

POLIMASTER®GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES

(Last modified August 22, 2022)

PLEASE READ THE BELOW TERMS AND CONDITIONS FOR PURCHASE OF GOODS AND SERVICE (THE "**TERMS**") CAREFULLY BEFORE ACCEPTING PURCHASE ORDER PLACED BY POLIMASTER INC. ("**POLIMASTER**"). **BY ACCEPTING POLIMASTER'S PURCHASE ORDER AND/OR FULFILLMENT OF SUCH PURCHASE ORDER YOU AGREE TO ACCEPT AND BE BOUND BY THE BELOW STATED TERMS.** POLIMASTER'S PURCHASE ORDER AND/OR ACCEPTANCE OF YOUR SALES ORDER (OR ANOTHER DOCUMENT FOR CONFIRMATION OF SALE) IS CONDITIONED ON YOUR ACCEPTANCE OF THE TERMS.

PLEASE NOTE THAT THE TERMS ARE SUBJECT TO CHANGE FROM TIME TO TIME, AND ALL TRANSACTIONS FOR PRODUCTS AND/OR SERVICES SOLD TO POLIMASTER INC. ARE SUBJECT TO THE LATEST REVISION OF THE TERMS PUBLISHED AT OUR WEBSITE [HTTPS://POLIMASTER.COM/US/TERMS.PHP](https://polimaster.com/us/terms.php).

1. Applicability.

(a) These terms and conditions for purchase of goods and service (these "**Terms**") are the only terms which govern the purchase of the goods ("**Goods**") and services ("**Services**") by Polimaster Inc. ("**Buyer**") from the seller named on the respective purchase order placed by the Buyer with you ("**Seller**"). Notwithstanding anything herein to the contrary, if a separate written contract duly signed by both parties is in existence covering the sale of the Goods and Services covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.

(b) The purchase order, which constitutes the first official offer issued by Buyer to Seller (the "**Purchase Order**"), these Terms, and the Buyer's supplemental terms, if applicable (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 Seller's general terms and conditions of sale regardless whether or when Seller has submitted its sales confirmation or such terms. This Agreement expressly limits Seller's acceptance to the terms of this Agreement. Fulfillment of the Purchase Order constitutes acceptance of these Terms by Seller.

2. Delivery of Goods and Performance of Services.

(a) Seller shall deliver the Goods in the quantities and on the date(s) specified in the Purchase Order or as otherwise agreed in writing by the parties (the "**Delivery Date**"). If no delivery date is specified, Seller shall deliver the Goods within 10 (ten) calendar days of Seller's receipt of the Purchase Order. If Seller fails to deliver the Goods in full on the Delivery Date, Buyer may terminate this Agreement immediately by providing written notice to Seller and Seller shall indemnify Buyer against any losses, claims, damages, and reasonable costs and expenses directly attributable to Seller's failure to deliver the Goods on the Delivery Date. Buyer has the

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right to return any Goods delivered prior to the Delivery Date at Seller's expense and Seller shall redeliver such Goods on the Delivery Date.

(b) Seller shall deliver all Goods to the address specified in the Purchase Order (the "**Delivery Point**") during Buyer's normal business hours or as otherwise instructed by Buyer. Seller shall pack all goods for shipment according to Buyer's instructions or, if there are no instructions, in a manner sufficient to ensure that the Goods are delivered in undamaged condition. Seller must provide Buyer prior written notice if it requires Buyer to return any packaging material. Any return of such packaging material shall be made at Seller's risk of loss and expense.

(c) Seller shall provide the Services to Buyer as described and in accordance with the schedule set forth by the parties in writing and in accordance with the terms and conditions set forth in these Terms. Buyer shall respond promptly to any Seller request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Seller to perform the Services in a timely manner.

(d) Seller acknowledges that time is of the essence with respect to Seller's obligations hereunder and the timely delivery of the Goods and Services, including all performance dates, timetables, project milestones and other requirements in this Agreement.

3. Quantity. If Seller delivers more than 1% or less than 1% of the quantity of Goods ordered, Buyer may reject all or any excess Goods. Any such rejected Goods shall be returned to Seller at Seller's sole risk and expense. If Buyer does not reject the Goods and instead accepts the delivery of Goods at the increased or reduced quantity, the Price for the Goods shall be adjusted on a pro-rata basis at prices specified in the Purchase Order.

4. Shipping Terms. Delivery shall be made: (i) for domestic transactions within the United States - FOB (Place of Destination/Delivery Point), as this shipping term is defined in the UCC, or (ii) for international transactions involving Buyer with delivery of Goods from outside the borders of the United States - CIF (Place of Destination/Delivery Point), as this shipping term is defined in Incoterms®-2020 rule for international transactions, unless other shipping terms are agreed by the parties in the Purchase Order or otherwise in writing and prevail over the shipping terms stated in above provisions (i) and (ii) of this Section 4. The Purchase Order number must appear on all shipping documents, shipping labels, bills of lading, air waybills, invoices, correspondence and any other documents pertaining to the Purchase Order.

5. Title and Risk of Loss. Title and risk of loss passes to Buyer upon delivery of the Goods at the Delivery Point.

6. Inspection and Rejection of Nonconforming Goods. Buyer has the right to inspect the Goods on or after the Delivery Date. Buyer, at its sole option, may inspect all or a sample of the Goods within reasonable time upon receipt thereof, and may reject all or any portion of the Goods if it determines the Goods are nonconforming or defective. If Buyer rejects any portion of the Goods, Buyer has the right, effective upon written notice to Seller, to: (a) rescind this Agreement in its entirety; (b) accept the Goods at a reasonably reduced price; or (c) reject the Goods and require replacement of the rejected Goods. If Buyer requires replacement of the Goods, Seller shall, at its expense, promptly replace the nonconforming or defective Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective goods and the delivery of replacement Goods. If Seller fails to timely deliver replacement Goods, Buyer may replace them with goods from a third party and charge Seller the cost thereof and terminate this Agreement for cause pursuant to Section 17. Any inspection or other action by Buyer under this

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Section shall not reduce or otherwise affect Seller's obligations under the Agreement, and Buyer shall have the right to conduct further inspections after Seller has carried out its remedial actions.

7. Price. The price of the Goods and Services is the price stated in the Purchase Order (the "**Price**"). If no price is included in the Purchase Order, the Price shall be the price set out in Seller's published price list in force as of the date of the Purchase Order. Unless otherwise specified in the Purchase Order, the Price includes all packaging, transportation costs to the Delivery Point, insurance, customs duties and fees and applicable taxes, including, but not limited to, all sales, use or excise taxes. No increase in the Price is effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of Buyer.

8. Payment Terms. Seller shall issue an invoice to Buyer on or any time after the completion of delivery and only in accordance with these Terms. Buyer shall pay all properly invoiced amounts due to Seller within 45 (forty-five) days from date of invoice, unless other term is set forth in the Purchase Order, after Buyer's receipt of such invoice, except for any amounts disputed by Buyer in good faith. All payments hereunder must be in US dollars and made by wire transfer. Without prejudice to any other right or remedy it may have, Buyer reserves the right to set off at any time any amount owing to it by Seller against any amount payable by Buyer to Seller under this Agreement. In the event of a payment dispute, Buyer shall deliver a written statement to Seller no later than 3 (three) days prior to the date payment is due on the disputed invoice listing all disputed items and providing a reasonably detailed description of each disputed item. Amounts not so disputed are deemed accepted and must be paid, notwithstanding disputes on other items, within the period set forth in this Section 8. The parties shall seek to resolve all such disputes expeditiously and in good faith. Seller shall continue performing its obligations under this Agreement notwithstanding any such dispute.

9. Seller's Obligations Regarding Services. Seller shall:

(a) before the date on which the Services are to start, obtain, and at all times during the term of this Agreement, maintain, all necessary licenses and consents and comply with all relevant laws applicable to the provision of the Services;

(b) comply with all rules, regulations and policies of Buyer, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by Buyer to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures;

(c) maintain complete and accurate records relating to the provision of the Services under this Agreement, including records of the time spent and materials used by Seller in providing the Services in such form as Buyer shall approve. During the term of this Agreement and for a period of three years thereafter, upon Buyer's written request, Seller shall allow Buyer to inspect and make copies of such records and interview Seller personnel in connection with the provision of the Services;

(d) obtain Buyer's written consent, which shall not be unreasonably withheld or delayed/which may be given or withheld in Buyer's sole discretion, prior to entering into agreements with or otherwise engaging any person or entity, including all subcontractors and affiliates of Seller, other than Seller's employees, to provide any Services to Buyer (each such approved subcontractor or other third party, a "**Permitted Subcontractor**"). Buyer's approval shall not relieve Seller of its obligations under the Agreement, and Seller shall remain fully responsible for the performance of each such Permitted Subcontractor and its employees and for their compliance with all of the terms and conditions of this Agreement as if they were Seller's own employees. Nothing

contained in this Agreement shall create any contractual relationship between Buyer and any Seller subcontractor or supplier;

(e) require each Permitted Subcontractor to be bound in writing by the confidentiality provisions of this Agreement, and, upon Buyer's written request, to enter into a non-disclosure or intellectual property assignment or license agreement in a form that is reasonably satisfactory to Buyer;

(f) ensure that all persons, whether employees, agents, subcontractors, or anyone acting for or on behalf of the Seller, are properly licensed, certified or accredited as required by applicable law and are suitably skilled, experienced and qualified to perform the Services;

(g) ensure that all of its equipment used in the provision of the Services is in good working order and suitable for the purposes for which it is used, and conforms to all relevant legal standards and standards specified by the Buyer; and

(h) keep and maintain any Buyer equipment in its possession in good working order and shall not dispose of or use such equipment other than in accordance with the Buyer's written instructions or authorization.

10. Change Orders for Services. Buyer may at any time, by written instructions and/or drawings issued to Seller (each a "**Change Order**"), order changes to the Services. Seller shall within three (3) calendar days of receipt of a Change Order submit to Buyer a firm cost proposal for the Change Order. If Buyer accepts such cost proposal, Seller shall proceed with the changed services subject to the cost proposal and the **terms** and conditions of this Agreement. Seller acknowledges that a Change Order may or may not entitle Seller to an adjustment in the Seller's compensation or the performance deadlines under this Agreement.

11. Warranties.

(a) Seller warrants to Buyer that for a period of twenty-four (24) months from the Delivery Date, all Goods will:

(i) be free from any defects in workmanship, material and design;

(ii) conform to applicable specifications, drawings, designs, samples and other requirements specified by Buyer;

(iii) be fit for their intended purpose and operate as intended;

(iv) be merchantable;

(v) be free and clear of all liens, security interests or other encumbrances; and

(vi) not infringe or misappropriate any third party's patent or other intellectual property rights.

These warranties survive any delivery, inspection, acceptance or payment of or for the Goods by Buyer;

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

(c) the warranties set forth in this Section 11 are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of

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Buyer's discovery of the noncompliance of the Goods or Services with the foregoing warranties. If Buyer gives Seller notice of noncompliance pursuant to this Section, Seller shall, at its own cost and expense, within five (5) calendar days (i) replace or repair the defective or nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming goods to Seller and the delivery of repaired or replacement Goods to Buyer, and, if applicable, (ii) repair or re-perform the applicable Services.

12. General Indemnification. Seller shall defend, indemnify and hold harmless Buyer and Buyer's parent company, their subsidiaries, affiliates, successors or assigns and their respective directors, officers, shareholders and employees (collectively, "**Indemnitees**") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "**Losses**") arising out of or occurring in connection with the Goods and Services purchased from Seller or Seller's negligence, willful misconduct or breach of the Terms. Seller shall not enter into any settlement without Buyer's prior written consent.

13. Intellectual Property Indemnification. Seller shall, at its expense, defend, indemnify and hold harmless Buyer and any Indemnitee against any and all Losses arising out of or in connection with any claim that Buyer's or Indemnitee's use or possession of the Goods or use of the Services infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party. In no event shall Seller enter into any settlement without Buyer's or Indemnitee's prior written consent.

14. Limitation of Liability.

(a) Nothing in this Agreement shall exclude or limit (a) Seller's liability under this Agreement, or (b) Seller's liability for fraud, personal injury or death caused by its negligence or willful misconduct.

(b) EXCEPT FOR OBLIGATIONS TO MAKE PAYMENT UNDER THIS AGREEMENT, IN NO EVENT SHALL BUYER'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 (AND AMOUNTS ACCRUED BUT NOT YET PAID) TO SELLER PURSUANT TO THIS AGREEMENT IN SIX-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR \$10,000.00 (TEN THOUSAND US DOLLARS), WHICHEVER IS LESS.

15. Insurance. During the term of this Agreement and for a period of two years thereafter, Seller 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 a sum no less than \$1,000,000.00 (one million Dollars) with financially sound and reputable insurers. Upon Buyer's request, Seller shall provide Buyer with a certificate of insurance from Seller's insurer evidencing the insurance coverage specified in these Terms. The certificate of insurance shall name Buyer as an additional insured. Seller shall provide Buyer with ten (10) calendar days' advance written notice in the event of a cancellation or material change in Seller's insurance policy. Except where prohibited by law, Seller shall require its insurer to waive all rights of subrogation against Seller's insurers and Seller.

16. Compliance with the Laws.

16.1. General Compliance.

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

16.2. Compliance with the Product Safety Laws.

Seller represents and warrants that all Goods supplied under Purchase Order comply with all applicable federal, state, and local laws, codes, statutes, ordinances, rules, regulations, and requirements of any applicable jurisdiction, and orders of any governmental or regulatory authority, including but not limited to the California Safe Drinking Water and Toxic Enforcement Act of 1986 ("**Proposition 65**"); the Consumer Product Safety Act of 1972 (as amended by the Consumer Product Safety Improvement Act of 2008); the Magnuson-Moss Warranty-Federal Trade Commission Improvement Act; the Fair Packaging and Labeling Act; the Federal Hazardous Substances Act; the Federal Energy Policy and Conservation Act and any amendments thereto; European Union Directive 2002/95/EC on Restriction of Hazardous Substances ("**RoHS**"), and all applicable product safety rules and regulations of any other federal, state, or local agency (collectively, the "**Product Safety Laws**"), and that any changes to Goods hereafter made by Seller shall comply with all applicable Product Safety Laws.

16.3. Compliance with the Economic Sanctions Laws.

(a) For purposes of these Terms Section 16.3, the following term "**Affiliated Person**" shall mean any owner (including any principal, shareholder, member or other person or entity having direct or indirect financial interest), officer, director, partner, principal, employee, or any other natural person or legal entity, directly or indirectly, controlling, controlled by, under common control with Seller.

(b) Neither Seller nor any of its Affiliated Persons or agents is a person who (i) is the target of any laws administered by the United States Department of the Treasury's Office of Foreign Assets Control ("**OFAC**"), U.S. Commerce Department, U.S. State Department, European Union, competent European Union Member State authorities, United Nations or any other Government Entity (as further defined in Section 16.4(e)(2) of the Terms) imposing economic sanctions and trade embargoes ("**Economic Sanctions Laws**"), or (ii) is located, organized, or resident in a country or territory that is, or whose government is, the target of sanctions imposed by OFAC or any other Government Entity. Seller shall promptly upon becoming aware thereof notify Buyer if it or any of its Affiliated Persons or agents becomes the target of any Economic Sanctions Laws, or the country or territory where any of them is located, organized, or resident becomes the target of sanctions imposed by OFAC or any other Government Entity.

(c) Seller shall comply with all Economic Sanctions Laws. Without limiting the generality of the foregoing, Seller shall not (i) directly or indirectly import, export, re-export, transship, or otherwise deliver Goods, Services, and respective technology or any portion thereof from and/or

to a person and/or country subject to economic sanctions and trade embargoes; or (ii) broker, finance, or otherwise facilitate any transaction in violation of any Economic Sanctions Law.

(d) Neither Seller nor any of its Affiliated Persons or agents is a person who (i) is currently the subject of any investigation by the **OFAC** or any other Governmental Entity imposing economic sanctions and trade embargoes ("**Sanctions Investigation(s)**"), or (ii) is directly or indirectly owned or controlled by any person who is currently the subject of a Sanctions Investigation. Seller shall promptly upon becoming aware thereof notify Buyer when (i) it or any of its Affiliated Persons or agents becomes the subject of any Sanctions Investigation, or (b) any person who directly or indirectly owns or controls Seller becomes the subject of any Sanctions Investigation.

16.4. Compliance with Anti-Corruption and Anti-Money Laundering Laws.

Seller represents and warrants to Buyer that:

(a) Seller and its Affiliated Persons or agents, and anyone acting on their behalf (collectively, the "**Representatives**") are in compliance with all applicable anti-bribery and anti-corruption laws, including the US Foreign Corrupt Practices Act of 1977 (as amended) and local anti-corruption legislation applicable to Seller and/or its Representatives (collectively, the "**Anti-Corruption Laws**") and also in compliance with any laws, rules, or regulations applicable to Buyer, Seller and its Affiliated Persons, that prohibit engaging in or facilitating financial transactions that promote or conceal unlawful activity in any jurisdiction (the "**Anti-Money Laundering Laws**").

(b) Neither Seller nor any of its Representatives has, directly or indirectly, offered, paid, promised, or authorized the giving of money or anything of value to any:

(i) Government Official;

(ii) person or entity; or

(iii) other person or entity while knowing or having reason to believe that some portion or all of the payment or thing of value will be offered, given, or promised, directly or indirectly, to a Government Official or another person or entity;

for the purpose of:

(iv) influencing any act or decision of such Government Official or such person or entity in his/her or its official capacity, including a decision to do or omit to do any act in violation of his/her or its lawful duties or proper performance of functions; or

(v) inducing such Government Official or such person or entity to use his/her or its influence or position with any Government Entity or other person or entity to influence any act or decision;

in order to obtain or retain business for, direct business to, or secure an improper advantage for Buyer or Seller and its Affiliated Persons.

(c) Neither Seller nor any of its Representatives:

(i) is a Government Official or employs any Government Official or Close Family Member of any Government Official; or

(ii) has a personal, business, or other relationship or association with any Government Official or Close Family Member of any Government Official who may have responsibility for or oversight of any business activities of Buyer or Seller, other than any relationships or associations that have been disclosed in writing to Buyer.

(d) Neither Seller nor any of its Representatives is or has been the subject of any investigation, inquiry, or enforcement proceeding by any court, governmental, administrative, or regulatory body, or customer regarding any violation or alleged violation of any Anti-Corruption Laws and/or Anti-Money Laundering Laws.

(e) For purposes of these Terms:

(e)(1) "**Close Family Member**" means (i) the individual's spouse; (ii) the individual's and the spouse's grandparents, parents, siblings, children, nieces, nephews, aunts, uncles, and first cousins; (iii) the spouse of any persons listed in subcategory (ii); and (iv) any other person who shares the same household with the individual.

(e)(2) "**Government Entity**" means (i) any national, state, regional, or local government (including, in each case, any agency, department, or subdivision of such government); (ii) any political party; (iii) any entity or business that is owned or controlled by any of those bodies listed in subcategory (i) or (ii); or (iv) any international organization, such as the United Nations or the World Bank.

(e)(3) "**Government Official**" means (i) any director, officer, employee, agent, or representative (including anyone elected, nominated, or appointed to be a director, officer, employee, agent, or representative) of any Government Entity, or anyone otherwise acting in an official capacity on behalf of a Government Entity; (ii) any political party, political party official, or political party employee; (iii) any candidate for public or political office; (iv) any royal or ruling family member; or (v) any agent or representative of any of those persons listed in subcategories (i) through (iv) of this Subsection 16.4(e)(3).

(d) Seller has adopted and maintains adequate policies, procedures, and controls to ensure that Seller has complied and is in compliance with all Anti-Corruption Laws and Anti-Money Laundering Laws, including at a minimum policies and procedures relating to prevention of bribery, accounting for financial transactions, due diligence on third parties, and training of personnel.

17. Termination. In addition to any remedies that may be provided under these Terms, Buyer may in its sole discretion, without liability or penalty, terminate this Agreement with immediate effect upon written notice to the Seller, either before or after the acceptance of the Goods or the Seller's delivery of the Services, if Seller has not performed or complied with any of these Terms, in whole or in part., terminate any Individual Transaction If the Seller becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors, then the Buyer may terminate this Agreement upon written notice to Seller. If Buyer terminates the Agreement for any reason, Seller's sole and exclusive remedy is payment for the Goods received and accepted and Services accepted by Buyer prior to the termination.

18. Waiver. No waiver by Buyer of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Buyer. 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.

19. Confidential Information. All non-public, confidential or proprietary information of Buyer and its affiliates, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Buyer to Seller, 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 ("**Confidential Information**") is confidential, solely for the purpose of performing this Agreement and may not be disclosed or copied unless authorized in advance by Buyer in writing. Upon Buyer's request, Seller shall promptly return all documents and other materials received from Buyer. Buyer 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 Seller at the time of disclosure; or (c) rightfully obtained by Seller on a non-confidential basis from a third party.

20. Force Majeure. Neither party shall be liable to the other for any delay or failure in performing its obligations under this Agreement to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that party, without such party's fault or negligence, and which by its nature could not have been foreseen by such party or, if it could have been foreseen, was unavoidable ("**Force Majeure Event**"). Force Majeure Events include, but are not limited to, acts of God or the public enemy, government restrictions, floods, fire, earthquakes, explosion, epidemic, war, invasion, hostilities, terrorist acts, riots, strike, embargoes or industrial disturbances. Seller's economic hardship or changes in market conditions are not considered Force Majeure Events. Seller shall use all diligent efforts to end the failure or delay of its performance, ensure that the effects of any Force Majeure Event are minimized and resume performance under this Agreement. If a Force Majeure Event prevents Seller from carrying out its obligations under this Agreement for a continuous period of more than ten (10) business days, Buyer may terminate this Agreement immediately by giving written notice to Seller.

21. Assignment. Seller shall not assign, transfer, delegate or subcontract any of its rights or obligations under this Agreement without the prior written consent of Buyer. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the Seller of any of its obligations hereunder. Buyer may at any time assign or transfer any or all of its rights or obligations under this Agreement without Seller's prior written consent to any affiliate or to any person acquiring all or substantially all of Buyer's assets.

22. 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.

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23. 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 this Agreement.

24. Governing Law. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the Commonwealth of Virginia without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Virginia or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the Commonwealth of Virginia. The U.N. Convention on Contracts for the International Sale of Goods is hereby expressly excluded.

25. Submission to Jurisdiction. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the Commonwealth of Virginia in each case located in Loudoun County, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

26. 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 Purchase Order 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 or email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage pre-paid). Any Notice is effective (a) upon receipt by the receiving party (in case of personal delivery) or in 3 business days after being sent by certified mail, overnight courier, facsimile or email to the receiving party's specified address), and (b) if the party giving the Notice has complied with the requirements of this Section.

27. 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.

28. 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: Section 11 (Warranties), Section 12 (General Indemnification), Section 13 (Intellectual Property Indemnification), Section 14 (Limitation of Liability), Section 15 (Insurance), Section 16 (Compliance with Laws, Section 19 (Confidential Information), Section 24 (Governing Law), Section 25 (Submission to Jurisdiction), and Section 28 (Survival).