

## **PPG INDUSTRIES, INC. GENERAL TERMS AND CONDITIONS OF PURCHASE (Rev. 5/7/2026)**

1. **ACCEPTANCE**. For purposes of these General Terms and Conditions of Purchase (these "***Terms and Conditions***"), "***Agreement***" shall mean the instrument of contracting, such as a purchase order or signed written agreement, into which these Terms and Conditions are incorporated. If this Agreement is construed as an offer, this offer expressly limits acceptance to the terms of this offer and notice of objection to any different or additional terms in any response to this offer is hereby given. If this Agreement is construed as an acceptance of an offer, this acceptance is expressly conditioned upon offeror consent to any different or additional terms contained in this Agreement. If this Agreement is construed as a confirmation of an existing contract, the parties agree that this confirmation states the exclusive terms of any contract between the parties. This Agreement will be deemed accepted by Seller by: (i) written confirmation by Seller; (ii) electronic acknowledgement (including an acknowledgement through Buyer's electronic procurement program); (iii) not being rejected by Seller, in writing, within ten (10) calendar days after receipt by Seller; or (iv) Seller undertaking to provide the goods ("***Goods***") or services ("***Services***"), as applicable, identified in this Agreement.

2. **PURCHASE AND DELIVERY OF GOODS AND SERVICES**. By its acceptance of this Agreement, Seller agrees to supply and deliver the Goods and/or perform the Services on the terms set forth in these Terms and Conditions.

3. **INVOICES/ PAYMENTS**. At no cost to Buyer, Seller's invoices shall be in such format and medium (including, without limitation, being in electronic medium as part of Buyer's electronic procurement program) as Buyer may direct from time to time. Payments may be made by check, wire transfer, Buyer's Corporate Purchasing Card or other means mutually agreed upon from time to time. Unless otherwise specified in this Agreement, specified payment terms shall begin and payment shall be due after the later of (a) acceptance of the Goods or Services covered by this Agreement at Buyer's designated premises or (b) receipt by Buyer of proper invoices. Unless otherwise set forth in this Agreement, terms of payment will be net cash (in United States dollars) net 90 days from receipt of invoice. It is understood and agreed that (i) invoices shall be the responsibility of and payable by only the specific Buyer specified in this Agreement, and (ii) PPG Industries, Inc. will not be responsible to pay for any Goods or Services ordered by any other Buyer.

#### 4. **PRICES**.

a. If the price(s) is not stipulated herein, this Agreement is not to be fulfilled at any price(s) higher than the last price(s) previously quoted to Buyer by Seller. Unless otherwise specified herein, prices are firm for the term of this Agreement and in any event may not be increased without prior written acceptance from an authorized representative of Buyer. Unless otherwise agreed to by Buyer, any price stipulated herein is inclusive of all taxes, fees and other costs.

b. Seller agrees that if, during the term of this Agreement, it sells or delivers any of the Goods and/or provides any of the Services to any other customer under terms and conditions that result in a price lower than the price in effect hereunder, it will offer to sell to Buyer the Goods and/or Services (as applicable) at the same terms and conditions.

c. If at any time during the term of this Agreement, Buyer receives from another source an offer to supply goods or services of like quality to Goods or Services offered by Seller at a price which results in a price lower than the delivered price then in effect hereunder ("***Favorable Prices***"), Buyer may request Seller to meet such competitive offer. If Seller fails to notify Buyer of Seller's election to meet the competitive offer within five (5) business days after the date of Buyer's request, effective as of the date of Buyer's request, Buyer may, at its option, purchase such offered goods or services, which purchased quantity shall be deducted from any previously ordered, but not yet delivered, Goods or Services or, if applicable, any minimum purchase requirements required under this Agreement. Buyer anticipates that it may receive competitive offers from third parties to supply the Goods or Services on Favorable Prices through an internet web based trading platform (an "***On-line Offer***"), and if Seller is provided with a written or electronic invitation to participate in the applicable on-line event that may result in an On-line Offer at least seven (7) calendar days prior thereto, Seller will meet, or not meet, the Favorable Prices of the On-line Offer during the on-line event. Seller's failure to meet such Favorable Prices during the on-line event shall be deemed a decision not to meet such Favorable Prices regardless of whether Seller specifically notifies Buyer thereof.

5. **CHANGES.** Seller may not modify the quantity of Goods delivered or scope of Services to be performed under this Agreement without Buyer's prior written consent. Buyer may by written notice make changes within the scope of this Agreement. Upon Seller's receipt of such notice the parties shall negotiate an equitable adjustment in price and/or time for performance.

6. **PACKING, SHIPPING AND TITLE.**

a. Seller shall pack, label and prepare Goods for shipment in a manner which will prevent damage, contamination or deterioration, secure the lowest transportation rates, comply with applicable laws and regulations (including, without limitation, carrier regulations) and otherwise conform to Buyer's instructions. Buyer will pay no charges for packing, crating or cartage unless expressly stated in this Agreement. Seller will inspect the equipment of the carrier transporting Goods for safety hazards, and carrier's compliance with applicable laws and regulations, and to prevent damage, contamination or deterioration of Goods.

b. Seller shall arrange and pay for shipment of Goods to Buyer's destination, provided that Buyer may, at its option, arrange for shipment, in which case an appropriate adjustment to the price of Goods shall be made to reflect Seller's cost reduction. If a carrier selected by Buyer is unable to pick up or tenders a vehicle deemed unsuitable for transportation of, Goods, Seller shall immediately advise Buyer and follow the instructions of Buyer, provided that if unable to timely contact Buyer, Seller shall select a competent carrier and route, ship Goods, and immediately advise Buyer of the transportation arrangements. Buyer will not pay detention or demurrage charges (i) accrued prior to or after Buyer's scheduled delivery date or time or (ii) for time spent resolving quality or quantity disputes which are ultimately resolved in Buyer's favor.

7. **SCHEDULING.** Deliveries of Goods or performance of Services shall be strictly in accordance with the schedule referred to in this Agreement and in the exact quantities ordered. Seller understands and agrees that (a) TIME IS OF THE ESSENCE for its performance hereunder, and (b) Seller must notify Buyer immediately if the schedule cannot be met. Any Goods or Services received after the time specified will be held subject to Buyer's right to reject all or any part thereof.

8. **WARRANTIES.**

a. Warranties for Goods. In addition to any other warranties set forth herein, Seller warrants that (i) at the time of delivery, Seller will have and will pass to Buyer clear, marketable title to any Goods; (ii) any Goods furnished will conform to the requirements of this Agreement (including but not limited to all applicable descriptions, specifications, drawings, data and samples, whether supplied by Seller or Buyer), will be of first class material and workmanship, free from contamination and defects including defects in design, and will be merchantable and fit for their intended purpose; and (iii) any Goods, their sale to Buyer, their resale by Buyer, and their use by Buyer in accordance with Seller's specifications and/or marketing materials (or, as applicable, those of the manufacturer of Goods if not Seller) shall not infringe any patent, trademark, copyright, trade secret or other intellectual property or proprietary rights of any third party. Seller will furnish to Buyer, upon Buyer's request, all certificates and forms necessary in Buyer's judgment to certify compliance with all such applicable environmental laws and regulations. Seller shall provide a Safety Data Sheet ("**SDS**"), Certificate of Analysis or other similar document as required by applicable law, to Buyer for Goods sold to Buyer hereunder. Where such information is required due to the nature of such Goods, a SDS will be provided prior to such Goods being delivered to Buyer's facility. Buyer shall have the right to rely on information contained in the SDS, Certificates of Analysis and other technical information related to Goods that Seller provides to Buyer.

***[This provision only applies for equipment purchased under this Agreement for use within the United States that utilizes electrical energy]*** Without limiting the foregoing, Seller warrants that any Goods sold hereunder that utilizes electrical energy shall have been tested by and carry a registered certification mark from a National Recognized Testing Laboratory ("**NRTL**") recognized by OSHA in accordance with 29 CFR Part 1910, Subpart S-Electrical, Sec 1910.303(a) and 1910.399. The current list of OSHA recognized NRTL's is available at <https://www.osha.gov/nationally-recognized-testing-laboratory-program/current-list-of-nrtls>, but it shall be the duty of Seller to verify that a NRTL is currently recognized by OSHA at the time of sale of such Goods utilizing electrical energy.

b. Warranties for Services. In addition to any other warranties set forth herein, Seller warrants that (i) any Services will conform to the requirements of this Agreement (including but not limited to all

applicable descriptions, specifications, drawings, data and samples, whether supplied by Seller or Buyer); (ii) Seller, and each of its employees and subcontractors that will perform or are performing the Services, has all licenses, permits, consents and registrations necessary or appropriate to enter into this Agreement and to perform the Services; (iii) the Services shall not infringe any patent, trademark, copyright, trade secret or other intellectual property or proprietary rights of any third party; and (iv) Seller will perform the Services with that standard of care, skill and diligence normally provided by a professional person or entity in the performance of services similar to the Services.

c. Warranty of Compliance with Applicable Laws. In performance of this Agreement (regardless of Goods or Services), Seller has complied or will comply, and all Goods or Services have been produced or furnished in full and complete compliance, with all applicable National, Federal, Provincial, State and local laws and ordinances and all lawful orders, rules and regulations thereunder, including without limitation, compliance with the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), which prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment qualified veterans and individuals with disabilities, the provisions set forth in 29 CFR Part 471, Appendix A to Subpart A (Executive Order 13496), Section 211 of Public Law 95-507 and Executive Order No. 12138 (Purchases from Small and Small Disadvantaged Businesses), the Federal Occupational Safety and Health Act of 1970 ("**OSHA**"), The Immigration Reform and Control Act of 1986, the Consumer Product Safety Act, the Toxic Substances Control Act, the Federal Hazardous Substances Act, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Federal Resource Conservation and Recovery Act, and the Fair Labor Standards Act (provided that where necessary to make the context of any law, rule and regulation applicable to this Agreement, the term "Contractor" shall mean Seller and the term "Contract" shall mean this Agreement). These warranties are in addition to and shall not be construed as restricting or limiting any warranties of Seller, expressed or implied, which are otherwise provided herein or exist by operation of law.

9. **INSPECTION.** Buyer, its customers, regulatory authorities, and their respective representatives reserve the right to inspect Goods, and their fabrication, and records, at the facilities of Seller and its suppliers. Inspection by such persons does not relieve Seller of any warranties or obligations hereunder. All Goods or Services are subject to final inspection and acceptance by Buyer at destination, notwithstanding any prior payment or inspection at source.

10. **USE OF BUYER INFORMATION.** All specifications, drawings, samples, designs and other data or information furnished by Buyer to Seller hereunder or in contemplation hereof or developed by Seller in connection herewith (collectively, "**Buyer Information**") shall remain or become, as applicable, Buyer's property. To the extent Seller obtains any ownership interest in or to any Buyer Information, Seller hereby assigns to Buyer all right, title and interest it may have in such Buyer Information to Buyer. All originals and copies of such Buyer Information shall be returned to Buyer upon request. Unless such Buyer Information was previously known to Seller free of any obligation to keep it confidential or has been or is subsequently made public by Buyer or a third party, it shall be kept confidential by Seller and used only with respect to this Agreement. Seller shall not use any name, trademark or service mark of Buyer for any purpose without Buyer's prior written consent in each instance. Both the existence of this Agreement and the terms and conditions contained herein, as well as the existence and nature of the relationship between the parties formed hereby, shall be considered confidential and shall not be disclosed by Seller without the prior written consent of Buyer in each instance, except to the extent necessary for Seller to perform its obligations and exercise its rights hereunder.

11. **BUYER'S PROPERTY.** All tools, tooling, dies, molds, patterns, machinery, fixtures, equipment, software, and any other property furnished to Seller by Buyer or paid for by Buyer for use in the performance of this Agreement shall be (a) and shall remain the sole property of Buyer, subject to immediate removal upon Buyer's request without legal proceedings, notice or liability, (b) used only in filling orders of Buyer, (c) held at Seller's risk for any loss or damage, (d) kept insured by Seller while in Seller's custody or control in an amount equal to the replacement cost thereof, the loss payable to Buyer, (e) repaired and maintained by Seller while in Seller's possession or control during the term of this Agreement, and (f) kept free of any lien, attachment, levy, claim or security interest or encumbrance of any kind whatsoever not caused by Buyer. If requested by Buyer, Seller shall execute and return for Buyer's filing a Uniform Commercial Code Financing Statement – Form UCC-1 acknowledging that any such property is Buyer's property. Upon

expiration or termination of this Agreement, Seller shall promptly return and deliver all such Buyer's property to Buyer.

12. **WORK PERFORMED ON BUYER'S PREMISES.** To the extent that this Agreement contemplates the performance of any Services on or requires entry onto Buyer's premises, Seller (including its employees, agents and subcontractors) shall comply with Buyer's applicable site and safety rules, and Seller shall be responsible for all damage to property or injuries to persons (including death) arising out of such Services or entry.

13. **FORCE MAJEURE.** If the performance of a party's obligations under this Agreement is delayed or prevented (a) because of riots, war, public disturbances, fires, floods, acts of God or (b) for any other similar reason which is unforeseeable and not within the reasonable control of the party whose performance is interfered with and which by the exercise of reasonable diligence such party is unable to prevent (each, a "***Force Majeure Event***"), such affected party may, at its option, suspend performance during the period such Force Majeure Event continues, and no liability shall attach against either party on account thereof; provided, however, that the affected party shall provide prompt, written notice of such circumstance to the other party and shall diligently and in good faith use all commercially reasonable efforts to mitigate any loss or damage to the other party due to such non-performance, and the parties shall perform their obligations to the maximum extent and as soon as possible. If Seller is unable to produce/deliver Goods required hereunder by Buyer due to a Force Majeure Event, Seller shall allocate its available supply of Goods among its external contract customers on a basis no less favorable to Buyer than a pro rata basis based on the percentage Buyer's purchases are then of Seller's sales to its external contract customers. During any period following a Force Majeure Event in which Seller is unable to deliver Goods hereunder, Buyer shall have the right to purchase from other sources that portion of Buyer's requirements for such Goods which Buyer otherwise would be obligated to purchase hereunder, and any amounts so purchased shall be deducted from any contract quantity hereunder for the applicable contract term. If a Force Majeure Event causes Seller to delay its performance for more than a period of thirty (30) days, Buyer may terminate this Agreement without any liability to Seller upon delivery of written notice to Seller.

14. **TERMINATION.**

a. Upon default by either party in performing any obligation hereunder, the other party may give written notice of such default to the defaulting party, specifying the nature of the default. Unless the default is cured and adequate assurance of due performance is provided within fifteen (15) days after giving notice, this Agreement may be terminated by the party giving notice. Such termination shall not relieve the party in default from any obligations under or from liability for breach of this Agreement. Notwithstanding the foregoing, if any Goods shipped or Services provided do not conform to the respective warranties, Buyer may, without prejudice to any of its rights, terminate this Agreement without Seller having the right to cure the default. Waiver by either party of a single default or a succession of defaults shall not deprive such party of any rights arising by reason of any other default.

b. Buyer reserves the right to terminate this Agreement, or any part thereof, at any time, without cause, by providing written notice to Seller. In such event, Buyer shall pay for all conforming Goods or Services that have been delivered, completed, and accepted by Buyer. Upon receipt of notice of termination hereunder, Seller shall, unless otherwise directed, immediately discontinue all work in process and immediately cancel all orders or subcontracts given or made pursuant to this Agreement.

c. In the event of a termination by Buyer under this Section 14, Seller shall promptly refund to Buyer any prepaid amounts under this Agreement in excess of amounts applied to Products delivered or produced or Services performed (as the case may be) as of the effective date of termination.

d. Any provision of this Agreement which by its express terms or by its nature is intended to survive the expiration or termination of this Agreement shall survive any such expiration or termination of this Agreement.

15. **INSURANCE.** For Services, Seller shall furnish Buyer, prior to commencement of the Services, certificates of insurance showing that Seller has Worker's Compensation, Employer's Liability, and Comprehensive General Liability (including automobiles) coverages in the minimum amounts and form as may be specified by Buyer or, if not specified, are commercially reasonable under the circumstances, which coverages shall not be allowed to change or expire until all Services have been completed and accepted.

16. **DISPUTES.** Except to the extent of a claim to enforce confidentiality obligations or to collect on an undisputed delinquent account, as a precondition to instituting any legal action, any controversy, claim or dispute between Buyer and Seller arising out of or relating to the provisions of this Agreement shall, upon written request of either party, immediately be referred jointly for resolution to senior executives of each of the parties who have authority to settle the controversy and who are at a higher level of management than the person(s) with direct responsibility for day-to-day administration of this Agreement. Within fifteen (15) days after delivery of the written request of the party, the receiving party shall submit to the other a written response. The request notice and the response shall each include: (i) a statement of the respective party's position and a summary of arguments supporting that position; and, (ii) the name and title of any other person who will accompany the senior executive. Within thirty (30) days after delivery of the disputing party's request notice, the senior executives of both parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt in good faith to resolve the controversy. The parties agree to honor all reasonable requests for information. All negotiations pursuant to this provision are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. If the controversy has not been resolved by negotiation within forty-five (45) days of the disputing party's request notice, or if the parties failed to meet within thirty (30) days of such request notice, the parties agree to attempt to settle the dispute by mediation under the mediation procedure rules then in effect of the CPR Institute or any rules mutually agreed upon by the parties. Unless otherwise agreed, the parties shall select a neutral mediator from the CPR Panels of Distinguished Neutrals. All mediation proceedings are non-binding. This mediation must be concluded within any period mutually agreed upon by the parties or if there is no such agreement, within forty-five (45) days of the selection of the mediator. Unless the parties expressly agree otherwise, each party shall bear its own costs, legal and expert fees incurred in the mediation, and evenly share the cost of the mediator. If after proceeding in good faith (i) the parties are unable to agree on a neutral mediator within thirty (30) days of the failure of the senior executives to meet as required aforesaid or the failure of the senior executives to resolve the dispute, whichever is earlier; or (ii) with the assistance of a neutral mediator, the parties do not resolve the dispute within the period prescribed in this Section, either party may initiate litigation to resolve the dispute.

17. **NOTICE.** All documents, notices and communications to be given hereunder or in connection herewith shall be in writing, signed (signing may be by an electronic signature) by the party giving or making the notice or communication and shall be deemed given when: (i) (x) delivered in person or by messenger or (y) sent by electronic mail on the date of receipt of electronic mail, provided that the sender can and does provide evidence of successful transmission and that such day is a business day (and if it is not, then on the next succeeding business day) or (z) three (3) business days after being deposited in the United States mail in a sealed envelope with sufficient postage affixed, registered or certified, return receipt requested, and (ii) addressed to Seller or Buyer at the addresses set forth in this Agreement, or to such other addresses or designee(s) as may be hereafter designated by a party after providing written notice thereof to the other party.

18. **COMPLIANCE.** Buyer recognizes the importance of conducting business in an ethical manner that respects human rights. Buyer maintains internal accountability standards for employees through its legal and ethical compliance program Leadership Through Integrity, PPG Industries Global Code of Ethics (the "**Global Code of Ethics**"), which focuses on areas of ethical risk, and helps foster Buyer's culture of honesty, accountability and transparency.

The Global Code of Ethics prohibits the use of child labor or forced labor in any form and requires Buyer to provide a safe, healthful workplace. The Global Code of Ethics also includes the requirement to comply with all laws in all places where Buyer and its affiliates do business. Buyer regards observing local law to be the minimum acceptable level of conduct. In addition, Buyer's own standards of conduct frequently oblige Buyer to go beyond the legal minimum of a locality and to conduct Buyer's affairs according to the higher standard. If a Buyer employee is in violation of the Global Code of Ethics, Buyer reserves the right to terminate such employee.

Buyer expects Seller to also operate its business practices in accordance with Buyer's ethics and integrity expectations, as set forth in Buyer's Global Supplier Code of Conduct, which can be accessed at <https://procurement.ppg.com/Supplier-Network/Global-Supplier-Code-of-Conduct>. At minimum, Seller must fully comply with applicable laws and internationally recognized standards in every region it operates

and with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption, including but not limited to the Foreign Corrupt Practices Act of 1977 and the UK Bribery Act 2010. Under no circumstance shall Seller or a subcontractor of Seller knowingly utilize child or forced labor in its global business. If Seller violates Buyer's policies, values or ethics, Buyer reserves the right to take appropriate action. While Seller may be permitted to remedy the violation, if Seller persists in conducting its business in a manner inconsistent with these obligations, Buyer will evaluate the business relationship with Seller and take appropriate corrective action. Corrective action may include cancelation of an affected order, prohibition on further use of a facility or supplier, termination of applicable contracts and reporting the violation to the proper authorities.

19. **REPRODUCTIONS.** This Agreement, and all documents relating hereto and thereto, may be stored and/or reproduced by any means or process including electronic or mechanical means. Any reproduction shall be admissible into evidence as the original in any litigation without regard to whether the original is in existence. If a party signs this Agreement (whether in writing, by a computer generated signature, or by a signature created, transmitted, received, or stored by electronic means) and then transmits an electronic facsimile of the signature page, (including, without limitation, in PDF format), the receiving party may rely upon such electronic facsimile as an originally executed signature page without any modification or change to this Agreement, unless such modification or change is noted on such electronic facsimile by the transmitting party.

20. **LOUISIANA STATUTORY EMPLOYER.** *[This provision only applies for Services for a Buyer facility located in Louisiana.]* This Agreement recognizes that Buyer shall be considered the statutory employer of Seller's employees and subcontractors who provide Services under this Agreement for Buyer in Louisiana in accordance with Louisiana R.S. 23: 1031 or R.S. 23: 1061. Thus Buyer is to be granted the exclusive remedy protection of Louisiana R.S. 23: 1032 and it shall be liable to pay compensation benefits if the immediate employer (Seller) is unable to meet its obligation under Louisiana Worker's Compensation Statute for Services that are performed in Louisiana under this Agreement. The parties agree that the recognition of the Statutory employer status is made pursuant to R.S. 23: 1061 of the Louisiana Worker's Compensation Statute and that Buyer is not the actual employer of any employees of Seller or any of its subcontractors. Further, Buyer has no control or involvement in the hiring, firing or direct supervision or direction of any such employees. Services performed under this Agreement is an integral part of and essential to the ability of Buyer to generate its goods, products or services.

21. **EXPORT COMPLIANCE.** In addition to all other requirements in this Agreement, each party agrees to comply with all export controls, embargoes, sanctions and similar laws, regulations, and requirements ("**Export Controls**") applicable to the Goods, Services, samples, and/or technical information sold or otherwise transferred under this Agreement. Upon reasonable request, each party shall provide the other party with all information and documentation deemed necessary by the requesting party to comply with all Export Controls as they relate to this Agreement. Any suspected or actual violations of any Export Controls shall be reported to the other party to the extent legally permitted. The obligations under this section survive termination of this Agreement.

22. **AUDIT.** Buyer reserves the right to audit Seller's records and facilities to assure compliance with the terms of this Agreement and any applicable laws or regulations. Seller shall make available all data reasonably requested by Buyer. Seller shall ensure a comparable right to audit with any subcontractors.

23. **U.S. GOVERNMENT CONTRACTS.**

a. If the Goods or Services under this Agreement are purchased in support of a U.S. Government contract, Seller agrees to comply with applicable federal procurement laws that are required to be included in commercial item subcontracts and in effect on the date of performance including, but not limited to, 41 USC §§ 2101-2107, 31 USC § 1352, and Federal Acquisition Regulations (FAR) clauses identified in FAR 52.212-5(e) Contract Terms and Conditions Required To Implement Statutes or Executive Orders-Commercial Items.

b. When applicable, the following provisions are incorporated into this Agreement:

(i) This contractor and subcontractor shall comply with the EO Clause in Section 202 of Executive Order 11246, as amended, which is incorporated herein by specific reference and Executive Order 13496.

(ii) This contractor and subcontractor shall abide by the requirements of 41 CFR 60–300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

(iii) This contractor and subcontractor shall abide by the requirements of 41 CFR 60–741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

#### 24. MISCELLANEOUS.

a. The failure of either party in any one or more instances to insist on performance of any of the provisions hereof, or any part thereof, shall not be construed to be a waiver of such provision, or any part thereof in the future.

b. This Agreement, its performance, any interest herein or in any monies due or to become due herein, may not be assigned or subcontracted by Seller without the prior written consent of Buyer.

c. The remedies herein reserved by Buyer shall be cumulative, and additional to any other or further remedies provided in law or equity.

d. All claims for monies due or to become due from Buyer shall be subject to deduction by Buyer for setoff or counterclaim arising out of this or any other of Buyer's contracts or agreements with Seller.

e. This Agreement is executed in English, and if this Agreement is translated into a language(s) other than English this version in English shall be controlling on all questions or interpretations and performance.

f. This Agreement, including all documents referenced herein, contains the entire agreement of the parties with regard to the subject matter hereof, supersedes any prior communications, commitments or contracts between the parties relating to the subject matter hereof, and no modification of this Agreement shall be of any force or effect unless reduced to a writing that specifically references this Agreement, states an express intent to modify or amend this Agreement, and is signed by the parties.

g. This Agreement is made under and governed by the local laws of Pennsylvania (without giving effect to the conflict of law principles thereof), and in the previous regard Seller and Buyer mutually agree that the United Nations Conventions on Contracts for the International Sale of Goods does not apply to this Agreement or the sale by Seller to Buyer of the Goods. Notwithstanding the applicability of the laws of Pennsylvania, Buyer may specify on this Agreement the shipment of Goods using a mode of transport term designated as an Incoterms (International Commercial Term), and if so specified in this Agreement, then Incoterms 2020 shall apply, but only for the purposes of designating the mode of transport, transportation and carrier responsibility, risk of loss at transfer point, and if applicable for designating the parties' relative import and export obligations.

h. In the performance of this Agreement, the parties are engaged in independent business, and this Agreement shall not be deemed to: (i) make either party a partner, joint venturer, agent or other representative of the other party or (ii) grant either party any right of authority to assume or create any obligation in the name or on behalf of the other party or to accept legal summons or legal process for the other party.

i. Seller's relationship with Buyer under this Agreement is that of an independent contractor. Nothing in this Agreement shall be construed as being inconsistent with that status. Seller shall be solely responsible for its employees and subcontractors and for their benefits, contributions and taxes, as applicable and shall indemnify and hold Buyer harmless from any and all liability arising therefrom. Seller and thus Seller's employees shall not be entitled to any of Buyer's employee benefits, including any group insurance, pension and benefit plans, nor shall any benefits be made available to Seller.