

**TERMS AND CONDITIONS OF SALE**  
**COAST CONTROLS, INC.**

1. Applicability.

(a) These Terms and Conditions of Sale (these “**Terms**”) are the only terms which govern the sale of products (“**Products**”) and services (“**Services**”) by Coast to the buyer identified in the relevant agreement, quotation, work order, purchase order, order acknowledgment, or invoice to which these Terms are attached, referenced or otherwise apply (“**Buyer**”). As used herein, Coast Controls, Inc. (“**Coast**”) shall mean any of its direct or indirect subsidiaries, in each case, that has delivered these Terms to Buyer in connection with the sale of Products and/or Services. Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Products and Services covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.

(b) The accompanying quotation, order acknowledgment, or invoice (each, a “**Sales Confirmation**”) and these Terms (collectively, this “**Agreement**”) comprise the entire agreement between the parties and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer’s general terms and conditions of purchase regardless of whether or when Buyer has submitted its purchase order or such terms. Any terms and conditions proposed by Buyer in any product inquiry, purchase order, or other document that are different from, conflict with, or add to these Terms are hereby objected to and rejected by Coast. Fulfillment of Buyer’s order does not constitute acceptance of any of Buyer’s terms and conditions and does not serve to modify or amend these Terms. Buyer’s receipt and acceptance of any of the Products or Services ordered or purchased hereunder will constitute its acceptance of these Terms. No addition or modification to these Terms will be binding on Coast unless agreed to in writing and signed by an authorized Coast representative.

2. Delivery of Products and Performance of Services.

(a) Coast shall deliver the Products to the delivery point identified in the Sales Confirmation (the “**Delivery Point**”) using Coast’s standard methods for packaging and shipping such Products. If special handling or crating is required, a handling charge will be issued to and paid by Buyer. Buyer shall take delivery of the Products on the delivery date set forth in the Sales Confirmation or otherwise specified by Coast. Buyer shall be responsible for all loading costs, provide equipment and labor reasonably suited for receipt of the Products at the Delivery Point, and will unload and release all transportation equipment promptly so Coast incurs no demurrage or other expense.

(b) Coast may, without liability or penalty, make partial shipments of Products to Buyer in its sole discretion. 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.

(c) If for any reason Buyer fails to accept delivery of any of the Products on the date fixed pursuant to Coast’s notice that the Products have been delivered at the Delivery Point, or if Coast is unable to deliver the Products at the Delivery Point on such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Products shall pass to Buyer; (ii) the Products shall be deemed to have been delivered, and Coast may invoice Buyer for the Products on such date; and (iii) Coast, at its option, may store the Products until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

(d) Coast shall use reasonable efforts to meet any performance dates to render the Services specified in the Sales Confirmation; provided, however, that any such dates shall be estimates only.

(e) With respect to the Services, Buyer shall (i) cooperate with Coast in all matters relating to the Services and provide such access to Buyer’s premises, and such office accommodation and other facilities as may reasonably be requested by Coast, for the purposes of performing the Services; (ii) respond promptly to any Coast request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Coast to perform Services in accordance with the requirements of this Agreement; (iii) provide such materials or information as Coast may request to carry out the Services in a timely manner and ensure that such customer materials or information are complete and accurate in all material respects; and (iv) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.

(f) No order for Products or Services accepted by Coast may be canceled or modified by Buyer without the written agreement of Coast. For any such cancellation or modification, Coast may assess a fee in an amount to be determined by Coast.

3. Non-Delivery.

(a) The quantity of any installment of Products as recorded by Coast on dispatch from Coast’s place of business is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence proving the contrary.

(b) Coast shall not be liable for any non-delivery of Products (even if caused by Coast’s negligence) unless Buyer gives written notice to Coast of the non-delivery within thirty (30) days of the date when the Products would in the ordinary course of events have been received.

(c) Any liability of Coast for non-delivery of the Products shall be limited to replacing the Products within a reasonable time or adjusting the invoice respecting such Products to reflect the actual quantity delivered.

(d) Buyer acknowledges and agrees that the remedies set forth in this Section 3 are Buyer’s exclusive remedies for any non-delivery of Products.

4. Quantity. If Coast delivers to Buyer a quantity of Products of up to 5% more or less than the quantity set forth in the Sales Confirmation, Buyer shall not be entitled to object to or reject the Products or any portion of them by reason of the surplus or shortfall and shall pay for such Products the price set forth in the Sales Confirmation adjusted pro rata.

5. Shipping Terms. Delivery of the Products shall be made Ex Works origin (the Coast facility stated on the Sales Confirmation), except to the extent that any other Incoterm or other delivery term is specified thereon.

6. Title and Risk of Loss. Title and risk of loss pass to the Buyer upon delivery of the Products at the Delivery Point. As collateral security for the payment of the purchase price of the Products, Buyer hereby grants to Coast a lien on and security interest in and to all of the right, title, and interest of Buyer in, to, and under the Products, 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.

7. Buyer’s Acts or Omissions. If Coast’s performance of its obligations under this Agreement is prevented or delayed by any act or omission of Buyer or its agents, subcontractors, consultants, or employees, In that case, Coast shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay.

8. Inspection and Rejection of Nonconforming Products.

(a) Buyer shall inspect the Products within five (5) calendar days of receipt (the “**Inspection Period**”). Buyer will be deemed to have accepted the Products unless it notifies Coast in writing of any Nonconforming

Products during the Inspection Period and furnishes such written evidence or other documentation as required by Coast. “**Nonconforming Products**” means only the following: (i) product shipped is different than identified in Buyer’s purchase order; or (ii) product’s label or packaging incorrectly identifies its contents.

(b) If Buyer timely notifies Coast of any Nonconforming Products, Coast shall, in its sole discretion, (i) replace such Nonconforming Products with conforming Products, or (ii) credit or refund the Price for such Nonconforming Products, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall ship, at its expense and risk of loss, the Nonconforming Products to the Coast facility identified by Coast. If Coast exercises its option to replace Nonconforming Products, Coast shall, after receiving Buyer’s shipment of Nonconforming Products, ship to Buyer, at Buyer’s expense and risk of loss, the replaced Products to the Delivery Point.

(c) Buyer acknowledges and agrees that the remedies set forth in Section 8(b) are Buyer’s exclusive remedies for the delivery of Nonconforming Products. Except as provided under Section 8(b), all sales of Products to Buyer are made on a one-way basis and Buyer has no right to return Products purchased under this Agreement to Coast.

9. Price.

(a) Unless otherwise stated in the Sales Confirmation, the price quotations provided by Coast for the Products and Services are firm for thirty (30) days from date of quotation. Buyer shall purchase the Products and Services from Coast at the prices (the “**Prices**”) set forth in Coast’s quotation or at Coast’s standard pricing if no quotation is valid at the time of Coast’s acceptance of Buyer’s purchase order.

(b) Any prices quoted by Coast are subject to adjustment based upon changes to the cost of raw materials, labor or other manufacturing costs, the implementation of customs duties, tariffs, excises or other import fees, changes to the specifications proposed by either Coast or Buyer, or other factors beyond the reasonable control of Coast. Coast will provide Buyer with notice of any such price adjustments.

(c) Buyer agrees to reimburse Coast for all reasonable travel and out-of-pocket expenses incurred by Coast in connection with the performance of the Services.

(d) All Prices are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any Governmental Authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Coast’s income, revenues, gross receipts, personal or real property, or other assets. If Buyer claims a tax or other exemption or direct payment permit, Buyer will provide a valid exemption certificate or permit and indemnify, defend and hold Coast harmless from any taxes, tariffs, costs and penalties arising from the same.

10. Payment Terms.

(a) Buyer shall pay all invoiced amounts due to Coast within thirty (30) days from the date of Coast’s invoice, except to the extent that the Coast Credit Department determines that differing payment terms are required. Buyer shall make all payments hereunder by wire transfer, check or other method authorized by Coast and in US dollars, except to the extent another currency is specified in the Sales Confirmation. Invoices will be billed at a minimum of USD \$50.00.

(b) Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Coast for all costs incurred in collecting any late payments, including, without limitation, collection agency and attorneys’ fees. In addition to all other remedies available under these Terms or at law (which Coast does not waive by the exercise of any rights hereunder), Coast shall be entitled to suspend the delivery of any Products or performance of any Services and stop Products in transit if Buyer fails to pay any amounts when due hereunder.

(c) Buyer shall not withhold payment of any amounts due and payable because of any set-off of any claim or dispute with Coast, whether relating to Coast’s breach, bankruptcy, or otherwise.

11. Limited Warranty.

(a) Unless otherwise stated in the Sales Confirmation, Coast

warrants to Buyer that for a period of ten (1) years for All-Air web guiding systems, and twelve (12) months from the date of shipment of all other Products (“**Warranty Period**”), such Products (i) will materially conform to the mutually agreed written specifications for the Products (if none, then such Products will materially conform to Coast’s published specifications in effect as of the date of manufacture) and (ii) will be free from material defects in material and workmanship. Notwithstanding the foregoing, the following items are excluded from the Limited Warranty described above: (i) with respect to spare parts, the Warranty Period shall be ninety (90) days; (ii) normal wear parts which are designed to wear out with repetitive use and which require periodic repair or replacement, which includes but is not limited to, engineered tooling, bearings; (iii) routine maintenance and adjustment as specified in the Product instruction manual; (iv) failure to follow Coast’s oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Products; (v) malfunctions that occur as a result of Buyer-specified interfacing; (vi) physical damage resulting from an accident, misuse, or abnormal conditions of operation; (vii) if Buyer alters or repairs such Products without the prior written consent of Coast; and

(viii) attempts to utilize Products under conditions that exceed design capabilities. Coast does not warrant the compatibility of its Products with the goods of other manufacturers or Buyer’s applications except to the extent expressly represented in Coast’s published specifications or written quotation.

(b) Coast warrants to Buyer that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner by generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.

**(c) EXCEPT FOR THE WARRANTIES SET FORTH IN SECTION 11(a) AND SECTION 11(b), COAST MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCTS OR SERVICES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.**

(d) Products manufactured by a third party (“**Third Party Product**”) may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Products. Third Party Products are not covered by the warranty in Section 11(a). For the avoidance of doubt, **COAST MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.**

(e) Coast shall not be liable for a breach of the warranties set forth in Section 11(a) and Section 11(b) unless: (i) Buyer gives written notice of the defective Products or Services, as the case may be, reasonably described, to Coast within fifteen (15) days of the time when Buyer discovers or ought to have discovered the defect; (ii) if applicable, Coast is given a reasonable opportunity after receiving the notice of breach of the warranty set forth in Section 11(a) to examine such Products and Buyer (if

requested to do so by Coast) returns such Products to Coast's place of business at Coast's cost for the examination to take place there and (iii) Coast reasonably verifies Buyer's claim that the Products or Services are defective. If Coast is asked to service any Products in response to any warranty claim made by Buyer and it is determined by Coast that the Product failure is such that it is excluded from warranty coverage as provided in Section 11(a), then Buyer will be invoiced for the service call at Coast's standard service rates then in effect, plus travel expenses and costs.

(f) Subject to the limitations and requirements described above, with respect to any such Products during the Warranty Period, Coast shall, in its sole discretion, either: (i) repair or replace such Products (or the defective part) or (ii) credit or refund the price of such Products at the pro rata contract rate provided that, if Coast so requests, Buyer shall, at Coast's expense, return such Products to Coast.

(g) Subject to the limitations and requirements described above, with respect to any Services subject to a claim under the warranty set forth in Section 11(b) that is communicated to Coast within ninety (90) days of the completion of the Service, Coast shall, in its sole discretion, (i) repair or re-perform the applicable Services or (ii) credit or refund the price of such Services at the pro rata contract rate.

**(h) THE REMEDIES SET FORTH IN SECTION 11(f) AND SECTION 11(g) SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND COAST'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTIES SET FORTH IN SECTION 11(a) AND SECTION 11(b), RESPECTIVELY.**

12. Limitation of Liability.

**(a) IN NO EVENT SHALL COAST BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT COAST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**

**(b) IN NO EVENT SHALL COAST'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO COAST FOR THE PRODUCTS AND/OR SERVICES WHICH GIVE RISE TO THE CLAIM OR LIABILITY.**

(c) The limitation of liability set forth in Section 12(b) shall not apply to (i) liability resulting from Coast's gross negligence or willful misconduct and (ii) death or bodily injury resulting from Coast's acts or omissions.

(d) Buyer shall be responsible for all Products upon receipt from Coast, and all Services upon completion by Coast, and Buyer shall be liable for all claims, losses, costs, expenses, and other damages resulting from or arising out of the acts or omissions of Buyer and relating to the Products or Services. Buyer expressly agrees to indemnify, defend and hold harmless Coast and its officers, directors, equity holders, agents, employees, successors, and assigns from and against any and all loss, costs, liability, expense, and attorneys' fees arising from the acts or omissions of Buyer, including, but not limited to (i) any condition resulting from the installation of any Product on Buyer's premises, (ii) the misuse or modification of any Product by Buyer, its employees, agents or

representatives, (iii) any failure of Buyer or Buyer's employees, agents or representatives to comply with any applicable governmental regulations and/or statutes, and (iv) any claim that Buyer's use or incorporation of any Product with or into any Buyer goods or processes infringes any third party intellectual property rights. Buyer shall not settle any suit or claim relating to any such matter for which it is required to indemnify Coast without Coast's prior written approval.

13. Insurance. During the term of this Agreement and for a period of three (3) years thereafter, Buyer shall, at its own expense, maintain and carry insurance in full force and effect, which includes, but is not limited to, commercial general liability (including product liability) in such amounts as shall be reasonably necessary to insure itself against any claim or claims for damages arising out of the performance of its obligations hereunder, as well as its use or misuse of the Products and/or Services, with financially sound and reputable insurers. Except where prohibited by law, Buyer shall require its insurer to waive all rights of subrogation against Coast's insurers and Coast.

14. Compliance with Law. Buyer shall comply with all applicable laws, regulations, and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement. Buyer shall comply with all export and import laws of all countries involved in the sale of the Products under this Agreement or any resale of the Products by Buyer. Buyer assumes all responsibility for shipments of Products requiring any government import clearance. Coast may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other duties or penalties on the Products.

15. Termination. In addition to any remedies that may be provided under these Terms, Coast may terminate this Agreement with immediate effect upon written notice to Buyer, 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, is unable to satisfy its indebtedness when due, 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.

16. Waiver. No waiver by Coast of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Coast. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement operates or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

17. Confidential Information. All non-public, confidential, or proprietary information of Coast, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Coast or any of its affiliates or agents to Buyer, whether disclosed orally or disclosed or accessed in written electronic or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Coast in writing. Upon Coast's request, Buyer shall promptly return all documents and other materials received from Coast. Coast shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is (a) in the public domain, (b) known to the Buyer at the time of disclosure, or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

18. Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of

this Agreement (except for any obligations of Buyer to make payments to Coast hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including without limitation, the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including associated quarantine or other employee restrictions; and (i) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within a reasonable time after becoming aware of any such of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of 90 days following written notice given by it under this Section 18, the Impacted Party may thereafter terminate this Agreement upon written notice to the other party. Failure or inability to pay shall not constitute a Force Majeure Event.

19. Restocking Charge. No Products purchased by Buyer may be returned to Coast without Coast first issuing a written return authorization with respect thereto. All returned Products so authorized by Coast: (i) will be subject to inspection at Coast's facility, (ii) will be subject to a 25% restocking charge if it is a stock Product in new and unused condition and returned within one year of delivery, and (iii) must be returned with Buyer paying all freight fees associated with the return of the Products.

20. Use of Software and Firmware. The use of Products comprised of software or firmware may be subject to Buyer's acceptance of additional terms and conditions set forth in separate Coast or third-party license agreements that will control to the extent necessary to resolve any conflict with the terms and conditions stated or otherwise referenced herein. In the absence of a separate Coast license agreement, Buyer is granted a non-exclusive, non-transferable license to use provided Coast software or firmware only in object code form and solely in conjunction with Coast-provided Products, with no rights to sublicense, disclose, disassemble, decompile, reverse engineer, or otherwise modify the software or firmware.

21. Installation Manuals, Documentation, and User Guides. Coast will supply or make available instructions, specifications, and drawings, as deemed reasonably necessary by Coast, for proper installation of the Products. All drawing sizes for standard or special drawings shall be at the discretion of Coast, and all such drawings shall be in accordance with Coast's design/data standards. Where such drawings must conform to particular standards and quantities that differ from Coast's standards, additional charges will be the responsibility of Buyer.

22. Site Safety. Buyer shall comply with all federal, state, and local safety regulations and standards applicable to the site or facility at which Coast will perform the Services. Coast shall not be obligated to commence or perform Services unless Buyer's site or facility complies with all applicable safety requirements. In the event Buyer's site or facility safety is non-compliant, Coast may suspend the Services until such time as Buyer corrects the non-compliance. To the extent Coast incurs additional time and expense as the result of Buyer's non-compliance, Coast shall be entitled to an equitable adjustment in the schedule, price, and other affected provisions of the Agreement.

23. Assignment. Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Coast. Any purported assignment or delegation in violation

of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.

24. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

25. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns, and 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 under or by reason of these Terms.

26. Governing Law; Jurisdiction. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the laws of the jurisdiction in which the principal place of business of the Coast entity that has issued the Sales Confirmation is located without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in such jurisdiction, and each party irrevocably submits to the exclusive jurisdiction thereof. The United Nations Convention on Contracts for the International Sale of Products shall not apply to any disputes relating to the supply and purchase of any Products.

27. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Sales Confirmation or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party and (b) if the party giving the Notice has complied with the requirements of this Section.

28. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

29. Survival. Provisions of these Terms, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of this Agreement, including, but not limited to, the following provisions: Payment Terms, Limitation of Liability, Insurance, Confidential Information, Governing Law; Jurisdiction, and Survival.

30. Amendment and Modification. These Terms may only be amended or modified in writing, stating specifically that it amends these Terms and is signed by an authorized representative of each party.

**Revised June 23, 2024**