



NIKKISO CLEAN ENERGY & INDUSTRIAL GASES GROUP
U.S. STANDARD TERMS AND CONDITIONS OF SALE
Rev. 12/9/2024

1. **CONTROLLING TERMS AND CONDITIONS** - These terms and conditions of sale (are applicable to all quotations and purchase orders and are the only conditions applying to the sale of Seller's goods or services, except conditions on the face of a corresponding purchase order relating to prices, quantities, delivery schedules, milestone payments, shipping instructions, and the description and specifications of the goods or services and the corresponding quotation(s) together with other written conditions which may be mutually agreed upon by the parties in writing (this "Agreement" or the "Contract Documents"). Acceptance by Buyer of Seller's quotation is expressly and exclusively limited to the terms, conditions and limitations contained herein, with the exceptions described, which terms and conditions supersede all prior statements, proposals, negotiations, representations and agreements and shall constitute the entire agreement between Seller and Buyer with respect to the subject matter hereof. This serves as written objection to and rejection of all inconsistent or additional terms, conditions and limitations contained on any form or writing of Buyer. Buyer's acceptance of these terms and conditions shall be deemed to have occurred unless written notice of rejection is received by Seller within five (5) calendar days of receipt of this document. In any event, Buyer's acceptance of delivery of the goods and/or services sold hereunder shall manifest Buyer's assent to the terms, conditions and limitations contained herein. Seller shall not be deemed to have waived the terms and conditions contained herein if Seller fails to object to the conditions appearing in, incorporated by reference, or attached to a purchase order. If Buyer issues multiple purchase orders or makes other requests of Seller for goods or services, each such order or request shall be subject to these terms and conditions of sale regardless of Buyer's other terms of any such order or request, and regardless of the method in which the order was placed.

2. EXCLUSIVE WARRANTY

2.1 Goods Manufactured by Seller –

2.1.1 Seller's Warranty - Seller warrants to the original buyer that its new goods are free from defects in materials and workmanship. Seller warrants rated performance of its new goods on the condition that such goods are used and maintained in accordance with the conditions set forth in the Contract Documents, including, but not limited to, the operating and maintenance manuals, and installation and use criteria set forth in specifications which are a part of this Agreement, or if there are none, under good operating, maintenance and use conditions. Seller shall have no obligation under this warranty for any defect caused by the negligence or fault of Buyer. Seller's obligation under this warranty is limited to the repair, or, at Seller's option, the replacement of any non-conforming goods or parts thereof, which are within twelve (12) months of delivery to the original buyer, or the replacement of spare parts within ninety (90) days of delivery to the original buyer, returned DDP Seller's plant of manufacture (or place of manufacture or assembly of a supplier to Seller, if so directed by Seller) or placed in a suitable workshop designated by Seller, and which, after examination, appear to Seller's reasonable satisfaction to be defective under this warranty. If Seller is Nikkiso Cryo, Inc., the applicable warranty period shall be 12 months from the date of commissioning or eighteen (18) months from the date of delivery to the original buyer, whichever is earlier, for prime equipment, or within ninety (90) days of delivery to the original buyer for spare parts. No additional or extended warranty period(s) shall apply to repaired or replacement goods or parts thereof or to repaired or replacement spare parts. All costs of removal, disassembly, reinstallation, freight, insurance, and risk of loss arising in connection with performance of this warranty shall be borne by Buyer.

2.1.2. Decomposition of Liquid-Contacting Parts - Seller shall not be liable for any defects arising from any decomposition of liquid-contacting parts of goods by chemical action such as corrosion and/or erosion, and in no event shall Seller's opinion or recommendation of the materials of liquid contacting parts create any warranty or liability.

2.2 Components Purchased by Seller - Seller hereby assigns, transfers, and conveys to Buyer, to the fullest extent permitted by applicable law, all of the Seller's rights to any warranties, guarantees, or indemnities provided by third parties, including but not limited to manufacturers and service providers, in connection with the goods sold under this Agreement ("Third-Party Warranties"). Such Third-Party Warranties shall run to Buyer, its successors, assigns, and customers. Buyer shall be entitled to proceed only under the relevant Third-Party Warranties.

2.3 Designs - Seller warrants to the original buyer of its designs that such designs satisfy criteria and specifications set forth in the Contract Documents. Seller's obligation under this warranty is limited to redesign if, within twelve (12) months after delivery of the goods to the original buyer, Buyer demonstrates to Seller's reasonable satisfaction that said design criteria and specifications were not satisfied by Seller's design. If Seller manufactures the goods in accordance with Buyer's specifications, Seller shall have no liability whatsoever for defects in design or failure of performance of the goods attributable to defects in Buyer's specifications.

2.4 Technical Assistance and other Services – Seller warrants that it shall use sound and professional principles and practices in accordance with normally accepted industry standards in the performance of services and that performance of its personnel shall reflect their best professional knowledge, skill and judgment. If any failure to meet the foregoing warranty



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appears within ninety (90) days after the services are rendered and Seller receives written notice of such failure from Buyer within such ninety (90)-day period, Seller shall again perform the services directly affected by such failure at Seller's sole expense.

2.5 No Other Warranties – Seller's warranties as stated in this Section 2 shall be exclusive THERE SHALL BE NO EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY BEYOND THE EXPRESS TERMS OF THIS AGREEMENT UNLESS EXPRESSLY AGREED TO BY SELLER IN WRITING. SELLER DOES NOT WARRANT THE GOODS AS TO THEIR FITNESS FOR ANY SPECIAL USE OR FUNCTION OR AS TO THEIR LIFE AFTER SALE TO BUYER AND/OR TO SUBSEQUENT BUYERS OR USERS OF THE GOODS. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE WHICH EXTEND BEYOND THE FACE OF THIS AGREEMENT. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF THE GOODS AND/OR SERVICES.

2.6 Exclusions from the Warranty –

2.6.1 All costs and consequences of any corrective action undertaken by Buyer with respect to allegedly defective goods or services prior to confirmation of the defect by Seller shall be excluded from this warranty. Furthermore, Seller has no responsibility whatsoever for reimbursing Buyer or its customers, nor shall Seller be liable in damages for reimbursement of reasonable repair or replacement costs incurred by Buyer or Buyer's customers in connection with the goods, services or parts thereof without Seller having an opportunity to perform its warranty obligations as hereinabove set forth. Seller's warranties as hereinabove set forth shall not be enlarged or modified except by the express written agreement of both parties.

2.6.2 Any installation, operation, maintenance, parts replacement, modification, storage or transport by other than Seller or Seller's agents, other than in accordance with the provisions of this Agreement (including, without limitation, Seller's operation and maintenance manuals) or Seller's prior written instruction or authorization, shall void this warranty.

2.7 Warranty Claims by Buyer. Buyer's assertion of any rights under this warranty shall be in writing and shall specify with particularity the alleged defects in the goods.

3. NO INDIRECT OR CONSEQUENTIAL DAMAGES; LIMITATION OF SELLER'S LIABILITY - As a material inducement for Seller to sell the goods and/or services to Buyer at the stated price, Buyer agrees that Seller shall in no event be liable for any loss, expense or damage (whether direct or indirect) for (i) loss of revenue, profits, savings, business, goodwill or diminution in value and (ii) exemplary, punitive, special, proximate, consequential or incidental damages and expenses of any type or nature, on account of any breach or default hereunder by Seller, on account of active or passive negligence by Seller, on account of the use or nonuse of the goods or services' results, or on account of claims for indemnification. Further, Seller's maximum total liability under this Agreement for damages and expenses arising from any default or defaults, breach or breaches of warranty, active or passive negligence or failure to deliver goods or services in conformance with this Agreement (regardless of the form of action, whether in contract, equity, tort or claims for indemnification) shall not exceed Buyer's actual damages (exclusive of the damages described in the first sentence of this Section 3) or the price actually paid by Buyer to Seller for the particular goods or services involved in the occurrence giving rise to such liability, whichever is less. The period of such liability shall not extend beyond the warranty period under this Agreement. The limitations set forth in this Section 3 shall not be affected even if the repair remedy provided in Section 2 hereof fails of its essential purpose. In no event shall Buyer, its customers, successors or assigns, commence any action under this Agreement or arising out of the sale, delivery or use of the goods or services, and regardless of the form of the action, later than one year after the cause of action has accrued. BUYER'S REMEDIES AND MEASURE OF DAMAGES AS SET FORTH IN THIS AGREEMENT SHALL BE EXCLUSIVE.

4. PRICES - Unless otherwise specified, prices include domestic packaging and crating charges, and Buyer will pay any transportation charges. Prices do not include any federal, state, or local taxes, assessments, or export or import duties applicable to the sale, ownership, production, transportation or use of goods or services sold. Any such tax or duties shall be separately itemized on Seller's invoice and paid by Buyer or, in lieu thereof, Buyer shall furnish Seller with a valid tax exemption certificate. In the event Seller is required to pay any such tax or assessments, Buyer shall reimburse Seller upon demand, plus interest on such amount at the rate of ten percent (10%) per annum from the date paid by Seller. Seller shall be under no obligation to contest the validity of any such tax or assessments or to prosecute any claims for refunds or returns. Any personal property taxes or similar taxes or assessments against the goods or on account of materials segregated for Buyer and being held by Seller at Buyer's request shall be paid by Buyer.



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5. DELIVERY AND PACKAGING - The time of the delivery shall be agreed upon in the relevant purchase order. Unless otherwise agreed in writing, all shipments shall be EXW Seller's plant or plants (INCOTERMS 2020), and title shall pass to Buyer upon delivery to the carrier at such point. Packaging will be in accordance with Seller's standard commercial practice for domestic shipments. Seller may ship goods to the Buyer's place of business by such means as Seller shall select if adequate shipping instructions are not received from Buyer at least thirty (30) days prior to the shipment date. Buyer accepts all risk of loss or damage thereto, upon delivery of goods by Seller to a carrier, shipper, forwarding agent or transporter, whether selected by Buyer or Seller. In no event shall Seller be responsible for any loss or damage to the goods after delivery.

Seller shall give Buyer not less than seven (7) business days advance notice of readiness to ship, and Buyer shall respond within two (2) business days to all of Seller's written requests for information and/or approvals. No payment otherwise due to Seller shall be delayed or withheld, and no liquidated damages shall be assessed, on the basis of any delay caused by Buyer's failure to timely respond to such requests by Seller, by delays in shipment where Buyer is responsible for arranging shipment or by delays due to lack of site preparation by Buyer.

6. SHIPPING DELAYS - If the goods are ready to ship in accordance with the terms of sale and Buyer is not ready to take possession of same, the goods will be "Shipped in Place" (as commonly defined by generally accepted accounting principles), and Buyer will thereupon assume all responsibility for and risk of loss or damage to the goods. At Buyer's option and expense, Buyer may obtain insurance coverage in case of loss or damage to the goods Shipped in Place. Title transfer to the goods will occur upon full payment for the goods. Upon Shipment in Place, Seller will be entitled to receive any payment(s) due upon delivery in accordance with the payment terms. If Buyer requests and Seller agrees, the goods will be stored by Seller for up to sixty (60) days without charge, after which the storage charge will be six-tenths of one percent (0.6%) of the purchase order value per day. Upon Buyer's request, Seller will arrange to deliver the goods to a freight forwarder or warehouse for storage. All transport and storage costs shall be the responsibility of Buyer. Buyer shall bear all risk of loss or damage during transport and storage.

7. BUYER'S DELAYS - Buyer shall not suspend, hold, delay, interrupt, arrest, defer or otherwise postpone Seller's performance under a purchase order or any portion thereof without Seller's written consent, and when such consent is granted, Buyer must reimburse Seller for associated costs, including charges under supply contracts with components suppliers, unrecoverable design or manufacturing expenses up to the suspension point, and any storage costs until production resumes or cancellation charges per Section 9 are paid. In case of any such delay by Buyer, Seller and Buyer shall mutually agree as to an extension to the delivery date(s) for the affected goods or services. Unless otherwise agreed, any Buyer-caused delay lasting longer than sixty (60) days in the aggregate shall, at the option of Seller, be deemed a cancellation per Section 9 hereinbelow.

8. PAYMENTS - Terms of payment, on open accounts only, are net thirty (30) days from receipt of invoice, unless otherwise agreed to in writing. Any payment due which is delayed in whole or in part, other than payments delayed as a result of non-performance by Seller, shall bear interest on the unpaid amount at the rate of 1.5% per month. In addition to Seller's right to all remedies available at law or in equity, Seller reserves the right to withhold shipment of all or part of the goods or suspend further performance of services if any payment is overdue, and Buyer shall not be entitled to claim any damages caused by the delay resulting therefrom. Neither Buyer nor any affiliated company or assignee shall have the right to claim compensation or to set off against any amounts which become payable to Seller under this Agreement or otherwise.

If Buyer becomes the subject of a proceeding under state or federal law for relief of debtors, or makes an assignment for the benefit of creditors, Seller may, in addition to any other rights it may have (including but not limited to stoppage of goods in transit to Buyer), require prompt payment for the goods already shipped (or services provided accordingly) and cancel this Agreement in relation to the unshipped portion of the goods or unperformed services.

9. CANCELLATION BY BUYER – This Agreement is subject to cancellation by Buyer only upon Seller's accepting such cancellation in writing, and the effective date of such cancellation shall be the date of such acceptance, unless otherwise agreed by the parties in writing. Upon acceptance of cancellation, Seller shall commence efforts to terminate purchase, rental, service, and labor commitments relating to the purchase order, and Buyer shall be liable for the costs of terminating such commitments, as well for the payment for completed work, work in process at the time of cancellation and lost profits.



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Payment of cancellation charges shall be made by Buyer upon receipt of an invoice and calculation of the charges. Cancellation charges shall not exceed the purchase price of the canceled portion of this Agreement. If the parties have agreed upon a cancellation schedule, the Seller shall be entitled to compensation as outlined in the agreed schedule.

10. ACCEPTANCE - Buyer shall inspect all goods promptly upon their delivery to the destination stated in this Agreement and shall within ten (10) calendar days provide written notice to Seller at its principal place of business of any claim that the goods do not conform to the terms of this Agreement. Any such notice shall specify with particularity each alleged defect or nonconformity. If Buyer fails to give such timely notice, the goods shall be conclusively deemed to conform to the terms and specifications of this Agreement, and Buyer shall be deemed to have irrevocably accepted the goods. Further, Buyer's acceptance of late delivered goods shall constitute complete and satisfactory performance by Seller. Any use by Buyer of the goods other than solely for test purposes, or any alteration of the goods by Buyer without Seller's prior written consent, shall be conclusive and binding evidence that the goods conform to the terms and specifications of this Agreement. If Buyer accepts or is deemed to have accepted the goods as hereinabove provided, Buyer shall not be entitled to revoke acceptance thereof at a later time.

In the event Buyer timely rejects the goods in accordance with the terms of this Agreement, Buyer shall hold the goods without charge to Seller for a reasonable time until Seller gives Buyer its instructions regarding the goods. Should Buyer sell or dispose of the goods, such sale or disposition shall constitute an unequivocal acceptance of the goods, notwithstanding any prior rejection of the goods.

11. FORCE MAJEURE - Seller shall not be in default for any failure to deliver or delay in delivery arising out of causes beyond its control and without its negligence, including, but not limited to: Acts of God or the public enemy, acts of the government in either its sovereign or contractual capacity, acts of terrorism, fires, floods, epidemics, pandemics, quarantine restrictions, strikes, shortage of materials or supplies, delay or failure of Seller's subcontractors or suppliers, labor disputes, freight embargoes, delays in transit and unusually severe weather. Any of the above excusable delays shall not terminate this Agreement, and Seller shall deliver the goods or services as promptly as practical thereafter. Seller shall have the right to apportion its production schedule among its customers as it deems fit while the excusable delay continues. Once the excusable delay ends, any delivery date(s) set forth in the Agreement shall be extended accordingly.

12. CONFIDENTIALITY – It is agreed that all information, drawings, and specifications provided by one party (the "Disclosing Party") to the other (the "Receiving Party") relating to the design, engineering, manufacturing and other operations and processes for the manufacture of the goods (herein called "Confidential Information") is confidential to the Disclosing Party. Should the Receiving Party or any of its affiliates obtain any Confidential Information, the Receiving Party agrees to keep such Confidential Information confidential and shall disclose such Confidential Information to their employees, accountants, attorneys, agents, and representatives (collectively, "Representatives") only to the extent necessary for the performance of this Agreement and subject to confidentiality agreements with such persons to whom such Confidential Information is disclosed. The Receiving Party agrees to make all reasonable efforts and take all reasonable precautions to prevent any of its personnel or those of its affiliates, or the third parties to whom such Confidential Information is disclosed with the other party's prior written consent, from making any unauthorized use or disclosure of such Confidential Information, and shall be responsible to the Disclosing Party for any such unauthorized use or disclosure. Notwithstanding the foregoing, Confidential Information does not include the particular portion thereof that the Receiving Party can prove: (i) was or becomes generally available to the public other than as a result of an unauthorized disclosure by the Receiving Party or its Representatives; (ii) was known by the Receiving Party prior to the date hereof without any obligation of confidentiality, as evidenced by written records; (iii) becomes lawfully available to the Receiving Party on a non-confidential basis from an independent source without breach of this Agreement or any other confidentiality obligations; or (iv) is independently developed by the Receiving Party without any reliance on or use of any Confidential Information and without breach of this Agreement or any other confidentiality obligations. The Receiving Party agrees to return all such Confidential Information to the Disclosing Party upon written demand of the Disclosing Party or upon termination of this Agreement for any reason.

13. INTELLECTUAL PROPERTY; PATENT INDEMNITY - The prints, drawings and specifications of Seller which are part of this Agreement or furnished by Seller to Buyer in connection with the obtaining or the performance of this Agreement are the property of Seller and represent a proprietary article with respect to which Seller retains all United States and foreign patent rights, trademarks or copyrights, including exclusive rights of use, manufacture and sale. Possession by Buyer of



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such prints, drawings and specifications does not convey any permission to manufacture, have manufactured or sell any goods shown thereon without Seller's consent in writing, and such information is disclosed to Buyer on a confidential basis. Seller grants Buyer a worldwide, irrevocable, royalty-free, fully paid-up and transferrable license to use such prints, drawings and specifications for the limited purpose to install, operate, maintain, and resell the goods purchased pursuant to this Agreement.

Further, Seller's goods are offered for sale and are sold subject in every case to the condition that such sale does not convey any license, expressly or by implication, estoppel, or otherwise, under any patent claim or trade secret with respect to which Seller could grant licenses covering any other good(s), or any completed equipment, or any assembly, piping spool, circuit, combination, method or process in which, or in the manufacturing or testing of which, any such Seller goods are used (notwithstanding that such Seller goods may have been designed only for use in, or may only be useful in, such other patented goods or such patented equipment, assembly, piping spool, circuit, combination, method or process, or in the manufacturing or testing thereof, and that Seller goods may have been purchased and sold for such use). Except as stated above, Seller expressly reserves all its rights under such patent claims and trade secrets.

Seller agrees to indemnify Buyer, its successors, assigns, agents and users of its goods against loss, damage, or liability, including cost and expenses, which may be incurred on account of any suit, claim, judgment or demand involving infringement or alleged infringement of any U.S. patent rights in the manufacture, use or disposition of any goods supplied hereunder, provided Buyer shall promptly notify Seller of any claim received or suit instituted against it and, to the full extent of its ability to do so, shall permit Seller to defend the same or make settlement in respect thereto. In the event the goods furnished hereunder are produced under Buyer's specifications, no liability under this Section 12 shall arise against Seller. In like manner, Buyer agrees to save Seller harmless from patent infringements resulting from Seller's compliance with: (i) designs and/or specifications not originating with Seller now or hereafter forming a part of this Agreement, or (ii) specific written instructions given by Buyer for the purpose of directing the manner in which Seller shall perform this Agreement.

14. EFFECT OF INVALIDITY - The invalidity in whole or in part of any provision hereto shall not affect the validity of any other provision.

15. CREDIT - Seller reserves the right at any time to alter or suspend credit, or to change credit terms provided herein, when in its sole opinion the financial condition of the Buyer so warrants. In such case, in addition to any other remedies herein or by law provided, cash payment or satisfactory security from Buyer may be required by Seller before shipment, or Seller may, at its option, defer further shipments to Buyer until Buyer reestablishes satisfactory credit, cancel the unshipped portion of the purchase order without any liability for failure to ship, or make shipments to Buyer on a prepayment or COD basis. Payments made by trade acceptances, notes, securities, postdated checks, etc., are not acceptable unless first approved in writing by Seller.

16. REMEDIES - The rights and remedies provided to Buyer herein shall be exclusive, and in lieu of any other rights and remedies provided at law or in equity. If the parties have agreed upon liquidated damages in the purchase order, said liquidated damages shall constitute the exclusive remedy for rectifying the breach to which the liquidated damages apply.

17. NO WAIVER - Either party's failure to insist upon strict performance of any provision of the Agreement shall not be deemed to be a waiver of the party's rights or remedies, nor a waiver by the party of any subsequent default by the other party in performance of or compliance with any of the terms of this Agreement. Any waiver of any right or remedy of Seller must be in writing and signed by an officer of Seller.

18. DISPUTES

18.1 Applicable if Either Buyer or Delivery is within the United States -

Governing Law/Jurisdiction - Any action to enforce or interpret the terms of this Agreement or arising out of this Agreement shall be brought and maintained exclusively in the principal trial court in the state and county in which Seller's principal offices are located or in the Federal District Court for the District in which Seller's principal offices are located. Buyer and Seller each irrevocably submits to the exclusive jurisdiction of the aforesaid courts and agrees not to commence any action, suit, or proceeding except in such courts. Buyer and Seller irrevocably and unconditionally waive, and agree not to assert, by way of motion or as a defense, counterclaim, or otherwise, in any action or proceeding arising out of or relating to this

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Agreement: (a) any claim that is not personally subject to the jurisdiction of the above-named courts for any reason other than the failure lawfully to serve process, (b) that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts, and (c) to the fullest extent permitted by law, that (i) the suit, action or proceeding in any such court is in an inconvenient forum, (ii) the venue of such suit, action or proceeding is improper, or (iii) this Agreement, or the subject matter hereof, may not be enforced in or by such courts. The laws of the state in which Seller's principal offices are located, other than the conflict of law provisions, shall govern the formation, performance and construction of this Agreement. Buyer and Seller agree that the United Nations Convention on Contracts for the International Sale of Goods and the United Nations Convention on the Limitation Period in the International Sale of Goods shall not apply to this Agreement.

18.2 Applicable if Buyer and Delivery are Outside the United States -

Governing Law/Arbitration - This Agreement shall be governed by English law, excluding any conflict of laws principles. Buyer and Seller agree that the United Nations Convention on Contracts for the International Sale of Goods and the United Nations Convention on the Limitation Period in the International Sale of Goods shall not apply to this Agreement. Any action to enforce or interpret the terms of this Agreement or arising out of this Agreement shall be referred to arbitration pursuant to the Rules of the London Court of International Arbitration ("LCIA"), which Rules are deemed to be incorporated herein. The arbitration shall, unless the parties agree upon the appointment of a sole arbitrator, be held before a panel of 3 arbitrators. Each Party shall nominate an arbitrator and the two arbitrators nominated by on or behalf of the parties shall nominate the third arbitrator, who shall act as Chairman of the panel. If the two arbitrators nominated by or on behalf of the parties have not nominated the third arbitrator within 30 days, the third arbitrator shall be chosen by the LCIA. The Chairman shall be a lawyer unless the first two arbitrators appointed are both lawyers. The place of arbitration shall be London, England. The language of the arbitration shall be English. The arbitration award shall be final without appeal to the courts and may be enforced by any court of competent jurisdiction. The parties agree that any arbitration award rendered under this Agreement shall be subject to the limitations of liability specified in Section 3 of this Agreement. The arbitrator(s) shall be required to respect and adhere to these limitations, and any award that exceeds the established limitations of liability shall be null and void and unenforceable to the extent of such excess.

19. **ASSIGNMENT** - Buyer may not assign this Agreement, or any portion thereof without the prior written consent of Seller, not to be unreasonably withheld. Subject always to the foregoing, this Agreement inures to the benefit of, and is binding upon, the heirs, legatees, personal representatives, successors, and assigns of the parties hereto. In no event shall assignment relieve Buyer of liability for performance of the obligations imposed by this Agreement.

20. **CONFORMANCE WITH LAW** - Buyer assumes all responsibility for conformance of the goods with laws, rules, regulations and ordinances of any governmental or quasi-governmental agency applicable to the use or operation of the goods or the site(s) upon which the goods will be used.

21. COMPLIANCE WITH EXPORT LAWS

Buyer agrees that it shall not export, re-export, transfer or release any goods, technology or software supplied by Seller hereunder, or any direct product of any technology or software supplied by Seller hereunder (hereinafter, "items"), except in full compliance with the U.S. Export Administration Regulations and all other applicable U.S. or other export laws and regulations, and in particular not to any prohibited party, to any prohibited country or for any prohibited end use. Buyer shall obtain the written consent of Seller prior to submitting any request to any U.S. government agency for authority to export, re-export, transfer or release any items. Buyer agrees to provide Seller with the full name(s) and address(es) of any intended end user(s) and the intended end use(s) for any items upon Seller's request, as well as written assurances of Buyer's and/or any end user's compliance with the applicable export laws and regulations as Seller may reasonably request from time to time. In no event shall Seller be required to export or deliver any items to Buyer if such export or delivery is prohibited by any applicable U.S. or other export laws or regulations at the time of export or delivery, in which case Seller's obligations under this Agreement shall be terminated and Seller shall be entitled to cancellation charges as per Section 9 herein. Buyer shall indemnify and hold Seller harmless from all claims, demands, damages, costs, fines, penalties, attorneys' fees and all other expenses arising from Buyer's failure to comply with this clause or applicable U.S. or other export laws or regulations.

22. **INSURANCE** - Seller carries standard liability insurance including General Liability, Automobile Liability, and Workers' Compensation. Certificates of coverage can be provided on request. Any requirement(s) in excess of Seller's standard



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insurance coverage can be quoted upon request and included in the price for goods and/or services.

23. ENTIRE AGREEMENT - This Agreement shall constitute the entire understanding of the parties with reference to the subject matter hereof, and it is agreed that there are no understandings, promises, representations or agreements, whether oral or written, heretofore entered into between Seller and Buyer which have any force or effect. This Agreement may be amended only by a writing signed by the parties. No agent, employee, or representative of Seller has any authority to bind Seller to any affirmation, promise, representation or warranty concerning the goods, and any such affirmation, promise, representation or warranty shall be of no force or effect unless set forth in this Agreement.