



STANDARD TERMS AND CONDITIONS

1. GENERAL

All quotations, purchase orders, sales, and other transactions by Feedall, LLC ("Seller") to the customer listed on such quotation, purchase order, or other sales document ("Buyer") are subject to these terms and conditions ("Terms"). In most instances, Seller will issue a quotation in response to Buyer's inquiry ("Quotation") regarding goods sold ("Goods") and services provided ("Services") by Feedall. In most instances, Seller will confirm the order with an order confirmation ("Order Confirmation"). Seller's Quotation (if any), Order Confirmation (if any), and these Terms constitute the entire agreement of the Parties and will hereinafter be referred to as the "Agreement." No modification of this Agreement or waiver of the terms or conditions hereof shall be binding unless approved in writing by an officer of the Seller. This Agreement is governed exclusively by the terms included herein. Seller's willingness to sell the equipment set forth in a Quotation is expressly conditional on the Buyer's assent to this Agreement. Seller expressly objects to, rejects, and excludes any other Buyer terms and conditions, including any different, additional, or contrary terms proposed in Buyer's purchase order or other document, and no such Buyer terms shall apply unless expressly agreed to in writing by Seller. Such additional or different terms shall be deemed a material alteration of these Terms and deemed void and unenforceable.

2. QUOTATIONS AND ORDERS

- a) The Quotation will expire automatically 30 days from the date hereof unless stated otherwise in the Quotation. Seller retains all right, title, and interest, including any copyright or other intellectual property rights to any drawings, illustrations, designs, or other intellectual property provided with a Quotation. Buyer agrees not to disclose or make available the Quotation, and such drawings, illustrations, designs, or other intellectual property to third parties or to use the same for any purpose other than originally intended. On Seller's demand, or should the contemplated transaction fail to be completed, all such material is to be returned to Seller immediately.
- b) All sales of Goods are final and not subject to cancellation. No return of Goods is permitted, except as expressly provided in Section 10 (Returns) below.
- c) In the event of any inconsistency between these Terms and the Quotation or Order Confirmation, the provisions of the Terms shall control with respect to the conflicting provision unless the Quotation or Order Confirmation expressly states that certain Terms will not apply to, or are replaced by different terms in that particular Quotation or Order Confirmation, in which case that Quotation or Order Confirmation will prevail solely with respect to the conflicting terms.
- d) Buyer must ensure the Quotation or Order Confirmation is complete and accurate and contains the exact applicable model, quote number, quantities, options selected, and price and subject matter of the Goods and Services.
- e) Seller's employees, contractors, and agents are not authorized to make any contractually binding representations concerning the Goods or Services. In entering into the Agreement, the Buyer acknowledges that it does not rely on, and waives any claim for breach of, any such representations that have not been confirmed in writing by an Officer of the Seller. However, nothing in these Terms limits Seller's liability for fraudulent misrepresentation.
- f) Buyer may request changes to the Goods or Services only by submitting a written request specifying the proposed modifications ("Change Order Request"). Seller shall have the absolute and sole discretion to accept, reject, or propose modifications to any Change Order Request, and no Change Order Request shall be binding on Seller unless and until it is set forth in a written instrument signed by an authorized representative of the Parties ("Change Order"). Seller's acceptance of a Change Order Request may be conditioned upon an equitable adjustment to price, delivery schedule, and any other affected term, as determined exclusively by Seller. Seller shall have no obligation to commence or continue work on any Change Order Request, nor shall Seller be liable for any delay, cost, or damages arising from Seller's rejection of, or negotiations concerning, a Change Order Request. Absent a duly executed Change Order, the Parties' rights and obligations shall remain governed solely by the original terms of this Agreement. A new purchase order or an amended purchase order will be required for every Change Order.
- g) Any deviations from customer furnished part samples and/or part prints used for quotation purposes may necessitate a change in quoted prices, changes to equipment design, and/or a cancellation by the Seller of this Order. All modifications requested that were not included in the original Quotation will be charged on a time-and-materials basis under a Change Order.
- h) Seller reserves the right (but does not assume the obligation) to make any change in the specification of the Goods or Services that is required to either conform with any applicable legislation or, where the Goods or Services are to be supplied to the Customer's specification, to manufacture the Goods or provide the Services so long as such change does not materially affect the quality or performance of the applicable Goods or Services.

3. PRICES

- a) Seller reserves the right to change prices listed in a Quotation at any time before issuing an Order Confirmation unless an officer of Seller executes a written agreement setting forth a fixed price of specific duration. All prices are quoted F.O.B. Willoughby, OH, net unless otherwise stated in the Quotation or Order Confirmation. The sales price for the applicable Goods and Services is that stated on the Order Confirmation.
- b) The price does not include federal, state, or local taxes imposed on the sale, including, without limitation, sales and use taxes. For international sales, the price does not include any similar taxes or value-added taxes that foreign governments might impose. Further, unless otherwise specified in the Quotation or Order Confirmation, the price does not include any taxes, duties, tariffs, or other charges associated with clearing the Goods for export from any point of shipment, and for importing component parts into the country of distribution and the country of final destination. All taxes, duties, and other charges mentioned in this Paragraph or similar thereto shall be paid by Buyer. Suppose applicable law requires Seller to collect or pay any such taxes, duties, or other charges. In that case, Buyer shall, as may be applicable, pay the amount of such taxes, duties, or other charges to Seller for remittance to the appropriate governmental authorities, or reimburse Seller for the amount of such taxes, duties, or other charges paid by Seller.
- c) Crating or packing material will be charged separately unless explicitly included in the quoted price. All dispatch and transportation costs shall be paid by Buyer unless stated otherwise in the Quotation. If Buyer shall not have furnished shipping instructions to Seller prior to the time Seller shall have completed assembling the goods, Seller may ship in any manner convenient to Seller.
- d) Insurance during transport will be arranged only pursuant to the written direction, and at the cost of the Buyer.

4. PAYMENT TERMS

- a) Unless otherwise agreed in writing, the terms of payment for orders under \$10,000.00 or Standard Flex Feeder Products are net 30 days from the date of shipment for all Feedall Goods. For orders over \$10,000.00, Buyer will be invoiced on the following schedule: 50% down payment upon issuance of the Order Confirmation or the Purchase Order, whichever comes first ("Down Payment"); 40% upon completion of manufacturing prior to shipment; and 10% due net 30 days from date of shipment of Goods to Buyer. Absent the Order Confirmation specifying different payment requirements, payment in full is due upon receipt of the Seller's invoice (e.g., net zero), except for the final 10% payment, which is due thirty (30) days from the date of the Seller's invoice.
- b) For any payment not made when due, Buyer shall pay interest at the rate of 3.0%, or the maximum rate allowed by state law, from the date each such payment is due, together with all costs and actual attorney's fees incurred by Seller in connection with any collection efforts, irrespective of whether litigation is instituted to enforce Buyer's obligation.
- c) In the event of failure to pay any amounts due and such failure continues for ten (10) days following written notice thereof, or in the event of a significant worsening of the Buyer's economic situation in Seller's good faith determination, Seller shall be entitled to take some or all of the following actions in addition to all other remedies available under Agreement or at law: accelerate and demand immediate payment of the entire outstanding amount or any part thereof; require that a bank guarantee be issued; suspend the delivery of any Goods; exercise a general lien on all equipment and other property belonging to the Buyer, exercisable in respect of all sums due from the Buyer to the Seller; and/or terminate the Agreement and retain any sums already collected, without prejudice to Seller's right to claim further damages.
- d) Buyer shall make no deductions from any payment due hereunder, including any offsets for damages allegedly caused by any breach by Seller. Seller shall have no obligation or duty to provide associated Services, carry out repairs, or supply replacement parts if Buyer has failed to make any payment when due.

5. TITLE, SECURITY INTEREST

Title will pass to Buyer upon the latter of delivery of the Goods or payment in full for the Goods. As collateral security for the payment of the price of the Goods, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title, and interest of Buyer in, to, and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. It is agreed that Seller shall retain title to and a security interest in the Goods for unpaid purchase money until Buyer makes payment in full of all sums due under the terms of this Agreement. Buyer agrees to execute and cooperate in the filing of all documents necessary to perfect Seller's lien. Buyer agrees not to take any action that will impair Seller's security interest. It is further agreed that the goods shall remain

personal property, and no matter in what manner such property may become attached to real estate, it shall not become a fixture or part of said real estate. Seller shall have the right, in addition to all other remedies provided by law, to terminate this Agreement or suspend further deliveries thereunder in the event Buyer fails to make any payment when the same becomes due. In all cases where Buyer fails to pay for any one shipment when payment becomes due and posts no further security, Seller shall be entitled to retake possession of the Goods.

6. DELIVERY AND ACCEPTANCE

- a) Seller shall make reasonable faith efforts to meet all delivery dates, including completion of the manufacturing of the Goods as specified in the Order Confirmation. The Seller will provide an anticipated completion date for the manufacturing of the Goods after the Buyer returns a signed general engineering layout drawing ("Proposal Drawing"). Any stated lead-times provided in the Quotation are subject to change and will be confirmed in the Order Confirmation or in a written communication after the Proposal Drawing is signed. Adherence to agreed upon delivery dates is subject to Buyer meeting all obligations under this Agreement including without limitation those concerning payment terms, punctual provision of all documentation to be supplied by the Buyer, punctual supply of test parts, punctual clarification and authorization of plans, and a prompt inspection of the equipment by Buyer at the Seller's location at the completion of the manufacturing of Goods, which inspection shall be completed no later than five (5) business days from the date of manufacturing completion. Any Buyer delays in the aforementioned obligations could result in delivery delays.
- b) Seller shall not be liable for any delay or failure to deliver any or all of the goods in case delay or failure is caused by labor disputes, strikes, war, riots, insurrection, civil commotion, fire, flood, accidental storm, or any act of God, failure of supplies, or other causes beyond Seller's control.
- c) Seller does not guarantee the immediate availability for shipping of Goods. Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped, whether such shipment is in whole or partial fulfillment of Buyer's purchase order.
- d) The Buyer shall be deemed to have accepted the Goods and Services if, within five business days after completion of manufacturing at the Seller's location ("Inspection Period"), the Buyer does not exercise in writing its right of rejection or an extension of the Inspection Period. If the Buyer elects not to inspect the Goods before shipment, then all changes or costs associated with the Goods after receipt are the responsibility of the Buyer. Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any Nonconforming Goods (as defined below) during the Inspection Period and furnishes such written evidence or other documentation as required by Seller. "Nonconforming Goods" means only the following: (a) product is different than identified in the Order Confirmation; or (b) product's label or packaging incorrectly identifies its contents. If Buyer timely notifies Seller of any Nonconforming Goods, Seller shall, in its sole discretion, (i) replace or repair such Nonconforming Goods with conforming Goods, or (ii) credit or refund the price for such Nonconforming Goods. If Seller exercises its option to replace Nonconforming Goods, Seller shall ship the replaced Goods to Buyer at Buyer's expense and risk of loss. Buyer acknowledges and agrees that the remedies set forth in this Section 6 are Buyer's exclusive remedies for Nonconforming Goods. Except as provided under this Section 6 or the Warranty Policy, all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under this Agreement to Seller.

7. SHIPPING TERMS AND TRANSFER OF RISKS

- a) Seller can attempt to provide estimates of shipping costs when possible, but such estimates are not binding on Seller. All shipping, transportation, freight, duty, and related costs shall be borne by Buyer at the actual cost. Whenever possible, Seller will ship using Buyer's selected carrier and Buyer's account with said carrier. Seller tries to confirm accurate estimated delivery times, but all delivery times are estimates and are not binding on Seller. Notwithstanding the foregoing, if Buyer requests that Seller schedule the carrier and arrange shipping, a 15% service charge will be added to the actual costs.
- b) The risk of loss or damage shall be on the Buyer after the Seller tenders delivery of the Goods to a carrier, irrespective of whether the Seller or the Buyer has agreed to pay shipping or transportation costs.
- c) If delivery is delayed due to conditions affecting the Buyer, the risk of loss or damage shall be transferred to the Buyer on the date the Goods are ready to be shipped. In such a case, Seller will notify Buyer that the Goods are ready to be shipped, and Seller may, at its option, elect to insure the Goods. In such a case, Buyer shall pay for the cost of such insurance.
- d) Breach of the contract by either party shall have no effect on the provisions of the contract allocating risk of loss or damage to the goods.

8. SOFTWARE LICENSE

- a) If applicable, System operation Control Programs ("Software") supplied with Seller's products, whether provided in transportable media or embedded within the Goods, are copyrighted property. Buyer is granted a non-exclusive, limited, revocable license to use the Software only in the specific Goods as designated by Seller. Unless otherwise agreed to in writing, Software associated with a Product is licensed and not sold to Buyer. Buyer shall (i) comply with any applicable laws, regulations, industry standards, and third-party rights in connection with its access to and use of the Software; (ii) accept any license agreement associated with the Software, if any.
- b) Buyer shall not: (i) transfer, assign or sublicense the Software or its license rights thereto to any other person, organization or entity, including through rental, timesharing, subscription, hosting, or outsourcing the Software, except as set forth herein; (ii) use the Software for any unauthorized purpose; (iii) attempt to create any derivative version thereof; (iv) remove or modify any marking or notice on or displayed through the Software or documentation; or (v) de-compile, decrypt, reverse engineer, disassemble or otherwise reduce same to human-readable form.
- c) In the event Software is provided and/or accessed by Buyer through the internet at a website provided by Seller, Buyer acknowledges and agrees that Seller shall not be responsible for (i) Buyer's access to the internet, (ii) any breaches of security, interruptions and/or interceptions of information or communication through the internet, and (iii) changes or losses of data through the internet. Further, Buyer acknowledges that the security of internet transmissions cannot be guaranteed.
- d) The ownership of the Software shall at all times remain with Seller. In the event the Buyer violates any provisions of this Section 9, Seller may immediately terminate the right granted and Buyer shall, upon and in accordance with Seller's request, return or destroy all copies of Software then in its possession. Seller's right to terminate the right granted herein shall be in addition to all other rights and remedies for a breach of this Section 9, including Seller's right to seek damages for the same.

9. RETURNS

Returns are permitted only in the event of a covered warranty claim or in the event that the Goods do not conform to the description on Seller's Order Confirmation (in each case, a "Permitted Return"). In the event of a Permitted Return, Buyer must first contact Seller and obtain a Return Goods Authorization document ("RGA"), which must be included with the Permitted Return. The RGA is valid for sixty (60) days from the date of issuance, and failure to return the Goods within said sixty (60) day period will render any warranty rights or right to return void. The Permitted Return must be returned to Seller's location at 38379 Pelton Rd, Willoughby, Ohio 44094, or to such other location as Seller may specify in providing Buyer with an RGA. Buyer shall properly pack any Goods submitted as a Permitted Return using the original package and packing materials, if available, or equivalent. Buyer shall bear all costs of return shipping and insurance, and shall be responsible for any damage to the Goods during return shipping. All returns are subject to verification by Seller for conformity with this Agreement prior to Seller providing a replacement Goods (for covered warranty claims) or issuing a credit (for Goods that do not conform to the description in Seller's Order Confirmation). In the event that Goods returned for warranty claims are found not subject to warranty, or if the damage or defect was due to a cause not subject to the warranty, Buyer shall pay for any replacement Goods at its then-current price, plus shipping and any other charges that are Buyer's responsibility hereunder.

11. WARRANTIES

- a) **Mutual Warranties.** Each party represents and warrants to the other that: (i) it is duly organized, validly existing, and in good standing under the laws of its jurisdiction of incorporation or formation; (ii) it has full power and authority to enter into and perform its obligations under this Agreement; (iii) the execution, delivery, and performance of this Agreement have been duly authorized by all necessary corporate or organizational action; (iv) this Agreement constitutes a legal, valid, and binding obligation of such party, enforceable against it in accordance with its terms; and (v) its performance of this Agreement does not and will not violate any applicable law, regulation, or order, or any agreement to which it is a party or by which it is bound.
- b) **By Seller.** Except as otherwise provided in the Feedall LLC Warranty Policy ("Warranty Policy"), all Products are provided to Buyer on an "AS IS" basis without warranty of any kind. The Warranty Policy is published at www.Feedall.com, and may be modified by Seller from time to time by publishing an updated Warranty Policy to such site. Any such updated Warranty Policy shall be effective as of the date set forth in the updated Warranty Policy (or upon the posting thereof if no effective date is set forth therein). THE WARRANTIES OUTLINED IN THE WARRANTY POLICY ARE THE SOLE AND EXCLUSIVE WARRANTIES MADE BY SELLER TO BUYER, ITS CUSTOMERS, AND ASSIGNS IN CONNECTION WITH THE PRODUCTS. ALL

STANDARD TERMS AND CONDITIONS

OTHER WARRANTIES ARE DISCLAIMED, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THOSE ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, OR TRADE. Except as provided under this Section 11 or Section 10, all sales of equipment to Buyer are made on a one-way basis, and Buyer has no right to return equipment purchased under this Agreement to Seller.

c) **By Buyer.** Buyer represents and warrants that:

- i. It will comply with all applicable laws, regulations, and ordinances in connection with its performance under this Agreement, including those relating to the purchase, use, handling, storage, transportation, and disposal of the Products.
- ii. Its execution, delivery, and performance of this Agreement do not and will not conflict with, violate, or result in a breach of any other agreement, instrument, or obligation to which Buyer is a party or by which it is bound.
- iii. It is solvent and not subject to any bankruptcy or insolvency proceedings.
- iv. It has not relied on any representations or warranties other than those expressly set forth in this Agreement or the Warranty Policy.
- v. It will use the Products only for lawful purposes and in accordance with all applicable export and import laws and regulations.
- vi. All information provided to Seller in connection with this Agreement is true, accurate, and complete in all material respects.
- vii. If any specifications are provided to Seller, Buyer owns or otherwise has sufficient rights in all intellectual property it provides or uses in connection with this Agreement, and that such intellectual property does not infringe upon or misappropriate any third party's intellectual property rights.

12. **LIMITATION OF DAMAGES**

IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, ENHANCED, OR EXEMPLARY DAMAGES OF ANY TYPE, SUCH AS, WITHOUT LIMITATION, LOST PROFITS, LOST OR DIMINISHED PRODUCTION, CLAIMS OF CUSTOMERS, COSTS OF EXCESS POWER OR COSTS OF EXCESS LABOR, DUE TO ANY CLAIM OR DEMAND BASED ON ANY LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, FRAUD IN THE INDUCEMENT, NEGLIGENCE, STRICT LIABILITY, INTENTIONAL TORT, OR BREACH OF ANY STATUTORY DUTY OR CONDITION) ARISING OUT OF OR RELATING TO THE SALE OF GOODS OR SERVICES BY SELLER TO BUYER HEREUNDER, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SELLER'S TOTAL AGGREGATE LIABILITY TO BUYER OR ANY OTHER THIRD PARTY SHALL UNDER NO CIRCUMSTANCES EXCEED THE AMOUNTS PAID BY BUYER UNDER THE APPLICABLE ORDER CONFIRMATION FOR THE GOOD(S) AND SERVICES GIVING RISE TO THE CLAIM.

13. **INSTALLATION**

- a) Seller may provide installation and start-up services if such services are specifically included in the Quotation or Order Confirmation. The Buyer shall bear any assembly, installation, and start-up costs unless otherwise specified in the Quotation or Order Confirmation. If necessary, Seller's technical service personnel or Buyer's personnel acting under the direction of Seller's supervisors may carry out this work.
- b) Buyer shall be responsible for taking all measures necessary to assure that assembly, installation, and start-up are trouble-free, including, but not limited to, providing adequate access and assistance. The activities of Seller's technical service personnel and supervisors shall be restricted to the installation, start-up, and training on Seller's equipment. Absent Seller's express written permission, Seller's technical service personnel and supervisors are neither obligated nor entitled to carry out work not directly involving equipment supplied by Seller, including but not limited to modification of the Buyer's machines to enable them to be connected to Seller's equipment. For all work carried out by Seller's technical service personnel and supervisors, the usual erection costs (working hours, overtime, Sunday and holiday hours, daily allowance, travel, and accommodations) will be charged. Travel time and waiting periods shall be regarded as working hours.
- c) Buyer agrees to indemnify and hold Seller harmless for all claims by or damages to Buyer's employees which may arise out of the assembly, installation, or erection of the equipment, whether founded in tort, contract, or otherwise, and whether based upon Seller's negligence or otherwise.

14. **RESERVATION OF RIGHTS IN RESPECT TO SELLER'S OTHER PRODUCTS**

Seller reserves the right to make improvements and changes in design upon its products at its discretion, without any obligation whatsoever to make such changes or improvements upon the equipment that is the subject of the Quotation or on Goods previously manufactured and sold by it. Seller shall not be required to retrofit, update, or otherwise modify any previously sold equipment.

15. **CANCELLATION**

- a) In the event Buyer requests Seller to stop work or cancel the order or any part thereof, cancellation charges shall be paid to Seller as follows: Any work that is complete or scheduled for completion within thirty (30) days of the date of notification in writing to stop work or to cancel, shall be invoiced and paid in full.
- b) For work in process, other than covered by subparagraph a, and any materials and supplies procured, or for which definite commitments have been made by Seller in connection with Buyer's order, the Buyer shall pay the actual costs and overhead expenses determined in accordance with good accounting practices, plus 25%.
- c) For a Buyer request received before the Seller has begun engineering of the Goods, a charge of 10% of the order price will apply;.
- d) Buyer shall promptly instruct Seller as to the disposition of the product, and the latter shall, if requested, hold the product for Buyer's account. All costs of storage, insurance, handling, boxing, or other costs in connection therewith shall be borne by the Buyer.

16. **INDEMNIFICATION BY BUYER**

Buyer shall indemnify, defend, save and hold Seller, including its directors, officers, employees, agents and anyone else acting for or on its behalf, absolutely harmless from and against any and all liability, damage, loss, claims, demands, judgments and actions of any nature whatsoever which are claimed to arise out of, result from or connected with (1) engineering specifications, data or criteria furnished by Buyer to Seller (provided Seller manufactures the equipment in accordance with such specifications, data or criteria), (2) changes in criteria made by Buyers, (3) Buyer's negligence or willful misconduct in the performance or non-performance of its obligations under this Agreement, (4) the failure by Buyer, its officers, directors, agents, employees or anyone acting through or on its behalf, to properly operate the equipment in accordance with manuals, directions or other operating specifications furnished by Seller to Buyer, or (5) any breach of Buyer's warranties.

17. **GOVERNING LAW; ARBITRATION; VENUE**

- a) This Agreement shall take effect and shall be construed in accordance with the laws of the State of Ohio. The Parties agree that the state and federal courts located in Cuyahoga County, Ohio, shall have exclusive jurisdiction of any action arising out of this Agreement or any breach thereof.
- b) In the event of any dispute between the Parties, one Party shall notify the other Party of the existence and circumstances of the dispute, and each Party shall nominate one senior officer as its representative. These representatives shall meet to attempt to resolve such a dispute. If the Parties' senior officers are unable to resolve the dispute within thirty (30) days, then either Party may elect to submit the dispute to mediation for resolution. The mediation shall be conducted in English in the city of Cleveland, Ohio, by a single mediator reasonably acceptable to both Parties. If the Parties are unable to resolve the dispute through mediation, either Party may submit the dispute to binding arbitration on a single plaintiff basis in accordance with the Commercial Rules of Arbitration of the American Arbitration Association ("AAA"), administered by the AAA. A list of arbitrators shall be presented to the Parties, and a single arbitrator shall be selected who is an attorney licensed to practice law in the United States and has a minimum of fifteen years of legal practice experience, or five years of service as a judge. The decision of the arbitrator shall be final and binding upon the Parties. Each Party shall bear its own costs in participating in the arbitration, but the prevailing Party shall be awarded its costs in connection with the arbitration, including its portion of the filing fees, related administrative costs, reasonable attorney's fees, and similar costs related to collecting an arbitrator's award. The arbitrator's decision may be entered in any court of competent jurisdiction.
- c) Notwithstanding the foregoing, the following types of claims will not be subject to arbitration and the Parties agree to exclusive jurisdiction in accordance with Section 16(a): (i) any claims alleging infringement or misappropriation of a Party's intellectual property rights; or (ii) any action to enforce the payment provisions set forth herein. Each Party hereby submits to the exclusive jurisdiction and venue of said courts and each Party waives, to the maximum extent allowed by law, any defenses based on improper jurisdiction, venue, or inconvenience of the forum.
- d) The United Nations Convention on Contracts for the International Sale of Goods is excluded from and shall not apply to this Agreement.

STANDARD TERMS AND CONDITIONS

18. COMPLIANCE WITH LAW

- a) Buyer shall at all times comply with all laws applicable to this Agreement, Buyer's performance of its obligations hereunder, and Buyer's use of the Goods. Without limiting the generality of the foregoing, Buyer shall (i) at its own expense, maintain all certifications, credentials, licenses, and permits necessary to conduct its business relating to the purchase or use of the Goods and (ii) not engage in any activity or transaction involving the Goods, by way of shipment, use, or otherwise, that violates any law.
- b) Buyer is responsible for compliance with all laws and regulations applicable in the country of destination regarding import, delivery, storage, and use of the goods delivered by Seller.

19. FORCE MAJEURE

Any incident or circumstance beyond the Seller's control, such as natural occurrences, strikes, lock-outs, shortages of raw materials and energy, obstruction of transportation, breakdown of manufacturing equipment, fire, explosion, or acts of government, shall relieve the Seller from his obligations under this Agreement to the extent the Seller is prevented from performing thereby. The same applies to the extent that such an incident or circumstance renders contractual performance within a reasonable time commercially impractical, or occurs with a supplier of the Seller. If the aforementioned occurrences last for a period of more than 3 months, Seller is entitled to withdraw from the Agreement without the Buyer having any right to compensation.

20. TERMINATION

In addition to any remedies that may be provided under this Agreement, Seller may terminate this Agreement with immediate effect upon written notice to Buyer and without anything being due by Seller if Buyer: (i) fails to pay any amount when due under this Agreement; (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors. Additionally, Seller may terminate any Order Confirmation in whole or in part in the event Seller is unable to provide the Good(s) under such Order Confirmation, and in the event of such termination, Seller will refund any payments received for the portion of the Order Confirmation that Seller so terminates.

21. PROPRIETARY INFORMATION

Seller, and, as applicable, its parent and affiliated entities, transfer no rights and grant no license of any patent, trademark, service mark, copyright, industrial design, or other intellectual property or industrial property right pertaining to any part sold hereunder. Buyer shall not, without Seller's prior written consent, copy, duplicate, reverse engineer, or make photographs, drawings, or renderings of all or any part sold hereunder, nor shall Buyer permit any third party to do any of the foregoing.

22. CONFIDENTIALITY

From time to time during the term of this Agreement, either Party (as the "Discloser") may disclose or make available to the other Party (as the "Recipient") information about its business affairs, Goods, Services, confidential intellectual property, trade secrets, third-party confidential information and other sensitive or proprietary information, whether orally or in visual, written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" (collectively, "Confidential Information") including information that reasonably should be construed as confidential under the circumstances. Confidential Information shall not include information that, at the time of disclosure: (i) is or becomes generally available to the public other than as a result of any breach of this Section 22 by the Recipient or any of its Representatives; (ii) is obtained by the Recipient or its Representatives on a non-confidential basis from a third-party that was not legally or contractually restricted from disclosing such information; (iii) the Recipient establishes by documentary evidence, was in the Recipient's or its Representatives' possession prior to disclosure by the Discloser hereunder; (iv) the Recipient establishes by documentary evidence, was or is independently developed by the Recipient or its Representatives without using of any of the Discloser's Confidential Information; or (v) is required to be disclosed under applicable federal, state,

or local law, regulation, or a valid order issued by a court or governmental agency of competent jurisdiction. Each party agrees to maintain the confidentiality of all Confidential Information disclosed by the other party, not to disclose such Confidential Information to any third party without prior written consent, and to use commercially reasonable security measures to protect such Confidential Information. Such Confidential Information shall be used only for the purposes of performing obligations under this Agreement. This obligation shall survive the termination or expiration of this Agreement.

23. SEVERABILITY

If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court or competent authority, such provision shall be deemed severed from the Agreement, and the remaining provisions shall continue in full force and effect. The parties shall negotiate in good faith to replace any invalid, illegal, or unenforceable provision with a valid provision that most closely reflects the original intent and economic effect of the severed provision.

24. NOTICES

All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement must be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (with written confirmation of receipt); or (c) on the date sent by email, provided that a copy is also sent by certified mail, return receipt requested. Notices must be sent to the addresses set forth in the Quotation/Order Confirmation or to such other address as either party may designate in writing.

25. ASSIGNMENT

Neither party may assign or transfer any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party, except that either party may assign this Agreement in connection with a merger, consolidation, or sale of substantially all of its assets. Any attempted assignment in violation of this section shall be null and void. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever.

26. MISCELLANEOUS

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, of the parties. No other representations, warranties, or agreements shall be binding unless in writing and signed by both parties. No amendment, modification, or supplement to this Agreement shall be valid or binding unless made in writing and signed by authorized representatives of both parties. No waiver by either party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the waiving party. The failure of either party to enforce any right or provision of this Agreement shall not be deemed a waiver of such right or provision. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement. The relationship of the parties is that of independent contractors. Nothing in this Agreement shall be construed to create any partnership, joint venture, employer-employee, or agency relationship between the parties. Any provisions of this Agreement that by their nature should survive termination or expiration of this Agreement, including but not limited to confidentiality, indemnification, and limitation of liability, shall so survive. These Terms and any Quotation or Order Confirmation incorporating these Terms by reference may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures delivered by electronic means shall be deemed effective for all purposes.