

GENERAL TERMS AND CONDITIONS OF SALE

THE FOLLOWING TERMS AND CONDITIONS GOVERN ALL SALES OF PRODUCTS AND SERVICES (COLLECTIVELY “PRODUCTS”) BY PLYMOUTH RUBBER EUROPA, S.A.U. AND/OR ITS AFFILIATES AND RELATED ENTITIES (COLLECTIVELY “SELLER”) TO ALL PURCHASERS OF PRODUCTS (EACH A “BUYER”).

1. **Sales of Products.** All sales of Products are subject to and governed by the provisions of these General Terms and Conditions of Sale (“Terms”). These Terms together with any other applicable documents created by the SELLER at any time regarding the sale of Products to the SELLER constitute the entire agreement between SELLER and BUYER for the purchase and sale of Products (“Agreement”). **Any terms or conditions stated by BUYER on BUYER’s purchase order(s) or otherwise, or in otherwise acknowledging or placing an order, or in making a purchase, are deemed by SELLER to be a material alteration of the Agreement and objectionable, and are hereby rejected and void.** All quoted prices by SELLER (each a “Quote”) will be valid for thirty (30) days from the date of such Quote, unless the Quote expressly states otherwise, and thereafter shall either be null and void or, at the SELLER’s sole discretion, subject to price adjustments. To the fullest extent permitted by law, these Terms shall govern and control all SELLER’s sales of Products. All documents involved in the sale of Products that are inconsistent with these Terms shall be and hereby are null and void.

2. **Contract Price.** All sales of Products to BUYER are subject to the approval of SELLER’s credit department. BUYER shall pay SELLER in United States Dollars (US\$), unless otherwise expressly agreed in writing by SELLER. SELLER’s right to payment shall not be subject to or conditional upon any action other than SELLER fulfilling its obligations under the Agreement. SELLER has a minimum order requirement of \$300. SELLER shall have no obligation to process orders with a purchase price of less than \$300. All Products are sold in full case quantities only regardless of purchase price. For all custom orders, BUYER shall be required to make a non-refundable deposit of at least 50% of the total purchase price at the time of placing the order, which non-refundable deposit shall be deemed fully earned by SELLER upon receipt. The remaining balance of the purchase price for custom orders must be paid by BUYER in full prior to shipment. For all other Products, BUYER shall make payment on all invoices in the amounts and in accordance with the Payment Terms stated in the Agreement or, if no Payment Terms appear in the

Agreement, net thirty (30) days from the date of the invoice. Late payments on all orders shall be subject to interest at the rate of 1.5% per month or the highest interest rate permitted by law, whichever is lower, on the unpaid balance until such time as full payment is received by SELLER, plus any costs and expenses (including reasonable attorneys’ fees) incurred by SELLER associated with collection of such payment. Pricing and packaging are subject to change at any time without notice.

3. **Purchase Money Security Interest/Financing Statements.** As security for payment of any amount due under the Agreement between BUYER and SELLER, SELLER shall have the right to retain possession of, and shall have a security interest in, all of BUYER’s property in SELLER’s possession or control, and shall have a purchase money security interest and right of possession of Products already shipped (including any proceeds thereof), until SELLER receives payment in full of all amounts due under the Agreement. BUYER agrees to execute any financing statements or provide any documents to SELLER to perfect such security interest, and consents to SELLER’s signing and filing of such documents against BUYER, and appoints SELLER as its attorney-in-fact, coupled with interest, to sign, file and take any and all other actions to perfect, enforce and collect upon SELLER’s security interests and rights in the Products. If SELLER brings any action to enforce its rights hereunder or to collect any amounts due from BUYER, SELLER shall be entitled to recover its costs and expenses, including reasonable attorneys’ fees and court and arbitration costs, as applicable, from BUYER.

4. **Cancellations.** SELLER reserves the right to require payment in advance or satisfactory security. If BUYER fails to make payment in accordance with the terms of the Agreement or fails to comply with any provision hereof, SELLER may, at its option (and in addition to other remedies that may be available at law or in equity), cancel any unshipped portion of this order, with BUYER remaining liable for all unpaid amounts.

5. **Return of Products.** Products cannot be returned and orders, once accepted, cannot be canceled unless done timely and BUYER (1) receives prior written consent from SELLER's customer service department in Canton, Massachusetts, (2) strictly complies with SELLER's Return of Goods Policy attached hereto as Exhibit A and incorporated herein by reference, (3) BUYER is in full compliance with the Agreement, and (4) in the case of nonconforming Products, BUYER (a) returns sample Products, (b) identifies the lot numbers and manufacturing dates of each Product, and (c) receives SELLER's Quality Manager notice that such Product(s) are nonconforming. If SELLER accepts BUYER's request to cancel an order for compliant Products, BUYER shall be responsible for all costs and expenses incurred by SELLER prior to cancellation. If BUYER delays delivery for more than thirty (30) days after the originally scheduled delivery date, BUYER shall be liable for a storage fee equal to 1.5% of the outstanding balance due per month. If the party seeking to return Products is not also the BUYER, then that party must direct all returns through the BUYER who must then follow the process set forth herein.

6. **Taxes.** All taxes and excises of any nature whatsoever (excluding net income tax) now or hereafter levied by governmental authority, whether foreign, federal, state, or local, upon the sale, use, or transportation of any Products covered hereby, shall be paid and borne by BUYER whether or not included in the price of the Products. BUYER is required to provide SELLER with an exempt use certificate for state sales taxes or at SELLER's option SELLER shall collect or the BUYER shall directly pay state sales tax and shall provide SELLER with proof of payment of taxes.

7. **Shipping and Title.** Unless otherwise provided on the face of the Quote or in the Agreement, the Products shall be shipped ex-works Origin (Incoterms 2010). BUYER shall be responsible for pre-payment of all freight, shipping and insurance costs excepting only, in SELLER's sole discretion, SELLER may elect not to require BUYER to prepay shipping on orders of less than \$1,000 within the continental United States. Title to the Products shall pass to BUYER upon delivery thereof to the carrier. Delivery to carrier shall constitute delivery to BUYER, and thereafter the Products shall be at BUYER's risk. Dates of all planned shipments are estimated and not guaranteed. SELLER assumes no responsibility for damage or loss to the Products once placed with the carrier for delivery to BUYER. In the absence of specific instructions, SELLER will select the carrier. SELLER reserves the right to charge for any special routing,

packing, labeling, handling or insurance requested by BUYER and agreed to by SELLER. SELLER shall not be deemed responsible for any liability in connection with any shipment because of the selection of a carrier or failure to obtain insurance. All delivery dates are approximate. SELLER is not responsible for damages resulting from any delay. No deferment of shipment at BUYER's request beyond the respective dates indicated will be made except on terms that will indemnify, defend and hold harmless SELLER against all loss and additional expense. BUYER shall be responsible for any additional shipping charges incurred by SELLER due to BUYER's acts or omissions.

8. **Acceptance of Products.** BUYER shall promptly inspect the Products upon receipt. BUYER shall be deemed to have accepted the Products unless BUYER sends written notice to SELLER within ten (10) days of delivery of the Products in question that such Products do not conform to the requirements of the Agreement. If BUYER rightfully rejects the Products within said 10-day period, SELLER's exclusive obligation and BUYER's exclusive remedy for such rejected Products shall, at SELLER's sole option and discretion, be limited to either: (a) repair or replacement of the nonconforming Products within a reasonable time, or (b) issuing a credit or refund to BUYER for the amounts paid by BUYER for such nonconforming Products. If the SELLER performs either option with respect to such nonconforming Products, then SELLER shall not (a) be in breach of any obligations to BUYER and (b) incur any liability to BUYER.

9. **Component Specifications.** SELLER reserves the right without notice to BUYER to change the specifications of individual components of Products provided the performance of the new item(s) is equivalent to or better than that of the items identified in the Agreement.

10. **Limited Warranty.** **SELLER WARRANTS TO BUYER ONLY FOR A PERIOD OF TWELVE (12) MONTHS FROM THE DATE OF SHIPMENT THAT ITS PRODUCTS WILL SUBSTANTIALLY CONFORM TO THE PRODUCTS' WRITTEN SPECIFICATIONS EXCLUSIVELY CONTAINED IN THE SELLER'S PRODUCT DATA SHEET UNLESS THE PRODUCT DATA SHEET EXPRESSLY PROVIDES OTHERWISE. THIS LIMITED WARRANTY SHALL RUN ONLY TO BUYER AND MAY NOT BE ASSIGNED OR TRANSFERRED BY BUYER. TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS SELLER AGAINST ANY CLAIMS, LIABILITIES,**

COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) AND DAMAGES RELATING TO ANY ADDITIONAL OR DIFFERENT WARRANTY(IES) PROVIDED BY BUYER AND/OR ITS CUSTOMERS TO ANY OF THEIR RESPECTIVE CUSTOMERS OR OTHER THIRD PARTIES. SELLER'S LIMITED WARRANTY SHALL BE VALID ONLY FOR TWELVE (12) MONTHS AFTER THE DATE OF SHIPMENT OF THE PRODUCTS TO BUYER. THIS LIMITED WARRANTY SHALL CONSTITUTE THE BUYER'S SOLE AND EXCLUSIVE REMEDY. NORMAL WEAR AND TEAR SHALL NOT CONSTITUTE NONCONFORMANCE AND SHALL NOT PROVIDE A BASIS FOR A WARRANTY CLAIM.

11. Disclaimer of Warranties. THE LIMITED WARRANTY CONTAINED IN THESE TERMS IS THE EXCLUSIVE WARRANTY GOVERNING THE PRODUCTS AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR USE, NON-INFRINGEMENT, DESIGN, AND/OR ANY WARRANTIES ARISING FROM COURSE OF PERFORMANCE, DEALING, USAGE OR TRADE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED. ALL PRODUCTS ARE SOLD "AS IS" AND "WITH ALL FAULTS". NO EXTENSION OR EXPANSION OF THIS LIMITED WARRANTY SHALL BE BINDING UPON SELLER UNLESS SET FORTH IN WRITING AND SIGNED BY SELLER'S AUTHORIZED REPRESENTATIVE.

12. Notice of Warranty Claim and Return of Products. Within the twelve (12) month Limited Warranty period, BUYER must notify SELLER in writing of any warranty claim within ten (10) days after discovery of the issue giving rise to such warranty claim. Immediately thereafter, BUYER must commence steps 1-4 of the "Return of Products" process set forth above. A failure to provide such notice and follow such process will render the limited warranty null and void and leave the BUYER with no recourse.

13. Limitation of Liability. SELLER'S EXCLUSIVE OBLIGATION AND BUYER'S EXCLUSIVE REMEDY FOR LIMITED WARRANTY CLAIMS SHALL, AT SELLER'S SOLE OPTION AND DISCRETION, BE LIMITED TO EITHER: (A)

REPAIR OR REPLACEMENT OF THE PRODUCTS GIVING RISE TO SUCH LIMITED WARRANTY CLAIMS WITHIN A REASONABLE TIME, OR (B) ISSUING A CREDIT OR REFUND TO BUYER FOR THE AMOUNTS PAID BY BUYER FOR SUCH PRODUCTS GIVING RISE TO SUCH LIMITED WARRANTY CLAIMS. IF THE SELLER PERFORMS EITHER OPTION, THEN SELLER SHALL NOT (A) BE IN BREACH OF ANY OBLIGATIONS TO BUYER AND (B) INCUR ANY LIABILITY TO BUYER. ALL PRODUCTS REPAIRED OR REPLACED HEREUNDER SHALL BE WARRANTED ONLY FOR THE UNEXPIRED PORTION OF THE ORIGINAL TWELVE (12) MONTH WARRANTY PERIOD. FOR ALL PURPOSES HEREOF, NORMAL WEAR AND TEAR SHALL NOT CONSTITUTE A NONCONFORMANCE. UNDER NO CIRCUMSTANCES SHALL SELLER'S MAXIMUM LIABILITY TO BUYER OR ANY THIRD PARTY UNDER ANY WARRANTY, EXPRESS, IMPLIED, OR STATUTORY, OR FOR ANY MANUFACTURING OR DESIGN DEFECTS, ANY BREACH OF WARRANTY, OR ANY OTHER CAUSE OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, EXCEED THE SUM RECEIVED BY THE SELLER FROM THE BUYER FOR THE PARTICULAR PRODUCTS GIVING RISE TO SUCH LIABILITY. NO TRUSTEE, OFFICER, DIRECTOR, BENEFICIARY, EMPLOYEE, MEMBER, OR OTHER PRINCIPALS, AGENTS, OR REPRESENTATIVES (WHETHER DISCLOSED OR UNDISCLOSED) OF SELLER SHALL BE PERSONALLY LIABLE TO BUYER OR THOSE TO WHOM BUYER PROVIDED, DIRECTLY OR INDIRECTLY, PRODUCTS FOR SELLER'S OBLIGATIONS ARISING OUT OF OR RELATED TO THE SALE OF PRODUCTS. BUYER ACKNOWLEDGES AND AGREES THAT THE LIMITATIONS SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THIS AGREEMENT AND THE PRODUCTS WOULD NOT BE SOLD TO BUYER ABSENT SUCH LIMITATIONS. ANY CLAIMS OR ACTIONS AGAINST SELLER ARISING OUT OF ANY PRODUCTS SOLD HEREUNDER MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES IF NOT SOONER AS SPECIFIED HEREIN.

14. **No Consequential Damages.** UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, INCREASED COSTS, LOST BUSINESS OPPORTUNITIES, LOSS OF USE, LOST REVENUES, LOST PROFITS, LOSS OF PRODUCTION, DAMAGED REPUTATION, ARISING OUT OF OR RELATED TO THE SALE, DELIVERY, NON-DELIVERY, OR SERVICING OF ANY PRODUCTS OR ANY PART THEREOF, OR FOR ANY CHARGES OR EXPENSES OF ANY NATURE INCURRED, WHETHER BASED IN CONTRACT, TORT OR OTHER LEGAL THEORY. SELLER EXPRESSLY WAIVES ALL SUCH DAMAGES.

15. **Misuse of Products.** All warranties are limited to the condition of the Products at the time of delivery to the carrier for shipment to BUYER. BUYER shall be responsible for instructing all end-users on the proper use of the Products. SELLER shall not be liable for warranty claims if the Products have been exposed, subjected to, or arise from: (a) any use, storage, handling, maintenance, repair, installation, transportation or operation which is improper or otherwise not in compliance with Industry's best practices, SELLER's instructions or applicable government regulation or law; (b) any alteration, modification or repair performed by anyone other than SELLER or those specifically authorized in writing by SELLER; (c) any accident, contamination, damage, abuse, improper use, storage or handling, neglect or negligence after delivery to the applicable carrier for shipment to BUYER; (d) any damage precipitated by failure of Products not under warranty or by any product not supplied by SELLER; (e) any use of counterfeit or replacement or additional goods that are neither manufactured nor approved by SELLER for use with the Products; (f) any use of the Products for a purpose or with materials or equipment that was not approved by SELLER at the time of manufacture of such Products; (g) any damages arising from or related to Products the BUYER knew or should have known were nonconforming or defective; (h) any damages arising from or related to BUYER's failure to timely reject nonconforming or defective Products; (i) any damages resulting from an end-user's improper training on the use of the Products or (j) any damage resulting from an application for which the Products were not specifically designed. BUYER is solely responsible to ensure that the Products are in compliance with foreign, federal and state laws and regulations which

may apply to the Products as a result of BUYER's or the end user's actual or intended use of the Products, including in combination with Products of third parties, even if BUYER makes SELLER aware of such use. Without limiting the foregoing, SELLER expressly makes no representations and warranties that the products do not infringe any intellectual property rights, even if SELLER has been made aware of the potential for such infringement.

16. **False Warranty Claims.** If BUYER makes a warranty claim and SELLER determines the Products are not nonconforming, then BUYER shall be liable to the SELLER for all expenses incurred by SELLER in making said determination.

17. **Record Keeping.** SELLER's obligations under this limited warranty are conditioned upon BUYER's ability to provide maintenance records establishing the proper storage, handling and use of the Products, the nature of any unsatisfactory condition of the Products, and proof such condition existed at the time of delivery to the carrier for shipment to BUYER. BUYER shall, upon the request of SELLER, promptly deliver to SELLER copies of such records as necessary to substantiate any warranty claims.

18. **Sales Final.** All sales of Products are final, except for (a) rightfully rejected Products and (b) valid and properly submitted limited warranty claims in accordance with these Terms.

19. **Proprietary Information and Technology Rights.** The SELLER does not convey any license, express or implied, under any patent, copyright, trade secret, or other proprietary rights relating to the Products to the BUYER. All such rights remain the sole and exclusive property of and are owned by SELLER. Any documentation, data, or information of any kind ("Confidential Information") supplied by SELLER to BUYER shall be deemed proprietary to SELLER and treated as confidential by BUYER. SELLER exclusively retains all proprietary rights in and to all Confidential Information. BUYER shall not disclose, without SELLER's written consent, any Confidential Information to any other person, or use Confidential Information for any purpose other than performing its obligations to the SELLER. BUYER shall return all Confidential Information, together with all copies thereof, to SELLER. The obligations under this paragraph shall survive the cancellation, termination, or completion of all agreements between SELLER AND BUYER. SELLER may, at its sole option, require BUYER to execute a separate confidentiality agreement acceptable to SELLER as a condition to providing any

documentation or data that it considers proprietary or confidential. All Products, information, and technology produced, conceived, or otherwise developed by or for SELLER, or as a result of technology furnished by SELLER, shall be the sole property of SELLER, and BUYER shall have no ownership or other rights in such property. BUYER agrees to use such Products, information, and technology only in connection with Products or services furnished by SELLER and otherwise to retain them as confidential in accordance herewith. BUYER, at its cost, hereby assigns to SELLER all rights, title and interest in all inventions, trade secrets, patents, mask works, copyrights, trademarks, and other intellectual property developed by or for SELLER in connection with the conception, design, development, or manufacture of Products using Confidential Information and shall fully cooperate with and assist SELLER in perfecting such rights. SELLER makes no representation or warranty as to whether the Products provided hereunder infringe any third party intellectual property rights. SELLER shall have no liability for any actual or alleged infringement arising out of work performed or Products delivered by SELLER in accordance with specifications furnished by BUYER.

20. **Termination by SELLER.** SELLER may terminate the Agreement with BUYER if BUYER (i) fails to pay any amount payable to SELLER after it becomes due, (ii) is insolvent, adjudged bankrupt or makes a general assignment for the benefit of its creditors, or (iii) otherwise commits a material breach of any obligation to the SELLER.

21. **Survival.** These Terms shall survive termination of the Agreement between SELLER and BUYER.

22. **Arbitration.** Except in the event of BUYER's failure to make timely payments to SELLER, all disputes that may arise between the parties under or in connection with the sale of Products, shall be submitted (together with any counterclaims) to final and binding arbitration heard by a single arbitrator in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association and be conducted in Boston, Massachusetts, USA. The prevailing party of any arbitration, action, or legal proceeding shall be entitled to receive from the other party, in addition to any other relief granted, its costs and expenses incurred, including reasonable attorneys' fees and court and arbitration costs, as applicable.

23. **Governing Law.** All agreements between SELLER and BUYER shall be governed exclusively by the then-current Commercial Arbitration Rules of the American

Arbitration Association without reference to conflicts of laws principles. **Any disputes not subject to arbitration between the SELLER and BUYER and all confirmations of arbitration awards shall be subject to the exclusive jurisdiction of and venue in the state and federal courts located in Boston, Massachusetts, USA. The parties consent to the personal and exclusive jurisdiction and venue of these courts.** The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

24. **No Waiver.** Any waiver of any breach of any term or condition between SELLER and BUYER shall not operate as a waiver of any other breach of such term or condition or of any other term or condition of this Agreement.

25. **Severability.** If any provision of term or condition between SELLER and BUYER relative to the sale of Products shall be held to be invalid or unenforceable, such provision shall be ineffective only to the extent of such invalidity or unenforceability without invalidating the remaining provisions of the Agreement between the parties.

26. **Headings.** The headings used in this Agreement are included for convenience only and are not to be used in the interpretation of any term or condition between SELLER and BUYER.

27. **Notices.** "Notice" or "written notice" shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice. In each instance when "notice" or "written notice" is provided, an advanced copy of the same shall be sent to the other party via email. The Parties acknowledge and agree that (1) these are the only acceptable forms of notice and (2) electronic communications of any kind such as email, text, or facsimile are not an acceptable form of notice. Parties may change their address for notice purposes by giving notice of such change, provided that such notice is effective only on receipt.

28. **Successors and Assigns.** SELLER and BUYER respectively bind themselves and their partners to the covenants, agreements, and obligations contained in all agreements between them. Neither party may assign the performance of its obligations, or any part thereof, without written consent of the other which consent may be withheld in the sole discretion of the other. No permitted

assignment shall relieve the assignor of its duties and obligations prior to the effective date of such assignment.

29. **Advice of Counsel.** Each party acknowledges that it has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of the Agreement between them.

30. **Force Majeure.** SELLER shall not be responsible for any failure to achieve a delivery date or otherwise perform its obligation due to events that are outside of SELLER's reasonable control, including without limitation: (a) fires, floods, or other natural disasters or casualties, or acts of God; (b) wars, riots, civil commotion, embargoes, governmental regulations, terrorism, or martial law; (c) inability to obtain raw materials or subcomponents from SELLER's usual sources of supply; (d) transportation shortages or delays; (e) strikes or other labor troubles; (f) BUYER's failure to cooperate or otherwise perform its obligations in connection with this Agreement; and (g) changes in International, Federal, State or Municipal laws, rules or regulations.

31. **Allocation.** In the event SELLER is unable to supply the total requirements of its customers, SELLER may allocate its available supply among its customers in a manner deemed by SELLER to be fair and equitable without liability for any failure of performance which may result therefrom.

32. **Entire Agreement.** Excepting only, if applicable, these Terms, no document not expressly and unequivocally identified in writing by both SELLER and BUYER as being binding upon them in the Agreement shall govern or control their respective obligations. The SELLER'S documents constitutes the sole and entire Agreement between the parties, and supersedes all prior oral or written agreements, commitments, representations, or understandings with respect thereto. No other document or amendment shall be part of this Agreement, unless in writing and signed by each party's authorized representative.

33. **Compliance with Laws.** BUYER agrees to comply with all applicable laws, regulations, and industry and professional standards of care, including those of the United Kingdom, the United States of America, and the country or countries in which BUYER may operate, including without limitation the U. K. Bribery Act, the U.S. Foreign Corrupt Practices Act ("FCPA"), the U.S. Anti-Kickback Act ("Anti-Kickback Act") and the U.S. Food Drug and Cosmetic Act ("FDCA"), each as currently amended, and the rules and regulations promulgated by the U.S. Food and Drug Administration ("FDA"), and agrees

to indemnify, defend, and hold harmless SELLER from the consequences of any violation of such provisions by BUYER, its employees or agents to the fullest extent permitted by law. BUYER acknowledges that it is familiar with the provisions of the U. K. Bribery Act, the FCPA, the FDA, and the Anti-Kickback Act, and certifies that BUYER will adhere to the requirements thereof. In particular, BUYER represents and agrees that BUYER will not make any payment or give anything of value, directly or indirectly to any governmental official, any foreign political party or official thereof, any candidate for foreign political office, or any commercial entity or person, for the purpose of influencing such person to purchase Products or otherwise benefit the business of SELLER.

34. THESE GENERAL TERMS AND CONDITIONS OF SALE ARE A MATERIAL AND INTEGRAL PART OF ANY SALE OF PRODUCTS. THESE TERMS AND CONDITIONS OF SALE GOVERN AND CONTROL ANY TRANSACTION BETWEEN BUYER AND SELLER NOTWITHSTANDING THE EXISTENCE OR USE OF ANY BUYER DOCUMENTS.