

**NTHDEGREE TECHNOLOGIES WORLDWIDE INC
TERMS AND CONDITIONS OF SALE**

These Terms and Conditions of Sale are incorporated by reference into every quotation, acknowledgement and invoice issued by NthDegree Technologies Worldwide Inc (“Company”), or any entity affiliated with Company (collectively, “Seller”).

1. **ACCEPTANCE.** The Quotation accompanying these Terms and Conditions of Sale (“Terms”) is an offer by NthDegree Technologies Worldwide Inc (“Seller”) to the person set forth on the Quotation (“Buyer”) for the sale of the products and/or services (collectively, “Product(s)”) listed in the Quotation and is governed by these Terms. Any of the following acts by Buyer shall constitute its acceptance of the Quotation and these Terms in their entirety: (a) acknowledging the Quotation; (b) issuing a purchase order, release or other similar document for the Product(s) on the same or substantially the same terms as reflected on the face of the Quotation; (c) accepting delivery of the Product(s); or (d) by other conduct which fairly recognizes the existence of a contract for the purchase and sale of the Product(s). Once accepted in accordance with the foregoing, the Quotation, these Terms, the applicable delivery specification worksheet(s) issued by Seller, any documents referenced therein, and any other documents signed by an authorized representative of each party, shall constitute the “Agreement.” Neither the Quotation, any acknowledgement document or other document issued by Seller nor Seller’s manufacture or delivery of any Product(s) shall constitute an acceptance of any terms and conditions attached to or purportedly incorporated into any purchase order or other document issued by Buyer, and any such general terms and conditions issued by Buyer are specifically excluded and are not incorporated into the Agreement. Seller hereby objects to any additional or different terms proposed by Buyer, whether in its purchase orders, RFQ materials or otherwise, as unacceptable to Seller, and such proposed additional or different terms shall not become part of the Agreement (or otherwise a part of any contract between Seller and Buyer) and shall have no effect with respect to any purchases of Product(s) by Buyer. Seller’s performance under any accepted purchase order or release issued by Buyer is expressly limited to and conditioned upon Buyer’s acceptance of the terms of the Quotation and these Terms exclusively. Notwithstanding the foregoing, no individual purchase order or release submitted by Buyer shall be deemed to be accepted by Seller unless and until confirmed in writing by Seller or Seller commences work.

2. **PRICING.** The price(s) for the Product(s) are listed in the Agreement or, where no price is listed in the Agreement, the price listed in Seller’s then-current published price list, and are based on shipment being made EXW Seller’s facility (Incoterms 2010) unless Seller agrees in writing to other shipment terms. In addition to the price of the Product(s) as stated in the Agreement, any and all taxes (not including any income or excess profit taxes) that may be imposed by any taxing authority, arising from the sale, delivery, or use of the Product(s) and for which Seller may be held responsible for collection or payment either on its own behalf or on behalf of Buyer, shall be paid by Buyer to Seller upon Seller’s request within ten (10) days. Seller reserves the right to increase prices ten (10) days following written notice in the event Seller incurs increases in its raw material, labor or other costs that arise after the date of the Quotation. Any engineering or other change to the Products by Buyer will permit Seller to re-quote the Products in their entirety. In the event that any change to the Products results in the obsolescence of any raw material or supplies reasonably purchased by Seller, Buyer shall pay for such costs prior to the delivery of any modified Products. Seller shall also be able to re-quote the price for the Products if Buyer wants to extend the term of the underlying Purchase Order from the term contained in the Agreement.

3. **SHIPMENT, DELIVERY, TITLE, RISK OF LOSS AND RIGHT OF POSSESSION.** Shipment or delivery dates are estimated and not guaranteed and are based upon Seller’s prompt receipt of all information required for manufacture or provision of the Product(s) or otherwise. Seller will use commercially reasonable efforts to ship or deliver the Product(s) on the date(s) specified in the Agreement, but shall not be liable for delays in shipment or delivery, unless any such delay is of unreasonable length and is solely the fault of Seller. Title and the risk of loss of or damage to all Products sold will pass to Buyer upon delivery of the Products as determined by the Incoterms delivery term. Until the Product(s) has been paid for in full, Buyer or any agent of Buyer: (a) will hold the Product(s) subject to a security interest or lien in favor of Seller allowing for the right of re-possession by Seller to the extent permitted by applicable law, and (b) will not alter, remove, destroy, or damage

any identifying mark on the Product(s) or their packaging. Seller may take possession of the Product(s) under this provision at any time after payment for the Product(s) or any other payment owed to Seller has become due.

4. **RELEASES.** Buyer and Seller will work in good faith to establish a forecast for Buyer's requirements for the Products. Buyer will provide Seller with a rolling twelve (12) month forecast of its requirements for the Products. The most recent three (3) months of the forecast will be fixed and may not be increased or decreased without Seller's prior written consent. Seller will not be liable for any direct or indirect loss or costs or damages, charges or expenses caused by any delay in delivering Products nor will any such delay entitle the Buyer to terminate or rescind the contract. In lieu of such damages against Seller for deliveries not in conformity with any release, Seller will maintain one week of safety stock in finished Products in its distribution warehouse. In the event Buyer's actual delivery requirements exceed anticipated delivery quantities as set forth on the firm releases, Buyer will pay for all financial aspects associated with expedited freight until the supply chain has caught up with orders. If the Agreement contains a maximum daily/weekly/monthly/annual quantity ("MCR"): (a) Seller is not obligated to manufacture or ship Products in excess of the MCR; (b) Seller is not be obligated to increase its capacity to supply Buyer in excess of the MCR in the absence of mutual agreement; and (c) the parties must agree to new pricing and a delivery schedule before Seller ships to the higher quantity above the MCR.

5. **INSPECTION; ROOT CAUSE ANALYSIS.** The remedies afforded Buyer under Section 8 below shall be exclusive for any non-conforming Product(s) but shall be unavailable to Buyer if Buyer inspected or reasonably should have inspected the Product(s) and could have discovered the non-conforming Product(s) upon such inspection. After identifying any non-conforming Product(s) and so notifying Seller as required under Section 8 below, Buyer will provide Seller the results of its internal root cause analysis of the non-conformance(s) within five (5) days together with any other information requested by Seller relating to the non-conformance(s). Buyer shall further cooperate with Seller in a joint root cause analysis led by Seller, and in developing and implementing corrective action programs or other plan(s) to remediate potential failures that may have contributed to such non-conformance(s), which cooperation shall include, without limitation, providing Seller and its agents reasonable access to Buyer's personnel and operations. Buyer shall retain a sample of each Product together with a record of the Product name, production date, and production number for such sample for at least one (1) year from the date of delivery.

6. **PAYMENT.** Unless otherwise provided on the Agreement, payment for the Products shall be made "net 30 days" after delivery in US dollars via electronic funds transfer. Buyer shall not delay payment for goods pending inspection under Section 5 above. In the event that Seller has reasonable doubt as to Buyer's credit worthiness, in the event of a substantial risk of its claim to payment due to declining assets of Buyer, or in the event that Buyer is in arrears with respect to payment for Products, Seller may require advance payment or collateral from Buyer. If Buyer becomes delinquent in payment, Seller shall have the right, in addition to any other rights it may have, to cancel any order of Buyer, to recall or withhold further deliveries, and declare all unpaid amounts for any Product(s) previously delivered immediately due and payable. All amounts past due may be, in Seller's discretion, subject to an interest charge of 1.5% per month. To secure payment of the price payable under the Agreement and performance of all of Buyer's obligations under the Agreement, Buyer hereby: (a) grants to Seller a security interest in all Product(s); and (b) authorizes Buyer to file such financing statements and other documents, and agrees to execute such other documents and to do such other acts, as Seller may reasonably deem necessary or advisable to protect its rights in such Product(s). In the event Buyer breaches the terms or conditions of the Agreement, Seller shall have all the rights and remedies of a secured creditor under the Uniform Commercial Code. Seller is hereby granted a power of attorney on behalf of Buyer to execute all appropriate documents (including financing statements) to perfect and record such security interest.

7. **PACKAGING.** The Products to be delivered hereunder shall be packaged and shipped in accordance with the Agreement or in the absence of any provisions in the Agreement, in accordance with sound commercial practice. Unless otherwise stated in the Agreement, export or other special packaging will be additional charge to the Buyer.

8. LIMITED WARRANTY.

(a) Seller warrants to Buyer that, at the time of delivery, the goods will be free from material defects in material and workmanship and will conform to the applicable final specifications as stipulated in the Agreement. The length of the warranty will be stated on the face of the Agreement but in no event greater than two (2) years from the date of delivery. Non-conformance of the Products with this warranty shall be determined by a root cause analysis as set forth in Section 5. Unless specifically set forth in the Agreement, Seller is not responsible for or liable to Buyer in damages (for breach of warranty or otherwise) arising out of or related to the selection of the Products for Buyer, the integration of the Products into any goods manufactured by Buyer, *placement* of the Products within Buyer's goods and/or additional protection of the Products as a result of the environment in which it operates. Conformance of the Products to Buyer's written specifications is an absolute defense to warranty liability. In the event that the Products are non-conforming, Seller's sole liability to Buyer and/or Buyer's customer(s) and Buyer's and/or Buyer's customer's sole remedy under this warranty (whether or not the non-conforming Products have been installed in other products and must be the subject of a recall or service action) is limited to the repair or replacement of the non-conforming Products; provided, however, that written notice that the Products are non-conforming must be given by Buyer to Seller within ninety (90) days after the delivery of the goods (or, if Buyer's inspection of the goods could not have uncovered the non-conformance, within thirty (30) days after discovery). Transportation charges for the return of purportedly non-conforming Products to Seller and the shipment of replacement Products to Buyer will be borne by Seller only if such goods are returned in accordance with Seller's written instructions.

(b) Seller warrants to Buyer that it has conveyed good title to the Products sold hereunder. Seller's liability and Buyer's remedy under this warranty is limited to the removal of any title defect or, at Seller's election, the replacement of the goods which are in the defective title.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED IN LIEU OF (i) ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; AND (ii) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY IN CONTRACT OR TORT, WHETHER OR NOT ARISING FROM SELLER'S NEGLIGENCE. THE REMEDIES OF THE BUYER SHALL BE LIMITED TO THOSE PROVIDED HEREIN TO THE EXCLUSION OF ANY AND ALL OTHER REMEDIES, INCLUDING WITHOUT LIMITATION, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES. NO AGREEMENT VARYING OR EXTENDING THE FOREGOING WARRANTIES, REMEDIES OR THIS LIMITATION WILL BE BINDING UPON SELLER UNLESS IN WRITING AND SIGNED BY A DULY AUTHORIZED OFFICER OF SELLER.

9. **PROTOTYPES, PRODUCTS IN DEVELOPMENT AND SAMPLES.** All prototypes, products in development, test products and samples are provided by Seller "AS IS WHERE IS" without warranty of any kind whether express or implied and are expressly not covered by the warranties set forth herein.

10. **TERMINATION.** Seller may terminate the Agreement with Buyer as a result of Buyer's: (a) breach of any representation, warranty or other term of the contract; (b) repudiation, breach or threat to breach any of the terms of the contract; (c) making an assignment for the benefit of creditors, or proceedings in bankruptcy or insolvency are instituted by or against Buyer; (d) request for accommodation from Seller, financial or otherwise, in order to meet its obligations under the contract; (e) entering or offering to enter into a transaction that includes a sale of a substantial portion of its assets or a merger, sale or exchange of stock or other equity interests that would result in a change in control; (f) at any time in the Seller's sole judgment Buyer's financial or other condition endanger Buyer's ability to perform; (g) failure to pay Seller any new prices for Products as required per the pricing adjustments provided for in Section 2; or (viii) failure to reach agreement with Seller on new pricing in any circumstance in which Seller is entitled to re-quote the Products as provided in Section 2. Buyer may terminate the Agreement only upon a material breach by Seller which remains uncured for forty-five (45) days after the date of Seller's receipt of written notice of such breach from Buyer, together with all necessary supporting details concerning such breach, or as otherwise agreed in writing by Seller. If the Agreement is terminated prior to delivery of the Product(s) for any of the foregoing reasons, in addition to all other rights Seller may have hereunder or other at law or in equity, Buyer shall, within thirty (30) days, pay to Seller: (i) the contract price for all finished

Product(s) manufactured prior to termination; (ii) the cost of all work in process, as reasonably determined by Seller; (iii) the cost of all raw materials and components purchased by Seller in connection with the Agreement, as reasonably determined by Seller; Buyer; (iv) all costs anticipated by Seller to be amortized in the piece price over the expected volumes of the term (including, without limitation, for capital equipment, tooling and machinery); (v) all other costs incurred by Seller prior to termination directly connected with the Product(s) to be provided under the Agreement, as reasonably determined by Seller; and (vi) Seller's costs for settling claims or disputes with its sub-contractors in connection with component parts, raw materials, or services related to the Product(s). In addition to the foregoing, Seller may terminate the Agreement, in whole or in part, for convenience upon thirty (30) days prior written notice to Buyer.

11. **EXCUSABLE DELAYS.** Seller shall not be liable for any failure to perform or delay in performance when due to delays caused by acts of God, compliance in good faith with any applicable foreign or domestic government regulation or order, fires, floods, windstorms, other natural disasters, epidemic, pandemic or similar health crises, riots, wars, labor disputes (including strikes or lockouts), inability to obtain power or other utilities, components, materials, transportation, or equipment or any other cause beyond the reasonable control of Seller.

12. **LIMITATION ON LIABILITY.** IN THE EVENT ANY REMEDY UNDER THESE TERMS FAILS OF ITS ESSENTIAL PURPOSE AND MONETARY DAMAGES MAY BE IMPOSED, SELLER'S LIABILITY, WHETHER FOUNDED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, ARISING OUT OF OR RESULTING FROM (a) THE AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF, (b) THE DESIGN, MANUFACTURE, DELIVERY, SALE, REPAIR, REPLACEMENT OF THE PRODUCTS, AND/OR (c) THE USE OF ANY SUCH PRODUCT OR THE FURNISHING OF ANY SUCH SERVICE IS LIMITED TO THE AGGREGATE PURCHASE PRICE FOR THE NON-CONFORMING PRODUCTS AT ISSUE.

IN NO EVENT SHALL SELLER BE LIABLE TO BUYER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, OPERATIONS SHUTDOWN OR OTHER BUSINESS INTERRUPTION EXPENSES, DAMAGES TO AND/OR ARISING IN CONNECTION WITH ANY THIRD-PARTY COMPONENT(S), INJURY TO REPUTATION OR LOSS OF CUSTOMERS, RECALL, OR REMOVAL AND/OR REINSTALLATION COSTS.

13. **TOOLING.** Between Buyer and Seller, Seller has all right, title, and interest to any tooling designed or manufactured by or for Seller for use in production of the goods or any component of the goods regardless of any order for, or payment by, Buyer for any such tooling. If Buyer has fully paid the amount of tooling assistance or other payment related to any such tooling, as set forth on the face of the Agreement or a separate tooling agreement, then Buyer may request that the tooling be destroyed or disposed of by Seller at the expiration or termination of the contract if the tooling is not used by Seller for production of any goods or components for other Seller business. Under no circumstance will such tooling be released to Buyer or any third party or will Buyer or anyone acting on behalf of Buyer be allowed to possess or obtain any such tooling.

14. **INTELLECTUAL PROPERTY.** Seller is the exclusive owner of all Intellectual Property (as defined below). Buyer agrees that it has no basis upon which to contest Seller's rights as the exclusive owner throughout the world of the entire right, title and interest in the Intellectual Property, and Buyer shall have no right to challenge or contest such ownership or the validity of any Intellectual Property in any country. Buyer shall not acquire any right, title or interest in any Intellectual Property by reason of the Agreement or otherwise, and the Intellectual Property shall be used by Buyer solely in connection with and as strictly necessary to Buyer's manufacture, sale and distribution of the Products as incorporated into Buyer's finished goods. The term "Intellectual Property" means all rights in and to all inventions and/or works and any and all patents, patent applications, trademarks, trade secrets, know-how, copyrights, works of authorship, expression or design, whether or not copyrightable, data, specifications and documentation, and other industrial or intangible property of a similar nature used in connection with, embodied in or otherwise relating to the Products; all rights pursuant to grants and/or registrations worldwide filed or otherwise made in connection with or otherwise relating to the Products and

all other rights with respect thereto; all rights under current or potential applications for any such grant or registration, and all rights under amendments, continuations, divisions and continuations-in-part of such applications; all rights under corrections, reissues, patents of addition, extensions and rules of any such grant, registration and/or right; and all intellectual, confidential or proprietary information used to design, draw up, conceive of, manufacture and have manufactured the Products. Buyer shall have no right, title or interest in any Intellectual Property, except that Buyer is hereby granted a limited, revocable and non-transferable right to distribute the Products containing Intellectual Property incorporated into Buyer's finished goods subject to the terms of the Agreement. Buyer agrees that it will not attempt in any manner to grant, convey, sell, assign or otherwise transfer any right, title or interest in any Intellectual Property to any other person or entity. Buyer shall not claim or represent, directly or indirectly, that it is the inventor of the Intellectual Property or that it has in any way developed any of the Products or otherwise any methodologies, applications, processes or technologies relating to the Products. Notwithstanding the fact that Seller owns the Intellectual Property, Buyer agrees that, except for a breach of the warranty set forth in Section 8, Buyer shall be solely responsible for the Products in every respect, including without limitation the application and use of the Products, Buyer's finished goods, and the marketing and promotional claims and materials related to the finished goods, and Buyer hereby forever waives and disclaims, for itself and its successors and assigns, any claim in violation of the foregoing. Notwithstanding anything herein to the contrary, in the event Buyer acquires any right in or to Intellectual Property, by operation of law or otherwise, such rights are deemed and are hereby irrevocably assigned to Seller without further action by either party; provided, however, that Buyer will cooperate with and do all acts necessary or requested by Seller in furtherance of the foregoing without consideration other than consideration set forth in the Agreement. Seller shall conduct, at its own expense, the entire defense of any claim, suit or action alleging that the use or resale by Buyer or any subsequent purchaser or user of the Products directly infringes any U.S. patent, but only on the condition that (a) Seller receives prompt written notice of such claim, suit or action and full opportunity and authority to assume the sole defense thereof, including settlement and appeals, and all information available to and the cooperation of Buyer for such defense; (b) the Products were made according to a specification or design furnished by Seller, or, if a process patent is involved, the process was recommended in writing by Seller; and (c) the claim, suit, or action is brought against Buyer or an entity expressly indemnified by Buyer. Provided all of the foregoing conditions have been met, Seller shall, at its own expense, settle said claim, suit or action or shall pay all damages excluding any and all incidental, indirect, accidental or consequential damages, and costs awarded by the court therein ("Seller's Defense Obligation"). In addition, if the use or resale of such goods is finally enjoined, Seller shall, at Seller's option, (i) procure for Buyer the right to use or resell the Products, (ii) replace the Products with equivalent non-infringing goods, (iii) modify the Products so they become non-infringing but equivalent, (iv) refund the purchase price (less a reasonable allowance for use, damage and obsolescence) to the Buyer.

15. INDEMNIFICATION. To the fullest extent permitted by law, Buyer expressly agrees to indemnify, defend and hold harmless Seller, its affiliates, officers, directors, employees, agents, successors and assigns ("Indemnitees") and defend the Indemnitees from and against any and all claims, liabilities, lawsuits, losses, costs, expenses, or damages (including reasonable attorney and professional fees) of any kind or nature whatsoever, including, without limitation, claims for personal injury (including death) or property damage, whether such claims are premised on contract, tort or otherwise, including strict liability, which arise out of or result from, or are in any way related to the Agreement and/or the Product(s) sold hereunder, except to the extent of Seller's willful misconduct or gross negligence.

Seller's obligation to indemnify, defend and hold Buyer harmless arising from any set of facts is limited to: (a) claims brought by third-parties unrelated to Buyer; (b) the damages are caused by a materially non-conforming Product and/or Seller's gross negligence and/or willful and intentional misconduct; and (c) Buyer is without fault. Seller will conduct the defense of the claim in accordance with Seller's Defense Obligation set forth above. All liability shall be apportioned in relation to the fault of Seller, Buyer and any third party which might be liable. Seller shall have no indemnification obligation whatsoever to the extent that the claims, liabilities, lawsuits, losses, costs, expenses, or damages arise from, are attributable to and/or caused by, in whole or in part: (i) unauthorized or improper installation, alteration, repair, maintenance (including failure to provide appropriate maintenance), storage, handling or operation of the Product(s) by Buyer or any third party; (ii) failure of the Product(s) to comply with any applicable environmental, land use or other laws, statutes, regulations, rules, ordinances, guidelines, or permitting or other requirements; (iii) any equipment, component, system, or assembly not manufactured or sold by

Seller and/or the integration, incorporation, interaction, connection, placement, or use of conforming Product in or with any such equipment, component, system, or assembly; or (iv) any of (A) misuse, neglect, accident, abuse, or vandalism or any transit related damage, (B) acts of God or insurrection, (C) normal wear and tear, or (D) any other acts that are beyond Seller's reasonable control.

16. **INVOICE DISPUTE: SETOFF.** Buyer shall notify Seller in writing of any dispute with any invoice (along with substantiating documentation and a reasonably detailed description of the dispute) within ten (10) days from the date of such invoice. Buyer will be deemed to have accepted all invoices for which Seller does not receive timely notification of dispute, and shall pay all undisputed amounts due under such invoices within the period set forth in this Section 16. The parties shall seek to resolve any invoicing disputes expeditiously and in good faith. Notwithstanding anything to the contrary, Buyer shall continue performing its obligations under the Agreement during any such dispute, including Buyer's obligation to pay all due and undisputed invoice amounts in accordance with the terms of the Agreement. Buyer acknowledges and agrees that it may not set off or otherwise debit against or recoup from any amounts due or to become due to Seller, any amounts due or become due to Buyer, unless and until Seller agrees in writing to such setoff or recoupment, and shall not exercise any right to setoff or recoupment in connection with any disputed, contingent, or unliquidated claim. In the event Buyer fails to the comply with the foregoing and improperly sets off, debits or recoups from amounts due or to become due to Seller, Seller shall be entitled, in addition to all of its other rights hereunder or otherwise, to suspend performance of its obligations hereunder, until Buyer reverses such improper setoff, debit and/or recoupment.

17. **CONFIDENTIALITY.** Any and all information, in whatever form transmitted, and items embodying information (including photographs, samples, models, prototypes) disclosed by or on behalf of Seller to Buyer or to which Buyer is exposed, including, without limitation, manufacturing methods, procedures, processes, technologies, know-how, trade secrets, formulas, ideas, inventions, drawings, specifications, product data, designs, software, business plans, marketing plans, business operation information, financial information, pricing information, strategies, customer lists, and any representations, compilations, analysis, and summaries of the foregoing ("Confidential Information") shall be held by Buyer in strict confidence and used solely for the purpose of doing business with Seller. Buyer shall restrict access to and limit disclosure of Seller's Confidential Information to only those of Buyer's employees, directors, officers, and advisors with a need to know the information to accomplish the purpose of the Agreement, provided that they have been instructed and are bound in writing not to disclose the Confidential Information or use it for any purpose other than as permitted under the Agreement and that Buyer shall at all times be fully liable to Seller for any breach of the Agreement by such persons and any entities. Buyer shall not disclose or transfer any of Seller's Confidential Information, either directly or indirectly, to any other person or entity without the written consent of Seller.

18. **BUYER'S COMPLIANCE WITH LAWS.** In the performance of the Agreement, Buyer shall fully comply with all applicable laws, statutes, rules, regulations, conventions, orders, standards and ordinances, including, without limitation, all applicable anti-corruption laws, including, without limitation, the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act 2010, as such acts may be amended from time to time.

19. **EXPORT CONTROLS.** Seller and Buyer acknowledge and agree that the Product(s) sold hereunder are subject to export controls imposed by the United States government under various federal laws. Buyer agrees that it will not export or re-export or otherwise transfer any Product(s) or technical data provided hereunder to any country, person, entity or end-user subject to U.S. export restrictions. Buyer specifically agrees not to export or re-export the Product(s) or technical data hereunder: (a) to any country or party to which the United States has, at the time of the transfer, embargoed or restricted the export or re-export of the relevant products or services; (b) to any end-user who Buyer knows will utilize the Product(s) or technical data for any purposes prohibited by applicable law or regulations including, without limitation, in the design, development or production of nuclear, chemical or biological weapons; or (c) to any end-user who has been prohibited from participating in U.S export transactions by any federal agency of the U.S. government. Seller may refuse to enter into or perform any order, and may cancel any order, if it determines, in its sole discretion, that entry into or performance of such order would violate any applicable law or regulation of the United States or any other government.

20. **GOVERNMENT CONTRACTS.** Buyer shall not resell Product(s) (including by incorporation into other goods or services) to any governmental authority or its respective agencies without Seller's prior written approval. Unless otherwise separately agreed in writing between Seller and Buyer, no provisions required in any U.S. government contract or subcontract related thereto shall be a part of the Agreement or imposed upon or binding upon Seller, and the Agreement shall not be deemed an acceptance of any government provisions that may be included or referenced in any purchase order or other document issued by Buyer.

21. **ASSIGNMENT.** Buyer may not assign the Agreement, in whole or in part, without the prior written consent of Seller. Any attempted assignment or subcontracting by Buyer without such consent shall be ineffective and will not relieve Buyer of its duties or obligations under the Agreement. In the event of a proper assignment, the contract shall be binding upon and inure to the benefit of Buyer's successors and assigns.

22. **RELATIONSHIP OF THE PARTIES.** Buyer and Seller are independent contractors, and nothing contained herein makes either party the agent or legal representative of the other party for any purpose. Neither party has authority to assume or create any obligation on behalf of the other party.

23. **GOVERNING LAW, JURISDICTION, FEES AND STATUTE OF LIMITATIONS.** The validity, interpretation and enforcement of the Agreement, matters arising out of or related to the Agreement or its making, performance or breach, and any and all related matters shall be governed by the laws of the state of Arizona. 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. The parties hereby irrevocably and unconditionally submit to the exclusive jurisdiction of the applicable state and federal courts of the state of Arizona. Buyer shall pay Seller's reasonable attorney fees, costs, and expenses incurred in enforcing any provision of the Agreement. Any legal action arising out of or related to the Agreement, whether alleging breach of warranty or other breach, default or tortious act by Seller, must be brought by Buyer, or any other person making a claim under the Agreement, within two (2) years after the date of the receipt of the Product(s) sold herein, or one (1) year after Buyer or such person could reasonably have discovered the basis for the action, whichever comes first.

24. **WAIVER.** No waiver shall be effective unless it is in writing. The failure of Seller to require performance under any provision of the Agreement shall in no way affect Seller's right to require full performance at any subsequent time, nor shall the waiver by Seller of a breach of any of the terms and conditions of the Agreement constitute a waiver of any other breach of the same or any other term.

25. **SEVERABILITY; SURVIVAL.** If one or more provisions of the Agreement should be or become invalid or unenforceable, the remaining provisions of the Agreement shall remain in full force and effect, and the parties shall substitute the invalid or unenforceable provision with a valid provision that, as closely as possible, achieves the same business purpose as the invalid or unenforceable provision. These Terms shall survive and continue in full force and effect following the expiration, cancellation or termination of the Agreement.

26. **ENTIRE AGREEMENT; HEADINGS.** The Agreement contains the entire understanding of the parties and is intended as a final expression of their agreement and a complete statement of the terms thereof, and may not be amended, modified or otherwise supplemented unless any such amendment, modification, or supplementation is done so in writing and explicitly references the Agreement and is signed by authorized representatives of each party. Section headings are provided for the sake of convenient reference only and are entirely without substantive effect.