

FALCO ELECTRONICS
GENERAL TERMS AND CONDITIONS FOR THE SALE OF GOODS
UPDATED SEPTEMBER 1, 2025

1. Applicability.

- (a) These terms and conditions of sale ("**Terms**") are the only terms which govern the sale of the Goods by companies doing business as Falco Electronics (Falco Limited and all Affiliates, Subsidiaries, and Licensees) ("**Seller**" or "**Falco**") to the buyer identified as "bill to" in the purchase order acknowledgement sent by Seller ("**Buyer**") and its Affiliates and Subsidiaries. Herein referred to individually as a "Party" and collectively as the "Parties."
- (b) The accompanying purchase order acknowledgement (the "**Acknowledgement**") and these Terms (collectively, this "**Agreement**") comprise the entire agreement between the Parties and the terms and conditions set forth herein shall be applicable to all Purchase Orders from Buyer of Falco's Goods and shall supersede all printed terms and conditions set forth in any Purchase Order issued by the Buyer. **FALCO HEREBY OBJECTS TO ANY TERMS AND CONDITIONS APPEARING IN BUYER'S PURCHASE ORDER WHICH MODIFY, CONTRADICT, OR ARE IN ADDITION TO THE TERMS AND CONDITIONS HEREIN. BUYER ACKNOWLEDGES THAT ITS ACCEPTANCE OF GOODS FROM FALCO IS EXPRESSLY LIMITED TO THE TERMS CONTAINED HEREIN AND BUYER AGREES THAT ANY OTHER TERMS, CONDITIONS OR SUPPLIED BY BUYER, INCLUDING ANY STATEMENT THAT PURPORTS TO REJECT ADDITIONAL OR VARYING TERMS OF THIS ACKNOWLEDGEMENT, OR WHICH LIMIT ACCEPTANCE TO THE TERMS CONTAINED IN ANY BUYER'S PURCHASE ORDER ARE NULL AND VOID AND OF NO FORCE AND EFFECT TO THE SALE OF FALCO'S GOODS TO BUYER. FULFILLMENT OF BUYER'S ORDER DOES NOT CONSTITUTE ACCEPTANCE OF ANY OF BUYER'S TERMS AND CONDITIONS AND DOES NOT SERVE TO MODIFY OR AMEND THIS AGREEMENT.**
- (c) Notwithstanding anything herein to the contrary, if a written contract signed by both Parties is in existence covering the sale of the Goods covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.

2. Definitions.

- (a) "Affiliate" means an entity that (i) is controlled directly or indirectly a Party; (ii) controls a Party directly or indirectly; or (iii) is under common control with a Party. "Control" for this purpose shall mean having a fifty percent (50%) or greater interest in the issued share capital of the other entity.
- (b) "EMS" shall mean a company that designs, manufactures, tests, ships, and/or repairs electronic parts or assemblies for OEMs. Additionally, an EMS provider may also offer product development, software design assistance, supply chain management, and other value-added services.
- (c) "Falco Electronics" shall mean Falco Limited and its subsidiaries, affiliates, and licensees.
- (d) "Finished Good(s)" shall mean products that have passed or completed the manufacturing process but are not yet sold or distributed to the final consumer.
- (e) "Products" and "Goods" shall mean all goods, parts, products, deliverables, items, or services provided by Seller to Buyer pursuant to a Purchase Order and/or Agreement, which incorporates these General Terms and Conditions for the Sale of Goods.
- (f) "Purchase Order" and "Order" shall mean the ordering document, whether in electronic or paper form, used by Buyer to order Goods from Falco.
- (g) "Subsidiary" shall mean any entity owned and/or controlled, either directly or indirectly, by a Party.
- (h) "Licensee" of Falco Limited shall mean any entity that is a party to a fully executed and active Licensing Agreement, or similar contract, with Falco Limited.
- (i) "Line Down" shall mean any suspension, change, or pushout by Seller that causes a shutdown of a manufacturing line within six (6) weeks of the date of delivery on the purchase order.
- (j) "Mix Change" shall mean the substitution of a given quantity of Products that appear in one forecast or Purchase Order with an equal quantity of different Products in a subsequent forecast or Purchase Order.

3. Delivery.

- (a) The goods will be delivered within a reasonable time after the receipt of Buyer's Order. Seller shall not be liable for any delays, loss or damage in transit.
- (b) Unless otherwise agreed in writing by the parties, Seller shall deliver the Goods to the "ship to" address indicated on the Acknowledgement (the "Delivery Point") using Seller's standard methods for packaging and shipping such Goods. Buyer shall take delivery of the Goods within three (3) days of Seller's written notice that the Goods have been delivered to the Delivery Point. Buyer shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the Goods at the Delivery Point.
- (c) Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's Order.

- (d) If for any reason Buyer fails to accept delivery of any of the Goods on the date fixed pursuant to Seller's notice that the Goods have been delivered at the Delivery Point, or if Seller is unable to deliver the Goods at the Delivery Point on such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Goods shall pass to Buyer; (ii) the Goods shall be deemed to have been delivered; and (iii) Seller, at its option, may store the Goods until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance). Notwithstanding the foregoing, for any order quoted by Buyer as EXW, the goods shall be automatically invoiced two (2) weeks from the date of completion if the Buyer fails to obtain the Goods.

4. Non-Delivery.

- (a) The quantity of any installment of Goods as recorded by Seller on dispatch from Seller's place of business is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence proving the contrary.
- (b) The Seller shall not be liable for any non-delivery of Goods unless Buyer gives written notice to Seller of the non-delivery within three (3) days of the date when the Goods would in the ordinary course of events have been received.
- (c) Any liability of Seller for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or adjusting the invoice of such Goods to reflect the actual quantity delivered.

5. Quantity. If Seller delivers to Buyer a quantity of Goods of up to five percent (5%) more or less than the quantity set forth in the Acknowledgement, Buyer shall not be entitled to object to or reject the Goods or any portion of them by reason of the surplus or shortfall and shall pay for such Goods the price set forth in the Sales Confirmation, adjusted pro rata.

6. Shipping Terms. Seller shall make delivery in accordance with the terms on the face of the Acknowledgement. Falco is not responsible for any duties, taxes, customs fees, or other charges that may be incurred in connection with the importation of goods into the Buyer's country or final delivery destination. **Buyer is solely responsible for all import duties and taxes**, and for ensuring compliance with local import laws and regulations.

7. Title and Risk of Loss. Title and risk of loss passes to Buyer as per the Incoterms stated on the Acknowledgement. As collateral security for the payment of the purchase price of the Goods, Seller reserves all right, title, and interest in the Goods, wherever located, until full payment is received by Seller from Buyer.

8. Inspection and Rejection of Nonconforming Goods.

- (a) Buyer shall inspect the Goods within fifteen (15) days of receipt ("Inspection Period"). Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by Seller. "Nonconforming Goods" means only the following: (i) Product shipped is different than identified in Buyer's Order; or (ii) product's label or packaging incorrectly identifies its contents.
- (b) If Buyer timely notifies Seller of any Nonconforming Goods, Seller shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit or refund the Price for such Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall ship the Nonconforming Goods to Seller's facility of origin. If Seller exercises its option to replace Nonconforming Goods, Seller shall, after receiving Buyer's shipment of Nonconforming Goods, ship to Buyer the replacement Goods to the Delivery Point.
- (c) Buyer acknowledges and agrees that the remedies set forth in Section 8(b) are Buyer's exclusive remedies for the delivery of Nonconforming Goods. Except as provided under Section 8(b), all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under this Agreement to Seller.

9. Price.

- (a) Buyer shall purchase the Goods from Seller at the price(s) (the "Price(s)") set forth in Seller's last bona fide quote to Buyer.
- (b) All Prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by Buyer. Except as otherwise agreed by the Parties and unless prohibited by statute, Buyer shall be responsible for all such charges, costs and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personnel or real or personal property or other assets.

10. Payment Terms.

- (a) Buyer shall pay all invoiced amounts due to Seller and shall make all payments hereunder per the payment terms in the Acknowledgement.
- (b) Buyer shall pay interest on all late payments at the lesser of the rate of one and a half percent (1.5%) per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Goods if Buyer fails to pay any amounts when due hereunder and such failure continues for fifteen (15) days following written notice thereof.

- (c) Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy or otherwise.
11. **Tooling.** Unless otherwise specified in an Order or written agreement between the Parties, all tooling will be furnished and maintained by Seller. As such, title to all tooling furnished and maintained by Seller shall be with the Seller.
12. **Changes.** Buyer may make changes to an Order from time to time by notifying Seller in writing; such changes must be accepted in writing by Seller. However, Buyer shall not make any changes four (4) to six (6) weeks from the date of delivery on the Purchase Order. If any such permissible change(s) causes an increase in the cost of and/or time required for performance of the Order, an equitable adjustment shall be made in the Price or delivery schedule or both, which shall be agreed to in writing by the Parties.
- (a) **Design Change.** If Buyer makes any change(s) or revision(s) to the design of Product(s), Buyer shall be liable for any material access and additional costs borne by Seller that results from such change(s) or revision(s).
- (b) **Mix Changes.** Notwithstanding the foregoing, a Mix Change, as defined in Section 2 hereto, will be permitted only for those part numbers that make up at least eighty percent (80%) of the raw material listed in the common bill of materials. Buyer shall not request a Mix Change during the three (3) weeks prior to production of the Products and once the Finished Goods are manufactured. If a Mix Change is requested by Buyer during the permitted timeframe, part numbers that are mixed shall be manufactured on the same production line and must be part of the same family of products. Buyer shall be responsible for any excess of material or Product generated by a Mix Change request and any other costs born by Seller to accommodate any such Mix Change request by Buyer.
13. **Cancellation and Suspension of Work.**
- (a) **Premise.** Seller manufactures and produces highly customized products designed to suit a client's specifications. The Products are custom-made and cannot be sold to or reused for any of Seller's other clients. By doing business with Seller, Buyer agrees and accepts that Seller acts as an EMS as defined herein and has no mitigation options for cancelled orders.
- Except for items quoted by Seller as non-cancellable and/or non-returnable ("NCRE"), Buyer may terminate a purchase order in whole or in part only by written notice to Seller.
- (b) **Cancellation.** Buyer shall only cancel an Order by written notice to Seller within a reasonable time from receipt of the Order, but no later than twelve (12) weeks from the date of delivery of the Order.
- If an Order is cancelled by Buyer pursuant to this section, Buyer shall be liable for all related costs and expenses Seller incurred in the performance of the Order as of the date of the written notice of cancellation, including, but not limited to, finished products, works-in-process, raw materials fabricated or procured by Seller in order to produce the Goods (including but not limited to in-house raw material, in transit raw material and raw material purchased with a non-cancellable Purchase Order to Seller's vendor), and any associated Line Down costs and expenses. Once raw material is paid for and purchased by Buyer, Buyer may ask Seller to store its purchased raw material at Seller's location for a reasonable period and for fees agreed to by the Parties in writing.
- (c) **Suspension.** Buyer shall only suspend an Order by written notice to Seller and the suspension shall only be for a reasonable amount of time, but not longer than twelve (12) weeks after the suspension is initiated by Buyer.
- If an Order is suspended by Buyer pursuant to this section, the confirmed delivery schedule for the following eight (8) weeks from the date of the written notice of suspension shall remain unchanged. An equitable adjustment shall be made for an increase in the time and cost for performing under the Order necessarily caused by such suspension, and the Order shall be modified in writing accordingly.
- If the suspension, push out, or reschedule of an Order exceeds thirty (30) consecutive days and/or if Buyer attempts more than one suspension, push out, or reschedule for the same Order, the Seller may terminate this Agreement with immediate effect upon written notice to Buyer. Any suspension, push out, or reschedule lasting longer than thirty (30) consecutive days shall be treated as a cancelled Order and the terms of Section 13(b) shall apply. If the raw material purchased by Buyer is later used, Supplier shall issue Buyer a credit note for the amount of raw material consumed by Seller that was purchased by Buyer. Any excess of raw material procured by Seller as a result of a cancellation or suspension by Buyer will be charged to Buyer with a 15% mark up.
- (d) **Line Down.** If the suspension, push out, or reschedule of an Order occurs within six (6) weeks of the date of delivery on the Order, the suspension will be deemed a Line Down as defined herein. Any and all Line Down costs, expenses, or fees incurred by Seller as a result of any cancellation, suspension and/or cancellation of an Order shall be solely the responsibility of the Buyer.
- (e) **NCRE.** This section does not apply to items quoted by Seller in writing as non-cancellable and/or non-returnable ("NCRE"). NCRE items shall not be cancelled, suspended, pushed out, or rescheduled for any reason.
14. **Limited Warranty.**
- (a) Seller warrants to Buyer that for a period of twenty-four (24) months from the date of shipment of the Goods ("Warranty Period"), that such Goods will materially conform to Buyer's published specifications in effect as of the date of manufacture and will be free from material defects in material and workmanship.

- (b) **EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 14(A), SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; OR (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.**
 - (c) Products manufactured by a third party ("Third Party Product") may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Goods. Third Party Products are not covered by the warranty in Section 14(a).
 - (d) The Seller shall not be liable for a breach of the warranty set forth in Section 14(a) unless: (i) Buyer gives written notice of the defect, reasonably described, to Seller within five (5) days of the time when Buyer discovers or ought to have discovered the defect; (ii) Seller is given a reasonable opportunity after receiving the notice to examine such Goods and Buyer (if requested to do so by Seller) returns such Goods to Seller's place of business at Seller's cost for the examination to take place there; and (iii) Seller reasonably verifies Buyer's claim that the Goods are defective.
 - (e) The Seller shall not be liable for a breach of the warranty set forth in Section 14(a) if: (i) Buyer makes any further use of such Goods after giving such notice; (ii) the defect arises because Buyer failed to follow Seller's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods; or (iii) Buyer alters or repairs such Goods without the prior written consent of Seller.
 - (f) Subject to Section 14(d) and Section 14(e) above, with respect to any such Goods during the Warranty Period, Seller shall, in its sole discretion, either: (i) repair or replace such Goods (or the defective part) or (ii) credit or refund the price of such Goods at the pro rata contract rate provided that, if Seller so requests, Buyer shall, at Seller's expense, return such Goods to Seller.
 - (g) **THE REMEDIES SET FORTH IN SECTION 14(F) SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 14(A).**
15. **Buyer Indemnification.** When Seller manufactures goods to Buyer's specifications, Buyer shall indemnify Seller from, and defend and hold Seller harmless from and against, any Losses suffered, incurred or sustained by Seller or to which Seller becomes subject, resulting from, arising out of or relating to any claim: (i) that the Goods infringe upon the proprietary or other rights of any third party (except as may have been caused by a modification by Seller); and (ii) of loss or damage resulting from the Goods and the use thereof.
16. **Limitation of Liability.**
- (a) **IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**
 - (b) **IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED 2 TIMES THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS SOLD HEREUNDER.**
 - (c) The limitation of liability set forth in Section 16(b) above shall not apply to (i) liability resulting from Seller's gross negligence or willful misconduct and (ii) death or bodily injury resulting from Seller's acts or omissions.
17. **Compliance with Law.** Buyer shall comply with all applicable laws, regulations and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement. Buyer shall comply with all export and import laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by Buyer. Unless agreed to otherwise by the Parties, Buyer assumes all responsibility for shipments of Goods requiring any government import clearance and shall be responsible for obtaining any permits, licenses or other government authorization(s) that are necessary for the import and export of Goods into the designated country of importation specified by Buyer. Seller may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on the Goods.
18. **Amendment and Modification.** These Terms may only be amended or modified in a writing which specifically states that it amends these Terms and is signed by an authorized representative of each Party.
19. **Termination.** In addition to any remedies that may be provided under these Terms, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Agreement and such failure continues for thirty (30) days after Buyer's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.
20. **Waiver.** No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single

or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

21. **Confidential Information.** All non-public, confidential or proprietary information of Seller, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Buyer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party. This section shall survive the termination of any Order and/or this Agreement.
22. **Force Majeure.** No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Buyer to make payments to Seller hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, OTHER POTENTIAL DISASTER(S) OR CATASTROPHE(S), SUCH AS EPIDEMICS OR PANDEMICS, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; and (f) national or regional emergency; and (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (h) shortage of adequate power or transportation facilities; and (i) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within five (5) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of thirty (30) consecutive days following written notice given by it under this Section 22, the other party may thereafter terminate this Agreement upon fifteen (15) days written notice.
23. **Assignment.** Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.
24. **Relationship of the Parties.** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
25. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.
26. **Governing Law and Submission to Jurisdiction.** The interpretation and enforcement of these Terms are governed by the laws of the following:
 - (a) If the Acknowledgement is issued by Seller's entity in Mexico, all matters arising out of or relating to this Agreement is governed by and construed in accordance with the laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Florida. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Florida in each case located in the City of Miami and County of Miami-Dade, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.
 - (b) If the Acknowledgement is issued by Seller's entity outside of Mexico (such as but not limited to Europe, India, China or Hong Kong), all matters arising out of or relating to this Agreement is governed by and construed in accordance with the laws of Hong Kong without giving effect to any choice or conflict of law provision or rule (whether of Hong Kong or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of Hong Kong. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in Hong Kong, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.
 - (c) Buyer irrevocably waives and agrees not to raise any objection it might now or hereafter have to any such claim or proceeding in any such court, including any objection that the place where such court is located is an inconvenient forum or that there is any other claim or proceeding in any other place relating in whole or in part to the same subject matter.
27. **Notices.** All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Acknowledgement or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

28. **Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
29. **Survival.** Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions Compliance with Laws, Confidential Information, Governing Law, Submission to Jurisdiction, and Survival.