

## TERMS AND CONDITIONS OF PURCHASE

### Dexter Magnetic Technologies, Inc.

These Terms and Conditions of Purchase (these "Terms of Purchase") apply to the purchase of products (the "Products") identified in the purchase order to which these Terms of Purchase are attached or otherwise relate (the "Purchase Order") by Dexter Magnetic Technologies, Inc. ("Dexter") to the seller of the Products ("Seller"). These Terms of Purchase and the Purchase Order are sometimes referred to as this "Agreement". References to "Parties" in these Terms of Purchase refer to Dexter and Seller collectively and references to "Party" are to Dexter and Seller individually.

Seller consents to receiving electronic records, which may be provided by Seller's website, e-mail, or e-mail attachments. These Terms of Purchase will be deemed formally and finally accepted by Seller upon completion of the Purchase Order, shipment of the Products, or acceptance of any payment with respect to the Purchase Order ("Order Acceptance"), regardless of whether Seller has otherwise attempted to reject or modify these Terms of Purchase through any Seller invoice, quote, order acknowledgement, or other Seller document (any of which will be referred to as a "Sales Acknowledgment").

Dexter objects to and expressly rejects any terms that are set forth in any Sales Acknowledgment that are in addition to or different from this Agreement and all additional or different terms will be considered material alterations and are null and void and superseded by this Agreement. Such additional or different terms will not operate as a rejection or a modification of this Agreement. Any such additional or different terms are hereby rejected and these Terms of Purchase, specifically, and this Agreement as a whole, will be deemed accepted by Seller as stated here and in the Purchase Order, without such additional or different terms. Order Acceptance by Seller is acceptance of this Agreement, including these Terms of Purchase as stated here. Dexter is not required to communicate its rejection of Seller's Sales Acknowledgment; any act of Order Acceptance by Seller supersedes any contrary statement in any Sales Acknowledgment and will be Seller's acceptance of these Terms of Purchase and this Agreement. The only other terms that will affect a purchase transaction by Dexter will be those set forth in a separate and independent written agreement that is signed by Dexter.

This Agreement contains the entire understanding of the Parties with respect to the matters contained in the Purchase Order and/or these Terms of Purchase and supersedes and replaces in its entirety any and all prior communications and contemporaneous agreements and understandings, whether oral, written, electronic, or implied, if any, between the Parties with respect to the subject matter of this Agreement. This Agreement may be amended, modified, or superseded only by means of a written agreement executed by an authorized representative of each Party.

#### 1. **SQAR Manual**

All Purchase Orders, all Products that are the subject of a Purchase Order, and the manufacture or production of all Products are subject to and will be completed in strict conformance with Dexter's Supplier Quality Assurance Requirements Manual (the "SQAR Manual"), which can be found at <https://www.dextermag.com/wp-content/uploads/2017/04/SQAR-Manual.pdf>

#### 2. **Specifications**

If designs, drawings, blueprints, instructions, or specifications (collectively, "Specifications") are furnished by Dexter, the applicable Purchase Order will be based upon, and the Products will be manufactured in strict conformance with, such Specifications. Dexter may reject any Products that do not conform to Specifications at any time. Dexter reserves the right at any time to make changes to any Specifications. Any difference in price or time for performance resulting from such changes will be equitably adjusted, and the Purchase Order will be modified in writing accordingly. Any price adjustment will conform to the current standard prices.

Seller will not make any change in the Specifications of any Product unless otherwise approved in advance by Dexter in writing. Seller will not make any change in the formulation of any Products, in materials used in the Products, or in the methods of manufacturing of any Products without the advance written consent of Dexter.

### **3. Price**

Dexter will pay for the Products the amount specified in the applicable Purchase Order or such other amount as Dexter may agree to as evidenced in writing by Dexter. Seller warrants that the price for the Products will not be less favorable than that currently extended to any other buyer for the same or like Products. No additional costs, fees, surcharges, or expenses of any kind will be added to the Purchase Order without the advance written consent of Dexter.

### **4. Payment**

Seller will present Dexter with an invoice for the amounts due and owing pursuant to the applicable Purchase Order. Each invoice must be in a form acceptable to Dexter. All invoices will clearly reference piece number, Dexter's Purchase Order number and Seller's packing slip number. Unless otherwise agreed to and indicated in writing in the Purchase Order, Dexter's standard payment terms will be net sixty (60) days following Dexter's receipt of conforming Products delivered pursuant to Dexter's delivery requirements and a proper invoice from Seller. Dexter's obligation to make payments on any Purchase Order will expire if Seller fails to invoice Dexter within ninety (90) days after the amounts were incurred. Dexter will have the right to off-set amounts owed by Seller to Dexter against amounts payable under any Purchase Order. Payment for any Products will not constitute acceptance of the Products.

### **5. Delivery**

Seller will deliver the Products in the quantities, on the dates, and to the places specified in the applicable Purchase Order. All Products will be packaged, sealed, and secured in such a manner as to reach their destination in good condition and Seller will be responsible for any loss or damage to the Products that may arise from inadequate or inappropriate packing. Seller will deliver the Products on or before the delivery date specified in the applicable Purchase Order or, if no date of delivery is specified in the Purchase Order, then the Seller will deliver the Products promptly after receipt of the Purchase Order. Time is of the essence in Seller's performance of the Purchase Order.

Dexter may defer payment or return at Seller's expense any Products that are delivered in advance of the scheduled delivery date or in excess of the quantity specified for such Products.

Seller will include a packing list with each shipment of Products. Dexter shall not be charged for packaging, boxing, crating or cartage. All packing lists, bills of lading, and each separate package within each shipment will clearly reference piece number, Dexter's Purchase Order number and Seller's packing slip number. Partial shipments must be identified as such on the shipping memoranda and invoices.

Whenever an actual or potential reason for delays or threats to delay the timely performance of any Purchase Order, Seller will promptly notify Dexter in writing of all relevant information and make and pay for all necessary changes to fulfill its obligations under the Purchase Order and mitigate the potential impact of any delay. Any delay in delivery of any installment will not relieve Seller of its obligation to deliver the remaining shipments.

### **6. Packing and Marking**

Seller will mark and package all Products in accordance with law, regulation, Dexter's instructions and packaging specifications.

### **7. Inspection**

7.1 **Non-Conforming Products:** Dexter will have the right to inspect all Products for a reasonable time after receipt. The payment of any invoice will not constitute acceptance of the Products. Dexter may accept or reject the whole or any unit of Non-Conforming Products. Seller will replace or refund the invoice price associated with any Non-Conforming Products, at Dexter's option. Dexter's only obligation as to Products that Dexter has rejected or as to which Dexter has revoked acceptance will be those required by law. All transportation charges and other costs for the return and, if applicable, the replacement of Products will be paid by Seller. Non-Conforming Products are Products that are defective, damaged, or fail to conform to the requirements of these Terms of Purchase, any applicable Purchase Order, any Specifications, the SQAR Manual, or any other applicable industry or legal fitness and safety standards. In addition to its other rights and remedies, Dexter reserves the right to (i) cancel or terminate for cause any Purchase Orders that contain Non-Conforming Products, (ii) require Seller to replace any Non-Conforming Products with Products that satisfy all requirements of the Purchase Order or this Agreement, without expense to Dexter, or (iii) require Seller to repay Dexter the purchase price of any Non-Conforming Products. Seller will be liable for all charges and expenses incurred in the inspection, receipt, transportation, care, custody, and disposal of the Non-Conforming Products.

7.2 **Correcting Non-Conforming Products:** Seller will develop and maintain a reliable system of identifying Products to assure that if a defect or non-conformance is found, Seller will be able to (a) determine what other Products may have a common defect/non-conformance or otherwise be affected by the defect/non-conformance, (b) identify the time of and the location of the manufacture of Non-Conforming Products, and (c) identify the specific shipments that contain Non-Conforming Products to Dexter as well as the time and place of delivery of such shipments. In the event that Non-Conforming Products are identified, either by Seller or by Dexter or otherwise, Seller will immediately analyze and implement solutions to minimize the consequences of any such defect/non-conformance. In any event, within thirty (30) days following the receipt by Seller of samples of Non-Conforming Products and/or a rejection report from Dexter, Seller will conduct detailed corrective and preventative action to correct the defect/non-conformance. Seller will keep Dexter fully informed of all actions taken with respect to Non-Conforming Products consistent with the Dexter Supplier Corrective Action Request process, as supplied to Seller by Dexter.

## 8. Facilities, Tooling, and Equipment

8.1 **Seller's Obligations:** Unless otherwise specified in a Purchase Order, Seller will, at its own expense, furnish all materials, tools, test equipment, jigs, and other equipment and facilities required to produce and furnish the Products. Dexter will at all times have and retain title to and the right of immediate possession of any property furnished or paid for by Dexter, including, without limitation, patterns, tools, jigs, fixtures, dies, gages, equipment, or material. Seller will, at Seller's sole expense, keep in good condition, will repair and replace when necessary, and will store, protect, and preserve all patterns, tools, jigs, fixtures, dies, gages, and equipment necessary for the production of the Products, whether or not owned by Seller or Dexter. Title to and the right of immediate possession of any replacements of any such items owned by Dexter will be and remain in Dexter. Seller will insure Dexter's interest in such property against loss or damage by reason of fire and the perils included in extended coverage and will furnish certificates of such insurance to Dexter upon request. Seller will not use any such property furnished or paid for by Dexter for any purpose other than manufacturing Products for Dexter.

8.2 **Audit and Inspection Right:** At any time during the term of this Agreement, Dexter may, from time to time, audit and/or inspect the facilities of Seller to ensure compliance with this

Agreement. Dexter will pay all of Dexter's costs and expenses for such inspection or audit; *provided, however*, if that such inspection or audit determines or verifies that Seller has violated any term or condition of this Agreement, Seller will pay all costs and expenses associated with such inspection or audit and for all costs and expenses associated with the next inspection or audit conducted by Dexter.

## 9. Taxes

All taxes, duties, and fees arising out of the transactions contemplated under a Purchase Order will be the sole responsibility of Seller except as otherwise specified by the Parties in writing.

## 10. Title and Risk of Loss

Seller represents and warrants to Dexter that the title conveyed on all Products produced will be good and marketable, and the Products will be delivered free from any security interest or other lien or encumbrance.

Title to and risk of loss of the Products, including but not limited to any shipping and transit costs, will pass to Dexter upon the delivery of the Products to Dexter, provided that in the event the Products are Non-Conforming Products, title to and risk of loss of such Non-Conforming Products will remain at all times with Seller unless Dexter agrees in writing to accept such Non-Conforming Products. If a shipment is not accompanied by a bill of lading, packing slip, order acknowledgement, or similar delivery document, Dexter's count and/or weight will be conclusive.

In the event Dexter rejects any of the Products, finds them not to be in order during inspection, or invokes its right to terminate this Agreement on reasonable grounds or its right to have the Products replaced, the risk of loss attaching to the Products will be deemed to have remained with the Seller throughout.

## 11. Termination

11.1 **Dexter Termination for Convenience:** Dexter may terminate, for its convenience, all or any part of a Purchase Order or this Agreement at any time by providing ten (10) day written notice to Seller. In such case Dexter's sole obligation will be to pay for Products specified in the terminated Purchase Order that have been completed and delivered to Dexter prior to the date of termination. Dexter will not be obligated to pay for any other Products or for materials relating to any other Products.

11.2 **Dexter Termination for Cause:** In addition to Dexter's rights under Section 11.1 above, Dexter may terminate this Agreement, without notice, if (a) Seller fails to make any delivery in accordance with the scheduled delivery dates, or otherwise fails to comply with the applicable Purchase Order and does not remedy such failure within a reasonable time after receipt of written notice of the same, (b) Seller fails to make progress to such an extent that performance of the Purchase Order is endangered, (c) any proceeding is filed by or against Seller in bankruptcy or insolvency, or (d) Seller commits any other breach of this Agreement. In the event of any such termination, Seller will immediately terminate all work relating to any Purchase Order and Dexter will not have any obligation to pay any amounts claimed to be owing by Seller after the date of termination specified by Dexter.

11.3 **Return of Dexter Materials:** Upon termination of any Purchase Order or this Agreement for any reason, Seller will immediately return to Dexter all Specifications and IP (as defined in Section 12.1 below), whether in tangible or electronic form.

## 12. Intellectual Property

12.1 **Ownership; Licenses:** Dexter may provide Seller certain intellectual property in order for Seller to complete any Purchase Order. Seller and Dexter agree that, except as otherwise expressly granted in this Agreement, no intellectual property rights of Dexter are transferred

under this Agreement or any Purchase Order and Dexter and its licensors retain all intellectual property rights, title, and interest in and to all materials provided by Dexter hereunder, including (a) service marks, trademarks, trade names, logos, trade dress, packaging, or any other designations or identifications; and (b) Dexter's Products, including without limitation all copyrights, patent rights, trade secrets, and other proprietary rights related to the Products and all specifications, documentation, drawings, plans, and technical data related thereto ("Dexter IP"). Except as expressly set forth in this Agreement or in other written agreements between the Parties, Seller obtains no license or other rights to or under the Dexter IP, including, without limitation, any rights to use, display, or make any representations regarding any of Dexter's IP or grant sublicense or other rights to third parties. Seller will not disparage or infringe upon any of the Dexter IP rights. Seller will indemnify, defend, and hold Dexter harmless against any and all expenses, damages, costs, or losses incurred by Dexter in connection with (i) claims regarding the infringement of intellectual property by Seller, or (ii) unfair competition or other claims against Dexter arising from Dexter's compliance with or use of designs, specifications, work product or other Materials or instructions provided by Seller.

- 12.2 **Work Made for Hire:** Any and all designs, customizations, information, feedback, suggestions, ideas, comments, modifications, developments, or enhancements provided by Seller to Dexter in connection with the Dexter IP or as otherwise contemplated by any Purchase Order (the "Materials") is a work made for hire and is owned exclusively by Dexter, unless otherwise agreed between the Parties in writing. In the event that any of the Dexter IP or Materials is deemed not to be work made for hire, Seller hereby irrevocably assigns all rights in and to such Dexter IP or Materials, including all intellectual property rights therein to Dexter. Seller will promptly disclose to Dexter in writing all Materials or other intellectual property that Seller conceives, creates, or develops in completing any Purchase Order and or performing this Agreement and such intellectual property will be owned exclusively by Dexter in accordance with the foregoing, except as may otherwise be agreed between the Parties in writing. Seller agrees to perform such and provide additional documentation, information, assistance and any other further acts as reasonably requested by Dexter so that Dexter may confirm, perfect, secure, maintain, enforce or otherwise exploit Dexter's rights in the Materials or Dexter IP.

### 13. Confidentiality

All non-public information provided or made available by Dexter to Seller relating to any Products or any Purchase Order, including but not limited to any types of products, numbers ordered, designs, quotations, specifications, drawings, marketing information, reports, photographs, pricing information, and the fact that Dexter is a customer of Seller will be considered Dexter's confidential information ("Confidential Information") and Seller will not disclose any such Confidential Information to any other person or entity, or use such information for any purpose other than fulfilling Seller's obligations under a Purchase Order or this Agreement. Seller shall protect and safeguard the confidentiality of all such Confidential Information, but in no event with less than a commercially reasonable degree of care and shall not use Dexter's Confidential Information, permit it to be accessed or used, or disclose it to any person or entity, except to those which Dexter has provided prior approval in writing. Seller's confidentiality obligations will survive and extend beyond the expiration or termination of this Agreement. After the term of this Agreement, at Dexter's written request, Seller shall promptly return to Dexter all copies, whether in written, electronic or other form or media, of Dexter's Confidential Information, or destroy all such copies and certify in a signed writing to Dexter that such Confidential Information has been destroyed. Dexter hereby retains its entire right, title and interest, including all intellectual property rights, in and to all of its Confidential Information.

## 14. Warranties

- 14.1 **Product Warranty:** Seller expressly covenants and warrants to Dexter that (a) all Products will be new, will strictly conform to all Specifications, are suitable for the purpose intended, are merchantable, are free from defects in material and workmanship, are free from liens, or encumbrances of title, (b) all Products will function as intended for a period of two (2) years after receipt by Dexter, (c) all work associated with the Products will be performed in a professional manner and in accordance with the highest industry standards, and (d) all Products, and the manufacture, sale, resale, or use of all Products will not infringe any patent, copyright, or other intellectual property rights of other persons (the "Warranties"). Inspection, test, acceptance, or use of the Products furnished under any Purchase Orders will not affect Seller's obligation under this Agreement, and all Warranties will survive inspection, test, acceptance, and use. The Warranties will run to Dexter and its successors, assigns, customers, and users of the Products.
- 14.2 **Product Support:** Seller will, at its expense, provide product support for the Products for five (5) years after the Products associated with the last Purchase Order submitted by Dexter are delivered to Dexter. Such support will include warranty and service parts with respect to all Products.

## 15. Limitation of Liabilities

IN NO EVENT WILL DEXTER BE LIABLE TO SELLER OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE, EVEN IF DEXTER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING ANY LOSS OF REVENUE, LOSS OF CUSTOMERS OR CLIENTS, LOSS OF GOODWILL, OR LOSS OF PROFITS, ARISING OUT OF OR IN RELATION TO THIS AGREEMENT, WHETHER ARISING UNDER CONTRACT, TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY. IN NO EVENT WILL DEXTER'S TOTAL, CUMULATIVE LIABILITY UNDER THIS AGREEMENT EXCEED THE PURCHASE PRICE FOR THE PRODUCTS GIVING RISE TO THE CLAIM. MULTIPLE CLAIMS WILL NOT ENLARGE THIS LIMIT. THIS LIMITATION OF LIABILITY WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY EXCLUSIVE REMEDY IN THIS AGREEMENT.

## 16. Patent Indemnity

Unless otherwise specifically agreed to in writing, Seller will indemnify and hold harmless Dexter, its affiliated companies, and their respective successors, assigns, customers, and users of Products and/or items into which Products are incorporated against any loss, damage, liability, costs, and expenses that may be incurred by them as a result of or in defending or settling any suit, claim, judgment, or demand involving infringement of intellectual property rights of other persons by the sale, resale, or use of Products or any items into which the Products are incorporated. Seller agrees that it will assume the defense of Dexter, its affiliated companies, and their respective successors, assigns, customers and users of Products against any such aforementioned suits, claims or demands, and Dexter will be consulted and have approval rights in the choice of defense counsel and the conduct of the defense.

## 17. Assignment

Dexter may assign this Agreement, including any Purchase Order, at any time without Seller's consent. Seller will not assign or transfer any Purchase Order nor assign, transfer, or delegate any of its rights, or obligations under this Agreement, in whole or in part, voluntarily or by operation of law, without Dexter's consent. Any attempt by Seller to assign, transfer, or delegate any of its obligations under this Agreement or any Purchase Order without the prior written consent of Dexter will be void and of no effect and will constitute a material breach by the Seller.

## 18. Force Majeure

Each Party will be excused from performance of its obligations under this Agreement if such Party is unable to perform such obligations due to, and only to the extent of, any cause beyond its reasonable control, such as acts of God, acts of civil or military authority, terrorism, changes in government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, floods, power outages, unusually severe weather conditions, and supply or transportation failures, delays, or interruptions.

#### 19. **Governing Law; Jurisdiction and Venue**

This Agreement and any issues arising from or relating to the transactions under this Agreement will be governed by the laws of the state of Illinois without regard to principles of law that would require the application of the laws of a different jurisdiction. The Parties agree to the exclusive jurisdiction of the courts located in Cook County in the State of Illinois for any action or proceeding arising from or relating to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods will not govern this Agreement and is hereby disclaimed by the Parties.

#### 20. **Compliance with Laws**

- 20.1 **General Legal Compliance:** Seller warrants that Seller and all Products comply with all applicable foreign, national, state, and local laws, rules, regulations or orders, as amended or superseded, including without limitation, the applicable provisions of: (i) the Americans with Disabilities Act of 1990 (42 U.S.C. 12101); (ii) the U.S. Fair Labor Standards Act of 1938; (iii) the Occupational Safety & Health Act of 1970; and (iv) the American Recovery and Reinvestment Act of 2009 (Public Law 111-5, Section 1605 of H.R. 1-189); and (v) all applicable orders issued by the Secretary of Labor; and the full texts of all of the aforementioned laws, rules, regulations, and orders are incorporated into this Agreement by reference.
- 20.2 **Environmental Compliance:** Seller warrants that no chemical substance or hazardous material of any nature sold under any Purchase Order, or incorporated into any Products sold under any Purchase Order, will at the time of sale, transfer, or delivery, be on the list of chemical substances compiled and published by the Environmental Protection Agency pursuant to 15 U.S.C. Section 2607 and/or by any applicable state or state agency. Seller will comply with all applicable foreign, federal, state, and local laws and/or regulations relating to providing notice and/or warnings to any and all individuals that may come into contact with such chemical substances. Seller will indemnify Dexter from any and all liability, costs, or damages (including, without limitation, attorney fees) of any nature arising from anyone's exposure to such chemical substances. In addition, where required, Seller will provide Dexter with hazardous material data sheets for all applicable goods.
- 20.3 **Export-Import Compliance:** Seller will prepare, maintain and, to the extent required under applicable laws, rules, or regulations promulgated by any governmental or self-regulatory agency having jurisdiction over Seller, submit to the applicable custom authorities all necessary information and documentation to comply with the applicable customs, rules, and laws of each country from which the Products will be exported and each country into which they will be imported.
- 20.4 **Compliance with Export Control Laws:** Seller will comply with all applicable export control laws and regulations during performance of this Agreement, including but not limited to, the U.S. Arms Export Control Act, as amended (22 U.S.C. §§ 2751-2799), the International Traffic in Arms Regulations, as amended (22 C.F.R. Part 120, *et seq.*), the Export Administration Act, as amended (50 U.S.C. §§ 2401-2420), and the U.S. Export Administration Regulations, as amended (15 C.F.R. § 730, *et seq.*). Seller represents and warrants that Seller does not and will not export, disclose, furnish, or otherwise provide any Product (including any components of a Product) that is subject to any such laws or regulations to any foreign person or entity,

whether within the U.S. or abroad, without strictly complying with the requirements of such laws or regulations.

- 20.5 **Restricted Parties Lists:** Seller represents and warrants that it is not designated on, or associated with, any party designated on any of the U.S. government restricted parties lists, including without limitation, OFAC; the U.S. Commerce Department Bureau of Industry and Security ("BIS") Denied Persons List; Entity List or Unverified List; Specially Designated Nationals and Blocked Persons List; or the U.S. State Department Directorate of Defense Trade Controls ("DDTC") Debarred Parties List.
- 20.6 **Anti-Human Trafficking:** Seller has been conducting and is presently conducting business in compliance with any and all applicable federal, state, and local governmental laws, rules, regulations, and ordinances related to slavery and human trafficking.
- 20.7 **Responsible Business Reliance (RBA):** Seller, as applicable, will comply at all times with the latest version of the Responsible Business Reliance (RBA) Code of Conduct in all of its business dealings.

## 21. Indemnification

- 21.1 **General Indemnification:** In addition to any other indemnification obligations assumed by Seller under this Agreement, Seller will indemnify, defend, and hold Dexter harmless from and against any and all damages and claims for damages, costs, and expenses (including reasonable attorney fees) resulting from or arising out of (a) the breach by Seller of its obligations, representations, or warranties made in this Agreement or (b) the death or injury to any person or damage to any property alleged to have resulted from the Products.
- 21.2 **Worksite Indemnification:** If Seller's performance requires Seller, its employees, agents or representatives to perform services or labor on the premises of Dexter, its agents, customers, or users, Seller agrees to comply with all safety regulations of Dexter, to indemnify and hold harmless Dexter against all claims and liabilities for injury or damage to persons or property arising out of such performance by Seller, and to maintain insurance in coverage and amounts acceptable to Dexter during such performance.
- 21.3 **IP Indemnification:** Seller hereby represents, warrants and covenants that Products purchased hereunder and the manufacture, sale, resale, or use of them will not infringe any IP of other persons or entities. Unless otherwise specifically agreed to in writing, Seller agrees to indemnify and hold harmless Dexter and its respective successors, assigns, customers and users of Products against any loss, damage, liability, costs and expenses which may be incurred by them as a result of or in defending or settling any suit, claim, judgment or demand involving infringement of IP rights of other persons or entities by the sale, resale or use of Products purchased hereunder. Seller agrees that it will assume the defense of Dexter and its respective successors, assigns, customers and users of Products against any such aforementioned suits, claims or demands, and Dexter will be consulted and have approval rights in the choice of defense counsel and the conduct of the defense.

## 22. Insurance

Seller will maintain commercial general liability insurance with products liability and completed operations insurance (including without limitation coverage for private labeled products, which must be noted on the Certificate of Insurance) and contractual liability insurance to cover the indemnification provisions in this Agreement, which provide, under the terms of the primary policy or by contractual liability endorsement if necessary, coverage in respect of claims involving bodily injury, liability damages or property damage arising out of or in connection with any Purchase Order or the Products.



### **23. Notices**

Any notice, approval, or consent required or permitted under this Agreement will be in writing and will be deemed to have been duly given if mailed by registered or certified mail, postage prepaid, or delivered by overnight courier services with tracking capabilities to the address set forth in the Purchase Order, in the case of Dexter, or Seller's published address (or such other addresses a party may designate by ten (10) days prior written notice).

### **24. General**

If any provision of this Agreement is held invalid, unenforceable, or void in any respect, such provision will be construed so as to render it enforceable and effective to the maximum extent possible, and the validity and enforceability of the remaining provisions of this Agreement will not in any way be affected or impaired by the same. Seller agrees to adhere to all legal requirements applicable to the Products and the manufacture of the Products. The Parties are independent contractors and nothing in this Agreement will be construed to imply a partnership, joint venture, principal-agent, or employer-employee relationship between the Parties. Neither Party will have the right, power, or authority to create any obligation, expressed or implied, on behalf of the other Party. Failure of Dexter to insist on performance of any of the terms and conditions or requirements of this Agreement will not be construed as a waiver of such terms, conditions, or requirements and will not affect the right of Dexter thereafter to enforce each and every term, condition, or requirement of this Agreement. Any rights or remedies granted to Dexter in this Agreement will not be exclusive of, but will be in addition to, any other rights or remedies that Dexter may have at law or in equity. This Agreement constitutes the entire agreement between the Parties as to the subject matter of this Agreement and supersedes and merges all prior or contemporaneous oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter of this Agreement. The headings used in these Terms of Purchase are provided for convenience only and will not be used to construe meaning or intent.

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