



Term & Conditions of Sale

1. APPLICABILITY. The quote, sales order, signed purchase order or other contract vehicle, together with these terms and conditions of sale (the “Terms” and collectively, the “Contract”) are the only terms which govern the sale of the goods or services set forth in the documents comprising the Contract (“Products”) by Standard Ship Repair (hereafter referred to as "SSR," "Standard," or “Seller”) to any customer (“Buyer”). Buyer’s order (the “Order”) is made conditional upon these Terms. The Contract, together with any documents incorporated by reference, is the entire agreement with respect to the Order and the Products, and supersedes all prior understandings, agreements, negotiations, representations, warranties, and communications, both written and oral, regarding the Order or the Products and supersedes all of Buyer’s terms and conditions and all other communications between the parties suggesting additional or different terms. After Buyer’s review and acceptance, Buyer must sign and return the Order, with any payments, before SSR is required to start the project. Buyer’s signature on the Order constitutes Buyer’s consent and agreement to these Terms. If SSR is required to sign a subcontract agreement, SSR reserves the right to review, negotiate and agree to all the terms and conditions in its sole discretion prior to commencing work. As to any conflict of terms, if any, Standard’s terms and conditions shall be controlling as to Standard. This document shall be attached to any contractor agreement and deemed part of any such agreement. This proposal is subject to acceptance within 30 days of the submission date above. Acceptance of proposal after 30 days is grounds for re-pricing of product/services offered to adjust for changes in material, supplier and labor cost, regardless of any customer terms, unless this clause is specifically waived by Seller in writing. Issuance of an order by Buyer represents he/she has full authority to bind, inclusive of acceptance of these terms & conditions.

2. ACCEPTANCE. All Orders are subject to approval and written acceptance by an authorized representative of Seller.

3. MODIFICATIONS. Accept as otherwise reflected in these Terms, any change to an Order by Seller or Buyer requires written consent by Seller and may result in changes to the Contract, including but not limited to a change in price, delivery terms, payment terms, or performance warranties. Acceptance of any change is at the sole discretion of Seller.

4. DELIVERY & FORCE MAJEURE. Quotation delivery lead times are only estimates. Actual Order delivery dates are based on the Seller’s manufacturing schedule at the time of receipt of Buyer’s on-line purchase and/or purchase order, and Seller’s delivery estimate at the time Seller receives the Order supersedes any prior delivery estimate. Seller reserves the right to make partial shipment(s) and invoice therefor. Seller shall not be liable for damages resulting from delays or non-performance resulting from, events beyond Seller’s reasonable control (“Force Majeure Events”) including but not limited to, acts of God, fire, explosion, flood, war, terrorism or threats of terrorism, act of or as authorized by any government, accident, labor trouble or shortage, pandemics, inability to obtain equipment, material, transportation, acts of Buyer or any acts beyond the control of Seller. Delivery to carrier shall constitute delivery to Buyer and all risk of loss or damage in transit shall be borne by Buyer unless other delivery terms have been agreed to in writing by Seller prior to shipment. If, because of Buyer’s inability to take delivery, the Products are not shipped or are returned, Seller may, but shall not be obligated to, have them stored for Buyer at Buyer’s expense, risk, and account, and for all other purposes they shall be considered “shipped.” On receipt Buyer shall unload, handle, inspect, store and install the Products in accordance with generally accepted practices or specific instructions provided for Products.



Term & Conditions of Sale

If Seller delivers to Buyer a quantity of Products of up to 10% more or less than the quantity set forth in the Sales Order, Buyer shall not be entitled to object to or reject the Products or any portion of them by reason of the surplus or shortfall and shall pay for such Products the price set forth in the Contract adjusted pro rata. Seller shall not be liable for any non-delivery of Products (even if caused by Seller's negligence) unless Buyer gives written notice to Seller of the non-delivery within seven (7) business days of the date when the Goods would in the ordinary course of events have been received. 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.

5. PRICING. Prices offered do not include any sales, use, excise, occupational or other tax or freight unless otherwise specified. Buyer shall be solely responsible for all such charges, costs and taxes. Pricing is based on award of all items solicited in the work package and is subject to revision if Buyer modifies its request. Clerical errors are subject to Seller's correction and/or cancellation of any Orders with respect to pricing or typographical errors. All payments 30+ days late will be subject to a late charge of 1.5% per month (or to the extent such rate is prohibited by California law, the maximum rate allowed by law) and a \$50.00 administrative fee per month. Buyer acknowledges that no allowance has been made in the completion time or prices quoted above for holidays, adverse weather, docking, undocking, or shifting within yard facility and relocating or equipment as a result of same. Standard and Buyer, or if applicable, the contractor, shall develop mutually agreeable schedule upon award. Standard shall not be liable for liquidated damages or any other damages resulting from delay unless Standard is solely responsible for the delay and such delay is not the result of a force majeure event as described in Section 4 above. The Quote provided to Buyer, unless otherwise stated, is based on straight time, and all additional work will be priced at a blended rate of \$68.00 per hour, subject to prevailing rates of Seller at such time. An 18% markup will be applied to all additional material and Other Direct Costs. Repairs due to mechanical damage will be considered additional work. Additional material needed later than 30 days after the date of the Order will be subject to increase depending on market price. Any growth and/or new work awarded under the base contract shall be priced at a rate 20% higher than the basic rate upon which the base contract was awarded. As used herein, "Other Direct Costs" shall mean all expenses incurred for the Order other than for direct labor, which may include, but shall not be limited to shipping costs, the cost of printing supplies, the cost of special tools and/or test equipment, traveling expenses, the cost of special or additional insurance requirements, licensing costs, and the cost of permits.

5. PAYMENT TERMS. All payments are due at time of purchase for website Orders or as stated terms on Sales Order Confirmation and Invoice. Custom Products may require deposits and/or milestone or progress payments as designated by Seller. Seller reserves the right to modify its payment terms at any time. Invoices not paid according to the terms are subject to a late payment service charge of the lesser of one and one half percent (1.5%) per month or the maximum legal service charge permitted under the law. If Buyer fails to make any payment according to terms, Buyer shall pay all Seller's expenses related to collection of past due amounts, including, without limitation, attorneys' fees and costs. If, in Seller's judgment, the financial condition of Buyer or Buyer's payment history does not justify continuance of established terms of payment, Seller may require full or partial payment in advance or otherwise adjust the terms including ceasing to supply Buyer, and Seller shall not be liable for any damages resulting therefrom.

6. ASSIGNMENT. Buyer shall not assign or transfer its rights under the Contract to any party without Seller's prior written consent. Any such assignment shall not release Buyer of its obligations hereunder.



Term & Conditions of Sale

Buyer shall not assign, transfer or factor all or any portion of its accounts payable arising under any Order without at least 15 days prior written notice to and written authorization of Seller's accounting department. Any purported assignment or transfer in violation of this Section shall be null and void.

7. PACKAGING & SHIPMENT. Unless otherwise agreed to in writing by Seller (i) all Products shall be shipped FOB (Seller's warehouse) and Buyer shall bear the risk of loss or damage in transit, (ii) all shipments will be made using a carrier of Seller's choice, (iii) all shipments will include insurance up to the value of the Products, and (iv) all costs, including international customs fees and import duties, will be the responsibility of the Buyer. Products sold hereunder shall be packed or crated and shipped in accordance with Seller's specifications. Any special packing, crating, shipping or unloading requirements of Buyer must be agreed upon in writing by Seller. Shipping cost shall be based on package size and weight, method of shipment, shipping address and insurance. Weights listed, if any, are approximate. All Products shall be shipped to a physical address. Seller will not ship Product to a Post Office Box. For international shipments, Buyer is the importer of record and must comply with all laws and regulations of the United States and the destination country. Title shall pass to Buyer upon delivery of the Products to the carrier.

8. INSPECTION. Buyer shall inspect Products upon arrival and shall give written notice of any Non-Conformance to Seller and/or carrier within seven (7) business days of carrier's proof of delivery and shall submit together therewith written evidence or other documentation reasonably required to evaluate Buyer's claim of Non-Conformance. Failure to give such written notice of any Non-Conformance will constitute satisfactory shipment by Seller and irrevocable acceptance by Buyer of Products listed as shipped. "Non-Conformance" means only the following: Products shipped are different than identified in Buyer's purchase order accepted by Seller. Any claims regarding damage shall be solely between Buyer and the carrier. If Buyer timely notifies Seller of any Non-Conformance, Seller shall, in its sole discretion, (i) replace such Nonconforming Products with conforming Products, or (ii) credit or refund the purchase price for such Non-Conforming Products, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. As a condition to Seller's obligation to replace the Products or refund the purchase price, Buyer shall ship, at its expense and risk of loss, the Nonconforming Products to Seller's facility pursuant to written instructions from Seller. If Seller exercises its option to replace Non-Conforming Products, Seller shall, after receiving Buyer's shipment of the Non-Conforming Products, ship to Buyer, at Buyer's expense and risk of loss, the replaced Products, with shipping terms FOB (Seller's warehouse). Buyer acknowledges and agrees that the remedies set forth in this Section 8 are Buyer's exclusive remedies for the delivery of Non-Conforming Products. Except as provided under this Section 8, all sales of Products to Buyer are made on a one-way basis and Buyer has no right to return Products purchased under this Contract to Seller

Buyer has the right to inspect and test Products onsite at Seller or Seller's subcontractors' facilities prior to delivery ("Onsite"). For Onsite inspection and testing, Buyer must give 72 hours prior written notice of intent to come Onsite, and a mutually agreed date and time must be established. Seller assumes no obligation to perform any inspection and test for the benefit of Buyer. If Buyer performs an inspection or test Onsite, Seller shall furnish, and shall require its subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of such inspection and test. Inspection and testing beyond what is reasonable and customary could result in an increase in Order price.

9. STORAGE. Stored and unclaimed Buyer materials and equipment are subject to a storage fee of \$50.00 per day commencing on the fifteenth (15) day from notice of availability to the Buyer.



Term & Conditions of Sale

10. CANCELATION/RETURNS. Custom orders and specially manufactured Products may not be cancelled or returned. In the event of a stocked Product return or a cancellation permitted in writing by Seller, Buyer will be responsible for the costs of all materials, overhead and labor committed to the point of cancellation and all other associated costs of Seller. All Cancellations and returns are subject to a 25% fee, at Seller's discretion.

11. DEFECTIVE PRODUCTS. Products may not be returned without Seller's prior approval and Seller's issuance of a Return Merchandise Authorization (RMA) Number. If a return is approved, Seller will issue an RMA Number and Buyer will be provided with this number. Shipping costs for return of Product shall be at the cost of the Buyer unless otherwise determined by Seller. Buyer's claim of defective Product must be verified by Seller and determination if Product is defective is at Seller's sole discretion. If any Product is determined by Seller to be defective, Section 16 below shall govern and Buyer's remedies described in Section 16 shall be Buyer's sole and exclusive remedies.

12. REPAIRS & ALTERATIONS. Any repairs or alterations made to Product by anyone other than Seller shall void all warranties and shall be at the expense of Buyer unless specifically authorized in writing by Seller. In no event shall Seller be responsible or liable for damage, injury or death resulting from unauthorized repairs or alterations.

14. BUYER SUPPLIED MATERIAL & EQUIPMENT. Seller and Buyer may mutually agree in writing for Buyer to provide materials and/or equipment ("Buyer Property") to Seller. Buyer must provide a declared value ("Declared Value") of Buyer Property on its Purchase Order. Buyer agrees that it shall maintain adequate Property Insurance that includes all-risk coverage covering Buyer Property in-transit and Buyer Property at other locations (including while at Seller's facility). Except to the extent of Seller's proven gross negligence, Buyer shall retain liability for loss or damage to all Buyer Property including while on Seller's premises or within Seller's care, custody, or control. Buyer hereby waives and forever releases Seller from any and all liability with respect to loss or damage to Buyer Property for any reason whatsoever other than Seller's proven gross negligence and, in such event, Seller's maximum liability ("Liability Limit") shall not exceed the lower of the Declared Value or the Replacement Cost. Seller shall bear no responsibility or liability, financial or otherwise, for any damage, loss, or expense that results from or is a consequence of incorrect Buyer Property and/or information furnished by Buyer including drawings, specifications or instructions.

"Replacement Cost" means the total depreciated cost reasonably necessary to replace Buyer Property. As work is performed (Work in Progress), the Replacement Cost of Buyer Property may increase. "Work in Progress" includes materials, labor and burden and outside services performed (such as: coating, measuring, testing, etc.).

Buyer assumes full responsibility for the cost of shipping, and liability and risk of loss or damage to Buyer Property while in transit. Incoming goods shall be inspected upon receipt by Seller, and Seller shall use best commercially reasonable efforts to generate an inspection form and take photographs to record condition of incoming Buyer Property. For outgoing shipment of Buyer Property and finished goods, Seller will arrange shipping with Buyer's selected shipping company on Buyer's account or Buyer will be billed by Seller for shipping costs. Buyer will be named consignee of goods and Buyer assumes full responsibility for the cost of shipping and liability and risk of loss or damage to Buyer Property while in transit. Buyer supplied crating and packaging must be designed to withstand the rigors of shipping.



Term & Conditions of Sale

In the normal process of manufacturing, breakage and/or damage can occur with no obvious cause, negligence or fault. Breakage from causes such as concealed structural defects, stress fractures, thermal shock and others can occur regardless of the very best manufacturing practices. In the event of an unclear cause, Seller may perform a Root Cause Analysis to attempt to determine the cause of failure and percentage of financial liability to each party.

15. INSURANCE. Buyer, at its own cost and expense shall acquire and maintain, with insurance carriers having an AM Best rating of “A- VII” or better, sufficient insurance to adequately protect the respective interests of the Parties, but no less than the following minimum types and amounts of insurance on an occurrence basis: (i) commercial general liability insurance with minimum limits of \$1,000,000 per occurrence, \$1,000,000 products/completed operations aggregate and \$2,000,000 general aggregate, with coverage to include independent contractor, products/completed operations liability, contractual liability, personal injury, cross liability or severability of interests and broad form property damage, (ii) professional liability/errors & omissions insurance in the minimum limit of \$1,000,000 each claim and \$2,000,000 general aggregate to protect Buyer and (iii) statutory workers’ compensation insurance and employer’s liability insurance in the minimum amount of \$1,000,000 each employee by accident, \$1,000,000 each employee by disease and \$1,000,000 aggregate by disease with benefits afforded under the laws of the applicable state or country. Upon Seller’s request, Buyer shall provide Seller with a certificate of insurance from Buyer’s insurer evidencing the insurance coverage specified in these Terms. Seller shall be named as an additional insured under such insurance policies. Buyer shall provide Seller with thirty (30) days’ advance written notice in the event of a cancellation or material change in Buyer’s insurance policy. Except where prohibited by law, Buyer shall require its insurer to waive all rights of subrogation against Seller’s insurers and Seller.

16. LIMITED WARRANTY. Unless expressly stated otherwise in writing by Seller, Seller warrants its Products against defects in workmanship and material for one (1) year from the date of shipment to Buyer’ provided however, that alleged defects must be reported in writing to Seller within such one (1) year period. Some Products require re-certification within a specified time from shipment to Buyer. If said Product is not re-certified within the specified time span, the warranty is void. Specifications provided by Seller are guidelines only and the particular use and application will determine the actual performance of Product. Seller’s liability under this warranty and Buyer’s sole and exclusive remedy shall be limited to either: (i) the replacement or repair of the Products or (ii) refund of price actually received by Seller for the Product at issue (depreciated), at Seller’s sole discretion, for any Product which Seller determines is defective. As a condition to Seller’s obligation to replace, repair or refund the Products, Buyer shall ship, at its expense and risk of loss, the Products to Seller’s facility pursuant to written instructions from Seller. The warranty does not apply to any defect, malfunction or failure caused by repairs or modifications made by other than by, or without the consent of, Seller or if the Product has been subject to abuse, misuse, neglect, tampering, accident or damage by circumstances beyond Seller’s control, including without limitation, acts of God, war, acts of government, corrosion, power fluctuations, freeze-ups, labor disputes, differences with workmen, riots, explosions, vandalism, or malicious mischief. The warranty on component parts not manufactured by Seller is limited to that of the manufacturer thereof, if any. The foregoing warranties do not cover reimbursement for labor, transportation, removal, installation, or other expenses which may be incurred in connection with replacement or repair.



Term & Conditions of Sale

Other than the foregoing, seller makes no warranty whatsoever with respect to the products, including any (a) warranty of merchantability; (b) warranty of fitness for a particular purpose; (c) warranty of title; or (d) warranty against infringement of intellectual property whether express or implied by law, course of dealing, course of performance, usage of trade or otherwise.

Products manufactured by a third party (“third party product”) may constitute, contain, be contained in, incorporated into, attached to, or packaged together with, the products. Third-party products are not covered by the warranty in section 16. for the avoidance of doubt, seller makes no representations or warranties with respect to any third-party product, including any (a) warranty of merchantability; (b) warranty of fitness for a particular purpose; (c) warranty of title; or (d) warranty against infringement of intellectual property rights of a third party; whether express or implied by law, course of dealing, course of performance, usage of trade or otherwise

17. EQUIPMENT. Tooling, molds, fixtures, equipment and software (“Equipment”) developed by Seller for the purpose of manufacturing Buyer projects may contain Seller’s proprietary technology and is and shall remain Seller’s sole property. Although Buyer paid Equipment may be owned by the Buyer, it shall be held by Seller as confidential material and shall not be released to the Buyer. Equipment may be viewed and inspected by Buyer solely at Seller’s discretion.

18. CONFIDENTIALITY. Neither party shall disclose any information regarding any subject matter or proprietary technical information received from the other party, except to the extent that disclosure is required by law or is otherwise agreed to in writing by the parties. Any current and executed confidentiality and/or non-disclosure agreements that exist between Buyer and Seller shall supersede this section.

19. INTELLECTUAL PROPERTY. Each party owns or has a license to use its respective patents, copyrights, trademarks, design rights, trade secrets, know-how and other intellectual property and proprietary rights (“IP Rights”). Seller represents, warrants and covenants that to its actual knowledge, the purchase or use of Products furnished hereunder will not infringe or contribute to infringement of any IP Right, and shall defend, indemnify and hold the Seller harmless against any and all third-party claims, suits, damages, expenses (including reasonable attorneys’ fees) which they may sustain or incur as arising from the Products’ infringement on existing IP Rights of another party.

20. INDEMNIFICATION. Except to the extent of Seller’s gross negligence or willful misconduct, Buyer shall defend, indemnify and hold Seller, its agents and employees harmless from and against all claims, suits, damages, expenses (including reasonable attorneys’ fees), including property damage and death or injury, arising out of or relating to (i) Buyer’s provided specifications, structure, operation, material, or method of making the Products, including, without limitation, any resulting violation of intellectual or proprietary rights, (ii) use, misuse or disposal of the Products, (iii) violation of laws including US Export Laws, and (iv) Buyer’s breach of these Terms.

21. LIMITATION OF LIABILITY. Under no circumstances shall seller be liable to buyer or any other person or entity for loss of use, revenue or profit or loss of data 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, or claims of buyer’s customers, even if seller has been advised of the possibility of such damage.



Term & Conditions of Sale

In no event shall seller's aggregate liability arising out of or related to this contract or the products, 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 the products sold hereunder.

22. SECURITY INTEREST. As collateral security for the 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 the California Uniform Commercial Code. Seller is authorized to file financing statements describing the Collateral and in such jurisdictions it deems appropriate without further consent from Buyer. Buyer shall pay Seller, upon demand, all costs and expenses incurred by Seller with respect to the administration, enforcement, collection or protection of its first position priority purchase money security interest and lien in and to the Collateral, the enforcement of any Claims against the Buyer or the exercise of any of its rights, remedies or privileges granted in the order, including reasonable attorneys' fees.

23. COMPLIANCE. Buyer shall comply with all applicable laws, regulations, and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Contract. Buyer shall comply with all export and import laws of all countries involved in the sale of the Products under the Contract or any resale of the Products by Buyer. Buyer assumes all responsibility for shipments of Products requiring any government import clearance. Seller may terminate the Contract if any governmental authority imposes penalties on Seller with respect to the Products. Products furnished herein may not comply with all Federal, State, and applicable local laws, regulations or ordinances unless expressly agreed to in writing. It is the Buyer's sole responsibility to ensure that the Products are compliant for its use and used in a safe manner.

24. EXPORT COMPLIANCE. In order to ensure that both parties comply with the export control laws, it is the sole responsibility of Buyer to clearly mark and identify any controlled Technology or Technical Data contained in all communications, documents, specifications, structure, materials, instructions, software, designs provided by Buyer to Seller. Controlled Technology or Technical Data means any such information that falls under the jurisdiction of US Export Laws (collectively "Controlled Items"). US Export Laws include, but are not limited to: the Arms Export Control Act, the International Traffic in Arms Regulations, the Export Administration Act, the Export Administration Regulations and any other statute(s) or regulation(s) governing the sale, export, disclosure or exchange of any item by a U.S. Person with, or to, another country or a person who is a citizen of another country and all successor and supplemental laws and regulations to the above. The terms Technology and Technical Data shall have the meanings provided for in the US Export Laws. Buyer represents and warrants that all Technology and Technical Data provided by the Seller which are subject to US Export Laws will be stored, secured, transmitted and disposed of only as authorized by the US Export Laws. Buyer will either (i) represent and warrant that it is a U.S. Person as that term is defined in the US Export Laws, or (ii) if Buyer is a non-U.S. business entity, it must disclose to Seller in writing the country in which it is incorporated or otherwise organized to do business. Buyer must also disclose the citizenships and U.S. immigration status of all persons involved in any sales transaction(s), including any consignees or end users and end uses, as required by the U.S. Export Laws. If Buyer is a natural person, Buyer must disclose to Seller in writing all citizenships and U.S. immigration status. Buyer



Term & Conditions of Sale

further covenants that it shall comply with any and all US Export Laws, and any license(s) issued thereunder in regard to the items provided by Seller pursuant to this sale.

25. APPLICABLE LAW; JURISDICTION AND VENUE. The laws of the State of California shall govern these Terms and the Contract, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other State. The courts of the State of California, County of San Diego shall be the exclusive venue and jurisdiction. Each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

26. ARBITRATION. Buyer and Seller shall attempt in good faith to resolve any dispute arising out of or relating to the Contract or the Products promptly by negotiations between them. If a dispute arises from or relates to the Products, this Contract, or the alleged breach thereof, and if the dispute cannot be settled through informal negotiations within thirty (30) days, the dispute shall be settled by, arbitration in San Diego County, California pursuant to the commercial arbitration rules of an JAMS or ADR Services, Inc., (collectively "Approved Service") or other recognized arbitration service selected by the party instituting such action provided if any other party objects to the selection of a service other than an Approved Service the arbitration shall be moved to an Approved Service selected by the party objecting. Any award or decision obtained from any such arbitration proceeding shall be final and binding on the parties, and judgment upon any award thus obtained may be entered in any court having jurisdiction thereof. No action at law or in equity based upon any claim arising out of or related to this Agreement shall be instituted in any court by Buyer or Seller except: (a) an action to compel arbitration pursuant to this Section, (b) an action for injunctive relief, or (c) an action to enforce an award obtained in an arbitration proceeding in accordance with this Section.

27. GOVERNANCE. Buyer and Seller each agree that these Terms shall govern and control with respect to all orders issued by Buyer to Seller, and no term, condition, warranty or representation appearing in any purchase order or other documentation of Buyer will govern unless expressly agreed to in writing by Seller with an express statement in such document that those terms shall govern over these Terms.

28. SEVERABILITY. In the event that any provision herein or part thereof shall be found to be void or unenforceable, such finding shall not render any other provisions void or unenforceable, and all other provisions shall remain in full force and effect.

29. ENTIRETY. The Contract embodies the entire understanding between Buyer and Seller and there are no agreements, understandings, conditions, warranties, or representations, oral or written, express or implied, with reference to the subject matter hereof which are not merged herein or referenced herein. Any changes or revisions to these terms and conditions by Buyer must be authorized in writing by an authorized officer of Seller.

30. NO THIRD-PARTY BENEFICIARIES. The Contract is for the sole benefit of Buyer and Seller and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.

31. 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 sales order or purchase order, as applicable, or to such other address that may be designated



Term & Conditions of Sale

by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid) 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 of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

32. SURVIVAL. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of the Contract, including, but not limited to, the following provisions: Insurance, Limited Warranty, Compliance, Export Compliance, Confidentiality, Indemnification, Limitation of Liability, Applicable Law; Jurisdiction and Venue; Arbitration; and Survival.

33. MISCELLANEOUS. These Terms may be modified by Seller from time to time. The headings are for convenience of reference only and are not intended to influence the construction of any provisions of the Contract. Unless a particular context clearly provides otherwise, the word “including” will mean “including but not limited to”.