



ZEBRA

STANDARD TERMS AND CONDITIONS OF SALE FOR THE NORTH AMERICA AND LATIN AMERICA REGIONS

Unless “Seller” (Zebra Technologies International, LLC, or any of its affiliates which accepts the purchase order placed by Buyer) agrees otherwise expressly and in writing or Seller and the entity which placed a purchase order with Seller (“Buyer”) have entered into a written and express agreement for the sale from Seller to Buyer of equipment, accessories, parts, software licenses (jointly, “Products”) or services (“Services”) (in which case, such agreement will continue to govern the sale of such Products or Services), the following terms and conditions (“T&Cs”) shall apply to all sales of all Products and Services from Seller to Buyer in or for the North America and Latin America regions. As used herein, the term “Services” does not refer to network-based access rights to software, which are governed by separate agreements with Seller. Any terms and/or conditions different than, or in addition to, these T&Cs which may appear on any purchase order or other document furnished by Buyer, or which may be implied by trade, custom, practice or course of dealing, are objected to and shall have no force and effect. By placing a purchase order to Seller, Buyer accepts that the T&Cs shall govern the sale of all Products and Services included in such purchase order.

1. QUOTATIONS. Unless otherwise expressly stated by Seller in writing, all quotations by Seller expire after the time period specifically listed on the quotation, or if no such time period is specified, thirty (30) calendar days after the corresponding quotation’s date of issuance. If there is any conflict or inconsistency between these T&Cs and any Seller’s quotation related to the sale of the relevant Products or Services or Seller’s acknowledgement note (if any), such documents will prevail in the following order to the extent of the conflict or inconsistency: (i) Seller’s acknowledgement note (if any); (ii) Seller’s quotation; (iii) these T&Cs.

2. INVOICING AND TERMS OF PAYMENT. Unless otherwise expressly approved in writing by Seller and communicated to Buyer: (i) Seller shall invoice to Buyer 100% (one hundred percent) of the price of the Products in advance upon shipment (or license issuance in the case of software) and in United States Dollar (USD) currency; (ii) Buyer shall pay to Seller 100% (one hundred percent) of the price of the Products in advance of shipment (or license issuance in the case of software) and in United States Dollar currency; (iii) Seller shall invoice Buyer 100% of the price of the Services upon completion of the Services and, at Seller’s exclusive discretion, in USD currency; and (iv) Buyer shall pay to Seller 100% of the price of the Services within 30 calendar days from the date of the corresponding invoice. At Seller’s exclusive discretion and without prejudice to other rights or remedies, Buyer’s failure to pay Seller’s invoices on a timely manner may: (i) entitle Seller to charge Buyer with an 18% annual late fee or the maximum allowable by law, from the due date until the date of actual payment; (ii) entitle Seller to terminate, without liability, any of its obligations; and/or (iii) invalidate any warranty over the Products or Services granted by Seller. Seller may revoke any credit extended to Buyer at any time and at Seller’s exclusive discretion. Seller reserves the right to request any payment guarantee from Buyer. If Seller accepted in writing to receive from Buyer a letter of credit, guarantee, or other form of credit enhancement, Seller will not be considered to have received payment from Buyer unless and until Seller receives actual and irrevocable payment from the party obligated on such letter of credit, guarantee or credit enhancement. Each shipment of Products shall be invoiced and paid for when due without regard to other scheduled shipments.

3. PRICES, TAXES AND DUTIES. Unless otherwise specified expressly and in writing in Seller’s quotation or expressly communicated in writing to Buyer, the prices for the Products and Services are in United States Dollar currency. Buyer agrees that the Buyer’s purchase order is an offer to purchase the Products and Services at the prices in effect on the date of Seller’s acceptance/acknowledgement of Buyer’s purchase order or the prices included in Buyer’s quotation, if any. Prices are exclusive of all value added tax and fees, including with no limitation VAT, municipal or other government taxes, custom duties, sales taxes, use taxes, occupational or like taxes in force. Buyer shall pay to Seller all such taxes, whether imposed on Seller or Buyer or any of their affiliates. In order to exempt a sale of Products or Services from any applicable tax, at the time of Buyer’s purchase order placement to Seller, Buyer shall supply to Seller a government issued certificate of exemption or similar document.

4. DELIVERY TERMS, TRANSFER OF TITLE AND ACCEPTANCE. The delivery terms for all shipments are FCA Seller’s applicable manufacturing location or, at Seller’s option, Seller’s applicable distribution center (Incoterms 2020). Title and risk of loss shall pass from Seller to Buyer upon delivery of the Products to Buyer’s common carrier or representative at Seller’s applicable manufacturing location or, at Seller’s option, Seller’s applicable distribution center, provided that title to all intellectual property rights embodied in the Products, including all rights to software incorporated in the Products or otherwise provided to Buyer, shall never pass to Buyer. Buyer is responsible for obtaining insurance for the Products after transfer of title; all claims with respect to the Products must be made by Buyer directly with its insurance carrier. Absent specific written instructions, Seller will select for



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Buyer the common carrier for shipment, but in doing so, will not assume any liability for the shipment, nor shall the common carrier in any way be construed to be Seller's agent. Seller shall not be liable for any damages or penalties for any delays caused by any such common carrier or any failure of such common carrier to give notice of such delays. The shipping and/or delivery dates that Seller may have provided to Buyer are approximate only and are subject to availability. Seller shall not be liable for any loss or expense incurred by Buyer if for any reason one or more Products are not shipped or delivered by such dates. At its own discretion, Seller may conduct partial shipments of Products, which shall not relieve Buyer from its payment obligations for the remaining deliveries. Product acceptance occurs upon shipment. Any person receiving the Products or Services at the place of delivery has sufficient authority to accept the Products or Services on behalf of the Buyer.

5. CONFIDENTIAL DISCLOSURE AND MISUSE OF INFORMATION; SOFTWARE AND FIRMWARE

5.1 Confidential Disclosure and Misuse of Information. Buyer acknowledges and agrees that pursuant to these T&Cs it is gaining access to and acquiring certain confidential materials and information from Seller ("Confidential Information") for its own use, and it represents, warrants and agrees that it will not disclose or release any such Confidential Information that is marked as confidential or which by its nature should reasonably be understood to be confidential, or use such Confidential Information for the benefit of any third party, either directly or indirectly, except in those instances where Seller has given its prior written permission. Buyer may disclose such materials and information only to those of its employees who "need to know" such information in order to carry out the duties of their employment directly relating to Buyer's use of such information as permitted under these T&Cs or, if (i) Buyer is the owner of Products and arranges with an independent service provider ("ISP") to provide repair services for Buyer, to such ISP; or; (ii) Buyer is an ISP and uses the Products purchased hereunder for the repair of Seller's Products, to the owners of such Seller's Products, provided that each of such employees, ISPs or owners shall be obligated by written agreement to maintain the confidentiality of materials and information to which they have access. Buyer acknowledges and agrees that the remedy at law for any breach of this Section shall be inadequate, and in the event of a breach or threatened breach by Buyer of any of the provisions of this Section, Seller shall be entitled to injunctive relief in addition to any other remedy that it may have. Nothing herein shall be construed as prohibiting Seller from pursuing any other remedies available to Seller for such breach or threatened breach, including the recovery of damages.

5.2 Software and Firmware. To the extent a Product or Service is or includes software proprietary to Seller ("Seller Software") or is hardware in which proprietary software is embedded ("Seller Firmware"), Buyer acknowledges and agrees that Seller Software and Seller Firmware (collectively, "Licensed Programs") include valuable trade secrets and Confidential Information of Seller. Title to the Licensed Programs is retained by Seller. Seller grants to end users of Products only a non-transferable and non-exclusive license to use the Licensed Programs. Each Licensed Program is governed by and subject to the applicable Seller end user license agreement (EULA), which is available at <https://www.zebra.com/us/en/support-downloads/eula/eula-downloads.html> (or any equivalent thereof) or stored on the Product.

6. **LIMITED WARRANTY.** Unless otherwise communicated by Seller to Buyer in writing and expressly, Buyer only provides Buyer's standard warranty available at <https://www.zebra.com/us/en/support-downloads/warranty/product-warranty.html> (or any equivalent thereof).

7. INFRINGEMENT CLAIMS

7.1 Defense of Claims. Seller will defend or, at Seller's option, settle any claim and any lawsuit brought against Buyer by a third party alleging that any Seller-branded product ("Seller Product"), as originally delivered by Seller to Buyer under these T&Cs, directly infringes a patent or copyright in existence as of the date of delivery of such Seller Product to Buyer and registered in a jurisdiction in which the Seller Product is delivered to Buyer ("Infringement Claim"), so long as Buyer (i) promptly notifies Seller in writing of the Infringement Claim, (ii) gives Seller sole authority and control of the defense, including sole discretion to settle the Infringement Claim, and (iii) provides Seller all requested information and assistance for resolving or defending the Infringement Claim.

7.2 Payment of Damages. Seller will pay all damages finally awarded against Buyer by a court of competent jurisdiction to the extent based upon the Infringement Claim. For non-Seller Products, including any third party software, Seller's obligations for infringement claims shall be limited to any obligations or commitments provided by such third party supplier. To fulfill its obligations under this Section 7.2, Seller may, in its sole discretion: (x) obtain a license for Buyer to continue to use or to sell the Seller Product; (y) replace or modify the Seller Product so as to be substantially functionally equivalent but non-infringing; or (z) refund the purchase price paid to Seller by Buyer for such Product less a reasonable charge for straight line depreciation and/or prior use. Seller shall have no liability



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to Buyer for any alleged or actual infringement in connection with Buyer's ordering, use, or transfer of Seller Products after Seller's notice to Buyer to cease use or transfer of such Seller Products arising from an Infringement Claim.

7.3 **Exclusions.** Seller shall have no liability or obligation to Buyer under this Section 7 for: (i) damages based upon a per-use royalty or Buyer's revenues, (ii) any compromise or settlement made by Buyer in connection with an Infringement Claim without Seller's prior written and express consent, or (iii) any alleged or actual infringement arising out of (a) use of Seller Products in connection or in combination with equipment or software not provided by Seller, (b) use of Seller Products in a manner for which they were not designed, (c) any modification of Seller Products by anyone other than Seller, (d) compliance with Buyer's or a third party's designs, specifications, guidelines or instructions, (e) use of the Seller Product in a patented process, (f) Buyer's ordering, use, or transfer of Seller Products after Seller's notice to Buyer to cease use or transfer of such Seller Products arising from an Infringement Claim.

7.4 **LIMITATIONS.** THIS SECTION 7 PROVIDES BUYER'S SOLE AND EXCLUSIVE REMEDIES AND SELLER'S ENTIRE LIABILITY IN THE EVENT OF AN INFRINGEMENT CLAIM. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, COLLATERAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR LOST PROFITS OF BUYER IN CONNECTION WITH ANY CLAIMS, LOSSES, DAMAGES OR INJURIES UNDER THIS SECTION. IN NO EVENT SHALL SELLER'S LIABILITY UNDER THIS SECTION EXCEED THE TOTAL NET SALES TO BUYER OF THE APPLICABLE SELLER PRODUCT DURING THE TWELVE-MONTH PERIOD PRECEDING THE DATE OF THE INFRINGEMENT CLAIM. IN ADDITION, THE RIGHTS AND REMEDIES PROVIDED IN THIS SECTION ARE FURTHER SUBJECT TO AND LIMITED BY THE RESTRICTIONS SET FORTH IN THE LIMITATION OF LIABILITY SECTION OF THESE T&CS.

8. **LIMITATION OF LIABILITY.** TO THE EXTENT ALLOWABLE UNDER APPLICABLE LAW: (i) IN NO EVENT SHALL SELLER BE LIABLE TO THE BUYER OR OTHERS, REGARDLESS OF THE FORM OF ACTION OR THEORY OF RECOVERY, FOR ANY INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS OR REVENUES, INCONVENIENCE, LOSS OF GOODWILL, OR OTHER ECONOMIC OR COMMERCIAL LOSS, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (ii) SELLER'S TOTAL LIABILITY ARISING FROM OR RELATED TO THESE T&CS SHALL BE LIMITED TO THE AMOUNT OF MONEY PAID BY THE BUYER FOR THE PURCHASE OF THE PRODUCT OR THE SERVICE AFFECTED, EXCEPT IN INSTANCES OF BODILY INJURY.

9. **OTHER PRODUCTS AND SERVICES.** Buyer acknowledges and accepts responsibility for the selection of the Products and Services to achieve the Buyer's intended results, and their installation, system integration and use. Buyer also has the responsibility for selection and use of other equipment, software, and services acquired from third parties outside of these T&Cs and used with the Products or Services. Seller has no responsibility for planning, development, implementation, installation, system integration, or support unless provided under a separate written consulting or service agreement between Buyer and Seller.

10. **DELAYED ORDERS.** Any request for delay in delivery of Product or in commencement of Services must be provided by Buyer to Seller in writing and shall be effective only upon receipt and written and express acceptance by Seller. Buyer may not request Seller delay delivery of Product or Services less than thirty (30) calendar days prior to the scheduled shipment date of a Product, or less than fifteen (15) calendar days prior to the commencement of the Services. Buyer may not postpone a scheduled shipment of Product or commencement of Service to a date more than three (3) months from the originally scheduled shipment or commencement date, and any attempt to do so shall be deemed a cancellation of the order pertaining to such shipment of Product or Services and Seller shall be entitled to pursue all legal remedies including without limitation lost profits. Purchase orders accepted by Seller may not be cancelled within the term of thirty (30) days before the date of scheduled delivery of Product or commencement of Services. Purchase orders for Products or Services that are custom designed, modified or special products not listed on a published Seller price list may not be cancelled.

11. **SECURITY INTEREST.** Buyer grants to Seller a security interest in all non-software Products now existing and hereafter acquired, including all proceeds thereof, and in all accounts receivable arising from the resale of the Products by Buyer, when such resale is authorized by Seller. This grant of security interest is made to secure payment of all debts and liabilities and performance of all obligations of Buyer to Seller, whether such debts, liabilities and obligations are now existing or hereafter arise and whether direct or contingent. Buyer agrees to execute all instruments and perform all acts which may be deemed necessary by Seller for the creation, perfection and protection of such lien and security interest. In the event Buyer fails to make payment when due for purchases, Buyer agrees to promptly pay all of Seller's costs of collection, including reasonable attorneys' fees, costs and expenses.



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12. FORCE MAJEURE

12.1 Neither party shall be liable for any delay or default in its performance of any obligation under the T&Cs caused by events beyond its reasonable control, including but not limited to acts or omissions of any governmental authority, import or export regulations, embargoes or civil disturbance, war, delays or failures of subcontractors or suppliers or transportation or energy failures (a "Force Majeure Event").

12.2 If a Force Majeure Event could in the opinion of the affected party prevent, materially delay or adversely affect the performance of its obligations under the T&Cs then that party shall be entitled by reasonable notice to the other party to suspend performance of its obligations until when the Force Majeure Event has been concluded.

12.3 Notwithstanding the foregoing, Seller shall always be entitled to receive payment for Products delivered and for Services on which it has commenced work.

13. EXPORT CONTROL. By placing a purchase order to Seller, Buyer:

13.1 Acknowledges its understanding that any Products, Services and technology, including technical data (collectively, the "Supplied Items"), that Buyer receives from Seller, and any use, export, re-export, re-sale, release or other transfer of any Supplied Item or of any product, software or technology manufactured outside of the United States that contains or is the product of any Supplied Item may be subject to the jurisdiction of the export controls and trade sanctions of the United States and that such export controls and trade sanctions may be extraterritorial.

13.2 Represents and warrants that: (i) Buyer is not located in, under the control of, or a national or resident of Cuba, Iran, North Korea, Crimea Region of Ukraine, and/or Syria or to any other country subject to restriction under applicable laws and regulations, and it will not transfer, export, or re-export, directly or indirectly, any Supplied Items to such countries or to any nationals thereof; (ii) Buyer will not use Supplied Items in any activity related to the development, production, use, maintenance, or proliferation of weapons of mass destruction, including, without limitation, uses related to nuclear, missile, and/or chemical/biological development and/or production, and Buyer will not transfer, export, or re-export, directly or indirectly, Supplied Items, including any new products developed from or manufactured using Supplied Items, to any party engaged in any such activity; (iii) Buyer will not transfer, export, or re-export any Supplied Items, including new products developed from or manufactured using Supplied Items, directly or indirectly, to any party identified on a restricted party list published by the U.S. government or any other government, or to any party otherwise prohibited under any applicable law from receiving Supplied Items; and Buyer is not on any such restricted party list, nor under the control of an entity on any such list; (iv) Buyer will not transfer, export, or re-export, directly or indirectly, any Supplied Items, including new products developed from or manufactured using Supplied Items, that are subject to the jurisdiction and regulations of a U.S. government or any other government, nuclear regulatory agency and/or defense regulatory agency, without the proper written government authorization, if applicable; and (v) Buyer acknowledges that the use, development, production, transfer, export or re-export of certain Supplied Items may be subject to export and re-export licensing requirements of the U.S. government or other government and Buyer shall comply with all applicable export and compliance laws and regulations whenever it transfers, exports, or re-exports Supplied Items, including new products developed from or manufactured using Supplied Items, and acknowledges that such controlling laws and regulations may be amended from time to time. With respect to the Buyer's transfer, export, or re-export sales of the Supplied Items, Seller shall not be responsible for obtaining any necessary export licenses relating to the Supplied Items.

13.3 Confirms that it is Buyer's policy to comply with all the applicable US export control laws and regulations, including but not limited to "military end-user", "military intelligence end-user", "military end-use" and "military intelligence end-use" controls as described in 15 CFR Part 744 (as supplemented).

13.4 Confirms that it is not a "military end-user" and/or a "military intelligence end-user" in Myanmar, Russia, Venezuela, or China as defined in said law.

13.5 Confirms that the Products purchased and/or received from Seller and appearing in Supplement No. 2 of said law are not intended entirely, or in part, for a "military end-use" and / or "military intelligence end-use" as described in said law and on the U.S. Munitions List (22 C.F.R. § 121).

13.6 Confirms that no Product purchased from Seller and appearing in Supplement No. 2 of said law is destined for a "military end-user", a "military intelligence end-user", or for a "military end-use" or "military intelligence end-use" as those terms are defined in said law to the following countries: Myanmar, Russia, Venezuela, or China.

14. WASTE ELECTRICAL AND ELECTRONIC EQUIPMENT (WEEE) REGULATIONS. If Buyer is located in, or uses any Product within, any Member State of the European Union, and such Product was purchased after 13 August 2005, Buyer agrees to return any Product to Seller, at Seller's expense, at the end of such Product's useful life. Buyer warrants that such return of Product will be the exclusive method by which Buyer will dispose of any Product. Seller FAQs on EU and UK WEEE and Battery Directives are available at <https://www.zebra.com/us/en/about-zebra/company-information/compliance/environmental-management/weee-faqs.html> (or any equivalent thereof).



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15. DISPUTE RESOLUTION AND GOVERNING LAW

15.1 The parties will attempt to settle any claim or controversy arising out of these T&Cs through consultation and negotiation in good faith and the spirit of mutual cooperation. If those attempts fail, then the dispute will be submitted for non-binding mediation conducted by a mutually acceptable mediator. The mediator will be chosen by the parties within 21 calendar days after written notice by either party to the other party demanding mediation. In no event will either party unreasonably withhold consent to the selection of a mediator and both parties will share equally the costs of the mediation. Any dispute that cannot be resolved between the parties through negotiation or mediation within 45 calendar days of the date of the initial written notice demanding mediation, unless the parties agree in writing to extend such term, may then be submitted for resolution to the corresponding courts, as indicated in these T&Cs. Nothing in this Section will prevent either party from resorting to judicial proceedings at any time, if: (a) the claim or lawsuit involves intellectual property rights or (b) interim relief from a court is necessary to prevent serious and irreparable injury to that party or to others.

15.2 These T&Cs will be interpreted under, and any disputes whether sounding in contract, tort or otherwise arising out of these T&Cs will be governed by, the laws of the State of Illinois, excluding its conflicts of law principles. Buyer irrevocably consents to the exclusive jurisdiction of the state and federal courts located in Cook or Lake County in the State of Illinois, USA, in connection with all actions arising out of or in connection with these T&Cs, and waives any objections that venue is an inconvenient forum. Buyer further agrees that it will not initiate any action against Seller in any other jurisdiction.

15.3 Notwithstanding the foregoing, if the Seller is a Seller Affiliate based in (i) Mexico, these T&Cs will be interpreted under, and any disputes whether sounding in contract, tort or otherwise arising out of these T&Cs will be governed by, the laws of Mexico, excluding its conflicts of law principles and Buyer irrevocably consents to the exclusive jurisdiction of the state and federal courts located in the Mexico City, in connection with all actions arising out of or in connection with these T&Cs, and waives any objections that venue is an inconvenient forum; (ii) Colombia, these T&Cs will be interpreted under, and any disputes whether sounding in contract, tort or otherwise arising out of these T&Cs will be governed by, the laws of Colombia, excluding its conflicts of law principles and Buyer irrevocably consents to the exclusive jurisdiction of the state and federal courts located in Bogota, in connection with all actions arising out of or in connection with these T&Cs, and waives any objections that venue is an inconvenient forum; or (iii) Argentina, these T&Cs will be interpreted under, and any disputes whether sounding in contract, tort or otherwise arising out of these T&Cs will be governed by, the laws of Argentina, excluding its conflicts of law principles and Buyer irrevocably consents to the exclusive jurisdiction of the state and federal courts located in the City of Buenos Aires, in connection with all actions arising out of or in connection with these T&Cs, and waives any objections that venue is an inconvenient forum.

15.4 Buyer further agrees that it will not initiate any action against Seller in any jurisdiction different to the ones included herein. Buyer agrees that a final judgment in any such action or proceeding will be conclusive and may be enforced in any other jurisdiction (including without limitation, the appropriate courts of the jurisdiction in which Buyer is resident or in which any property or an office of Buyer is located) by suit on the judgment or in any other manner provided by law.

The provisions of this Section (Dispute Resolution and Governing Law) shall survive the termination or expiration of these T&Cs.

16. PERSONAL DATA. The processing of Personal Data under these T&Cs shall be governed exclusively by the Global Customer Data Privacy Addendum posted at <https://www.zebra.com/us/en/terms-conditions.html> (or any equivalent thereof), which is incorporated by reference herein. Seller may update the Global Customer Data Privacy Addendum from time to time and in its sole and absolute discretion.

17. INFORMATION SECURITY. In performing Services hereunder, Seller shall use reasonable commercial efforts to comply with the Information Security Addendum posted at [Global Customer Data Privacy Addendum \(North America, Latin America, EMEA And Asia Pacific\)](#) (or any equivalent thereof), which is incorporated by reference herein and Seller's Privacy Statement, as amended by Zebra from time to time. Buyer is responsible for any security vulnerabilities and the consequences of such vulnerabilities arising from Buyer's network or data storage configuration, usage, and systems.

18. MISCELLANEOUS

18.1 Confidential Information. All information included in a quote from Seller or otherwise provided by Seller to Buyer in connection with the sale of the Products or Services is strictly Confidential Information and Buyer may not disclose it to third parties without Seller's prior, written, and express authorization.

18.2 Publicity. Neither of Buyer and Seller shall make any press release or similar public statement, about the other party, without the other party's prior written consent. Notwithstanding the foregoing, Seller may, without



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Buyer's consent, develop marketing material related to the sale of the Products or Services to Buyer and promote and make known to third parties such material through the means that Seller considers appropriate, including without limitation, mass means of communication, social networks, Internet pages, events, training, presentations, promotional material sales, product or service offers, press statements, success stories, interviews, stories, infographics, documents, images and videos. Such material may include Buyer's name and logo and information about the Products and Services that Seller has sold to Buyer.

18.3 Assignment. These T&Cs shall inure to the benefit of and shall be binding upon the parties hereto. Except as stated in this sub-section (Assignment), neither party shall have the right to pledge or otherwise delegate or assign its rights or obligations under these T&Cs, without prior written and express consent of the other party, except that Seller, without Buyer's consent, may assign its right to receive payments under these T&Cs and may assign its rights and obligations under these T&Cs, in whole or in part, to a parent, subsidiary or affiliated entity, or to another entity in connection with the sale or other transfer of all or substantially all of its business assets or one or more of its product lines.

18.4 Subcontractors. Seller may subcontract any third party to perform all or some of Seller's obligations, without Buyer's consent. In any event, Seller shall continue to be responsible for such obligations.

18.5 Independent Contractor. The sale of Products or Services does not create any relationship between Seller and Buyer different to the transactions referred herein. Nothing in these T&Cs or in regard to the sale of the Products or Services will be construed as creating a partnership between Seller and Buyer for any purpose whatsoever. Neither Seller nor Buyer will have the power or authority to bind the other party or impose any obligations on it for the benefit of any third party. Each of Seller and Buyer is responsible for its labor obligations towards its own employees or personnel. Buyer is responsible for appointing appropriate personnel with sufficient knowledge for the handling of the Products and to receive the Services. Seller has no liability for damages or miss performance of the Products or Services arising from or as a result of Buyer's personnel's lack of expertise.

18.6 No Third Party Beneficiaries. The sale of the Products or Services is solely for the benefit of Buyer. No third party has the right to any claim or asset any rights thereof.

18.7 Entire Agreement and Severability. These T&Cs, Seller's quote(s) (if any) and the additional terms and conditions that Seller may have provided to Buyer for the sale of the Products or Services constitute the whole agreement between Seller and Buyer regarding the sale of the Products or Services and supersede any prior agreements and arrangements between Seller and Buyer in relation to such subject matter. Furthermore, unless expressly accepted in writing by Seller, any terms or conditions proposed by Buyer, including with no limitations terms and conditions included in Buyer's purchase order(s), which add to, vary from or conflict with these T&Cs, Seller's quote or the additional terms and conditions that Seller may have provided to Buyer, are hereby excluded and any such proposed terms shall not apply. Unless otherwise expressly set forth in these T&Cs, Seller's quote or the additional terms and conditions that Seller may have provided to Buyer, all of such documents may be modified only through an express and written amendment signed by Seller's authorized representative. If any provision of these T&Cs, Seller's quote or the additional terms and conditions that Seller may have provided to Buyer is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction, such provision shall be severed and the remainder of the provisions shall continue in full force and effect.

18.8 Notices. All notices required to be given under these T&Cs, Seller's quote or the additional written terms and conditions that Seller may have provided to Buyer will be in writing and delivered by hand, email, facsimile or by overnight courier to the appropriate party as follows: (i) notices to Buyer shall be sent to the billing address as stated in Buyer's corresponding purchase order; (ii) notices to Seller shall be sent to the address identified in Seller's corresponding invoice or to such address as may be notified by Seller to Buyer from time to time in writing.

18.9 Delay in Exercising a Right. Except for Buyer's failure to provide Seller sufficient notice of an Infringement Claim under Section 7 of these T&Cs, a failure by any of Seller or Buyer to exercise or delay in exercising any right or power conferred upon it shall not operate as a waiver of any such right or power.

END OF STANDARD TERMS AND CONDITIONS OF SALE FOR THE NORTH AMERICA AND LATIN AMERICA REGIONS