

# MUVIQ S.R.L.

## Terms and Conditions of Sale

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## MUVIQ Terms and Conditions of Sale

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## 1. Application

- 1.1. These General Terms and Conditions of Sale (Terms) apply to: (a) all proposals and quotations submitted by the Seller (MUVIQ USA LLC, MUVIQ S.r.l., or any of its subsidiaries or affiliates); (b) all purchase orders received by Seller; and (c) all sales of goods and services sold by Seller, except as otherwise specifically provided in a document issued by Seller. Any services to be provided by Seller, regardless of whether they are otherwise ancillary to and part of a sale of goods (as separate units or included as part of an installation), will be considered ancillary to a sale of goods, and Article 2 of the Uniform Commercial Code (UCC) will apply to all goods and services to be provided by Seller (Goods).
- 1.2. For the purposes of these General Terms and Conditions the term “subsidiaries and affiliates” shall mean, with respect to any person, any other persons directly or indirectly controlling or controlled by, or under direct or indirect common control with such specified person, where “control” (including, with correlative meanings, the terms “controlling,” “controlled by” and “under common control with”), as used with respect to any persons, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such persons, whether through the ownership of voting securities, by agreement or otherwise.

## 2. Formation

- 2.1. A written quotation issued by Seller is an offer to sell. Buyer accepts these Terms and an agreement is formed by any of the following: (a) signing and returning to Seller a copy of any quotation; (b) sending to Seller a written acknowledgment of the quotation; (c) placing a purchase order or giving instructions to Seller respecting manufacture, assortment, or delivery of the Goods (including instructions to build and hold) following receipt of any quotation; (d) failing to cancel a pending purchase order within 10 days after receiving these Terms; (e) accepting delivery of all or any part of the Goods; (f) paying for all or any part of the Goods; or (g) indicating in some other manner Buyer’s acceptance of these Terms. Seller may withdraw its quotation at any time before acceptance. All sales by Seller consist only of these Terms and those in other documents that are referred to in or attached to these Terms, or are in a document provided or signed or issued by Seller and referencing the transaction (all of which constitute the Agreement). Seller objects to all terms proposed by Buyer.

### **3. Integration and Modification.**

- 3.1. Revocation. The Agreement supersedes all previous quotations and agreements pertaining to the Goods.
- 3.2. Complete Integration. The Agreement is a final, complete, and exclusive statement of the Agreement of Buyer and Seller. An order or an amendment submitted by Buyer orally or in a purchase order or other writing (regardless of whether it contains terms or conditions modifying, adding to, repugnant to, or inconsistent with these Terms) may be accepted, approved, or filled by Seller, but any resulting contract and Seller's liabilities or obligations will be determined solely by the Agreement. Seller objects to any terms or conditions other than the Agreement in Buyer's purchase order or other document or communication. Seller will not be deemed to have in any way enlarged or modified its liabilities or obligations under the Agreement by filling such an order or by failing to further object to Buyer's terms or conditions.
- 3.3. Modification. No modifications, limitations, waivers, or discharge of the Agreement or any of its terms will bind Seller unless in a writing signed by Seller's authorized employee. A course of performance, course of dealing, or custom in the trade will not modify or waive any of Seller's rights. Seller reserves the right to make an adjustment in the price of the Goods to cover Seller's estimated cost of any negotiated changes to the Agreement.
- 3.4. Parties. The Agreement is only for the benefit of Buyer and Seller, except all disclaimers and limitations applicable to Seller will be also for the benefit of Seller's affiliates, agents, employees, contractors, and suppliers. If any other provisions of the Agreement are determined to apply to third parties, all other provisions including limitations, waivers, and disclaimers also apply.

### **4. Price, Payment, and Setoff.**

- 4.1. Prices. Quoted pricing is based on assumptions about timing, volumes, and design details, as well as about the economics of materials, labor, tariffs, duties, and currency exchange rates. If any of these underlying assumptions change, prices will change accordingly. Otherwise, Seller may change the prices stated in any quotation or order with 30 days' notice, including in response to any increase in cost to Seller of raw materials. No discounts apply unless Seller agrees in writing. Prices do not include taxes and Buyer must pay all applicable sales or other taxes levied with respect to Goods and the Agreement, unless exempt from such taxes. Buyer must pay all government fees levied on the installation and inspection of the Goods,

and must reimburse Seller for any such payments made by Seller upon receipt of Seller's invoices.

- 4.2. Seller and Buyer will equally share all value-added or value-engineering or other savings that are the result of joint engineering efforts aimed at cost reduction, regardless of whether these changes occur before or after the start of production.
- 4.3. Invoices. Invoices may be rendered separately for each shipment (including any early shipment and any installment) made by Seller.
- 4.4. Payment terms. Buyer must pay for all Goods within 30 days after the date of shipment. Buyer must pay for all engineering changes and Buyer's Property, including fixtures, gauges, tooling, and related property, in full upon shipment of first sample. Seller may change the payment terms on seven days' written notice to Buyer.
- 4.5. Payment Demand and Acceleration. If Seller has reasonable grounds for insecurity with respect to Buyer's performance of its payment or other obligations under the Agreement, Seller may demand immediate payment in full, a documentary letter of credit approved by a U.S. or E.U. bank acceptable to Seller, or other financial security for such payment or other obligations. If Buyer fails to make any payment on time and as otherwise required, if Buyer sells or transfers the line of business for which the Goods are purchased, or if Buyer is a participant in a merger or other reorganization, Seller may accelerate all amounts owed by Buyer to Seller so that those amounts are payable immediately.
- 4.6. Right of Setoff. Seller may setoff or recoup any amounts owed by Buyer or an affiliate of Buyer to Seller or an affiliate of Seller against any amounts owed by Seller or an affiliate of Seller to Buyer or an affiliate of Buyer. Buyer waives any right of setoff or recoupment and will pay all amounts owed to Seller when due regardless of any claim of Buyer regarding warranties or other issues arising under contract, tort, statute, or otherwise.

## 5. **Shipping and Packaging, Risk of Loss, and Transfer of Title.**

- 5.1. Shipping and Packaging. Except as otherwise provided in the Agreement, Seller will not be responsible for any freight, transportation, insurance, shipping, storage, handling, demurrage, or similar charges arising out of the performance of the Agreement. If such charges are specifically included in the price, any increase in rates for such services becoming effective after the date the price is quoted to Buyer will be added to the price. All Goods will be packed for shipment by Seller in

accordance with its standard practices. It is Buyer's responsibility, regardless of whether Seller arranges shipping, to determine whether additional packaging procedures and materials are appropriate for the shipment of Goods. Buyer will pay Seller for the additional procedures and materials. Buyer will pay Seller for additional handling charges for small, expedited, or other shipments outside Seller's normal and ordinary course of business.

- 5.2. Installments. Seller may elect to deliver the Goods in installments. Back-ordered Goods will be delivered by installment. Each installment is a separate sale, and Buyer must pay for each installment timely. Buyer's failure to timely pay for an installment is a material anticipatory breach of other installments.
- 5.3. Risk of Loss. Regardless of whether Seller prepays shipping charges, risk of loss passes to Buyer upon tender of the Goods to a carrier and Buyer is responsible for selecting its preferred freight carriers and is responsible for their performance, including delays, damage, or scheduling errors caused by Buyer's freight carrier. Seller's breach of the Agreement will not affect the passing of the risk of loss to Buyer notwithstanding any provision of law to the contrary.
- 5.4. Transfer of Title. Notwithstanding the transfer of the risk of loss, title to the Goods will remain with Seller until Buyer pays for the Goods in full, then transfer to Buyer.

## 6. Delivery.

- 6.1. Shipping Dates. Shipping dates are estimates based on Seller's present engineering, capacity, scheduling. Timely delivery depends on Buyer providing Seller with the minimum lead time quoted by Seller and Seller's prompt receipt from Buyer of a written purchase order or acceptance, and of all drawings, information, and approvals convenient or necessary to provide the Goods or to grant any credit terms in the Agreement.
- 6.2. Method and Cost of Shipment. Seller will deliver the Goods FCA Seller's Dock (Incoterms 2023), and Buyer will otherwise be responsible for their shipment. On Buyer's request, Seller will obtain and send to Buyer documents necessary to enable Buyer to obtain insurance. Seller is not responsible to prepay transportation or insurance costs. Buyer must pay all handling and other charges incidental to transportation. Buyer is responsible for making any claim against the carrier and other handlers of the Goods after delivery to Buyer as provided above.
- 6.3. Expedited Shipment. Buyer must pay all expedite costs and fees including those that result from Buyer's failure to provide Seller the quoted lead time, unless delay

was exclusively due to the fault of Seller, in which case Seller will be responsible for the incremental difference between the normal delivery costs and expedited delivery costs.

## **7. Changes**

- 7.1. If Buyer requests changes to any part of the Agreement, including to the specification, Seller may qualify and introduce new suppliers, processes, or materials to accomplish any changes that Seller agrees to make.
- 7.2. Seller may change its method of producing the Goods, including the identity of any subsupplier, manufacturing process, or manufacturing location, so long as the Goods continue to comply with the specification.

## **8. Delay of Shipment or Performance Excused for Various Reasons.**

- 8.1. Delayed Shipment. If shipment or other performance by Seller is delayed at the request of or due to the fault of Buyer, Seller may at its option hold the Goods at the place of manufacture or elsewhere at the risk and expense of Buyer from the time they are ready for shipment. In the event of any such delay in shipment, full and final payment for Goods is due and payable 30 days after Buyer is notified that the Goods are ready for shipment. If Seller is unwilling to accommodate Buyer by holding such Goods, Buyer must accept shipment immediately.
- 8.2. Supply Allocation. Whenever Seller's supply of the Goods, materials or means of production is insufficient to meet the estimated delivery schedule or in the event of a force majeure event (see section 21), Seller, in its sole discretion, may allocate its supply to its own use or other customers.

## **9. Acceptance and Nonconforming Goods**

- 9.1. The Inspection Period begins when the Goods are delivered and ends five days later. Goods are deemed accepted at the end of the Inspection Period unless, within the Inspection Period, Buyer notifies Seller in writing of any Nonconforming Goods and Provides Seller with written evidence or other documentation reasonably required by Seller.
- 9.2. If Buyer timely and properly notifies Seller of any Nonconforming Goods (see section 9.1), then Seller, in its sole discretion, may replace the Nonconforming Goods with conforming Products or credit or refund the purchase price for the Nonconforming Goods. At Seller's request, Buyer will dispose of the Nonconforming

Goods or return them to Seller at Seller's expense. After receiving the Nonconforming Products, Seller will promptly refund the monies owed or ship the replacement Products at Seller's sole expense, with Seller retaining the risk of loss until delivery.

- 9.3. The remedies set forth in this section 9 are Buyer's exclusive remedies and Seller's sole liability for the delivery of Nonconforming Goods, and except as set forth in this section 9, Buyer has no right to return the Goods to Seller without Seller's written authorization.

## **10. Warranties.**

- 10.1. The warranties under the Agreement, and any liability of Seller for breach of warranty, apply only for one year after the Goods are delivered to Buyer.
- 10.2. Seller warrants to Buyer only, subject to the disclaimers and limitations of the Agreement, that the Goods, to the extent within the control of Seller, will be free from defects in workmanship (excluding design) and conform to the Agreement (including the agreed specifications) at the time of delivery. Because the Goods may be subject to a wide variety of use, installation, maintenance, and cleaning, the warranty is only against defects in condition at the time of delivery and not against any other failures, including those due to normal wear and tear, normal maintenance, and unknown causes. If Seller is responsible for the design of the Goods, it warrants that the design conforms to the Agreement (including the agreed specifications and any performance criteria).
- 10.3. Nonmaterial Changes. Seller warrants to Buyer only that the Goods will be as described in the Agreement in all material respects, subject to the limitations stated in these Terms and Seller's published and internal standards. Seller may, in its discretion, also rely on any generally accepted industry standards.

## **11. Patent Warranties.**

- 11.1. Seller disclaims any implied warranty of noninfringement.
- 11.2. If the designs or specifications are furnished by Buyer, Buyer warrants that they do not infringe on any patent or other intellectual property right, and must indemnify and hold harmless Seller from any claims of infringement against Seller relating to Seller's use of them.



- 11.3. If Seller is responsible for the design of the Goods, Seller warrants that they do not infringe on any patent or other intellectual property right, and must indemnify and hold harmless Buyer from any claims of infringement against Buyer relating to Buyer's use of it.

## 12. Disclaimer and Limitation of Express Warranties.

- 12.1. The express warranties in these terms are made in lieu of any and all other warranties, whether written, oral, express, implied, or statutory, including any warranties of merchantability or fitness for a particular purpose, each of which Seller disclaims.
- 12.2. **There are no express warranties other than those contained in the Agreement, and they are not assignable.** Any representations as to performance and other matters, except as contained in the Agreement, were for illustrative purposes only, and do not constitute a warranty. Regardless of whether the Goods are to be used exclusively by Buyer, there are no third-party beneficiaries to the express warranties contained in these Terms. Seller is not responsible for any errors or omissions or for any loss or damage resulting from any descriptions, shipping specifications, illustrations, representations as to quality or capabilities, or any other information. Such information provided by Seller is intended for general information only. Seller does not warrant that it or the Goods are in compliance with any entity, organization, or industry standards, guidelines or procedures unless specifically contained in the Agreement.
- 12.3. The limited warranty terms in this Agreement (the warranties in sections 10 and 11, the limitations and disclaimers in this section 12, and the remedy for Nonconforming Goods in section 9) set forth the exclusive remedy for claims based on failure of or defect in the Goods, whether the claim is made in contract, tort, strict liability, or any other legal theory.

## 13. IMPORTANT –Limitation of Seller's Liability.

- 13.1. Under no circumstances will Seller be liable for exemplary, punitive, special, consequential, or incidental damages, including: lost profits or revenues; increased costs; damage to equipment, tooling, premises, or work-in-process; cost of capital; cost of purchased power; substitute or additional equipment, facilities, or services, production interruption or start-up; or the claims of third parties for such damages. Buyer waives any causes of action or theories of liability including those arising under contract, tort, strict liability, product liability statutes, or otherwise, except as specifically provided by the UCC as modified and limited in these Terms.

## 14. Indemnification.

14.1. Buyer will defend and hold harmless Seller and its affiliates, parents, subsidiaries, officers, directors, employees, insurers, and agents from and against any loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost, fees (including import and export customs fees), or expense (including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder) (Claims) arising out of, related to, or occurring in connection with:

- (a) any acts or omissions by Buyer arising out of, in connection with, or relating to Buyer's purchase, handling, transportation, possession, use, and, if applicable, demonstration, marketing, sale, disposition, or distribution of the Goods;
- (b) any misuse, misapplication, or modification of the Goods by Buyer, including the use of the Goods in an unintended and incorrect application;
- (c) the failure to store, install, operate, or maintain the Goods in accordance with any instructions;
- (d) any negligence or misconduct of Buyer;
- (e) any act (or failure to act) by Buyer in contravention of any safety procedures or instructions Seller provides to Buyer;
- (f) any statements, representation, suppression of information, or failure to disclose information of any kind by Buyer with respect to the Goods, including without limitations, any representations or warranty given, or allegedly given, by Buyer to a third party, regardless of whether the statement or representation is oral, written, express or implied; and,
- (g) Buyer's breach, violation, or failure to comply with any terms or conditions of the Agreement, the applicable Terms (if any), or any law, including without limitations, the Foreign Corrupt Practices Act (United States) or any similar laws, any export control laws of Canada, the United States, or any other country having jurisdiction over Buyer or its business.

14.2. Seller will defend, indemnify, and hold harmless Buyer and its subsidiaries, affiliates, successors, and assigns and their respective officers, shareholders, and employees from and against any Claims arising out of or occurring in connection with:

- (a) any negligence or misconduct of Seller or its employees or agents;
- (b) any act (or failure to act) by Seller or its employees or agents in contravention of any applicable safety procedures or instructions; or,
- (c) any violation of this Agreement, these Terms, or applicable law.

## 15. Proprietary Information.

- 15.1. Seller's Rights to Confidentiality. All proposals, plans, and other information furnished by Seller, in any form, during bidding, negotiating, and performing the Agreement are confidential and the property of Seller, regardless of whether marked "Confidential," and may not be shown or disclosed to any other party or used by Buyer, except as may be necessary for the selection or use of the Goods (and only then with Seller's prior written consent).
- 15.2. Buyer's Obligations. Buyer must treat as confidential any business proposal from Seller and all technology made available, directly or indirectly, to Buyer by Seller and by Seller's licensors, including drawings, schematics, specifications, bills of material, test results, analysis, recommendations, models, and designs, and Buyer may use such proposal and technology only to evaluate its business relationship with Seller and to enable Buyer to perform under the Agreement. Buyer may not disclose, or authorize or instruct Seller to disclose, any confidential or proprietary information of Seller to any third party that is not bound by contract to at least the same duty of confidentiality to Seller as is Buyer. In addition, only those employees and contractors of Buyer having a need-to-know and bound by contract by the same confidentiality provisions as Buyer may be given access to such technology. Buyer must maintain, for Seller's inspection, written records that must include the names and address of the employees and contractors granted that access. Buyer will indemnify Seller from all expenses and damages related to the improper use or disclosure by Buyer or its employees and contractors. Business proposals and technology of Seller may be protected by patent, copyright, trademark, and other law. No license or other right to business proposals or technology is granted to Buyer.

## 16. Intellectual Property.

- 16.1. Any Intellectual Property owned or licensed by Seller and used by Seller in connection with the performance of its obligations will remain the exclusive property of Seller and its licensors, as the case may be. Nothing in this Agreement will be deemed to grant Buyer any license or any other rights in such Intellectual

Property. The term “Intellectual Property” includes without limitation all of the following: (a) inventions, discoveries, patents, patent applications, and all related continuations, divisional, reissue, utility model, design, and process patents, applications and registrations thereof, and certificates of invention; (b) works, copyrights, registrations, and application for registration thereof; (c) computer software programs, data, and documentation; (d) trade secrets, confidential information, know-how, techniques, designs, prototypes, enhancements, improvements, work-in progress, research, and development information; and (e) all other proprietary rights relating to the foregoing.

## **17. Service Goods and Aftermarket Sales**

- 17.1. Seller’s obligation to deliver service Goods to Buyer is limited to 10 years after the end of production. Seller may reprice service Goods as necessary to account for the differences between production and service manufacturing.
- 17.2. Seller reserves the right to directly or indirectly participate in the aftermarket sales of the Goods. Seller may use any tooling for this purpose, including any tooling under section 18.

## **18. Tooling**

- 18.1. If Buyer pays or provides funds for tooling, Seller may redistribute those funds between Goods and manufacturing locations at its discretion.

## **19. Cancellation and Termination.**

- 19.1. Seller may cancel or terminate this Agreement in whole or in part if Buyer breaches any of its obligations under it. If this happens, Buyer must immediately purchase all finished Goods, work in process, and raw materials that Seller purchased to produce Goods under the Agreement. With respect to the work in process, Buyer must pay the then-current purchase price. Buyer must also immediately reimburse Seller the cost of manufacture and liquidated damages (including labor, engineering, unamortized development cost, equipment time, and overhead) computed using Seller’s standard internal costing procedures, plus 15% of the sale price of the Goods.
- 19.2. If Buyer cancels or terminates this Agreement for any reason, Buyer must immediately purchase all finished Goods, work in process, and raw materials that Seller purchased to produce Goods under the Agreement. With respect to the work in process, Buyer must pay the then-current purchase price. Buyer must also

immediately reimburse Seller the cost of manufacture and liquidated damages (including labor, engineering, unamortized development cost, equipment time, and overhead) computed using Seller's standard internal costing procedures, plus 15% of the sale price of the Goods.

- 19.3. Buyer and Seller acknowledge the great difficulty of proving damages for the cancellation of products such as the Goods, and so acknowledge the reasonableness of this liquidated damages provision.

## 20. **Breach.**

20.1. Default. If Buyer defaults in the performance of its obligations, if Buyer advises Seller that it will default in the performance of its obligations, or if any action is started by or against Buyer seeking the appointment of a trustee or receiver or the entry of an order for debtor's relief for Buyer, Seller may cease performance of its obligations, recover the Goods in transit or delivered, disable delivered Goods, and otherwise enforce its remedies for Buyer's default.

20.2. Compensation. Seller will be awarded interest, consequential, and incidental damages and costs (such as interest and actual attorneys' fees) in any proceeding to enforce its remedies in which it obtains relief or damages or in which it prevails in the defense of any action by Buyer.

20.3. Security. Seller may require that Buyer post security for any or all amounts to be paid if Seller has a good faith doubt as to Buyer's ability to make prompt payment. If Buyer does not post such security, Seller may cease performance of its obligations, and enforce its remedies for Buyer's default.

20.4. Cumulative Rights and Limitations. All rights granted to Seller and all limitations in favor of Seller in the Agreement and by law are cumulative, except that Seller will be entitled to only a single full recovery.

20.5. Waiver. Seller's failure or delay in enforcement of any provision will not constitute a waiver of a breach or of that provision.

## 21. **Force Majeure and Bankruptcy.**

21.1. Seller will not be responsible for any delay or failure in any performance due, without limitation, to acts of God, war, warlike conditions, blockade, embargoes, riots, governmental restriction, labor disturbances, unavailability of anticipated usual means of supplies, transportation or loading facilities, wrecks, epidemics or

pandemics, quarantine, fire, flood, earthquake, explosion, any unforeseen change in circumstances, or any other causes beyond its reasonable control (all the foregoing “Force Majeure”).

- 21.2. In case (a) Force Majeure elapses for more than thirty (30) calendar days after the date of notification of its occurrence to Buyer, or (a) any sub-supplier of Seller providing goods which are conditional for the manufacturing or assembly of goods supplied to Buyer is declared bankrupted or starts any insolvency proceedings, which prevents such sub-supplier to continue to operate, Seller will be entitled to immediately terminate the Agreement by means of written notice to Buyer.

## **22. Limitations of Actions.**

- 22.1. A proceeding by Buyer for breach of the Agreement or any other right against Seller arising from or in connection with the Agreement cannot be filed nor maintained by Buyer unless: (a) it is commenced within one year after the cause of action has accrued; (b) Buyer has given timely written notice to Seller of the details of its claim as provided in these Terms; and (c) Buyer pays all amounts due to Seller or deposits the unpaid portion of the purchase price with the tribunal pending final adjudication. An action for breach of warranty or any other provision of the Agreement accrues no later than shipment of the Goods to Buyer, regardless of whether installation or other post-shipment services are required by the Agreement.

## **23. Assignment.**

- 23.1. No right or interest in the Agreement may be assigned by Buyer without the prior written consent of the Seller. Any assignment attempted by Buyer will be void and ineffective for all purposes unless made in conformity with this section.

## **24. General Provisions.**

- 24.1. In these Terms, *including* and its variants means *including but not limited to*.
- 24.2. If any provision of the Agreement is found invalid, the validity of the remaining provisions will be unaffected. The parties will replace the invalid provision with a provision that comes as close as possible in terms of economic results to the invalid provision.
- 24.3. Governing law. The Agreement, including these incorporated Terms, is governed by the laws of the jurisdiction where the Seller has its principal place of business. The provisions of the United Nations Convention on Contracts for the International Sale

of Goods do not apply. Any conflict-of-laws or choice-of-law provisions or principles that would require application of the laws of a jurisdiction other than those stated above are excluded.

- 24.4. Exclusive Jurisdiction and Venue. Any action arising under or relating to the Agreement is subject to the exclusive jurisdiction of the state and/or federal courts, as applicable, having territorial jurisdiction in the principal place of business of the Seller, without giving effect to any principles relating to conflicts or choice of law. The parties consent to the jurisdiction of these courts and agree that they are proper venues for any such action. Buyer will stipulate to dismiss any lawsuit brought in any court other than these courts. The remainder of this section notwithstanding, Seller may bring a lawsuit in any court with jurisdiction over Buyer.