

**STANDARD TERMS AND CONDITIONS OF SALE OF  
ROHRER CORPORATION**

(Effective February 20, 2024)

1. **Rohrer** means Rohrer Corporation and any Rohrer Corporation affiliate that is the seller of the Products to which these Terms and Conditions relate. **Purchaser** is the purchaser of the Products. **Order** means a purchase order. **Order Acknowledgment** means Rohrer's written confirmation of an Order or a written offer from Rohrer to sell the Products to Purchaser. **Products** means the packaging products or related materials to be sold as shown in the Order Acknowledgement. **Affiliate** means any entity that controls, is controlled by or is under common control of Rohrer or Purchaser, respectively, where control means ownership of fifty (50%) percent or more of the outstanding stock or ownership interests of the entity. **Terms of Sale** means these Terms and Conditions of Sale.

2. **OFFER AND ACCEPTANCE. ROHRER'S WILLINGNESS AND COMMITMENT TO SELL PRODUCTS TO PURCHASER IS EXPRESSLY CONDITIONED UPON PURCHASER'S ACCEPTANCE OF THESE TERMS OF SALE. ROHRER EXPRESSLY OBJECTS TO, REJECTS AND EXCLUDES ANY OTHER TERMS OR CONDITIONS, INCLUDING, BUT NOT LIMITED TO, ANY DIFFERENT, ADDITIONAL OR CONTRARY TERMS AND CONDITIONS PROPOSED BY PURCHASER, WHETHER IN A PURCHASE ORDER OR ANY OTHER DOCUMENT; EVEN IF PURCHASER'S TERMS STATE THAT SUCH DOCUMENT OR TERMS CONTROL, OR ARE SUPERIOR TO ROHRER'S TERMS. PURCHASER ACKNOWLEDGES THAT THESE TERMS OF SALE SHALL NONETHELESS CONTROL. ANY ORDER FOR PRODUCTS, WHETHER COMMUNICATED TO ROHRER VERBALLY, IN WRITING, BY ELECTRONIC DATA INTERFACE OR OTHER ELECTRONIC COMMERCE, OR PURCHASER'S COMMITMENT TO MAKE PAYMENT FOR ANY PRODUCTS, OR ANY OTHER INDICATION OF ACCEPTANCE, SHALL CONSTITUTE PURCHASER'S ACCEPTANCE OF THESE TERMS OF SALE. ROHRER'S REFERENCE TO PURCHASER'S ORDER OR PURCHASE ORDER NUMBER SHALL IN NO WAY CONSTITUTE AN ACCEPTANCE BY ROHRER OF PURCHASER'S STANDARD TERMS AND CONDITIONS CONTAINED IN AN ORDER, WHICH ROHRER EXPRESSLY REJECTS. NO MODIFICATION TO THESE TERMS OF SALE WILL BE BINDING UPON ROHRER UNLESS AGREED TO IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF ROHRER.** These Terms of Sale, together with Rohrer's quotation, Order Acknowledgment, invoices, specifications, and any supplements or attachments thereto issued by Rohrer from time to time, shall constitute the entire agreement between Rohrer and Purchaser for each such sale ("**Agreement**"). In the event of any inconsistency between these Terms of Sale and the other parts of the Agreement, the provisions of the quotation, Order Acknowledgment, or invoice shall control. Any conduct by Purchaser which recognizes the existence of a contract pertaining to the subject matter hereof shall constitute acceptance by Purchaser of this Agreement.

3. **ESTIMATES AND QUOTATIONS.** Rohrer's written estimates and quotations are valid for a period of 30 days from the date of the quotation unless a longer period is agreed to in writing by Rohrer. All pricing shall constitute good faith estimates only and shall be conditioned upon review by Rohrer of any designs, drawings, specifications, instructions, or samples supplied by Purchaser ("**Specifications**").

4. **PRICES.** The price of the Products shall be as stated in the Order Acknowledgement. For all sales of Product: (a) all payments shall be made to Rohrer in U.S. dollars, (b) all prices are exclusive of any applicable sales, value added, use, excise or similar taxes, customs or import duties, all of which shall be the responsibility of Purchaser; (c) prices do not include any non-standard packaging or the costs of certificates of origin or consular invoices or similar documents, unless the agreed delivery/INCOTERMS 2020 provision provides otherwise; and (d) Rohrer reserves the right to alter its prices upon 30 days prior written notice to Purchaser. Stenographic or clerical errors are subject to correction.

5. **DELIVERY.**

(a) Except to the extent otherwise specifically agreed by Rohrer's authorized representative: (i) delivery of Products shall be FCA Rohrer's warehouse for domestic deliveries and Ex Works Rohrer's warehouse for international deliveries (FCA and Ex Works shall have the meaning set forth in Incoterms 2020 (ICC No. 715) with its attendant rights and obligations) and (ii) the transfer of risk of loss, obligations and costs from Rohrer to Purchaser will be in accordance with the FCA/Ex Works delivery terms. Purchaser shall be responsible for all loading costs and shall provide all equipment and labor reasonably suited for receipt of the Products at Purchaser's delivery point. Any claims for losses or damage occurring after delivery to carrier by Rohrer shall be made by Purchaser directly with the carrier. In the event Rohrer pays transportation and insurance beyond the point of shipment to the destination specified by Purchaser, all such costs should be billed to Purchaser on the applicable invoice.

(b) Rohrer will use reasonable commercial efforts to comply with the delivery dates set forth in the Order Acknowledgement

but does not guarantee to meet such dates. Time for delivery shall not be of the essence. Failure by Rohrer to meet the estimated delivery dates does not constitute a cause for cancellation or damages. Partial shipments shall be permitted.

(c) Rohrer reserves the right to deliver the quantities stated in Rohrer's Order Acknowledgement subject to a deviation not to exceed plus or minus (+/-) ten percent (10%). In the event of any such quantity variance, payment will be based on the actual quantity delivered at the unit price specified in the Order Acknowledgement. Any further deviation beyond the plus or minus (+/-) ten percent (10%) must be approved in advance by Purchaser in writing.

(d) Products shall be shipped in standard commercial packaging. When special or export packaging is requested or, in the opinion of Rohrer is required, the cost will be added to the purchase price.

(e) Purchaser shall promptly inspect all Products upon receipt and shall notify Rohrer in writing within ten (10) days thereafter of any defects in the Products. Purchaser shall be deemed to have accepted the Products if Purchaser does not notify Rohrer of any defects within the prescribed time. In the event Purchaser notifies Rohrer that the Products are non-conforming during the inspection period, Rohrer's sole liability and Purchaser's exclusive remedy for defective Products discovered upon inspection shall be to repair or replace the Products to make them conform, or to refund the price paid by Purchaser for the non-conforming Products, including transportation charges. Purchaser shall not delay payment for the Products pending their inspection. All claims hereunder must be supported by documentary evidence in the form of exceptions taken on the delivery receipt. Failure to take such exceptions at time of receipt shall constitute an absolute bar to any claim.

6. **PAYMENT TERMS.** The purchase price is due and payable thirty (30) days from the date of Rohrer's invoice (or such other time period expressly agreed by Rohrer in writing), without setoff or deduction. If, in the sole discretion of Rohrer, the financial condition of Purchaser at any time so requires, Rohrer retains the right to require full or partial payment in advance. If Purchaser fails to make any payment when due, Rohrer shall have the right without prejudice to any other remedies available to Rohrer under these Terms of Sale or at law: (a) to suspend shipment of any Products under this or any agreement between Rohrer and Purchaser; (b) to terminate the Order or any other order with the Purchaser and claim damages from Customer for breach; and (c) to collect interest on such overdue payment at the rate of one and one-half percent (1-1/2% monthly) or (18% per annum) or the maximum rate allowed by law, whichever is less. Notwithstanding the foregoing, interest shall not be charged on any overdue payment at a rate in excess of the maximum rate permitted by law. Notwithstanding the foregoing, in no event shall the late payment charge for a month be less than Five Dollars (\$5.00). If the payment due date is a Saturday, Sunday, or holiday where banks located in the State of Ohio are authorized or required to be closed, Purchaser shall make such payment on the business day after such due date.

7. **ACCEPTANCE OF ORDERS; CREDIT.** All Orders are subject to Rohrer credit department approval prior to acceptance by Rohrer (which Rohrer may withhold in its sole discretion). Rohrer makes no assurance or guarantee regarding any amount of credit or the continuation of such credit to Purchaser. In the event credit is provided by Rohrer to Purchaser (in which case the terms of the applicable Credit Agreement shall govern and control over this Agreement), or Performance Assurance (as hereinafter defined) is required by Rohrer of Purchaser, Purchaser shall provide to Rohrer, as requested by Rohrer, such annual or interim reports containing Purchaser's and/or Purchaser's Performance Assurance provider's consolidated financial statements for a particular fiscal year or accounting period, as requested. In all cases, such statements shall be in accordance with generally accepted accounting principles. Notwithstanding the foregoing, if Rohrer determines, in its sole discretion, that the creditworthiness or future performance of Purchaser is impaired or unsatisfactory, Rohrer may: (a) suspend deliveries of product and/or services, (b) require prepayment by wire transfer of immediately available funds, and/or (c) require Performance Assurance. Purchaser hereby waives written notice of any such action. "Performance Assurance" as used herein means collateral in the form of either cash, letter(s) of credit, guaranty, or other security acceptable to Rohrer in its sole discretion.

8. **TAXES; DUTIES AND OTHER CHARGES.** Unless otherwise specifically noted, the amount of any sales, use, occupancy, excise tax, or other tax (excluding federal, state or local income or franchise taxes of Rohrer), of any nature, federal, state, or local, for which Rohrer is legally liable, either initially or through failure of payment by Purchaser, shall be added or be in addition to the price quoted and Purchaser agrees to pay the same to Rohrer. Unless expressly agreed otherwise, Purchaser shall also pay all import/export duties, levies and impositions and all other governmental charges, assessments, fees, and any interest or penalties thereon, whether payable by Rohrer or Purchaser, imposed or levied on or with respect to the Products. Purchaser shall also be responsible for obtaining and paying for any permits, licenses, or other governmental authorization(s) necessary for the exportation or importation of the Products into the designated country of importation, and it shall comply with all laws and regulations thereof. If Purchaser shall fail to pay and discharge such taxes, duties and other sums when due, Rohrer may, at its option, pay the same, in which event Purchaser shall promptly reimburse the Rohrer for such sums paid.

9. **ADDITIONAL PAYMENT TERMS FOR INTERNATIONAL ORDERS.** Rohrer reserves the right to require payment on international orders through the medium of an irrevocable letter of credit in favor of Rohrer Corporation, 717 Seville Road, Wadsworth, Ohio 44281, Attn: Accounting Department, confirmed by a bank located in the United States acceptable to Rohrer. Unless otherwise agreed, such letter of credit (a) shall be valid for a period of time sufficient to enable Rohrer to receive payment in full plus thirty (30) days; (b) shall be for the total price of the Products, including any applicable transportation and insurance costs, and in a form acceptable to Rohrer; and (c) shall authorize partial payments against partial deliveries. The letter of credit shall provide for payment(s) to Rohrer at sight upon presentation to the confirming bank of Rohrer's sight draft(s) on the confirming bank for one hundred percent (100%) of the invoice value of each delivery, accompanied by commercial invoice(s) or by shipping documents. The letter of credit shall permit shipment and shall permit presentation of non-negotiable copies of bills of lading provided they are accompanied by Rohrer's declaration that the originals have been mailed directly to the opening bank. All bank charges in connection with said letter of credit, including those of the confirming bank, shall be for the account of Purchaser. Other payment terms may be negotiated between Rohrer and Purchaser, in which case such special payment terms shall specified in writing and become a part of the sales agreement.

10. **MODIFICATION AND CANCELLATION OF ORDERS.** Once accepted by Rohrer, Purchaser may not cancel or change an Order without Rohrer's prior, written consent. In the event Rohrer approves Purchaser's request to modify or cancel of an Order, Purchaser shall compensate Rohrer for the greater of Rohrer's resultant costs and damages, or a cancellation fee equal to 5% of the aggregate amount of the cancelled Order. Rohrer shall have the right, without incurring any liability to Purchaser to do the following if the production of the Products becomes impracticable: (i) to cancel the Order in its entirety upon written notice to Purchaser; or (ii) except as provided in the next sentence, to change production facilities in its discretion without notification to Purchaser. Purchaser must notify Rohrer in writing at the time of the placement of an Order if the Products are subject to regulatory requirements that would restrict Rohrer's ability to change production sites (in which case Rohrer will not change production facilities without Purchaser's prior written consent). For any and all such Products, Purchaser shall quality at least two (2) Rohrer production sites.

11. **PRODUCT LABELING AND DESIGNS.** As between Purchaser and Rohrer, Purchaser is responsible for all artwork, designs, labels and wording imprinted upon the Products ("**Product Designs**"). Purchaser shall review and approve all Product Designs prior to the start of production. Purchaser grants to Rohrer a personal, non-assignable, royalty-free, right and license to utilize Purchaser's intellectual property rights in the Product Designs to perform its obligations under this Agreement. Purchaser acknowledges that Rohrer is not under any obligation to enforce Purchaser's intellectual property rights in the Product Designs, or to independently confirm the Product Designs do not infringe the intellectual property rights of a third party, Furthermore, Purchaser warrants it is the owner of, or has all necessary rights in the Product Designs and Specifications to grant the foregoing license, and warrants that the Product Designs and Specifications comply with the requirements of all applicable laws, rules, and regulations, including those promulgated by the United States Food and Drug Administration (or any international agency having substantially the same functions) and any applicable environmental rules and regulations.

12. **LIMITED WARRANTY; PURCHASER REMEDIES.** Subject to Section 11 and the limitations set forth below, Rohrer warrants that the Products shall conform to the Specifications and will be free from defects in materials or workmanship for a period of twelve (12) months from the date of delivery (the "**Limited Warranty**"). The remedy for a breach of the foregoing Limited Warranty, at Rohrer's sole option and expense, shall be limited to: (i) Rohrer refunding the original purchase price of the defective Products, or (ii) Rohrer replacing or repairing such defective Products with conforming Products. The remedies described in this Section 12 shall be the sole and exclusive remedy for any breach of the Limited Warranty. This warranty is solely for warranty claims that result from a manufacturing defect and for which Rohrer has received written notice of such defect within the one (1) year warranty period. The foregoing Limited Warranty shall not extend to: (A) any Products which have been subjected to misuse, misapplication or neglect, damaged by accident, rendered defective by reason of improper installation, not used as recommended and in accordance with approved installation and operating practices or rendered defective by the performance of repairs or alterations outside of Rohrer's plant, except when performed under Rohrer's specific authority; (B) any Products furnished or solicited by Purchaser or acquired from others at Purchaser's request and/or Purchaser's Specifications; (C) any components not manufactured by Rohrer which are attached to, incorporated in or otherwise made a part of Rohrer's Products, it being acknowledged by Purchaser that only the respective original manufacturers' warranties with respect to such components shall be offered to Purchaser to the extent permitted by such manufacturer; and (D) defects resulting from unusually severe environmental conditions, including but not limited to, temperature or humidity, or damage due to corrosive, abrasive, or other wear not normally to be expected in the Products involved. **THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES AND COMPRISE ROHRER'S SOLE AND ENTIRE WARRANTY OBLIGATION AND LIABILITY TO PURCHASER, ITS CUSTOMERS AND ASSIGNS IN CONNECTION WITH THE PRODUCTS SOLD HEREUNDER. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR**

THOSE ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR TRADE USAGE ARE EXPRESSLY DISCLAIMED. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 12, THE PRODUCTS ARE PROVIDED ON AN “AS IS” BASIS.

13. **UNITED STATES EXPORT LAWS.** Rohrer’s obligations are subject to the export administration and control laws and regulations of the United States. Purchaser shall comply fully with such laws and regulations in the export, resale, or disposition of the Products. Purchaser shall be responsible for applying for and obtaining all required export licenses and approvals and upon request, shall provide documentation of such licenses and approvals to Rohrer. Purchaser shall be responsible for maintaining and complying with all applicable export reporting requirements. Rohrer does not guarantee the issuance of such licenses or their continuation in effect once issued. Purchaser agrees and shall cause each of its customers to agree, that it shall commit no acts which directly or indirectly violate any United States export control law, regulation, treaty or other international agreement to which the United States adheres or complies or any applicable export, import or other laws of any other jurisdiction and agrees to indemnify and to hold Rohrer harmless from any and all liabilities or costs incurred by Rohrer or its affiliates for any reason arising from or connected with any such violation, incurred intentionally or unintentionally. Quotations or proposals made, and any Orders accepted by Rohrer from a Purchaser outside the United States are with the understanding that the ultimate destination of the Products is the country indicated therein. Diversion of the Products to any other destination contrary to United States law is prohibited. Accordingly, if the foregoing understanding is incorrect, or if Purchaser intends to divert the Products to any other destination, Purchaser shall immediately inform Rohrer of the correct ultimate destination. Purchaser agrees to indemnify, defend, and hold Rohrer harmless against any liability arising from any breach of Customer’s obligations under this Section 13.

14. **RETURN OF PRODUCTS.** All sales are final. Products may not be returned without Rohrer’s written consent. All Products returned are subject to a handling charge plus freight in both directions and charges for any required reconditioning, unless otherwise specified in writing by Rohrer.

15. **LIMITATION ON LIABILITY.** TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, ROHRER’S TOTAL, AGGREGATE LIABILITY TO PURCHASER OR ANY PERSON CLAIMING BY OR THROUGH PURCHASER FOR DAMAGES FOR ANY CLAIMS, LOSSES OR DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO ANY CAUSE WHATSOEVER IN RELATION TO THIS AGREEMENT OR THE PRODUCTS, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND/OR GROSS NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, OR OTHER CAUSE (A “CLAIM”) SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE PARTICULAR ORDER WITH RESPECT TO WHICH SUCH CLAIM RELATES. NOTWITHSTANDING THE FOREGOING SENTENCE, UNDER NO CIRCUMSTANCES SHALL ROHRER BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, CONSEQUENTIAL OR OTHER DAMAGES OF ANY KIND OR NATURE, INCLUDING DAMAGES FOR LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, LOSS OF REVENUE OR OPPORTUNITY, LOSS OF SAVINGS, OR CLAIMS OF THIRD PARTIES OR FOR INJURY TO PERSONS OR PROPERTY. THESE LIMITATIONS SHALL BE EFFECTIVE REGARDLESS OF WHETHER THE POSSIBILITY OF SUCH DAMAGES WAS DISCLOSED IN ADVANCE BY PURCHASER OR COULD HAVE BEEN FORESEEN BY ROHRER, AND REGARDLESS OF THE THEORY OF LIABILITY ON WHICH THE CLAIMS IS BASED. PURCHASER AGREES TO INDEMNIFY, DEFEND AND HOLD ROHRER HARMLESS FROM EACH AND EVERY CLAIM, ACTION, OR PROCEEDING, MADE OR BROUGHT BY ANY OTHER PERSON, FIRM, COMPANY OR OTHER ENTITY SEEKING ANY RECOVERY OR RELIEF BASED ON THE SALE BY ROHRER OF ANY PRODUCTS TO PURCHASER.

16. **INDEMNIFICATION.** Purchaser shall defend, indemnify, and hold harmless Rohrer, its shareholders, directors, officers, employees, managers, members, affiliates, subsidiaries, agents, successors and assigns (the “**Rohrer Indemnified Parties**”) from and against any and all direct and indirect claims, demands, actions, liabilities, judgments, damages, losses, fines, penalties, forfeitures, costs and expenses, including, without limitation, reasonable attorneys’ fees and costs of proceedings (collectively, “**Losses**”) arising out of, or relating to, Rohrer’s manufacture, use or sale of any Products in accordance with the Product Designs and/or Specifications furnished by the Purchaser or its affiliates, employees, officers, directors or agents (“**Purchaser Parties**”), including: (i) for bodily injury, death of any person, or damage to real or tangible personal property caused by the Purchaser Parties or the Products; (ii) claims that the Products infringe or misappropriate any patent, trademark, copyright or other intellectual property rights of a third party; (iii) claims that the Products violate applicable laws; (iii) claims arising from a breach of these Terms of Sale by a Purchaser Party; or (iv) the intentional, reckless, or negligent acts or omissions of a Purchaser Party. Purchaser agrees to obtain and maintain adequate levels of insurance to covers its operations on a primary and non-contributory basis. Purchaser agrees to release and waive all rights of recovery against Rohrer and its insurers by way of subrogation.



**17. PRODUCTION MATERIAL; IP RIGHTS.**

(a) Dies, tools, patterns, electronic files and other products of preparation required to produce the Products or services sold or provided under this Agreement (collectively, "Production Material") shall remain the property of Rohrer, unless such Production Material has been furnished to Rohrer by Purchaser or specifically paid for in full by Purchaser ("Purchaser Production Material"), in which case such Purchaser Production Material shall be and remain the property of Purchaser. Preparation charges or charges for Production Material represent only a portion of cost and do not necessarily constitute payment in full. Unless otherwise agreed to by Rohrer and Purchaser in writing, payment of such charges does not give Purchaser any right, title, or interest in such Production Material. Rohrer shall not be responsible for retention of, and may dispose of, Production Material on which no orders are received for two (2) years or more. Rohrer agrees to reasonably maintain the Production Material required to produce the Products or services sold or provided hereunder (whether Purchaser Production Material or otherwise) throughout the term of this Agreement; provided however, that any extraordinary costs required to maintain such Production Material shall be the sole responsibility of Purchaser.

(b) Each party is and will continue to be the sole owner of any intellectual property owned by it prior to the date of the Agreement. Any new intellectual property relating to the methods of production, assembly, or supply of the Products which is conceived, made, authored or reduced to practice by Rohrer under this Agreement shall be Rohrer's sole and exclusive property. To the extent any such rights vest in Purchaser by operation of law, Purchaser hereby agrees to assign and convey such rights to Rohrer without the payment of any amounts including any royalties, commissions or profit participation charges. Purchaser will not make any adverse claim regarding intellectual property owned by or to be assigned to Rohrer.

**18. FORCE MAJEURE.** Any delays in or failure of performance of Rohrer shall not constitute default or give rise to any claims for damages if and to the extent that such delay or failure is caused by occurrences beyond the control of Rohrer, including, but not limited to: acts of God or the public enemy, acts of government, acts of Purchaser, expropriation or confiscation of facilities; compliance with any order or request of any governmental authority, compliance with priority or allocation orders or preference ratings issued by the government, epidemics, quarantine restrictions, acts of war, acts of terrorism, rebellion or sabotage or damage resulting therefrom; embargoes or other export restrictions, wrecks or delays of transportation, inadequate transportation facilities, inability or difficulty in obtaining raw materials, a significant increase in the price of materials, fires, floods, explosions, unusually severe weather, accidents, breakdowns; riots or strikes or other concerted acts of workmen, whether direct or indirect; or any other causes whether or not of the same class or kind of those specifically above named which are not within the control of Rohrer and which, by the exercise of reasonable diligence, Rohrer is unable to prevent or provide against.

**19. CODE OF BUSINESS CONDUCT:** Rohrer expects Purchaser to conduct its business ethically and in a socially and environmentally responsible manner. At a minimum, Purchaser shall comply with all foreign and domestic laws governing the operation of its business, and with all policies regarding workplace health and safety; labor standards as required by local law or regulation; protection of the environment and resources; product safety; and anti-corruption. Purchaser shall not take any action and shall refrain from taking any action or from encouraging any employee or agent of Rohrer from taking any action that, in each case, could result in a violation of Rohrer's Code of Business Conduct, a copy of which will be made available to Purchaser upon request. Any action by Purchaser in breach of this Section 19 shall be considered a material breach of these Terms of Sale and Rohrer may in its sole discretion terminate the Order for cause.

**20. SECURITY INTEREST.** To secure Purchaser's obligations to Rohrer, Rohrer hereby reserves, and Purchaser hereby grants to Rohrer, a security interest, including any applicable purchase money security interest, in all Products (and all proceeds from the sale of such Products by Purchaser) sold by Rohrer to Purchaser. Purchaser hereby authorizes Rohrer to file any financing statement or other document that is, or becomes, necessary for Rohrer to perfect the security interest granted to it under this section entitled "Security Interest."

**21. ASSIGNMENT; BINDING EFFECT.** No assignment of Purchaser's rights hereunder may be made without the prior written consent of Rohrer. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

**22. GOVERNING LAW.** This Agreement is to be governed by and interpreted in accordance with the substantive law of the State of Ohio, without regard to conflict of laws rules thereof. The parties hereby expressly exclude the applicability of the United Nations Convention on Contracts for the International Sale of Goods, if the same would otherwise apply here.

**23. JURISDICTION.** Rohrer and Purchaser agree that any legal suit, action, or proceeding hereunder shall be brought and resolved exclusively by the State and Federal courts located in Summit County, Ohio, and the courts to which an appeal therefrom may be taken; provided that any party shall have the right, to the extent permitted by applicable law, to proceed against any other

party or its property in any other location to the extent necessary for the enforcing party to enforce a judgment or other court order. Each of the parties hereby consents to the jurisdiction of such courts and waives all questions of jurisdiction and venue. Legal process in any proceeding may be served on any party anywhere in the world. **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THESE TERMS OF SALE OR THE TRANSACTIONS COMTEMPLATED HEREBY.**

24. **NO WAIVER.** The failure of Rohrer to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of the Agreement or to exercise any right thereunder shall not be construed as a waiver or relinquish of the future performance of any such term, covenant or condition or the future exercise of such rights, nor shall it be deemed to be a waiver or relinquishment of any other terms, covenant, or condition, or the exercise of any other rights under the Agreement.

25. **VALIDITY AND ENFORCEABILITY OF ELECTRONIC TRANSMISSIONS.** The conduct of Rohrer and Purchaser pursuant to this Agreement, including the use of documents communicated by electronic transmission to initiate and accept sales orders, shall, for legal purposes, evidence a course of dealing and a course of performance accepted by the parties. Electronic copies of signed documents, if introduced as evidence in any judicial, arbitration, mediation, or administrative proceedings, shall be admissible as between the parties to the same extent and under the same conditions as original business records. Neither party shall contest the admissibility of facsimile or electronic copies of documents under the best evidence rule, or otherwise, on the basis that the documents are not the original form of such documents.

26. **SEVERABILITY.** If any provision hereof shall be illegal, invalid or unenforceable, it shall not affect the legality, validity or enforceability of any other provision hereof and such illegal, invalid, or unenforceable provision shall be interpreted and modified by the parties so as to eliminate such illegality, invalidity and/or unenforceability.