

1. **Applicability.**

- 1.1 These terms and conditions of sale (these "**Terms**") are the only terms that govern the sale of the goods ("**Goods**") by Greene, Tweed & Co. GmbH ("**Seller**") to the buyer named on the Order Confirmation (as defined below) ("**Buyer**"). Collectively Buyer and Seller are referred to as the "**Parties**" and individually as "**Party**."
- 1.2 These Terms shall apply only if Buyer is an entrepreneur (Sec. 14 of the German Civil Code ("**BGB**")), a legal person under public law or a special public-sector fund.
- 1.3 The purchase order, the order confirmation (the "**Order Confirmation**") and these Terms (collectively, this "**Agreement**") comprise the entire agreement between the Parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. This Agreement supersedes any of Buyer's general terms and conditions of purchase regardless of whether or when Buyer has submitted its purchase order or such terms. Seller expressly rejects Buyer's general terms and conditions of purchase, and fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions or serve to modify or amend these Terms. Acceptance of the Order Confirmation by Buyer is a prerequisite to the purchase of the Goods and shall operate as an acceptance of these Terms which are expressly incorporated into the Order Confirmation. Notwithstanding anything herein to the contrary, if a written contract signed by both Parties is in existence covering the sale of the Goods ("**Master Agreement**"), then the Master Agreement shall prevail to the extent of any inconsistency with these Terms. Furthermore, Buyer may not cancel, in whole or in part, any purchase order for made-to-order Goods once such purchase order has entered the applicable production lead time for the ordered Goods.

2. **Price: Terms of Payment.**

- 2.1 Seller's quoted price for the Goods (the "**Purchase Price**") shall be exclusive of any and all taxes; custom duties and charges of all kinds imposed by any government authority; shipping; handling; insurance; packaging; boxing; charges for returnable or reusable containers and damaged and missing tooling (collectively, referred to as "**Additional Charges**"). The Goods shall not be subject to discount unless Seller expressly and clearly provides to Buyer such discount in writing. The Purchase Price will apply to Goods which are to be delivered within ninety (90) calendar days of the date of the Order Confirmation. Goods which are to be delivered later than four (4) months after the date of the Order Confirmation will be invoiced at Seller's price therefore at the time of delivery, which may be higher because of increased material, labor and/or other costs. If such price adjustment exceeds 8% of the previous price, Seller will notify Buyer at least thirty (30) calendar days prior to the scheduled date of delivery, and Buyer may, within five (5) calendar days after such notification, cancel any portion of Buyer's order to which such price adjustment applies, but Buyer shall remain liable for that portion which it does not so cancel.
- 2.2 Except as provided under these Terms, Buyer shall pay the full Purchase Price and Additional Charges within thirty (30) calendar days after the date of Seller's invoice. All payments hereunder shall be in US dollars and made by bank transfer.
- 2.3 Without prejudice to any other remedy, if Buyer is in default of payment of the Purchase Price and Additional Charges in full, Buyer shall in addition pay interest at the monthly rate of one and one half percent (1.5%) of the sum of the unpaid Purchase Price (plus any increase in Additional Charges) and/or Additional Charges. Interest shall be compounded monthly. As a result of any default in payment, Buyer shall reimburse Seller for all costs incurred in collecting any late payments or interest due thereon, including without limitation, legal fees. In addition to all other remedies available to Seller under this Agreement or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of Goods if Buyer fails to pay any amounts when due hereunder and such failure continues for five (5) business days following written notice thereof.
- 2.4 **Currency Conversion.** All purchase prices are expressed in United States Dollars ("USD Purchase Price"). The Buyer may pay all amounts due under this Agreement in either (i) USD; or (ii) the Buyer's local currency ("Local Currency"). If the Buyer makes payment of any amount in Local Currency, it shall pay, upon Seller's demand, any shortfall ("Shortfall") of the USD equivalent of the amount paid in Local Currency ("USD Equivalent") compared to the USD Purchase Price of any amounts owed under this Agreement expressed in US Dollars ("USD Amount Owed"), as the case may be; provided, however, that

Buyer shall have no obligation to pay any Shortfall that is less than 5% percent of the corresponding USD Amount Owed. Seller shall calculate the USD Equivalent by applying the spot exchange rate quoted in Xe.Com exchange rate on the day it first receives payment of the amount paid in Local Currency. Seller's determination of the USD Equivalent and any Shortfall controls, absent manifest error.

2.5 Notwithstanding acceptance of a purchase order, Seller reserves the right to cancel any accepted order upon providing Buyer with prompt written notice if: (a) after acceptance, the cost of raw materials necessary to fulfill the order increases by more than 15% compared to the cost at the time of order acceptance, and such increase would render performance commercially impracticable under the circumstances; or (b) the goods ordered become commercially impracticable to manufacture or obtain due to unforeseen disruption of supply, destruction of production facilities, other circumstances beyond Seller's reasonable control. Upon valid cancellation under this provision, Seller shall refund any amounts paid by Buyer for the cancelled order within 5 business days, and neither party shall have further obligations under the cancelled order except as expressly provided in the Terms and Conditions or as required by applicable law.

### 3. **Delivery.**

3.1 Unless otherwise agreed, the Goods will be delivered as soon as possible after the conclusion of the Agreement.

3.2 Seller's obligation to deliver is contingent upon receiving timely and correct supplies from its own suppliers. Further, Seller shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event (as defined below) or Buyer's failure to provide Seller with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

3.3 Unless otherwise expressly agreed in writing by Seller in the Order Confirmation, delivery of the Goods shall be made in one of the following manners, as specified in the Order Confirmation: (i) Goods sold domestically may be delivered EXW Seller's plant; (ii) FCA, Seller's plant, or (iii) in the case of drop shipment, DAP, Buyer's premise or port named in Buyer's purchase order. The location set forth in (i), (ii) or (iii) is referred to herein as the "**Delivery Point**". Goods shall be shipped using Seller's standard methods for packaging and shipping such Goods, and Buyer shall pay the cost of any and all carriers and freight. Buyer shall be responsible for all loading costs and providing equipment and labor reasonably suited for receipt of the Goods at the Delivery Point. Buyer is responsible for fees associated with not taking timely delivery of the Goods, such as storage fees.

3.4 Seller may, to a reasonable extent, make partial deliveries of Goods to Buyer.

3.5 All transportation insurance (if requested by Buyer) and other delivery charges from the Delivery Point to Buyer stated in the Order Confirmation or otherwise communicated by Seller to Buyer represent estimated charges. If actual charges at the time or times of delivery are greater or lesser than any of the aforesaid charges, Buyer shall pay any increase and shall receive the benefit of any decrease.

4. **Quantity.** If Seller delivers to Buyer a quantity of Goods of up to and including five percent (5%) more or less than the quantity set forth in the Order Confirmation, Buyer shall not be entitled to object to or reject the Goods or any portion of them by reason of the surplus or shortfall and shall pay for such Goods at the price set forth in the Order Confirmation adjusted pro rata.

### 5. **Title and Risk of Loss; Security Interest.**

5.1 Title and risk of loss shall pass to Buyer upon delivery of the Goods at the Delivery Point, subject to Section 5.2 below. If deliveries of any Goods are delayed due to reasons for which Buyer is responsible, all Goods held by Seller shall be at the sole risk and expense of Buyer.

5.2 Until Buyer makes full payment of the Purchase Price of the Goods and Additional Charges to Seller, Seller shall retain title to the Goods and Buyer shall (i) store the Goods separately from all other goods held by Buyer so that they remain readily identifiable as Seller's property; (ii) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods; (iii) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery; and (v) give Seller such information as Seller may reasonably require from time to time relating to the Goods and the ongoing financial position of Buyer.

6. **Inspection.** Buyer's claims for defects are subject to the condition that Buyer has discharged its obligations to inspect and give notice of defects with regard to the Goods delivered by Seller accordance with Sec. 377, 381 of the German Commercial Code ("**HGB**"). If a defect is revealed to Buyer upon delivery, inspection or at a later time, then Buyer shall without undue delay notify Seller thereof in writing. In any case, obvious defects (including a wrong delivery and shortfall

delivery) must be reported to Seller in writing at the latest within ten (10) business days from delivery, and any defects that were not identifiable during inspection (latent defects) must be so reported within the same period of ten (10) business days from date the defect is discovered. If Buyer fails to carry out the inspection required under this Section or to duly notify defects, then the Goods shall be deemed to have been accepted with regard to the defect that was not notified or that was not timely or duly notified. In this respect, Buyer can no longer assert claims for defects.

#### **7. Force Majeure.**

- 7.1 “**Force Majeure Event**” means any unforeseeable circumstance outside a Party’s control including, acts of God, flood, drought, earthquake or other natural disaster; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; nuclear, chemical or biological contamination, or sonic boom; or collapse of buildings, explosion or accident.
- 7.2 Provided it has complied with Section 7.3, if a Party is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event (“**Affected Party**”), the Affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
- 7.3 The Affected Party shall (i) as soon as reasonably practicable after the start of the Force Majeure Event, notify the other Party of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Agreement; and (ii) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

#### **8. Legal Consequences for Breach of Warranties, Liability for Defects.**

- 8.1 All statements from Seller regarding the characteristics (e. g., intended use, processing, application, etc.) of the delivered Goods are made to the best of Seller’s knowledge, but do not constitute representations or guarantees, but simply statements about features and characteristics. They do not release Buyer from its own inspections and other examinations of the delivered Goods in accordance with the provisions of this Agreement or the applicable statutory provisions.
- 8.2 If the Goods delivered are defective, then Seller is entitled to choose, within a reasonable period of time, either to cure the defect (subsequent improvement) or to deliver goods which are in conformity with the Agreement (substitute delivery). Seller retains the right to refuse subsequent performance under the statutory conditions. Seller is entitled to condition any subsequent performance, which it may owe, on Buyer first paying the Purchase Price and any Additional Charges due. Nevertheless, Buyer is entitled to withhold a portion of the Purchase Price and any Additional Charges that is reasonably proportionate to the defect.
- 8.3 Buyer must afford Seller the time and opportunity necessary to conduct the subsequent performance due and, in particular, must hand over the defective Goods to Seller for inspection purposes. In the event of the substitute delivery, Buyer must return the defective Goods to Seller in accordance with the statutory provisions. The subsequent performance encompasses neither the removal of the defective Goods nor reinstallation, if Seller had not been originally obligated to install them. The expenses necessary for the purpose of inspection and subsequent performance, especially transport, travel, labor and material costs, shall be borne or reimbursed by Seller according to statutory law, provided that there is in fact a defect. Otherwise, Seller may demand that Buyer reimburse it for the costs arising from the unjustified demand for curing the defect (especially testing and transport costs), unless the lack of defectiveness was not recognizable to Buyer.
- 8.4 If the subsequent performance fails, or if a reasonable period of time set by Buyer for the subsequent performance has expired without success, or if such a period of time is not required under the statutory provisions, then Buyer may rescind the Agreement or reasonably abate the Purchase Price. Buyer will not be entitled to rescind the Agreement, however, if the defect is insignificant.
- 8.5 All Buyer’s claims based on defects (defects of quality and title) in the delivered Goods will be barred by prescription one (1) year after delivery. The statute of limitations under Sec. 438 para. 1 no. 1, no. 2 BGB and Sec. 444 BGB remains unaffected thereby. Buyer’s claims for compensatory damages caused by an intentional or grossly negligent breach of duty, for losses resulting from death, bodily injury or impairment of health and for liability arising under the German Product Liability Act shall, however, become barred by prescription exclusively in accordance with the applicable statute of limitation.
- 8.6 Seller’s liability for compensatory damage claims held by Buyer or claims for compensating futile expenses incurred due to defects shall be limited in accordance with Section 9 (Liability and Limitations of Liability, Compensatory Damages based on Fault).

9. **Liability and Limitation of Liability, Compensatory Damages based on Fault.**

- 9.1 Seller's fault-based liability – irrespective of the legal basis, including liability for breach of contract, breach of duties arising during contract negotiations and tort – is limited in accordance with the provisions of this Section 9. In all other respects, Sellers's liability is governed by the statutory provisions.
- 9.2 Seller will have unlimited liability for intentional acts or omissions and for gross negligence.
- 9.3 Seller is not liable for simple negligent conduct by its officers, directors, lawful representatives, employees, or other vicarious agents, unless such conduct involves a breach of material contractual duties. Material contractual duties are those essential for the proper performance of the contract, which Buyer routinely relies upon and can be expected to rely upon.
- 9.4 If Seller is liable for damages under Section 9.3, the liability is limited to foreseeable damages typical for the contract in question.
- 9.5 The foregoing disclaimers and limitations of liability also apply to the same extent to and for the benefit of Seller's officers and directors, its lawful representatives, its employees and its other vicarious agents.
- 9.6 The disclaimers and limitations of liability in this Section 9 do not apply to Seller's liability for fraudulent concealment of defects, to claims arising under a guarantee regarding the quality or features of the Goods, to liability for death, bodily injury, or impairment of health, or to claims under the German Product Liability Act.

10. **Indemnification.** In addition to the other remedies that may be available to Seller under this Agreement or at law, Buyer (as "**Indemnifying Party**") shall indemnify, defend and hold harmless Seller and its officers, directors, managers, employees, agents, affiliates, successors and permitted assigns (collectively, "**Indemnified Parties**") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including legal fees, fees, and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers, incurred by Indemnified Party, and the Indemnified Parties' reasonable lost profits resulting directly or indirectly from any Buyer (collectively, "**Losses**"), relating to, arising out of or resulting from any claim, cause of action, demand, lawsuit, arbitration, inquiry, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature (collectively, "**Claim**") of a third party or Indemnified Party alleging (a) breach or non-fulfillment of any representation, warranty, or covenant under this Agreement by Indemnifying Party (including without limitation any Buyer Default), (b) any culpable act or omission of Indemnifying Party (including any recklessness or willful misconduct) in connection with the performance of its obligations under this Agreement or in Buyer's use of the Goods; (c) any bodily injury or death of any individual or damage to real or tangible personal property caused by the negligent acts or omissions of Indemnifying Party; or (d) any failure by Indemnifying Party to materially comply with any applicable laws. However, Buyer's obligations under this Section 10 shall not arise to the extent that Buyer can prove that it is not responsible for the (alleged) infringement. The obligations pursuant to this Section shall survive termination of this Agreement.

11. **Compliance with Law.** Buyer shall at all times comply with all laws applicable to the operation of its business, this Agreement, Buyer's performance of its obligations hereunder, and Buyer's use of the Goods. Without limiting the generality of the foregoing, Buyer shall (a) at its own expense, maintain all certifications, credentials, licenses, and permits necessary to conduct its business relating to the purchase or use of the Goods and (b) not engage in any activity or transaction involving the Goods, by way of shipment, use, or otherwise, that violates any law.

12. **Quality, Processes, Tooling, Equipment, and Design.** All equipment, dies, patterns, molds, gauges, taps, jigs, fixtures and other tools, and all designs, drawings, specifications, technical documents and other such materials which are required, produced or furnished by Seller to produce Goods ordered by Buyer from Seller (collectively referred to as "**Tooling**"), as well as any patents, copyrights, trademarks and other intellectual property rights in or to any Tooling, shall remain the sole property of Seller regardless of whether any charges are made for Tooling. Buyer may not sell, assign or transfer in any manner at any time any right, title or interest in or to any Tooling. In any event, and regardless of ownership, Seller shall not be responsible (i) for obtaining on its own, or repairing or replacing any Tooling or (ii) to maintain any Tooling for more than three (3) years after Buyer's most recent order of Goods. Seller shall supply Goods in accordance with Seller product specifications as identified in the Order Confirmation. Seller retains the right to make necessary changes to the Goods including changes to the design, manufacture, processes, manufacturing location, and/or raw materials without any advanced notification to Buyer, so long as the Goods remain in compliance with the product specification upon implementation of such change.

13. **Confidentiality.** All non-public, confidential, or proprietary information of Seller, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Seller to Buyer, 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" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Buyer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party. The fact that Seller has furnished or has contracted to furnish to Buyer the Goods covered hereby is "confidential" information subject to the restrictions set forth in this paragraph. From time to time, Seller may provide Buyer with "Know-How" (as defined below) which, in Seller's sole opinion, is relevant to Buyer, including but not limited to all relevant engineering changes and current developments affecting the application of the Goods. "**Know-How**" means identification of customers, uses, marketing data and sales techniques relating to the sale of Goods, including but not limited to invoices, quotations, proposals and recommendations. In addition, if Seller provides Buyer with any technical consultation on customer problems, including material selection, design, and participation in joint sales calls, the contents of any such consultation is "Know-How".

14. **International Trade.**

14.1 The Goods may be subject to applicable export control and sanctions laws and regulations, including without limitation the sanctions regulations administered by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the Export Administration Regulations administered by the U.S. Department of Commerce's Bureau of Industry and Security ("BIS"), the International Traffic in Arms Regulations administered by the U.S. Department of State's Directorate of Defense Trade Controls, the UK's Export Control Act 2002 and Export Control Order 2008, the sanctions regulations issued by the European Commission, and the EU Dual-Use Regulation (together, "**Export Control and Sanctions Laws**"). Buyer shall comply with Export Control and Sanctions Laws and agrees that it alone is responsible for ensuring its compliance with such laws, including by obtaining any governmental authorizations required under such laws in order to carry on Buyer's business.

14.2 Buyer will not, and to the extent that Buyer acts as Seller's Distributor, will procure that none of its customers will, export, re-export, transfer, use, sell, resell, or otherwise deal in the Goods, directly or indirectly, to, for the benefit of, or involving any country or territory subject to comprehensive, government-wide, or broad sectoral sanctions (currently consisting of Belarus, Cuba, Iran, North Korea, Russia, Syria, Venezuela, and the Crimea, Donetsk People's Republic, Luhansk People's Republic, Kherson, and Zaporizhzhia regions of Ukraine) or to any individual or entity designated on the OFAC List of Specially Designated Nationals and Blocked Persons, the BIS Denied Persons List or Entity List, the U.K. Sanctions List, the Consolidated List of Financial Sanctions Targets in the U.K., the EU Consolidated Sanctions List, the Consolidated United Nations Security Council Sanctions List, or any entity 50% or greater owned or otherwise controlled by the foregoing.

14.3 Buyer shall not do anything which would cause Seller to be in breach of Export Control and Sanctions Laws and shall protect, indemnify and hold harmless Seller from any fines, losses and liabilities incurred by Seller as a result of the failure of Buyer to comply with this Section 14.

14.4 Buyer shall promptly notify Seller of any failure by Buyer to comply with any part of this Section 14. Any such failure shall constitute a material breach of this Agreement. Seller reserves the right to refuse to enter into or to perform any order, and to cancel any order at its sole discretion, if Seller believes Buyer has failed to comply with any part of this Section 14 or that such entry into or performance of such order would result in a violation of Export Control and Sanctions Laws.

14.5 Buyer's obligations under Sections 14.1 to 14.5 above are subject to the condition that they apply only to the extent that they are not overridden by mandatory national or European legal provisions, in particular, Council Regulation (EC) No 2271/96 of 22 November 1996, as last amended by Commission Delegated Regulation (EU) 2018/1100 of 6 June 2018 (EU Blocking Regulation), as well as Section 7 of the German Foreign Trade and Payments Ordinance (Außenwirtschaftsverordnung).

15. **Miscellaneous.**

15.1 No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement by Seller operates or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder by Seller precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege by Seller.

15.2 Buyer's rights, interests, or obligations hereunder may not be assigned, transferred, or delegated by Buyer

without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement. Sec. 354a HGB shall remain unaffected.

- 15.3 Buyer shall be entitled to offset and to exercise retention rights only insofar as Seller's counterclaim is acknowledged or undisputed by Seller or has been confirmed by a final arbitral award.
- 15.4 The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.
- 15.5 The Parties shall comply with any data protection laws and regulations that apply in the context of the performance of this Agreement, including but not limited to, EU Regulation 2016/679 (General Data Protection Regulation, GDPR).
- 15.6 Whether directly or through third parties, Buyer shall not offer or promise any gift or advantage to a person, for himself or for others, with the purpose that this person abuses or because this person would have made illegitimate use of its real or supposed influence in order to obtain distinctions, jobs, contracts or any other favourable decision. Buyer shall not solicit or accept for itself any offer, promise, gift or advantage of any kind, to make illegitimate use of its influence for the purpose of making or obtaining any favourable decision. Any breach of this Section 15.6 shall constitute a material breach of this Agreement.
- 15.7 This Agreement is governed by and construed in accordance with the laws of Germany. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.
- 15.8 Prior to undertaking any legal action to enforce any provision herein, the Parties shall attempt to settle any and all claims or disputes arising in connection herewith by good faith negotiations by senior management of each Party. Any claim or dispute in connection with the Agreement, except for a breach of the Confidential Information provisions in Section 13, shall be referred to and finally resolved by arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce then in effect, by one (1) independent and impartial arbitrator. The place of arbitration shall be Frankfurt am Main, Germany, and the arbitration shall be conducted in the English language. The fees, costs and expenses of the arbitrators under this provision shall be borne equally by the parties, provided that each party shall bear its own cost of representation.
- 15.9 All notices shall be in writing and addressed to the Parties at the addresses set forth on the face of the Order Confirmation or to such other address for either Party as that Party may designate by written notice. All notices must be delivered by nationally recognized overnight courier, or certified or registered mail (in each case, return receipt requested).
- 15.10 If any term or provision of this Agreement is determined to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 15.11 Subject to the limitations and other provisions of this Agreement, (a) the representations and warranties of the Parties contained herein shall survive the expiration or earlier termination of this Agreement; and (b) Section 10, Section 13, and Section 15, of this Agreement, as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, shall survive the expiration or termination of this Agreement.