

SPX CORPORATION
TERMS AND CONDITIONS OF PURCHASE
(05/27/2010 version)

1. ACCEPTANCE.

1.1. Seller agrees to be bound by and to comply with all terms set forth herein and in the purchase order to which these terms are attached or referenced therein and are expressly incorporated by reference (collectively, the “Order”), including any amendments, supplements, specifications and other documents referred to in the Order. Any reference on the face of the Order to any bid, proposal, or offer of sale is deemed to be limited to the description of the goods and shall not effect or modify these terms and conditions. Seller’s acceptance of the Order shall occur upon the earlier of: (a) Seller’s signing and returning the acknowledgment copy of the Order, or (b) Seller’s commencement of manufacturing or shipment of goods or performance of services under the Order and shall be deemed acceptance of the Order.

1.2. The terms set forth in the Order take precedence over any alternative terms in any other document connected with this transaction unless such alternative terms are: (a) part of a written supply agreement (“Supply Agreement”), which has been negotiated between the parties and which the parties have expressly agreed may override these terms in the event of a conflict and/or (b) set forth on the face of the Order to which these terms are attached or reference therein. Trade usage and course of dealing or performance shall not be employed to vary, explain or supplement these terms and conditions.

2. DELIVERY.

2.1. Time is of the essence of the Order. Delivery shall not be deemed complete until goods have been actually received and accepted by Buyer, notwithstanding any agreement to pay freight or other related charges. Seller will promptly notify Buyer in writing if Seller anticipates difficulty in complying with a required delivery date and will use all commercially reasonable efforts to meet the required delivery date. Buyer may, at its discretion, deem goods delivered outside of the delivery schedule to be nonconforming and may either return such goods to Seller, at Seller’s expense and risk, for full credit; agree to a revised delivery schedule; or cancel the Order or remainder thereof without liability, purchase the goods elsewhere, and charge Seller with any loss incurred through Seller’s failure to meet the delivery schedule. Acceptance by Buyer of a later delivery of either the whole or part of the Order shall not constitute a waiver of Buyer’s claim for any damage which the late delivery may have caused.

2.2. Seller shall suitably pack, mark and ship the goods in accordance with the instructions of Buyer and the requirements of the carrier transporting the goods and shall assure delivery free of damage and deterioration. Buyer shall not be charged for packing, marking or shipping unless separately itemized on the face of the Order. Buyer’s Order number must appear on the container, the packing list, invoice and correspondence relating to the purchase order. Two copies of the packing list (which provides the quantity and description of the goods contained therein) shall be placed within the container.

2.3. Unless otherwise stated by Buyer on the face of the Order, for US shipments: (a) Seller shall arrange for freight pursuant to Buyer’s instructions; (b) Buyer shall pay for freight on a collect basis; and (c) title to and risk of loss for all goods shall remain with Seller until delivery of the goods to Buyer’s facility or such other destination specified by Buyer. Unless otherwise stated by Buyer on the face of the Order, for international shipments, delivery of goods shall be made FOB named port in accordance with Incoterms 2000.

3. PRICING; PAYMENT.

3.1. Unless otherwise stated by Buyer on the face of the Order, all prices are: (a) firm and not subject to increase or additional charges during the period of the Order; (b) in U.S. dollars; and (c) inclusive of all duty, and taxes other than sales or use taxes Seller is required by law to collect from Buyer. Such sales or use taxes shall not be included in Seller’s invoice if the Buyer indicates that the goods or services ordered are exempt from such taxes. Applicable taxes shall be separately stated on Seller’s invoice.

3.2. Seller shall deliver duplicate invoices to Buyer immediately upon shipment of goods or completion of services. Unless otherwise provided elsewhere in the Order, payment will be: (a) net 90 days from the date of Seller’s invoice; or (b) upon receipt of the goods or services, if later.

4. INVENTORY. Seller shall not anticipate delivery, however, by purchasing materials or manufacturing goods

in excess of what is reasonably required to meet Buyer's delivery schedule.

5. INSPECTION AND REMEDIES.

5.1. Buyer (or Buyer's customer, including any governmental agency) shall have the right, but not the obligation, to inspect goods and services at times and places designated by Buyer before, during or after delivery or performance. If an inspection takes place at the premises of Seller or its suppliers, Seller shall provide, at Seller's expense, all reasonable facilities and assistance to such inspectors. Seller shall maintain a test and inspection system acceptable to Buyer.

5.2. If Buyer determines that any goods provided or services performed under the Order are defective or fail to conform to the requirements of the Order (including Seller's warranties and covenants under these terms and conditions), Buyer may reject or revoke acceptance of such goods or services and may: (i) terminate all or any part of the Order (as provided hereunder); (ii) repair such goods at Seller's expense; (iii) return such goods to Seller for repair or replacement by Seller (at Seller's risk of loss and expense of unpacking, examining, repacking, and reshipping); or (iv) retain such goods or services at an adjusted price. These remedies are in addition to any other remedies provided hereunder, at law, or in equity.

6. WARRANTY.

6.2. If any of the goods and/or services are found to be defective or otherwise not in conformity with the warranties in this Section during the warranty period, then, Buyer, in addition to any other rights, remedies and choices it may have by law, contract or at equity, and in addition to seeking recovery of any and all damages and costs emanating therefrom, at its option and sole discretion and at Seller's expense, may: (a) require Seller to inspect, remove, reinstall, ship and repair or replace/re-perform nonconforming goods and/or services with goods and/or services that conform to all requirements of the Order; (b) take such actions as may be required to cure all defects and/or bring the goods and/or services into conformity with all requirements of the Order, in which event all related costs and expenses (including, but without limitation, material, labor and handling costs) and other reasonable charges shall be for Seller's account; and/or (c) reject and return all or any portion of such goods and/or services.

6.3. These warranties extend to Buyer and to customers and users of Buyer's products or services.

6.4. The warranty period shall commence on the date of Buyer's acceptance of the goods or services and extend for the longest term provided by applicable law or as otherwise agreed by the parties and set forth on the face of the Order. A new warranty period shall commence from the date of acceptance of any repaired or replaced good, or part thereof, or re-performed services.

6.5. If the goods and/or services do not comply with the representations and warranties of Seller, within ten (10) calendar days from Buyer's request, Seller will form a qualified team to perform a failure analysis and will provide such corrective action documents and reports in the form and with the detail requested by Buyer. Seller shall permit Buyer to participate in such process upon Buyer's written notice.

6.6. Seller's warranties shall survive inspection, acceptance, and payment and shall be in addition to any other warranties of Seller, whether express, statutory or implied.

6.7. Remedies for breach of these warranties are cumulative and shall include those provided under these terms and conditions and any available at law or in equity.

7. TERMINATION.

7.1. Buyer may terminate all or any part of its purchases under the Order, without liability to Seller, if Seller: (a) fails to deliver goods or perform services within the time and in the quantities and quality required by Buyer or to give adequate assurances requested by Buyer; (b) breaches these terms and conditions (including Seller's warranties and covenants); (c) fails to make progress so as to endanger timely and proper performance of the Order, and such failure is not cured within ten (10) days (or any shorter period which is commercially reasonable under the circumstances) after notice from Buyer; or (d) ceases to conduct its operations in the normal course of business, including inability to meet its obligations as they mature, or if any proceeding under the bankruptcy or insolvency laws is brought by or against Seller or a receiver for Seller is appointed or applied for, or an assignment for the benefit of creditors is made by Seller. In addition to obtaining a refund or credit and any other remedies provided herein or available at law or in equity, Buyer may, upon such termination, repurchase substitute goods or services elsewhere, on such terms as Buyer deems appropriate, and charge Seller with any excess costs and losses incurred by Buyer, including consequential and incidental damages.

7.2. Buyer may terminate all or any part of the Order for convenience, in which case: (a) Seller shall, as directed by Buyer, cease work and deliver to Buyer all satisfactorily completed goods or materials and work in process; and (b) Buyer shall pay to Seller reasonable termination charges solely limited to the costs of materials, goods and labor that are incurred prior to Seller's knowledge of such termination, provided that Seller takes reasonable steps to mitigate its damages.

7.3. To the extent not terminated by Buyer, Seller shall continue performance under the Order.

7.4. Any termination under Section 7.1 adjudged to be wrongful shall be deemed to then be a termination for convenience under Section 7.2, but with Buyer having the right to avail itself of all of its remedies under these terms and conditions, at law or in equity.

8. LIMITATION OF LIABILITY.

8.1. IN NO EVENT SHALL BUYER BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THE ORDER, INCLUDING ANY TERMINATION, REJECTION, OR REVOCATION OF ACCEPTANCE OF ALL OR ANY PART OF THE ORDER.

8.2. IN NO EVENT SHALL BUYER'S LIABILITY HEREUNDER EXCEED THE PURCHASE PRICE OF THE ORDER.

9. INDEMNITY; INFRINGEMENT.

9.2. For any Infringement (as defined above), Seller shall, at Seller's expense, obtain for Buyer a perpetual, royalty-free license with respect to such item, or shall replace or modify the item in a manner satisfactory to Buyer, so as to avoid the infringement without any degradation in performance. Seller's obligations shall apply even though Buyer furnishes any portion of the design or specifies materials or manufacturing processes used by Seller.

10. INSURANCE.

10.1. Except as otherwise provided in the Order, Seller shall maintain the following insurance: (a) Comprehensive General Liability in the minimum amount of \$2,000,000 combined single limit per occurrence with coverage for bodily injury/property damage, including coverage for contractual liability insuring the liabilities assumed in the Order, products liability, contractors protective liability, where applicable; (b) Comprehensive Automobile Liability covering bodily injury/property damage and all owned, hired, and non-owned automotive equipment used in the performance of the Order in the amount of \$1,000,000 combined single limit each occurrence; (c) Employers' Liability in the amount of \$1,000,000 per occurrence; (d) Property Insurance covering the full value of all goods and services owned, rented or leased by Seller in connection with the Order and covering damage to property in Seller's care, custody and control; and (e) Worker's Compensation insurance as required under the applicable laws of the jurisdiction in which the services are to be performed.

10.2. All required insurance must be with companies licensed in the jurisdiction in which the services are performed and acceptable to Buyer. Buyer shall be named as an additional insured under Seller's Comprehensive General Liability policy for any and all purposes arising out of or connected to the Order. Upon request, Seller shall furnish Buyer an endorsement showing that Buyer has been named as an additional insured and a certificate of insurance completed by its insurance carrier(s) certifying that insurance coverages are in effect and will not be canceled or materially changed except ten (10) days after Buyer's written approval. Seller hereby waives subrogation. All insurance specified in this section shall contain a waiver of subrogation in favor of Buyer, its affiliates and their respective directors, officers and employees for all losses and damages covered by the insurance required in this section, including coverage for damage to Buyer's property in Seller's care, custody or control.

11. COMPLIANCE WITH LAWS.

11.1. Seller represents, warrants, certifies and covenants that it will comply with all laws applicable to the goods, services and/or the activities contemplated or provided under the Order, including, without limitation those relating to: (a) design, manufacture, transportation, sales, advertising, distribution, exportation, importation, labeling, packaging, certification, or approval of the goods or services; or (b) employment discrimination, hours and conditions of employment, occupational health and safety, wages, environmental matters, transportation or storage of hazardous materials, product safety, motor vehicle safety, corrupt or deceptive practices, boycotts, antitrust, consumer products, or government subcontracting.

11.2. Seller covenants that it will take appropriate actions necessary to protect health, safety and the environment, including, without limitation, in the workplace and during transport.

11.3. Seller represents, warrants, certifies and covenants that each chemical substance constituting or contained in goods sold or otherwise transferred to Buyer is pre-registered, if required, and registered, if required, under Regulation (EC) No 1907/2006 ("REACH"), is not restricted under Annex XVII of REACH and if subject to authorization under REACH, is authorized for Buyer's use. Seller shall notify Buyer if it decides not to pre-register or register substances that will be subject to pre-registration or registration under REACH and are constituting or contained in goods supplied to Buyer at least 12 months before their pre-registration or registration deadline. Seller will monitor the publication by the European Chemicals Agency of the list of substances meeting the criteria for authorization under REACH (the "candidate list") and immediately notify Buyer if any of the goods supplied to Buyer contain a substance officially proposed for listing on the candidate list.

11.4. Seller represents, warrants, certifies and covenants that none of the goods sold or transferred to Buyer contain: (a) any of the following chemicals: arsenic, asbestos, benzene, beryllium, carbon tetrachloride, cyanide, lead or lead compounds, cadmium, or cadmium compounds, hexavalent chromium, mercury or mercury compounds, trichloroethylene, tetrachloroethylene, methyl chloroform, polychlorinated biphenyls (PCBs), polybrominated biphenyls (PBBs), polybrominated diphenyl ethers (PBDEs); (b) any chemical or hazardous material otherwise prohibited pursuant to Section 6 of the Toxic Substances Control Act (TSCA) (15 U.S.C. 2601 et seq); (c) any chemical or hazardous material otherwise restricted pursuant to EU Directive 2002/95/EC (27 January 2003) (the "ROHS Directive"); (d) any substance listed on the candidate list of REACH or restricted under Annex XVII of REACH; or (e) any other chemical or hazardous material the use of which is restricted in any jurisdiction to or through which Buyer informs Seller the goods are likely to be shipped or to or through which Seller otherwise has knowledge that shipment will likely occur, unless with regard to all of the foregoing, Buyer expressly agrees in writing and Seller identifies an applicable exception from any relevant legal restriction in the inclusion of such chemical or hazardous materials in the goods sold or transferred to Buyer.

11.5. Seller represents, warrants, certifies and covenants that except as specifically listed on the Order or in an applicable addendum, none of the goods supplied under the Order are electrical or electronic equipment under EU Directive 2002/96/EC (27 January 2003) (the “WEEE Directive”), as amended, or any other electrical or electronic equipment take-back requirement of a jurisdiction in which Buyer informs Seller the goods are likely to be sold or in which Seller otherwise has knowledge that a sale will likely occur.

11.6. Seller covenants that it will ensure any suppliers it uses under the Order will be in conformance with this Section 11.

11.7. Seller shall provide all relevant information to allow Buyer to safely use the goods or fulfill its own obligations under applicable requirements, including, without limitation: (a) chemical compositions, including proportions, of any substance, preparation, mixture, alloy or goods supplied under the Order, and any other relevant information regarding the properties including, without limitation, test data and hazard information; (b) safety data sheets in the language and required format of the location to which the goods will be shipped; (c) mandated labeling information, required pursuant to applicable requirements; and (d) such information and documents required under North American Trade Agreement (NAFTA), Importer Security Filing (10+2) Program, the Occupation Safety and Health Act (OSHA) regulations codified at 29 CFR 1910.1200, REACH or EU Directive 67/548/EEC, as amended, if applicable, and U.S. Department of Transportation regulations governing the packaging marking, shipping and documentation of hazardous materials, including materials specified pursuant to 49 CFR, the International Maritime Organization (IMO) and the International Air Transport Association (IATA). Seller further agrees at Buyer’s request to provide certificates relating to any applicable legal requirement or to update any and all of the certifications, representations and warranties under the Order in form and substance satisfactory to Buyer. Buyer shall have the right to audit all pertinent records of Seller, and to make reasonable inspections of Seller facilities, to verify compliance with this Section 11.

12. CHANGES.

12.1. Buyer may, at any time, make changes in the Order, including changes in the quantity, delivery time or place, shipping or packing method, or any drawings, specifications or designs. If such a change causes a material increase or decrease in the cost of, or the time required for, performance of the Order, Seller shall notify Buyer in writing immediately. Any claim by Seller for an adjustment in time for performance or price must be asserted in writing within ten (10) days from date of notification of a change. No change shall be binding on Buyer unless agreed, in writing, by an officer of Buyer.

12.2. Seller will not make any change in the design, processing, packing, marking, shipping or date or place of delivery of the goods supplied under the Order unless done pursuant to Buyer’s instructions or with Buyer’s written approval.

13. BUYER’S PROPERTY & INFORMATION.

13.1. All tools, dies, molds, templates, equipment, specifications, data, drawings, designs, software or materials furnished by Buyer to Seller or paid for by Buyer, including replacements and materials attached thereto, shall remain and be marked as the personal property of Buyer. Such items shall be separately stored and insured by Seller, and Seller assumes all risk of loss and liability arising out of or related to the items, until such items are returned to Buyer. These items shall be used by Seller only for filling Buyer’s order and are subject to immediate removal, at Buyer’s written request, with each item to be delivered (at Seller’s expense) in its original condition, reasonable wear and tear excepted.

13.2. Seller shall provide to Buyer, without restriction on use or disclosure, all information and documents that Seller has or shall develop or acquire related to the work Seller is performing under the Order. Such information and documents shall be deemed to be “works for hire” and be the property of Buyer, with Buyer having a right of use for any purpose, without liability to Seller. All information and documents Buyer may have disclosed or shall disclose to Seller in connection with the goods to be delivered or services provided under the Order shall be deemed confidential and proprietary and shall not be disclosed or used by Seller without the written consent of an officer of Buyer.

14. GOVERNMENT CONTRACTS. If the product or services to be delivered or performed under the Order are for the purpose of enabling Buyer to perform a government contract or subcontract, the Order incorporates by reference any clauses required to be included by such contract or subcontract or by any applicable law, ordinance, rule or regulation, including the equal employment opportunity clause in Section 202 of Executive Order 11246 of

September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, Revised Order No. 4 of December 4, 1971, Section 402 of the Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended, Section 211 of Public Law 95-507, as amended, and Section 503 of the Rehabilitation Act of 1973, as amended, relative to affirmative action, non-discrimination, and equal employment opportunity and implementing rules and regulations thereof.

15. BUSINESS CONTINUITY PLAN. Seller will have and comply with a business continuity plan for restoring its critical business functions. Buyer reserves the right to request information in connection with such plan, conduct on-site audits of Seller's facility and practices to determine whether such plan and Seller's implementation of such plan are reasonably sufficient to protect Buyer's interest. If Buyer reasonably determines that Seller's business continuity plan and/or such plan implementation is/are insufficient to protect Buyer's property and interests, Buyer may give Seller notice of such determination. Upon receiving such notice, Seller shall have forty-five (45) days thereafter to make such plan changes and take the implementation actions reasonably requested by Buyer. All costs associated with development and implementation of Seller's business continuity plan and Buyer's recommendations thereto shall be borne by Seller.

16. CONFIDENTIAL INFORMATION.

16.1. For the purposes of the Agreement, "Confidential Information" shall mean (a) any and all trade secrets, confidential or proprietary information of, or relating directly or indirectly to, Buyer which are received from or on behalf of Buyer, in whatever form maintained (written, documentary, computerized, oral or otherwise), including but not limited to the material, methodologies, data, computations, technical information, trade secrets, trademarks, software, computer code, source code, object code, methods of operation, know-how, ideas, plans, drawings, designs, blueprints, reports, analyses, business and marketing plans and information, sales information, development plans, client lists, financial information and projections, and contracts; and (b) all notes, memoranda, summaries, and other similar materials, in whatever form maintained, whether documentary, computerized, oral or otherwise, prepared by or for the benefit of Buyer that, directly or indirectly, contain or otherwise reflect, in whole or in part, any of the Confidential Information described above; (c) any and all information relating to Buyer's business and affairs, any and all information relating to the identity, business and affairs of Buyer's customers, potential customers, employees or authorized agents and any and all materials of Buyer which may come into Seller's possession or into the possession of any of Seller's employees, agents or sub-contractors.

16.2. Seller agrees not to disclose Confidential Information to any third party and will use such information only as is necessary to perform its obligations under the Order. Upon Buyer's request, Seller will promptly deliver to Buyer all such Confidential Information. Seller agrees to limit its internal distribution of Confidential Information to its employees who have a need to know, and to take steps to ensure that the dissemination is so limited, including the execution by Seller's employees of nondisclosure agreements with provisions no less restrictive to those set forth herein. In no event will Seller use less than the degree of care and means that it uses to protect its own information of like kind, but in any event not less than reasonable care, to prevent the unauthorized use or disclosure of the Confidential Information. Seller further agrees not to use the Confidential Information except in the course of performing under the Agreement and will not use the Confidential Information for the benefit of anyone other than Buyer.

17. U.S. EXPORT CONTROLS.

17.1. The Order and all items furnished by Buyer to Seller in connection herewith shall at all times be subject to the export control laws and regulations of the U.S. including, but not limited to, 10 CFR Part 810 and U.S. Export Administration Regulations.

17.2. Seller agrees and gives assurance that no items, equipment, materials, services, technical data, technology, software or other technical information or assistance furnished by Buyer, or any good or product resulting therefrom, shall be exported or re-exported by Seller or its authorized transferees, if any, directly or indirectly, except to the consignee(s), if any, specified on the Order, unless in accordance with applicable U.S. export laws and regulations. The aforesaid obligations shall survive any satisfaction, expiration, termination or discharge of any other contract obligations.

17.3. Upon receipt of Buyer's Order, Seller shall provide to Buyer, the country of origin and the appropriate export classification codes including, if applicable, the Export Control Classification Number (ECCN) and the Harmonized Tariff Codes of each and every one of the goods supplied hereunder in sufficient detail to satisfy applicable trade preferential or customs agreements, if any. Seller represents and warrants that the country

of origin of all goods shall be as set forth in Seller's quote unless Seller obtains Buyer's prior written consent.

18. ELECTRONIC COMMERCE.

18.1. Seller agrees to participate in all of Buyer's current and future electronic commerce applications and initiatives upon Buyer's request.

18.2. In the event Seller is a "user" pursuant to any of Buyer's third party electronic commerce application software licenses, Seller shall use such applications for its intended purpose and in accordance with the terms of such license.

19. SET-OFF.

19.1. Buyer shall be entitled to set off any amount owing at any time from Seller to Buyer or its affiliates against any amount payable at any time by Buyer under the Order.

19.2. If Buyer determines that Seller's performance under the Order is likely to be impaired, Buyer may establish a reserve on Seller's account to satisfy Seller's actual or anticipated obligations to Buyer arising from the Order, by withholding payment of Seller's invoice. Seller agrees that any credit balance will be paid in cash to Buyer upon written request.

20. FORCE MAJEURE.

20.1. Any non-performance or delay in performance of any obligation of Seller or Buyer under the Order will be excused to the extent such failure or non-performance is a result of any cause preventing performance of an obligation under the Order which is beyond the reasonable control of the Seller or Buyer, and which, by the exercise of due diligence, could not be overcome, including, without limitation, fire, flood, embargo, explosion, acts of a governmental authority, and acts of God ("Force Majeure"). In no event shall Seller's ability to sell goods or services at a better price or Seller's economic hardship in buying raw materials necessary to manufacture products at a commercially reasonable price constitute Force Majeure.

20.2. If Buyer or Seller is affected by Force Majeure, it will (a) promptly provide written notice to the other party, explaining the full particulars and the expected duration of the Force Majeure and (b) use commercially reasonable best efforts to remedy the interruption or delay if it is reasonably capable of being remedied. In a Force Majeure extends for more than sixty (60) days, the Order may be terminated upon written notice by the party not declaring Force Majeure without any liability on its part.

21. AUDIT RIGHTS. Seller shall provide Buyer information necessary to substantiate any payments requested by Seller pursuant to the Order. Buyer will have the right at any reasonable time to send its authorized representatives to examine all such information. Seller shall maintain all pertinent information relating to this Order for a period of four years after completion of services or delivery of the goods pursuant to this Order.

22. RELATIONSHIP OF THE PARTIES. Seller will not be deemed the agent or legal representative of Buyer for any purpose whatsoever and Seller will act as an independent contractor with regard to Buyer in its performance under the Order. Nothing herein will authorize Seller to create any obligation or responsibility whatsoever, express or implied, on behalf of Buyer or to bind Buyer in any manner, or to make any representation, commitment or warranty on behalf of Buyer.

23. WAIVER; REMEDIES. No failure by Buyer to exercise any power given it under the Order, or to insist upon strict compliance by Seller of any obligation under the Order, and no custom or practice at variance with the terms of the Order will constitute a waiver of Buyer's right to demand exact compliance with the terms of the Order. A waiver of any default under the Order or of any term or condition of the Order shall not be deemed to be a continuing waiver or a waiver of any other default or any other term or condition, but shall apply solely to the instance to which such waiver is directed. The rights and remedies reserved to Buyer are cumulative and in addition to any other or further rights and remedies available at law or in equity.

24. SEVERABILITY. If any of the provisions of the Order shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Order, but rather the entire Order shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and

obligations of each party shall be construed and enforced accordingly.

25. GOVERNING LAW; VENUE. The Agreement shall be governed by the laws of the State of Michigan, USA, without regard to its conflicts of laws principles. The parties agree that the 1980 UN Convention on Contracts for the International Sale of Products will not apply. Seller and Buyer hereby agree that any legal proceeding with respect to the Agreement shall be brought only in a court of the State of Michigan or in a court of the United States sitting in Michigan, and both Seller and Buyer submit to and accept generally and unconditionally the personal jurisdiction of those courts.