



COHESIVE COMPONENTS, LLC TERMS AND CONDITIONS
(REV. September 10, 2026)

SECTION 1: GENERAL TERMS AND ACCEPTANCE.

These terms and conditions (the “Terms”) constitute all of the terms and conditions upon which Cohesive Components, LLC, its affiliates and subsidiaries (collectively “Cohesive Components” or “Seller”) will sell products, components, materials, and/or goods (collectively “Goods”) to Buyer. No modification or variation in these Terms, irrespective of any wording in Buyer’s purchase order, acceptance or other documentation or communication, is binding unless otherwise agreed in a writing signed by an authorized representative of Cohesive Components. Unless withdrawn, Seller’s quote is valid for 30 days. Buyer’s communication, issuance of a purchase order, or order of Goods shall constitute acceptance of Seller’s quote and these Terms. Buyer’s acceptance of Goods shall be deemed acceptance of Seller’s quote and these Terms irrespective of the date of such acceptance. Acceptance is expressly limited to Seller’s Terms, and no additional or different terms or conditions proposed by Buyer shall constitute part of the agreement, all of which Seller expressly objects to. Seller’s commencement of work, shipment, or delivery of Goods shall not constitute acceptance of any terms or conditions proposed by Buyer that are additional to or different from these Terms. Seller’s use of any Buyer-provided procurement portal, platform, or system shall not constitute acceptance of any terms or conditions presented therein, and these Terms shall govern notwithstanding any click-through, browse-wrap, or similar acceptance mechanism. Seller shall not be deemed to waive these Terms or permit additional or different terms to modify them if it fails to otherwise object to Buyer’s documents. These Terms are incorporated by reference into every quote, purchase order acceptance, invoice, and other transactional document issued by Seller. The most current version of these Terms is available at <https://cohesivecomponents.com/terms-and-conditions> and shall govern all transactions between Buyer and Seller with respect to Goods, unless a supply or master services agreement exists between Buyer and Seller that is executed by authorized representatives of both parties (referred to herein as a “MSA”). In the event of conflict between these Terms and such MSA, the MSA shall control solely to the extent of the conflict. In the event of conflict among Seller’s documents, the order of precedence shall be: (1) any MSA, (2) these Terms, (3) Seller’s quote, and (4) Seller’s order acknowledgment. Seller reserves the right to update or modify these Terms at any time; the most current version will be available at the URL set forth above. Buyer’s placement of any order or acceptance of any Goods following such update shall constitute acceptance of the updated Terms. Buyer shall not rely on any other representation, promise, understanding, or agreement, express or implied, other than as set forth herein. Buyer is deemed to have read and understood these Terms upon placing an order. Stenographical, clerical, or other inadvertent errors in any Seller document are subject to correction.

SECTION 2: PURCHASE ORDERS.

Purchase orders provided to Seller must contain the following information: (1) legal bill to name and address; (2) unit or lot price; (3) box/unit quantity; (4) ship to or clearinghouse address for foreign shipments; (5) any extra charges including but not limited to freight, tariffs, line set up or break down fees, expedite fees, quoted tooling, and other fees; and (6) any part revision level indicating the number of times a part drawing or specification has been changed. Purchase orders that do not contain all required information shall not be deemed accepted by Seller. Seller may, but is not obligated to, notify Buyer of any deficiency. Seller’s processing of an incomplete purchase order or performance without a purchase order shall not constitute a waiver of this requirement or any other provision of these Terms, and these Terms shall govern any such transaction.

Seller lead times shall be based upon when it receives a purchase order with all required information correctly provided. Lead times only apply when Buyer is current on all payment obligations to Seller. If Buyer is not current on payment obligations, Seller may, in its sole discretion, suspend performance, extend lead times, or require prepayment before resuming production or shipment. Any changes to specifications, drawings, or revision levels after submission of a purchase order may result in adjusted pricing, lead times, or minimum order quantities, and must be confirmed in writing by an authorized representative of Seller.

Seller reserves the right to ship and invoice up to 10% more or less than the quantity specified, and such delivery shall constitute full performance of Seller’s obligations with respect to quantity. Buyer shall pay for the actual quantity delivered. In the event of limited supply or production capacity, Seller may allocate Goods among its customers in any manner it deems equitable, without liability to Buyer.

SECTION 3: PRICING, PAYMENT, AND DELIVERY.

All Goods shall be provided Ex Works Cohesive Components’ facility. Unless otherwise set forth on Seller’s website, quote, or invoice, sales, excise, use, value added, gross receipts, or similar taxes, costs of transportation, tariffs, duties, and packaging costs, or other charges which Seller may be required to pay to any governmental or regulatory body, whether for sale or delivery, are in addition to the quoted price and shall be paid by Buyer. Quote prices are binding for that quote only, and prices may be modified in the event of Seller cost increases. All invoiced amounts are due net 30 unless other terms are negotiated and agreed to in writing by an authorized representative of Seller. Seller may require advance payments or progress payments. Interest accrues on past due invoices at 18% per annum, or the maximum rate permitted by applicable law, whichever is less, from the date payment becomes due until paid in full. Notwithstanding anything to the contrary in

these Terms, in no event shall interest charged hereunder exceed the maximum rate permitted by applicable law; any interest paid in excess of such maximum rate shall be applied to amounts owed by Buyer or, if no amounts are owed, refunded to Buyer.

Seller may withhold orders if Buyer fails to timely pay or is placed on a credit hold. Buyer shall pay all court costs, attorneys' fees, and other costs incurred by Cohesive Components in collecting any amounts past due, irrespective of whether a lawsuit is filed. Seller retains a security interest in all Goods until payment in full of all amounts owed by Buyer to Seller. Buyer grants Seller the right to file financing statements to perfect such interest. Seller may set off any amounts owed by Buyer against any amounts Seller owes to Buyer. Buyer has no right of set off or deduction against any amounts owed to Seller.

All shipping and delivery dates are estimates only and are not guaranteed. Seller shall not be liable for any delay in delivery caused by events beyond Seller's reasonable control, including but not limited to acts of God, natural disasters, pandemics, labor disputes, supply chain disruptions, government actions, war, terrorism, or shortage of materials. Seller is not liable for any damages for failing to ship or deliver, unless caused by Seller's gross negligence or willful misconduct. Notwithstanding anything to the contrary in these Terms, in no event shall Seller be liable for any indirect, incidental, special, or consequential damages arising from delay in shipment or delivery, regardless of cause.

Seller reserves the right to select the carrier and method of shipment unless otherwise specified in writing by Buyer; any additional costs resulting from Buyer's requested shipping method shall be borne by Buyer. Seller may consolidate shipments, make partial shipments, and substitute Goods of equal or greater quality. No restriction on substitution shall be binding on Seller unless agreed to in a writing signed by an authorized representative of Seller. The rights and remedies provided herein are cumulative and in addition to all other remedies available to Seller at law or in equity. No exercise of any remedy shall preclude the exercise of any other remedy.

SECTION 4: TOOLING.

The tooling price or non-recurring set-up charge ("NRSUC") quoted to Buyer represents only a portion of the total tooling cost and does not convey any ownership interest in the tooling to Buyer. Title to and ownership of tooling (including dies, molds, jigs, tools, fixtures, and similar equipment) remains with Cohesive Components, unless Buyer has paid for full tooling costs and a separate written agreement signed by an authorized representative of Seller expressly transfers title to Buyer. All tooling designs, specifications, and manufacturing processes developed by Seller remain Seller's confidential and proprietary information, regardless of whether Buyer paid a tooling charge or NRSUC. Buyer shall not modify, relocate, or permit any third party to use Seller-owned tooling without Seller's prior written consent.

Seller is responsible for maintenance of Seller-owned tooling at its expense. When tooling achieves its useful production life expectancy as determined by Seller in its sole discretion, Seller shall notify Buyer, and Buyer is responsible for all costs associated with replacement tooling. Buyer's continued placement of orders following such notice shall constitute acceptance of such replacement tooling costs. Replacement tooling pricing shall be based on Seller's then-current costs and is not bound by the pricing of the original tooling. New or additional parts may require additional tooling charges, which shall be paid by Buyer.

If Seller does not receive an order from Buyer within twenty-four months utilizing Seller-owned tooling, Seller may obsolete such tooling and remove, use, or deploy it, at Seller's sole discretion, without notice to Buyer. If Buyer owns tooling stored at Seller's facility and does not place an order utilizing such tooling within twenty-four months, Seller may require Buyer to remove such tooling at Buyer's expense within thirty (30) days of written notice. If Buyer fails to remove such tooling within the notice period, Seller may dispose of it without liability to Buyer.

SECTION 5: INSPECTION, CLAIMS, AND REMEDIES.

Buyer shall inspect all Goods promptly upon receipt. Any claim for visible non-conformance, shortage, or damage must be submitted to Seller in writing within fifteen (15) business days of Buyer's receipt of the Goods, accompanied by photographic evidence and a detailed description of the alleged non-conformance. Any claim for latent defects not reasonably discoverable upon visual inspection must be submitted to Seller in writing within forty-five (45) calendar days of delivery. Failure to submit a claim within the applicable period constitutes final and irrevocable acceptance of the Goods, and Buyer waives all claims with respect to such Goods. Seller shall have no obligation to consider any claim submitted after expiration of the applicable period. In no event shall Buyer bring any claim against Seller arising from or related to the Goods more than forty-five (45) calendar days after delivery of the Goods, regardless of when the alleged defect or non-conformance was discovered or should have been discovered.

Seller confirms that the Goods will conform to Buyer's written specifications that Seller has accepted in writing, solely with respect to material composition and physical dimensions, subject to standard industry tolerances, provided the Goods are stored, handled, and maintained in accordance with Seller's guidelines or recommendations. Seller expressly disclaims all other warranties, representations, and guarantees, express or implied, including implied warranties of merchantability and fitness for a particular purpose. Seller's material or design recommendations to Buyer are for informational purposes only. Buyer shall independently test and verify all Seller recommendations and unilaterally determines feasibility. Seller makes no warranty, representation, or commitment, express or implied, with respect to any recommendation.

Buyer is solely responsible for determining the suitability and fitness of the Goods for Buyer's intended application. Seller's manufacture of Goods to Buyer's specifications does not constitute Seller's approval or endorsement of Buyer's design, application, or intended use.

Buyer is solely responsible for proper storage, handling, and use of Goods in accordance with Seller's guidelines, specifications, or recommendations. Seller's obligations under this section do not apply to Goods that have been improperly stored, handled, altered, modified, combined with other materials, or used in any manner inconsistent with Seller's guidelines or recommendations. The burden of demonstrating proper storage and handling rests with Buyer.

Seller's sole and exclusive obligation, and Buyer's sole and exclusive remedy, for any Goods that fail to conform to Buyer's written specifications accepted by Seller shall be, at Seller's sole option: (a) replacement of such non-conforming Goods; or (b) credit or refund of the purchase price paid for such non-conforming Goods, or a portion thereof, at Seller's sole discretion. Non-conforming Goods shall not include any Goods subject to any problem or deficiency in design. Buyer shall return non-conforming Goods to Seller at Buyer's expense unless Seller instructs Buyer otherwise in writing. Seller shall ship replacement Goods at Seller's expense upon receipt of the returned non-conforming Goods or verified tracking information confirming shipment of the return, whichever occurs first. If Buyer fails to return non-conforming Goods within thirty (30) days of Seller's confirmation of the claim, Buyer's claim shall be deemed withdrawn and Buyer waives any remedy under this section.

No returns, exchanges, or credits are permitted except as expressly provided in this section. Seller does not accept returns for convenience, change of mind, over-ordering, or any reason other than verified non-conformance with Buyer's written specifications accepted by Seller.

Buyer is solely responsible for all risk of loss incurred during shipment, and Seller has no responsibility for loss, damage, or breakage in transit. All such claims shall be solely resolved between Buyer and carriers, and Buyer shall look exclusively to carriers for such claims. Buyer should obtain insurance covering loss during transportation of Goods in the event that carrier cannot fully satisfy Buyer's loss. Seller does not declare shipment values or purchase shipping insurance unless Buyer specifically requests such coverage in its purchase order and agrees to pay the additional cost. Buyer acknowledges that carrier liability is limited to the carrier's standard coverage absent such a request, and Buyer assumes all risk of loss in excess of such standard coverage.

In no event shall Seller be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to lost profits, business interruption, property damage, personal injury, bodily harm, or death, arising from or related to the Goods, their use, misuse, installation, or application, regardless of the theory of liability. Goods may be utilized in

inherently dangerous applications. Buyer's use of Goods is at its sole and exclusive risk.

To the extent Goods incorporate materials or components manufactured by third parties, Seller makes no representation or commitment of any kind with respect to such third-party materials or components. Seller shall, upon Buyer's request, use commercially reasonable efforts to assign or pass through to Buyer any applicable third-party manufacturer warranties, but Seller assumes no liability for the performance, quality, or suitability of third-party materials or components.

Seller's obligations under this section are personal to Buyer and are not transferable or assignable by Buyer to any third party without Seller's prior written consent.

Buyer shall indemnify, defend, and hold harmless Seller, its affiliates, subsidiaries, officers, directors, employees, and agents from and against any and all claims, demands, actions, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees and litigation costs) arising from or related to: (a) Buyer's use, misuse, installation, application, or resale of the Goods; (b) Buyer's failure to follow Seller's guidelines, specifications, or recommendations; (c) any modification or alteration of the Goods by Buyer or any third party; (d) any representation made by Buyer to third parties regarding the Goods' performance, suitability, or fitness for any purpose; or (e) any claim by a third party arising from the Goods, except to the extent caused by Seller's willful misconduct. Buyer's indemnification obligations include the obligation to advance defense costs to Seller as incurred, upon written request accompanied by reasonable documentation of such costs. Buyer's obligation to advance costs is independent of the ultimate determination of indemnification liability.

SECTION 6: SAMPLES.

Any samples, prototypes, or parts or components not in regular production (collectively "Samples") provided by Seller are solely for evaluation and development purposes. Samples contain Seller's confidential and proprietary information and shall not be used by Buyer other than in the course of business with Seller, nor disclosed to any third party without Seller's prior written consent. Seller makes no commitment of any kind concerning Samples, including but not limited to material composition, physical dimensions, performance, or fitness for any purpose. Samples are provided on an "as-is" basis, and the inspection, claims, remedies, and conformance provisions set forth elsewhere in these Terms do not apply to Samples. Buyer shall not rely on Samples as representative of production Goods. Any production order based on Samples shall be governed by Buyer's written specifications accepted by Seller in writing in accordance with these Terms.

SECTION 7: ORDER CHANGES AND CANCELLATION.

Orders accepted by Seller are not subject to change or

cancellation by Buyer, except with Seller's prior written consent, which shall be at Seller's sole discretion. If Seller consents to a change or cancellation, Buyer shall be responsible for all costs and expenses incurred by Seller, including but not limited to: (a) the full price of all completed Goods; (b) cost plus a pro-rata profit for all Goods in process; (c) Seller's actual cost for raw materials purchased or committed for the order that cannot be returned or redeployed; (d) any tooling, set-up, or engineering costs incurred; and (e) a cancellation fee of fifteen percent (15%) of the total order value, or such other amount as Seller determines in its sole discretion.

Seller's consent to any change or cancellation shall not constitute a waiver of Seller's right to recover the foregoing costs. Changes to specifications, quantities, or delivery schedules requested by Buyer after order acceptance may result in adjusted pricing and lead times, which must be confirmed in writing by an authorized representative of Seller.

SECTION 8: DISCONTINUATION AND OBSOLESCENCE.

Seller reserves the right to discontinue the manufacture of any Goods upon sixty (60) days' advance written notice to Buyer. Upon receipt of a discontinuation notice, Buyer shall have thirty (30) days to submit a final purchase order ("Last-Time Buy") for such Goods. After expiration of the Last-Time Buy period, Seller shall have no obligation to manufacture, sell, or support such Goods. Seller shall fulfill any Last-Time Buy order at Seller's then-current pricing and lead times.

For any Goods not ordered by Buyer through a bona fide commercial order for a period of twelve (12) consecutive months, Seller may require an engineering change notice or revalidation to be completed prior to resuming manufacture or sale. All costs associated with such engineering change notice or revalidation, including but not limited to testing, inspection, and recertification, shall be borne by Buyer. If Buyer declines or fails to authorize the engineering change notice or revalidation within thirty (30) days of Seller's request, Seller may treat the Goods as discontinued.

Goods not ordered by Buyer through a bona fide commercial order for a period of twenty-four (24) consecutive months shall be deemed automatically obsolete without notice to Buyer, including all associated inventory, raw materials, and work in progress. Upon obsolescence, Buyer is responsible for all costs associated with such obsolescence, including but not limited to: (a) the purchase of all raw materials, work in progress, and finished inventory at Seller's cost plus a pro-rata profit; (b) any disposal, storage, or handling costs; and (c) any minimum purchase commitments or third-party obligations incurred by Seller on Buyer's behalf. Seller shall invoice Buyer for such costs and payment shall be due in accordance with the payment terms set forth in these Terms. Obsolescence of tooling shall be governed by the tooling provisions set forth elsewhere in these Terms.

For purposes of this section, only orders that Seller determines

in its sole discretion to constitute bona fide commercial orders shall reset the applicable twelve (12) or twenty-four (24) month period. Orders that Seller reasonably determines are placed solely to avoid discontinuation or obsolescence shall not reset such periods.

SECTION 9: LIMITATION OF LIABILITY.

Seller's total aggregate liability to Buyer arising from or related to any order, whether based on contract, strict liability, tort, or any other theory, shall not exceed the purchase price paid by Buyer for the specific Goods giving rise to the claim. This limitation applies to all claims arising from a single order collectively, not per claim.

Without limiting the generality of the foregoing, and in addition to the limitations set forth in the inspection, claims, and remedies provisions of these Terms, Seller shall not be liable for any indirect, special, incidental, consequential, or punitive damages of any kind, however characterized, including but not limited to lost revenue or profits, business interruption, installation costs, costs of effecting cover, loss of goodwill, property damage, personal injury, bodily harm, or death, or any other damage, loss, or expense claimed to result from the purchase, use, or non-delivery of any Goods, regardless of whether Seller has been advised of the possibility of such damages.

SECTION 10: GOVERNING LAW AND DISPUTE RESOLUTION.

These Terms and all transactions between Buyer and Seller shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to its conflict-of-law principles or those of any other jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded and shall not apply.

Any dispute arising from or related to these Terms or the Goods shall be brought exclusively in the state or federal courts located in Hamilton County, Ohio. Buyer and Seller irrevocably consent to the exclusive jurisdiction and venue of such courts and waive any objection based on inconvenient forum or lack of jurisdiction.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BUYER AND SELLER EACH WAIVE THE RIGHT TO A JURY TRIAL IN ANY ACTION OR PROCEEDING ARISING FROM OR RELATED TO THESE TERMS OR THE GOODS.

In any action or proceeding arising from or related to these Terms, the prevailing party shall be entitled to recover its reasonable attorneys' fees, court costs, and other litigation expenses from the non-prevailing party.

SECTION 11: FORCE MAJEURE.

Seller reserves the right to cancel, delay, or modify any order

without liability in the event of circumstances beyond Seller's reasonable control, including but not limited to fire, flood, earthquake, natural disaster, pandemic, epidemic, accident, strike, lockout, labor shortage or dispute, inability to obtain raw materials, equipment, or transportation, supply chain disruption, cyberattack, acts of God, acts of government (including sanctions, embargoes, export restrictions, or regulatory changes), war, terrorism, sabotage, civil unrest, or any similar event. In the event of such circumstances, Seller shall allocate available production capacity and inventory among its customers in any manner it deems equitable, without liability to Buyer. This provision is in addition to, and does not limit, the delivery delay provisions set forth elsewhere in these Terms.

SECTION 12: ASSIGNMENT.

No order or any rights or obligations under these Terms may be assigned or delegated by Buyer without Seller's prior written consent, which may be withheld in Seller's sole discretion. Any purported assignment without such consent shall be void. Seller may freely assign these Terms or any order, in whole or in part, to any affiliate, subsidiary, or successor in connection with a merger, acquisition, reorganization, or sale of all or substantially all of Seller's assets, without Buyer's consent.

SECTION 13: INTELLECTUAL PROPERTY AND CONFIDENTIALITY.

All intellectual property rights in the Goods, including but not limited to patents, trade secrets, proprietary processes, designs, formulations, and manufacturing know-how, remain the sole property of Seller or its licensors. Nothing in these Terms grants Buyer any license, right, or interest in Seller's intellectual property, except the limited right to use the Goods for their intended purpose. Buyer shall not reverse engineer, decompile, or otherwise attempt to derive the composition, manufacturing process, or design of any Goods without Seller's prior written consent.

SECTION 14: EXPORT COMPLIANCE AND ANTI-CORRUPTION.

Goods sold under these Terms may be subject to U.S. export control laws and regulations, including but not limited to the International Traffic in Arms Regulations (ITAR, 22 CFR Parts 120-130), the Export Administration Regulations (EAR, 15 CFR Parts 730-774), the Arms Export Control Act (22 U.S.C. § 2751 et seq.), and the sanctions programs administered by the U.S. Department of the Treasury, Office of Foreign Assets Control (OFAC). Goods may not be exported, re-exported, transferred, or disclosed to any foreign person, entity, or country, whether in the United States or abroad, without all required U.S. Government authorizations.

If applicable, Buyer shall comply with ITAR § 122.1 registration requirements. Goods may include items on the U.S. Munitions List (USML) or the Commerce Control List

(CCL). It is Buyer's sole responsibility to determine the export classification of the Goods, identify all applicable export control and sanctions requirements, and obtain all necessary authorizations, licenses, or approvals prior to any export, re-export, transfer, or disclosure.

Buyer represents and warrants that it is not located in, owned or controlled by, or acting on behalf of any person, entity, or country that is the target of U.S. economic sanctions or trade embargoes. Buyer shall not directly or indirectly export, re-export, divert, or transfer the Goods to any sanctioned or embargoed destination, entity, or person. Buyer represents that it will comply with all applicable anti-corruption laws, including but not limited to the U.S. Foreign Corrupt Practices Act (15 U.S.C. § 78dd-1 et seq.) and the UK Bribery Act 2010. Buyer shall not make or offer any payment or anything of value to any government official, political party, or public international organization in connection with the Goods or these Terms.

Seller may, at any time, require Buyer to provide end-use certificates, export classification information, or other documentation to verify compliance with this section. Buyer shall provide such documentation promptly upon request.

In the event of any actual or suspected violation of this section by Buyer, Seller may immediately suspend or cancel any order without liability and pursue all available remedies at law or in equity. Buyer shall indemnify, defend, and hold harmless Seller from and against any and all claims, penalties, fines, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising from or related to Buyer's violation of any applicable export control law, sanctions program, anti-corruption law, or this section.

SECTION 15: REGULATORY COMPLIANCE.

Seller shall use commercially reasonable efforts to comply with applicable provisions of the Toxic Substances Control Act (TSCA, 15 U.S.C. § 2601 et seq.) with respect to the manufacture of Goods. Buyer is solely responsible for determining whether the Goods comply with any chemical substance restrictions, registration requirements, or reporting obligations applicable to Buyer's specific use, application, or jurisdiction, including but not limited to TSCA, the European Union's Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) regulation, and the Restriction of Hazardous Substances Directive (RoHS). Seller makes no representation that the Goods comply with any such requirements beyond those expressly confirmed in writing by Seller. Buyer is solely responsible for compliance with all federal, state, and local laws, regulations, and ordinances applicable to Buyer's purchase, use, resale, or distribution of the Goods, including but not limited to product labeling, chemical disclosure, and consumer warning requirements.

Without limiting the foregoing, Buyer shall comply with

California's Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65, Cal. Health & Safety Code § 25249.5 et seq.) and all implementing regulations when Buyer sells or distributes Goods to California customers or end users. Buyer is solely responsible for providing all required clear and reasonable warnings to customers and end users prior to exposing them to Goods that contain chemicals known to the State of California to cause cancer or reproductive harm. Seller's provision of Goods to Buyer does not constitute Seller's determination that the Goods do or do not require a Proposition 65 warning; Buyer shall make that determination independently.

Buyer shall indemnify, defend, and hold harmless Seller from and against any and all claims, suits, actions, judgments, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees, litigation costs, and defense costs) arising from or related to: (a) any Proposition 65 claim related to the Goods; or (b) Buyer's failure to comply with any applicable law, regulation, or ordinance governing the Goods. This indemnification is in addition to, and does not limit, Buyer's indemnification obligations set forth elsewhere in these Terms.

SECTION 16: NOTICES.

All notices required or permitted under these Terms shall be in writing and shall be deemed given when: (a) delivered personally; (b) sent by email to the address provided by the receiving party, upon confirmation of receipt or, if no confirmation, one (1) business day after sending; (c) sent by nationally recognized overnight courier, one (1) business day after deposit; or (d) sent by certified or registered mail, return receipt requested, three (3) business days after mailing.

Notices to Seller shall be directed to the attention of Cohesive Components, LLC at 6156 Wesselman Road, Cincinnati, OH 45248 and notices@cohesivecomponents.com. Notices to Buyer shall be sent to the address or email provided on Buyer's most recent purchase order or as otherwise provided in writing by Buyer.

Either party may update its notice information by providing

written notice to the other party in accordance with this section.

SECTION 17: GENERAL PROVISIONS.

Either party's failure to exercise any right provided by these Terms shall not be deemed a waiver unless set forth in a writing signed by an authorized representative of such party. No waiver shall be construed as a continuing waiver or as a waiver of any other right or remedy.

For purposes of these Terms, a "signed writing" means a document bearing the handwritten or electronic signature of an authorized representative of the applicable party, executed with the intent to authenticate the document. Emails exchanged between the parties, including those containing signature blocks, shall not constitute a signed writing, nor shall they be deemed to modify, amend, or waive any provision of these Terms.

The invalidity, in whole or in part, of any provision of these Terms shall not affect the validity or enforceability of the remaining provisions. In the event any provision is held invalid or unenforceable, a suitable and equitable provision shall be substituted to carry out the intent and purpose of the original provision to the fullest extent permitted by applicable law.

These Terms are for the sole benefit of Buyer and Seller and do not confer any rights or remedies upon any third party.

Section headings are for convenience of reference only and shall not affect the interpretation of these Terms.

The following provisions shall survive termination, cancellation, or expiration of any order or the business relationship between Buyer and Seller: limitations of liability, indemnification, intellectual property and confidentiality, tooling ownership, export compliance, regulatory compliance, Buyer's representations, payment obligations (including interest on past due amounts), the inspection and claims procedures (to the extent claims arose prior to termination), governing law, jurisdiction, and jury trial waiver, and any other provision that by its nature or intent is meant to survive.