

**GLOBAL TERMS AND CONDITIONS OF SALE**

**1. AGREEMENT.**

- A. The Quotation is the document from Seller indicating the features, specifications, options, and prices applicable to the Products offered for sale. The Order Verification is Seller's notice to Buyer that Seller has accepted Buyer's order. The Quotation, the Order Verification, these Terms and Conditions of Sale ("Terms and Conditions"), and any other document(s) to which Seller has attached these Terms and Conditions, including without limitation an Internal Sales Order, or into which Seller has incorporated by reference these Terms and Conditions is a contract (the "Agreement") between Addition Manufacturing Technologies LLC or the affiliate thereof identified in the Quotation ("Seller") and the buyer entity(ies) identified in the Agreement ("Buyer", and together with Seller, the "Parties") for the goods and related services offered by Seller ("Products").
- B. Seller's acceptance is expressly limited to the terms of the Agreement. Any terms or conditions proposed by Buyer (including in Buyer's purchase order) that are different from or in addition to these Terms and Conditions are hereby expressly rejected by Seller and are not part of the Agreement.
- C. The Agreement as defined herein constitutes the entire agreement between Seller and Buyer pertaining to the subject matter of the Quotation and supersedes all purchase orders, and all other agreements, understandings, negotiations, and discussions, whether oral or written, regarding this subject matter. Subject to Paragraph 19 hereof, any amendment to the Agreement shall only be binding and enforceable if in writing and signed by the Parties.
- D. Unless the context requires otherwise, words importing the singular include the plural and vice versa. Any reference to a Paragraph in these Terms and Conditions, or in the document(s) to which Seller has attached them or into which Seller has incorporated them, means the relevant Paragraph of these Terms and Conditions or said attached or incorporated document(s).

**2. PAYMENT TERMS.**

Unless otherwise agreed to in writing by Seller, the terms of payment for this order are stated in Seller's Quotation and reconfirmed in Seller's Order Verification. Any other payment terms are hereby expressly rejected. Payment is made when Buyer's funds have been received in Seller's account. Late payment will extend Completion to a date determined by Seller, and Seller's obligations to Buyer will automatically be based on the revised schedule. Interest is charged on all overdue accounts at the rate of 1.5% per month or the maximum authorized rate in accordance with the applicable law for said transaction (if lower). Buyer will reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees.

**3. NO SET-OFF RIGHT.**

Buyer shall not, and acknowledges that it has no right under this Agreement, any purchase order, or any other agreement, document or law, to withhold, offset, recoup, or debit any amounts owed (or to become due and owing) to Seller or any of its affiliates, whether under this Agreement or otherwise, including any deposits or progressive payments made against any other orders issued by Buyer to Seller, against any other amount owed (or to become due and owing) to it by Seller or Seller's affiliates, whether relating to Seller's or its affiliates' breach or non-performance of this Agreement, any purchase order, any other agreement between (a) Buyer or any of its affiliates and (b) Seller or any of its affiliates, or otherwise.

**4. START OF PRODUCTION.**

Seller will not commence production or manufacture of any Products until the down payment has been made as specified in the Quotation and the Order Verification or as otherwise agreed to in a subsequent writing signed by the Parties and an Order Verification has been transmitted by Seller to Buyer through electronic or other written means. Any delay in Seller's receipt of the down payment will extend Completion to a date determined by Seller, and Seller's obligations to Buyer will automatically be based on the revised schedule.

**5. TAXES.**

Unless expressly stated in the Quotation, prices quoted do not include any excise, sales, occupational, use, value-added, or similar taxes, levies, governmental charges, or surcharges applicable to the Products or the sale or use thereof, whether now in effect or hereafter imposed. Any and all such charges are the responsibility of Buyer.

**6. CURRENCY OF PAYMENT.**

All payments due under this contract shall be made in the currency stated in the Quotation. If no currency is specified, the currency shall be U.S. Dollars.

**7. SUBSTITUTION OF MATERIALS.**

In the event Seller is unable to obtain any specified materials or parts in time to meet the scheduled delivery date, Seller may substitute other materials or parts which will not, in Seller's judgment, materially impair the essential functions, strength, or life of the Products.

**8. PRODUCT APPEARANCE.**

Buyer acknowledges and agrees that the Products may not be exactly as illustrated in any photographs, illustrations, brochures, manuals, or advertising materials relating to the Products and are subject to variations in design. Any minor deviation(s) shall not invalidate the sale of the Products or entitle Buyer to any price adjustment.

**9. PRODUCT SPECIFICATIONS.**

Buyer acknowledges and agrees that all weights, measurements, and power requirements given by Seller for the Products are approximate and are subject to variation. Any minor variation(s) shall not invalidate the sale of the Products or entitle Buyer to any price adjustment.

**10. COMPLETION.**

- A. Scheduled Completion means Seller's scheduled completion date for manufacture of the Products as set forth in the Quotation and Order Verification, which is subject to Seller's reasonable adjustment and contingent upon Buyer's timely performance of the requirements hereof.
- B. Within 4 weeks (28 days) of Scheduled Completion, Buyer must deliver or cause to be delivered to Seller's Facility the items designated by Seller as required for Factory Acceptance (e.g. gauges, materials, drawings, information).
- C. Actual Completion means the date on which Seller actually completes manufacture of the Products. Factory Acceptance means Buyer's written acceptance of the Products upon successful testing at Seller's facility and prior to Shipment. Shipment means FCA (as defined in Incoterms – 2010 Edition), Seller's Facility. Seller's Facility means Seller's facility specified in the Order Verification.
- D. Upon Actual Completion, Seller will give written notice of same to Buyer as follows:
- i) If no Factory Acceptance is required, notice that the Products are ready for Shipment. Buyer must arrange for and accept Shipment within 4 weeks (28 days) of said notice.
  - ii) If Factory Acceptance is required, notice setting forth a date for Factory Acceptance ("Factory Acceptance Date"). Buyer must perform Factory Acceptance as follows:
    - a) Appear at Seller's Facility on the Factory Acceptance Date or on a mutually agreed upon date no later than 4 weeks (28 days) thereafter; or
    - b) Notify Seller on or before the Factory Acceptance Date that Factory Acceptance may be performed in one of the following ways:
      - Seller to video record a test run of the Products and transmit the video to Buyer; or
      - Seller to cycle run the Products for a mutually agreeable period of time and report the results to Buyer; or
      - Seller to provide Buyer with photographs of the Products in operation.
- E. If Buyer does not perform Factory Acceptance and/or accept Shipment in a timely manner as set forth in Paragraph 10 hereof, then (1) title to the Products shall transfer and the provisions of Paragraph 11 shall apply; (2) risk of loss shall pass to Buyer; (3) any payment that is due prior to and/or following Shipment shall immediately become due; (4) Buyer will incur storage and any related transportation charges for each month or part of a month that the Products remain at Seller's facility or in off-site storage chosen by Seller; and (5) if Buyer shall not have caused the Products to be removed from Seller's premises within thirty days (30 days) of such deemed

Shipment, Seller may at its sole discretion, retain, sell, and/or repurpose the Products as it deems appropriate and apply any proceeds of such retention, sale and/or repurposing to (a) the amounts due in accordance with clause (3) above and (b) Seller's costs and expenses associated with such retention, sale and/or repurposing.

- F. Seller is not responsible for any delay resulting from Seller's request for product development outside the scope of the Quotation and Order Verification and/or for run-off or testing services outside the scope of Factory Acceptance. Any such request will be deemed a separate order to be memorialized in and governed by a separate Agreement.

**11. TITLE & RISK OF LOSS**

- A. Except as set forth in Paragraph 14 hereof, title to the Products shall pass to Buyer upon Seller's receipt of payment in full of amounts owed in respect of those products; and (ii) risk of loss shall pass to Buyer upon Shipment of the Products.
- B. Except where Buyer is based in the United Kingdom: (i) Seller retains the right to file a lien against the Buyer's interest in the Products until all amounts owed hereunder have been paid in full; and (ii) In order to secure payment of all amounts owing by Buyer to Seller, Buyer hereby grants to Seller a continuing security interest in the Products and all proceeds thereof, including all amounts payable under insurance policies with respect thereto and all proceeds of sale, exchange, lease, rental or other disposition or dealing.
- C. Until all amounts due hereunder have been paid in full to Seller, Buyer shall make certain that (1) all Products retain their personal property character in order not to be characterized as fixtures and (ii) if any Products are placed on any property subject to any mortgage, lien or encumbrance, the Products shall be expressly excluded from the terms of such mortgage, lien or encumbrance.
- D. If Buyer (i) fails to make any payment as it falls due; (ii) commits any material breach of this Agreement; or (iii) makes arrangement with or enters into a compromise with its creditors, is unable to pay its debts as they fall due or otherwise becomes insolvent or otherwise suffers any form of insolvency event or equivalent, Seller shall be entitled to re-take possession of any Products for which payment has not yet been made in full, and Buyer grants Seller and its agents the right to enter any premises where Seller reasonably believes the Products may be held, by force if necessary, to re-take possession of such Products.

**12. INSTALLATION.**

In cases where 'On-site Installation Assistance and Training' is included with the Products as indicated in the Quotation:

- A. Unless otherwise specifically stated in the Quotation, it is solely Buyer's obligation to: i) unload the Products from the shipping means; ii) move the Products into location; iii) lag and/or level the Products as required; iv) route all required utilities in accordance with local regulations to the appropriate location on the Products; v) place and secure all safety devices provided with the Products; vi) connect all utilities to the Products; vii) provide, where required, sufficient quantity of suitable, clean hydraulic fluid of the type specified in the Product manual and a suitable pumping system with a clean filter on the pumping line to be used by Seller's representative for filling any hydraulic reservoir(s).
- B. Seller's obligations with respect to installation shall be limited to verification of correct connection of utilities to the Products, installation of hydraulic fluid into any hydraulic reservoirs as required, power up of the Products and verification of correct operation. Once Seller's representative has arrived on site for the 'On-site Installation Assistance and Training' period specified in the Quotation, any delays on the part of Buyer in meeting its obligations as set forth above will be considered part of the total on-site period, and Buyer will be invoiced for any extension of the period caused thereby.

**13. LIMITED WARRANTY**

- A. Seller warrants that the Products will be free from defects in material or workmanship for the warranty period as indicated in the Quotation (the "Warranty Period"). The Warranty Period commences on the earlier of the date the Product is placed under power at Buyer's facility, or 30 days from the date of Shipment to Buyer's facility. Seller's obligation under this Limited Warranty is limited to the repair or replacement of any Product or any component of said Product that is determined by Seller to be defective. The determination to repair or replace the Product or any component of said Product is solely with Seller.
- B. Warranty Limitations. The entire warranty of the Products is contingent upon Buyer ensuring that the Products are properly maintained and correctly operated under normal conditions with properly trained operators within the defined operating limits for which the Products were offered and sold. Excluded from this Limited Warranty coverage are any Products which in whole or in part require replacement due to normal wear or have been:
- i) Subjected to abuse, misuse, neglect, negligence, accident, improper testing, improper installation, improper operation, improper handling, improper storage, abnormal physical stress, abnormal conditions or use, contrary to any instructions issued by Seller;
  - ii) Reconstructed, repaired, or altered by Buyer or persons other than Seller or its authorized representative;
  - iii) Used with any product or hardware that has not been previously approved in writing by Seller. Additionally, Buyer must perform Proper Maintenance on the Products. Proper Maintenance means that Buyer has: (i) maintained the Products in accordance with the Product manuals provided by Seller, as may be amended from time to time; (ii) recorded contemporaneously all such maintenance in a written log; and (iii) provided said log to Seller upon request. Absent Proper Maintenance, the Products shall be excluded from this Limited Warranty coverage. Each of the foregoing limitations in this Paragraph 13.B., including those set forth in the first paragraph and the Proper Maintenance requirement are hereinafter referred to as "Warranty Limitations".
- C. For replacement components, Buyer may be required, at Seller's discretion, to issue a purchase order to cover the cost of the replacement component prior to the component being shipped to Buyer. The full amount of this purchase order will be credited to Buyer when (i) Buyer has returned the defective component to Seller; (ii) Seller has determined the returned component to be defective and not the result of any Warranty Limitation set forth herein. Components under this warranty will be returned at Buyer's risk and expense to Seller's facility or other location as designated by Seller. Cost of shipment for replacement components shipped from Seller to Buyer under this warranty will be paid by Seller to cover normal surface shipment only. Buyer will be responsible for any expedited freight charges if such expedited shipment is requested by Buyer.
- D. If the services of a field service technician are required during the Warranty Period, Seller shall make commercially reasonable efforts to dispatch a technician within one business day. Buyer may be required, at Seller's discretion, to issue a purchase order to cover the cost of the service technician plus reasonable expenses including travel, lodging, and living expenses. The full amount of this purchase order will be credited to Buyer when (i) the defect in the Product is determined to be the result of a defect in material and/or workmanship as covered by this warranty; and (ii) the defectiveness is determined to not be the result of any Warranty Limitation set forth herein. Warranty labor coverage is limited to the hours of 7 am through 11 pm Monday to Thursday and 7 am through 4 pm on Friday (Seller's local time), statutory holidays in Seller's jurisdiction excluded. If warranty service is required outside of these hours or on a statutory holiday, a premium labor charge will apply based on the standard rate premiums in effect at the time of the requirement.
- E. Any modifications to the Products made by Buyer may void the Limited Warranty, either in part or in its entirety. Buyer is advised to consult with Seller and obtain Seller's written assessment of the implications of any such modifications prior to their implementation. This Limited Warranty is not transferable without the written consent of Seller.
- F. THIS LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTY, WRITTEN OR ORAL, INCLUDING BUT NOT LIMITED TO ANY EXPRESS WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE DURATION OF ANY IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS EXPRESSLY LIMITED TO THIS WARRANTY PERIOD.

#### 14. TERMINATION BY BUYER

- A. In the event of cancellation of this order by Buyer prior to Shipment, Buyer and Seller agree that determining an exact amount of the damages caused to Seller would be very difficult and agree that the cancellation charges and conditions set forth in this Paragraph 14 represent a reasonable amount that is not disproportionate to the damages likely to be incurred by Seller.
- B. For machine orders:
- For any order cancelled within 30 days of the Order Verification, Buyer shall pay 10% of the full purchase price for the Products.
  - For any order cancelled more than 30 days after the date of the Order Verification and more than 30 days prior to Scheduled Completion, Buyer shall pay the amount equal to the price of the cancelled machine stated in the Quotation and Order Verification, multiplied by Seller's commercially reasonable estimate of the percentage of work completed at the end of the day of its receipt of the termination notice.
  - For any order cancelled within thirty (30) days prior to Scheduled Completion, Seller shall complete production and upon Actual Completion (1) the Products shall be deemed Shipped; (2) risk of loss shall pass to Buyer; (3) title shall remain with Seller; (4) any payment that is due prior to and/or following Shipment shall immediately become due; (5) Buyer will incur storage and any related transportation charges for each month or part of a month that the Products remain at Seller's facility or in off-site storage chosen by Seller; and (6) Seller may at its sole discretion retain, sell, and/or repurpose the Products as it deems appropriate and apply any proceeds of such sale and/or repurposing to (a) the amounts due in accordance with clauses (4) & (5) above and (b) Seller's costs and expenses associated with such sale and/or repurposing.
- C. For tooling orders: Buyer shall pay the amount equal to the price of the tooling stated in the Quotation and Order Verification, multiplied by Seller's commercially reasonable estimate of the percentage of work completed at the end of the day on which it receives the termination notice.

#### 15. LIMITATION OF LIABILITY.

- A. THE ENTIRE LIABILITY OF SELLER, ITS OFFICERS, EMPLOYEES AND AGENTS FOR ANY AND ALL REASONS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT (WHETHER FOR BREACH OF CONTRACT, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION OR OTHERWISE) SHALL BE LIMITED IN THE AGGREGATE TO THE PRICE PAID TO SELLER UNDER THIS ORDER.
- B. IN NO EVENT WILL SELLER, ITS OFFICERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY LOSS OF USE, LOSS OF DATA, LOSS OF BUSINESS, LOSS OF REVENUE OR PROFITS OR INVESTMENT OR THE LIKE, OR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, EVEN IF SELLER, ITS OFFICERS, EMPLOYEES AND AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

#### 16. INDEMNITY.

- Buyer hereby agrees to indemnify, defend and hold harmless Seller, its officers, employees and agents from and against all claims, damages, liability and costs (including reasonable attorney's fees) resulting from: (i) Buyer's use of the Products for other than their intended purpose, as described in the Quotation; (ii) Buyer's failure to follow the instructions for installation, maintenance and use of the goods and equipment; (iii) Buyer's unauthorized modification or alteration of the goods and equipment; or (iv) Buyer's failure to properly train its employees and agents concerning the proper installation, maintenance, and use of the goods and equipment.

#### 17. CONFIDENTIAL PROPERTY.

- A. Subject to subparagraph 17 B hereof, all non-public, confidential, or proprietary information of Seller disclosed to Buyer, including specifications, drawings, samples, designs, patterns, plans, documents, data, business operations, customer lists, pricing, discounts or rebates, 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" are Seller's Confidential Property. Buyer shall not use the Confidential Property except as is necessary to evaluate the Quotation or in connection with its use of the Products. Buyer shall not disclose to third parties any of the Confidential Property without Seller's prior written consent, except as may be necessary for installation, operation, repair, or maintenance of the Products after Delivery. Buyer may only make the Confidential Property available to those of its employees who have a need for such access. Buyer may make only the minimum number of copies of any Confidential Property required to evaluate the Quotation or to use the Product after delivery. All proprietary and copyright notices in the original must be affixed to copies or partial copies. Buyer shall preserve the confidentiality of the Confidential Property with at least the same degree of care as it takes to preserve and protect its own confidential or proprietary information, in no case less than a reasonable degree of care. Buyer shall maintain adequate safeguards and procedures to prevent the theft, loss or dissemination of any of the Confidential Property, and, in the event of any such theft, loss or dissemination, shall notify Seller immediately. Upon Seller's request, Buyer shall promptly return all Confidential Property received from Seller.
- B. Subparagraph 17 A hereof shall not apply to information that Buyer can demonstrate: (i) is in the public domain in substantially the same combination as that in which it was disclosed to Buyer other than as a result of a breach of this Agreement or any other obligations of confidentiality; (ii) is or was lawfully received from a third party not under an obligation of confidentiality with respect to it; (iii) is required to be disclosed under operation of law, by court order or by any regulatory body of competent jurisdiction (but then only to the extent and for the purpose required); or (iv) was developed independently of and without reference to confidential information disclosed by Seller, provided always that, except where it is prohibited from doing so by law or court order, prior to relying on any of the aforementioned exceptions, Buyer shall provide Seller with at least ten (10) days' written notice of its intention to do so, such notice specifying details of the exception to be relied upon and the information concerned.

#### 18. INTELLECTUAL PROPERTY RIGHTS.

- Intellectual Property Rights are Seller's inventions, patents (including utility patents, design patents, patent improvements, and patent applications), trade secrets, designs, mask works, systems, know-how, software, database rights, trademarks, service marks, trade dress, copyrights, and other proprietary rights.
- A. Ownership - Buyer acknowledges and agrees that:
- Any and all of the Intellectual Property Rights are the sole and exclusive property of Seller or its licensors;
  - Buyer shall not acquire any ownership interest or license in any of the Intellectual Property Rights under this Agreement;
  - If Buyer acquires by operation of law or otherwise any of the Intellectual Property Rights, such rights are deemed and are hereby irrevocably assigned to Seller or its licensors, as the case may be, without further action by either of the Parties; and
  - Buyer shall use the Intellectual Property Rights solely for purposes of using the Products under this Agreement and only in accordance with this Agreement and the instructions of Seller.
- B. Prohibited Acts - Buyer shall not:
- Take any action that may interfere with any of Seller's rights in or to Seller's Intellectual Property Rights, including Seller's ownership or exercise thereof.
  - Challenge any right, title, or interest of Seller in or to Seller's Intellectual Property Rights.
  - Make any claim or take any action adverse to Seller's ownership of Seller's Intellectual Property Rights.
  - Use or register or apply for registration anywhere in the world for any of Seller's trademarks or any other trademark similar to Seller's trademarks or that incorporates Seller's trademarks in whole or in part.
  - Engage in any action that may disparage, dilute the value of, or reflect negatively on the Products or any Seller's trademarks.

- Misappropriate any of Seller's trademarks for use as part of a domain name without prior written consent from Seller.
  - Alter, obscure, or remove Seller's trademark and/or logo from any machine without Seller's prior written consent.
- Moreover, subject to the foregoing subparagraph 14.B.vii, Buyer shall not:
- Alter, obscure, or remove any of Seller's trademark, patent, or copyright notices or any other proprietary rights notices placed on the Products, marketing materials, or other materials Seller may provide.

#### C. Seller's Remedies.

Buyer agrees that money damages would not be a sufficient remedy for a breach of its duties and obligations under Paragraphs 17 and 18 hereof, and that Seller shall be entitled to specific performance, injunctive relief, and other equitable relief as remedies for any such breach. These remedies are not Seller's exclusive remedies, but shall be in addition to any and all other remedies available at law or in equity to it. If a court of competent jurisdiction determines in a final, non-appealable order that Buyer has knowingly and willfully breached its duty to preserve the confidentiality of the Confidential Property, then Buyer shall be liable for and pay to Seller the reasonable legal fees, court costs, expert witness fees and other reasonable out of pocket expenses Seller has incurred in connection with such litigation, including any appeals therefrom.

#### 19. CHANGES TO AGREEMENT.

Any changes to the Products requested by Buyer that deviate from the definition and configuration of the Products as contained in Quotation and/or Seller's standard build specifications must be agreed to in a written Change Order signed by Buyer and Seller. Additional charges and/or schedule changes resulting from such changes shall be included in the Change Order. Schedule changes shall be calculated from the date Buyer returns the signed Change Order to Seller.

#### 20. GOVERNING LAW.

The rights and obligations of the parties under this Agreement shall not be governed by the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods; rather these rights and obligations shall be governed exclusively by the laws of the State of New York, USA, exclusive of its rules on conflict of laws.

#### 21. DISPUTE RESOLUTION

- A. Any dispute arising in connection with this Agreement shall be finally settled by one arbitrator appointed in accordance with and acting under the Rules for Arbitration of the International Chamber of Commerce in effect at that time. The arbitrator shall be a lawyer and shall be fluent in the English language. Arbitration shall take place in New York, NY, USA. The language of the arbitration proceedings shall be English. Initiation of arbitration proceedings by either party shall not suspend such party's contractual obligations hereunder. Judgment upon the award rendered may be entered in any court having jurisdiction or application may be made to such court for a judicial acceptance of the award and an order of enforcement, as the case may be.
- B. Notwithstanding the foregoing, Seller at all times shall have the right to seek such remedies through the courts, wherever located, at law or in equity, without limitation, for injunctive relief, or otherwise as it deems necessary or desirable to protect its confidential and/or proprietary rights, trademarks or other intellectual property rights.

#### 22. AUTHORITY; NO CONFLICTS.

Buyer warrants that: (a) Buyer has full organizational power and authority to enter into and perform its obligations under the Agreement; (b) the Agreement constitutes a legal, valid and binding obligation of Buyer; and (c) Buyer's acceptance and performance of the Agreement will not conflict with, or result in any violation or breach of any provision of Buyer's organizational documents, any material contract of Buyer, or any applicable Law.

#### 23. NOTICES; COMMUNICATIONS.

All notices required or permitted under the Agreement will be made in writing through electronic or other written means and will be effective only upon receipt. Notices to Buyer will be provided at its physical address and/or email address set forth in the Agreement. Buyer will comply with the method of communication specified by Seller, if any.

#### 24. INTERPRETATION; LANGUAGE.

For purposes of the Agreement, whenever the word "including" (or any variation thereof) is used, it is deemed to be followed by the words "without limitation." A rule of construction will not apply to the disadvantage of Seller because of Seller's preparation of the Agreement or any part of it. If these Terms and Conditions or other purchasing documents are made available in any language other than English, they are for information purposes only, and the English-language version will control.

#### 25. HEADINGS.

The division of the Agreement into paragraphs and the insertion of headings, is for convenience of reference only and will not affect the construction or interpretation of this Agreement.

#### 26. WAIVER.

Seller's failure at any time to require Buyer's performance will in no way affect Seller's right to require such performance at any time thereafter, nor will Seller's waiver of any breach constitute a waiver of any succeeding breach. Any waiver of a right by Seller under the Agreement on any one occasion will not be construed as a bar to any right or remedy that Seller would otherwise have had on a subsequent occasion.

#### 27. SEVERABILITY.

Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and will be severed from the balance of this Agreement, all without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

#### 28. ASSIGNABILITY.

This Agreement will inure to the benefit of, and be binding on, Buyer and its successors and permitted assigns and will inure to the benefit of, and be binding on, Seller and its successors and assigns. Buyer may not assign this Agreement, or any of its rights or obligations under this Agreement, without the prior written consent of Seller.

#### 29. FORCE MAJEURE.

Seller shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess of 90 days, Buyer shall be entitled to give notice in writing to Seller to terminate this Agreement).

#### 30. ENTIRE AGREEMENT.

Buyer acknowledges that it has read and understands the Agreement as defined in Paragraph 1 hereof, which constitutes the entire agreement between Seller and Buyer pertaining to the subject matter of the Quotation and supersedes all purchase orders and all other agreements, understandings, negotiations and discussions, whether oral or written, regarding this subject matter. There are no conditions, warranties, representations, or other agreements between the parties relating to the subject matter of the Quotation (whether oral or written, express or implied, statutory, or otherwise) except as specifically set out in the Agreement. Any amendment to the Agreement shall only be binding and enforceable if in writing and signed by the Parties.