



TERMS AND CONDITIONS OF SALE

Sales under these terms and conditions (these "Terms") are by Lowry Holding Company, Inc., a Delaware corporation that does business as Lowry Solutions, Inc. ("Lowry") to the entity named as the buyer or purchaser ("Customer") in the documentation to which these Terms are attached or with which they are associated and are conditional upon Customer's agreement with these Terms and only these Terms. If these Terms are first tendered to Customer before Customer tenders a purchase order or similar document to Lowry, these Terms are in lieu of any terms later submitted by Customer and Lowry rejects all additional or different terms and conditions of Customer, whether confirmatory or otherwise. If Lowry tenders these terms after the tender by Customer of other terms, whether as part of a purchase order or otherwise, then Lowry's acceptance of any offer by Customer associated with Customer's terms is expressly conditioned upon Customer's acceptance of these Terms exclusively and to the exclusion of any proffered Customer terms or conditions, regardless of whether these Terms contain any terms additional to, or different from, any terms proffered by Customer. Customer's performance, or acceptance of, or payment for, any products from Lowry will constitute Customer's acceptance of these Terms exclusively. These Terms, together with any associated description of the products and quantity and price terms that are the subject of the purchase and sale transaction under these Terms constitute a "Supply Agreement." Customer represents and warrants that any products that it purchases from Lowry are for business or commercial use only and not for domestic, personal, family, or household use.

1. **Description of Products.** Lowry agrees to sell, and Customer agrees to purchase, the products described as part of the Supply Agreement.
2. **Prices; Minimum Quantities.** The prices of the products and/or services supplied by Lowry are as stated in the Supply Agreement. Prices may be adjusted to the prices in effect at the time of delivery, whether as a result of fluctuations in commodity prices or otherwise. Except as otherwise stated in a Supply Agreement, all pricing is EXW (Incoterms 2000) Lowry's facility or such other location as Lowry specifies in a Supply Agreement. Customer acknowledges and agrees that the prices for certain products offered by Lowry are based on Customer purchasing a stated minimum order quantity and/or minimum shipment quantity of those products. Where Customer orders a product that is subject to a minimum order quantity and the quantity ordered does not meet that minimum order quantity, Lowry reserves the right to adjust the price or ship the minimum order quantity at Lowry's discretion.
3. **Taxes and Fees.** All prices are exclusive of sales, use, excise, customs, export, import, commodity and/or any other taxes. Customer will pay all such taxes and any license fees or other charges incidental to the sale of products. Customer will, at Lowry's request, provide to Lowry reasonable proof of payment by Customer of such taxes, fees, and assessments. If Lowry is required to prepay any taxes on behalf of Customer, Customer will promptly reimburse Lowry for all such taxes paid. If provision of the products and/or services requires any documentary letter of credit or similar document, instrument, or process, Customer shall pay all fees and costs associated therewith.
4. **Payment Terms.** Unless provided otherwise in writing in a Supply Agreement, payment terms are net 30 days from date of shipment. Customer will pay any invoice issued by Lowry without discount, setoff, or reduction. Lowry may, at its sole discretion, require payment by bank transfer, cash, certified check, C.O.D., or irrevocable letter of credit. All trading accounts are subject to prior approval of Lowry's credit department in accordance with Lowry's credit policies and practices in effect from time to time. Lowry may revise the amount of credit or terms of payment at any time for any reason. If Customer fails to make payment when due or defaults in any other way, Lowry may, at its option, without limiting any of its other rights or remedies available under these Terms or applicable law, and until Customer's account is current: (1) withdraw credit and suspend or cancel performance under any or all Supply Agreements; and/or (2) reschedule shipment. Lowry may invoice separately for each shipment and, in any case, Customer will pay for each shipment as invoiced without regard for other shipments.
5. **Shipments.** Lowry will ship EXW (Incoterms 2000) Lowry's facility or such other location as Lowry specifies in a Supply Agreement. Lowry may select the freight carrier, and Customer accepts carrier selection by Lowry unless Customer timely specifies in writing an alternative carrier reasonably acceptable to Lowry. Delivery of products to the carrier constitutes delivery to Customer, title to products will pass to Customer, and Customer will have all risk of loss or damage at that time. Any claims against Lowry for shortages or non-conformance that could, with due diligence, be discovered by inspection upon receipt must be made within 10 days after receipt. Lowry will package the products in accordance with Lowry's standard practice. Lowry may make deliveries in installments with appropriate partial invoicing issued for each such installment. Lowry may, but will not be required to, shorten lead times and deliver products more quickly than originally estimated, in accordance with Customer requests, but reserves the right to increase pricing accordingly, or impose break-in charges, for directly or indirectly affected products or shipments thereof. Each shipment of products to be delivered is a separate sale and Customer will pay the price for each shipment without regard for any failure to deliver, or non-conformity of, any previous or subsequent shipment. Lowry's breach or default in the delivery of any particular shipment will not permit Customer the right to refuse to receive any other shipment. Time is not of the essence and Customer is not entitled to reject an otherwise conforming tender made within a reasonable time. Any failure by Customer to pay for any shipment within the time stated for payment is an anticipatory material breach with regard to other shipments. Once Lowry commences production of products and/or provision of services and/or determines a shipping or delivery date with regard to the same, Lowry will be entitled to provide, ship, and/or deliver such products and/or services and receive payment therefor and Customer may not revise the timing for receipt of such products and/or services.
6. **Security Interest.** Customer grants to Lowry a security interest in the products supplied under any Supply Agreement and any proceeds thereof and accessions thereto as security for Customer's obligations (payment and otherwise) to Lowry. Lowry may file any financing statement or similar document and/or take any other action permitted by applicable law to perfect and enforce such security interest and, if local law requires that a financing statement or similar document be signed or otherwise acknowledged by a debtor party, Customer authorizes Lowry to execute and deliver on Customer's behalf any such document.
7. **Termination; Default.**
 - (a) **Termination for Default.** Either party may, without prejudice to its other rights or remedies, terminate a Supply Agreement by notice to the other party if: (1) the other party files a petition in bankruptcy or assignment generally for the benefit of creditors or initiates, or has initiated against it, any similar proceeding under any law with respect to creditor's rights, adjustment of debts, or similar law, becomes insolvent, becomes, or admits that it is, unable to pay its debts generally as they become due, or has a third-party manager or receiver appointed over any of its assets or (2) the other party defaults under these Terms and does not remedy the default within 30 days (10 days in the case of payment defaults) following notice by the aggrieved party.
 - (b) **Adequate Assurance of Performance.** In any circumstance where Lowry has the right to demand adequate assurance of Customer's performance (such as, but not limited to, under Section 2-609 of the Uniform Commercial Code, where applicable), Customer will provide such assurance within a reasonable time not to exceed five days.
 - (c) **Other Termination by Lowry.** If Customer fails to pay in accordance with these Terms or any Supply Agreement or fails to comply with any provision of these Terms or any Supply Agreement, Lowry may terminate any Supply Agreement as to unshipped portions of the products and terminate any applicable raw materials orders placed with its suppliers, and Customer will remain liable for shipped products. If Lowry elects to continue to make shipments after the Customer has failed to make payment for the shipment in advance or fails to provide adequate assurances of performance, no action by Lowry shall constitute a waiver of any default by the Customer or in any way affect Lowry's remedies for any such default.
8. **Product Changes.** Lowry may, at any time and without notice to the Customer, change the product(s) in any way that does not adversely affect the form, fit or function of the product(s) in any material respect. If Customer at any time directs changes or causes Lowry to make changes to the product(s), drawings, or specifications of the products(s), or otherwise wishes to change the scope of a Supply Agreement, including, but not limited to, such matters as inspection, testing, or quality control, Lowry may terminate the Supply Agreement with respect to the items affected by such change(s) or reasonably change the time for performance and/or the price of product(s) to take into account the changes.
9. **Technical Assistance.** Except as provided for in a separate signed agreement or as expressly stated in a Supply Agreement, Lowry will not be required to provide technical advice, facilities or service in connection with any Supply Agreement or the products supplied.
10. **Assignment.** Lowry may subcontract the performance of any obligation of Lowry under any Supply Agreement, provided only that Lowry remains primarily liable for the performance of the obligation. Customer may not assign any right or obligation under any Supply Agreement and, provided only that Lowry's assignee has assumed the obligation(s) of Lowry, Lowry will, upon such assignment, have no further liability as to the assigned obligations.
11. **Warranty.**
 - (a) **Products Manufactured by Lowry.** Where a product is manufactured by Lowry, Lowry warrants solely to Customer that each product supplied under these Terms will, for 90 days after delivery or such shorter time as the nature

- of the product (including, but not limited to, consumability) reasonably implies (the "Warranty Period"), conform to Lowry's written specifications during normal use and/or operation. Lowry's sole and exclusive obligation, and Customer's sole remedy for failure of any product to conform to the above warranty is, at the option of Lowry, repair or replacement of the non-conforming product or a refund of the monies paid by Customer for the non-conforming product. Customer must notify Lowry in writing during the Warranty Period of any failure by a product to conform to the above warranty. Customer will pay for shipping of any non-conforming product to Lowry and Lowry will pay for return shipping to Customer. Liability under this warranty will be reduced to the extent that: (1) the product is not maintained according to Lowry's specifications, (2) the product fails, malfunctions, or is damaged as a result of improper handling, improper storage conditions (including, but not limited to, where applicable, temperature and humidity), installation, maintenance, removal, modification or repair, (3) the non-conformity is caused by casualty, abuse, or improper use, (4) the product is altered other than by Lowry or with Lowry's express written approval, (5) the product is installed, used, or configured other than as contemplated by the parties under the applicable Supply Agreement or at or in a place other than that contemplated by the parties under the applicable Supply Agreement, (6) the product is used, operated, or connected with a third-party good or software not expressly designated by Lowry's documentation and specifications for the product, (7) any failure results from a design or specification supplied by Customer.
- (b) **Products Manufactured by Third Parties.** Where a product is manufactured by a third party, Lowry will pass through to Customer such warranty as the third party provides and, if such warranty is not assignable by Lowry, Lowry will permit Customer to, at Customer's cost, enforce the warranty in the name and right of Lowry.
- (c) **Software.** Warranties, if any, with respect to software are provided solely in the separate license agreement associated with such software.
12. **Product Returns.** No return is permitted other than for a breach of a warranty or as otherwise expressly permitted by the Supply Agreement. Customer may not return any product unless Lowry approves in writing the return. Upon Lowry's request, Customer will provide to Lowry samples of products alleged by Customer to be eligible for return. All return documentation must contain Lowry's Returned Materials Authorization ("RMA") number. Lowry may refuse returned shipments not approved by Lowry or not properly identified. The request for return approval must include serial number, part number, lot number, and date code (each as applicable), and full identification of products to be returned. Proper handling procedures must be used in the packing and shipping of all returns. Products must be returned in the same or equivalent container in which they were shipped with the RMA number clearly visible on the package. Customer retains title and assumes all risk of loss relating to products returned for repair or replacement until Lowry completes repair or identifies products as replacements.
13. **Disclaimers and Limitation of Liability.** EXCEPT AS EXPRESSLY DESCRIBED IN SECTION 11, ALL GOODS, SERVICES, AND/OR SOFTWARE DELIVERED UNDER ANY SUPPLY AGREEMENT ARE SUPPLIED "AS IS" AND WITH ALL FAULTS. LOWRY MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY GOODS, SERVICES, AND/OR SOFTWARE AND EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY AS TO THEIR QUALITY, PERFORMANCE, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. NOTWITHSTANDING ANYTHING IN ANY SUPPLY AGREEMENT OR OTHERWISE TO THE CONTRARY, LOWRY WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR PROFITS) ARISING FROM OR CAUSED, DIRECTLY OR INDIRECTLY, BY THE USE OR SALE OF ANY GOOD, SERVICE, AND/OR SOFTWARE BY CUSTOMER OR ANY CUSTOMER OR SUCCESSOR HOLDER (INCLUDING, BUT NOT LIMITED TO, ANY END USER) OF ANY GOOD, SERVICE, AND/OR SOFTWARE; BY THE PERFORMANCE OR FAILURE OF LOWRY TO PERFORM UNDER THESE TERMS; BY ANY OTHER ACT OR OMISSION OF LOWRY; OR BY ANY OTHER CAUSE. IN NO EVENT WILL LOWRY'S TOTAL LIABILITY TO CUSTOMER FOR ANY CLAIM EXCEED THE SUM PAID TO LOWRY BY CUSTOMER FOR THE GOODS, SERVICES, AND/OR SOFTWARE SUPPLIED UNDER THE SUPPLY AGREEMENT IN CONNECTION WITH WHICH THE CLAIM ARISES. NO ACTION MAY BE BROUGHT BY CUSTOMER FOR ANY BREACH OF ANY SUPPLY AGREEMENT MORE THAN ONE YEAR AFTER THE ACCRUAL OF SUCH CAUSE OF ACTION.
14. **Indemnification.**
- (a) **By Customer.** Customer will defend, indemnify, and hold harmless Lowry and its employees, officers, directors, agents, affiliates, successors and assigns from and against any and all claims, suits, actions, demands, damages, losses, liabilities, penalties, fines, costs and expenses (including, without limitation, attorneys' fees) whatsoever that are incurred by or made against any indemnitee that arise out of or result from (i) the acts, omissions, negligence or misconduct of Customer, (ii) any claim by any successor holder (including, but not limited to, any end user) of any of the products, or any other person or entity, related to the products sold by Lowry, or the purchase, installation, or use of such products, or any undertakings, acts or omissions relating to such products, to the extent such claim is not based upon a breach of an express warranty of Lowry, or (iii) any Customer breach of any obligation in Section 19.
- (b) **By Lowry.** Lowry will defend, indemnify, and hold harmless Customer and its employees, officers, directors, agents, affiliates, successors and assigns from and against any and all claims, suits, actions, demands, damages, losses, liabilities, penalties, fines, costs and expenses (including, without limitation, attorneys' fees) whatsoever that are incurred by or made against any indemnitee that allege that the products, or their use by an indemnitee as contemplated by a Supply Agreement or the applicable documentation, infringe upon a copyright or patent of a third party. Lowry's obligations under this Section 14(b) will not apply to any goods, services, and/or software (a) not supplied by Lowry, (b) used in a manner not expressly authorized by a Supply Agreement or the applicable documentation, (c) to the extent made or modified in accordance with Customer's specifications, (d) to the extent that the alleged infringement or misappropriation results from any customizations, modifications, alterations or changes not developed by Lowry, (e) combined with other products (hardware or software), processes, or materials where the alleged infringement would not exist but for such combination, (f) that is not the most current update, version, or release if infringement would have been avoided by use of the most current update, version, or release and Lowry makes the same available to Customer, (g) where Customer continues the allegedly infringing activity after being notified thereof and provided modifications that would have avoided the alleged infringement, or (h) to the extent that the rights of any third party asserted with regard to the software arise out of, or are connected with, claims (whether based in patent law or otherwise) to inventions, technologies, or methods that were in widespread unlicensed use by third parties as of the time the good, service, and/or software was delivered to, or used by, Customer or any affiliate of Customer. Customer will promptly give to Lowry notice of, and all pertinent information related to, any claim, suit, or cause of action that might or does lead to an indemnification obligation and will, at Lowry's request, grant to Lowry exclusive control of the defense and/or settlement of any such claim, suit, or cause of action, subject only to Customer's consent (not to be unreasonably withheld, delayed, or conditioned) with respect to any settlement that purports to bind a Customer indemnitee where the settlement involves injunction or any admission of fault or liability by the Customer Indemnitee.
15. **Fail-Safe or Critical Operations.** Lowry's products are not designed, intended, authorized, or warranted to be suitable for use or resale as control equipment in, or for other applications related to, hazardous or critical environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communications systems, air traffic control, life support, weapons systems, or other application in which the failure of a product could lead to death, personal injury, or severe physical or environmental damage. Customer will not use or permit to be used the purchased products for such fail-safe or critical applications, and further agrees to indemnify Lowry and its employees, officers, directors, agents, affiliates, successors and assigns against all actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorneys' fees, arising out of any breach of Customer's obligations in this Section 15.
16. **Confidentiality.** Customer will, notwithstanding that any Supply Agreement may have terminated, keep in confidence and prevent the disclosure to any person all information and data disclosed to it by Lowry that is marked confidential or by its nature ought to be considered confidential, including, but not limited to, quotes, business plans, technological techniques, prints, inventions, and research and development. Notwithstanding the foregoing, Customer will not be liable for disclosure of any confidential information if the same: (i) is or becomes readily ascertainable by the public by proper means without breach by Customer of any obligation to Lowry of confidentiality; (ii) is disclosed with the prior written approval of Lowry; or (iii) becomes known to Customer from a source other than Lowry without breach of these Terms by Customer or breach by the source of any obligation of confidentiality. Lowry will have no obligation of confidentiality or non-use with respect to information that Lowry receives from buyer unless such obligations are established in a separate written confidentiality agreement signed by Lowry.
17. **Intellectual Property.** Except as expressly and particularly set forth in a separate written agreement signed by Lowry, Customer will obtain no right whatsoever in any copyright, patent, trademark, trade secret, mask work, or other intellectual property right of Lowry or that Lowry creates, originates, discovers, or reduces to practice, or in which Lowry acquires author or other rights, whether in consequence of these Terms, any Supply Agreement, any transaction or dealing between Lowry and Customer, or otherwise. Lowry reserves all such rights to itself. The parties acknowledge that, absent a specific and separate written and signed agreement between the parties expressly granting rights to Customer, no Supply Agreement is intended to require that Lowry perform any development work for Customer or create for Customer any work of authorship, invention, or other matter in which proprietary rights exist.
18. **Services.** The following provisions will apply to any services provided by Lowry under a Supply Agreement and that are not covered by a separate service agreement ("Services").
- (a) Lowry will perform the Services with ordinary care customary in the industry. Lowry makes no other warranty whatsoever with respect to any Services.
- (b) Lowry will own all rights in and to any invention, discovery, improvement, work of authorship, and all other rights in intellectual property that Lowry

fixes in a tangible medium, reduces to practice, discovers, invents, or otherwise creates in the course of performing the Services. Lowry grants to Customer a limited license to possess and use Lowry's work product that results from the Services solely for Customer's internal business processes in connection with the use of other Lowry-provided goods, services, and/or software.

19. **Export Controls.** Unless an appropriate license, exemption or similar authorization has been duly obtained, Customer shall not, nor shall Customer authorize or permit its employees, agents, successors or assigns to, export or re-export any products to any country identified as a prohibited destination by any applicable laws or regulations. Furthermore, Customer hereby agrees to undertake and perform all "denied party screening" or similar obligations imposed by or arising under applicable laws or regulations. Customer agrees and acknowledges that, to the extent applicable, these commodities, technology and/or software will be/were exported from the United States or other country of origin solely in accordance with the United States Export Administration Regulations or other export regulations applicable in the jurisdiction of origin. Any diversion contrary to U.S. or other applicable law is prohibited.
20. **End-of-Life Disposition.** Customer will, or will require Customer's successor owner of the product(s) to, at Customer's or the successor's own expense, properly dispose of the products according to any applicable law.
21. **Governing Law; Jurisdiction; Venue; Severability.** These Terms and all Supply Agreements will be governed by and construed in accordance with the laws of the State of Michigan without regard for their conflict of law rules. The United Nations Convention on Contracts for the International Sale of Goods will not apply to these Terms or any Supply Agreement. Any action or claim arising out of or related to these Terms or any Supply Agreement may be brought only in the courts of the State of Michigan sitting in Livingston County or the United States District Court for the Eastern District of Michigan and Lowry and Customer each irrevocably consent to the jurisdiction of, and venue in, such courts. If any provision of any Supply Agreement is illegal or unenforceable such provision will be reformed to, insofar as is possible, permit it to conform with applicable law and, in any case, the remaining provisions will continue in full force and effect.
22. **Use of Products.** Customer shall use, and require its employees, contractors, and agents to use, all available safety precautions, in addition to any specifically set forth in any manuals, material safety data sheets, technical data sheets, instruction sheets, if any, furnished by Lowry (or available from raw material suppliers) relating to Lowry's products. If Customer does not receive any required material safety data sheets for any product from Lowry, Customer will request them from Lowry. If Customer fails to strictly observe each and every one of the obligations set forth in this Section 22 or if Customer's use of any of Lowry's products is in violation of any standard or rule of the American National Standards Institute or Occupational Health and Safety Act, or other applicable workplace law, regulation, or standard, Customer will indemnify, defend, and hold harmless Lowry and Lowry and its employees, officers, directors, agents, affiliates, successors and assigns from and against any and all claims, demands, damages, actions, and causes of action, as well as any and all liability, loss, or expense of any kind, including reasonable attorneys' fees arising from, connected with or in any way pertaining to any such failure by Customer.
23. **Notification.** Customer shall notify Lowry promptly, and in any event within 30 days, after any accident or failure involving Lowry's products that results in personal injury or damage to property and shall cooperate fully with Lowry in investigating and determining causes of such accident or failure.
24. **Attorneys' Fees and Costs.** Customer will pay Lowry's reasonable attorneys' fees and other costs and expenses for any legal or equitable action undertaken by Lowry to enforce these Terms or the provisions of any Supply Agreement.
25. **Errors.** Any and all typographical or clerical errors made by Lowry in these Terms, in Lowry's quotations or communications, or any Supply Agreement are subject to correction by Lowry.
26. **Force Majeure.** Lowry will not be liable for failure to deliver, or for delay in delivery of, the products to the extent arising out of or related to causes beyond its reasonable control, including, without limitation, acts of God or of the public enemy, acts of any governmental authority, fires, floods, other casualties, severe weather, epidemics, quarantine restrictions, strikes, labor disputes or shortages of labor, embargoes, wars, riots, civil commotion, shortage of rail cars or semi-trailers and trailers, delays in transit or inability to secure necessary parts or materials (whether at all or at commercially reasonable prices). In no event will Lowry be liable for any loss or damage, including in particular, direct, incidental, indirect, special, punitive or consequential damages (including loss of profits) due to any failure to deliver or delay in delivery. If Lowry is wholly or partially unable to perform because of any cause beyond its reasonable control, Lowry may allocate production and deliveries among Lowry's customers or may terminate the Supply Agreement without any further liability to Customer.
27. **Remedies Cumulative.** All rights and remedies of Lowry under these Terms and any Supply Agreement are cumulative. No pursuit or receipt by Lowry of any

particular remedy will constitute an exclusive election of remedies and Lowry will have the benefit of all remedies available at law, in equity, or otherwise.

28. **Cross-Default.** Any default by Customer under any other agreement to which Lowry or any Lowry affiliate is a party will be a default by Customer under these Terms and of each Supply Agreement. Such other agreements may, where applicable, be (but are not limited to), distributor or similar agreements.
29. **Firmware License.** Customer may use such firmware as is installed on the products manufactured by Lowry solely for Customer's own use and operation of the associated product(s). Customer may not (a) copy any firmware, (b) decompile, disassemble, decrypt, or reverse engineer the firmware or attempt to derive the source code for any part of the software, (c) encumber any right in the firmware in favor of a third party, whether by agreement, operation of law, or otherwise, (d) Remove from the firmware or associated documentation any product identification or proprietary rights notices, (e) sell, lease, lend, or sublicense the firmware or the documentation to any third party, (f) use the software for timesharing or service bureau purposes, (g) modify or create derivative works of the firmware (except that Customer's code written to published APIs for the software will not be deemed a derivative work), or (h) publish or disclose to any third party the results of any benchmark tests or other evaluation run on the firmware without the prior written consent of Lowry.
30. **Third Parties.** Except for the indemnitees under the indemnification obligations contained in these Terms (each of whom is an express third-party beneficiary of such indemnification obligations), there are no third-party beneficiaries of any right or obligation under these Terms or any Supply Agreement.
31. **Third-Party Terms.** Under no circumstances will Lowry be obliged or liable to Customer or to any third party with respect to any representation, warranty, covenant, duty, or liability to any third party, whether as part of a "directed sourcing" arrangement or otherwise. Without limiting the foregoing, Lowry expressly disclaims and rejects any obligation of any kind to comply with any terms or conditions of Customer's direct or indirect customer(s), regardless of any obligation to such persons taken on by, and/or imposed upon, Customer and regardless of whether Lowry is aware of any such requirement upon Customer. Lowry will be liable to any third party, if at all, solely according to such separately negotiated, written, and signed agreement, if any, as Lowry actually negotiates and executes with such third party.
32. **Arbitration.** Any dispute arising out of or relating to any Supply Agreement, including the breach, termination, or validity thereof, shall be finally resolved by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "Rules"), except to the extent otherwise required in the Supply Agreement. Matters submitted to arbitration shall be decided by a single arbitrator, except that, if the amount in controversy exceeds \$150,000, either party may opt for an arbitration conducted by three independent and impartial arbitrators, in each case appointed in accordance with the Rules. The arbitrator(s) will have the authority to render any award or remedy allowed by law, but shall have no authority to give equitable remedies. The arbitrator's award shall be final and binding on the parties. The arbitration shall be governed by the Federal Arbitration Act (being 9 U.S.C. §§1-16), as amended from time to time, and judgment upon the award rendered by the arbitrator(s) may be entered by any court having competent jurisdiction. The place of arbitration shall be Brighton, Michigan, with the hearing to be held within sixty (60) days after the appointment of the arbitrator(s). The arbitration shall be conducted in the English language. The arbitrator shall have the power to direct the parties to disclose information prior to the hearing, and to issue subpoenas to direct the appearance of witnesses at the hearing. Each party may be represented by counsel, and may present testimony and other evidence at the hearing. The arbitrator(s) are not empowered to award damages in excess of those permitted by the Supply Agreement. Within thirty (30) days after the conclusion of the hearings, the arbitrator(s) shall render a written decision. The cost of the arbitration proceeding will be shared equally by the parties, provided that each party shall pay its own costs of the arbitration. The statute of limitations under the laws governing the Supply Agreement applicable to the commencement of a lawsuit shall apply to the commencement of an arbitration under the Supply Agreement. Nothing in this Section 32 will prevent either party from seeking or obtaining equitable remedies from a court prior to, or during the pendency of, any arbitration.
33. **Cross-Default.** Any breach by Customer of any other agreement between Customer and Lowry will be a breach by Customer of each Supply Agreement.
34. **Entire Agreement.** These Terms, together with any specific terms contained in any Supply Agreement, any separate written and signed distributor agreement, and any separate written confidentiality agreement between the parties, embody the entire agreement between the parties with regard to the subject matter hereof and thereof and supersede all other prior agreements between the parties with regard to such subject matter. Neither these Terms nor any Supply Agreement may be modified, except in writing and signed by the party against whom enforcement is sought.