

KNOWLES

PURCHASE ORDER TERMS AND CONDITIONS

Knowles Corporation (“Knowles”), a subsidiary of Knowles, or a division or affiliate of Knowles identified as the CUSTOMER (“CUSTOMER”) on the face of this order (the “Order”) agrees to purchase, and the supplier identified on the face of the Order (“SUPPLIER”), agrees to sell the products, goods, materials, equipment and machinery (“Products”) and/or provide the services (“Services”) described in the Order including in any document, drawing or Schedule referred to or incorporated by reference therein (“Supplemental Documents”), subject to the following terms and conditions and the terms and conditions specified in an Addendum (as defined in Section 4) referencing these terms and conditions (these “Terms,” and together with the Order, the Addendum, if applicable, and the Supplemental Documents, the “Contract Documents”):

1. ***Acceptance; Purchase and Sale.*** The Order shall be deemed to be accepted and shall be a binding contract for the sale of the Products and/or the provision of Services upon the first to occur of the following events: (a) SUPPLIER executing and delivering an acknowledgement of the Order to CUSTOMER; (b) SUPPLIER shipping or delivering the Products to CUSTOMER; or (c) SUPPLIER commencing the performance of the Services. Upon acceptance of the Order, SUPPLIER shall: (i) sell and deliver to CUSTOMER the Products requested in the Order in the quantities specified therein; (ii) meet the delivery dates specified in the Order; and (iii) provide the Products in accordance with the Contract Documents.

2. ***Price and Payment.*** CUSTOMER shall pay SUPPLIER for the Products and Services in accordance with the prices set forth in the Order, which shall be inclusive of all taxes, duties, fees and other charges. All prices are firm and may not be revised without CUSTOMER’s prior written consent. SUPPLIER warrants that the prices for the Products sold hereunder and the Services provided hereunder are not less favorable than those extended to any other customer for the same or similar Products or Services. CUSTOMER shall only be responsible for payment of Products and Services that conform strictly to applicable specifications and which have been accepted by CUSTOMER.

3. ***Delivery.*** Unless otherwise specified in the Order, all Products shall be shipped DDP (Incoterms 2010) to the point of delivery specified in the Order. SUPPLIER shall use only the carriers designated by CUSTOMER, and SUPPLIER shall be responsible for any premium freight charges incurred as a result of SUPPLIER’s failure to meet any reasonable delivery date specified in the Order. Unless otherwise specified in the Order, payment terms are net 60 days.

4. ***Precedence.*** In the event of a conflict between the terms of any Contract Documents, precedence among such documents shall be determined in the following order:

- (a) the Order (including any document, drawing or Schedule referred to or incorporated by reference therein) shall be given the highest precedence;
- (b) followed by the additional terms and conditions incorporated into these Terms by reference in the Order (“Addendum”), whether provided in electronic form, written form, or accessed at www.knowles.com;
- (c) followed by these Terms; and
- (d) finally, any other Contract Document except these Terms, the Order and the Addendum.

5. ***Warranties.*** In addition to any implied warranties and any warranties set forth in any Contract Document, SUPPLIER warrants that all Products delivered and Services provided pursuant to the Order shall, as applicable: (a) be new, free from any defects in material or workmanship; (b) in the case of Services, be performed in a professional and workmanlike manner and in accordance with applicable industry standards, (c) be in conformity with any applicable specifications and applicable industry standards; (d) conform to any statements made on the containers or labels or advertisements for such Products; (e) be properly contained, packaged, marked and labeled in accordance with CUSTOMER’s requirements and all applicable laws relating thereto; (f) be merchantable, and safe and appropriate for the purpose for which the Products will be used and fit for such particular purpose; (g) conform in all respects to samples; and (h) be conveyed free and clear of any liens, encumbrances and security interests and with good title. Payment shall not constitute approval or acceptance by

CUSTOMER and CUSTOMER's right of inspection shall survive payment. Inspection, test, acceptance or use of the Products or Services furnished under the Order shall not affect SUPPLIER's obligations under these warranties, and such warranties shall survive inspection, test, acceptance and use. CUSTOMER reserves the right to return or have reworked, at SUPPLIER's expense, any defective or nonconforming Products, Services or shipments received or provided contrary to the Contract Documents. If requested by CUSTOMER, SUPPLIER shall correct or replace at SUPPLIER's expense the defective or nonconforming Products and Services within 30 days after notice to SUPPLIER of such defect or nonconformity, and all costs incurred in transporting the Products from CUSTOMER to SUPPLIER and return shipment to CUSTOMER and re-implementing any Services shall be borne by SUPPLIER. These warranties shall then apply to the corrected or replaced Products and Services. Alternatively, at CUSTOMER's option, CUSTOMER may repair or correct the defective or nonconforming Products and Services at SUPPLIER's expense. Rejected or nonconforming Products and Services shall not be deemed delivered on-time unless corrected or replaced Products and Services are delivered within the on-time period applicable to the original Order. These warranties shall run to and shall be for the benefit of CUSTOMER, its successors and assigns and customers, and users of the Products and Services.

6. **Counterfeit Parts.** If suspect/counterfeit parts are furnished to CUSTOMER by SUPPLIER under the Order, or are found in any of the Products delivered hereunder, such items will be impounded by CUSTOMER. The SUPPLIER shall promptly replace such suspect/counterfeit parts with parts acceptable to CUSTOMER, and SUPPLIER shall be liable for all costs relating to the removal and replacement of said parts, including without limitation, CUSTOMER's external and internal costs of removing such counterfeit parts, of reinserting replacement parts and of any testing necessitated by the reinstallation of SUPPLIER's Products after counterfeit parts have been exchanged. SUPPLIER shall be fully liable for all such costs, even if such cost might be considered indirect, special or consequential damages. SUPPLIER's liability for suspect/counterfeit parts shall not expire for sixty (60) months after delivery. At CUSTOMER's request, SUPPLIER shall return any removed counterfeit parts to CUSTOMER in order that CUSTOMER may turn such parts over to its customer for further investigation. SUPPLIER agrees that any government or quasi-government directive, such as a GIDEP alert, indicating that such parts are counterfeit, shall be deemed definitive evidence that SUPPLIER's parts contain counterfeit parts.

7. **Manufacturing and Service Standards.** SUPPLIER shall follow good manufacturing and service practices in the production of the Products and providing of the Services so that the Products and Services are of high quality, and comply with all applicable industrial or governmental industrial engineering and safety laws, regulations and requirements. SUPPLIER shall comply with any reasonable request by CUSTOMER regarding manufacture of the Products or provisioning of the Services pursuant to any special drawings, plans, specifications or other requirements of CUSTOMER. With respect to Services involving the presence of SUPPLIER's employees or contractors on the premises of CUSTOMER, SUPPLIER shall comply with all of CUSTOMER's safety and security procedures and shall take all necessary precautions to prevent the occurrence of any injury to person or property with respect to the performance of such Services.

8. **Quality Standards.** CUSTOMER expects to receive defect free (as may be defined in any rating system CUSTOMER uses for suppliers) Products and Services 100% of the time. All Products are subject to CUSTOMER's final inspection and acceptance on delivery. If rejected, the Products will be held for disposal at SUPPLIER's risk and expense. No inspection, acceptance of any part or all of the Products or Services, or any payment shall relieve SUPPLIER from responsibility for furnishing Products and Services conforming to the requirements of the Order, nor prejudice any claim, right or privilege CUSTOMER may have for defective or unsatisfactory Products or Services, or delays in delivery or other non-compliance with the Order. Products, or parts or components thereof, that are incorrect, misidentified or nonconforming may be returned to SUPPLIER by CUSTOMER at SUPPLIER's expense. SUPPLIER shall review and provide a written statement that Product or Services supplied meet CUSTOMER Hazardous Substance Free requirements unless written waiver has been granted by the CUSTOMER for known identified substances or processes that fail to meet CUSTOMER requirements. SUPPLIER shall provide documentation as required by the CUSTOMER including Certificates of Conformance for each lot delivered.

9. **Indemnification.** SUPPLIER shall indemnify, defend and hold harmless CUSTOMER, its affiliates and its and their respective employees, officers, directors, managers, agents, representatives and assigns (each, an "Indemnified Party"), from and against any and all suits, claims, actions, proceedings, costs, losses, expenses (including, without limitation, fines and penalties, settlement awards and attorneys' fees), liabilities and damages (including, without limitation, damages relating to injury or death of any person or destruction of any property, real or personal) arising out of, connected with or resulting in whole or in part from: (a) any acts,



omissions or negligence of SUPPLIER, its subcontractors or other personnel under or in connection with the Contract Documents; (b) any breach by SUPPLIER, its subcontractors or other personnel of any of the terms, covenants, representations, warranties or other provisions contained in any Contract Document; (c) any defects in Products or Services purchased by CUSTOMER; (d) any assertion by any person or entity that the manufacture or supply by SUPPLIER or purchase, use or other application by CUSTOMER of all or any portion of the Products or Services, alone or in combination with other products, infringes, misappropriates or violates any intellectual property right of such person or entity (including, without limitation, any actual or alleged patent, trademark or copyright infringement, misappropriation of trade secret or confidential information, or violation of any other intellectual property right, domestic or foreign); and/or (e) any and all lien notices, lien claims, liens, encumbrances, security interests, or other lien rights of any kind filed by any party including, without limitation, any subcontractor, which in whole or in part are based on any Products or Services provided or to be provided under any Contract Document.

Supplier will not (i)) assert, bring, cause to be brought or threaten to bring any claim, action or proceeding against Customer or Customer's customers alleging that the purchase, making, use, importation, export, offer for sale, sale or other distribution of any Customer product(s), or any components used in any Customer product(s), infringes or misappropriates any of Supplier's intellectual property; or (ii) seek to enjoin, exclude from importation or exportation, or otherwise interrupt the supply, purchase, import, use, sale, offer for sale, distribution, or manufacture of any Customer products or any components therein.

10. **Insurance**

9.1 SUPPLIER represents that it has in place, and covenants to maintain in place for one year after completion of all obligations specified in the Order, third party insurance at its own cost and expense, in each case providing that CUSTOMER and its affiliates shall be considered additional insureds thereunder, in the following amounts unless otherwise specified in the Order:

(a) Commercial General Liability insurance written on an occurrence basis with minimum limits of five million dollars (\$5,000,000) per occurrence;

(b) Professional Liability/Errors & Omissions insurance in the amount of five million dollars (\$5,000,000) for losses from wrongful acts arising from SUPPLIER's performance under the Contract Documents; and

(c) Workers' Compensation (or its local equivalent) insurance at the statutory limit for the jurisdiction in which SUPPLIER operates.

9.2 The foregoing coverages shall be maintained with insurers licensed and admitted in the state(s), provinces, countries and/or jurisdiction(s) where SUPPLIER conducts business and that have an A.M. Best rating of A VIII or better. Unless otherwise prohibited by law, all such policies maintained by SUPPLIER pursuant to the Contract Documents (excluding Professional Liability/Errors & Omissions) shall provide that CUSTOMER and its affiliates shall be considered additional insureds thereunder and be primary and non-contributing with any insurance carried by CUSTOMER or any of its affiliates. Prior to the performance of any work under the Order, or at any time requested by CUSTOMER, SUPPLIER shall provide certificate(s) of insurance (and copies of any applicable endorsements) to CUSTOMER evidencing that the coverage required under these Terms is maintained and in force. SUPPLIER shall also provide renewal certificates to CUSTOMER at the time of each required policy renewal until the date that is one year after SUPPLIER completes all its obligations under the Order. In addition, SUPPLIER shall provide at least 30 days' written notice to CUSTOMER prior to cancellation, non-renewal or material change to any of the policies providing such coverage. The foregoing insurance requirements do not limit SUPPLIER's liability as set forth elsewhere in the Contract Documents.

11. **Limitation of Liability.** EXCLUDING OBLIGATIONS UNDER SECTION 8 AND BREACH OF OBLIGATIONS UNDER SECTION 14, SECTION 15, SECTION 16 AND SECTION 17, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY, IF ANY, IN CONNECTION WITH THE CONTRACT DOCUMENTS EXCEED THE FEES PAID BY CUSTOMER FOR THE PRODUCTS AND/OR SERVICES FOR THE PERIOD OF TWELVE (12) MONTHS PRIOR TO THE EVENT THAT DIRECTLY GAVE RISE TO THE



DAMAGES CLAIMED. EXCLUDING OBLIGATIONS UNDER SECTION 8 AND BREACH OF OBLIGATIONS UNDER SECTION 14, SECTION 15, SECTION 16 AND SECTION 17, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THE CONTRACT DOCUMENTS.

12. **Delay.** Time is of the essence with respect to the Order. SUPPLIER shall complete the delivery of the Products and perform the Services in accordance with the dates specified in the Order. SUPPLIER shall promptly notify CUSTOMER in writing if the supply of the Products or performance of the Services shall be delayed, indicating the cause and extent of the delay, but such notice shall not relieve SUPPLIER of its obligation to deliver and perform as required by the Order.

13. **Cancellation.** CUSTOMER may cancel all or any part of the Order without cause at any time by written notice to SUPPLIER. Upon such cancellation without cause, CUSTOMER shall reimburse SUPPLIER for its actual direct costs incurred in respect of the Order prior to the effective date of notice of cancellation together with any actual direct costs resulting from such cancellation, less the reasonable recoverable value in respect of any Products or partially completed Products which SUPPLIER could reasonably obtain from a third party. In no event shall CUSTOMER be responsible or liable for SUPPLIER's loss of actual or anticipated profits or loss of business or for any other special, punitive, indirect or consequential damages arising out of or relating to the Order or from the performance, suspension, termination or breach thereof, whether based upon principles of equity, contract, tort (including, but not limited to, negligence) or otherwise. In addition to the foregoing, CUSTOMER may cancel the Order without liability at any time and immediately (a) upon SUPPLIER's default under or breach of any Contract Document; (b) upon the cancellation, suspension or other revocation of licenses, permits or authorization necessary for SUPPLIER to fulfill its obligations in accordance with the Contract Documents; (c) following any materially false or misleading statement, representation or claim by SUPPLIER; and (d) immediately upon the filing by or against SUPPLIER of any bankruptcy, receivership, assignment of the benefit of creditors or similar insolvency proceedings under applicable law.

14. **Subcontractors.** SUPPLIER shall not contract or arrange with any third party (for example, a subcontractor or a consultant) to provide or perform all or any portion of the Products or Services without CUSTOMER's prior written authorization. To the extent that CUSTOMER authorizes SUPPLIER to use any party, SUPPLIER shall cause such party to agree in writing to be bound by all of SUPPLIER's obligations under the Contract Documents. SUPPLIER shall remain fully responsible for any Products provided or Services performed by a subcontractor to the same extent as if SUPPLIER had provided the Products or performed the Services. Actions and inactions of such subcontractors shall be deemed to be actions and inactions of SUPPLIER.

15. **Compliance with Laws and Regulations.**

14.1 SUPPLIER and CUSTOMER are committed to conducting operations ethically and in compliance with all laws applicable to them. This includes laws regarding ethics, the FCPA, Conflict Minerals, laws prohibiting commercial bribery, payment to government officials, money laundering and other similar anti-corruption laws, and compliance with laws governing the supply of Products and/or Services and import and export restrictions, customs, duties and taxes (together, the "Applicable Laws"). SUPPLIER shall comply with such Applicable Laws during the term of the Contract Documents.

14.2 SUPPLIER is prohibited from engaging in any corruption, extortion or embezzlement, in any form. SUPPLIER shall comply with all applicable anti-corruption laws and regulations of the countries in which they operate, the U.S. Foreign Corrupt Practices Act (the "FCPA"), the UK Bribery Act 2010, the OECD Anti-Bribery Convention and any international anti-corruption conventions. SUPPLIER shall not offer or accept bribes or employ other means to obtain an undue or improper advantage. Bribes, kickbacks, facilitating payments and similar payments to government officials or to CUSTOMER employees or agents acting on CUSTOMER's behalf are prohibited. CUSTOMER employees are discouraged from accepting gifts or entertainment from suppliers, including gifts or entertainment of nominal value. When business meals are appropriate to further business relationships, those meals may not be extravagant in nature.

14.3 SUPPLIER represents and warrants that no director, officer or employee of SUPPLIER is a government official or the employee of a governmental unit, a governmental subdivision or a government owned or government sponsored enterprise (any one, a "Governmental Entity"), and that SUPPLIER is not



owned in whole or in part by any Governmental Entity. SUPPLIER shall promptly disclose to CUSTOMER should any director, officer or employee of SUPPLIER become an employee of a Governmental Entity or if SUPPLIER is acquired, in whole or in part, by any Governmental Entity.

14.4 CUSTOMER fully supports the position of the Electronic Industry Citizenship Coalition (EICC) and the Organization for Economic Co-operation and Development (OECD) to avoid the use of metallic ores which finance or benefit armed groups in Covered Countries. SUPPLIER warrants and agrees not to use in the Products minerals and metallic ores that (i) directly or indirectly finance or benefit armed groups in the Democratic Republic of the Congo (DRC) or adjoining countries or (ii) originated in any country that is, or whose government is, the target of countywide sanctions imposed by any U.S. government sanctions authority (which countries are currently Cuba, Iran, North Korea, Sudan and Syria). In addition, SUPPLIER shall use reasonable commercial efforts to whenever possible source conflict minerals from sources that are certified as conflict free by an independent third party. SUPPLIER also shall at all times comply with CUSTOMER's policies on the use and sourcing of conflict minerals and shall provide to CUSTOMER such information as it may request in connection with Supplier's usage and source of conflict minerals and its related policies and procedures. In each case, the terms contained in this Section shall have the meanings contained in Rule 13p-1 under the Securities Exchange Act of 1934, as amended, and Form SD adopted pursuant to that Rule, as they may be amended from time to time and interpreted by the U.S. Securities and Exchange Commission. SUPPLIER shall provide CUSTOMER with an opportunity to audit from time to time the source of the Conflict Minerals contained in all or any part of the Goods and Services. SUPPLIER shall reimburse CUSTOMER for any costs, fines or penalties that it incurs if SUPPLIER does not comply with this Section 14.4. SUPPLIER shall maintain accurate books and records of the transactions contemplated under the Contract Documents and shall retain such records for a period of five (5) years following the last delivery of Products or Services. CUSTOMER shall have the right, on reasonable notice, to examine such records to verify compliance with this Section 14.

14.5 SUPPLIER hereby certifies that SUPPLIER and its directors, officers, employees, agents, sub-contractors and/or consultants:

- (a) are familiar with, and shall comply in all respects with, Applicable Laws;
- (b) have not and shall not authorize or make any payments or gifts or any offers or promises of payments or gifts of any kind, directly or indirectly, in connection with the Contract Documents to any "foreign official," including: (i) any official, agent, or employee of any government or governmental agency; (ii) any political party or officer, employee or agent thereof; or (iii) any holder of public office or candidate for political office; and
- (c) are not officials or employees of any government, an official of a political party, or a candidate for political office, or a director, officer, employee, or affiliate of a government instrumentality.

14.6 SUPPLIER understands that for purposes of this Section, a "foreign official" may include an employee or official of a commercial entity in which a government body has an ownership interest or exerts control over the activities of such entity, as well as officials and employees of public international organizations.

16. **Knowles Supplier Code of Conduct.** SUPPLIER shall perform its obligations under the Order in conformance with all of Knowles' policies, procedures, and codes of conduct applicable to suppliers of Products and Services to Knowles, copies of which may be found at <http://www.knowles.com/index.php/eng/Our-company/Services/Quality-assurance#Supplier-Management>

17. **Confidentiality.** SUPPLIER shall consider all information furnished by CUSTOMER to be confidential and shall not disclose any such information to any other party, or use such information itself for any purpose other than performing its obligations under the Order without CUSTOMER'S prior written consent. This Section shall also apply to drawings, specifications, other documents and materials prepared by SUPPLIER or the like for CUSTOMER in connection with the Order. SUPPLIER shall not disclose or publish the fact that CUSTOMER has a contractual relationship with SUPPLIER without CUSTOMER'S prior written consent.

18. **Ownership.** All drawings, know-how, designs, confidential information and the like disclosed to SUPPLIER by CUSTOMER and all rights therein shall remain the property of CUSTOMER and shall be kept



confidential by SUPPLIER in accordance with the Contract Documents. SUPPLIER shall have no claim to, nor ownership interest in, any information or materials provided or communicated by CUSTOMER, and such information and materials, in whatever form and any copies thereof, shall be promptly returned to CUSTOMER upon written request from CUSTOMER. SUPPLIER acknowledges that no license or rights of any sort are granted to SUPPLIER under the Contract Documents in respect of any rights in CUSTOMER's information, developments, devices, processes, or other intellectual property arising therefrom. Should SUPPLIER perform development work in producing the material covered by the Order, and such development work has been funded by CUSTOMER, CUSTOMER is and shall be the sole and exclusive owner of all right, title and interest throughout the world in and to any and all such development work and SUPPLIER hereby assigns all right, title and interest in and to the same to CUSTOMER. If SUPPLIER performs development work in producing the material covered by the Order, and such development work is not funded solely by CUSTOMER, CUSTOMER is hereby granted a full and complete worldwide, exclusive, perpetual, irrevocable, sublicensable, fully paid up and royalty-free license to make, have made, use, sell, or modify any intellectual property developed through such development work and to permit any other party to do the same. Each party shall execute such documents as are reasonably requested by the other party to effect the terms and conditions of this Section.

19. **Tooling and Equipment.** All samples, tool, dies and equipment ("Equipment") furnished to SUPPLIER by or on behalf of CUSTOMER, or specifically paid for by CUSTOMER, shall be CUSTOMER property and the same may be inspected and/or removed by CUSTOMER at any time without additional cost to CUSTOMER. The Equipment shall only be used to manufacture Products for and/or provide Services to CUSTOMER. SUPPLIER shall bear any taxes assessed against such Equipment and the full cost of preparing and crating for shipment as directed by CUSTOMER upon completion of the Order as CUSTOMER may give. The Equipment shall be kept free of liens, encumbrances and security interests at all times, without expense to CUSTOMER. The Equipment shall not be removed from SUPPLIER's facility without CUSTOMER's prior written consent. Payment for invoices for such Equipment is subject to CUSTOMER written approval of samples from such Equipment. Production samples must have written approval before any production shipments are made unless a written exception to this rule is submitted to SUPPLIER by a CUSTOMER authorized representative.

20. **Severability.** If any provision of the Contract Documents or the application of any such provision to any party or circumstance shall be declared to be invalid, unenforceable or void, such decision shall not have the effect of invalidating or voiding the remainder of the Contract Documents, it being the intent and agreement of the parties that the Contract Documents shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting therefor another provision that is valid, legal and enforceable so as to materially effectuate the parties' intent.

21. **Notices.** All notices, consents, waivers and other communications required or permitted by the Contract Documents shall be in writing and shall be deemed given to a party when (a) delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid); (b) sent by facsimile or e-mail with confirmation of transmission by the transmitting equipment; or (c) received or rejected by the addressee, if sent by certified mail, return receipt requested.

22. **Entire Agreement.** The Contract Documents constitute the sole and exclusive agreement between CUSTOMER and SUPPLIER with respect to their subject matter, and supersede all prior understandings, representations, negotiations and correspondence between the parties, constitute the entire agreement between them with respect to the matters described, and shall not be modified or affected by any course of dealing, course of performance or usage of trade (with the exception of any written agreements between the parties specifically stating that such agreement governs in the event of a conflict). The Contract Documents may be changed only by an agreement in writing executed by the parties hereto. No terms or conditions contained in any document which has been or may in the future be supplied by SUPPLIER which are in addition to, different from, inconsistent with or attempt to vary any of the terms or conditions of the Contract Documents shall supersede any of the terms or conditions of the Contract Documents. CUSTOMER's acceptance of the Products shall not be construed as an acceptance of any terms or conditions contained in any such document. No waiver by CUSTOMER of any rights or breach of any provision of the Contract Documents shall constitute a waiver of CUSTOMER's other rights under the Contract Documents, nor shall it be deemed to be a general waiver of such provision by CUSTOMER or to sanction any subsequent breach by SUPPLIER. Any provision of the Contract Documents which, by its nature, would survive termination or expiration of the Contract Documents shall survive any such termination or expiration.

23. **Relationship of Parties.** The relationship between CUSTOMER and SUPPLIER is that of



independent contractors only, and nothing in the Contract Documents shall be construed to create a partnership, joint venture, employer-employee or agency relationship or any other relationship between CUSTOMER and SUPPLIER other than that of independent contractors.

24. **Assignment.** SUPPLIER may not assign or transfer any Contract Document by operation of law or otherwise or any right or obligation thereunder, or delegate any obligation thereunder to any party without the prior written consent of CUSTOMER.

25. **Jurisdiction.** Any suit or other proceeding arising out of or relating to the Contract Documents shall be brought in the courts of the State of Illinois, County of Cook, or, if it has or can acquire jurisdiction, in the United States District Court for the Northern District of Illinois, and each of the parties hereto irrevocably submits to the exclusive jurisdiction of each such court in any such suit or proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the suit or proceeding shall be heard and determined only in any such court and agrees not to bring any suit or proceeding arising out of or relating to the Contract Documents in any other court or forum.

26. **Governing Law.** The Contract Documents shall be construed in accordance with the laws of the State of Illinois, and the rights and liabilities of the parties hereto, including any assignees, shall be determined in accordance with the laws of the State of Illinois. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the transactions contemplated by the Contract Documents.