

**SIGNATURE ENGINEERED SOLUTIONS  
GENERAL TERMS AND CONDITIONS OF SALE  
EFFECTIVE January 1, 2020**

1. **General Application, Formation, Choice of Law and Jurisdiction.** These General Terms and Conditions of Sale (“General Terms”) apply to all proposals and quotations submitted by Signature Engineered Solutions, LLC or its affiliates or subsidiaries (“Seller”), to all purchase orders received by Seller, and to all sales of goods and services sold by Seller, except as otherwise specifically agreed to, in writing, by an employee of Seller with a title of Vice President or higher. Any services to be provided by Seller, whether or not they are otherwise ancillary to and part of a sale of goods (as separate units or included as part of an installation), shall be considered ancillary to a sale of goods and the UCC shall apply to all goods and services to be provided by Seller (“Goods”). A written quotation issued by Seller is an offer to sell. Buyer shall be deemed to have accepted the provisions of these General Terms and an agreement shall be formed by any of the following: (a) signing and returning to Seller a copy of any quotation; (b) sending to Seller a written acknowledgment of the quotation; (c) placing a purchase order or giving instructions to Seller respecting assortment or delivery of the Goods (including instructions to bill and hold) following receipt of any quotation; (d) failing to cancel a pending purchase order within 10 days after receiving, or being put on notice of, these General Terms; (e) accepting delivery of all or any part of the Goods; (f) paying for all or any part of the Goods; or (g) indicating in some other manner Buyer’s acceptance of these General Terms. All sales by Seller consist only of these General Terms and those in other documents which are referred to herein or are attached hereto or in a document provided or signed or issued by Seller and referencing the transaction (all of which constitute the “Agreement”). Seller objects to all terms proposed by Buyer. The Agreement will be governed by and construed in accordance with the laws of the State of Illinois. The provisions of the United Nations Convention on Contracts for the International Sale of Goods, and any conflict-of-laws provisions that would require application of another choice of law, are excluded. Any action hereunder brought by Seller or Buyer will be subject to the exclusive jurisdiction of the Courts located in the Circuit Court of the Sixteenth Judicial Circuit, Kane County, Illinois. If Buyer does not maintain a registered office or agent in the United States, Buyer irrevocably appoints the Secretary of State of the state whose law applies and/or CT Corporation as Buyer’s agent to receive process in any proceeding arising under or related to this Agreement. Any declaration of unenforceability of a provision shall be as narrow as possible and shall not affect the enforceability of the other provisions. A tribunal with jurisdiction shall reform a provision of the Agreement, at the request of Seller, to the extent minimally required for enforcement.

2. **Integration and Modification.**

A. **Formation and Revocation.** The Agreement supersedes all previous quotations and agreements pertaining to the Goods.

B. **Complete Integration.** The Agreement is a final, complete and exclusive statement of the Agreement of the parties. An order or an amendment submitted by Buyer orally or in a purchase order or other writing (whether or not it contains terms or conditions modifying, adding to, repugnant to or inconsistent with these General Terms ), may be filled by Seller, but any resulting contract and the liabilities or obligations of Seller shall be determined solely by the Agreement, and (unless Seller otherwise advises Buyer in writing) notice is given that Seller objects to any such terms or conditions in Buyer’s purchase order or other document or communication. Seller shall not be deemed to have in any way enlarged or modified its liabilities or obligations under the Agreement by filling such order or by failing to further object to Buyer’s terms or conditions.

C. **Modification.** No modifications, limitations, waivers or discharge of the Agreement or any of its terms shall bind Seller unless in a writing signed by Seller’s authorized employee, with a title of Vice President or higher. Notwithstanding anything to the contrary in this Agreement, no modifications, limitation, waiver or discharge of any provision of the Agreement shall affect Buyer’s liabilities to Seller accrued prior thereto. A course of performance, course of dealing, or custom in the trade shall not modify or waive any right of Seller.

D. **Parties.** The Agreement is only for the benefit of the parties, except all disclaimers and limitations applicable to Seller shall be also for the benefit of Seller’s affiliates, agents, employees, contractors, and suppliers. If any other provisions of the Agreement are determined to apply to third parties, all other provisions including limitations, waivers, and disclaimers shall also apply.

E. **Acknowledgments.** Buyer and Seller acknowledge that: (i) they are merchants in respect to the Goods produced by Seller; (ii) they have had an opportunity to review the Agreement; and (iii) the provisions of the Agreement are reasonable when considered as a whole.

F. **Directed Source Supplies.** Buyer may direct Seller to obtain components or services from third parties (“Directed Source Supplies”) for use in the provision of the Goods. Seller shall not be responsible to Buyer for any defect or non-conformity or warranty or other claims arising from Directed Source Supplies or from the failure of the third party to timely provide Directed Source Supplies.

3. **Authority of Seller’s Agents.** No agent, employee or representative of Seller has authority to bind Seller to any affirmation, waiver, representation or warranty concerning the Goods, not contained in the Agreement. An affirmation, waiver, representation or warranty shall not be deemed to be part of the basis of the Agreement and shall not be enforceable, unless it is expressly included within the Agreement, it is not a part of the basis of the Agreement.

4. **Prices, Payment and Risk of Loss.**

A. **Prices.** Prices contained in individual written quotations or proposals are firm only for a period stated therein and otherwise for 15 days from the date of the quotation. After the firm price period, the prices are subject to change, and it shall be Buyer’s responsibility to inquire of Seller as to their validity and request a written confirmation or revision. Prices do not include taxes and Buyer shall pay all applicable sales or other taxes levied with respect to Goods (and replacements) and the Agreement, unless exempt from such taxes. All prices are in United States dollars and must be paid in U.S. dollars at the location specified in Seller’s invoice. Buyer shall pay all government fees levied on the installation and inspection of the Goods. Buyer shall pay upon receipt of all invoices rendered by Seller for any such items Seller may pay.

B. **Risk of Loss and Title.** The Agreement is for a shipment contract and the Goods shall be delivered F.O.B. Seller’s dock. Whether or not Seller prepays shipping charges, risk of loss passes to Buyer upon tender of the Goods to a carrier. Seller’s breach of the Agreement shall not affect the passing of the risk of loss to Buyer notwithstanding any provision of law to the contrary. Notwithstanding the transfer of the risk of loss, title to the Goods shall remain with Seller until Buyer pays for, and Seller receives payment, for the Goods in full.

C. **Price Adjustments.** If any delay in delivery beyond the date of delivery scheduled at the time of entry of the order is requested or otherwise caused by Buyer, Seller shall, in its sole discretion, adjust the price under the provisions of this subsection. Seller may unilaterally adjust the price to cover Seller’s increased cost of performance due to a delay in delivery schedule, increases in the costs of labor, materials, production or transportation, change in the law or other conditions beyond Seller’s reasonable control after the date of any quotation. Seller and Buyer will equally share, 50%/50%, all value-added or value-engineering or other savings that are the result of joint engineering efforts aimed at cost reduction whether these changes occur before or after the start of production.

D. **Changes at Buyer’s Request.** Seller may unilaterally increase prices to cover increased costs (plus reasonable overhead and profit) of design, materials, manufacturing, treating, coating, plating, material or process capability data, logistics requests including but not limited to Advanced Shipping Notices if Buyer requires with shipment, and other performance by Seller, required by changes requested by Buyer to the Goods, schedule or any other performance by Seller after the date of any quotation. Seller shall not be obligated to perform any such requested changes, but shall be compensated for them if Seller, in its sole discretion, complies with such requested changes.

E. **Shipping and Packaging.** Except as otherwise provided in the Agreement, Seller shall not be responsible for any freight, transportation, insurance, shipping, storage, handling, demurrage or similar charges arising out of the performance of the Agreement. If such charges are specifically included in the price, any increase in rates for such services becoming effective after the date the price is quoted to Buyer shall be added to the price. All Goods shall be packed for shipment by Seller in accordance with its standard practices. It is Buyer’s responsibility, whether or not Seller arranges shipping, to determine whether additional packaging procedures and materials are appropriate for the shipment of Goods. Buyer shall pay Seller for any additional procedures and materials. Buyer shall pay Seller for additional handling charges for small, expedited or other shipments outside Seller’s normal and ordinary course of business.

F. **Terms.** Unless Seller expressly agrees otherwise, in a signed writing executed by an employee of Seller with the title of Vice President or higher, payment terms for all Goods produced for Buyer; shall be net 30 days following delivery pursuant to Section 4(B) above. Any account not paid within term shall be subject to late penalties in an amount equal to five percent (5%) per annum of the amount of such overdue payment.

G. **Payment Demand and Acceleration.** If, at any time, reasonable grounds for insecurity arise with respect to Buyer's performance of its payment or other obligations hereunder, Seller may demand immediate payment in full or a documentary letter of credit approved by a U.S. bank acceptable to Seller or other financial security for such payment or other obligations. In addition, all amounts owed by Buyer to Seller shall be accelerated and payable immediately if Buyer fails to make any payment on time and as otherwise required, or if Buyer sells or transfers the line of business for which the Goods are purchased or is a participant in a merger or other reorganization.

H. **Export/Import Fees.** All export and import permits and licenses and the payment of all export and import duties and customs fees shall be the responsibility of Seller if Seller is obligated by the Agreement to deliver the Goods within the United States. All export and import duties, fees, permits, licenses, etc. for Goods to be delivered outside of the United States shall be the responsibility of Buyer.

I. **Right of Offset.** Seller may offset or recoup any amounts owed by Seller or an affiliate of Seller to Buyer or an affiliate of Buyer against any amounts owed by Buyer or an affiliate of Buyer to Seller or an affiliate of Seller. Buyer waives any right of offset or recoupment and shall pay all amounts owed to Seller when due regardless of any claim of Buyer regarding warranties or other issues arising under contract, tort, statute or otherwise. Payment of such amounts under written protest shall not constitute a waiver by Buyer of its claims.

J. **Exchange Rate.** Goods ordered under the Agreement which are procured by Seller, in whole or in part (i.e. components that are incorporated into Goods), from sources outside the United States are predicated on the rate of exchange in force at the time of the quotation (or Order if there is no quotation). If the rate of exchange between the United States dollar and the currency of the country from which such goods are procured by Seller (in whole or in part) varies between the date of the quotation (or Order if there is no quotation) and delivery of the Goods, the price of the Goods shall be increased or decreased accordingly to compensate Seller for such variation in the rate of exchange.

K. **Samples.** Samples of Goods and sample test reports will be provided by Seller only upon Seller's consent and at prices established by Seller or written agreement with Buyer.

## 5. **Delivery / Volume.**

A. **Shipping Dates.** Shipping dates are estimates and scheduling and may be revised by Seller upon receipt or scheduling of Buyer's order. All shipping dates are approximate and shall be computed from the date of entry of the order on Seller's books.

B. **Method and Cost of Shipment.** Seller shall deliver the Goods by tendering the Goods on its dock for placement in the possession of Buyer's designated carrier. Seller will generally follow Buyer's shipping instructions but may make reasonable changes thereto without liability and at Buyer's cost. On Buyer's request, Seller shall obtain and send to Buyer documents necessary to enable Buyer to obtain insurance. Seller is not responsible to prepay transportation or insurance costs. Buyer shall pay all transportation costs and handling and other charges incidental to transportation. Buyer shall pay all expedite fees unless delay was exclusively due to the fault of Seller. Buyer is responsible for making any claim against the carrier and other handlers of the Goods after delivery to Buyer as provided above.

C. **Volume.** Except as stated below, neither Buyer nor Seller is making any volume commitments, or commitments to each other for any particular duration and Seller is not agreeing to supply Buyer with its "requirements" of any Goods. However, under all circumstances, Buyer is obligated to purchase from Seller all 1) Goods ordered by Buyer, and 2) all raw materials and work in process Seller has procured to fill an order or forecast submitted by Buyer.

## 6. **Delay of Shipment or Performance Excused for Various Reasons.**

A. **Delayed Shipment.** If shipment of any Goods or other performance by Seller is delayed at the request of or due to the fault of Buyer, Seller may at its sole option hold the Goods at the place of manufacture or elsewhere, at the risk and expense of Buyer, from the time it is ready for shipment. In the event of any such delay in shipment, full and final payment for Goods shall be due and payable 30 days after Buyer is notified that the Goods are ready for shipment. If Seller is unwilling to accommodate Buyer by holding such Goods, Buyer shall accept shipment immediately.

B. **Delayed or Failed Delivery.** All inspection, delivery and other dates for Seller's performance are estimates only. In addition, Seller shall not be in default because of its delay or failure to deliver or perform under the Agreement resulting, in whole or in part, from: (i) any foreign or domestic embargoes, seizures, acts of God, insurrections, war, or the adoption or enactment of any law, ordinance, regulation, ruling or order; (ii) shortages of raw materials or labor; (iii) the lack of usual means of transportation, fires, floods, explosions, strikes or other work actions, or any other accidents, contingencies, or events, at Seller's or its supplier's plant or elsewhere (whether or not beyond Seller's control) which directly or indirectly interfere with, or render substantially more burdensome, Seller's production, delivery, or performance; (iv) delays by Buyer in inspecting and acceptance, in furnishing requested specifications, materials, tooling or information, in making payments, or otherwise; (v) failure of Seller's suppliers to perform. If one or more deliveries hereunder is delayed by reason of any one or more of such occurrences for a period of 30 days, Buyer may, at its option, terminate the Agreement as to the undelivered goods or waive such delay and establish a new delivery schedule.

C. **Supply Allocation.** Whenever Seller's supply of the Goods, materials or means of production is insufficient to meet the estimated delivery schedule or in the event of any occurrence mentioned above in Subsections A and B, Seller, in its sole discretion, may allocate its supply to its own use or other customers.

D. **Effect.** This Section shall be effective even as to events described in Subsections A, B and C which exist on the date of a quotation or of contract formation.

E. **Storage.** If Buyer requests storage of Goods prior to final delivery, Seller will attempt to provide or arrange such storage, but a reasonable charge for storage as computed by Seller plus all expenditures incurred for space, insurance, and handling will be charged to Buyer. Invoices for Products stored at Buyer's request will be provided at the beginning of the storage period and periodically thereafter, and payment will be due net 30 days from the date of invoice.

## 7. **Installation**

A. **General.** All Goods shall be assembled and installed by and at the expense of Buyer.

B. **Assumption of Risk.** Buyer assumes all risks of using the Goods alone and in connection with other equipment and goods. Seller has no responsibility to determine the adequacy of the foundation, utilities, skills of Buyer's staff, or any other matter.

C. **Risks.** Buyer assumes all risk of using the Goods in its location and in connection with other equipment or improvements.

## 8. **Warranty Disclaimer.**

TO THE EXTENT PERMITTED BY LAW, SELLER MAKES NO, AND EXPRESSLY DISCLAIMS ALL, WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE GOODS SUPPLIED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR ARISING FROM COURSE OF PERFORMANCE, DEALING USAGE OR TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING SELLER MAKES NO CLAIM, REPRESENTATION, OR WARRANTY OF ANY KIND AS TO THE UTILITY OF THE GOODS FOR CUSTOMER'S INTENDED USES.

9. **Patent Warranties.** As set forth above, Seller disclaims any implied warranty of non-infringement. Buyer shall defend and indemnify Seller from any claim which asserts that the Goods or their inherent methods of operation, intrinsically, infringe any United States patent. Seller shall notify Buyer promptly of any known assertions of patent infringement and provide Buyer with assistance and information requested by Buyer for Buyer's defense of Seller.

## 10. **Remedies and Limitation of Seller's Liability.**

A. **General.** IT IS EXPRESSLY AGREED AND UNDERSTOOD BY THE PARTIES, THAT TO THE FULLEST EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR EXEMPLARY, PUNITIVE, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO: LOSS PROFITS OR REVENUES (WHETHER LOSS PROFITS OR REVENUES ARE CONSTRUED AS A CONSEQUENTIAL DAMAGE OR OTHERWISE); INCREASED COSTS; DAMAGE TO EQUIPMENT, TOOLING, PREMISES, OR WORK-IN-PROCESS; COST OF CAPITAL; COST OF PURCHASED POWER; SUBSTITUTE OR ADDITIONAL EQUIPMENT, FACILITIES OR SERVICES, PRODUCTION INTERRUPTION OR START-UP; OR THE CLAIMS OF THIRD PARTIES FOR SUCH DAMAGES ARISING OUT OF THE

USE OF OR INABILITY TO USE THE GOODS, EVEN IF THE SELLER HAS BEEN ADVISED OF POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, THE SELLER'S ENTIRE LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY BUYER FOR THE GOODS. Buyer waives any causes of action or theories of liability including, but not limited to, those arising under contract, tort, strict liability, product liability statutes, or otherwise, except as specifically provided by the UCC as modified and limited herein.

B. **Waiver of Subrogation.** Buyer waives any right of subrogation. Buyer waives any right of indemnity or subrogation as to third party claims, in excess of any applicable insurance carried by Seller.

11. **Responsibility for Safety.** Seller does not guarantee the safety of the Goods. Buyer must install and use the Goods in a safe and lawful manner in compliance with applicable health, safety, and environmental regulations and laws and general industry standards of reasonable care. It is Buyer's or other user's responsibility to provide all proper dies, devices, tools, training, and means that may be necessary to effectively protect all personnel from serious bodily injury which otherwise may result from the method of particular installation, use, operation, setup, or service of the Goods. Buyer should comply with ANSI Safety Standards, OSHA and similar state regulations, and other sources to insure the safe use of the Goods.

12. **Indemnification.**

A. **Third Parties.** Buyer shall indemnify Seller from any and all third party claims, damages and expenses (including actual attorney fees) under theories of tort, product liability, negligence (ordinary or gross), warranty, contract, statute or otherwise arising out of the use, storage, sale, processing or other disposition of the Goods, supplies or materials used in connection with the Goods, or parts manufactured with the Goods, if the action or inaction of Buyer or its employees, customers or agents, or Buyer's design specifications, were a material or proximate cause of injuries or damages giving rise to claims against Seller.

B. **Buyer's Indemnity for Unsafe Use.** If Buyer fails to comply with the obligations set forth in this subsection, Buyer shall indemnify and save Seller from any liability or obligation incurred by Seller to persons injured directly or indirectly in connection with the operation of the Goods. Buyer shall notify Seller promptly, and in any event within 30 days, of any accident or malfunction involving Goods which results in personal injury or damage to property and shall cooperate fully with Seller in investigating to determine the cause of such accident or malfunction, including allowing Seller access to the Goods and Buyer's reports regarding the Goods for Seller's inspection. If Buyer fails to provide such notice and cooperation to Seller, Buyer shall indemnify Seller from any claims arising from such accident or malfunction whether or not the Goods are non-conforming or defective.

13. **Security Interest.** In addition to any security interest granted by the UCC or other law, Buyer grants a security interest to Seller in all Goods and Buyer's Property, and documents related thereto, and proceeds and products from Buyer's Property, to secure all obligations of Buyer to Seller, whether or not arising under the Agreement. Seller may file a financing statement and at Seller's request, Buyer shall sign financing statements and other documents, evidencing and confirming the security interest. Buyer grants Seller an irrevocable power of attorney to sign Buyer's name to a financing statement if necessary or convenient to perfect Seller's security interest. Buyer shall provide a lien waiver from all third parties to whom the Goods may be delivered. Buyer shall provide a landlord's waiver of any lien rights at the premises to which the Goods are to be installed. In case of a default by Buyer, Seller may peaceably enter the premises of Buyer and others and take other actions to repossess or render inoperable all Goods in which it has a security interest. In case of a default by Buyer, Buyer irrevocably appoints Seller as its agent to obtain possession of the Goods and documents related thereto. Seller may install and activate procedures or devices to make the Goods or Software non-operative upon Buyer's default. The Goods shall be and remain strictly personal property and retain their character as such, no matter whether on permanent foundation or in whatever manner affixed or attached to building or structure, or for what purpose the Goods may be used. Buyer shall maintain the Goods in a segregated area and not co-mingle any Goods which are not fully paid. Buyer shall not sell, exchange, transfer, convey, mortgage, pledge, hypothecate or grant a security interest in any Goods which are subject to the Agreement if payment therefor shall not have been made in full to Seller. Buyer shall immediately advise Seller in writing of any damage to, change in location of, or seizure of, any of the Goods the price of which has not been paid to Seller.

14. **Proprietary Information.**

A. **Buyer's Rights to Confidentiality.** Buyer acknowledges that any information disclosed to Seller has not and will not be considered by Buyer or Seller to be confidential or a trade secret unless clearly and conspicuously noted on the disclosure, or in some other writing delivered to Seller at or prior to the time of the disclosure.

B. **Seller's Rights to Confidentiality.** All proposals, plans and other information furnished by Seller in bidding, negotiating and performing the Agreement (including but not limited to pricing and piece price breakdowns), are confidential and the property of Seller, whether or not marked "Confidential", and shall not be shown or disclosed to any other bidder, and shall not be shown or disclosed to any other third party or used by Buyer except as may be necessary for the selection or use of the Goods.

C. **Patentable Features.** Any design, invention or other information developed by Seller in the performance of the Agreement shall remain the property of Seller, whether or not Seller charges for design, research, development, testing, or similar services. Any patentable features developed by Seller shall be the property of Seller and Seller shall be under no obligation to refrain from using in its business any information, manufacturing processes or unpatented disclosures which may pass to it from Buyer in the performance of the Agreement, except as provided in Subsection A.

D. **Drawings and Calculations.** Seller is not obligated to furnish detailed or shop working drawings, engineering calculations, computer programs, or other information for any Goods or part thereof.

E. **Buyer's Obligations.** Buyer shall treat as confidential any business proposal from Seller and all technology which shall be made available, directly or indirectly to Buyer by Seller and by Seller's licensors or suppliers, including but not limited to drawings, schematics, specifications, bills of material, test results, analysis, recommendations, models, and designs, and Buyer shall use such proposal and technology only to evaluate its business relationship with Seller and to enable Buyer to perform under the Agreement. Buyer shall not disclose, or authorize or instruct Seller to disclose, any confidential or proprietary information of Seller to any third party that is not bound by contract to at least the same duty of confidentiality to Seller as is Buyer. In addition, only those employees and contractors of Buyer having a need-to-know and bound by contract by the same confidentiality provisions as Buyer may be given access to such technology. Buyer shall maintain, for Seller's inspection, written records which shall include the names and address of such employees and contractors granted such access. Buyer shall indemnify Seller from all expenses and damages related to the improper use or disclosure by Buyer or its employees and contractors. Business proposals and technology of Seller may be protected by patent, copyright, trademark and other law. No license or other right to business proposals or technology is granted to Buyer. Upon Seller's demand or the termination or expiration of the Agreement, whichever happens first, Buyer will return all of Seller's confidential information (and all copies of the same) to Seller.

15. **Intellectual Property.** Any Intellectual Property owned or licensed by Seller and used by Seller in connection with the performance of its obligations hereunder shall remain the exclusive property of Seller and its licensors, as the case may be. Nothing in this Agreement shall be deemed to grant Buyer any license or any other rights in such Intellectual Property. The term "Intellectual Property" shall include without limitation all of the following: (i) inventions, discoveries, patents, patent applications and all related continuations, divisional, reissue, utility model, design patents, applications and registrations thereof, certificates of invention; (ii) works, copyrights, registrations and application for registration thereof; (iii) computer software programs, data and documentation; (iv) trade secrets, confidential information, know-how, techniques, designs, prototypes, enhancements, improvements, work-in progress, research and development information; and (v) all other proprietary rights relating to the foregoing.

16. **Buyer's Property.** Buyer shall insure all materials, fixtures, tooling and other property delivered to Seller against all risks and waives subrogation in the event of loss of or damage to such property or personal injury arising from the use or storage of such property.

17. **United States Government Regulations.** Buyer shall not engage in any transaction with respect to the Goods, by way of resale, lease, shipment or otherwise, which violates any statute or regulation of the United States of America.

18. **Fair Labor Standards Act.** Seller certifies that any Goods produced in the United States shall be produced in compliance with all applicable requirements of Sections 6, 7 and 12 of the U.S. Fair Labor Standards Act, as amended, and of the regulations and orders of the U.S. Department of Labor issued under Section 14 thereof. No other certifications or waivers regarding payments to Seller's suppliers or laborers are required.

19. **Breach and Cancellation.**

A. **Default.** If Buyer defaults in the performance of its obligations, if Buyer advises Seller that it will default in the performance of its obligations, or if any action is started by or against Buyer seeking the appointment of a trustee or receiver or the entry of an order for debtor's relief for Buyer, Seller may cease performance of its obligations, recover the Goods in transit or delivered, disable delivered Goods, and otherwise enforce its remedies for Buyer's default.

B. **Compensation.** Seller shall be awarded interest, consequential and incidental damages and costs (including but not limited to interest, actual attorney fees and court costs) in any proceeding to enforce its remedies in which it obtains relief or damages or in which it prevails in the defense of any action by Buyer.

C. **Cumulative Rights and Limitations.** All rights granted to Seller and all limitations in favor of Seller in the Agreement and by law are cumulative, provided Seller shall be entitled to only a single full recovery.

D. **Good Faith.** Seller shall not be liable for any action taken pursuant to a good faith exercise of any of its rights under the Agreement or law.

E. **Waiver.** Seller's failure or delay in enforcement of any provision shall not constitute a waiver of a breach or of the provision itself.

F. **Cancellation - Termination.** Either party may terminate The Agreement and/or any Orders by giving the other party a written notice, without prejudice to any rights or remedies, in the event that the other party commits any material breach and does not rectify such breach within thirty (30) business days from receipt of the written notice of such breach.

20. **Consequential, Incidental, and Other Damages.** BUYER AND THIRD PARTIES SHALL NOT BE ENTITLED TO ANY CONSEQUENTIAL, SPECIAL, RELIANCE, PUNITIVE, EXEMPLARY OR INCIDENTAL DAMAGES, AS DEFINED IN THE UCC OR OTHERWISE. This limitation shall be enforced regardless of whether Seller has defaulted in obligations. Any legal inability to limit or restrict the right of Buyer or a third party to such damages shall not affect the right of Seller to indemnification hereunder, and under no circumstance shall Buyer recover more than the purchase price. UNDER NO CIRCUMSTANCES SHALL SELLER'S LIABILITY FOR CLAIMS FOR NON-DELIVERY OR OTHER NON-PERFORMANCE, DEFECTIVE PERFORMANCE, NON-CONFORMING GOODS, DEFECTIVE GOODS OR OTHERWISE EXCEED THE AMOUNT RECEIVED BY SELLER FROM BUYER FOR THE PERFORMANCE OR SHIPMENT WHICH CONTAINED THE NON-CONFORMING GOODS, DEFECTIVE GOODS OR SUCH OTHER EVENT GIVING RISE TO THE CLAIM.

21. **Claims.** Communications concerning disputed debts or other claims, including an instrument tendered as full satisfaction of a debt must be delivered to an employee of Seller with the title of vice president or higher.

22. **Force Majeure.** Seller shall not be responsible for any delay or failure in any performance due, without limitation, to acts of God, war, warlike conditions, blockade, embargoes, riots, governmental restriction, labor disturbances, unavailability of anticipated usual means of supplies, transportation or loading facilities, wrecks, epidemics, quarantine, fire, flood, earthquake, explosion, any unforeseen change in circumstances, or any other causes beyond the reasonable control of the Seller.

23. **Limitations of Actions.** The termination of the Agreement will not affect in any manner the rights and obligations of the parties accruing prior to the date of such termination nor any rights or remedies existing at law or in equity by reason of any breach of any term of the Agreement which occurred prior to such termination. A proceeding by Buyer for breach of the Agreement or any other right against Seller arising from or in connection with the Agreement cannot be filed nor maintained by Buyer unless: (i) it is commenced within one year after the cause of action has accrued; (ii) Buyer has given timely written notice to Seller of the details of

its claim as provided herein; and (iii) Buyer pays all amounts due to Seller or deposits the unpaid portion of the purchase price with the tribunal pending final adjudication. An action for breach of warranty or any other provision of the Agreement shall accrue no later than shipment of the Goods to Buyer whether or not installation or other post shipment services are required by the Agreement.

24. **Severability.** Any provision found to be unenforceable by a final unappealed order entered by the court or tribunal shall be severed from this Agreement. Such severance shall be as narrow as possible and shall not affect the remainder of this Agreement in such action and other actions, unless the court or tribunal shall also find, on the request of Seller that without such provision as originally written, the Agreement is not likely to meet the reasonably commercial expectations of the parties and in such case, the court or tribunal shall enter an equitable judgment of rescission, termination or reformation of this Agreement as necessary to reach an equitable result.

25. **Assignment.** No right or interest in the Agreement may be assigned by Buyer without the prior written consent of the Seller. Any assignment attempted by Buyer shall be void and ineffective for all purposes unless made in conformity with this section.