

1. GENERAL

1.1 These General Terms and Conditions ("GTC") shall apply to all consulting services, information as well as ancillary services provided for this purpose ("Consulting"), which are commissioned or ordered from a company affiliated with JBI Resources, LLC.

1.2 These GTC apply exclusively. Deviating, conflicting or supplementary general terms and conditions or conditions of purchase of the Customer shall only become part of the contract if and to the extent that JBI Resources, LLC has expressly agreed to their validity in writing.

1.3 Amendments to the GTC shall also become part of current contracts as of their validity if the Customer does not object within a period of one month after notification of the amendment despite specific reference to his right of objection by JBI Resources, LLC.

1.4 The written form agreed between the Customer and JBI Resources, LLC in accordance with these GTC for the preparation and transmission of documents within the scope of their contractual relations (including offers, acceptance, subsidiary agreements, supplements) is also complied with if this is done electronically. In this respect, transmission via the Internet by unencrypted e-mail or other digital means of transmission (e.g. via Customer interface, Internet portal, etc.) or by fax shall be sufficient.

1.5 The Customer accepts that messages sent via the Internet without encryption can be lost, altered or falsified with or without the intervention of third parties, that conventional e-mails are not protected against access by third parties and that JBI Resources, LLC therefore accepts no liability whatsoever for the confidentiality and integrity of e-mails that have left the Customer's area of responsibility. JBI Resources, LLC assumes no liability for data security during transmission via the Internet, nor for data security when under the Customer's control. This also includes malware occurring in connection with the electronic transmission of data and possible damage to the Customer resulting therefrom.

2. CONDUCT OF THE CONSULTING

2.1 JBI Resources, LLC shall provide advice exclusively with regard to the subject matter of the Consulting as specified in more detail by JBI Resources, LLC in the offer as well as in any attachments to the offer.

2.2 JBI Resources, LLC owes only the agreed Consulting activity or other contractual service, not a certain success or a further specified result. The Customer is solely responsible for deciding on the timing as well as the type and scope of the implementation of the measures recommended by JBI Resources, LLC or agreed with the Customer. This applies even if the Customer accompanies the implementation of coordinated plans or measures by the Customer.

2.3 JBI Resources, LLC shall provide the advice with care and diligence in accordance with the current state of the art and science. JBI Resources, LLC shall, after consultation with the Customer and if reasonable in the individual case, take into account general process descriptions, certain industry and scientific standards and, if applicable, specific regulations, methods and application practices of the Customer, as far as specified by the Customer.

2.4 JBI Resources, LLC shall determine the place, time and manner of the consultation independently at its due discretion. If in individual cases the presence of JBI Resources, LLC employees at the Customer should be necessary, the employees are available for this purpose. The dates for this will be agreed between JBI Resources, LLC and the Customer.

2.5 As a matter of principle, JBI Resources, LLC is not entitled or obliged to act as the Customer's representative vis-à-vis third parties, in particular to conduct negotiations or to make declarations of intent with effect for or against the Customer. Exceptions require prior written agreement.

2.6 JBI Resources, LLC is entitled, with the Customer's prior written consent, to engage third parties to assist it in the execution of the Consulting. The Customer will only refuse his consent if his legitimate interests are at risk. The Customer's prior consent is not required if a company affiliated with JBI Resources, LLC assists in the execution of the Consulting.

2.7 JBI Resources, LLC shall provide the Consulting within the time limits customary in the market. Dates and deadlines for the provision of Consulting services are only binding if and insofar as they are confirmed by JBI Resources, LLC in writing in advance.

2.8 Compliance with dates and deadlines shall be subject to the timely receipt of all documents and information to be provided by the Customer and the timely fulfillment of the Customer's cooperation obligations pursuant to Section 3.

3. COOPERATION OF THE CUSTOMER

3.1 The Customer has to support the Consulting by appropriate cooperation. In particular, he shall provide JBI Resources, LLC with the information, data and documents necessary for the consultation and if necessary - allow JBI Resources, LLC employees access to his digital repository and/or business premises during his business hours to the extent necessary. In addition, the Customer will, if agreed, provide the necessary working materials, in particular workstations and computers, in his business premises to a reasonable extent.

3.2 The Customer shall be obliged to designate a contact person and a deputy as permanent reference persons for all matters relating to the consultation. They are to be put in a position to either make all decisions relating to the consultation themselves or to bring them about in a timely manner. In addition, the Customer shall provide those employees whose special knowledge JBI Resources, LLC requires in each case to carry out the Consulting.

3.3 The Customer is furthermore obliged to inform JBI Resources, LLC if he has received or intends to receive conformity assessment measures such as certifications by a company affiliated with JBI Resources, LLC within a period of 24 months before as well as after the consultation.

3.4 If the Customer fails to comply with his obligations to cooperate and if for this reason JBI Resources, LLC is unable to complete its Consulting services in whole or in part within the agreed period of time, the period of time agreed upon for this purpose shall be reasonably extended. JBI Resources, LLC shall nevertheless be entitled to remuneration from the Customer for the period in which JBI Resources, LLC cannot complete the consultancy.

4. REMUNERATION & EXPENSES

4.1 JBI Resources, LLC shall receive remuneration for its services on the basis of the offer prepared by JBI Resources, LLC plus statutory value added tax or sales and use tax, if applicable.

4.2 In addition to the remuneration, JBI Resources, LLC is entitled to reimbursement of all its necessary reasonable expenses incurred by JBI Resources, LLC in preparation for and in the performance of the consultancy. This includes travel costs, travel time, expenses and accommodation costs.

4.3 In the event of unforeseen obstacles or additional costs in the provision of advice, JBI Resources, LLC shall endeavor to inform the Customer; JBI Resources, LLC shall also be entitled to charge the Customer for the necessary additional expenditure.

4.4 Unless otherwise provided in the offer, JBI Resources, LLC will invoice the Customer upon completion for the remuneration and expenses incurred. JBI Resources, LLC is entitled to issue the invoice in electronic form. Each invoice shall contain a list and explanation of the activities performed in the respective billing period and their respective time scope.

4.5 The Customer undertakes to transfer the remuneration and expenses to the account of JBI Resources, LLC specified in the invoice within 14 days after receipt of a proper invoice.

4.6 The Customer shall be in default after 61 days without a reminder. From the beginning of the default, the Customer shall be charged interest in the amount of prime rate plus one percent, unless a higher interest rate results from statutory regulations.

4.6 The Customer may only offset against claims of JBI Resources, LLC or assert a right of retention if the Customer's counterclaim is undisputed or has been legally established.

5. TAX CLAUSE FOR INTERNATIONAL SERVICES

5.1 This Section 5 shall only apply if the Customer or a subcontractor used by JBI Resources, LLC has its registered office outside of United States of America.

5.2 All prices and costs for services provided by JBI Resources, LLC or an affiliated company or a subcontractor do not include taxes. This includes, but is not limited to, sales taxes or equivalent duties, taxes in particular import duties, stamp duties, ancillary costs or withholding taxes. Nor do they include any related liabilities (collectively "taxes") charged to the Customer under applicable national law.

5.3 Any payment made by the Customer shall be made free of and without withholding or deduction of any taxes. This shall not apply if such withholding or deduction is required by applicable law or applicable double taxation treaties. Customer shall promptly provide JBI Resources, LLC with evidence of such payment and copies of all documents submitted with each such payment.

5.4 The Parties shall use their best efforts to obtain a refund of the deduction amounts or reimbursement of the respective tax. They shall assist each other in their obligations in this respect. Refunded taxes shall be reimbursed in accordance with the amounts due.

6. RESULTS OF WORK

6.1 "Work Results" are all works created by the activity of JBI Resources, LLC in connection with the Consulting of the Customer, in particular documents, project sketches, drafting services, presentations and drafts.

6.2 Upon payment of the full remuneration, JBI Resources, LLC grants the Customer the non-exclusive, non-transferable right to use the work results created by JBI Resources, LLC within the framework of the performance of the contract and the documents embodying them which have been handed over to the Customer for the use of the services provided by JBI Resources, LLC as contractually agreed or resulting from the purpose of the contract. This also applies insofar as the work results are protected or protectable and also includes the secret know-how contained therein.

6.3 The Customer shall be granted the right to reproduce the work results provided for internal company purposes. Copyright notices and other protective notices may not be removed in the process. The granting of sublicenses requires the prior written consent of JBI Resources, LLC.

6.4 Disclosure of work results to authorities or other public bodies is permitted if and to the extent that this is required for the contractually stipulated purpose or is prescribed by law. Any publication or re-production of the work results, in particular via the Internet or for advertising purposes, as well as any other disclosure to third parties, even in part, shall only be permitted with the prior written consent of JBI Resources, LLC.

6.5 JBI Resources, LLC reserves its rights to all Consulting methods and/or procedures as well as to technical equipment which it develops itself or generally uses within the framework of the contract, unless these were developed exclusively for the Customer within the framework of the provision of the work results in accordance with a written agreement.

7. CONFIDENTIALITY

7.1 "Confidential Information" means all information and documents of the respective other party which are marked as confidential or which are to be regarded as confidential due to the circumstances, in particular information on operational processes, business relations and know-how, as well as - for JBI Resources, LLC - all work results.

7.2 The parties agree to maintain confidentiality about such confidential information. This obligation shall continue for a period of 10 years after termination of the contract.

7.3 Such confidential information is excluded from this obligation,

- which were demonstrably already known to the recipient at the time the contract was concluded or subsequently become known to it from a third party, without this violating a confidentiality agreement, statutory regulations or official orders;

- which are public knowledge at the time of conclusion of the contract or are made public thereafter, unless this is due to a breach of this contract;

- which must be disclosed due to legal obligations or by order of a court or authority. To the extent permissible and possible, the recipient obligated to disclose shall inform the other party in advance and give it the opportunity to object to the disclosure.

7.4 The parties shall disclose the Confidential Information only to those employees who need to know it for the performance of this Agreement and shall also oblige such employees to maintain confidentiality to the extent permitted by labor law for the period after their departure.

8. DATA PROTECTION

During the performance of services, JBI Resources, LLC and the Customer may mutually gain access to the personal data of the other party. The parties process the personal data only for the fulfillment of the contractual obligations under their own responsibility. Any further processing that constitutes a change of purpose is prohibited. JBI Resources, LLC and Customer shall (i) process the Personal Data in accordance with Texas Data Privacy and Security Act (TDPSA), JBI Resources, LLC shall provide Customer with the data protection information for Customers, which is available at <https://capitol.texas.gov/tlodocs/88R/billtext/html/HB00004F.htm>. The Customer undertakes to inform his employees working within the framework of the contractual relationship about this and to make the data protection information for Customers accessible to them.

9. LIABILITY

9.1 JBI Resources, LLC shall provide advice on the basis of the information, data and documents provided by the Customer. The Customer has on his own responsibility the necessary conclusions and decisions based on the advice given by JBI Resources, LLC. If the advice given by JBI Resources, LLC is based on unclear, incorrect, incomplete or misleading information provided by the Customer, JBI Resources, LLC shall not be liable.

9.2 JBI Resources, LLC shall not be liable for late, partial or complete failure to provide advice if this results directly or indirectly from events beyond the control of JBI Resources, LLC (e.g. in the event of breach of the Customer's obligations to cooperate or in cases of force majeure).

9.3 JBI Resources, LLC shall be liable, limited to the foreseeable damage typical for the contract, for damages resulting from simple negligent breach of essential contractual obligations; essential contractual obligations are those whose fulfillment characterizes the contract and on which the Customer may rely. The liability of JBI Resources, LLC due to simple negligence in case of breach of non-essential contractual obligations is excluded.

9.4 However, JBI Resources, LLC's liability under clause 9.3 above shall be limited to an amount of 10 times the amount of the fee paid in respect of the specific service which gives rise to such claim or \$10,000 USD per case of damage, whichever is the lesser. JBI Resources, LLC shall only be liable for indirect or consequential damage if and to the extent that such damage is typical for the contract and was foreseeable at the time of conclusion of the contract.

9.5 The limitations of liability of this clause 9 shall not apply to damages if they are based on gross negligence or intent as well as in cases of mandatory legal liability (in particular under the Product Liability Act). The same applies to damages resulting from injury to life, body or health, if JBI Resources, LLC is responsible for the breach of duty. The breach of duty by JBI Resources, LLC in the sense of this clause 9 is equal to that of its legal representative or vicarious agent.

9. LIABILITY AND INDEMNIFICATION

Limitation of Liability:

9.1 JBI Resources, LLC is neither an insurer nor a guarantor and disclaims all liability in such capacity. Customers seeking a guarantee against loss or damage should obtain appropriate insurance.

9.2 Reports of Findings are issued on the basis of information, documents and/or samples provided by, or on behalf of, Customer and solely for the benefit of Customer who is responsible for acting as it sees fit on the basis of such Reports of Findings. Neither JBI Resources, LLC nor any of its officers, employees, agents or subcontractors shall be liable to Customer nor any third party for any actions taken or not taken on the basis of such Reports of Findings nor for any incorrect results arising from unclear, erroneous, incomplete, misleading or false information provided to JBI Resources, LLC.

9.3 JBI Resources, LLC shall not be liable for any delayed, partial or total nonperformance of the services arising directly or indirectly from any event outside JBI Resources, LLC's control including failure by Customer to comply with any of its obligations hereunder.

9.4 The liability of JBI Resources, LLC in respect of any claim for loss, damage or expense of any nature and howsoever arising shall in no circumstances exceed a total aggregate sum equal to 10 times the amount of the fee paid in respect of the specific service which gives rise to such claim or US\$10,000 (or its equivalent in local currency), whichever is the lesser.

9.5 JBI Resources, LLC shall have no liability for any indirect or consequential loss including without limitation loss of profits, loss of business, loss of opportunity, loss of goodwill and cost of product recall. It shall further have no liability for any loss, damage or expenses arising from the claims of any third party (including, without limitation, product liability claims) that may be incurred by the Customer.

9.6 In the event of any claim, Customer must give written notice to JBI Resources, LLC within 30 days of discovery of the facts alleged to justify such claim and, in any case, JBI Resources, LLC shall be discharged from all liability for all claims for loss, damage or expense unless suit is brought within one year from:

- (i) the date of performance by JBI Resources, LLC of the service which gives rise to the claim; or
- (ii) the date when the service should have been completed in the event of any alleged nonperformance.

9.7 Indemnification: Customer shall guarantee, hold harmless and indemnify JBI Resources, LLC and its officers, employees, agents or subcontractors against all claims (actual or threatened) by any third party for loss, damage or expense of whatsoever nature including all legal expenses and related costs and howsoever arising relating to the performance, purported performance or non-performance, of any services.

10. MISCELLANEOUS

10.1 If any one or more provisions of these GTC are found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

10.2 During the course of providing the services and for a period of one year thereafter Customer shall not directly or indirectly entice, encourage or make any offer to JBI Resources, LLC's employees to leave their employment with JBI Resources, LLC.

10.3 Use of JBI Resources, LLC's corporate name or registered marks for advertising purposes is not permitted without the JBI Resources, LLC's prior written authorization.

PRODUCTS OR SERVICES TERMS AND CONDITIONS

NOTICE: Sale of any Products or Services, as each is defined in the Contract, is expressly conditioned on Buyer's assent to these Terms and Conditions. Any acceptance of Seller's offer is expressly limited to acceptance of these Terms and Conditions and Seller expressly objects to any additional or different terms proposed by Buyer. No Buyer form shall modify these Terms and Conditions, nor shall any course of performance, course of dealing, or usage of trade operate as a modification or waiver of these Terms and Conditions. Any order to purchase products or receive services shall constitute Buyer's assent to these Terms and Conditions. Unless otherwise specified in the quotation, Seller's quotation shall expire thirty (30) days from its date and may be modified or withdrawn by Seller before receipt of Buyer's conforming acceptance. Fulfillment by Seller of any order by Buyer shall not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms and Conditions.

1. Definitions.

"Buyer" means the entity to which Seller is providing Products or Services under the Contract.

"Contract" means either the contract agreement signed by both parties, or the purchase order signed by Buyer and accepted by Seller in writing, for the sale of Products and/or Services, together with these Terms and Conditions, Seller's final quotation, the agreed scope(s) of work, and Seller's order acknowledgement, but expressly excluding any additional or different terms proposed by Buyer in accordance with the Notice provision above. Unless expressly agreed to in writing and signed by seller, the Terms and Conditions shall take precedence over other documents included in the Contract.

"Contract Price" means the agreed price stated in the Contract for the sale of Products and/or Services, including adjustments (if any) in accordance with the Contract.

"Products" means the equipment, parts, materials, supplies, and other goods Seller has agreed to supply to Buyer under the Contract.

"Seller" means the entity providing Products or performing Services under the Contract.

"Services" means the services Seller has agreed to perform for Buyer under the Contract.

"Terms and Conditions" means these "General Terms and Conditions for the Sale of Products or Services," together with any modifications or additional provisions specifically stated in Seller's final quotation or specifically agreed upon by Seller in writing.

2. Delivery and Shipping Terms.

(a) Seller shall deliver Products to Buyer FCA Seller's facility or warehouse (Incoterms 2020). Buyer shall pay all delivery costs and charges or pay Seller's standard shipping charges plus handling. Partial deliveries are permitted. Seller may deliver Products in advance of the delivery schedule. Delivery times are approximate and are dependent upon prompt receipt by Seller of all information necessary to proceed with the work without interruption. If Products delivered do not correspond in quantity, type, or price to those itemized in the shipping invoice or documentation, Buyer shall notify Seller within ten (10) days after receipt.

(b) For shipments that do not involve export, or for export shipments from a Seller facility or warehouse outside the U.S., title shall pass to Buyer upon delivery in accordance with Section 2(a). For shipments from the U.S. to another country, title shall pass to Buyer immediately after each item departs from the territorial land, seas, and overlying airspace of the U.S. The 1982 United Nations Convention of the Law of the Sea shall apply to determine the U.S. territorial seas. For all other shipments, title to Products shall pass to Buyer the earlier of (i) the port of export immediately after Products have been cleared for export or (ii) immediately after each item departs from the territorial land, seas, and overlying airspace of the sending country. When Buyer arranges the export shipment, Buyer will provide Seller evidence of exportation acceptable to the relevant tax and custom authorities.

(c) Risk of loss shall pass to Buyer upon delivery pursuant to Section 2(a), except that for export shipments from the U.S., risk of loss shall transfer to Buyer upon title passage.

(d) If any Products to be delivered under this Contract cannot be shipped to or received by Buyer when ready due to any cause attributable to Buyer, Seller may ship the Products to a storage facility, including storage at the place of manufacture or repair, or to an agreed freight forwarder. If Seller places Products into storage, the following apply: (i) title and risk of loss immediately pass to Buyer, if they have not already passed, and delivery shall be deemed to have occurred; (ii) any amounts otherwise payable to Seller upon delivery or shipment shall be due; (iii) a fee of two percent (2%) of the value of the Products will be charged to Buyer; and (iv) when conditions permit and upon payment of all amounts due, Seller shall make Products and repaired equipment available to Buyer for delivery.

(e) Any liability of Seller for non-delivery of the Products shall be limited to replacing the Products within a reasonable time or adjusting the invoice respecting such Products to reflect the actual quantity delivered.

3. Cancellation of Purchase Order.

Buyer may cancel its order only with the prior written consent of Seller, which Seller may withhold in its sole discretion. All cancellations will be subject to payment to Seller of reasonable cancellation charges.

4. Inspection and Acceptance of Products

Buyer shall inspect all Products within five (5) days of the transfer of title to Buyer in accordance with Article 2. Buyer shall be deemed to have accepted all Products unless Buyer notifies Seller in writing during such five (5) day period that any Products do not conform to the applicable Seller specifications. Buyer may return Products (including any nonconforming Products) only at its sole cost and only with the prior written authorization of Seller, subject to a restocking fee as agreed by

the parties. At Seller's sole option, Seller will repair or replace any nonconforming Products or refund to Buyer the purchase price for such Products, in any case as Buyer's sole remedy for such nonconforming Products. Notwithstanding the foregoing, no returns of special, custom, or made-to-order Products will be permitted. No returns will be permitted, in any case, more than sixty (60) days after delivery.

5. Title and Risk of Loss.

Title and risk of loss passes to Buyer pursuant to the terms of Article 2. As collateral security for the full payment of the purchase price of the Products, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the Products, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under if in the U.S., the Texas Uniform Commercial Code. Seller shall have the right to file any and all documents and take any action it deems necessary to fully establish protection of its security interest in the Products; however, the failure of Seller to file any such document shall not in any way act as a waiver of Seller's right to such security interest.

6. Assembly/Installation Work.

In the event Buyer desires for Seller to perform any assembly/installation work, said work will be performed pursuant to a separate agreement to be entered into in writing by both Buyer and Seller detailing the terms of said work.

7. Set-up Charges.

A non-recurring set-up charge may be imposed for any special tooling, including without limitation, dies, fixtures, molds and patterns acquired to manufacture items sold subsequent to this Contract. Such special tooling shall be and remain Seller's property notwithstanding payment of any charges therefore by Buyer unless otherwise agreed to in writing by the parties. Payment of charges in connection with tooling or apparatus does not constitute ownership of same. All charges in connection with this Article will be imposed only with the knowledge and acceptance of Buyer. Seller shall have the right to alter, discard or otherwise dispose of any special tooling or other property at its sole discretion at any time.

8. Contract Price.

(a) Buyer shall purchase the Products and, if applicable, shall pay for the Services provided, from Seller at the Contract Price. Prices are subject to change without prior notice and Seller shall thereafter notify Buyer of any price increases. In the event of a price increase, Buyer may cancel any undelivered portion of any order by written notice to Seller, provided such notice is received by Seller not more than ten (10) days after Buyer's receipt of Seller's notice of a price increase. Upon cancellation, Buyer shall pay Seller: (1) the Contract Price for all Products which have been completed or are in the process of completion, (2) components or goods secured by Seller from outside sources for the performance of the Contract, and (3) special tooling and equipment procured for the performance of the Contract. All prices shall be confidential, and Buyer shall not disclose such prices to any party in accordance with Article 20.

(b) All Contract Prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personnel or real or personal property or other assets.

(c) The Contract Price excludes shipping and handling charges, which are the obligation of Buyer and will be added to the invoice if prepaid by Seller.

9. Payment Terms.

(a) Terms of payment are net cash thirty (30) days following the date of invoice in U.S. currency, or by letter of credit paid upon submittal of shipping documents, all payable in the currency specified in the invoice.

(b) Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under the Texas Prompt Payment Act, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees and court costs. In addition to all other remedies available under these Terms and Conditions or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Products if Buyer fails to pay any amounts when due hereunder and such failure continues for thirty (30) days following written notice thereof.

(c) Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy or otherwise.

(d) If Buyer disputes any invoice or portion thereof, it shall notify Seller in writing within thirty (30) days of receipt of said invoice, detail the reason for the dispute, and pay all undisputed amounts. All charges not timely disputed in writing shall be deemed to be undisputed and shall be due and payable as set forth above.

10. Disclaimer of Warranty.

(a) Seller warrants that all Products manufactured by Seller shall, at the time of sale, comply with applicable Seller specifications. All Products not manufactured by Seller are sold only with the warranties provided by the manufacturer of such Products, if any. Unless expressly set forth in a separate service agreement, Seller makes no warranties with respect to any Services provided by Seller pursuant to this Contract. SELLER MAKES NO OTHER WARRANTY WITH RESPECT TO THE PRODUCTS OR SERVICES, AND DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. Seller does not authorize any agent, representative, or personnel to make any other warranties or alter this disclaimer of warranty.

(b) All Products are sold for commercial use only and are not intended for use by consumers. Accordingly, Seller disclaims all warranties to consumers, including such warranties as defined by the Magnuson-Moss Act and/or applicable Canadian Consumer Protection Act. Any inspection services provided by Seller at Buyer's request shall be provided as a customer service only and shall not be deemed to act as a warranty or approval of Buyer's installation, use, or maintenance of the Products, nor shall Seller be liable for failure to detect improper use, installation or maintenance of the Products by Buyer.

11. Limitation of Liability.

(a) IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(b) IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS CONTRACT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THOSE SPECIFIC PRODUCT(S) PURCHASED BY BUYER HEREUNDER THAT ARE THE SUBJECT OF THE CLAIM OR, AS TO SERVICES, FOR THE AMOUNTS PAID TO SELLER FOR THE SPECIFIC SERVICES PERFORMED BY SELLER HEREUNDER THAT ARE THE SUBJECT OF THE CLAIM.

(c) This limitation of liability is a material basis for the parties' bargain and reflects the bargained-for allocation of risks between Seller and Buyer, without which Seller would not have agreed to provide the Products or Services at the price charged.

12. Indemnification.

Buyer shall indemnify, defend and hold harmless Seller from and against all damages, losses, expenses and costs (including reasonable attorneys' fees and costs and expenses related to the enforcement by Seller of any such indemnity obligation) related to or arising from claims brought by a third party, on account of personal injury or damage to tangible property in connection with Buyer's obligations under this Contract and/or Buyer's handling, use, or sale of the Products.

13. Adequate Assurance.

Seller reserves the right by written notice to cancel any order or require full or partial payment or adequate assurance of performance from Buyer without liability to Seller in the event of: (i) Buyer's insolvency, (ii) Buyer's filing of a voluntary petition in bankruptcy, (iii) the appointment of a receiver or trustee for Buyer or (iv) the execution by Buyer of an assignment for the benefit of creditors. Seller reserves its right to suspend its performance until payment or adequate assurance of performance is received and also reserves its right to cancel Buyer's credit at any time for any reason.

14. Intellectual Property Rights.

(a) Seller is unable to guarantee that no patent rights, copyrights, trademarks, (user) rights, trade models or any other rights of third parties are infringed by goods received from suppliers and/or buyers via Seller or any third parties, including but not limited to goods, models, and drawings for the manufacture and/or delivery of certain Products.

(b) In the absence of written agreement to the contrary, Seller holds the copyrights and all rights of (industrial) property to the offers it has made and the designs, images, drawings (test) models, software, templates, and other goods that it has issued.

(c) Buyer agrees that no express or implied licenses or other rights relating to any intellectual property of Seller, or the Products are provided to Buyer hereunder. Title in all intellectual property of Seller and the Products (including intellectual property licensed to Seller) shall remain at all times in Seller.

15. Compliance with Laws.

(a) Seller shall take reasonable steps to ensure the Products are in conformity with applicable laws and regulations; however, Buyer acknowledges that Products may be used in various jurisdictions for various applications subject to disparate regulations and therefore that Seller cannot warrant compliance with all applicable laws and regulations. Seller disclaims any representation or warranty that the Products conform to federal, state or local laws, regulations, ordinances, codes or standards, except as expressly set forth by Seller in writing. Buyer shall comply with all applicable laws, regulations and ordinances. Seller may terminate this Contract if any governmental authority imposes antidumping or countervailing duties or any other penalties on Products.

(b) The Products, items, technology, or software covered by a quotation/order may be subject to various laws including U.S. and foreign export controls. Seller is committed to complying with all relevant export laws. If these items are being exported from the United States, the following statement applies, "These commodities, technology or software were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. law is prohibited." Buyer is responsible for applying for export licenses, if required, based on end user or country of ultimate destination. Seller's obligations are conditioned upon Buyer's compliance with all U.S. and other applicable trade control laws and regulations. Buyer shall not trans-ship, re-export, divert or direct Products other than in and to the ultimate country of destination declared by Buyer and specified as the country of ultimate destination on Seller's invoice. Buyer agrees to indemnify, defend, and hold Seller harmless from any and all costs, liabilities, penalties, sanctions and fines related to non-compliance with applicable export laws and regulations, including reasonable attorneys' fees and costs and expenses related to the enforcement by Seller of any such indemnification obligation.

(c) Buyer represents and warrants that it is not subject to any trade sanctions imposed by the U.S. and/or foreign countries and that it is in compliance and shall comply with all applicable laws and regulations relating to trade restrictions and/or export controls (including trade sanctions imposed by the U.S. and/or foreign countries with respect to Products sold hereunder, and shall provide evidence of compliance with the foregoing as Seller may reasonably request from time to time.

(d) Buyer represents and warrants that it is in compliance and shall comply with all applicable anti-bribery and anti-corruption laws, including the U.S. Foreign Corrupt Practices Act, and has not, directly or indirectly, offered, paid, promised, or authorized the giving of money or anything of value to any government official for the purpose of influencing any act or decision of such government official. Buyer is not on, nor is Buyer associated with any organization that is on, any list of entities maintained by the United States Government that identifies parties to which the sale of goods or services is restricted or prohibited.

(e) Buyer and Seller may be subject to the Texas Data Privacy and Security Act (TDPSA). Buyer and Seller shall comply with all applicable provisions of the TDPSA. In performing this Agreement, it may be necessary for, and Supplier has a “legitimate interest” in, “processing” Buyer’s “personal data”, as those terms are defined in the GDPR.

16. Nuclear and Hazardous Activities.

Unless specifically agreed to in writing by an authorized officer of Seller, Products shall not be used in connection with any nuclear facility or any other application or hazardous activity where the failure of a single component could cause substantial harm to persons or property. If so used, Buyer agrees to indemnify, defend, and hold Seller harmless from any and all causes of action, claims, costs, liabilities, and losses that arise from or relate to the use of Products in such facilities, applications, or activities, including attorneys’ fees and costs and expenses related to the enforcement by Seller of any such indemnification obligation.

17. Termination.

In addition to any remedies that may be provided under these Terms and Conditions, Seller may terminate this Contract with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Contract and such failure continues for thirty (30) days after Buyer’s receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of these Terms and Conditions, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

18. Amendment and Modification.

These Terms and Conditions may only be amended or modified in a writing which specifically states that it amends these Terms and Conditions and is signed by an authorized representative of each party.

19. Waiver.

No waiver by Seller of any of the provisions of this Contract is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Contract operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

20. Confidential Information.

All non-public, confidential or proprietary information of Seller or provided by Seller, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as “confidential” in connection with this Contract is confidential, solely for the use of performing this Contract and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller’s request, Buyer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Article. This Article does not apply to information that is: (a) in the public domain through no fault of Buyer; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party that had a lawful right to disclose it.

21. Force Majeure.

Seller shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Contract, for any failure or delay in fulfilling or performing any term of this Contract when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller, or Seller’s suppliers, 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, pandemic, 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, or the worsening, escalation or expansion of any of the foregoing.

22. Assignment.

Buyer shall not assign any of its rights or delegate any of its obligations under this Contract without the prior written consent of Seller. Any purported assignment or delegation in violation of this Article is null and void and shall not relieve Buyer of any of its obligations under this Contract.

23. Relationship of the Parties.

The relationship between the parties is that of independent contractors. Nothing contained in this Contract shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

24. Governing Law.

All matters arising out of or relating to this Contract are governed by and construed in accordance with the Constitution and Statutes of Texas, without giving effect to any choice or conflict of law provision or rule (whether of the Constitution and Statutes of Texas or any other jurisdiction) that would cause the application of the laws of any other jurisdiction.

25. Submission to Jurisdiction.

Any legal suit, action or proceeding arising out of or relating to this Contract shall be commenced in the 1st District Court of Jasper County, Texas. If Buyer's pertinent place of business is outside the U.S., the dispute shall be submitted to and finally resolved by arbitration under the Rules of Arbitration of the International Chamber of Commerce ("ICC"). The number of arbitrators shall be one, selected in accordance with the ICC rules, unless the amount in dispute exceeds the equivalent of U.S. \$5,000,000, in which event it shall be three arbitrators. When three arbitrators are involved, each party shall appoint one arbitrator, and those two shall appoint the third within thirty (30) days, who shall be the Chairman. The arbitration shall be conducted in English. In reaching their decision, the arbitrators shall give full force and effect to the intent of the parties as expressed in the Contract, and if a solution is not found in the Contract, shall apply the governing law of the Contract. The decision of the arbitrator(s) shall be final and binding upon both parties, and neither party shall seek recourse to a law court or other authority to appeal for revisions of the decision. Each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding arising out of these Terms and Conditions.

26. Notices.

All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Contract or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), electronic transmission (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Contract, a Notice is effective only (a) upon receipt by the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Article.

27. Severability.

If any term or provision of this Contract is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Contract or invalidate or render unenforceable such term or provision in any other jurisdiction.

28. Survival.

Provisions of these Terms and Conditions which by their nature should apply beyond the Term of the Contract will remain in force after any termination or expiration of these Terms and Conditions including, but not limited to, the following provisions: Compliance with Laws, Confidential Information, Governing Law, Indemnification, Submission to Jurisdiction, and Survival.

29. Complete Agreement.

This Contract constitutes the entire agreement between Buyer and Seller relating to the subject matter hereof, and supersedes all prior and contemporaneous discussions, understandings, and agreements related to the subject matter hereof.

30. Language.

The parties have expressly requested that this Contract and all related documents be drafted in the English language.