

**1. Scope**

1.1 The supply of LEONI products ("Goods") to the customer ("Buyer") identified on the LEONI quote ("Quote") is expressly conditioned upon Buyer's acceptance of these LEONI General Terms and Conditions of Sale ("Terms"). These Terms shall apply to all contracts, declarations of contracts, goods and services of LEONI Wire, Inc. (hereinafter "LEONI") unless otherwise expressly agreed. These Terms shall apply also to all future provision of goods, services or offers made by LEONI, even if no separate further agreement has been entered into in respect thereof. These Terms supersede all prior or contemporaneous proposals, agreements, and other communications, written or oral, relating to the subject matter hereof.

1.2 Any general terms and conditions of the Buyer shall not apply even where LEONI has not separately objected to them in any individual case. Even if LEONI refers to any letter or writing containing or referring to the general terms and conditions of the Buyer, or any third party, this shall not constitute consent to the application of such general terms and conditions to the business of the parties. The same shall apply correspondingly in relation to any acknowledgments, deliveries or payments.

**2. Definitions**

2.1 Some of the terms used related to the copper business in contractual documents of LEONI are not used consistently in the industry. LEONI, however, endeavors to use terminology consistently in the interests of transparent business relationships and customer communication. In order to avoid difficulties in their interpretation, we refer to the following definitions of the terms. These definitions form part of the contract. If the terms defined below are used in contractual documents, they have the meaning given below:

2.1.1. Camden: The price of copper published by the International Wire Group (IWG), which is based on the COMEX listing and includes the expected copper price movements for the next two weeks. It is published every two weeks by the IWG at [www.iwg-copper.com](http://www.iwg-copper.com).

2.1.2. COMEX: Price for copper in USD on the New York Mercantile Exchange, COMEX Division (Commodity Exchange Inc.), which has licensed warehouses for gold, silver and copper.

2.1.3. DEL: Deutsche-Elektrolyt-Kupfer-Notierung für Leitmaterial (German Electrolyte Copper for Conducting Purposes) – current price for copper in EUR, which is calculated and released by a trust agency set up by DEL-Notiz e.V. on a daily basis based on the average of various listings.

2.1.4. Effective cross section: The effective cross section is the actual geometric cross section of a conductor (where applicable, inside a cable). Small tolerances are possible due to production processes.

2.1.5. Total price: For copper cables, the total price is generally made up of the adder price and the final sales price for the copper product.

2.1.6. GIRM: The GIRM (Groupement d'Importation et de Répartition des Métaux) publishes a copper value based on the LME. It can be accessed at [www.kme.com/fr](http://www.kme.com/fr). The listing is mainly used in France.

2.1.7. Adder price: The adder price gives the price for the conductor or cable without the metal content, which is calculated separately.

2.1.8. Copper base/copper base price: The copper base price is a standard value agreed with the Buyer (e.g. EUR 150/100 kg). Stating the copper base price (e.g. EUR 150/100 kg) is intended to make it easier to compare quotations. On the basis of a hypothetical copper listing of, for example, EUR 150/100 kg, a total price is calculated, which can be compared to other quotations that are calculated based on a different or the same hypothetical copper listing. The actual price to be paid may deviate significantly upwards or downwards depending on the actual copper listing as a considerable copper surcharge may have to be paid in some cases. It is therefore not possible to ascertain the actual invoice amount or a ballpark indication of its amount from this price.

2.1.9. (Copper) premium/fabrication charge/fabrication adder: The term describes the costs incurred when transforming the raw copper ore into a usable form, i.e. up into continuous cast wire rod.

2.1.10. Final sales price for the copper product: The final sales price for the copper product is calculated based on the agreement with the Buyer. Calculation factors are normally the delivery quantity, the type of cable, the copper sales factor and a copper price model (e.g. low DEL average for the month prior to delivery plus 1% procurement costs).

2.1.11. Copper price model: The copper price model is a copper invoicing model agreed with the Buyer which determines which amount, taking various factors into consideration, such as a certain listing over a certain period, is to be used as an invoicing value for the copper component when invoicing the Buyer. Example: 3-month DEL average plus 1% procurement costs.

2.1.12. Copper sales factor: The copper sales factor is a purely commercial calculation factor that is used to calculate the total price of a cable. Although customarily expressed in the business in kg/km, the copper sales factor does not indicate the quantity or weight of the actual copper contained in the cable. It is a purely arithmetic calculation factor that does not give any direct indication of the quantity of copper used in the cable.

2.1.13. Copper surcharge: The copper surcharge is calculated based on the difference between the copper price model agreed with the Buyer and the copper base

price agreed with the Buyer, which is multiplied by the copper sales factor. The following formula is used to calculate the copper surcharge:

$$\text{Copper surcharge [$/km]} = \frac{\text{Copper sales factor [kg/km]} \times \text{Multiplied by } (\text{agreed copper price model [$/100 kg]} - \text{copper base price [$/100 kg]})}{\text{Divided by 100}}$$

2.1.14. LEONI (as an exchange key): Continually updated LEONI prices for various copper alloys, which are made up of at least two elements. The respective formula is based on the chemical composition of the respective alloy.

2.1.15. LME: Exchange price on the London Metal Exchange for copper in USD. The LME listing is also the basis for determining the DEL listing in EUR.

2.1.16. LME1: Exchange price on the London Metal Exchange, one of the world's largest metal trading centers. The exchange determines global reference and cash settlement prices for metals on a daily basis. The copper premiums, which are determined annually by the trust agency DEL-Notiz e.V. and which are intended to cover the production stages up to the manufacture of the cathode, are included in this price, in contrast to the LME.

2.1.17. MK: The "metal listing for copper" (German: Metallnotierung Kupfer) refers to the metal base price calculated by the largest European manufacturer of semi-finished copper products. The MK price is based on the LME listing plus additional price components and is accessible at [www.westmetall.com](http://www.westmetall.com).

2.1.18. Nominal cross section: Nominal cross section is the cross section specified in certain documents. This does not always correspond to the actual cable cross section, but it is a good basis for standardization and calculations. The electrically effective cable cross section for metal cables is determined by measuring the electrical resistance (generally the DC resistance) and, due to the different constructions of the individual types of cable and additional processing effects, does not categorically correspond to the geometric cable cross section, which would be derived from the nominal cross section and the standard values for specific resistances. It is therefore a nominal value that indicates certain operational characteristics and possible uses. This is to be expressly indicated when using the term.

2.1.19. Nominal: The use of the term "nominal" with reference to a number indicates that it refers to an abstract indicator. The specific number indicated may differ from the actual number; however, a number given as "nominal" indicates an approximate value that is generally present based on the standards and experience.

2.1.20. SHME: The Shanghai Metal Exchange (SHME), a state futures exchange in China, is a non-profit, self-regulating corporation. The exchange was created for trading in non-ferrous metals including copper, aluminum, lead, zinc, tin and nickel. The listing is normally used in China.

2.1.21. WME/Westmetall: Westmetall GmbH & Co. KG is an internationally oriented trading company for non-ferrous metals. Its core business is trading the commodity metals copper, tin, nickel and lead as well as copper alloys. Daily prices for these metals are published online at [www.westmetall.com](http://www.westmetall.com). LEONI uses these mainly for alloys.

**3. Contract Offer and Acceptance**

Each LEONI Quote, together with these Terms, is an offer by LEONI and an agreement for Buyer to purchase those Goods and quantities set forth on the LEONI Quote, notwithstanding standard Buyer purchase order ("PO") terms, or any other terms, characterizing the PO as an offer. A PO issued in response to a LEONI Quote shall constitute only acceptance by Buyer to purchase the selected Goods and quantities set forth on the face of the PO from LEONI under these Terms. All other PO terms, including standard PO terms of purchase set forth or referenced on the face of the PO, or attached thereto, are hereby rejected by LEONI, unless Buyer's proffered terms are expressly agreed to in a writing signed by LEONI's President. LEONI's commencement of work on Goods supply shall not be deemed acceptance of any Buyer PO terms, notwithstanding Buyer PO terms, any references therein or attachments thereto, asserting to the contrary.

**4. Goods Forecasts and Releases**

Buyer authorizes LEONI to purchase unique and long lead time materials and components to enable the timely fulfillment of Goods orders set forth in Buyer POs and/or corresponding releases and forecasts, and Buyer acknowledges and agrees it will be responsible for such purchased materials and components, notwithstanding a purported Goods order cancellation. LEONI's required minimum Goods order lead time is thirty days. Buyer forecasts of Goods needs (in the absence of releases) within thirty days of delivery are deemed Goods order releases by LEONI binding upon Buyer. Notwithstanding Goods quantities set forth in a Buyer PO, release, or forecast, LEONI shall have no commitment to supply products in excess of those quantities set forth in the LEONI Quote. Consignment and Stocking agreements have a 90 day minimum notice of cancellation.

**5. Events of Force Majeure**

"Force Majeure" shall mean any delay or failure of LEONI or Buyer to perform its obligations under these Terms or a Goods order due to causes beyond its reasonable control, which shall include, without limitation: (a) acts of god, strike, civil commotion, and any other comparable unforeseeable, unavoidable event

and (b) any governmental action or omission, whether foreseen or unforeseen, including the imposition of foreign currency restrictions, anti-dumping or countervailing duties, countrywide trade sanctions and embargoes, and/or company-specific trade denials; without limiting the generality of the foregoing, a delay in delivering, or a failure to deliver, Goods to Buyer that is caused by a third-party shall be an event of Force Majeure; however, a lack of need or a program cancellation of Buyer's customer shall not be an event of Force Majeure. Neither party shall be in default of its contract obligations and the parties may suspend further performance hereunder for an event of Force Majeure, provided the party invoking Force Majeure furnishes the other party with prompt written notice of the same upon its first discovery. Either party may cancel a Goods order for suspensions of performance under Force Majeure that last longer than thirty days.

#### 6. Goods Delivery and Acceptance

Provided that: (a) Buyer provides LEONI with technical data and other documentation necessary for LEONI to fulfill Goods order supply and (b) no event of Force Majeure exists, LEONI will use commercially reasonable efforts to meet Buyer's reasonable delivery requirements contained in a Buyer PO, release, or forecast, accepted by LEONI. Unless otherwise specified in the LEONI Quote: (a) Goods delivery terms will be FCA (INCOTERMS 2020) LEONI's facility, (b) Goods risk of loss shall transfer to Buyer upon surrender of the Goods to the carrier at LEONI's dock, (c) Buyer shall be responsible for all costs of packaging, handling, freight, shipping, insurance, customs clearance, duties and other fees for Goods transportation, export, and import to Buyer. LEONI shall not be responsible for late Goods delivery by the carrier. LEONI reserves the right to place in storage for Buyer's account and at its expense those Goods not timely claimed for delivery by the carrier in accordance with the terms hereof. Goods shall be deemed accepted by Buyer five days after Buyer's receipt thereof unless Buyer delivers to LEONI a written notice of nonconformity to the Goods originally set forth in the PO, except in the case of latent Goods defects where Buyer will have thirty days to do the same. Buyer shall have no right to return any Goods without LEONI's prior express written authorization. Buyer will be responsible for all costs and expenses associated with any returns of Goods or and will bear the risk of loss or damage of such Goods or, unless LEONI otherwise agrees in writing or determines that Goods do not conform to these Terms. No Goods may be returned to LEONI unless it has issued to Buyer a written returned materials authorization ("RMA") for such Goods. LEONI, in its sole discretion, may reject any return of Goods or not approved by LEONI in accordance with this Section 6. For shipments to EU member states, Buyer is obligated to provide LEONI with its VAT ID number upon placing the Goods order. Should Buyer fail to do so, or disclose an incorrect number, LEONI shall be entitled to claim damages from Buyer resulting therefrom. LEONI shall be entitled to make partial deliveries of Goods to the extent this is reasonable for the Buyer. Deliveries of excess quantities or short quantities customary within the business sector, up to 10 % of the contract volume, shall not constitute a defect or deficiency and the Buyer shall accept these. Billing shall be in line with the quantities actually delivered.

#### 7. Empties

Empties, in particular transportation equipment such as coils, drums, kegs etc. ("Empties") shall be invoiced separately and Buyer shall pay for them at the same time as it pays for Goods delivered. Upon full payment, legal title to the Empties shall pass to Buyer. Buyer shall have the right to return Empties that are in a proper, clean and reusable condition, to LEONI at Buyer's own cost and risk within 180 days after delivery. In such case, Buyer shall receive a refund of the full purchase price of the Empties.

#### 8. Prices and Payment

Goods prices ("Prices") are based on the quantities set forth in the LEONI Quote or otherwise in a PO accepted by LEONI, as applicable. Consistent with Section 6 hereof, Prices do not include any additional fees and charges, including, for example, duties, licenses, tariffs, and all federal, state, foreign, municipal or government tax, assessment, charge, and cost ("Additional Fees"). 120 days after the Goods order placement date, LEONI may surcharge Buyer for added costs of constituent Goods materials and components that: (a) have increased more than 5% since the PO date and (b) are substantiated by supporting documentation, including those caused by: (i) increases in raw material or shipping costs, (ii) changes in tariff rates and import duties, and (iii) currency exchange rate fluctuations. Buyer may be responsible for tooling costs which would be invoiced separately without Buyer acquiring any title in or right to any LEONI tooling. All Prices refer to US dollars. Payment in full for Goods and any other charges, costs or fees owing to LEONI shall be due net 30 days from the date of invoice unless otherwise agreed in LEONI's quotation. LEONI shall have the right to assess a late payment charge of 1.5% per month until paid in full on any payment not made by the due date. All costs of collection, including attorneys' fees, shall be paid by Buyer. If Buyer fails to make payment by the due date, or fails to comply with any provision hereof, LEONI may, at its option (and in addition to other remedies), suspend release of Goods for shipment or cancel any unshipped portion of Buyer's Goods order, and Buyer shall remain liable for all unpaid amounts owed to LEONI. Buyer shall have no right to set-off.

#### 9. Adequate Assurances

When grounds for LEONI's insecurity arises with respect to Buyer's financial stability or creditworthiness or Buyer's continuing payment for Goods orders,

LEONI reserves the right to (a) change the payment terms herein (including, without limitation, requiring advance payment or cash-on-delivery), (b) require accounts receivable insurance, (c) require satisfactory security or a third-party guarantee that LEONI invoices will be paid when due, (d) charge additional interest or late fees, (e) defer or discontinue deliveries, (f) exercise its right of reclamation in accordance with Section 10 below, and/or (g) terminate any or all POs or agreements and LEONI may otherwise demand from Buyer adequate written assurance of due performance of Buyer's payment obligations, and until LEONI receives such adequate assurance, LEONI may suspend further work on Goods orders or releases of Goods until outstanding payment is made (including payment upon delivery) and other adequate assurance is given.

#### 10. Right of Reclamation

In addition to its right of adequate assurances under Section 9 above, LEONI may, at any time it believes in its sole discretion that Buyer is insolvent, demand and immediately receive the return of any Goods LEONI provided or is obligated to provide Buyer and cease any further delivery of Goods to Buyer whether or not such Goods were sold, commingled, or capable of being identified, traced, or matched to any particular invoice, PO, or similar document. Buyer shall return Goods within seven days of its receipt of such demand. LEONI and Buyer acknowledge and agree that this contractual right of reclamation is independent of and in addition to any statutory or common-law right of reclamation and is not subject to or conditioned thereupon. In the event of a bankruptcy proceeding, Buyer recognizes, acknowledges, and agrees that LEONI shall be entitled, without challenge, defense, offset, or counterclaim, to the immediate payment in cash of the amounts subject to such reclamation demand or the immediate return of such Goods, at LEONI's sole option and in its sole discretion.

#### 11. Security Interest in Goods

Buyer grants LEONI a first lien on, and security interest in, the Goods and all replacements and proceeds thereof, all additions and accessions thereto, and all insurance proceeds with respect thereto (collectively, the "Collateral"). Buyer and LEONI each acknowledge and agree that Buyer obligation has been incurred as all or part of the purchase price of the Collateral and that the security interest of LEONI shall constitute a purchase money security interest. It is intended that this provision shall constitute a security agreement under the Uniform Commercial Code (the "Code") and LEONI shall be entitled to all rights and protections afforded to a secured party under the Code. Buyer grants to LEONI a power of attorney with full power of substitution on behalf of Buyer to execute, file or record (or re-execute, re-file or re-record) UCC-1 financing statements or other statements, filings, instruments, assurances or other documents as may be deemed by LEONI to be appropriate to perfect LEONI's purchase money security interest in the Goods, and agrees to do any and all other acts necessary or appropriate to perfect and maintain such purchase money security interest.

#### 12. LEONI Order Cancellation

LEONI reserves the right to cancel any PO or terminate any agreement relating to the purchase of Goods (a) within 10 days after receipt thereof should Buyer fail to acquire, or be deemed ineligible to receive, credit insurance, or (b) on not less than thirty days written notice. Once LEONI has either accepted a PO or has begun taking actions with respect to such PO, such PO cannot be canceled, terminated or modified by Buyer in whole or in part except with LEONI's prior written consent. In the event of any cancellation under these Terms, Buyer agrees to forfeit any claim of non-performance against LEONI.

#### 13. Buyer Goods Order Cancellation; Reduction of Forecasts

All Buyer requests to cancel all or any part of a Goods order or any corresponding release and all reductions to forecasts ("Cancellation Request") shall be submitted in writing to LEONI; provided, however, Buyer may not cancel any part of a Goods order or corresponding release scheduled to be shipped by LEONI within thirty days following the date the Cancellation Request is received by LEONI. In the event Buyer cancels all or any part of a Goods order or corresponding release or reduces a forecast, Buyer shall be responsible for and agrees to pay LEONI for all costs, fees and expenses incurred by LEONI arising out of or relating to the cancelled Goods order or corresponding release or reduced forecast and for which LEONI is unable to reasonably mitigate using commercially reasonable efforts ("Unrecoverable Costs"). Unrecoverable Costs shall include (a) the cost of work-in-process Goods, finished Goods on-hand, (b) any components and raw materials (including long lead time items and unique components) produced or acquired by LEONI on Buyer's behalf in connection with the cancelled Goods order or corresponding release or reduced forecast, (c) restocking fees, line stoppage charges, sub-supplier cancellation charges, storage costs, and (d) unrecovered engineering or development costs, unrecovered launch costs, unrecovered component tooling costs, and unrecovered capital equipment costs.

#### 14. Limited Warranty

LEONI warrants that, for 12 months commencing on the date of Goods release to Buyer's carrier ("Warranty Period"), the Goods will function in substantial accordance with the Specifications (as defined below) when used in conformance with the Specifications ("Warranty"). "Specifications" means only LEONI's specifications for the Goods in question and excludes any specifications, drawings, designs, data or other requirements submitted or otherwise provided

- to LEONI by Buyer unless expressly set forth in the LEONI Quote or otherwise agreed to in a writing signed by LEONI's President and expressly made part of the Specifications. Notwithstanding anything to the contrary contained herein: (a) the Warranty will have no legal effect and will be void if the Goods deliverable is misused, damaged, modified, disassembled, placed in an unsuitable physical or operating environment, maintained, inspected, stored or otherwise handled improperly, or caused to fail by a component, item or other product not provided by Buyer (including due to system processing, design or installation), and (b) the Warranty does not include or cover defects in the Goods that result from or are attributable to (i) Buyer-supplied designs, test data, or diagnostics, or to lack of design margin or errors in Buyer's specifications or (ii) Buyer components or materials supplied from a third party source. In the event Buyer makes a claim to LEONI during the Warranty Period substantiating that specified Goods do not conform to the Warranty, LEONI's sole obligation shall be, at LEONI's sole discretion, to either (i) repair or replace nonconforming Goods or (ii) give Buyer a credit for use by Buyer in connection with future Goods equal to the actual purchase price paid by Buyer for nonconforming Goods. This Section 14 sets forth Buyer's sole and exclusive remedy with respect to Goods not conforming to the Warranty.
- 15. Disclaimer of Other Warranties**  
LEONI HEREBY DISCLAIMS ALL OTHER WARRANTIES RESPECTING THE GOODS DELIVERED HEREUNDER, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. LEONI DOES NOT WARRANT THAT THE PRODUCT FUNCTIONS WILL MEET BUYERS' REQUIREMENTS BEYOND THOSE SET FORTH IN THE SPECIFICATIONS.
- 16. Government Actions**  
Buyer will provide LEONI written notice of the occurrence of either of the following within 10 days following such occurrence: (a) Buyer receives a request for documentation or information from a U.S. or foreign governmental agency (a "Government Agency"), including an Information Request from the National Highway Traffic Safety Administration ("NHTSA") of the U.S. Department of Transportation, that may relate to the Goods (or Buyer learns that Buyer's customer LEONI has received such a request); or (b) Buyer submits documentation or information to a Government Agency, including a NHTSA Defect and Non-compliance Report pursuant to 49 C.F.R. 573, that may relate to Covered Goods (or Buyer learns that Buyer's customer has made such a submission). In addition, Buyer will provide LEONI with a copy of any and all of LEONI Confidential Business Information (as defined by 5 U.S.C. 552(b)(4)), that it intends to submit to a Government Agency by Buyer (or Buyer's customer to the extent Buyer is able to determine using commercially reasonable efforts), whether voluntarily or as compelled by such Government Agency, within 10 days prior to such submission to allow LEONI the opportunity to take reasonable measures to protect its trade secret and/or commercial proprietary interests in such information. Further, Buyer shall indicate, at the time of its request for quotation, if Goods requested therein is subject to DPAS (each, a "rated order"). (FAR 52.211-15, 15CFR700). LEONI reserves the right to reject such rated orders (15CFR700.13).
- 17. Limitation of Liability**  
In no event shall LEONI be liable to Buyer for any amount representing consequential, indirect, special, incidental, or punitive damages, including for loss of business or goodwill, loss of revenue, loss of profits, production stoppage, recalls, buyer service campaigns, voluntary or government mandated recalls, arising under or in connection with an order of Goods or services, or any PO, even if LEONI had been advised of the possibility of such damages. The total liability of LEONI for direct damages shall be limited to the price paid for the Goods that gave rise to the claim.
- 18. Confidentiality**  
For purposes of these Terms and Conditions, the "Confidential Information" means all information and materials which concern a party's business, including but not limited to all pricing information, specific Buyer and supplier requirements, internal business organization information, financial data, sale, and cost information, research and development, intellectual property, technologies, processes and methods, whether communicated orally, in writing or electronically. Each of LEONI and Buyer agrees that during the term of any contract and indefinitely thereafter, it shall not: (i) directly or indirectly sell, alienate, transfer, assign, disclose or divulge the Confidential Information to any person or entity without the other party's prior, written permission; and (ii) directly or indirectly use the Confidential Information or any information relating to the Confidential Information for the benefit of any individual, business, profession, partnership, corporation, joint venture, limited liability company or other endeavor including itself. Notwithstanding the foregoing, the provisions of this Section 18 shall not restrict or affect a parties' rights to use or disclose information: i) which is or may hereafter be in the public domain through no fault of that party; or ii) which that party can show, as reflected by its written documents, was known to it prior to the disclosure by the other party; or iii) which is disclosed to the party by a third party, with the legal right to disclose, subsequent to the other party's disclosure; or iv) which party can show, as reflected by its documents, was independently developed by that party without the use of the Confidential Information.
- 19. Intellectual Property Rights**  
Unless otherwise agreed in a writing signed by LEONI's President, LEONI shall own all rights, title and interest in and to the Goods technology and design. Should third-party intellectual property rights be violated by deliveries based on technical drawings or other data from Buyer, then Buyer shall defend, indemnify and hold harmless LEONI and its affiliates for all third-party intellectual property infringement claims made by third parties that arise out of or relate to any Specifications or other items provided by Buyer.
- 20. Replacement Goods**  
For a period of six months after Buyer's final purchase of Goods in serial production, LEONI agrees to reasonably meet Buyer's service requirements for replacement Goods, provided that (a) the Goods' tooling necessary is operational, (b) the Goods' components are reasonably available for purchase by LEONI, and (c) Buyer places an order for replacement Goods within such six-months' period.
- 21. Competing Goods**  
Provided that the Buyer does not have design and/or intellectual property rights in the Goods sold hereunder, Buyer acknowledges and agrees that an order for Goods shall not prevent LEONI or its affiliates from marketing, acquiring, manufacturing or developing materials, products, or services (including the Goods) that are similar to or competitive to those of Buyer.
- 22. Principles of the UN Global Compact**  
For LEONI, conducting business with integrity is of essential importance. This applies not only in the context of supply relationships but in all commercial activities. Accordingly, LEONI has issued a code of behavior (LEONI Code of Conduct) that indicates compliance with the law and conducting business with integrity. However, even independent of that code, it must be an express aim both of LEONI and of Buyer to act in line with the guidelines in the UN Initiative Global Compact (Davos, January 1999) and to observe those principles.
- 22.2** The following principles are of particular significance in this regard: respect for human dignity and human rights, the prohibition of child labour, the prohibition of compulsory labour, the prohibition of discrimination, respect for the right of free association and of the relevant national standards on compensation, working time and health and safety at the workplace, environmental protection and anti-corruption measures. Buyer hereby undertakes to accordingly see to it that the above-referenced principles are adhered to and implemented within its own organisation.
- 22.3** A serious breach or repeated breaches of the principles referenced herein by Buyer shall render the continuation of the supply relationship unreasonable to LEONI. In such case, LEONI shall be entitled to terminate a Contract without notice for good cause, both with respect to individual agreements and with respect to any master agreements with Buyer.
- 23. Governing Law**  
These Terms, together with all corresponding Goods orders, shall be governed by the internal laws of the Commonwealth of Massachusetts, without regard to its conflicts of laws principles, or the destination of any delivery of Goods. The United Nations Convention on the International Sale of Goods shall not apply.
- 24. Venue; Jurisdiction**  
Any litigation arising out of or related to these Terms or the supply of Goods hereunder shall be brought and maintained exclusively in Massachusetts. LEONI and Buyer hereby consent to submit to the personal jurisdiction of the Commonwealth and/or Federal courts located in Boston, Massachusetts for any dispute arising out of or relating to these Terms.
- 25. Assignment**  
Buyer may not assign the Quote, the Goods order, or these Terms to any Buyer affiliate or other third party in whole or in part without the prior written consent of LEONI.
- 26. Severability**  
Any provision of these Terms determined by a court of competent jurisdiction to be invalid shall not invalidate the remaining provisions of these Terms, and such court shall enforce such other provisions of these Terms as written.
- 27. Performance of Services by LEONI**  
These Terms shall apply mutatis mutandis, to the provision by LEONI of Services in addition to or in lieu of the Goods. It is the responsibility of Buyer to ensure that all documents needed for the performance and completion of such Services are made available to LEONI on a timely basis without having to be specifically requested. LEONI requires that it is fully informed about previously performed and/or current services, including such in other fields, which may affect the Services. All materials provided for training Services are, shall be and shall remain the property of LEONI. Such materials may not be duplicated by Buyer and may only be used in conjunction with training Services. In the event of a cancellation by Buyer of a Service order for any reason, Buyer shall pay LEONI for: (a) all Services performed by LEONI through the date of Service order cancellation and (b) all Unrecoverable Costs incurred by LEONI in performance of the Services or in LEONI's preparation therefor.