

JCU INTERNATIONAL INC.

General Terms and Conditions of Sale

1. TERMS OF SALE

These terms and conditions apply to all quotations, acknowledgments, invoices submitted by JCU International, Inc. ("JCU") from and after 2/23/2021 ("Effective Date") for the sale of products and/or services ("Product" or "Products"), to all related purchase orders, order releases and/or similar documents received by JCU from and after the Effective Date for the purchase of Products, and to all Products sold by JCU from and after the Effective Date, except as otherwise specifically provided in a document issued by JCU. These revised terms and conditions are available on JCU's website at jcu-intl.com.

JCU's QUOTATIONS ARE EXPRESSLY MADE CONDITIONAL ON BUYER'S ASSENT TO THE ADDITIONAL OR DIFFERENT TERMS SET FORTH BELOW WHICH REPRESENT THE SOLE AND EXCLUSIVE TERMS AND CONDITIONS UPON WHICH JCU OFFERS TO SELL PRODUCTS TO BUYER.

JCU's quotation, including (1) these terms and conditions, and (2) any documents (such as drawings or other specifications) expressly and to the extent incorporated by reference therein, are referred to herein as the "Agreement." The Agreement also includes any amendments made from time to time by the parties – but these terms and conditions of sale shall not be amended, modified or rescinded, and no amendment, modification or revision of the terms and conditions set forth herein will be binding upon JCU, unless such amendment, modification or revision is agreed to in writing, makes express reference to amending these terms and conditions, and is signed by an Authorized Representative of JCU (see Section 17 below).

Buyer's acceptance of the Agreement is limited to acceptance of the terms and conditions set forth herein. Any proposal for additional or different terms or any attempt by Buyer to vary in any degree any of the terms of this Agreement in Buyer's acceptance are hereby objected to and rejected by JCU. (See Section 16 below.) THE TERMS OF THIS AGREEMENT ARE EXCLUSIVE.

2. TITLE AND RISK OF LOSS

Title to Product and risk of loss, damage and contamination of Product passes to Buyer when the Product delivered in accordance with the applicable Incoterm delivery term. After passage of title of the Product to Buyer, Buyer assumes all risk and liability, and JCU shall not be liable to Buyer for any loss or damage to persons, property or the environment arising out of or related to the Product. JCU will not place a valuation upon Product shipments unless specifically required in writing by Buyer or required for export purposes.

3. TAXES AND DUTIES

All taxes, duties, tariffs, customs fees, levies, penalties and other charges now or hereafter imposed by any governmental authority with respect to the Agreement or the production, processing, manufacture, sale, delivery, transportation, importation, exportation or proceeds of Product hereunder or on remittance of funds in payment for Product shall be paid by Buyer. If paid, or required to be paid by JCU, Buyer shall reimburse JCU for such amounts within ten (10) days of receipt of written notice from JCU. If any Product is rejected, Buyer shall pay all taxes, duties, tariffs, consular fees, levies, penalties or other charges resulting from failure to re-export Product from the country of destination within such time limits as may be prescribed by law. JCU reserves to itself all applicable duty drawback allowances and Buyer shall provide assistance in connection with JCU's application for the same.

4. PRODUCT STEWARDSHIP

Buyer acknowledges the hazards associated with the handling, unloading, discharge, storage, transportation, use, disposition, processing, admixture or reaction (including without limitation by Buyer and/or by Buyer's direct or indirect customer and including without limitation in connection with the sale, offer for sale, import or other use) (the "Use") of Product supplied under the Agreement and assumes the responsibility of advising those of its employees, agents, contractors, and customers in connection with such Use of the hazards to human health or human or environmental safety, whether such Product is used singly or in combination with other substances or in any processes or otherwise. If Buyer is provided a Safety Data Sheet ("SDS") by JCU for Product, Buyer shall advise all of its employees, agents, contractors and customers who will Use the Product of the SDS, and any supplementary SDS or written warnings that it may receive from JCU from time-to-time. In addition, if Buyer believes or has reason to believe the SDS or other information provided to Buyer by JCU is inaccurate or in any way insufficient for any purpose, Buyer will immediately notify JCU of the same, and provide JCU a reasonable opportunity to supplement or correct the information. Failure of Buyer to timely provide such notice shall be deemed a waiver by Buyer of any and all claims, demands or causes of action for personal injury, damage to the environment or property arising from or attributable to the Use of Product. To the fullest extent permitted by law, Buyer shall defend, indemnify and hold JCU, its affiliates and their respective employees, officers, directors and stockholders (collectively "Indemnitees") harmless from and against any and all claims, demands, lawsuits, causes of action, strict liability claims, penalties, fines, administrative law actions and orders, expenses (including attorneys' fees and expenses) and costs and liabilities of every kind and character ("Claims") which may arise for any reason whatsoever, including personal injuries, death, damage to property or to the environment, regardless of whether based on negligence, strict liability, contract, or breach of warranty, arising out of or related to a breach of its obligations under this Agreement or the sale or use of Product or material made in whole or in part from Product sold hereunder. Buyer's duty under this Agreement shall survive the termination, cancellation or expiration of the order contemplated by the Agreement and the cessation of any business transactions between Buyer and JCU, and Buyer's obligations herein

shall remain in full force and effect as necessary for the purposes of compliance with the terms of this Section.

5. DELIVERIES

(a) If Buyer has not issued instructions as to the method of shipment by the time Product is ready for shipment, JCU may select any reasonable method of shipment without liability by reason of its selection. To the extent flexibility is allowed by the Agreement for time or size of deliveries, the parties will cooperate to the extent reasonable to coordinate periods and times for deliveries hereunder, and Buyer will give reasonable prior notice as to quantities and scheduling desired. Buyer shall be solely liable for any demurrage arising out of the transportation, delivery, loading or storage of the Product hereunder, and JCU shall not be liable to Buyer for damages or charges resulting from a delay in the delivery of Product. JCU reserves the right to assess additional charges for non-standard shipments, short lead-time on orders, order changes, and order cancellations. Charges are subject to change without prior written notice at JCU's sole discretion.

(b) JCU may reject transports, containers or storage presented for loading/unloading/transfer or handling which, in JCU's sole discretion, would present an unsafe or potentially unsafe situation.

(c) JCU may refuse to load/unload, transfer or handle any Product under any conditions it deems, in its sole discretion, unsafe, including, but not limited to, conditions caused by drivers, personnel, equipment, procedures, and/or weather conditions.

(d) If Buyer, or its contractors or agents, loads, unloads or ships "hazardous materials" (in the United States as listed in the Tables of 49 C.F.R. 172.101, 172.102 or 195.2 as amended or replaced from time to time) pursuant to the Agreement, then Buyer warrants that all hazardous materials will be prepared for shipment, loaded, shipped and unloaded in compliance with all applicable Laws regarding the handling and transportation of hazardous materials. To the fullest extent permitted by law, Buyer will indemnify, defend and hold the indemnitees harmless from and against all Claims of whatsoever nature arising out of or relating to Buyer's failure to comply therewith.

(e) If a release of Product occurs after Product has been delivered by JCU, Buyer will make all release notifications and reports that are required by Laws. Further, as between JCU and Buyer, Buyer will be responsible for, and will promptly clean up, all such releases pursuant to applicable Laws.

(f) For all deliveries under the Agreement, Buyer is solely responsible for offloading or unloading all Product. To the extent Buyer fails to offload or unload the entire quantity of Product from the transport or container utilized for shipment, Buyer and not JCU remains responsible for the entire quantity of Product including any quantity not offloaded or unloaded, and JCU is not responsible for any resulting damage to such Product.

6. COMPLIANCE WITH LAW

(a) The parties shall comply with all applicable laws, treaties, conventions, directives, statutes, ordinances, rules, regulations, orders, writs, judgments, injunctions or decrees of any governmental authority having jurisdiction ("Laws") pertaining to the fulfillment of the Agreement.

(b) Buyer will be responsible for compliance with all Laws applicable to Product once the Product has been delivered by JCU in accordance with this Agreement, including those related to operations, safety, maintenance, equipment, size and capacity and pollution prevention. In connection with this Agreement, each Party agrees it will not pay, promise to pay or authorize the payment of any money or anything of value (including any gifts or entertainment), directly or indirectly to any officer, employee or representative of any governmental authority, agency, instrumentality for the purpose of attempting to influence such Government Official or to obtain an improper advantage.

(c) If any license or consent of any government or other authority is required for the acquisition, carriage or Use of Product by Buyer, Buyer will obtain the same at its expense, and if necessary, provide evidence of the same to JCU on request. Failure to do so will entitle JCU to withhold or delay shipment, but failure to do so will not entitle Buyer to withhold or delay payment of the price therefor. Any expenses or charges incurred by JCU resulting from such failure will be paid for by Buyer within ten (10) days of receipt of JCU's written request.

(d) Except as permitted under U.S. Laws, Product will not be sold, supplied or delivered by the Buyer directly or indirectly to any party or destination that, at the time of such sale, supply or delivery, is declared an embargoed/restricted party or destination by the government of the United States of America or by the United Nations. Within two (2) days after JCU's request, Buyer will provide JCU with appropriate documentation to verify the final destination of any Product delivered or to be delivered hereunder.

7. UNLOADING

Buyer will unload and release all transportation equipment promptly so that no demurrage or other expense or loss resulting from delay shall be incurred and will comply with all instructions, if any, that JCU may give for return of such equipment. Buyer shall assume all other liability regards to unloading.

8. CLAIMS

Buyer shall, at its sole cost and expense, inspect Product delivered hereunder immediately after receipt. Within ten (10) days of Buyer's receipt of Product and before the use, disposition, processing, admixture, reaction or other change from the original condition of any part of the Product (except for reasonable test and inspection quantities), Buyer shall notify JCU in writing if Product is found defective or short in any respect. Any

Use of any of Product (except for reasonable tests and inspection quantities) or Buyer's failure to give written notice to JCU of such defect or shortage within such ten (10) day period shall constitute an unqualified acceptance of the Product and a waiver by Buyer of all claims with respect thereto.

9. PAYMENT TERMS AND CREDIT

(a) Buyer shall pay all invoices, without deduction, in US currency via wire transfer or corporate check of immediately available funds into a U.S. bank account designated by JCU. If the Agreement does not state payment terms, payment shall be received by JCU no later than thirty (30) days from the date of JCU's invoice. Delay in payment will result in Buyer being responsible for interest at a rate of one and a half percent (1½%) per month compounded monthly (19.6% per annum), or the maximum rate allowed by Law, whichever is less, on the outstanding amount of any unpaid invoice beginning on the day after the payment due date. If the payment due date is a Saturday, Sunday or holiday where banks located in the State of Michigan are authorized or required to be closed, Buyer shall make such payment on the business day after such due date.

(b) JCU makes no assurance or guarantee regarding any amount of credit or the continuation of such credit to Buyer. If JCU, in its sole discretion, provides Buyer with a line of credit to facilitate purchases of Product from JCU under the Agreement, such credit line may be amended, decreased or terminated at any time at JCU's sole discretion.

(c) If any such credit is provided to Buyer, or Performance Assurance is required by JCU of Buyer, Buyer will provide to JCU any or all annual reports containing Buyer's and/or the Buyer's Performance Assurance provider's audited consolidated financial statements for a particular fiscal year. In all cases, the statements shall be for the most recent accounting period and prepared in accordance with generally accepted accounting principles.

(d) Notwithstanding the foregoing, if JCU determines, in its sole discretion, that the creditworthiness or future performance of Buyer is impaired or unsatisfactory, JCU may (i) suspend deliveries of Product, (ii) require prepayment by wire transfer of immediately available funds at least three (3) days prior to a scheduled shipment of Product, and/or (iii) require Performance Assurance at least three (3) days prior to a scheduled Product shipment. Buyer hereby waives written notice of any such action. "Performance Assurance" means collateral in the form of either cash, letter(s) of credit, guaranty, or other security acceptable to JCU in its sole discretion.

(e) JCU reserves the right, at any time, to set-off against any amount that JCU owes to Buyer under the Agreement or any other agreement between such parties. "Set-off" means set-off, offset, combination of accounts, netting of dollar amounts of monetary obligations, right of retention or withholding or similar right to which JCU is entitled (whether arising under the Agreement, another agreement, applicable Law, or otherwise) that is exercised by JCU.

10. LIMITED WARRANTY

(a) JCU warrants only, at the time of delivery and for the shelf life of the Product described on the label of each of the Product or otherwise designated by JCU at the time of delivery (provided that during such period the Product packaging is undamaged and the Product is stored in accordance with the specifications and related requirements set forth in applicable Product Specifications), that: (a) Products supplied by JCU to Buyer shall conform to JCU's then current specifications for the specific Product sold hereunder; and (b) JCU will deliver good title to the Product free of liens or encumbrances.

(b) EXCEPT AS SET FORTH IN THIS SECTION, JCU SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHETHER ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS OF THE PRODUCT FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, CONDITION OR QUALITY OF THE PRODUCT, AND/OR ANY TRADE USAGE OR DEALING. ANY DETERMINATION OF THE SUITABILITY OF THE PRODUCT FOR THE USE CONTEMPLATED BY BUYER IS BUYER'S SOLE RESPONSIBILITY.

(c) JCU's warranties are conditioned upon (i) storage, maintenance and normal use in conformity with instructions furnished by JCU from time to time, if any; and (ii) the Products not having been subjected to misuse, neglect, or accident, or to alteration, improper storage or handling or use, repair or improper testing in any respect which, in the judgment of JCU, adversely affects the condition or operation of the Products.

(d) All descriptions, shipping specifications and illustrations of the Products in catalogues, brochures and price lists otherwise provided by JCU and not expressly and specifically incorporated in applicable specifications ("Specifications") for the Product as designated in writing by JCU in an applicable Warranty Agreement, quotation, Exhibit or similar transaction-specific documentation, were and are for general guidance only, and JCU is not responsible for any errors or omissions therein or for any loss or damage resulting from reliance thereon. JCU does not warrant that it or the Products are in compliance with any industry standards, guidelines, or procedures, or with the requirements of any safety or environmental code or regulation of any federal, state, municipality or other jurisdiction unless otherwise specifically provided in the applicable Specifications.

(e) Buyer affirms that it has not relied upon JCU's skill or judgment to select or furnish Products for any particular purpose beyond the specific express warranties in this Agreement. Buyer acknowledges, represents, and warrants that it has all necessary expertise and knowledge in the intended use of Product sold hereunder, including with respect to product or material made therefrom, assumes all risk and liability for results obtained by the use of Product, whether the Product is used singly or in combination with other substances or in any process.

(f) In the event Buyer identifies what Buyer believes to be a product defect, Buyer and JCU shall follow the process set forth in an applicable Warranty Agreement or as otherwise specified by JCU in writing.

11. MEDICAL / PHARMACEUTICAL / COSMETICS / FOOD APPLICATION POLICY

(a) JCU will not knowingly sell or sample any Products into any commercial or developmental application which is intended for MEDICAL/ PHARMACEUTICAL / COSMETICS AND/OR FOOD APPLICATIONS, including without limitation: (a) use in contact with internal body fluids or internal body tissues; (b) use in cardiac prosthetic devices regardless of the length of time involved (cardiac prosthetic devices include, but are not limited to, pacemaker leads and devices, artificial hearts, heart valves, intra-aortic balloons and control systems and ventricular bypass assisted devices); (c) use as a critical component in medical devices that support or sustain human life; (d) use specifically by pregnant women or in applications designed specifically to promote or interfere with human reproduction; (e) use in packaging in direct contact with medicine or in instruments or containers in direct contact with fluid injected in human body, or with drugs, food, cosmetics or other materials that taken into, ingested or applied to the human body.

(b) *JCU does not endorse or claim suitability of JCU's Products for MEDICAL / PHARMACEUTICAL / COSMETICS AND/OR FOOD APPLICATIONS as described above. It is the responsibility of Buyer (including without limitation any medical device manufacturer or pharmaceutical or cosmetics manufacturer) to determine that JCU's Product is safe, lawful and technically suitable for an intended use. JCU MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, SUITABILITY OR FITNESS, FOR ANY JCU PRODUCT FOR USE IN ANY for MEDICAL / PHARMACEUTICAL / COSMETICS AND/OR FOOD APPLICATIONS.*

12. LIMITATION OF LIABILITY AND LIMITED REMEDIES; INDEMNIFICATION

(a) NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, AND TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL JCU BE RESPONSIBLE OR LIABLE TO BUYER FOR ANY LOSS OF USE, REVENUE OR ANTICIPATED PROFITS, OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST EARNINGS, LOST PROFITS OR BUSINESS INTERRUPTION), WHETHER OR NOT BASED UPON ALLEGED BREACH OF WARRANTY OR ANY OTHER OBLIGATIONS OF JCU UNDER THESE TERMS AND CONDITIONS OR ANY WARRANTY AGREEMENT OR PURCHASE ORDERS OR RELATED DOCUMENTS, OR BASED UPON JCU'S NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY, IN TORT OR ANY OTHER CAUSE OF ACTION.

(b) JCU'S AGGREGATE LIABILITY FOR ANY DAMAGES OR CLAIMS ARISING OUT OF OR RELATING TO ANY PRODUCTS HEREUNDER SHALL IN NO

EVENT EXCEED THE AMOUNT BUYER PAID FOR THE PRODUCT(S) GIVING RISE TO THE CLAIM OR DAMAGES. Buyer waives any causes of action or theories of liability including, but not limited to, those arising under contract, tort, strict liability, product liability, statutes, or otherwise, except as specifically provided by the UCC as modified and limited herein. The replacement or repair of Products by JCU does not give rise to any new warranty except the warranty period provided for herein for the Products being repaired or replaced shall be extended by the length of any period required for such repair or replacement.

(c) Buyer's exclusive remedy against JCU for any cause of action under the Agreement, including without limitation for failure to deliver or delivery of non-conforming Product, is, at JCU's option limited to (a) replacement of the non-conforming Product; or (b) refund to Buyer of the portion of the purchase price paid by Buyer and attributable to such non-conforming or undelivered Product.

(d) IN ANY EVENT, BUYER ACKNOWLEDGES AND AGREES THAT THE RETURN OF THE FULL SALES PRICE FOR THAT PRODUCT SOLD WHICH WAS THE CAUSE OF THE ALLEGED LOSS, DAMAGE OR INJURY WILL PREVENT THE FOREGOING REMEDIES FROM FAILING OF THEIR ESSENTIAL PURPOSE, AND THAT SUCH REMEDY IS FAIR AND ADEQUATE.

(e) To the extent permitted by law, Buyer shall indemnify, defend and hold harmless JCU, and JCU's parent, subsidiary and affiliate companies, and their respective shareholders, officers, directors, employees, representatives and agents, from and against any and all third-party claims, damages, and expenses (including reasonable attorney fees) under theories of tort, product liability, negligence (ordinary or gross), warranty, contract, statute or otherwise arising out of the use, storage, sale, processing or other disposition of the Products, supplies or materials used in connection with the Products, or parts manufactured with the Products (including without limitation claims for patent infringement arising from Buyer's use of Product provided hereunder, whether used singly or in combination with other product or material, or in the operation of any process), (a) if the action or inaction of the Buyer or its employees, customers or agents, or the Buyer's design specifications, were a material or proximate cause of injuries or damages giving rise to claims against JCU or any other indemnified parties hereunder, and/or (b) if the claim asserted is inconsistent with the limitation of warranties, limitation of liability and/or limitation of remedies applicable to the supply of Products by JCU to Buyer.

13. DEFAULT

(a) Upon the occurrence of any of the following events (each an event of "Default" and the Party committing such Default, the "Defaulting Party" and the party claiming the Default, the "Non-Defaulting Party"): (i) the failure by Buyer to provide Performance Assurance when due; (ii) JCU shall not have received a payment due from Buyer hereunder by the date such payment is due under the Agreement, and such failure shall remain uncured for a period of two (2) days; (iii) the failure of a Party to perform any other

obligation in the Agreement and such failure is not excused or cured within ten (10) days after written notice thereof; (iv) the occurrence of a Bankruptcy Event; (v) the failure of Buyer to timely provide prepayment or Performance Assurance as set forth in Section-ix above; or (vi) the failure by any Performance Assurance provider of Buyer to perform any obligation of such Performance Assurance provider under any document executed and delivered in connection herewith, then the Non-Defaulting Party, in its sole discretion and without prior notice to Defaulting Party, may do any one or more of the following: (a) suspend performance under the Agreement or any other agreement between Buyer and JCU; and/or (b) cancel the Agreement or any other agreement between Buyer and JCU, whereby any and all obligations of the Defaulting Party, including payments or deliveries due, will, at the option of the Non-Defaulting Party, become immediately due and payable or deliverable, as applicable.

(b) If JCU suspends performance and withholds Product delivery as permitted above, JCU may sell the Product to a third party and deduct from the proceeds of such sale the purchase price and all reasonable costs resulting from Buyer's default as identified above, including, without limitation, all costs associated with the transportation (including, without limitation, demurrage and other vessel or shipping related charges), storage, and sale of the Product. The foregoing rights, which shall include, but not be limited to, specific performance, shall be cumulative and alternative and in addition to any other rights or remedies to which the Non-Defaulting Party may be entitled at Law or in equity. In addition, Non-Defaulting Party shall be entitled to recover from the Defaulting Party all court costs, attorneys' fees and expenses incurred by the Non-Defaulting Party in connection with the Defaulting Party's default, and interest on past due amounts at the rate specified in Section-ix hereof. "Bankruptcy Event" means the occurrence of any of the following events with respect to a Party or any Performance Assurance provider for Buyer: (i) filing of a petition or otherwise commencing, authorizing or acquiescing in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar Law; (ii) making of an assignment or any general arrangement for the benefit of creditors; (iii) having a bankruptcy petition filed against it and such petition is not withdrawn or dismissed within thirty (30) days after such filing; (iv) otherwise becoming bankrupt or insolvent (however evidenced); (v) having a liquidator, administrator, custodian, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets; or (vi) being generally unable to pay its debts as they fall due.

14. PATENT INFRINGEMENT ARISING FROM PRODUCT USE

Buyer expressly assumes the risk of and shall, to the fullest extent permitted by Law, to indemnify, defend, and hold the Indemnitees harmless from and against any and all Claims for patent infringement by reason of Buyer Use (including without limitation any sale, offer for sale, use or import/export) of Product provided hereunder, whether used singly or in combination with other product or material, or in the operation of any process.

15. FORCE MAJEURE

The parties will be excused from their respective performances hereunder (except Buyer's payment obligations) if performance is prevented or delayed by any acts of God, fire, explosion, flood, unusually severe or abnormal weather, riots or other civil disturbances, wars, acts of terrorism, actions of governments, voluntary or involuntary compliance with any Law or request of any governmental authority, strikes, lockouts or other labor difficulties, failure of usual sources of raw materials or other sources of supply, failure of computer systems to operate properly, destruction or loss of electronic records or data, failure of mechanical or chemical function or equipment normally used by JCU for manufacturing, handling or delivering of Product, or internally produced intermediates used in manufacture of any of the Product, plant shutdowns, any necessity to not operate, or to reduce operation of, equipment in order to protect the safety of people or to protect the environment, or any circumstances beyond the reasonable control of the party seeking excuse from performance ("*force majeure*"). Promptly after a party determines a *force majeure* condition exists, that party will notify the other of the circumstances and consequences claimed and will use reasonable means to remove the cause(s) in question. Neither party will be obligated to settle any demands of, or disputes with, laborers; nor will Buyer be excused from paying monies due or complying with JCU's credit terms. JCU shall not be required to acquire Product to replenish any shortfall in Product arising as a result of a *force majeure*. Should JCU acquire any quantity of Product following a *force majeure*, JCU may use or distribute, without apportioning, such Product at its sole discretion. Notwithstanding the aforementioned, any quantity of Product JCU acquires and distributes to any non-affiliated customers shall be equitably apportioned to all of JCU's non-affiliated customers. Under no circumstances will JCU be obligated to obtain Product for delivery hereunder except from its designated source(s) of supply, or if none is so designated by JCU, from its usual, customary and/or most recent source(s) of supply.

16. APPLICABLE LAW, JURISDICTION AND VENUE

The sale of Products and related matters to which these terms and conditions apply shall be governed, construed and enforced under the law of the State of Michigan including the uniform commercial code as then in force, without regard to the State of Michigan's conflict of law rules and except as provided herein. The U.N. Convention on the International Sale of Goods shall not apply. Any services to be provided hereunder shall be considered ancillary to a sale of Products and the UCC shall apply to thereto, and the defined term "Products" hereunder shall deemed to include any such services ancillary to the sale or potential sale of Products.

17. AMENDMENT OR MODIFICATION

(a) This Agreement is the complete and exclusive statement of the agreement of the parties with respect to the matters addressed herein and supersedes any and all previous quotations and/or agreements as to such matters in relation to Products supplied or to be supplied to Buyer by JCU. JCU is willing to consider negotiating written changes to the Agreement, including these Terms, but reserves the right to make an adjustment in the price of the Products.

(b) No amendments, modifications, supplements, limitations, waivers or discharges of this Agreement or any of its terms shall bind JCU unless in writing and signed by the President or Vice President of JCU (herein, each an "Authorized Representative" of JCU), making express reference to amending the Agreement. No agent, employee, or representative of JCU has any authority to sign and bind JCU with respect to any of the foregoing (including without limitation any representation or warranty concerning Products not contained in the Agreement), except an Authorized Representative of JCU.

(c) Orders submitted in any Buyer's purchase order or other writing (whether or not it contains terms or conditions modifying, adding to, repugnant to, or inconsistent with the terms and conditions of the Agreement), may be accepted, approved, or filled by JCU, but any resulting contract and the liabilities or obligations of JCU with respect to matters covered by this Agreement shall be determined solely by this Agreement, and (unless JCU otherwise advises Buyer in writing signed by an Authorized Representative of JCU) notice is hereby given that JCU objects to any such terms or conditions in Buyer's Purchase Order or other writing. JCU shall not be deemed to have in any way enlarged or modified its liabilities or obligations under this Agreement by filling such purchase orders or by failing to further object to Buyer's terms or conditions.

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