

**GENERAL TERMS AND CONDITIONS OF SALE****(GOODS AND SERVICES)**

1. **APPLICATION.** These General Terms and Conditions of Sale (“Terms and Conditions”) will apply to all quotations and sales for goods, material, equipment and services by Knight Material Technologies, LLC, or its affiliates or subsidiaries (“Seller”) and are hereby incorporated by reference into the quotation, invoice or other document to which they are attached (“Order” and, together with the Terms and Conditions, the “Contract”). All purchases by customer, owner or its agent (“Buyer”) are expressly limited and conditioned upon acceptance of the Terms and Conditions. Seller objects to and rejects any provision additional to or different from the Terms and Conditions that may appear in Buyer’s purchase order, acknowledgement, confirmation, writing, or in any other prior or later communication from Buyer to Seller, unless such provision is expressly agreed to by Seller in a writing signed by Seller. In the event of any inconsistency between these Terms and Conditions and any Order, the terms and conditions of these Terms and Conditions shall prevail and control but all other interpretations or proposed terms and conditions shall be considered null and void. For the purposes of these Terms and Conditions, the term “Goods” shall refer to the goods, material and equipment listed on the Order as well as all equipment or other materials provided in connection with any Services, and the term “Services” shall refer to the services listed on the Order as well as all ancillary services provided with any Goods. Terms not defined herein shall have the meanings set forth in the Order. Any conduct by Buyer which recognizes the existence of a contract pertaining to the subject matter hereof, including, but not limited to, Buyer’s acceptance of delivery of the Goods or Services shall constitute Buyer’s acceptance to all of these Terms and Conditions.
2. **QUOTATIONS.** Unless otherwise stated in the Order, any quotation from Seller is valid for 30 days from the date of the quotation. The quotation supersedes all previous quotations or correspondence concerning the same transaction or inquiry. Quotations contain proprietary information of Seller and are provided to Buyer solely for Buyer’s internal purposes. Quotations may not be disclosed to any third party or used in preparation of any request for quotation for goods similar to, or as a substitution for, Goods quoted by Seller.
3. **PRICE MODIFICATION AND OTHER CHARGES.** Prices shall be as set forth on an Order. Prices are based upon Seller’s understanding of Buyer’s requirements and specifications. Prices, and other terms of sale and payment, are subject to change without notice. Unless a contrary provision appears in the price schedule, quotation or Order, prices may be withdrawn by Seller without notice at any time. Stenographic or clerical errors are subject to correction. Seller shall be entitled to increase prices caused by taxes, excises, duties or levies, or when the order involved covers a special item of manufacture and the Buyer has been notified of a price increase prior to the date that Seller starts production of such item. Unless otherwise stated in the Order, Seller’s price does not include: (a) transportation, handling, crating or packaging charges, or (b) sales, harmonized sales, goods and services, use or value-added tax or any other tax, excises, duties, tariffs, fees or other governmental charges that Seller may be required to pay or collect under any existing or future law, with respect to the import/export, sale, transportation, delivery or storage of any Goods or the provision of any Services sold by Seller. Pending the material form of the Goods orders, the quantity of Goods ordered hereunder may deviate +/- ten percent (10%) from the amount specified on the Order. Buyer’s payment for such product shall be based on the actual quantity of product delivered. Any further deviations beyond the +/- ten percent (10%) must be approved in advance by Buyer in writing.
4. **PAYMENT TERMS.** (a) Unless otherwise specified in the Order, payment must be received by Seller net 30 days from invoice date. (b) All payments shall be made in the currency listed in the Order, or, if not so listed, then in U.S. dollars, free of setoff, exchange, collection, or any other charges. Stenographic or clerical errors are subject to correction. (c) If the payment due date is not a business day, Seller must receive such payment on the next business day after such due date. (d) Each shipment of Goods and each provision of Services is a separate transaction and payment shall be made accordingly. (e) Interest may be charged on all past due amounts owed by Buyer hereunder at an interest rate equal to the prevailing EURIBOR rate of interest, expressed as an annual percent, plus 3% from the payment due date until paid in full, or the highest interest rate allowed by applicable law, whichever is less. In addition, all collection charges including reasonable attorneys’ fees incurred to collect said payment shall be payable by Buyer.
5. **CREDIT TERMS.** If, in Seller’s sole discretion, the creditworthiness or future performance of Buyer is impaired or unsatisfactory, for reasons including, but not limited to, non-payment or default of the Contract, Seller may suspend performance hereunder. Buyer will be responsible for any costs associated with such suspension (including charges for reactivation), including any incurred by Seller, which shall be invoiced to Buyer and made payable within thirty (30) days of the date of the invoice. In addition, Seller may, for any reason, (a) require prepayment by wire transfer at least two business days prior to a scheduled shipment of Goods or provision of Services, and/or (b) require Performance Assurance at least three business days prior to a scheduled shipment of Goods or provision of Services. “Performance Assurance” means collateral in the form of either cash or letter(s) of credit in a form, and from an issuing bank, acceptable to Seller.
6. **DELIVERY; ACCESS.** (a) Unless Seller agrees otherwise all shipments shall be either FCA (Free Carrier) East Canton or FOB (Free On Board) East Canton (per INCOTERMS 2020). Seller is entitled to invoice at the time of shipment, at which time title for the Goods shall transfer from Seller to the Customer. (b) If Buyer has not issued inspection and shipping instructions by the time the Goods are available to Buyer, Seller may either, at its sole discretion, (i) store the Goods at Buyer’s risk and cost, or (ii) select any reasonable method of shipment, without liability by reason of its selection, costs and risk of shipment to be paid for by Buyer. (c) Shipments or Goods in storage may be insured at Buyer’s expense, and Seller will not place a valuation upon shipments or Goods stored unless specifically requested in writing by Buyer or required for export purposes. (d) Unless otherwise stated in the Order, the provisions of the most current version of INCOTERMS, International Chamber of Commerce Publication, are incorporated herein by reference. All promises of shipment are estimated as closely as possible, and Seller shall use commercially reasonable efforts to ship within the time promised, but does not guarantee to do so, and assumes no liability for not doing so. Materials stated to be in stock are subject to prior sale, as is shop space. Seller reserves the right to make partial shipments from time to time, and to render invoices therefore which shall be due and payable as provided in said invoices. Buyer shall permit Seller, and its subcontractors, employees, and agents, entrance and access to Buyer’s offices, warehouses, buildings, lavatories, storage facilities, water and power sources, and any other places required (collectively, “Buyer’s Site”), as deemed necessary by Seller, in Seller’s sole discretion to perform any Services or install, repair, maintain, or take any other action as determined necessary with respect to any Goods. Buyer hereby assumes the entire responsibility and liability for all injuries, claims, damages, or losses whatsoever resulting from Seller, and its subcontractors, employees, and agents, resulting from such entrance and access to Buyer’s Site. Buyer shall take the necessary precautions to decrease the probability of accident and to avoid delay in completion of Seller’s obligations required hereunder, and shall comply with all federal, state, and local laws and regulations with regard to the safe performance. Notwithstanding anything to the contrary herein, if after the Goods have been shipped to Buyer by Seller, its arrival at port of destination is delayed or prevented because, without the fault of Seller: (a) the vessel is delayed in arriving, berthing or unloading, or unloads at a different port; or (b) the Goods have been transhipped, then, in any such event: (i) Seller shall not be liable therefore; (ii) the time for delivery to Buyer shall be extended until the Goods are unloaded; and (iii) the port of destination within the terms on the order acceptance or confirmation shall be deemed to be the place at which the Goods are unloaded by the vessel if at a different port than scheduled. Seller shall advise Buyer of any such delay or deviation within a reasonable time after Seller is notified thereof and Seller shall cooperate with Buyer, at Buyer’s expense, to ship the Goods to the point of destination requested by Buyer.
7. **TITLE/RISK OF LOSS.** Title and risk of loss to the Goods shall pass to Buyer upon shipment. From time to time, upon notice to the Buyer that the Goods are available for delivery, the agreed delivery date of the Purchase Order (“Original Delivery”) may be reasonably extended under a bill and hold arrangement as

more fully set forth below. For each such Order, Buyer agrees that: (A) Buyer has made a fixed commitment to purchase the Goods, (B) risk of loss for such Goods passes to Buyer upon placement into storage, (C) such Goods shall be on a bill and hold basis for legitimate business purposes, (D) the Buyer shall identify a fixed and certain delivery date for the Goods, (E) Buyer will be immediately invoiced as set forth herein, (F) Buyer shall pay such invoice in accordance with the payment terms set forth in this Agreement, and (G) such Goods held over 30 days beyond the date of Original Delivery will be assessed a storage fee of up to 1.5% of the total Order price per month and which shall begin on day 31 of storage. Seller hereby agrees that such Goods will not be used, transferred, or conveyed for alternate purposes of any kind. Buyer assumes all risks and liability for results arising out of Buyer's unloading, discharge, storage, handling and use of the products, or arising out of Purchaser's compliance or non-compliance with federal, state, municipal or local laws and regulations with reference thereto.

8. **INSPECTION/REJECTION OF GOODS.** All Goods shall be received subject to Buyer's reasonable inspection and rejection. Subject to the warranty terms described herein, if Buyer finds any of the Goods not to comply with any of the specifications contained in the Contract as supported by documentary evidence, Buyer, may, at its sole election, reject that portion of the Goods that fail to comply. Rejected Goods will be held at Seller's risk for a reasonable time, to be returned or disposed of by Buyer at Seller's written instruction and at Seller's sole cost and expense. A failure by Buyer to reject the Goods in writing within 30 days after receipt shall constitute an unqualified acceptance of such Goods by Buyer and a waiver by Buyer of all claims with respect thereto.
9. **WARRANTY.** (a) Seller warrants that (i) the Goods shall be new and good quality and shall conform to the specifications specifically set forth in the Order and title to the Goods shall be free from any security interest, lien or encumbrance upon Seller's receipt of full payment for the Goods, and (ii) Seller shall perform the Services in a workmanlike manner in accordance with the specifications specifically set forth in the Order. Before using Seller's Goods, Buyer warrants that it will make its own independent determination that: (i) the Goods are suitable for the intended use; and (ii) it can use the Goods safely and legally. (b) The foregoing warranties will last for the following period (the "Warranty Period"): eighteen (18) months after the date that the Goods are available for shipment or one year after first start-up as documented by Buyer and provided to Seller, whichever occurs first. Should Buyer fail to provide documentary evidence of first start-up that occurred after the date that the Goods were available for shipment, the Warranty Period will be deemed to have begun on the date that the Goods were available for shipment. If during the Warranty Period any Goods or Services prove upon examination by Seller not to meet the warranties set forth above, Seller will repair the Goods or supply identical or substantially similar replacement Goods EX Works the Facility, at Seller's sole discretion, or re-perform the Services (as applicable). Any replacement Goods or re-performed Services will be warranted for the unexpired portion of the Warranty Period applicable to the particular Goods or Services. (c) Seller will not be responsible for transportation costs or for the costs of removal, installation, re-installation or making of access of any Goods or items, where such transportation, removal, installation, re-installation or making of access is required to repair or replace any defective Goods or to re-perform Services. Furthermore, Seller will not be responsible for and assumes no liability for materials or workmanship, labor costs or other related expenses for any work performed by third parties in the repair or replacement of defective Goods or the re-performance of Services. (d) This warranty will be voided if (i) the Goods or the subject of the Services have not been stored, installed, maintained or operated in accordance with accepted industrial practice or any specific instructions provided by Seller; (ii) the Goods or the subject of the Services have been subjected to any accident, misapplication, environmental contaminant, corrosion, damage, debris, improper passivation, abuse or misuse; (iii) Buyer has modified the Goods or the subject of the Services without Seller's prior written consent; (iv) Buyer has used or repaired the Goods or the subject of the Services after discovery of the defect without Seller's prior written consent; (v) Buyer refuses to permit Seller to examine the Goods or the subject of the Services and operating data to determine the nature of the defect claimed; or (vi) Buyer fails to meet its obligations. (e) Goods not manufactured by Seller are subject only to warranties of Seller's vendors and Seller hereby assigns to Buyer all rights in such vendor's warranties, however, Seller shall furnish to Buyer reasonable assistance in enforcing such rights. (f) Inexpensive items requiring repair or replacement and routine maintenance-related or consumable items shall be outside the scope of these limited warranties. (g) All claims under these Terms and Conditions must be made by registered or certified mail to Seller, and must state, with particularity, the defect or damage complained of which constitutes a breach of warranty. In the event that a timely and bona fide claim is made, as determined by Seller, in Seller's sole discretion, Seller's sole responsibility shall be to replace the defective Good or re-perform the defective Services. ALL WARRANTIES OR REPRESENTATIONS NOT SPECIFICALLY INCLUDED IN THE TERMS AND CONDITIONS, INCLUDING THOSE WITH RESPECT TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE WHETHER EXPRESSED, IMPLIED, STATUTORY OR ARISING FROM A COURSE OF DEALING, INFRINGEMENT, USAGE OF THE TRADE OR OTHERWISE WITH RESPECT TO ANY GOODS OR SERVICES, ARE EXPRESSLY EXCLUDED. NO EXPRESS OR IMPLIED WARRANTY IS GIVEN AS TO THE CAPACITY, EFFICIENCY OR PERFORMANCE OF ANY GOODS, EXCEPT AS MAY BE PROVIDED IN A SEPARATE WRITTEN AGREEMENT SIGNED BY SELLER. (h) BUYER'S REMEDIES ARE SPECIFICALLY AND SOLELY LIMITED TO THE REPAIR OR REPLACEMENT OF THE GOODS OR THE RE-PERFORMANCE OF THE SERVICES, AS APPLICABLE, DURING THE WARRANTY PERIOD, AND ARE EXCLUSIVE OF ALL OTHER REMEDIES. SHOULD THESE REMEDIES BE FOUND INADEQUATE OR TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE FOR ANY REASON WHATSOEVER, BUYER AGREES THAT RETURN OF THE AMOUNT PAID BY BUYER TO SELLER UNDER THE CONTRACT SHALL PREVENT THE REMEDIES FROM FAILING OF THEIR ESSENTIAL PURPOSE AND SHALL BE CONSIDERED BY BUYER AS A FAIR AND ADEQUATE REMEDY. NO EMPLOYEE, AGENT, OR REPRESENTATIVE OF SELLER HAS AUTHORITY TO MAKE ANY WARRANTY, REPRESENTATION, OR PROMISE OTHER THAN THE EXPRESS WARRANTIES STATED HEREIN.
10. **OBLIGATION OF BUYER; INDEMNIFICATION OF SELLER.** Buyer is solely responsible for identifying and defining all processes and mechanical considerations and site requirements, which may affect the performance, reliability or operation of the Goods. Seller's quotation and any sale is based upon the covenant by Buyer that all information and data provided to Seller by or for Buyer is current, complete, accurate and does not contain information which is misleading. Buyer shall defend, indemnify, and hold harmless Seller and its affiliates, directors, officers, agents, servants, employees, successors and assigns against, and hold them harmless from and against any on behalf of or reimburse any and all claims, demands, actions, causes of action, suits, obligations, liabilities, losses, damages, deficiencies, expenses, judgments, settlements, and compromises, including, without limitation: (a) costs associated with a recall of any product into which Seller's Goods are incorporated; (b) Buyer's failure to specify to Seller any requirements that are required to be passed through to Seller pertaining to a product into which Seller's Goods are incorporated; (c) for any third-party claim of infringement resulting from Buyer's direct or indirect modification of the Goods as they are incorporated into Buyer's products; and (d) for bodily injury, death, property damage, or economic loss, as well as any and all costs and expenses, including interest, penalties, reasonable attorneys' fees, court costs, amounts paid in investigation, defense or settlement, resulting from or arising out of acts or omissions of Buyer relating to Buyer's use, operation, ownership, or condition of any of the Goods purchased by Buyer or breach or non-performance of Buyer's obligations under these Terms and Conditions.
11. **LIMITATION OF LIABILITY.** (a) THE LIABILITY OF SELLER AND ITS AFFILIATES IS LIMITED TO THE PRICE ALLOCABLE TO THE GOODS OR SERVICES DETERMINED DEFECTIVE, AND IN NO EVENT WILL THE CUMULATIVE LIABILITY OF SELLER AND ITS AFFILIATES BE IN EXCESS OF THE TOTAL PAYMENTS RECEIVED FROM BUYER UNDER THE CONTRACT, WHETHER ARISING UNDER WARRANTY/GUARANTEE, CONTRACT, NEGLIGENCE, STRICT LIABILITY, INDEMNIFICATION, DEFENSE OR ANY OTHER CAUSE OR COMBINATION OF CAUSES WHATSOEVER. ALL INSURANCE, BOND AND BANK GUARANTEE OR LETTER OF CREDIT PROCEEDS WHICH MAY BE PAID TO BUYER BY THE INSURERS, SURETIES OR BANKS OF SELLER OR ITS AFFILIATES WILL BE CREDITED AGAINST THE LIMITATION STATED ABOVE AND REDUCE THE AMOUNT OF THE CUMULATIVE LIABILITY OF SELLER AND ITS AFFILIATES. (b) NEITHER PARTY WILL BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, DATA, REVENUES OR OTHER ECONOMIC LOSSES, WHETHER ARISING UNDER WARRANTY/GUARANTEE, CONTRACT, NEGLIGENCE (INCLUDING NEGLIGENT MISREPRESENTATION), STRICT LIABILITY, INDEMNIFICATION, OR ANY OTHER CAUSE OR COMBINATION OF CAUSES, INCLUDING ANY THEORIES OF CONCURRENT LIABILITY ARISING FROM A DUTY OF CARE BY OPERATION OF LAW OR

OTHERWISE. (c) THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FUNDAMENTAL BREACH OR FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. BUYER'S REMEDIES ARE LIMITED TO THOSE REMEDIES STATED HEREIN AND THESE REMEDIES SHALL NOT FAIL THEIR ESSENTIAL PURPOSE BECAUSE BUYER IS LIMITED TO THE EXCLUSIVE REMEDIES AS STATED HEREIN. THIS SECTION 11 SHALL APPLY TO ANY ADDITIONAL PURCHASES OF EQUIPMENT (INCLUDING SPARE PARTS AND AFTER MARKET PARTS) BY BUYER FROM SELLER AFTER THE DATE OF THE ORDER.

12. **DEFAULT; TERMINATION.** Upon the occurrence of any of the following events: (a) Seller, or any affiliate of Seller, shall not have received a payment due from Buyer, or any affiliate of Buyer, hereunder by the date such payment is due under the Contract, and such failure shall remain uncured for a period of three business days after Buyer's receipt of written notice from Seller of such non-payment; (b) the failure of Buyer or Seller to perform any other obligation in the Contract (excluding Section 5, CREDIT TERMS, which is subject to (d) below) and such failure is not excused or cured within 30 days after written notice thereof; (c) the occurrence of a Bankruptcy Event; or (d) the failure of Buyer to timely provide prepayment or Performance Assurance as set forth in Section 5, CREDIT TERMS, then the non-defaulting party, in its sole discretion and without prior notice (other than as provided above) to the defaulting party, may do any one or more of the following: (x) suspend performance under the Contract; or (y) terminate the Contract, whereby any and all obligations of the defaulting party, including payments or deliveries due, will, at the option of the non-defaulting party, become immediately due and payable or deliverable, as applicable. Seller may terminate this Contract for convenience or as provided herein by delivery of written notice to Buyer regarding Seller's intent to terminate, to be effective upon the date such notice is deemed sent with respect to Section 21. If, as a result of a default by Buyer, Seller suspends performance and withholds delivery of the Goods as permitted above, it may sell the Goods to a third party and deduct from the proceeds of such sale the purchase price and all reasonable costs resulting from Buyer's default as identified above, including all costs associated with the transportation (including demurrage and other vessel or shipping related charges), storage, and sale of the Goods. The foregoing rights, which shall include specific performance, shall be cumulative and alternative and in addition to any other rights or remedies to which the non-defaulting party may be entitled at law or in equity. The non-defaulting party shall be entitled to recover from the defaulting party all court costs, reasonable attorneys' fees and expenses incurred by the non-defaulting party in connection with the defaulting party's default, and interest on past due amounts as set forth in Section 4, PAYMENT TERMS. In addition, Seller will have the right to maintain a lien on the Goods until payment in full is received by Seller. "Bankruptcy Event" means the occurrence of any of the following events with respect to either Buyer or Seller: (a) filing of a petition or otherwise commencing, authorizing or acquiescing in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law; (b) making of an assignment or any general arrangement for the benefit of creditors; (c) having a bankruptcy petition filed against it and such petition is not withdrawn or dismissed within 30 days after such filing; (d) otherwise becoming bankrupt or insolvent (however evidenced); (e) having a liquidator, administrator, custodian, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets; or (f) being generally unable to pay its debts as they fall due.
13. **INTELLECTUAL PROPERTY.** (a) Seller retains all intellectual property rights, whether registered or un-registered, including trademarks, patents, and copyright of all documents, drawing rights, design rights, developed programs, software, models, and other data provided or developed in the course of the Contract. Seller will, if so required by Buyer, grant Buyer a non-exclusive, non-assignable royalty free license to use the same only for the purposes of operating or maintenance of the equipment by Buyer. (b) Should it be held that the Goods constitute infringement of a third party's intellectual property rights, and the use of the Goods is enjoined, Seller will, at its sole discretion and at its own expense, either procure for Buyer the right to continue using the Goods, replace the Goods with non-infringing goods and modify the Goods to become non-infringing or refund the purchase price for the infringing Goods. (c) Buyer will indemnify and hold harmless Seller from any suit or proceeding brought against Seller by any third party based on claims resulting from (i) the Goods being used with other apparatus for carrying out a process resulting in a combination of steps which is deemed to infringe a method patent or patent directed to a combination of steps, (ii) the Goods being modified by Buyer, (iii) the Goods being used by Buyer in a manner different than the use communicated to and understood by Seller at the time the Goods were sold to Buyer and such use constitutes infringement, or (iv) claims of infringement where the Goods were designed and manufactured in accordance with the design or specifications furnished or required by Buyer. (d) Buyer represents and warrants to Seller that Buyer has all necessary rights and permissions to provide all information provided by or on behalf of Buyer to Seller and shall indemnify Seller from any third party with respect to Seller's use of such information in connection with the Contract.
14. **DELIVERY DATE.** Seller shall use reasonable efforts to meet Buyer's requested delivery date, but Seller does not guarantee a specific delivery date.
15. **BACKCHARGES.** No back charges will be paid or allowed by Seller unless: (a) Seller is notified in writing of any defect claim or omission pursuant to Section 9, WARRANTY, and (b) Seller provides prior approval of such back charges in writing.
16. **CANCELLATION FEE.** Buyer may not cancel any part of the Contract except upon written notice and payment to Seller of: (a) all reasonable costs arising from the Order prior to the date of cancellation. (b) all reasonable costs arising due to the cancellation, plus (c) a cancellation fee. Unless otherwise specified in the Order, the cancellation fee shall be the higher of 35% of the total price of the Contract or \$250.00, which shall be paid upon receipt of the next issued invoice. The parties agree that Seller's damages following a termination of any part of the Contract by Buyer are difficult to determine and that the cancellation fee provided by this provision is a genuine pre-estimate of loss and not a penalty and is reasonable in light of the circumstances. Seller shall be entitled to the payments set forth above if Seller terminates the Contract pursuant to Section 12, DEFAULT, or Section 17, SUSPENSION AND DELAYS. Title to all works in progress and all materials not delivered to Buyer prior to the date of cancellation will remain with Seller.
17. **SUSPENSION AND DELAYS.** (a) Buyer may only suspend an Order upon receipt of Seller's prior written consent, which may be withheld by Seller for any reason. (b) If Buyer or any of its agents delays Seller's performance due to failure to promptly approve drawings or procedures or due to any other action or non-action on part of Buyer or its agents: (i) Buyer shall reimburse Seller for all costs incurred by Seller as a result of such delay (including costs of reactivation), (ii) the delivery time shall be adjusted, and (iii) milestone payments (if applicable) will be adjusted to keep Seller whole for verifiable costs incurred up to the date of delay or suspension. (c) If, due to any action or non-action on the part of Buyer or its agents, Seller is delayed for more than 45 days, or such longer period of time as deemed reasonable by Seller in its sole discretion, Seller may elect to terminate the Agreement, such termination to be at Seller's sole discretion. Seller will be entitled to the payments provided in Section 16 following any such termination.
18. **FORCE MAJEURE.** Force Majeure means any circumstances beyond the reasonable control of either party, including fire, explosion, breakdown of machinery or equipment, plant shutdown, lack of capacity, disease, epidemic or quarantine, strikes or other labor disputes, acts of terrorism or war, riots or other civil disturbances or voluntary or involuntary compliance with any law, order regulation, recommendation or request of any governmental authority, inability to obtain materials necessary for manufacturer of the Goods, total or partial failure of any of Seller's usual means of transportation of the Goods, or for failure to obtain necessary governmental approvals, permits or licenses. Neither party will have any liability, other than for the payment of monies owing, for their failure to perform any of their contractual obligations arising out of or in connection with events of Force Majeure.
19. **ASSIGNABILITY.** The rights and duties under the Contract are not assignable or transferable by Buyer, in whole or in part, by operation of law or otherwise, without the prior written consent of Seller that may be granted or withheld in its sole discretion. Any assignment or attempted assignment in contravention of the foregoing, including such assignment by way of merger, a sale of substantially all of Buyer's assets, or a change of control of more than fifty percent (50%) of Buyer's equity, shall be null and void, shall be considered a breach of the Contract and shall permit Seller, in addition to any other rights which it may have, to terminate the Contract. Seller shall have the right to assign any rights or obligations under the Contract to any third party.

20. **GOVERNING LAW.** The Contract and its execution, performance, interpretation, construction and enforcement shall be governed by the law, both procedural and substantive, of the State of Ohio, without regard to its conflicts of law rules. Any action or proceeding between Buyer and Seller relating to the Contract shall be commenced and maintained exclusively in the State or Federal courts in Stark County, Ohio, and Buyer submits itself unconditionally and irrevocably to the personal jurisdiction of such courts. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to any transaction hereunder. BUYER AND SELLER EACH WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION, CLAIM OR PROCEEDING RELATING TO THE CONTRACT.
21. **NOTICE.** All notices, consents, communications or transmittals under the Contract shall be in writing and shall be deemed received on the day of delivery if personally hand delivered or sent by facsimile or electronic transmission (with written confirmation of the completed transmittal); or within two business days if mailed as certified or registered mail with return receipt, postage prepaid addressed to the party to whom such notice is given at the address of such party stated in the Contract.
22. **ENTIRE AGREEMENT; AMENDMENT; WAIVERS.** The Contract shall supersede all prior negotiations, discussions, and dealings concerning the subject matter hereof, and shall constitute the entire agreement between Seller and Buyer concerning the subject matter hereof. There are no understandings, inducements, commitments, conditions, representations or warranties of any kind, whether direct, indirect, collateral, express or implied, oral or written, from either party to the other, other than as contained in this Agreement. Neither party shall claim any amendment, modification or release of any provisions hereof unless the same is in writing and signed by both parties, or unless these Terms and Conditions are so modified by Seller, where Buyer's continued acceptance of the benefits of the Contract shall be deemed affirmative assent to such modification.<sup>1</sup> No waiver by Buyer of any breach of any terms, conditions or obligations under the Contract shall be deemed a waiver of any continuing or subsequent breach of the same or any other terms, conditions or obligations hereunder.
23. **ELECTRONIC TRANSACTIONS.** The conduct of Seller and Buyer hereunder, including the use of documents communicated by facsimile or electronic transmission to initiate and accept sales orders, shall, for legal purposes, evidence a course of dealing and a course of performance accepted by the parties. Facsimile or electronic copies of signed documents, if introduced as evidence in any judicial, arbitration, mediation or administrative proceeding, shall be admissible as between the parties to the same extent and under the same conditions as original business records. Neither party shall contest the admissibility of facsimile or electronic copies of documents under the best evidence rule, or otherwise, on the basis that the documents are not the original form of such documents. The Contract may be digitally copied and stored on computer tapes and disks (the "Imaged Agreement"). The Imaged Agreement (once digitally regenerated to paper form), and any facsimile, and all computer records of the foregoing, if introduced as evidence in any judicial, arbitration, mediation or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form and neither party shall object on the basis that such business records were not originated or maintained in documentary form under any rule of evidence. In the event any quotation or other transaction document transmitted, scanned, mailed, emailed, or otherwise delivered to Buyer is ambiguous, unintelligible, or garbled form, Buyer shall promptly notify Seller in a reasonable manner. In the absence of such a notice, Seller's records of contents of such quotation or transaction document shall control.
24. **COMPLIANCE.** (a) Buyer and Seller shall comply fully with all applicable laws and regulations in their respective performances of the Contract and shall neither take nor refrain from taking any action that could result in liability for either Buyer or Seller under applicable law, including the U.S. Foreign Corrupt Practices Act, the OECD Anti-Bribery Convention or any other applicable anti-bribery law or treaty, or those regulations maintained by the U.S. Treasury Department's Office of Foreign Assets Control (31 C. F. R. Chapter V) or the U.S. Commerce Department's Bureau of Industry and Security (15 C.F.R. Parts 730 et. Seq.). Neither Buyer nor Seller shall be required to take or refrain from taking any action impermissible or penalized under United States or other applicable laws. (b) Without restricting the generality of the foregoing: (i) Buyer does hereby acknowledge that any distribution, sale, transfer or re-export of the Goods is governed by and subject to the trade control laws of the United States. (ii) Buyer will not distribute, sell, transfer or re-export the Goods, except in conformance with United States law. (iii) If Buyer knows or has reason to know that any of its customers intends to distribute, sell, transfer or re-export the Goods, either directly or through incorporation into other products, then Buyer shall inform the customer that the customer is responsible for obtaining any licenses or other approvals from the U.S. Government before such distribution, sale, transfer or re-export, by including the following language in Buyer's purchase order acknowledgement or other appropriate documentation to its customer: NOTICE: The products, technical data, and/or software included in this Order were provided in compliance with the laws and regulations of the United States. Customer is responsible for obtaining all licenses, permits or other approvals that may be necessary under the laws of the United States before any distribution, sale, transfer or re-export of such items and for ensuring that the end-user and end use of these products are permitted under U.S. law. Re-export, diversion, transshipment, or use contrary to U.S. law is prohibited and is cause for cancellation of this [purchase order]." (c) Buyer's breach of this Section shall constitute cause for immediate termination of the Contract by Seller.
25. **INDEPENDENT CONTRACTORS.** Seller and Buyer are independent contractors only and are not partners, master/servant, principal/agent or involved herein as parties to any other similar legal relationship with respect to the transactions contemplated under the Contract or otherwise, and no fiduciary, trust, or advisor relationship, nor any other relationship imposing vicarious liability shall exist between the parties under the Contract or otherwise at law.
26. **NO THIRD-PARTY BENEFICIARIES.** The Contract is solely for the benefit of, and shall inure to the benefit of, Buyer and Seller, and shall not otherwise be deemed to confer upon or give to any third party any right, claim, cause of action or other interest herein.
27. **SEVERABILITY.** If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.
28. **CONFIDENTIALITY.** All information that Buyer acquires from Seller hereunder, directly or indirectly, and all information that arises out of the sale of the Goods or Services hereunder, concerning such Goods, Services, and/or proprietary processes involved, including information concerning Seller's current and future business plans, information relating to Seller's operations, know-how, and other Seller-furnished information shall be deemed Seller's "Proprietary Information". Buyer shall (a) hold Seller's Proprietary Information in strictest confidence, (b) not disclose it to others, (c) use it solely for purposes of this Agreement and (d) upon Seller's request, either promptly deliver to Seller all such Proprietary Information that is in written, electronic or other form, including copies and summaries, or, at Seller's option, destroy such Proprietary Information and provide Buyer certification of such destruction. The obligations under this Section shall survive the expiration or termination of the Contract.
29. **MISCELLANEOUS.** The captions and section headings set forth in the Contract are used for convenience only and shall not be used in defining or construing any of the terms and conditions set forth in the Contract. The term "days", as used herein, shall mean actual days occurring, including, Saturdays, Sundays

and holidays where banks are authorized to be closed in the city where Seller's chief executive office is located. The term "business days" shall mean days other than Saturdays, Sundays and holidays where banks are authorized to be closed in the city where Seller's chief executive office is located. The term "including" or any variation thereof means "including, without limitation" and shall not be construed to limit any general statement that it follows to the specific items immediately following it. Unless the context indicates otherwise, words importing the singular number shall include the plural and vice versa, and words importing person shall include firms, association, partnerships and corporations, including public bodies and governmental entities, as well as natural persons, and words of masculine gender shall be deemed to include correlative words of the feminine gender and vice versa as the circumstances may require. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. Except with respect to Buyer's warranty rights as described herein, no claim or cause of action of Buyer arising under or related to the Terms and Conditions may be asserted more than one (1) year after the date on which such claim or cause of action arises.

30. **BUYER'S UNDERSTANDING.** BUYER REPRESENTS AND WARRANTS: (A) THAT IT HAS READ AND UNDERSTOOD THESE TERMS AND CONDITIONS; (B) THAT THE TERMS ARE FAIR AND REASONABLE TO BUYER; (C) THAT THE PARTY OR INDIVIDUAL PLACING AN ORDER ON BEHALF OF BUYER HAS THE FULL POWER, AUTHORITY, AND CAPACITY TO DO SO, AND TO PERFORM THE OBLIGATIONS CONTAINED HEREUNDER IN ACCORDANCE WITH ITS TERMS; AND (D) NO REPRESENTATIONS HAVE BEEN MADE OR RELIED UPON EXCEPT AS SPECIFICALLY STATED IN THESE TERMS AND CONDITIONS.

[End of General Terms and Conditions of Sale