within thirty (30) days following Supplier's receipt of such changes. Any changed price for the products ordered herein and/or extensions of time shall not be binding upon E.G.O., unless evidenced by an amendment to this Agreement or other written change order issued by E.G.O. No charges for extras will be allowed unless such extras have been ordered in writing by E.G.O. and the price agreed upon in writing. No changes in production, particularly changes in tools, use of new production methods, relocation of production sites, substitutions of materials, or changes with regard to contracts with sub-suppliers shall be made by Supplier without prior written consent from E.G.O. Notifications of changes in production shall be sent to E.G.O. in writing with the subject line "Product Change Notification."

### 3. Specifications and Inspections.

All data submitted to Supplier in connection with the product is hereby incorporated by reference. All products ordered to E.G.O. specifications will comply with the specifications current as of the date of this Agreement unless otherwise authorized in writing by E.G.O. The product shall be subject to inspection and test by E.G.O. at all times and places, including the period of manufacture for hardware or parts, the period of development for software, and the period of performance for services. If any inspection or test is made on Supplier's premises, Supplier shall, without additional expense, provide reasonable facilities and assistance for the safety and convenience of E.G.O. inspectors. E.G.O. may charge Supplier for the cost of an above-normal level of inspection (i.e. inspection beyond regular incoming inspections performed per E.G.O. standard procedures) of products if rejection of the shipment based on normal level endangers production schedules and if the inspected products are necessary to meet production schedules. E.G.O. reserves the right to reject products which do not conform to the specifications, drawings and/or other data, or which do not comply with the warranty hereinafter stated. If a product or products are rejected by E.G.O. after delivery, rejected products will be returned to Supplier at Supplier's risk and expense. Payment for any products shall not be deemed acceptance thereof, and if such products are rejected after payment E.G.O. shall be entitled to return the same for full refund.

### 4. Price, Cost Savings.

4.1 E.G.O. shall be billed at a fixed price, including freight, packaging, and other ancillary costs DDP E.G.O.'s place of business (pursuant to the most current version of the Incoterms) unless otherwise specified by E.G.O..

4.2 E.G.O. shall not be billed at a price higher than the price last charged or quoted by the Supplier to E.G.O. for the same products unless a higher price is authorized in writing by E.G.O. The Supplier represents the price charged for the products covered by this Agreement is the lowest price charged to buyers of a class similar to what E.G.O. is purchasing in quantities and under circumstances comparable to those specified in this Agreement. Any price reduction made by Supplier with respect to the products ordered hereunder, subsequent to the placement of the order and prior to E.G.O.'s receipt of the products, shall apply to this Agreement.

4.3 Any and all cost savings arising from any collaboration between Supplier and E.G.O. shall be divided equally between the parties. If the contribution of one party is significantly higher than the other, the allocation shall be made in proportion to each party's contribution.

### 5. Extras.

No charges will be allowed for taxes, import duties, transportation, packaging, returnable containers, documentation, and media unless otherwise agreed in writing. All sales, use, excise, or similar taxes to be paid by E.G.O. must be itemized separately herein and on invoices. Shipments must be packaged according to specifications or, if not covered in specifications, so as to permit efficient handling, provide adequate protection, and comply with requirements of the applicable carrier. Damage and other losses to the product resulting from improper packaging will be charged to, and the sole responsibility of, Supplier.

### 6. Warranty, Quality Assurance.

6.1 Supplier warrants for a period of two (2) years after date of receipt of the product by E.G.O. that the products furnished hereunder will be in full conformity with all specifications and/or other descriptions and will be merchantable and of good quality material and workmanship, free from defects. This warranty shall be in addition to any warranties of broader scope and service warranties and guarantees given to E.G.O. by Supplier. Products shall survive inspection and test acceptance, and if rejected by E.G.O., its successors, and customers, E.G.O. may, at its option, either return the rejected product for a full refund or credit, or require prompt correction or replacement of defective or nonconforming products, which right shall be in addition to such other rights as E.G.O. may have in law or equity. Return to Supplier of any defective or nonconforming products shall be made at Supplier's expense and no replacements of defective or nonconforming products shall be made unless specified in writing by E.G.O. Products required to be corrected or replaced shall be subject to this warranty and to the above Section 3 to the same extent as products originally ordered and delivered under this Agreement.

6.2 Supplier shall establish and maintain a quality assurance system suitable for the type of products sold to E.G.O. in accordance with the technology standards of the industry and retain for a minimum duration of ten (10) years all documentation and all relevant records/data relating to the products. In the event of E.G.O. being sued by a third party for a product liability claim, Supplier shall make available to E.G.O. all relevant documentation and records in order to enable E.G.O. to defend such suit.

6.3 In addition to the foregoing provisions, with respect to software, Supplier warrants that at the time of delivery no part of the software delivered to E.G.O. contains any malware which is intended and/or able to provide Supplier or any third party unauthorized access to E.G.O.'s computer system or to read, write, copy, damage or delete software or data on E.G.O.'s computer system without consent or to initiate other processes with, in or on E.G.O.'s computer systems that are not authorized by E.G.O.

### 7. Delivery.

The time or times of delivery specified in this Agreement are of the essence. Any delay will be excused only if (1) such delay is due to strike, fire, windstorm, riot, act of God, act of public enemy or other unforeseeable causes beyond the control and without fault or negligence of the supplier and if (2) Supplier shall have notified E.G.O. in writing of the existence of such cause within five (5) days after the commencement of the delay, giving all pertinent information concerning such cause. Unless otherwise provided in this Agreement, no delivery required hereunder shall be made more than seven (7) days prior to the applicable delivery date, and E.G.O. may return earlier deliveries at Supplier's risk and expense and charge to

Supplier any additional costs sustained because of the same. If delivery of products is not accomplished at the time or times indicated in this Agreement, E.G.O. reserves the right, without liability and in addition to its other rights and remedies, to terminate this Agreement by notice effective immediately upon receipt by Supplier and to arrange for completion of performance and/or to purchase substitute products elsewhere and charge Supplier with any loss incurred. No provision of this Agreement for the delivery of products in installments shall be construed as making Supplier's obligation severable. Shipments sent COD without E.G.O.'s written consent will not be accepted and will be at Supplier's risk.

### 8. Spare Parts.

Supplier shall supply E.G.O. with spare parts at reasonable terms for the entire duration of the prospective technical use of the delivery items, and for at least ten (10) years after the end of the E.G.O. series of production of products. If Supplier intends to discontinue the production of any part ordered by E.G.O. including spare parts, semi-finished products or raw materials, Supplier shall give E.G.O. at least twelve (12) months written notice prior to the production discontinuance, so that E.G.O. and Supplier may agree on a final purchase order.

### 9. E.G.O. Furnished Property.

Tools, equipment, molds, samples, profiles, standard specification sheets, artwork masters, gages and other records provided by E.G.O. or other property furnished to Supplier by E.G.O. ("E.G.O. Tools") shall remain the property of E.G.O. and shall not be copied, sold or distributed to a third party, or used for Supplier's own purposes unless otherwise agreed in writing. Supplier shall mark E.G.O. Tools as being owned by E.G.O. Other tools will be property of Supplier, but any such tools shall be subject to use by E.G.O. in the event Supplier is unable to make deliveries due to a cause set forth in, and in consideration of, Section 7. Any property owned by E.G.O. shall be used only in filling the order set forth in this Agreement and any similar orders from E.G.O., shall be held at the Supplier's risk against unauthorized access or use, and shall be kept insured by the Supplier at the Supplier's expense while in Supplier's custody and control in an amount equal to the replacement cost thereof, with loss payable to E.G.O. When so instructed by E.G.O., the Supplier shall deliver any property owned or subject to use by E.G.O. to E.G.O. (or to any other person E.G.O. may designate in writing) in good condition, ordinary wear and tear excepted, and such property shall be subject to repossession or removal by E.G.O. upon E.G.O.'s instructions. In the case of a long-term supply contract such removal shall occur at the end of the supply relationship. In no event shall the Supplier have a right of retention.

### 10. Confidentiality.

Except as otherwise specifically agreed, all information disclosed by E.G.O. ("Confidential Information") shall be in confidence and is not, in any way, intended to be for public disclosure. Supplier shall take all reasonable precautions to prevent any Confidential Information from being divulged to any person for any purpose other than to perform this Agreement, including having recipients acknowledge the confidential status of such Confidential Information and agreeing to like restrictions on divulging such Confidential Information. This obligation of confidence shall survive termination of this Agreement and will continue for three (3) years thereafter. Information presently in the public domain, or which is rightly received by Supplier from a third party, or information which both E.G.O. and Supplier agree in writing may be disclosed, shall not be considered Confidential Information. Supplier shall not disclose to E.G.O. any information that it deems to be confidential, and it is understood that no information received by E.G.O. including manuals, drawings and documents will be of a confidential nature or restrict, in any manner, the use or disclosure of such information by E.G.O. Supplier agrees that any legend or other notice on or pertaining to any information or materials supplied by it that is inconsistent with the preceding sentence shall create no obligation on the part of E.G.O. As to publicity, Supplier shall not, without obtaining E.G.O.'s consent in writing, advertise or otherwise disclose the fact that Supplier has furnished products and services to E.G.O. under this Agreement or use any trademarks or trade names of E.G.O..

### 11. Rights in Development, Software.

11.1 This paragraph shall apply if the product is service, or if the product is hardware or software to be designed or developed and such design or development is paid for by E.G.O., whether itemized separately or included in the price for one or more products to be furnished. Supplier shall disclose and assign on demand, and it does hereby assign, to E.G.O. any and all inventions, improvements, or developments, each whether patentable or not, which it may make or assist in making in the course of such development. Supplier assigns, and agrees hereafter on demand to assign, to E.G.O. all patents, copyrights, and applications for patents or copyrights, in connection with any such invention, improvement, or development and to do all acts and to execute all instruments which E.G.O. may request. Supplier shall cause every appropriate person employed by or associated with it to enter into an agreement under which such person shall disclose and assign to Supplier or E.G.O. all inventions and execute all papers and do all acts deemed by Supplier or E.G.O. necessary for the assignment and patent protection of such inventions. In addition, all information, ideas, results, and data of Supplier produced or developed as a result of developmental work contemplated in this section, including any and all interim results, records, photographs, technical data, drawings, standard sheets, print layouts, gauges, tools, forms, profiles, samples, models and prototypes, shall be transmitted by Supplier only to E.G.O. and shall become the exclusive property of E.G.O. and shall likewise be regarded by Supplier as Confidential Information for the same period and subject to the same exceptions as are provided in Section 9. Supplier hereby warrants that it is free to enter into this Agreement and has no obligations or requirements under any other agreement contrary to any of the terms and conditions contained herein. If, by operation of law, through use or otherwise, Supplier should acquire any right, title or interest in or to any of the inventions, improvements, or developments, Supplier agrees to immediately assign and transfer to E.G.O. any such right, title or interest, without any compensation. Supplier will not copyright, obtain patents or other proprietary rights or otherwise appropriate, sell or distribute any of the inventions, improvements, or developments, and will give to E.G.O. all reasonable assistance to perfect and maintain the rights described herein.

11.2 Software shall include user documentation, and shall be delivered to E.G.O. on customary data storage devices in machine-readable code. If software is specifically developed for E.G.O., E.G.O. shall be provided with the source code, including manufacturer documentation. In case of any adverse third-party rights, Supplier, at no additional cost to E.G.O., shall procure the non-exclusive, transferrable right, unrestricted as to space and time, to use and copy the delivered software for integration into the products of E.G.O. or its Affiliates or their distributors. Supplier shall not duplicate, process or otherwise use the performance outcomes developed for or on behalf of E.G.O., neither in whole nor in part.

### 12. Indemnification.

12.1 Supplier shall promptly investigate and defend, at its own expense, all claims, allegations, suits, actions, or proceedings in which E.G.O. or its subsidiaries or agents or any of their successors, assignees, distributors, dealers, customers or other users of E.G.O.'s or its subsidiaries' equipment, software, supplies or services are made defendants or claimed potential defendants for any infringement, claimed infringement or alleged inducement of infringement, or unauthorized, or unlawful use of any patent, copyright, or trademark, wherever registered or issued, or trade secret, mask work, or proprietary data, or other information resulting from the manufacture, sale, use, or lease or other disposition of any product purchased under this Agreement. Supplier further agrees to pay and discharge any and all judgments or decrees, which may be rendered in any such suits or proceedings against any such defendants. Supplier shall have the right to settle any such suits, actions or proceedings on terms and conditions of Supplier's own selection, provided they are not in conflict with the terms and conditions provided herein. In the event Supplier fails to promptly investigate and defend or settle as provided hereinabove, then E.G.O. shall, following notification to the Supplier, have the right from that time forward to have sole control of the defense of any said claim, allegation, suit, action, or proceeding and all negotiations for its settlement or compromise and Supplier agrees to pay, as they become due, all of the costs, expenses and reasonable attorneys' fees incurred and judgments or decrees which may be rendered. This indemnity does not extend to any suit or proceeding which is based upon a patent claim covering a combination in which any product furnished under this Agreement is merely an element of the claim combined with other devices or elements not furnished hereunder unless Supplier is a contributory infringer, nor does it extend to any product whose infringement is a direct result of Supplier being required to adhere to a specific product design provided to

Supplier by E.G.O.

12.2 Supplier shall indemnify and hold harmless E.G.O. from and against any liability, claim, losses, damages, suits, actions, proceedings or assessments, whether or not ultimately determined to be valid, and all costs and expenses relating thereto (including attorneys fees) and also including any consequential, indirect, incidental, special, exemplary or punitive damages, asserted against, imposed upon or incurred by E.G.O. by reason of, in any way relating to, resulting from or caused by (a) Supplier products, unless such claim or corresponding losses solely arise out of or result from E.G.O.'s or its Personnel's gross negligence or reckless or willful misconduct, or (b) any actual or alleged death of or injury to any person, damage to any property, or any other damage or loss, by whomsoever suffered, resulting or claimed to result in whole or in part from any actual or alleged defect in the products, whether latent or patent, including without limitation actual or alleged improper construction or design of such products, or (c) the failure of such products to comply with specifications or with any warranties of Supplier pursuant to this Agreement, or (d) any breach by Supplier of the terms of this Agreement or any violation by Supplier in connection with the products or the manufacture, possession, use or sale thereof, of any law, statute or ordinance or any governmental administrative order, rule or regulation, or (e) Seller's installation, service, maintenance or updates of Products/Services.

13. Insurance.

This paragraph shall apply if Supplier will have employees or contractors (to the extent otherwise permitted hereunder) at E.G.O. sites:

13.1 General. Supplier shall not commence any work of any kind under this Agreement until all insurance requirements contained in this Agreement have been complied with as outlined in this Section 12, and until evidence of such compliance is satisfactory to E.G.O. as to form and content has been filed with E.G.O. Any and all insurance required by this Agreement shall be maintained during the entire term of the work performed under this Agreement, including any extensions thereto, and until all work has been completed to the satisfaction of E.G.O. Approval or acceptance of the insurance by E.G.O. shall not relieve or decrease the liability of Supplier hereunder and failure to maintain insurance shall constitute a material breach of this Agreement.

13.2 Standard conditions.

13.2.1 Rating – Any and all companies providing insurance required by this Agreement must meet certain minimum financial security requirements. These requirements conform to the ratings published by A.M. Best & Co. in the current Best's Key Rating Guide – Property-Casualty. The ratings for each company must be indicated on the Certificate of Insurance Form. All insurance policies must be written by companies with a current Best's rating (as set forth in the most current edition of Best's Key Rating Guide, published by A.M. Best and Company), or equivalent, of A-V or better.

13.2.2 Cancellation – E.G.O. shall, without exception, be given not less than thirty (30) days' notice prior to cancellation for other than non-payment of premium of any insurance required by this Agreement. Non-payment of premium shall require ten (10) days' notice of cancellation. Confirmation of this mandatory 30 days' notice of cancellation shall appear on the Certificate of Insurance and on any and all insurance policies required by this contract.

13.2.3 Waiver of Subrogation – Supplier waives its rights of recovery and will cause its insurers to waive their rights of subrogation under all insurance policies required hereunder. Supplier hereby releases E.G.O., including its affiliates, directors and employees, for losses or claims for bodily injury, property damage or other insured claims arising out of performance under this Agreement.

13.2.4 Additional Insured's – E.G.O. and any other entities as may be reasonably requested shall be named as additional insured's under the Commercial General Liability and Automobile Liability policies with respect to work performed under the Agreement.

13.2.5 Primary – It is expressly agreed and understood by and between Supplier and E.G.O. that the insurance afforded the additional insured's shall be the primary insurance and that any other insurance carried by E.G.O. shall be excess of all other insurance carried by Supplier and shall not contribute with Supplier's insurance.

13.3 Coverage Limits.

The following minimum insurance coverage and limits are required. Where insurance coverage and/ or limits are mandated by local law or statute, local requirements apply subject to the minimum limits stated below. The procurement and maintenance of the below insurance coverage shall not limit or affect any liability which Supplier may have by virtue of this Agreement. All insurance policies related to the minimum coverage and limits should be issued on an occurrence form (with the exception of Professional Liability to which a claims made policy is acceptable as long as the retroactive date precedes the date of this Agreement). All limits are stated in U.S. Dollars.

Type of Insurance	Minimum Limits
Commercial General Liability*, for bodily injury and property damage	\$5,000,000 Per Occurrence, General Aggregate, Product and Completed Operations Aggregate, Personal & Advertising Injur
Automobile Liability covering all autos used in connection with the work performed.	\$2,000,000 combined single limit covering property damage and bodily injury
Workers' Compensation	Statutory
Employer's Liability	\$1,000,000 each accident, each employee, each disease – policy limit
Professional Liability (if applicable)	\$1,000,000 each claim
Blanket Fidelity Bond (Crime Insurance)	Where and as applicable
Payment & Performance and/or Labor & Material Bonds	Where and as applicable

\*Commercial General Liability limits may be met with a combination of General Liability and Umbrella/ Excess Liability policy limits.

14. Hazardous Materials.

All products used or supplied by Supplier in connection with its performance under this Agreement will satisfy current governmental and safety constraints on restricted, toxic and hazardous materials as well as environmental, electrical and electromagnetic considerations that apply to the country of manufacture, sale or destination and Supplier shall provide E.G.O. with the applicable material safety data sheets (MSDS), safety data sheets (SDS), or product safety data sheets (PSDS) prior to the applicable products entering an E.G.O. site.

15. No Consequential Damages.

In no event shall E.G.O. be liable to Supplier for any special or consequential damages under this Agreement.

16. Assignment and Subcontracts.

Supplier shall not assign this Agreement or any of Supplier's rights hereunder, including, but not limited to, Supplier's right to receive any money due or to become due hereunder, nor shall Supplier enter to a subcontract with any other party for the furnishing of any completed or substantially completed products or services described in this Agreement, without, in each case, E.G.O.'s prior written consent. E.G.O. may assign this Agreement to any affiliate. For the purposes of this Agreement, an "Affiliate" means any entity directly or indirectly controlled by, in control of or under common control with E.G.O.

17. Compliance with Laws and with E.G.O. Policies

17.1 Supplier shall at all times comply with all applicable federal, state, and local laws, regulations, rules, and orders. Any provision, which is required to be a part of this Agreement by virtue of any such law, regulation, and rule is incorporated by reference. This Agreement shall be deemed a subcontract to E.G.O. In connection therewith, the term "Supplier" shall be substituted for "Contractor" unless the context otherwise requires. Supplier agrees to submit all reports, certifications, and other documents as required. Supplier shall provide all product information related to the handling of the products purchased under this Agreement as may be required by law.

17.2 Supplier shall at all times comply with E.G.O.'s ethical business policy provided for in E.G.O.'s Code of Conduct, as from time to time amended; accessible on E.G.O.'s website under [http://www.egoproducts.com/en/my-ego/supplier-platform/?elD=dam\\_frontend\\_push&docID=2435](http://www.egoproducts.com/en/my-ego/supplier-platform/?elD=dam_frontend_push&docID=2435).

17.3 Supplier shall at all times comply with E.G.O.'s restricted substances list, as from time to time amended. The list is accessible on E.G.O.'s website under [http://www.egoproducts.com/en/my-ego/supplier-platform/?elD=dam\\_frontend\\_push&docID=2936](http://www.egoproducts.com/en/my-ego/supplier-platform/?elD=dam_frontend_push&docID=2936). At the beginning of each year Supplier must confirm in writing compliance with the list.

17.4 E.G.O. has established environmental principles as described and accessible on the E.G.O. website at [http://www.egoproducts.com/fileadmin/egoproducts.com/assets/company/pdf/EGO\\_Contractor\\_Hand-Out\\_Facility-Rules\\_en.pdf](http://www.egoproducts.com/fileadmin/egoproducts.com/assets/company/pdf/EGO_Contractor_Hand-Out_Facility-Rules_en.pdf) Supplier shall, and shall cause its employees and permitted contractors to, abide by these principles.

17.5 For onsite visits of E.G.O.'s facility, Supplier shall, and shall cause its employees and permitted contractors to, abide by E.G.O.'s Building Access, General Safety and Emergency Rules and Procedures, and Supplier, its employees and permitted contractors will be asked to acknowledge E.G.O.'s recycling, pollution prevention and hazard communication rules.

18. Reservation of Rights.

No failure by either party to insist upon strict compliance by the other party with any of the terms, provisions or conditions of this Agreement, in any instance, shall be construed as a waiver or relinquishment by either party of that party's right to request strict compliance therewith in the future.

19. Termination.

19.1 E.G.O. may terminate this Agreement in whole or in part at any time and for any reason at E.G.O.'s convenience upon E.G.O.'s written notification to Supplier.

19.2 E.G.O. may terminate this Agreement in whole or in part at any time upon E.G.O.'s written notification to Supplier for any default by Supplier involving: (a) Supplier's failure to develop the product, deliver the products, and/or render the services specified herein within the time designated herein, or (b) Supplier's failure to make progress in the performance of its obligation under this Agreement reasonably satisfactory to E.G.O.; provided that with respect to any such default described in this Section 19.2, E.G.O.'s right to terminate shall be conditioned upon Supplier's failure within ten (10) days after receipt of E.G.O.'s notification to provide a remedy satisfactory to E.G.O. to cure such failure or noncompliance.

19.3 E.G.O. may terminate this Agreement in whole or in part at any time upon E.G.O.'s written notification to Supplier in the event Supplier becomes the subject of any proceedings under state or federal law for the relief of debtors or otherwise becomes insolvent, or bankrupt, or makes assignments for the benefit of creditors.

19.4 In the event of termination by E.G.O. pursuant to Section 19.1, the extent of E.G.O.'s liability shall be: a) if the product is software or services, to pay the portion of the contract price as the work completed bears to the whole, or b) if the product is hardware, to pay the cost of the existing "finished goods" inventory, but no more than required to fulfill the next delivery schedule within the thirty (30) days following the date of termination, plus the existing "work-in-process" inventories required to fulfill an additional thirty (30) days of deliveries, except that there shall be no liability for inventories in either category which is readily usable or resalable. "Finished goods" shall mean goods that have passed final acceptance test and are awaiting delivery. "Work in process" shall mean material in varying stages of completion with some degree of labor applied and/or individual piece parts and/or raw material in a stage of completion no more than necessary to meet schedules. In the event of termination by E.G.O. due to a Supplier's default pursuant to Section 19.2 or for any reason described in Section 19.3, E.G.O. shall have no liability to Supplier as a result of such termination. In the event of termination by E.G.O. for any reason, E.G.O. may further notify Supplier that all right, title, and interest in and to all or any portion of materials acquired by Supplier for the performance of this Agreement, work-in-process, and/or completed products specified in such notice, shall pass immediately to E.G.O. upon payment therefore and E.G.O. shall have the right to enter upon the premises where such property (and/or any E.G.O. property described in Section 8 hereof) may be located and take possession thereof.

20. Notices.

All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Purchase Order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or e-mail of a PDF document (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

21. Disputes.

Should any dispute occur between the parties arising out of or related to this Agreement, or their rights and responsibilities to each other, the matter shall be settled and determined by arbitration under the then current rules of American Arbitration Association. The arbitration will be conducted by a single arbitrator, the decision and award of the arbitrator shall be final and binding, and the award may be entered in any court having jurisdiction thereof. The arbitration shall be held and the award shall be deemed to be made in the city wherein the E.G.O. office issuing this Agreement is located. The arbitrator will not be authorized to award punitive or exemplary damages to either party.