Extrusion North America Standard Terms & Conditions of Purchase – Goods

1. Scope.

These Standard Terms and Conditions of Purchase ("*Terms*") shall govern, and are automatically incorporated by reference into, every PO submitted by Hydro to any supplier or any of its Affiliates ("*Supplier*") for Supplier's Goods, and any variation to these Terms shall have no effect whatsoever unless expressly agreed to by Hydro in writing executed by one of its authorized signatories. Acceptance of any PO is expressly limited to these Terms and Hydro objects to and rejects any different or additional terms provided in response. No other terms or conditions endorsed upon, delivered with or contained in Supplier's quotation, acknowledgement or acceptance of a PO or similar document shall form part of the parties' Contract and are automatically voided, superseded and of no legal force or effect. Supplier waives any right which it might otherwise have to rely on any such other terms and conditions. No prior course of dealings between the parties or usage of trade shall be relevant to supplement or amend these Terms. The contract between Hydro and Supplier shall consist of: (a) Hydro's PO; (b) these Terms; (c) Supplier's quote (to the extent not in conflict with the PO or these Terms); and (d) any other specifications expressly accepted by Hydro in writing, as specified above (collectively, the "*Contract*"). The term "*Hydro*" refers solely to the Hydro legal entity that ultimately procures the Goods.*

2. Definitions.

"*Affiliate*" means any parent, subsidiary or affiliated company under common control of the relevant party.

"*Goods*" means all goods to be delivered by Supplier pursuant to the PO.

"*Delivery Date*" means the date required for receipt of the Goods by Hydro.

"*Lead Time*" means the quoted timeframe calculated between the date of the PO and the Delivery Date.

"*PO*" means a purchase order issued by Hydro for Goods; POs may be issued in writing, by email or electronically through Hydro's Enterprise Resource Planning (ERP) system.

"*Specifications*" means the documents, if any, attached or incorporated by reference into these Terms, Supplier quotation, PO or a framework supply agreement, describing the Goods.

3. Acceptance, Delivery & Termination.

3.1 Acceptance of Purchase Order. Supplier shall, within three (3) business days of receipt thereof, accept and acknowledge in writing all POs submitted by Hydro. If Hydro does not receive written acknowledgement of its POs within this timeframe, the POs are automatically deemed to be accepted.

3.2 Delivery Method; Title; Lead Times and Delays. Goods shall be delivered Free on Board (FOB) Hydro's facility if domestic and Free Carrier (FCA) (Incoterms® 2010) Hydro's facility if international, unless otherwise mutually agreed in writing, and shall be in accordance with the instructions of Hydro. Title to, and risk of loss of, the Goods shall pass upon actual receipt by Hydro. However, for purchases of Goods in which the total purchase price is at or in excess of $500,000, prior to actual receipt by Hydro, title to the Goods shall vest in Hydro in proportion to the corresponding percentage of the overall purchase paid to the Supplier. Title shall vest fully in Hydro on the earlier of actual receipt by Hydro or the date payment of the total purchase price is made. The passage of title shall not prejudice any of Hydro's other rights or remedies under the Contract, at law or in equity, including, without limitation, its right to reject. Supplier acknowledges and agrees that time is of the essence of these Terms and delivery on or before the Delivery Date or within any quoted Lead Time is critical. In the event of any actual or anticipated delay, Supplier shall promptly notify Hydro of the cause thereof and the steps proposed by Supplier to minimize the delay. In addition, Supplier shall arrange all such additional resources necessary to minimize any detrimental impact on Hydro. In the event Supplier fails to meet the Delivery Date, Hydro may, at its option, elect one or more of the following remedies without prejudice to any and all other rights and remedies it may have: (a) accept the revised Delivery Date; (b) reschedule the Delivery Date; (c) cancel its PO or terminate the Contract without any liability or obligation to Supplier; (d) obtain an alternate source of the Goods and obtain reimbursement from Supplier for any increase in cost; (e) obtain reimbursement from Supplier for all damages incurred; (f) obtain the liquidated damages described herein or (g) pursue any remedies available at law or in equity. Supplier acknowledges that any delay will cause Hydro to incur considerable monetary and other damages which are impossible to compute and ascertain with certainty. As such, the parties have mutually agreed upon a fair, reasonable and appropriate estimate of liquidated damages. Accordingly, in lieu of actual damages for such delay, Supplier acknowledges and agrees that Hydro may assess and recover liquidated damages against Supplier in the amount of one percent (1%) of the total purchase price of the delayed Goods per day for each day that delivery is delayed beyond the Delivery Date up to a maximum of twenty percent (20%). These liquidated damages are intended to represent estimated actual damages and are not intended as a penalty.

3.3 Changes and Reschedules. Hydro may, upon thirty (30) days' prior written notice: (a) make changes to the quantity of Goods ordered; and/or (b) reschedule any agreed Delivery Date, for up to ninety (90) days after the original Delivery Date without any extra cost. Changes in quantity or Delivery Date are subject to Hydro compensating Supplier for any reasonable and documented extra direct cost resulting from the change.

3.4 Termination for Breach or Non-Performance. Hydro reserves the right to terminate all or any part of a PO or the Contract, without liability to Supplier, if Supplier (a) repudiates or breaches any of the terms of any PO or the Contract, including, without limitation, Supplier's representations and warranties, (b) fails to provide the Goods as required by the Contract or (c) fails to make progress so as to endanger timely and proper completion of the Goods by the Delivery Date, and does not remedy such repudiation, breach or failure within ten (10) days (or such shorter period of time if commercially reasonable under the circumstances) after receipt of written notice from Hydro specifying such repudiation, breach or failure.

***Hydro Extrusion Canada, Inc.** = Mississauga, ON; Pointe Claire (Montreal), QC; & North York (Toronto), ON
Hydro Extrusion Portland, Inc. = Portland, OR & Vancouver, WA

Hydro Extrusion USA, LLC = Belton, SC; Bensalem, PA (Alumax); Burlington, NC; City of Industry, CA; Connersville, IN; Cressona, PA; Dallas, TX (Alumax); Delhi, LA; Elkhart, IN; Gainesville, GA; Glen Burnie, MD; Kalamazoo, MI; Magnolia, AR; Monett, MO; Moon Township, PA; Mountain Top, PA; North Liberty, IN; Phoenix, AZ; Portland, OR (Adv. Prod. Dev. & Comms. Office); Riverside, MO (Alumax); Rosemont, IL; St. Augustine, FL; Sidney, OH; Spanish Fork, UT; The Dalles, OR; Tolleson, AZ; Troy, MI; Tucker, GA (Alumax); & Yankton, SD

3.5 Termination for Convenience. In addition to any other rights of Hydro, Hydro may, at its option, terminate all or any part of a PO or the Contract, at any time and for any reason or no reason, by giving written notice to Supplier. Upon such termination, Hydro shall pay to Supplier solely the following amounts without duplication: (a) the Contract price for all Goods which have been completed in accordance with a PO or the Contract and not previously paid for; and (b) the actual costs of work-in-process and raw materials incurred by Supplier in furnishing the Goods as of Supplier's receipt of the written notice, to the extent such costs are reasonable in amount and are properly allocable under generally accepted accounting principles to the terminated portion of the PO or Contract; less the sum of the reasonable value or cost (whichever is higher) of any Goods used or sold by Supplier with Hydro's written consent, and the cost of any damaged or destroyed Goods. Hydro shall not be obligated to make payments for finished Goods, work-in-process or raw materials fabricated or procured by Supplier in amounts in excess of those authorized in delivery releases, nor for any undelivered Goods which are in Supplier's standard stock or which are readily marketable. Payments made under this Section 3.5 shall not exceed the aggregate price payable by Hydro for finished Goods that would be produced by Supplier under delivery or release schedules outstanding at the date of termination. This shall be Supplier's sole remedy and Hydro's sole liability in connection with termination of a PO or the Contract for convenience.

4. Prices & Payment.

4.1 Prices. Prices and discounts for the Goods shall be according to Supplier's latest quotation accepted by Hydro and are deemed to include all insurance, appropriate packaging, taxes, export duties and freight charges (if applicable).

4.2 Firm Price. Supplier guarantees that prices for Goods shall remain firm during the course of its performance under the Contract.

4.3 Payment Terms. Supplier will invoice Hydro for the purchase price for the Goods as stated in the PO after Hydro's receipt of the Goods. Unless stated in the PO or otherwise expressly agreed in writing by Hydro, invoices shall be payable ninety (90) days after the date of the invoice, shall be remitted to the billing address on the PO, and shall include the relevant PO number.

4.4 Set-off; Grant of Security Interest. Hydro shall be entitled at any time when commercially reasonable to set off any liability of Hydro to Supplier against any liability of Supplier to Hydro howsoever arising and whether any such liability is present or future, liquidated or unliquidated. Any exercise by Hydro of its rights under this Section 4.4 shall be without prejudice to any other rights and remedies available to Hydro. Supplier acknowledges and agrees that it will receive value from Hydro to the extent of any progress payments, deposits, down payments, or funds advanced by Hydro to Supplier ("*Advances*"). As security for any such Advances, Supplier hereby grants to Hydro a security interest in the Goods, together with any of Supplier's inventory, raw materials, or equipment used, purchased or identified by Supplier for use or inclusion in the production of the Goods.

4.5 Forecasts. All forecasts provided by Hydro shall be done on a non-binding basis, unless otherwise agreed to in writing between the parties. Supplier shall agree on a significantly shorter Lead Time if Hydro provides Supplier with non-binding monthly rolling forecasts. Within one (1) week after receiving Hydro's forecast, Supplier shall acknowledge receipt of the forecast and confirm to Hydro in writing that it can deliver all forecasted Goods. If Hydro does not receive written acknowledgement of its forecasts within this timeframe, the forecasts are automatically deemed to be accepted.

5. Packing & Shipping.

Supplier agrees: (a) to properly pack, mark and ship the Goods in accordance with the commercially reasonable requirements, along with any specific requirements set forth in the PO; (b) to route shipments in accordance with Hydro's instructions; (c) to make no charge for handling, packaging, storage or transportation of Goods, unless otherwise expressly stated in the Contract; (d) to provide with each shipment packing slips with the Contract and/or PO number and date of shipment marked thereon; (e) to properly mark each package with a label/tag in a commercially reasonable manner and in accordance with any specific requirements set forth in the PO; and (f) to promptly forward the original bill of lading or other commercially reasonable form of shipping receipt. Supplier will include on bills of lading or other shipping receipts, correct classification identification of the Goods shipped in accordance with Hydro's instructions and carrier's requirements. The marks on each package and identification of the Goods on packing slips, bills of lading and invoices (when required) shall be sufficient to enable Hydro to easily identify the Goods included. Hydro may, at its option, return, freight collect, all Goods received more than five (5) days in advance or in excess of the quantity specified on its PO, or may, at its option, retain such units with payment therefore deferred until it would otherwise be due.

6. Representations & Warranties.

6.1 Quality Management. Supplier acknowledges and agrees that Supplier's commitment to leading quality standards is a primary requirement of Hydro. Supplier commits to the continued quality improvement of process to manufacture or create the Goods. To the extent relevant to the Goods, Supplier shall at all times have a certified quality management system meeting the requirements of ISO 9001, ISO TS 16949, AS 9001, ISO 22000 or equivalent. Supplier will provide Hydro with such documentation and acceptable quality data upon request. Hydro or its representatives may conduct quality audits of Supplier's production facilities and quality control procedures, as well as audits to assess Supplier's compliance with its obligations under this Section 6.1, provided such audits are completed in a commercially reasonable manner with at least two (2) business days' prior written notice.

6.2 Warranty of Title. Supplier represents and warrants to Hydro that, upon the delivery to Hydro of the Goods, (a) Hydro shall acquire good and clear title to the Goods, free and clear of all liens and encumbrances, (b) all Goods, excluding any product designs which are requested by Hydro, are either owned or properly licensed by Supplier or are in the public domain and the use thereof by Hydro, its representatives, distributors, dealers end users and other direct and indirect customers, does not infringe any intellectual property or other proprietary rights of any third party, and (c) Supplier has the full right and power to enter into and to carry out the obligations under the Contract and to grant Hydro all necessary rights and licenses under the Contract.

6.3 Additional Warranties. Supplier represents and warrants that all Goods are new, merchantable, fit for their intended purpose, free from any defects in design, material and workmanship and will conform to the agreed specifications, descriptions and drawings. Unless stated in the PO or otherwise expressly agreed in writing by Hydro, the warranty period for all Goods shall be six (6) months from the date of delivery. If Supplier is not the manufacturer and/or installer of the Goods, it shall automatically be deemed to have assigned to Hydro all rights and benefits under any and all warranties issued by such entities in connection with the Goods or, if not assignable, Supplier shall automatically be deemed to have issued equivalent warranties directly to Hydro; all warranty periods under either of such circumstances shall be the longer of six (6) months or the time period provided by the manufacturer and/or installer. Hydro shall have the right at any time after the delivery to

test and inspect the Goods. If Hydro suspects any Goods to be defective, Hydro shall be entitled, at Supplier's risk and expense, to return the defective Goods. Within ten (10) business days of receipt of defective Goods, Supplier shall, at Hydro's option, either repair or replace the defective Goods and return them to Hydro at its expense. Supplier shall be responsible for de-installation and re-installation of defective Goods. All repaired and replaced Goods shall be warranted for twenty-four (24) months. Supplier will remedy non-conforming Goods that are services promptly upon notification and at its own cost. In the event any of the Goods cannot be repaired, replaced or otherwise remedied, Supplier shall refund Hydro the full purchase price paid for the Goods. In addition to these remedies, Hydro shall be entitled to damages caused by any defective Goods, and upon request, Supplier shall provide Hydro with a report of the causes and an analysis of the defects and propose corrective actions to avoid similar defects in future deliveries.

6.4 Compliance with Laws; HSE. Supplier and Supplier's Goods shall at all times be in compliance with all applicable laws, ordinances, codes, orders, rules and regulations, each as amended from time to time, and shall consult with Hydro prior to submitting any notices required thereby. Supplier shall engage in commercially reasonable efforts to assist Hydro in the event of any customer or government audits relating to the Goods. Supplier shall have a commercially reasonable system for compliance with sound practices involving health, safety and environmental requirements, as well as quality assurance measures, suitable for the Goods. Supplier shall maintain and organize all documents relating to the Goods as are necessary or appropriate to evidence Supplier's compliance with the Contract. In addition, upon Hydro's request from time to time, Supplier shall promptly provide documentation supporting its compliance, as well as the correctness of any amounts included in any invoices or claims, and shall allow Hydro or its designated representatives to review, audit and copy any documentation at mutually convenient times and locations.

6.5 Supplier Code of Conduct. Supplier shall comply with, and actively promote within its supply chain, the principles in Hydro's Supplier Code of Conduct (available at https://www.hydro.com/en-US/sustainability/business-integrity-and-responsible-sourcing/responsible-supply-chain/). If Supplier becomes aware of any actual or potential non-compliance, it shall promptly notify Hydro and, as appropriate, promptly establish corrective action plans as well as provide periodic updates to Hydro until the non-compliance is fully remediated. Depending on the nature of the actual or potential non-compliance, Hydro may elect, in its sole reasonable discretion, to terminate its relationship with Supplier without penalty or liability to Hydro notwithstanding any notice and cure period including those set forth in Section 3. Hydro shall have the right to engage in reasonable actions to monitor and audit Supplier's compliance with the obligations in this Section, and Supplier shall reasonably cooperate in connection therewith. The rights and remedies in this section are not exclusive and without prejudice to any and all rights and remedies provided elsewhere in the Contract and at law or in equity.

7. Confidentiality; Data Privacy; Intellectual Property.

From the issuing of the first PO and for a period of one (1) year after the last delivery by Supplier, the parties shall not directly or indirectly, use any proprietary, confidential, or trade secret information or know-how of the other party (other than information which is in the public domain, lawfully required to be disclosed or is developed independently), including, but not limited to, information about products, financials, business or customers (collectively, "*Confidential Information*") for their own benefit or for the benefit of a third party, and shall not disclose such Confidential Information to any third party, other than the parties' employees or authorized contractors and named subcontractors solely on a "need to know" basis, unless: (a) the receiving party obtains the prior written consent of the disclosing party; (b) such disclosure is necessary to enforce a party's rights under the Contract; or (c) such disclosure is required by applicable law or by legal, judicial, administrative or regulatory process, provided that the receiving party, to the extent not prohibited by applicable law or the authority with jurisdiction over such process, promptly notifies the disclosing party so that it may, if it so elects, seek a protective order or other appropriate relief. "*Confidential Information*" shall include any reports, notes, memoranda, analyses or other information developed by the receiving party based on the disclosing party's Confidential Information, but shall not include information that: (i) has come into the public domain through no fault of the receiving party; (ii) was lawfully disclosed to the receiving party by a third party not otherwise bound by a duty of confidentiality; (iii) was independently developed by the receiving party not otherwise in breach of the Contract; or (iv) was rightfully known by the receiving party prior to entering into the Contract. Disclosure hereunder of Confidential Information is for the sole purpose of conducting business between the parties. Neither party shall utilize for any reason whatsoever Confidential Information received from the other for its own benefit, either in its own processes, or to fabricate, or have fabricated, goods for sale. Personal information obtained from or on behalf of Hydro shall be treated by Supplier as Confidential Information. Further, Supplier acknowledges and agrees that Hydro collects, uses and processes personal information in accordance with Hydro's privacy policy, which is available at: www.hydro.com/en/privacy/privacy-statement/. Any concerns regarding such collection, use or processing may be raised by submitting an email to dataprivacyNA@hydro.com.Nothing herein shall be construed to create a partnership, joint venture or any other form of entity, nor a license to use any disclosed information or transfer any intellectual property rights. All intellectual rights to any information exchanged between the parties shall remain the property of the disclosing party. Further, neither party shall have right to bind the other to any commitment or obligation. In addition, unless Supplier obtains the prior written consent of Hydro, Supplier shall not use the name, logo, service marks, trademarks or other protected property of Hydro or any of its Affiliates, or describe or identify the Goods in any publicity releases, marketing materials, advertising or as any type of reference. Further, except for pre-existing software or other materials which Supplier has expressly identified as proprietary to Supplier or for which Supplier has third party authorization for use, all materials or products designed or developed by Supplier under the Contract shall be deemed to be works for hire belonging exclusively to Hydro such that Supplier shall be deemed to have forever transferred and assigned to Hydro any and all right, title and interest it may have therein. As to such identified proprietary material, Supplier grants Hydro a non-exclusive, royalty free, fully paid, perpetual, irrevocable license of such material, without right to sublicense, to make, use, sell, copy and display the same.

8. Indemnity & Insurance.

8.1 Intellectual Property Indemnity. Supplier shall defend, indemnify and hold Hydro harmless from all costs, expenses, liabilities and claims of infringement against Hydro alleging that the manufacture, purchase, use or sale of any Goods infringes or violates any third party's patent, copyright, trademark or trade secret. In such an event, Supplier, at its option and expense, shall: (a) reimburse Hydro for any costs incurred at Supplier's written request relating to such claim; and (b) pay damages and costs incurred by Hydro that are attributable to such claim (including, without limitation, court costs and reasonable attorneys' fees). In addition, Supplier shall either (i) procure for Hydro the right to continue using such Goods, or (ii) replace or modify any such Goods provided or to be provided to be free of the infringement provided that such replacement or

modified Goods materially conforms to the Specifications. If Supplier is unable to achieve either of the options set forth above despite its reasonable best efforts, it shall require return of such Goods freight collect to Supplier and promptly refund to Hydro the purchase price, plus all reasonable shipping, storage and associated costs.

8.2 General Indemnity. Supplier shall defend, indemnify and hold harmless Hydro, its officers, employees, representatives and agents from and against any and all losses (including, without limitation, legal costs and expenses), damages and liabilities arising from or relating to Supplier's noncompliance with any applicable laws, breach of the Contract, willful misconduct or negligence, except to the extent arising from the negligence or willful misconduct of Hydro.

8.3 Insurance. Supplier shall at all times maintain, at its sole cost and expense, the following policies of insurance: (a) statutory workers' compensation, including occupational disease, in accordance with applicable laws; (b) employers' liability insurance with minimum limits of $500,000 per employee by accident/$500,000 per employee by disease/$500,000 policy limit by disease; (c) commercial general liability and/or umbrella/excess liability insurance providing coverage for bodily injury and property damage relating to the Goods and including coverage for contractual liability providing limits of not less than $2,000,000 per occurrence for bodily injury and property damage/$2,000,000 per organization or per person for personal injury and advertising liability/$2,000,000 general policy aggregate/$2,000,000 product liability/completed operations aggregate (which policy shall be endorsed to name Hydro as an additional insured for any and all liability relating to the Goods or the Contract); and (d) commercial business automobile liability insurance (including coverage for all owned, non-owned and hired vehicles) providing coverage for bodily injury and property damage liability with combined single limits of not less than $1,000,000. All insurance shall be with insurance companies that maintain a rating greater than A- and are at least a financial size category of VII in the most current publication of Best's Policyholder Guide. In addition, all insurance provided to Hydro shall be primary insurance and any other valid insurance for the benefit of Hydro shall be excess of such primary insurance. Supplier shall provide Hydro with duly executed certificates of insurance prior to commencement of any performance under the Contract, which certificates shall require not less than thirty (30) days' prior written notice of cancellation, non- renewal or material change in coverage. Hydro reserves the right to require other types or limits of insurance if appropriate to the supply, sale or delivery of the Goods.

8.4 Export Licenses. Supplier is responsible for obtaining and maintaining all export licenses required and certificates necessary for the supply, sale and delivery of the Goods.

8.5 Survival of Rights and Obligations. Sections 3 (Acceptance, Delivery & Termination), 4 (Prices & Payment), 6 (Representations & Warranties), 7 (Confidentiality, Data Privacy & Intellectual Property), 8 (Indemnity & Insurance) and 9 (Miscellaneous) shall survive for a period of two (2) years following the delivery of the Goods or any earlier termination of the Contract.

9. Miscellaneous.

9.1 Amendments. Any amendments to these Terms shall be agreed in writing by the parties.

9.2 Notices. Any notice under the Contract shall be in writing and shall be sent via courier service or by mail (internationally recognized overnight commercial courier, certified or registered), or by facsimile confirmed by mail to the person specified on the PO (provided that a copy is contemporaneously sent by one of the alternate means set forth in this Section 9.2). A copy of any notice to Hydro shall contemporaneously be sent to: Extrusion North America, 6250 N. River Road, Suite 5000, Rosemont, Illinois 60018, Attn.: Legal Department.

9.3 Force Majeure. Neither party shall be responsible to the other party for non-fulfillment or delays or additional costs in fulfillment of its obligations under any PO due to causes over which that party has no control ("*Force Majeure*"). Such causes include, without limitation, wars, hostilities between states, terrorist acts, national strikes and lock-outs, national or international transport strikes, embargoes, natural disasters, storms, fires, explosions or other similar contingencies beyond the reasonable control of a party, which leads to the inability of such party to perform its obligations under the Contract. Either party who desires to declare Force Majeure shall notify the other party in writing of the reasons for non-fulfillment or delays in fulfillment of its obligations under the Contract promptly upon the occurrence of the event, and shall propose to the other party remedies for such non-fulfillment or delays. If the Force Majeure event continues beyond thirty (30) days, either party may terminate the any PO or the Contract in writing immediately, without prejudice to any other rights or remedies it may have.

9.4 Assignment. Neither the Contract, nor any rights or obligations arising under any PO or the Contract, are assignable by either party without the prior written consent of the other party, except in the event such assignment is to an Affiliate of a party or in the event of a corporate merger, reorganization, consolidation or sale of substantially all of a party's assets, provided that such assignee assumes all obligations and liabilities. Subject to the foregoing, the provisions of any PO and the Contract shall be binding upon and inure to the benefit of the parties' permitted successors and assigns.

9.5 Subcontractors. Supplier may only use a subcontractor to provide the Goods, or parts thereof, with Hydro's separate specific prior written consent. A failure to secure such prior consent before using a subcontractor shall constitute a material breach of contract by Supplier. Supplier shall be liable for the performance, or omissions, of its subcontractors as if they were its own performance or omissions and its subcontractors shall not have privity of contract with Hydro, regardless of Hydro's consent to Supplier's use of any subcontractors.

9.6 Remedies. The rights and remedies set forth herein shall be in addition to all other or further rights and remedies provided in law or equity. Failure by either party to enforce any provision of the Contract will not be deemed a waiver of future enforcement of that or any other provision.

9.7 Severability. If anything in the Contract is deemed or declared invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of the Contract shall remain in full force and effect.

9.8 Choice of Law. The Contract or action related thereto shall be governed, controlled, interpreted and defined by and under the laws of the state of Illinois, without regard to any conflict of law principles that would require application of another choice of law. The application of the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 shall be expressly excluded.

9.9 Independent Contractor; Authority. Both parties acknowledge and agree that the parties are independent contractors and neither party has the authority to bind or make any commitment on behalf of the other. Each party represents and warrants to the other that it has full right and power to enter into and to perform the obligations of the Contract.