



Purchasing Standard Terms and Conditions (APR 2024)

1. General. These Purchasing Standard Terms and Conditions (“Terms”), together with the accompanying purchase order (“Purchase Order” and collectively with the Terms, the “Agreement”) constitute the entire agreement and understanding of Buyer and Seller (individually, “Party” and collectively, the “Parties”) for the purchase of goods, materials, or equipment (collectively, “Goods”) and performance of services (“Services”) by Buyer and supersedes all proposals, oral or written, and all other communications between the Parties with respect to such subject matter. Without prejudice to the foregoing, if a written contract signed by both Parties is in existence covering the sale of the Goods and Services covered hereby, the terms and conditions of such contract will prevail to the extent that they are inconsistent with these Terms. These Terms prevail over any of Seller’s general terms and conditions regardless of whether or when Seller has submitted its sales confirmation or such terms, including, without limitation, any terms or conditions incorporated or referenced in any quotation or offer of any kind provided or prepared by Seller. Any reference to Seller’s purchase orders, releases, acknowledgments, invoices, quotes, proposals, scope of supply, terms, conditions, and any other documents exchanged by the parties in connection with the sale or purchase of the Goods or Services are void and will have no force or effect.

2. Acceptance. This Agreement is deemed accepted by Seller (i) if the Purchase Order is not rejected via electronic mail, or any other form of writing with confirmed delivery to Buyer within five (5) business days of the date of the Purchase Order; (ii) upon Seller’s provision of the Goods or performance of the Services covered by the Purchase Order; or (iii) upon Seller’s receipt of any payment made pursuant to the Purchase Order. This Agreement expressly limits Seller’s acceptance to the terms of this Agreement.

3. Price. The Purchase Order is a firm fixed price for the Goods and/or Services (“Price”). Seller will not invoice or bill Buyer at prices greater than those stated in the Purchase Order. Unless otherwise specified in the Purchase Order, the Price includes all packaging, transportation, shipping, storage, customs duties, and taxes, including sales, use or excise taxes. Seller is responsible for any fees or expenses in excess of the Price. Seller agrees to use its best efforts to secure trade, volume, prompt payment or other available discounts or rebates from sellers, vendors, and/or other Subcontractors, where applicable, and pass on such discounts and rebates to Buyer.

4. Payment Terms. Seller will issue an invoice to Buyer on or following the delivery of Goods or performance of the Services in accordance with these Terms. Buyer will pay all properly submitted and undisputed invoices as provided in a Purchase Order. Without limiting any other rights or remedies, Buyer may set off at any time any amount owing to it by Seller against any amount payable by Buyer to Seller. In no event will Buyer be required to pay amounts invoiced more than ninety (90) days after the charges accrue.

5. Performance; Delivery of Conforming Goods. Time is of the essence in performance of Seller’s obligations hereunder. All Goods must be shipped complete, Services must be performed by the date on the Purchase Order, all Goods and Services must be provided in compliance with the terms and

conditions of the Agreement, and Goods must not have a shelf or “use by” life as at the date of delivery less than the shelf life of the products that will be used with the Goods (“Conforming Goods or Services”). Buyer has the right but is not required to inspect the Goods prior to use. If delivery of the Goods or performance of the Services is not completed by the date on the Purchase Order, Buyer, without waiving its other rights and remedies, may terminate this Agreement and purchase alternate Goods and Services at Seller’s sole cost and expense. If Seller fails to deliver Conforming Goods or Services in accordance with a Purchase Order, or delivers non-Conforming Goods or Services, Buyer may do any or all of the following: (i) terminate the Agreement and Seller will promptly refund Buyer all payments made for such non-Conforming Goods; (ii) reject, return or hold Goods for Seller for full credit, at Seller’s expense and risk; (iii) require replacement Goods or Services (but only with written authorization by Buyer); and/or (iv) accept the Goods or Services at a reasonably reduced Price. In any event, Seller is liable to Buyer for all costs and expenses incurred by Buyer as a result of the failure to deliver Conforming Goods and Services, which may include, without limitation, costs and expenses of inspecting, unpacking, re-packing, storing and reshipping (including expedited delivery) of Goods, or re-performance or substitute performance of Services, alternatively sourced items, and costs of production downtime in any of its manufacturing operations or those of any of its co-packers. Neither payment nor inspection will constitute acceptance of Goods or Services, nor will it limit or affect any of Buyer’s rights or remedies. Delivery will not be deemed to have occurred unless and until the applicable Buyer has signed a delivery receipt for Goods.

6. Subcontractors. Seller is solely responsible and liable for any subcontractor, or third party engaged by Seller for the performance of all or a portion of its obligations hereunder (a “Subcontractor(s)”) and will be responsible to Buyer for the Subcontractors’ actions, inactions, and compliance with all terms and conditions of this Agreement to the same extent as if Seller itself was performing hereunder.

7. Title; Risk of Loss. Title and risk of loss will remain with Seller until tender of delivery of the Goods at the location specified in the Purchase Order. Delivery will not be deemed to have occurred unless and until the applicable Buyer has signed a delivery receipt for Goods.

8. Packaging; Shipment. Seller will prepare, pack, mark, label, and ship all Goods in accordance with Buyer’s instructions and good commercial practice for safe delivery without damage or loss. Seller will mark each shipping container to show the Purchase Order or other Buyer reference number at Buyer’s direction. Seller will include in each container a packing list showing the Purchase Order number, part number and quantity. Seller will not ship excess quantities of Goods without Buyer’s prior written approval. Buyer is not obligated to accept untimely, excess, or Goods that do not meet the quantity or quality requirements set forth in the Purchase Order, and such shipments may be returned at Seller’s sole cost and expense.

9. Changes. Buyer may make changes to the Purchase Order at any time with written notice to Seller (a “Change Order”). This may include changes in the specifications, quantity, schedule, or packaging of any Goods. Seller will not make any change without Buyer’s prior written consent. Seller will promptly notify Buyer (but in no event later than ten (10) days following Seller’s receipt of the Change Order) if the Change Order impacts the Price or schedule and provide substantiation of its claim. If Buyer agrees that an adjustment is appropriate, Buyer and Seller will negotiate such adjustment in good faith. If an agreement cannot be reached, Buyer may terminate the

Purchase Order with no liability. Seller acknowledges that a Change Order may or may not entitle Seller to an adjustment in the Price or schedule under this Agreement.

10. Forecasts. Buyer may provide Seller with estimates, volume projections, or forecasts of its future volume or quantity requirements for Goods ("Forecasts"). All Forecasts are provided "as-is", are for informational purposes only, and will not create a binding obligation or liability on behalf of Buyer.

11. Intellectual Property.

11.1. Developed IP. Seller hereby assigns, and will cause Subcontractors, employees, and/or other personnel to assign, to Buyer in perpetuity, all worldwide right, title and interest in and to all patents copyrights, trademarks, trade secrets, trade dress, and any other intellectual property ("IP") created, made, conceived, reduced to practice, or authored by or on behalf of Seller, Subcontractors, and its and their employees and personnel and any other person provided or engaged by Seller, either solely or jointly with others, in connection with the performance under this Agreement ("Developed IP"). Without limiting the foregoing, to the extent permitted by applicable law, any work of authorship created by or on behalf of Seller, including, Subcontractors, employees, or other personnel under this Agreement will be considered a "work made for hire" and ownership of the copyright will vest with Buyer. Seller, on behalf of itself, Subcontractors, and its and their employees and personnel, hereby waives, and agrees it and they will not assert any rights that they may have in Developed IP. Seller agrees to execute any documents or to take any other actions as may reasonably be necessary, or as Buyer may reasonably request, to perfect Buyer's ownership of Developed IP. Seller may not, nor may cause any third party to use Developed IP for any purpose other than to perform the Services. Seller will promptly and fully disclose in writing all Developed IP to Buyer, and deliver, upon Buyer's request, all material relating to such Developed IP.

11.2. Retained IP. Except as expressly stated herein, Buyer will not obtain any rights in any IP clearly documented as having been made solely by Seller prior to the date of this Agreement, or independent of its obligations under this Agreement ("Retained IP"). Notwithstanding the foregoing, Seller hereby grants to Buyer and its affiliates, a worldwide, perpetual, irrevocable, transferrable, non-exclusive, fully paid-up license, with the right to grant sublicenses, to use, copy, modify, maintain, and make enhancements to and create derivative works of, such Retained IP incorporated in any Goods or Services.

11.3. Buyer IP. Seller does not and will not acquire any right, title, or interest in any IP owned or controlled by Buyer or its affiliates ("Buyer IP"), regardless of whether Buyer IP is provided to Seller in connection with this Agreement, and any such use of Buyer IP is expressly limited to the performance under this Agreement.

12. Warranties. Without limitation to any other warranty provided by law or equity, Seller represents and warrants to Buyer that:

12.1. The execution, delivery and performance of this Agreement and consummation of the transactions contemplated hereby (i) have been duly and properly authorized by all requisite corporate action on its part; and (ii) does not and will not conflict with or result in a breach of any agreement that Seller is subject to.

12.2. The Goods and Services, and Seller's performance under this Agreement (i) do not infringe, or constitute an infringement or misappropriation of any, patent, trade secret, copyright, or other intellectual or proprietary right of any third party; (ii) are provided or performed with due care, in a diligent, workmanlike manner in accordance with industry standards by qualified, and duly licensed (if applicable) professionals in

accordance with the terms of the Agreement; (iii) are new, fit for their intended uses, merchantable, free from defects; (iv) comply with all applicable federal, state, local and provincial laws, rules, regulations, ordinances, and orders, including Good Manufacturing Practices (GMP); (v) are free of Regulated PFAS and (vi) in connection with the California Safe Drinking Water and Toxic Enforcement Act of 1986, do not contain any chemicals on the California Governor's List of Chemicals Known to Cause Cancer or Reproductive Toxicity. For purposes of the foregoing, "Regulated PFAS" means perfluoroalkyl and polyfluoroalkyl substances ("PFAS") that have been intentionally added to a product and that have a functional or technical effect in the product (including the PFAS components of intentionally added chemicals and PFAS that are intentional breakdown products of an added chemical that also have a functional or technical effect in the product); (b) Any residue present in the material from a processing agent, mold release agent or intermediate during manufacturing; (c) The presence of PFAS in a product or product component at or above 100 parts per million, as measured in total organic fluorine; and/or (d) any amount of PFAS prohibited by Federal, State, or provincial law, including but not limited to RI Gen. Law § 23-18.13-1, et seq and CA Health & Safety Code § 109000, Toxic Packaging Reduction Act.

12.3. The Goods are free from any security interest or other lien or encumbrance.

12.4. The Goods, Services, or other deliverables provided by Seller hereunder will not include any open source or third-party material, unless otherwise agreed to by Buyer in writing prior to the commencement of Seller's performance hereunder.

12.5. Seller will promptly notify Buyer if it is unable to satisfy any of the foregoing. If Buyer gives Seller notice of noncompliance pursuant to this Section within twelve (12) months from receipt of the Goods or performance of the Services, Seller will, at its own cost and expense, (i) replace or repair the defective or nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming goods to Seller and the delivery of repaired or replacement Goods to Buyer, and, if applicable, (ii) correct or re-perform the applicable Services. The remedies herein will be cumulative, and additional to any other or further remedies provided at law or in equity.

13. Confidential Information. All non-public, confidential or proprietary information of Buyer, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Buyer to Seller, 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" or "proprietary" in connection with this Agreement is confidential, solely for the purpose of performing this Agreement and may not be disclosed or copied unless authorized in advance by Buyer in writing. Upon Buyer's request, Seller will promptly return all documents and other materials received from Buyer. Buyer will be entitled to injunctive relief for any violation of this Section. The non-use and non-disclosure obligations do not apply to information that is: (i) in the public domain; (ii) known to Seller at the time of disclosure without an obligation of confidentiality; or (iii) rightfully obtained by Buyer on a non-confidential basis from a third party. All Developed IP will be deemed Buyer Confidential Information.

14. Personal Data. If Seller retains, uses, discloses, or processes any personal data (as defined under applicable data protection laws) which Seller accesses or receives from Buyer, Seller must promptly notify Buyer, and must agree in writing to Buyer's standard data processing terms ("Buyer DPA"), a copy of which will be provided to Seller. Seller is authorized to process

such personal data for the purposes of supplying the Goods and/or Services to Buyer strictly in accordance with these Terms, applicable data protection and privacy laws, and the Buyer DPA.

15. Indemnification. Seller will indemnify, defend, and hold harmless Buyer, its affiliates, and its and their customers, officers, directors, employees, contractors, agents and assigns from and against any and all losses, claims, demands, suits, expenses, fees, damages, and liabilities of any nature (including attorney's fees and the cost of pursuing any insurance providers) whether incurred, brought, or recovered by or on behalf of Buyer arising out of or related to (i) breach of any term or condition hereunder by Seller and/or Subcontractors; (ii) personal injury (including death), property damage, acts, or omissions of Seller and Subcontractors; (iii) product liability claim or product recall in connection with the Goods or Services; or (iv) any allegation that any portion of the Goods or Services, or Buyer's use thereof, infringes, violates, or misappropriates any patent, copyright, trade secret or other proprietary right of any third party. Seller will not enter into any settlement without Buyer's prior written consent.

16. Insurance. Seller will maintain, at its own expense, appropriate insurance coverage for the duration of its performance under these Terms. Such coverage will include, but not be limited to, commercial general liability insurance, product liability insurance, Workers Compensation, Auto Liability, and cargo insurance. The insurance policies maintained by Seller will have limits of liability that are sufficient to cover any potential losses or liabilities arising from its performance hereunder. The minimum limit of coverage will be \$1,000,000 per occurrence. Buyer will be named as an additional insured on Seller's insurance policies, with respect to the products and services provided under this agreement. Seller will provide Buyer with a certificate of insurance evidencing this coverage upon Buyer's request. Seller's insurance policies will include a waiver of subrogation in favor of Buyer. This waiver will prevent Seller's insurance company from seeking recovery from Buyer for any losses covered under the policies. Seller will provide Buyer with written notice of any material changes to, or cancellation of the insurance policies required hereunder. Such notice will be provided to Buyer at least thirty (30) days prior to the effective date of the change or cancellation. Seller's insurance coverage will comply with all applicable laws, regulations, and industry standards. Seller will promptly notify Buyer of any changes in laws or regulations that may affect the insurance coverage required under this Agreement. Seller will indemnify, defend, and hold harmless Buyer from and against any and all claims, damages, losses, liabilities, and expenses (including attorneys' fees) arising out of or related to Seller's failure to maintain the insurance coverage required under this Agreement.

17. Compliance.

17.1. OFAC Compliance. Seller represents and warrants to Buyer that (i) it complies with all applicable U.S. and international import, export and economic sanction laws, rules and regulations, including but not limited to Export Administration Regulations ("EAR") and the economic sanction programs administered by the U.S. Department of Treasury Office of Foreign Asset Control ("OFAC"), the European Union (EU) and its Member States, and the United Kingdom (collectively, "Trade Control Laws"), (ii) Seller, Seller's affiliates, and its and their owners, officers, controlling shareholders, directors, agents, or employees are not Restricted Parties, and have not and will not engage in any activity that would violate any Trade Control Laws; (iii) the Goods or Services, or any portion thereof, comply with Trade Control Laws, and do not originate from or transit through Cuba, Iran, North Korea, Syria, Crimea, Donetsk People's Republic, or Luhansk People's

Republic regions of Ukraine/Russia, or from the Xinjiang province of China or any other territory that is or may be subject to sanctions under the Trade Control Laws, as updated from time to time (collectively, "Sanctioned Territories") or have been transported or shipped with the assistance of vessels, carriers, forwarders, or other parties who are Restricted Parties or located in or organized under the laws of Sanctioned Territories; (iv) any information exchanged in connection with the Agreement is not used or disseminated in violation of Trade Control Laws; and (v) actions by or on behalf of Supplier under this Agreement will not cause Buyer to violate anti-boycott provisions of the EAR or the Internal Revenue Code administered by the U.S. Department of Treasury. Seller will promptly notify Buyer if it becomes aware of any violation or potential violation of this Section. Buyer will have the right to immediately terminate the Agreement if Seller is the subject of an OFAC investigation or enforcement action or if Buyer reasonably believes there has been a breach of this Section. For purposes of the foregoing, "Restricted Parties" means any individual or entity (a) included on the list of sanctioned parties maintained by the United Nations, the United Kingdom, the European Union (and its Member States), the U.S. Government, including but not limited to those on the Specially Designated Nationals and Blocked Persons ("SDN") List, Sectoral Sanctions Identifications List, Non-SDN Menu Based Sanctions List, or Foreign Sanctions Evaders List maintained by OFAC, the Entity List, Unverified List, and Denied Persons List maintained by the U.S. Department of Commerce's Bureau of Industry and Security ("BIS"), (b) any entities owned (at 50% or greater level, directly or indirectly) or controlled, by any such listed individuals or entities, individually or in the aggregate; (c) incorporated or ordinarily resident in Cuba, Iran, Syria, North Korea, or Crimea/DPR/LPR regions or such countries or regions that may be added; or (d) owned or controlled by, or acting on behalf of, the Governments of Cuba, Iran, Syria, North Korea, or Venezuela or such countries as may be added from time to time.

17.2. FCPA Compliance. Seller hereby represents, warrants, and covenants that it (i) complies and will continue to comply with the requirements of the U.S. Foreign Corrupt Practices Act (15 U.S.C. § 78dd-1), as may be amended from time to time, and any other applicable foreign or domestic anti-bribery and anti-corruption laws, and any other laws, rules, regulations governing improper payments, gifts, lobbying and political contributions; (ii) is not owned or controlled, in whole or in part, by a foreign official, government, department, agency, or instrumentality; and (iii) if there is a change in (i) or (ii), Seller will promptly notify Buyer. Seller will, upon Buyer's request, provide all books and records if Buyer has a good faith reason to believe that there is a violation of this Section. Buyer has the right to terminate this Agreement, in its sole discretion, if Buyer have good faith reason(s) to believe that Seller is in violation of Anti-Corruption Law(s), and Seller unreasonably fails to comply with Buyer's audit requests, or if in compliance with Buyer's audit requests, through the audit process, Buyer discovers evidence of violations of Anti-Corruption Law(s). Seller hereby consents to the written disclosure by Buyer of the contents of this Agreement, information concerning Seller's performance of this Agreement, and any information relating to possible violations of Anti-Corruption Law(s).

17.3. Customers Compliance; C-TPAT. In addition to any warranties provided hereunder, Seller represents and warrants that the Goods comply with all laws, regulations, rules, and orders (including the retention of any permits, licenses and certifications) relating to the importation of Goods into the United States, the exportation of Goods out of the country of origin, the transit of Goods through intermediate countries and

the sale and use of foreign made Goods in the United States. Seller will ensure that the commercial invoice included with the shipping documents matches the billing invoice. Seller will provide Buyer with the Harmonized Code number and country of origin for each Good specified in the Purchase Order. If Goods supplied by Seller qualifies for preferential tariff treatment under any Free Trade Agreement between Canada, Mexico, and the United States of America, such as USMCA, Seller will provide Buyer with an annual Country of Origin declaration. The declaration must be in the possession of Buyer no later than December 15th of each year. If changes are made which disqualify a Good from qualification during the calendar year indicated in the Country-of-Origin declaration, Seller must immediately provide written notification of such changes to Buyer. Where applicable, Seller will inform Buyer of Seller's Customs--Trade Partnership Against Terrorism ("C-TPAT") program membership status. If Seller is not a C-TPAT participant, then Seller will take reasonable measures as to ensure the physical integrity and security of all shipments to or on behalf of Buyer against the unauthorized introduction of harmful or dangerous materials or unauthorized personnel in transportation conveyances or containers. Such measures may include but are not limited to: (a) physical security of manufacturing, packing, and shipping areas, and restrictions of access of unauthorized personnel to such areas; (b) personnel screening; and (c) development, implementation, and maintenance of written procedures to protect the security and integrity of all shipments. Seller may obtain information pertaining to C-TPAT security requirements at the website <http://www.cbp.gov>. As a C-TPAT member, Buyer is required to make periodic assessments of its supply chain based upon C-TPAT security criteria. Seller will take such reasonable measures as necessary to cooperate with any Buyer supply chain security assessments and to ensure that pertinent security measures are in place and followed throughout Seller's supply chain.

18. Seller Code of Conduct; Chemicals of Concern Policy. Seller represents, warrants and covenants that it will adhere to the (i) Seller Code of Conduct set forth at <https://www.keurigdrpepper.com/content/keurig-brand-sites/kdp/en/our-company/ethics-and-compliance.html> and (ii) Chemicals Management Policy located at https://www.keurigdrpepper.com/wp-content/uploads/2024/02/Chemicals_Management_Policy_2023.pdf

19. Publicity. Seller will not use the name, logo, or trademark of Buyer or its affiliates, co-packers, or co-manufacturers.

20. Survival. Any provision of this Agreement which expressly or by its nature or context is intended to continue beyond termination or expiration, will survive in accordance with its terms, including, without limitation Sections 5, 6, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24.

21. Termination. Buyer may terminate all or a portion of this Agreement, or Purchase Order, without cause at any time upon written notice to Seller. Upon receipt of such termination notice, Seller will promptly comply with the directions contained in such notice and will, as required, (i) take all action necessary to terminate the work as provided in the notice, including causing its Sellers and Subcontractors to terminate such work, minimizing costs and liabilities for the terminated work, and (ii) continue the performance of any part of the work not terminated by Buyer. If all or any portion of this Agreement is terminated without cause, Seller's sole and exclusive remedy is payment for the Conforming Goods and Services received and accepted, which will in no event exceed the Price set forth in the Purchase

Order. Buyer may terminate this Agreement or Purchase Order for Seller's default of any term or condition, that is not cured within fifteen (15) days after receipt of Buyer's written notice of breach, and Seller will be liable for all Losses incurred by Buyer as a result of the default.

22. Audit. Buyer may audit Seller's books and records that relate to performance hereunder. Seller will, and will require its Subcontractors to, retain all records relating to the performance of the Agreement for a period of five (5) years from date of the Purchase Order. Seller will reserve the right for Buyer to perform audits of Seller's Subcontractors as set forth under this section.

23. Force Majeure. Neither party will be liable for any delay or failure to perform hereunder (other than Seller's indemnification obligations) to the extent caused by a natural disaster, red flag warning weather event, pandemic, epidemic, public health emergency, fire, explosion, war, terrorism, government actions or other circumstances beyond a party's reasonable control and without its (and the suppliers or contractors of such Party) fault or negligence (a "Force Majeure Event"), provided that (i) the default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means, and (ii) the non-performing Party uses commercially reasonable efforts to continue to perform or to mitigate the impact of its non-performance notwithstanding the Force Majeure Event. The affected party will immediately notify the other party and must do everything reasonably possible to resume performance as soon as possible. During such period, Buyer will not be charged and/or will receive a refund for any Affected Services. "Affected Services" include those made useless or whose purpose is frustrated by the lack of another service.

24. Miscellaneous

24.1. Further Assurances. Seller will, or cause to take, any other action that may be reasonably necessary to affect the full benefits and rights contemplated by this Agreement at Buyer's request.

24.2. Assignment. Seller may not assign, transfer, or delegate any of its rights or duties (including, without limitation, by operation of law) without Buyer's prior written consent. Buyer may assign or transfer this Agreement or any of its rights hereunder to any of its affiliates or to any successor by merger or acquisition or any Buyer of all or substantially all of its stock or assets without Seller's consent. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve Seller of any of its obligations hereunder.

24.3. Relationship. Each Party will act solely as an independent contractor, and nothing in this Agreement will be construed to give either Party the power or authority to act for, bind, or commit for the other.

24.4. Waiver. The delay in or failure of any Party hereto to enforce at any time any of the provisions of this Agreement will in no way be construed to be a waiver of any such provision, or in any way to affect the validity of this Agreement or any part thereof or the right of any Party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement will be held to be a waiver of any other or subsequent breach.

24.5. Exceptions. Any exception, deviation, amendment, modification, or waiver of any provision of these Terms will be binding on Buyer if it is made in an Exceptions Letter signed by an authorized representative of Buyer.

24.6. Governing Law and Venue. This Agreement, and all disputes, controversies, or claims arising under or in connection herewith, will be governed by and construed in accordance with

the substantive laws of the State of Delaware without regard to any conflict of laws principles, and any and all disputes, controversies, or claims arising out of this Agreement will be subject to the exclusive jurisdiction of the state and federal courts of the State of Delaware.

24.7. **Cumulative Remedies.** Except where expressly stated otherwise, all rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties or otherwise.

24.8. **UN Convention on the International Sale of Goods.** The United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement.