BECKHOFF

New Automation Technology

Invoice

SI00243460

10/30/2026

Beckhoff Automation LLC · 13130 Dakota Avenue · Savage, MN 55378 · United States

Turnkey Packaging Solutions LLC
6922 E Via Northgate
Mesa, AZ 85212
United States

Beckhoff contacts

Sales
James Taylor
602-402-4237
j.taylor@beckhoff.com

Internal sales
Sam Kaelin
952-224-0809
WestRegionCSR-USA@beckhoff.com

Your reference

Order	PO26432240
Reference	00150762 : Turnkey Packaging Solutions LLC
Order date	10/29/2026
Tax exempt number	21598903

Beckhoff reference

Sales order	**BAUS-IN-00150762**
Customer account	60018807
Delivery	SD00239079 from 10/30/2026

Pos.	Description	Quantity	Price per unit	Net amount
200	**EL9011** Item number: 042211 EtherCAT Terminal, end cover, E-bus contacts, grey Country of origin: DE, HS code: 8517620090, ECCN: On request, Dual use: No	1.00 pcs	5.00	5.00
300	**EL9410** Item number: 064397 EtherCAT Terminal, power supply for E-bus, 24 V DC, 2 A, with diagnostics Country of origin: DE, HS code: 8517620090, ECCN: On request, Dual use: No	1.00 pcs	87.00	87.00
400	**EL9100** Item number: 026662 EtherCAT Terminal, potential supply, 24 V DC, 10 A Country of origin: DE, HS code: 8517620090, ECCN: On request, Dual use: No	1.00 pcs	23.00	23.00
500	**EL2008** Item number: 040147 EtherCAT Terminal, 8-channel digital output, 24 V DC, 0.5 A Country of origin: DE, HS code: 8517620090, ECCN: On request, Dual use: No	1.00 pcs	70.00	70.00
600	**EL1008** Item number: 047953 EtherCAT Terminal, 8-channel digital input, 24 V DC, 3 ms Country of origin: DE, HS code: 8517620090, ECCN: On request, Dual use: No	1.00 pcs	64.00	64.00
700	**EL3174**	1.00	286.00	286.00

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Pos.	Description	Quantity	Price per unit	Net amount
	Item number: 143574 EtherCAT Terminal, 4-channel analog input, multi-function, ±10 V, ±20 mA, 16 bit Country of origin: DE, HS code: 8517620090, ECCN: On request, Dual use: No	pcs		
800	**EL3312** Item number: 056230 EtherCAT Terminal, 2-channel analog input, temperature, thermocouple, 16 bit Country of origin: DE, HS code: 8517620090, ECCN: On request, Dual use: No	2.00 pcs	263.00	526.00
900	**EL1252** Item number: 040508 EtherCAT Terminal, 2-channel digital input, 24 V DC, 1 µs, timestamp Country of origin: DE, HS code: 8517620090, ECCN: On request, Dual use: No	1.00 pcs	141.00	141.00
1000	**EL2252** Item number: 043945 EtherCAT Terminal, 2-channel digital output, 24 V DC, 0.5 A, timestamp Country of origin: DE, HS code: 8517620090, ECCN: On request, Dual use: No	1.00 pcs	141.00	141.00
1200	**EL2564** Item number: 244901 EtherCAT Terminal, 4-channel LED output, 5...48 V DC, 4 A, RGBW, common anode Country of origin: DE, HS code: 8517620090, ECCN: On request, Dual use: No	2.00 pcs	160.00	320.00
1300	**EL5101-0090** Item number: 152820 EtherCAT Terminal, 1-channel encoder interface, incremental, 5 V DC (DIFF RS422, TTL), 1 MHz, TwinSAFE SC Country of origin: DE, HS code: 8517620090, ECCN: On request, Dual use: No	3.00 pcs	401.00	1,203.00
1400	**EL1904** Item number: 070931 EtherCAT Terminal, 4-channel digital input, 24 V DC, TwinSAFE This item is a safety component according to EC Directive 2006/42/EC (Annex IV) and complies with the relevant provisions of the Machinery Directive 2006/42/EC. Use it exclusively in accordance with the provisions of the product documentation! The safety device may only be returned if the seal and the package are undamaged! Serial number: 05436549 Country of origin: DE, HS code: 8517620090, ECCN: On request, Dual use: No	1.00 pcs	270.00	270.00
1500	**EL2904** Item number: 070933	1.00 pcs	307.00	307.00

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Pos.	Description	Quantity	Price per unit	Net amount
	EtherCAT Terminal, 4-channel digital output, 24 V DC, 0.5 A, TwinSAFE This item is a safety component according to EC Directive 2006/42/EC (Annex IV) and complies with the relevant provisions of the Machinery Directive 2006/42/EC. Use it exclusively in accordance with the provisions of the product documentation! The safety device may only be returned if the seal and the package are undamaged! Serial number: 05479605 Country of origin: DE, HS code: 8517620090, ECCN: On request, Dual use: No			

Total line items	USD	3,443.00
Freight costs	USD	12.79
Net amount	USD	3,455.79
Sales tax	USD	0.00
Gross amount	**USD**	**3,455.79**

Payment: **30 days net**
Due date: 11/29/2026

Delivery: **FCA (Incoterms® 2020) - Free Carrier**

Shipment: **PP/Add FedEx Ground**

Tracking information: **384404395360**

Minimum Order:
$75.00 excluding taxes and freight. Fee will be assessed to meet $75.00.

As of August 1st, 2025, a 3% surcharge will be added to all credit card payments.

Training
Once the customer submits a purchase order or payment information and a Confirmation has been sent, all no-shows will be billed at 100%. Cancellation notice given 2 weeks or less prior to the first day of class will be billed at 50% of the quoted price. Customers will not be charged when a cancellation notice of 2 weeks, or more, is given before the first day of class. Beckhoff Automation reserves the right to cancel a training course 3 weeks prior to the first day of training. In the event a course is canceled, Beckhoff Automation will work to reschedule attendee(s) into the next available course.

General Terms:

1. APPLICABILITY: The following terms and conditions ("Standard Terms and Conditions") of Beckhoff Automation LLC ("Beckhoff") govern the sale of all goods and services to each customer of Beckhoff ("Customer"). Any services provided to a Customer by Beckhoff are further governed by the Beckhoff Standard Terms and Conditions Services Addendum.

2. ORDERS: Customer shall submit all orders for products in writing, specify the description and quantity of the products ordered, address to which delivery is to be made, manner of delivery and such other information as requested by Beckhoff. A minimum order of $75.00 is required. Beckhoff has the absolute right to accept or reject any order, in whole or in part, and shall be under no obligation to Customer for the mere placing of an order by Customer. An order shall only be deemed accepted and binding on Beckhoff if Beckhoff expressly confirms its acceptance in writing with an order confirmation or invoice. Once Beckhoff sends written confirmation to the Customer, the Order may not be cancelable by Customer pursuant to the Non-Cancelation clause. If Beckhoff accepts a portion of an order, Beckhoff will send an order confirmation or invoice for the portion of the order accepted or the portion of the order shipped.

3. ACCEPTANCE: Acceptance by Customer of the goods and services provided by Beckhoff constitutes an express acceptance of these Standard Terms and Conditions and a repudiation of any other inconsistent terms or conditions. Terms or conditions contained in any of Customer's documents, including, but not limited to, orders and acknowledgments, that alter, differ from or add to the Standard Terms and Conditions herein are deemed by Beckhoff to be a material alteration of the terms and conditions herein and are hereby rejected by Beckhoff unless agreed to in a writing signed by an authorized representative of Beckhoff.

4. PRICING: Prices and other information listed in any publication by Beckhoff (including catalogs and brochures) are subject to change without notice, including reasons set out in Section 2. Such publications are not offers to sell and are not subject to acceptance by Customer. Beckhoff shall provide services in accordance with the Standard Terms and Conditions, and at the rates, in effect at the time the services are provided. Beckhoff's service rates or product prices are available upon request by Customer. Customer acknowledges that Beckhoff has the right to invoice Customer for travel time as well as any waiting time necessary to provide the services properly. Any applicable duties or sales, use, excise, value-added or similar taxes shall be added to the price and invoiced separately, unless an acceptable exemption certificate is furnished.

5. PAYMENT AND CREDIT: Unless otherwise stated, all payments shall be in United States dollars and shall be due and payable in full within thirty (30) days of the date of invoice, which shall ordinarily be the date of shipment. If Customer delays shipment, the date on which Beckhoff is prepared to make shipment shall be deemed to be the date of shipment for payment purposes, and Beckhoff may invoice Customer on that date. If Customer delays shipment or is unable to receive goods, Beckhoff may place the goods in storage for Customer's account, and risk of loss shall pass to the Customer. Customer shall pay all charges for storage, transport and other related expenses. Customer agrees that a monthly administrative and finance charge of 1.5% of the outstanding balance, but not in excess of the lawful maximum, may be charged to Customer for any account having a balance remaining unpaid after thirty (30) days. A three percent (3%) processing surcharge will be applied to all credit card payments. This surcharge does not exceed our actual cost of acceptance. No processing fee applies to payments made by ACH, check, or wire transfer. Customer agrees to pay Beckhoff's costs of collection, including attorneys' fees, incurred in collecting any past due amounts. If at any time, in Beckhoff's judgment, Customer is unable or unwilling to meet the terms specified, Beckhoff may require satisfactory assurance or full or partial payment as a condition of commencing or continuing

manufacture of goods or making shipment, and may, if shipment has been made, recover the goods from the carrier, pending receipt of such assurances.

6. DELIVERY: All goods shall be sold and delivered FCA Beckhoff's facilities in Savage, Minnesota. Beckhoff may make partial shipments as determined in its sole discretion. Delivery terms are FCA point of shipment, freight and insurance prepaid and billed to Customer. Claims for shortages, damaged or incorrect items must be made in writing to Beckhoff within ten (10) days after receipt of shipment. Failure to give such notice shall constitute an unqualified acceptance and waiver by customer of all claims for such shortages, damaged or incorrect items.

7. PERFORMANCE; DELAYS; USE OF GOODS AND SERVICES: Customer acknowledges that the delivery dates given represent the current planning status and may change due to unforeseen circumstances. In addition, timely performance by Beckhoff is contingent upon Customer's supplying to Beckhoff, when needed, all required technical information and data, including approvals, and all required commercial documentation. Beckhoff shall not be liable for any damages or penalty for delay in delivery or use of goods or services or for failure to give notice of delay when such delay is due to any cause or condition beyond the reasonable control of Beckhoff, including, but not limited to, natural catastrophes, acts or omissions of a government or its agencies or departments, labor strikes, lockouts or other disturbances, war, riot or difficulties in procuring labor, energy shortages, shortage of suitable parts, materials, computer malfunction, transportation problems, Customer's failure to fulfill its obligations, especially the completeness of information provided to Beckhoff by Customer, or delay in delivery by Beckhoff's vendors. The scheduled delivery or performance date shall be extended by a period of time equal to the time lost because of any such delay. Delay in delivery or installation shall not relieve Customer of its obligation to accept such later delivery or installation.

8. AUTHORIZED DISTRIBUTORS: Beckhoff Automation LLC does not support, endorse or authorize distributors or third-party resellers of parts, products or services.

9. NON-CANCELATION: Customer may not cancel, terminate or suspend an order after acceptance except with Beckhoff's express written consent, and then only upon terms or fees that will compensate Beckhoff for any engineering, fabrication and purchasing costs and any other costs relating to such cancelation, termination or suspension, plus a reasonable amount of profit. In any event, Beckhoff shall have the right to reject any requested amendment to an order which Beckhoff, in its sole discretion, believes to be unsafe, technically unsound, not subject to good workmanship or established engineering standards or not in conformity with the goods or services regularly provided by Beckhoff.

10. RETURN OF GOODS: No goods shall be returned to Beckhoff without Beckhoff's prior written approval. In the event of a warranty claim, Customer shall observe the provisions of the Limited Warranty clause below. If Beckhoff's permission to return is granted, the amount of credit shall be determined based on the date of initial invoice. All goods must be returned with all manuals, written materials, instructions, and accessories in proper packaging to Beckhoff with freight charges prepaid by Customer. Risk of loss shall not pass to Beckhoff until the returned goods are received by Beckhoff. Return of authorized goods may also be subject to a fee.

11. LIMITED WARRANTY: The obligations of Beckhoff under this limited warranty are the exclusive remedies for any breach of the warranty of the goods. Beckhoff warrants that any goods sold by it shall be free from material defects at the time of shipment by Beckhoff to Customer

with any such defects being reportable by Customer for a period of twelve (12) months from the date of shipment (the "Warranty Period"). Goods under warranty which have been repaired or replaced are warranted for a period of ninety (90) days from the date of shipment to Customer, or the remainder of the Warranty Period, whichever is longer. Remanufactured parts (other than original warranty replacements) are warranted for a period of ninety (90) days from shipment. Any and all sales or deliveries of computer software products supplied or delivered to Customer by Beckhoff shall be governed by a separate license agreement between Beckhoff and Customer. Beckhoff shall provide services requested by Customer, including, but not limited to, programming, maintenance, troubleshooting, repair, etc., only as agreed in advance in a separate written agreement by Beckhoff. Beckhoff shall perform such services in a professional manner and in accordance with generally accepted industry standards. Any claims for warranty must be reported by Customer to Beckhoff within the Warranty Period without undue delay. In the event a defect is discovered and reported to Beckhoff within the Warranty Period, Beckhoff will, solely at its option, adjust or repair the defect, replace the defective good, refund the purchase price or issue a credit for the purchase price of the goods involved (the "Remedies"). Customer acknowledges that it shall not be permitted to make any claim for defects arising out of normal wear and tear, degradation, misuse, negligence, negligent handling, improper operation, alteration, modification, improper installation, self-repair, exposure to external influences or the like, to the extent Beckhoff was not responsible therefor. Further, the warranty shall only apply to goods and software that the Customer has implemented all updates and upgrades with respect thereto as made available by Beckhoff. Prior to returning any goods alleged to be defective, Customer shall notify Beckhoff in writing of the claimed defect and shall include a description of the goods, as well as the number and date of the invoice therefor. No goods shall be returned without a written approval obtained in advance from Beckhoff, said approval not to be unreasonably withheld. Customer acknowledges that if Beckhoff elects to replace the goods, that such replacement goods may be new or reconditioned at Beckhoff's sole discretion. Customer further acknowledges that any services provided outside of Beckhoff's place of business (including, but not limited to, Customer's place of business), regardless of whether the goods are under warranty, may cause Customer to incur additional costs and expenses for such services, for which Customer shall reimburse Beckhoff. The sole purpose of the Remedies shall be to provide Customer with the repair, replacement, re-performance or modification of the good, or alternatively to refund or issue a credit for the purchase price. These Remedies shall not be deemed to have failed of their essential purpose so long as Beckhoff is willing and able to provide one of the Remedies in the manner provided in this Section.

OTHER THAN AS EXPRESSLY SET FORTH ABOVE, BECKHOFF MAKES NO WARRANTIES REGARDING THE GOODS OR SERVICES PROVIDED HEREUNDER, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED. BECKHOFF SPECIFICALLY MAKES NO WARRANTIES AS TO THE SUITABILITY OF THE GOODS AND SERVICES FOR ANY PARTICULAR PURPOSE OR APPLICATION, REGARDLESS OF WHETHER FOR CUSTOMER OR AFFILIATES OF CUSTOMER AND REGARDLESS OF WHETHER BECKHOFF KNEW OF OR HAD REASON TO KNOW OF ANY SUCH PARTICULAR PURPOSE OR APPLICATION. BECKHOFF MAKES NO WARRANTIES SPECIFICALLY REGARDING ANY GOODS OR SERVICES PROVIDED HEREUNDER THAT HAVE BEEN FURNISHED OR SPECIFIED BY CUSTOMER AND INCORPORATED INTO THE GOODS OR OBTAINED FROM OTHER MANUFACTURERS OR VENDORS SPECIFIED BY CUSTOMER.

12. LIMITATION OF LIABILITY: IN NO EVENT SHALL BECKHOFF BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR LOST PROFITS, WHETHER THE THEORY BE BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR IN CONNECTION WITH OR ARISING OUT OF ANY ACTION OR INACTION OF BECKHOFF RELATING IN ANY WAY TO THE GOODS AND/OR SERVICES IT PROVIDES, EVEN IF BECKHOFF SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE. OTHER THAN AS EXPRESSLY SET FORTH HEREIN, BECKHOFF DISCLAIMS ALL WARRANTIES RELATING TO THE GOODS AND SERVICES, OR ANY OTHER SUBJECT MATTER UNDER THESE STANDARD TERMS AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY

WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, FREEDOM FROM ERRORS, CORRECTNESS, ACCURACY AND RELIABILITY, AND ALL WARRANTIES ARISING OUT OF USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. THE LIABILITY OF ANY OF THE PARTIES UNDER THESE STANDARD TERMS AND CONDITIONS SHALL NOT, IN THE AGGREGATE, EXCEED THE LESSER OF THE AMOUNT PAID OR PAYABLE BY CUSTOMER TO BECKHOFF FOR THE GOODS OR SERVICES UNDER THESE STANDARD TERMS AND CONDITIONS DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY OR $10,000. Upon the discovery of facts that reasonably indicate that Beckhoff has failed to perform its obligations or has negligently or otherwise breached a legal duty to Customer, Customer shall notify Beckhoff of such facts in writing within ten (10) business days of such discovery. The failure to give the foregoing notice shall constitute an irrevocable waiver of all claims and causes of action which Customer may have against Beckhoff, and shall cause Customer to be absolutely barred from the institution of any proceedings or actions based upon such claims or causes of action. In no event shall any action be brought by either party more than one (1) year after the cause of action was discovered or could have been discovered, except that an action by Beckhoff for Customer's nonpayment of fees for goods and/or services shall not be subject to such limitation.

13. INDEMNIFICATION: Customer assumes and shall indemnify and hold Beckhoff harmless from all responsibility to Customer and third parties for personal or property damage, including special, incidental and consequential damages, relating in any way to the goods and/or services provided to Customer by Beckhoff. Customer shall defend, at its sole cost and expense, any action brought against Beckhoff as a result of any such personal injury or property damage and further agrees to indemnify Beckhoff for all costs (including attorneys' fees and expenses) incurred by Beckhoff in defending any such claims or in establishing its right to indemnification herein. Customer may not settle an action without Beckhoff's written consent, not to be unreasonably withheld, except where it solely requires Customer to pay monetary damages that are paid by Customer and such settlement provides a full and complete release of all claims against Beckhoff. Beckhoff may, at its option, choose to control the defense of any suit involving such action, including settlement negotiations.

14. CONFIDENTIALITY: All information, data and user manuals provided to Customer, as well as all drawings, designs, techniques and improvements (whether patentable or unpatentable) made or conceived by Beckhoff or its agents or employees that relate in any way to the goods or services provided by Beckhoff (hereafter, "Information"), are confidential and proprietary to Beckhoff and shall not be reproduced, quoted, distributed or communicated to, or used by, any other person or entity without the express prior written consent of Beckhoff. Customer agrees to take reasonable precautions to prevent unauthorized disclosure or use of the Information and shall only disclose the Information to, and permit its use by, Customer's employees and agents necessarily involved in the use and operation of the goods and services provided by Beckhoff to Customer. Customer shall inform its employees and agents receiving goods and services provided by Beckhoff of the confidential nature thereof and of the obligations of Customer and its employees and agents acting on behalf of Customer. The foregoing confidentiality restrictions shall survive indefinitely.

15. COPYRIGHT: Any drawings and documentation provided to Customer hereunder are furnished only for Customer's own internal use. To the extent not inconsistent with Section 14 hereof relating to confidentiality, Customer shall have the right to make copies of such drawings or documentation to satisfy Customer's internal requirements, provided that Customer includes Beckhoff's copyright notice on each such copy. No other copies or use of any drawings or documentation or any portion thereof shall be made without the prior written approval of Beckhoff.

16. INTELLECTUAL PROPERTY INDEMNITY: Beckhoff shall defend any suit brought against Customer so long as it is based on a claim that any good or part thereof in the particular form sold by Beckhoff infringes a U.S. patent, trademark, service mark or copyright which had been issued at the time of sale. Customer shall notify Beckhoff in writing of any such claim within five (5) business days of Customer receiving notice of the claim and shall give Beckhoff authority for the conduct of such suit, including, but not limited to, (a) allowing Beckhoff to defend or control the defense of the suit, including settlement negotiations and settlement, and (b) rendering to Beckhoff whatever information and assistance may reasonably be required for such a defense. Customer and Beckhoff shall share all expenses relating to the claim equally including damages, if any, awarded against Customer in such suit and the costs of litigation or settlement, including all legal fees. In case such good, or any part thereof is held to infringe and the use of such good or part is enjoined, Beckhoff shall have the option of procuring for Customer the right to continue using such good or part, replacing the same with a non-infringing good, modifying the same so as to avoid infringement or removing the same and refunding the purchase price. Customer shall indemnify, defend (at Beckhoff's option) and hold Beckhoff harmless for any expense or loss resulting from any alleged infringement of patent, trademark or copyright or other intellectual property rights arising from (i) Beckhoff's compliance with designs or specifications furnished or specified by Customer and incorporated into the goods or obtained from other manufacturers or vendors specified by Customer or (ii) Customer's use of the good or services provided by Beckhoff in combination with hardware, software or other products or services not provided by Beckhoff, the combination of which being the cause of the alleged infringement, and in each case, Beckhoff may, at its option, choose to control the defense of any suit involving such alleged infringement, including settlement negotiations.

17. SPECIFICATIONS: Beckhoff reserves the right to make substitutions and modifications to the specifications of the goods and services it provides to Customer, provided that such substitutions or modifications will not materially affect the technical specifications as provided by Beckhoff.

18. NUCLEAR: Customer represents and warrants that the goods shall not be used in or in connection with a nuclear facility, aircraft flight control or vehicle control or equivalent applications.

19. TERMINATION: Beckhoff shall have the right to terminate its provision of goods and services to Customer upon the occurrence of any one of the following: (a) Customer assigns any of its rights hereunder without the prior written consent of Beckhoff (the word "assigns" to include, without limiting the generality thereof, the transfer of a majority interest in Customer), (b) Customer neglects or fails to perform or observe any of its obligations to Beckhoff, including, but not limited to, the timely payment of any sums due to Beckhoff, (c) an assignment is made of Customer's business for bankruptcy, or a trustee, receiver or similar officer is appointed to take charge of all or part of Customer's property, or Customer is adjudicated as bankrupt, or (d) Customer violates any of the provisions hereof. Upon termination for failure of Customer to accept and pay for goods and services, Beckhoff shall have the right to retain as liquidated damages any cash deposit made by Customer without affecting adversely Beckhoff's right to claim other expenses and losses as Beckhoff may incur or suffer as a result of such failure by Customer, including attorneys' fees.

20. GOVERNMENT REGULATIONS: Beckhoff and Customer shall comply with all local laws, rules and regulations necessary for the performance of these Standard Terms and Conditions and any agreement concluded in conjunction herewith. In the event that any goods are to be exported, the exporter shall comply with all such laws that may apply to such export, including, without limitation, the U.S. Export Administration Act.

21. NOTICES: All notices given by either party to the other under these Standard Terms and Conditions shall be in writing, either by certified mail, overnight mail or email.

22. NOTICE OF WHISTLEBLOWER PROTECTION: Pursuant to 18 U.S.C. § 1833(b), an individual who qualifies as an "employee" under 18 U.S.C. § 1833(b)(4) may not be held criminally or civilly liable under any federal or state trade secret law for disclosure of a trade secret: (a) made in confidence to a government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; and/or (b) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Additionally, an individual suing an employer for retaliation based on the reporting of a suspected violation of law may disclose a trade secret to the individual's attorney and use the trade secret information in the court proceeding, so long as any document containing the trade secret is filed under seal and the individual does not disclose the trade secret except pursuant to court order.

23. ASSIGNMENT: Beckhoff may transfer any rights or obligations under the orders or contracts governed by these Standard Terms and Conditions to any of its affiliates or to another entity in the event of a merger, consolidation, recapitalization or the sale of all or substantially all of its assets without the consent of Customer. Customer may not transfer its rights or obligations pursuant to these Standard Terms and Conditions without the express written consent of Beckhoff. These Standard Terms and Conditions will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

24. WAIVER: Other than as stated herein, no failure on the part of either party to exercise, and no delay in exercising, any right or remedy under these Standard Terms and Conditions shall operate as a waiver thereof; nor shall any single or partial exercise of any right or remedy under these Standard Terms and Conditions preclude any other right or remedy granted hereby or by any related document or by law.

25. DISPUTE RESOLUTION: Any dispute, claim or controversy arising out of or in connection with these Standard Terms and Conditions shall be negotiated in good faith between the parties. If, after negotiating in good faith, either party is of the opinion that such negotiations will remain unsuccessful, the parties shall refer the matter to mediation in accordance with such rules as the parties may agree. If the matter is not resolved by mediation, either party may then bring the action before a competent court as provided in Section 27 below.

26. SEVERABILITY: If any one or more sections or provisions of these Standard Terms and Conditions is/are determined to be invalid, illegal or unenforceable by a court of competent jurisdiction, then said section(s) or provisions(s) shall be replaced with the valid provision that most closely reflects the intent of the parties with the remaining section(s) given full force and effect.

27. GOVERNING LAW AND CONSENT TO JURISDICTION: The validity, construction and interpretation of the terms and conditions herein and all rights and duties of Beckhoff and Customer shall be governed by the substantive laws of the State of Delaware (without giving effect to the conflicts of laws principles thereof). The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Standard Terms and Conditions or to any agreement that may be executed or performed to implement these Standard Terms and Conditions. Customer hereby irrevocably submits to the nonexclusive jurisdiction of any Minnesota state court, or any U.S. federal court located in the State of Minnesota in any action or proceeding arising out of or relating to the relationship between Beckhoff and Customer, and Customer hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such court

or courts. Nothing herein shall affect the right of Beckhoff to bring any action or proceeding against Customer or its property or assets in the courts of any other jurisdictions. CUSTOMER HEREBY WAIVES TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO OR CONNECTED WITH THESE STANDARD TERMS AND CONDITIONS.

28. LANGUAGE: A dispute arising out of or in connection with these Standard Terms and Conditions shall be argued and resolved in English, which is also the governing language of these Standard Terms and Conditions.