Contract4 - Review Result

# Part 1. Basic Information

## Q1. Highlight the parts (if any) of this contract related to "Document Name" that should be reviewed by a lawyer. Details: The name of the contract.

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## Q2. Highlight the parts (if any) of this contract related to "Parties" that should be reviewed by a lawyer. Details: The two or more parties who signed the contract.

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## Q3. Highlight the parts (if any) of this contract related to "Agreement Date" that should be reviewed by a lawyer. Details: The date of the contract.

## January 27, 2015

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## Q4. 'Highlight the parts (if any) of this contract related to "Effective Date" that should be reviewed by a lawyer. Details: The date when the contract is effective\xa.

## January 27, 2015

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## Q5. Highlight the parts (if any) of this contract related to "Expiration Date" that should be reviewed by a lawyer. Details: On what date will the contract\'s initial term expire?'.

## This Agreement shall have an initial term beginning on the Effective Date and terminating on the second anniversary of the Effective Date (the “Initial Term”).

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## Q6. Highlight the parts (if any) of this contract related to "Renewal Term" that should be reviewed by a lawyer. Details: What is the renewal term after the initial term expires? This includes automatic extensions and unilateral extensions with prior notice.

## The Initial Term may be renewed for one additional one-year term (the “Renewal Term”) upon: (i) the mutual written agreement of Supplier and Purchaser, or (ii) Supplier’s receipt of written notice from Purchaser not later than three (3) months prior to the expiration of the Initial Term stating that (A) Purchaser has determined in good faith that Purchaser and its Affiliates will be unable to independently manufacture the Products in quantities sufficient to meet all of its requirements for the Products solely for incorporation into DCB Products upon expiration of the Initial Term, and(B) Purchaser desires to continue purchasing Products from Supplier upon expiration of the Initial Term.

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## Q7. Highlight the parts (if any) of this contract related to "Notice Period To Terminate Renewal" that should be reviewed by a lawyer. Details: What is the notice period required to terminate renewal?

## The Initial Term may be renewed for one additional one-year term (the “Renewal Term”) upon: (i) the mutual written agreement of Supplier and Purchaser, or (ii) Supplier’s receipt of written notice from Purchaser not later than three (3) months prior to the expiration of the Initial Term stating that (A) Purchaser has determined in good faith that Purchaser and its Affiliates will be unable to independently manufacture the Products in quantities sufficient to meet all of its requirements for the Products solely for incorporation into DCB Products upon expiration of the Initial Term, and(B) Purchaser desires to continue purchasing Products from Supplier upon expiration of the Initial Term.

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## Q8. Highlight the parts (if any) of this contract related to "Governing Law" that should be reviewed by a lawyer. Details: Which state/country\'s law governs the interpretation of the contract?

## This Agreement, the rights of the Parties and all Proceedings arising in whole or in part under or in connection herewith shall be governed by and construed in accordance with the Laws of the State of Delaware, without regard to any conflicts of law principles of such state that might apply the law of another jurisdiction.(

## Attention: the governing law may not acceptable.

# Part 2. Important clauses for review

## Q9. Highlight the parts (if any) of this contract related to "Termination For Convenience" that should be reviewed by a lawyer. Details: Can a party terminate this\xa0 contract without cause (solely by giving a notice and allowing a waiting\xa0 period to expire)?

## In addition to the termination events set forth in Section 3(b), Purchaser may terminate this Agreement at any time and for any reason by providing Supplier with at least thirty (30) days prior written notice.(d)

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## Q10. Highlight the parts (if any) of this contract related to "Audit Rights" that should be reviewed by a lawyer. Details: Does a party have the right to\xa0 audit the books, records, or physical locations of the counterparty to ensure compliance with the contract?

## Seller shall, upon reasonable prior written notice by Purchaser, provide access to and permit any Notified Body in the European Union or any other regulatory authority (in each case, an “Accredited Auditor”) to review Seller’s quality system and conduct quality systems and compliance audits of Seller’s facilities and operations related to the manufacture of any Products and to verify that the Products are being manufactured and supplied in accordance with any applicable specifications and Laws related to the Products.

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## Q11. Highlight the parts (if any) of this contract related to "Cap On Liability" that should be reviewed by a lawyer. Details: Does the contract include a cap on liability upon the breach of a party’s obligation? This includes time limitation for the counterparty to bring claims or maximum amount for recovery.

## Notwithstanding the foregoing, Supplier’s liability for any failure of a Product to comply with the product warranty set forth in Section 5(a) shall be subject to the limitations set forth in Section 11(b).

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## Q12. Highlight the parts (if any) of this contract related to "Warranty Duration" that should be reviewed by a lawyer. Details: What is the duration of any\xa0 warranty against defects or errors in technology, products, or services\xa0 provided under the contract?

## Supplier warrants to Purchaser that, until the earlier of one year after delivery or the date on which the Product is used by Purchaser, the Products will comply with the applicable specifications of Supplier for the Products in effect as of the date of the relevant PO.

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## Q13. Highlight the parts (if any) of this contract related to "Insurance" that should be reviewed by a lawyer. Details: Is there a requirement for insurance that must be maintained by one party for the benefit of the counterparty?

## Such insurance shall contain a minimum combined single limit of liability for bodily injury and property damage in the amount of not less than $10,000,000 per occurrence and $10,000,000 in the aggregate. Supplier shall provide the certificate of insurance to Purchaser upon request.

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