

UHS USA, Inc.

Terms and Conditions of Sale

The following terms and conditions of sale ("Terms and Conditions") shall control the sale of products and/or services (individually a "Product" and collectively "Products") from UHS USA, Inc. ("Seller") to the buyer of such Products (the "Buyer")

1. GOVERNING TERMS AND CONDITIONS:

- a. These General Conditions of Sale shall be applicable to all sales contracts, offers, order acknowledgements, purchase orders, invoices and deliveries by Seller to the buyer named on the face hereof or named in the purchase order referenced hereby ("Buyer"), for the referenced Products. References herein to "the Contract" relate to any sales contracts, offers, order acknowledgements, purchase orders, confirmations, invoices and deliveries (as applicable) to which these Terms and Conditions apply.
- b. Seller hereby expressly rejects and refuses any general or specific purchase conditions or any additional or inconsistent terms or conditions offered by Buyer at any time and irrespective of Seller's acceptance of payment, delivery of product, performance hereunder, or receipt or acknowledgement of receipt of any such conditions. No other agreements or general conditions shall be applicable or shall set aside these Terms and Conditions of Sale unless expressly agreed to in writing by an authorised officer of Seller. Buyer represents that Buyer has received and accepted these Terms and Conditions prior to or simultaneously with initiation of the Contract to which these Terms and Conditions relate and acceptance of Products by Buyer shall constitute confirmation of such acceptance of these Terms and Conditions. Unless otherwise agreed in a writing signed by an authorised officer of Seller, these Terms and Conditions contain the complete and exclusive agreement between Seller and Buyer concerning the Product and merges and supersedes all prior understandings and representations (oral or written) between the Parties concerning any Contract to which they relate.
- c. Seller's silence in response to an order placed by Buyer shall not be construed as acceptance. The placing of an order by the Buyer, whether or not based upon quotation, shall not be binding on the Seller, unless accepted by it in writing.
- d. The Seller reserves the right without prior notice to effect modifications and design changes and to discontinue manufacture of any goods as part of a continuous programme product development.
- e. For the avoidance of doubt, where Buyer is, under separate contract, serving in the capacity of designer, architect or other representative of a 3rd party that will pay for or use the Product, and has ordered the Product on behalf of such 3rd party, Buyer shall nevertheless remain fully liable and responsible under these Terms and Conditions to fulfil all obligations of the Buyer, including payment, unless otherwise expressly and specifically agreed by Seller in a writing signed by Seller, Buyer and the 3rd party.

2. DELIVERY:

- a. All Products shall be shipped and priced FCA (Incoterms 2010) Buyer's office or designated location. Buyer agrees to pay for all transportation charges after the Product has been delivered to the carrier and to reimburse Seller for any transit insurance or freight pre-paid by Seller.
- b. Unless otherwise directed by Buyer in writing more than 5 working days prior to the date of shipment: (i) Seller may select any reasonable method of shipping and shall pack the Product in standard commercial packaging; and, (ii) Seller may select any reasonable method of shipment. However, in the event of special shipping instructions provided by Buyer, Seller reserves the right to alter these instructions for hazardous materials covered by the United States Department of Transportation. Where additional packaging is required by regulation, at Buyer's direction or in the sole reasonable discretion of Seller, Buyer shall bear the additional cost and expense attendant thereto. Buyer shall be advised of any such additional charges prior to shipment.
- c. Seller reserves the right to make delivery in instalments, all such instalments to be separately invoiced and paid for when due per invoice, without regard to subsequent deliveries. Delay in delivery of any instalment shall not relieve Buyer of Buyer's obligations to accept and pay for remaining deliveries.
- d. Each shipment by Seller shall be treated as a separate and distinct unit with respect to forwarding, terms of payment, and the making of claims by Buyer; however, if Buyer defaults in the payment of any obligation to Seller or any installments thereof, under any agreement between Buyer and Seller, or if Buyer refuses to accept any goods when tendered for delivery hereunder or under any other contract between Buyer and Seller, Seller may, on fifteen (15) days written notice to Buyer without prejudice to Seller's other lawful remedies, either defer further performance until the defaulted payments are made in full, or make future deliveries for cash in advance only, or treat the entire contract or contracts with Buyer as breached by Buyer and pursue its remedies for breach.
- e. Goods offered to be purchased by the Buyer which are out of stock will be placed on backorder unless the Buyer shall specify Ex-stock or Cancel in its order.
- f. The time for delivery shall be calculated from the date of acceptance of order by the Seller or from the date of its receipt of all information required to fulfil the order, if later. The time for delivery shall not be of the essence of the contract.

3. TITLE; RISK OF LOSS; SECURITY INTEREST:

- a. Delivery of the Product to Buyer's office or designated location shall constitute delivery to Buyer at which time both title and all risk of loss or damage to the Product or any part thereof shall pass to Buyer.
- b. Buyer will promptly unload each shipment at its own risk and expense, including any demurrage or detention charges. Buyer shall have the responsibility of filing any damage claims with the carrier. No delay by Buyer in collection of the Product will alter this risk of loss provision and Buyer is responsible for storing and protecting the Product in the event of such delay in Buyer's collection.
- c. In states and jurisdictions which have adopted the Uniform Commercial Code, this contract shall serve as the security agreement, reserving in Seller a security interest in the Products and all proceeds thereof until full payment of purchase price by Buyer. Seller shall have all rights and remedies of a secured party under the Uniform Commercial Code in the event of a breach or default by Buyer of any of its obligations hereunder. Buyer hereby appoints Seller as Buyer's agent and attorney-in-fact to execute and to file such financing statements and other documents as may be necessary to perfect said security interest. The provisions of the Uniform Commercial Code regarding security interest shall have preference and apply if inconsistent with other terms of the conditions of sale herein.
- d. Notwithstanding the foregoing, in jurisdictions where the Uniform Commercial Code does not apply, title to the merchandise shall remain in the Seller or its assigns until full payment of the purchase price.

4. DELAY; FORCE MAJEURE:

- a. Each purchase order submitted by Buyer is accepted by Seller on the basis that time is not of the essence. Delivery dates are approximate and based upon all information being received from Buyer. Seller shall have no liability to Buyer for Seller's delay or default in delivery due to Force Majeure.
- b. Force Majeure shall be defined as including, without limitation: strikes, secondary boycotts, riots, fires, floods or other acts of God, explosions, vandalism, government embargoes, priorities or regulations, transportation delays, shortages of labor, fuel, materials, supplies, power, transportation facilities, labor disputes, casualty or accident, lack or failure of transportation facilities, epidemic, cyclone, drought, declared or undeclared war, revolution, civil commotion, terrorism or acts of public enemies, blockage or embargo, or by reason of law, proclamation, ordinance, demand, or requirement of any governmental or ruling authority, including, without limitation, any denial by a governmental authority of appropriate export authorization, changes in the product specifications, amount, delivery schedule or method of shipment, or other causes beyond Seller's reasonable control.

5. INSPECTION AND ACCEPTANCE:

Upon arrival at the destination point or Buyer's receipt of any order shipped hereunder, whichever first occurs, Buyer shall immediately inspect said order and shall notify Seller in writing within seven (7) days of such date of any claims of shortages, defects, damages or any other respect in which Buyer alleges the Product to be non-conforming and shall safely hold such order for Seller's written instructions concerning disposition. If Buyer fails to notify Seller in writing within the said seven (7) day period, then such order and the Product shall be conclusively deemed to conform with these Terms and Conditions and to have been irrevocably accepted by Buyer.

6. PRICE AND PAYMENT:

- a. The Product prices set forth on the face of the Seller quote or order acknowledgement to which these Terms and Conditions relate exclude all applicable taxes, fees and duties unless otherwise provided in writing. Seller reserves the right to increase the prices for the Products at any time and for any reason, including without limitation, as a result of an increase in the price of materials, including, without limitation, metals and chemicals used to manufacture the Products. Buyer shall bear any increases, after the date of this contract, in or any new imposition of duties, levies or taxes relating to the product sold hereunder. Buyer shall further bear any additional cost and expense to Seller due to increases, subsequent to the date of this contract, in freight or insurance rates pertaining to the product sold. The same shall apply to currency exchange fluctuations. Any tax or other government fee or charge upon the production, sale, use, import/export and/or shipment of the Products, including without limitation, taxes, fees or charges on the raw materials used to produce the Products, now imposed or hereafter becoming effective, shall be added to the price of the Products and shall be paid by Buyer, along with shipping and insurance costs and any other costs associated with packaging and delivery.
- b. Payment in full and cleared funds is due prior to dispatch of Product by Seller, unless credit terms have been agreed. In all events, time for payment shall be of the essence of the contract. Payment made by the means of a cheque, bill or documentary credit shall be deemed to be effected when honored and all costs of discounting and encasing shall be borne by the Buyer.
- c. Where credit terms have been agreed, payment for the Products shall be due within thirty (30) days from the date of Seller's invoice. Monthly Credit Account terms are full payment by last working day of the month following invoice date.
- d. Past due amounts shall be subject to interest charges in the amount of one and one-half percent (1.5%) per month or the maximum amount allowed by law, whichever is less. If any particular invoice is not paid when due, Buyer agrees to pay all collection costs if this account is referred outside for collection or, if legal action is brought to collect this account, Buyer agrees to pay all costs and reasonable attorneys' fees, including all costs and reasonable attorneys' fees incurred on any appeal.

7. INTELLECTUAL PROPERTY:

Unless otherwise specifically agreed to in writing by an authorised officer of Seller, all drawings, techniques, processes, inventions, patents, patent applications and other intellectual property (i) now owned by Seller, (ii)

created or owned hereafter by Seller outside the scope of the Purchase Order or the agreement under which a Purchase Order is submitted (the "Agreement") or (iii) created by Seller or jointly by Seller and Buyer in connection with the Purchase Order or Agreement (collectively, "Seller's Intellectual Property") shall be and remain Seller's property. Seller grants no license or other right to Buyer in Seller's Intellectual Property, whether now owned or hereafter created. Unless otherwise specifically agreed to in writing by Buyer, all drawings, techniques, processes, inventions, patents, patent applications and other intellectual property owned by Buyer on the effective date of the Purchase order ("Buyer's Intellectual Property") shall be and remain property of Buyer.

8. PATENT INFRINGEMENT.

- a. Seller shall have no liability for infringement of any United States patents, trademarks or copyrights (hereinafter collectively referred to as the "Intellectual Property Rights") except as specifically provided in this Section. Any liability of Seller shall be limited as set forth in Paragraph 10(b) herein.
- b. Seller will defend and indemnify Buyer against allegations of infringement of Intellectual Property Rights subject to the limitations and conditions set forth in this Paragraph 8. Seller will defend, at its expense, and will pay the cost of any settlement or damages awarded in any action brought against Buyer based on an allegation that a Product sold to Buyer infringes the Intellectual Property Rights of a third party. Seller's obligation to defend and indemnify Buyer is contingent on Buyer notifying Seller within ten (10) days after Buyer becomes aware of such allegations of infringement, and Seller having sole control over the defence of any allegations or actions including all negotiations for settlement or compromise.
- c. If a Product is subject to a claim that it infringes the Intellectual Property Rights of a third party, Seller may, in its sole discretion, procure for Buyer the right to continue using the Product, replace or modify the Product so as to make it non-infringing, or offer to accept return of the Product and return the purchase price less a reasonable allowance for depreciation.
- d. Notwithstanding the foregoing, Seller shall have no liability for claims of infringement based on information provided by Buyer, or directed to Products for which the designs are specified in whole or in part by Buyer, or infringements resulting from the modification, combination or use in a system of the Products. The foregoing provisions of this Section shall constitute Seller's sole and exclusive liability and Buyer's sole and exclusive remedy for infringement of Intellectual Property Rights. If a claim is based on information or designs provided in whole or in part by Buyer, Buyer shall defend and indemnify Seller for all costs, expenses or judgments resulting from any claim that such Product infringes the Intellectual Property Rights of a third party.

9. WARRANTY AND DISCLAIMER OF WARRANTIES:

- a. Seller warrants that the Products will be free from any defects in workmanship or material. In the event of a defect in workmanship or material in Product sold develops within twelve (12) months of Delivery to Buyer (the Warranty Period) as a result of normal, proper and intended use of the Product and not including normal wear & tear,, Seller agrees to repair or replace, at Seller's option, the defective Product(s) provided that Buyer gives Seller written notice of any such defect, which such notice is received by Seller within the Warranty Period and which describes the defect. The defective Product(s) shall be delivered to Seller, FCA Seller's facility, at the sole cost and expense of Buyer. Notwithstanding the foregoing, the defective Product(s) shall not be returned to Seller without the issuance by Seller of a Return Material Authorization. Seller's obligation for lot traceability of a shipped Product is limited to the tracking of the original packaging in which the Product was shipped, unless customized marking of the Product with unique lot identification is required by Buyer and agreed to by Seller, as evidenced by the inclusion of such marking on the approved Buyer's drawing or approved Buyer's technical specification for the Product. Once the Product is removed from its original packaging, it is Buyer's obligation to track the Product and maintain lot traceability for purposes of evidencing the date of shipment to support a warranty claim.
- b. All specification, drawings and data contained in the Seller's catalogues or otherwise supplied by the Seller are approximate only unless otherwise stated in writing.
- c. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES AND SELLER HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO EMPLOYEE OR AGENT OF SELLER, OTHER THAN AN AUTHORISED OFFICER OF SELLER, IS AUTHORISED TO MAKE ANY WARRANTY IN ADDITION TO THE FOREGOING.

10. LIMITATION OF LIABILITY:

- a. Any claim against Seller, other than those contemplated by Paragraph 5 above, must be made in writing and received by Seller within ten(10) days of the date upon which Buyer knew or should have known of the existence of the alleged claim. Such writing must be accompanied by a full statement of the facts giving rise to the existence of the alleged claim. Any claims not satisfying this condition shall be deemed waived. Upon the approved return of any such product, Seller shall have the option to replace such product with conforming product or return the Purchase Price to Buyer, at Seller's sole discretion.
- b. BUYER'S EXCLUSIVE AND SOLE REMEDY FOR ANY CAUSE OR CLAIM WHATSOEVER, INCLUDING BUT NOT LIMITED TO, ALLEGED BREACH OR WARRANTY, PRODUCT LIABILITY, NEGLIGENCE OR OTHERWISE SHALL BE FOR MONEY DAMAGES IN AN AMOUNT NOT TO EXCEED THE PURCHASE PRICE PAID BY BUYER FOR THE PRODUCT IN RESPECT TO WHICH THE CLAIM IS MADE. IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER BUYER'S CLAIM IS IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE IN CONSIDERATION OF THE SALE OF THE PRODUCT TO BUYER. THIS LIMITATION APPLIES REGARDLESS OF WHETHER SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE DUE TO BUYER'S ANTICIPATED USE, AND INCLUDES WITHOUT BEING

LIMITED TO, LOSS OF USE, LOSS OF WORK IN PROGRESS, DOWNTIME, LOSS OF REVENUE OR PROFITS, FAILURE TO REALISE ANTICIPATED SAVINGS, LOSS OF BUYER PROPERTY OR ANY LIABILITY OF BUYER TO A THIRD PARTY, INCLUDING WITHOUT LIMITATION, DAMAGE OR LOSS INCLUDING PERSONAL INJURY OR PROPERTY DAMAGE, UNLESS SUCH IS CAUSED BY SELLER'S GROSS NEGLIGENCE.

11. BUYER'S DEFAULT AND CREDIT:

- a. If, in Seller's sole judgment, Buyer's credit shall become impaired at any time, or Buyer's credit is in default under any payment obligation to Seller, Seller shall have the right, in addition to any and all other remedies, to decline to make deliveries hereunder except for cash or for other security satisfactory to Seller in its sole discretion, until such time as such credit has been established or such default has been cured to Seller's satisfaction.
- b. Notwithstanding the foregoing, in the event either party defaults with respect to any provision of these Terms and Conditions, or files or has filed against it a petition for bankruptcy, or suffers the appointment of a receiver or trustee of its business or properties by reason of insolvency or liquidation (each an "Event of Default"), the non-defaulting party shall have the right to terminate the Contract and/or these Terms and Conditions if such Event of Default is not cured by the defaulting party within thirty (30) days after receipt of written notice of such Event of Default from the non-defaulting party. If however, the Event of Default is a failure to pay any amount when due hereunder, such Event of Default shall be cured within fourteen (14) days of such notification.
- c. Upon termination, the non-defaulting party shall be entitled to seek any and all legal and equitable remedies available to such party under this Agreement or under applicable law. In addition, in the event Seller terminates the Contract and/or these Terms and Conditions as a result of an uncured Event of Default by Buyer, Buyer shall be liable to Seller for the following: (i) the Purchase Price of all finished products delivered to Buyer but not yet paid for at the time of termination, including any interest on overdue payments, if any; (ii) the purchase price of all finished products not yet delivered to buyer at the time of termination (excluding those units of Products included in the calculation of inventory in item (iii)); (iii) the purchase price of all inventory of the Products held by Seller for Buyer at the time of termination; (iv) the value of all work in progress at the time of termination; and, (v) the cost of all raw materials acquired by Seller for use in production of the Products held by Seller or on order by Seller at the time of termination (collectively, "the Costs"). Buyer shall pay the Costs to Seller within thirty (30) days of termination by Seller. This right of either party to terminate is in addition to, and not in lieu of, any and all legal and equitable remedies available to the non-defaulting party in the event of an Event of Default by the other party.
- d. Delay in or failure to carry out the duties imposed upon either Party under these Terms and Conditions shall not be deemed an Event of Default if such delay or failure results from causes defined herein as a Force Majeure. A party may claim relief if such circumstances exist as to its subcontractor and the delay in performance of the subcontractor will cause or contribute to a delay in performance by the party. The party claiming relief under this provision shall notify the other of the circumstances giving rise to its application, provide an estimate of the impact on its performance, and take all reasonable steps to remove or mitigate the impediment. Any quantity of Product so affected shall be deducted from the total quantity purchased by Buyer. Seller, during any period of shortage due to a Force Majeure Event, may allocate its available supply of Product among its internal requirements and its customers on whatever basis Seller may deem fair and practical. Seller shall not be required to procure Product from third parties to satisfy its obligations to Buyer hereunder during any period of shortage due to a Force Majeure Event.

12. CONFIDENTIALITY:

The Parties agree to keep confidential and, except as required by law, not disclose to any other third person any proprietary information (including, without limitation, all data, drawings, descriptions, design sheets, computer prints, computer codes, scientific and technological information, process specifications and procedures, including quality control instructions, production costs, production procedures, supplier information and any other technical and commercial information relevant to the Products (collectively, the "Confidential Information")) received from the other party in connection with these Terms and Conditions. Each party further agrees to use such Confidential Information only for the proper purposes necessary for performance of its Obligations under any Contract and/or these Terms and Conditions. To the extent disclosure is required by law, the disclosing party shall provide prior notice of such impending disclosure to the other party and the disclosing party shall use reasonable efforts at its own cost and expense to limit such disclosure and to maintain the confidentiality of such Confidential Information to the extent permitted by law. In the event the Parties have entered into a separate Confidentiality or Non-Disclosure Agreement governing the transactions to which these Terms and Conditions apply, the terms of such Agreement shall take precedence over this Section 12.

13. SUITABILITY; SAFETY AND HEALTH COMMUNICATIONS:

- a. Buyer expressly warrants to Seller that it will properly use, transport, process, apply and in all respects handle any products purchased from Seller and/or materials produced with products purchased from Seller in accordance with the practices of a reasonable person who is an expert in the field and in strict compliance with all applicable laws and regulations now and/or hereinafter enacted.
- b. Buyer is solely and independently responsible for determining the adequacy, suitability and appropriateness of products for their applications and end use. Seller makes no warranties as to any suggestions or technical assistance provided by it and no such suggestion or assistance shall be construed as an express or implied warranty.

c. Buyer acknowledges that it has consulted Seller's catalogues, specifications and other information, including information, if any, set forth on an applicable Material Safety Data Sheets regarding the Products ("MSDS") and any other technical bulletins and publications whether or not produced by Seller, containing safety, health, handling and environmental hazard information applicable to the Products and their properties, that it has read and it understands such information, and that it agrees to incorporate such information into its personnel safety programs. Buyer shall fully and adequately inform its employees, contractors, agents and other third parties who may become exposed to Products after delivery to Buyer hereunder, of any hazards associated with Products, and of the proper storage, handling and use procedures for Products, whether disclosed in such documents or in additional documents which are transmitted to Buyer during the term of this Contract. Buyer acknowledges its independent obligation to fully and adequately incorporate available information into its product safety communications and to provide to all of its employees, contractors, agents and customers copies of such hazard communication documents. If Product is further processed, mixed or incorporated into another product, Buyer shall likewise disseminate appropriate health and safety information to all persons Buyer foresees may be exposed. The Seller shall have no liability for the failure of the goods to perform in accordance with specification when such failure shall be caused by their operation in conditions which shall be unsuitable.

14. INDEMNITY:

Buyer shall indemnify, defend and forever hold Seller and its directors, officers, employees, agents, suppliers, parents, affiliates, subsidiaries, successors and assigns harmless from any and all fines, penalties, suits, actions, claims, liabilities, judgments, costs, and expenses (including attorneys' fees and expenses) resulting or arising from: (a) Buyer's negligent actions or omissions hereunder, or breach of any of the terms of this Contract; (b) Buyer's use, sale, handling, storage, or disposal of the Products or any product or waste derived therefrom; (c) Buyer's discharge or release of the Products or any product or waste derived therefrom into water, onto land or into the air; (d) the transportation of the Products after tender of the Products by Seller at Buyer's office or designated location; or (e) any damage or loss occasioned by the lack of suitability of the Product to its application or end use. The foregoing indemnification shall apply, but shall not be limited to, injury to person (including death) or damage or harm to property or the environment. Buyer shall not be obligated to indemnify Seller for that portion of any fine, penalty, suit, action, claim, liability, judgment, cost, or expense to the extent attributable to the failure of the Product to meet warranty representations within the Warranty Period.

15. ASSIGNMENT:

This Contract shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto. Buyer may not assign its rights or obligations hereunder without the express written consent of Seller, which consent shall not be unreasonably withheld or delayed. Seller may assign any or all of its rights or obligations hereunder without the express written consent of Buyer.

16. GOVERNING LAW:

These Terms and Conditions shall be governed by, construed under and enforced in accordance with the laws of the State of Delaware without regard to its choice of law principles. THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THESE TERMS AND CONDITIONS SHALL NOT BE GOVERNED BY OR CONSTRUED IN ACCORDANCE WITH THE PROVISIONS OF THE CONVENTION FOR THE INTERNATIONAL SALE OF GOODS.

17. DISPUTE RESOLUTION:

The parties shall attempt, in good faith, to resolve any controversy, claim, or dispute arising out of these Terms and Conditions through negotiations. In the event that negotiations are unsuccessful, the controversy, claim, or dispute shall, upon written demand of either Party, be resolved through binding arbitration. Such arbitration shall take place in Wilmington Delaware and shall proceed in accordance with the Commercial Arbitration Rules of the American Arbitration Association and the State of Delaware. The decision shall be enforceable by any court of competent jurisdiction. All costs of such arbitration, except expert fees and attorneys' fees, shall be shared equally by the parties. This Section shall not be construed to limit a party's right to obtain equitable or other relief that is not available through arbitration.

18. COMPLIANCE WITH LAWS:

Each party agrees to be responsible for complying with all applicable laws, rules, regulations, judgments, decrees, orders and permits in performing its obligations under these Terms and Conditions

19. MISCELLANEOUS:

- a. Unless Buyer is an authorized distributor of Seller, Buyer may not resell the Products to any third parties without the prior express written consent of Seller.
- b. Excess Product. Seller shall have no obligation to accept the return of goods which shall be surplus to the Buyer's requirements or ordered in error. Any decision by the Seller to accept the return of goods for credit shall not affect the Buyer's obligation to pay the price thereof on the due date for payment and such credit shall not exceed 90% of the price of the goods and shall be conditional upon the goods and packaging being returned without any damage or marking within 30 days of the Seller's invoice.
- b. Buyer may not set-off any amount owed to it by Seller, regardless of the nature of any such claim, in lieu of fully satisfying Seller's invoice for the sale of Products to Buyer hereunder.

- c. No failure on the part of either party to exercise any right or remedy hereunder shall impair, prejudice or constitute a waiver of any such right or remedy. No waiver by a party of an Event of Default by the other party shall be deemed to constitute a waiver of a future Event of Default, whether similar or dissimilar in nature.
- d. Paragraphs 7, 8, 9 (to the extent of the Warranty period), 10, 11, 12 13, 14 and 16 shall survive the expiration or termination of these Terms and Conditions.
- e. If any provision or part of any provision of these Terms and Conditions shall be invalid or unenforceable under applicable law, such provision or part of such provision shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of said provision or the remaining provisions of these Terms and Conditions.
- f. These Terms and Conditions, along with the terms on the face of the document to which they are attached and any other supplemental terms agreed upon in a writing executed by both parties' authorized representatives, constitute the entire agreement between the parties, and Seller shall not be bound by any agent's or employee's representation, promise or inducement not set forth herein.
- g. The paragraph headings contained herein are for convenience only and not to be considered in interpreting these Terms and Conditions.

20. U.S. EXPORT COMPLIANCE:

Buyer warrants that it will comply with all U.S. laws, regulations, rules and orders regarding export control.

Issued: May 2018