

**TERMS AND CONDITIONS OF SALE  
MAXCESS INTERNATIONAL CORPORATION**

1. Applicability.

(a) These Terms and Conditions of Sale (these “**Terms**”) are the only terms which govern the sale of products (“**Products**”) and services (“**Services**”) by Maxcess to the buyer identified in the relevant agreement, quotation, work order, purchase order, order acknowledgment or invoice to which these Terms are attached, referenced or otherwise apply (“**Buyer**”). As used herein, “**Maxcess**” shall mean any one or more of Maxcess International Corporation or any of its direct or indirect subsidiaries or Roto-Die Company, Inc. or any of its direct or indirect subsidiaries, in each case that has delivered these Terms to Buyer in connection with the sale of Products and/or Services. Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Products and Services covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.

(b) The accompanying quotation, order acknowledgement or invoice (each, a “**Sales Confirmation**”) and these Terms (collectively, this “**Agreement**”) comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer’s general terms and conditions of purchase regardless of whether or when Buyer has submitted its purchase order or such terms. Any terms and conditions proposed by Buyer in any product inquiry, purchase order or other document that are different from, conflict with, or add to these Terms are hereby objected to and rejected by Maxcess. Fulfillment of Buyer’s order does not constitute acceptance of any of Buyer’s terms and conditions and does not serve to modify or amend these Terms. Buyer’s receipt and acceptance of any of the Products or Services ordered or purchased hereunder will constitute its acceptance of these Terms. No addition or modification to these Terms will be binding on Maxcess unless agreed to in writing signed by an authorized Maxcess representative.

2. Delivery of Products and Performance of Services.

(a) Maxcess shall deliver the Products to the delivery point identified in the Sales Confirmation (the “**Delivery Point**”) using Maxcess’s standard methods for packaging and shipping such Products. If special handling or crating is required, a handling charge will be issued to and paid by Buyer. Buyer shall take delivery of the Products on the delivery date set forth in the Sales Confirmation or otherwise specified by Maxcess. Buyer shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the Products at the Delivery Point, and will unload and release all transportation equipment promptly so Maxcess incurs no demurrage or other expense.

(b) Maxcess may, in its sole discretion, without liability or penalty, make partial shipments of Products to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer’s purchase order.

(c) If for any reason Buyer fails to accept delivery of any of the Products on the date fixed pursuant to Maxcess’s notice that the Products have been delivered at the Delivery Point, or if Maxcess is unable to deliver the Products at the Delivery Point on such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Products shall pass to Buyer; (ii) the Products shall be deemed to have been delivered and Maxcess may invoice Buyer for the Products on such date; and (iii) Maxcess, at its option, may store the Products until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

(d) Maxcess shall use reasonable efforts to meet any performance dates to render the Services specified in the Sales Confirmation; provided, however, that any such dates shall be estimates only.

(e) With respect to the Services, Buyer shall (i) cooperate with Maxcess in all matters relating to the Services and provide such access to Buyer’s premises, and such office accommodation and other facilities as may reasonably be requested by Maxcess, for the purposes of performing the Services; (ii) respond promptly to any Maxcess request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Maxcess to perform Services in accordance with the requirements of this Agreement; (iii) provide such materials or information as Maxcess may request to carry out the Services in a timely manner and ensure that such customer materials or information are complete and accurate in all material respects; and (iv) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.

(f) No order for Products or Services accepted by Maxcess may be cancelled or modified by Buyer without the written agreement of Maxcess. With respect to any such cancellation or modification, Maxcess may assess a fee in an amount to be determined by Maxcess.

3. Non-Delivery.

(a) The quantity of any installment of Products as recorded by Maxcess on dispatch from Maxcess’s place of business is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence proving the contrary.

(b) Maxcess shall not be liable for any non-delivery of Products (even if caused by Maxcess’s negligence) unless Buyer gives written notice to Maxcess of the non-delivery within thirty (30) days of the date when the Products would in the ordinary course of events have been received.

(c) Any liability of Maxcess 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.

(d) Buyer acknowledges and agrees that the remedies set forth in this Section 3 are Buyer’s exclusive remedies for any non-delivery of Products.

4. Quantity. If Maxcess delivers to Buyer a quantity of Products of up to 5% more or less than the quantity set forth in the Sales Confirmation, 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 Sales Confirmation adjusted pro rata.

5. Shipping Terms. Delivery of the Products shall be made Ex Works origin (the Maxcess facility stated on the Sales Confirmation), except to the extent that any other Incoterm or other delivery term is specified thereon.

6. Title and Risk of Loss. Title and risk of loss passes to Buyer upon delivery of the Products at the Delivery Point. As collateral security for the payment of the purchase price of the Products, Buyer hereby grants to Maxcess 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.

7. Buyer’s Acts or Omissions. If Maxcess’s performance of its obligations under this Agreement is prevented or delayed by any act or omission of Buyer or its agents, subcontractors, consultants, or employees, Maxcess shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay.

8. Inspection and Rejection of Nonconforming Products.

(a) Buyer shall inspect the Products within five (5) calendar days of receipt (the “**Inspection Period**”). Buyer will be deemed to have accepted the Products unless it notifies Maxcess in writing of any Nonconforming

Products during the Inspection Period and furnishes such written evidence or other documentation as required by Maxcess. “**Nonconforming Products**” means only the following: (i) product shipped is different than identified in Buyer’s purchase order; or (ii) product’s label or packaging incorrectly identifies its contents.

(b) If Buyer timely notifies Maxcess of any Nonconforming Products, Maxcess shall, in its sole discretion, (i) replace such Nonconforming Products with conforming Products, or (ii) credit or refund the Price for such Nonconforming Products, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall ship, at its expense and risk of loss, the Nonconforming Products to the Maxcess facility identified by Maxcess. If Maxcess exercises its option to replace Nonconforming Products, Maxcess shall, after receiving Buyer’s shipment of Nonconforming Products, ship to Buyer, at Buyer’s expense and risk of loss, the replaced Products to the Delivery Point.

(c) Buyer acknowledges and agrees that the remedies set forth in Section 8(b) are Buyer’s exclusive remedies for the delivery of Nonconforming Products. Except as provided under Section 8(b), all sales of Products to Buyer are made on a one-way basis and Buyer has no right to return Products purchased under this Agreement to Maxcess.

9. Price.

(a) Unless otherwise stated in the Sales Confirmation, the price quotations provided by Maxcess for the Products and Services are firm for thirty (30) days from date of quotation. Buyer shall purchase the Products and Services from Maxcess at the prices (the “**Prices**”) set forth in Maxcess’s quotation or at Maxcess’s standard pricing if no quotation is valid at the time of Maxcess’s acceptance of Buyer’s purchase order.

(b) Any prices quoted by Maxcess are subject to adjustment based upon changes to the cost of raw materials, labor or other manufacturing costs, the implementation of customs duties, tariffs, excises or other import fees, changes to the specifications proposed by either Maxcess or Buyer, or other factors beyond the reasonable control of Maxcess. Maxcess will provide Buyer with notice of any such price adjustments.

(c) Buyer agrees to reimburse Maxcess for all reasonable travel and out-of-pocket expenses incurred by Maxcess in connection with the performance of the Services.

(d) All 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, Maxcess’s income, revenues, gross receipts, personal or real property, or other assets. If Buyer claims a tax or other exemption or direct payment permit, Buyer will provide a valid exemption certificate or permit and indemnify, defend and hold Maxcess harmless from any taxes, tariffs, costs and penalties arising from the same.

10. Payment Terms.

(a) Buyer shall pay all invoiced amounts due to Maxcess within thirty (30) days from the date of Maxcess’s invoice, except to the extent that the Maxcess Credit Department determines that differing payment terms are required. Buyer shall make all payments hereunder by wire transfer, check or other method authorized by Maxcess and in US dollars, except to the extent another currency is specified in the Sales Confirmation. Invoices will be billed at a minimum of USD \$50.00.

(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 applicable law, calculated daily and compounded monthly. Buyer shall reimburse Maxcess for all costs incurred in collecting any late payments, including, without limitation, collection agency and attorneys’ fees. In addition to all other remedies available under these Terms or at law (which Maxcess does not waive by the exercise of any rights hereunder), Maxcess shall be entitled to suspend the delivery of any Products or performance of any Services and stop Products in transit if Buyer fails to pay any amounts when due hereunder.

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

11. Limited Warranty.

(a) Unless otherwise stated in the Sales Confirmation, Maxcess warrants to Buyer that for a period of twelve (12) months from the date of shipment of the Products (“**Warranty Period**”), such Products (i) will materially conform to the mutually agreed, written specifications for the Products (if none, then such Products will materially conform to Maxcess’s published specifications in effect as of the date of manufacture) and (ii) will be free from material defects in material and workmanship. Notwithstanding the foregoing, the following items are excluded from the Limited Warranty described above: (i) with respect to spare parts, the Warranty Period shall be ninety (90) days; (ii) normal wear parts which are designed to wear out with repetitive use and which require periodic repair or replacement, which includes, but is not limited to, rotary cutting tools, engineered tooling, brake pads, roll covers and coatings, bearings, knife blades and rings, air bladders and tubes, external expansion elements, and rotors; (iii) routine maintenance and adjustment as specified in the Product instruction manual; (iv) failure to follow Maxcess’s oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Products; (v) malfunctions that occur as a result of Buyer-specified interfacing; (vi) physical damage resulting from an accident, misuse, or abnormal conditions of operation; (vii) if Buyer alters or repairs such Products without the prior written consent of Maxcess; and

(viii) attempts to utilize Products under conditions that exceed design capabilities. Maxcess does not warrant the compatibility of its Products with the goods of other manufacturers or Buyer’s applications except to the extent expressly represented in Maxcess’s published specifications or written quotation.

(b) Maxcess warrants to Buyer that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.

**(c) EXCEPT FOR THE WARRANTIES SET FORTH IN SECTION 11(a) AND SECTION 11(b), MAXCESS MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCTS OR SERVICES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.**

(d) 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 11(a). For the avoidance of doubt, **MAXCESS 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.**

(e) Maxcess shall not be liable for a breach of the warranties set forth in Section 11(a) and Section 11(b) unless: (i) Buyer gives written notice of the defective Products or Services, as the case may be, reasonably described, to Maxcess within fifteen (15) days of the time when Buyer discovers or ought to have discovered the defect; (ii) if applicable, Maxcess is given a reasonable opportunity after receiving the notice of breach of the warranty set forth in Section 11(a) to examine such Products and Buyer (if

requested to do so by Maxcess) returns such Products to Maxcess's place of business at Maxcess's cost for the examination to take place there; and (iii) Maxcess reasonably verifies Buyer's claim that the Products or Services are defective. If Maxcess is asked to service any Products in response to any warranty claim made by Buyer and it is determined by Maxcess that the Product failure is such that it is excluded from warranty coverage as provided in Section 11(a), then Buyer will be invoiced for the service call at Maxcess's standard service rates then in effect, plus travel expenses and costs.

(f) Subject to the limitations and requirements described above, with respect to any such Products during the Warranty Period, Maxcess shall, in its sole discretion, either: (i) repair or replace such Products (or the defective part) or (ii) credit or refund the price of such Products at the pro rata contract rate provided that, if Maxcess so requests, Buyer shall, at Maxcess's expense, return such Products to Maxcess.

(g) Subject to the limitations and requirements described above, with respect to any Services subject to a claim under the warranty set forth in Section 11(b) that is communicated to Maxcess within ninety (90) days of the completion of the Service, Maxcess shall, in its sole discretion, (i) repair or re-perform the applicable Services or (ii) credit or refund the price of such Services at the pro rata contract rate.

**(h) THE REMEDIES SET FORTH IN SECTION 11(f) AND SECTION 11(g) SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND MAXCESS'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTIES SET FORTH IN SECTION 11(a) AND SECTION 11(b), RESPECTIVELY.**

12. Limitation of Liability.

**(a) IN NO EVENT SHALL MAXCESS BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY 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, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT MAXCESS 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 MAXCESS'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO MAXCESS FOR THE PRODUCTS AND/OR SERVICES WHICH GIVE RISE TO THE CLAIM OR LIABILITY.**

(c) The limitation of liability set forth in Section 12(b) shall not apply to (i) liability resulting from Maxcess's gross negligence or willful misconduct and (ii) death or bodily injury resulting from Maxcess's acts or omissions.

(d) Buyer shall be responsible for all Products upon receipt from Maxcess and all Services upon completion by Maxcess, and Buyer shall be liable for all claims, losses, costs, expenses, and other damages resulting from or arising out of the acts or omissions of Buyer and relating to the Products or Services. Buyer expressly agrees to indemnify, defend and hold harmless Maxcess, and its officers, directors, equity holders, agents, employees, successors and assigns, from and against any and all loss, costs, liability, expense, and attorneys' fees arising from the acts or omissions of Buyer, including, but not limited to (i) any condition resulting from the installation of any Product on Buyer's premises, (ii) the misuse or modification of any Product by Buyer, its employees, agents or

representatives, (iii) any failure of Buyer or Buyer's employees, agents or representatives to comply with any applicable governmental regulations and/or statutes, and (iv) any claim that Buyer's use or incorporation of any Product with or into any Buyer goods or processes infringes any third party intellectual property rights. Buyer shall not settle any suit or claim relating to any such matter for which it is required to indemnify Maxcess without Maxcess's prior written approval.

13. Insurance. During the term of this Agreement and for a period of three (3) years thereafter, Buyer shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in such amounts as shall be reasonably necessary to insure itself against any claim or claims for damages arising out of the performance of its obligations hereunder, as well as its use or misuse of the Products and/or Services, with financially sound and reputable insurers. Except where prohibited by law, Buyer shall require its insurer to waive all rights of subrogation against Maxcess's insurers and Maxcess.

14. Compliance with Law. 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 Agreement. Buyer shall comply with all export and import laws of all countries involved in the sale of the Products under this Agreement or any resale of the Products by Buyer. Buyer assumes all responsibility for shipments of Products requiring any government import clearance. Maxcess may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other duties or penalties on the Products.

15. Termination. In addition to any remedies that may be provided under these Terms, Maxcess may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Agreement; (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; or (iii) becomes insolvent, is unable to satisfy its indebtedness when due, 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.

16. Waiver. No waiver by Maxcess of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Maxcess. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement 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.

17. Confidential Information. All non-public, confidential or proprietary information of Maxcess, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Maxcess or any of its affiliates or agents 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 Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Maxcess in writing. Upon Maxcess's request, Buyer shall promptly return all documents and other materials received from Maxcess. Maxcess shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

18. Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of

this Agreement (except for any obligations of Buyer to make payments to Maxcess hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including associated quarantine or other employee restrictions; and (i) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within a reasonable time after becoming aware of any such of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of 90 days following written notice given by it under this Section 18, the Impacted Party may thereafter terminate this Agreement upon written notice to the other party. Failure or inability to pay shall not constitute a Force Majeure Event.

19. Restocking Charge. No Products purchased by Buyer may be returned to Maxcess without Maxcess first issuing a written return authorization with respect thereto. All returned Products so authorized by Maxcess: (i) will be subject to inspection at Maxcess's facility, (ii) will be subject to a 25% restocking charge if it is a stock Product in new and unused condition and returned within one year of delivery, and (iii) must be returned with Buyer paying all freight fees associated with the return of the Products.

20. Use of Software and Firmware. The use of Products comprised of software or firmware may be subject to Buyer's acceptance of additional terms and conditions set forth in separate Maxcess or third-party license agreements that will control to the extent necessary to resolve any conflict with the terms and conditions stated or otherwise referenced herein. In the absence of a separate Maxcess license agreement, Buyer is granted a non-exclusive, non-transferable license to use provided Maxcess software or firmware only in object code form and solely in conjunction with Maxcess-provided Products, with no rights to sublicense, disclose, disassemble, decompile, reverse engineer, or otherwise modify the software or firmware.

21. Installation Manuals, Documentation and User Guides. Maxcess will supply or make available instructions, specifications, and drawings, as deemed reasonably necessary by Maxcess, for proper installation of the Products. All drawing sizes for standard or special drawings shall be at the discretion of Maxcess and all such drawings shall be in accordance with Maxcess's design/data standards. Where such drawings must conform to particular standards and quantities that differ from Maxcess's standards, additional charges will be the responsibility of Buyer.

22. Site Safety. Buyer shall comply with all federal, state, and local safety regulations and standards applicable to the site or facility at which Maxcess will perform the Services. Maxcess shall not be obligated to commence or perform Services unless Buyer's site or facility complies with all applicable safety requirements. In the event Buyer's site or facility safety is non-compliant, Maxcess may suspend the Services until such time as Buyer corrects the non-compliance. To the extent Maxcess incurs additional time and expense as the result of Buyer's non-compliance, Maxcess shall be entitled to an equitable adjustment in the schedule, price and other affected provisions of the Agreement.

23. Assignment. Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Maxcess. Any purported assignment or delegation in violation

of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.

24. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement 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.

25. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto 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.

26. Governing Law; Jurisdiction. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the laws of the jurisdiction in which the principal place of business of the Maxcess entity that has issued the Sales Confirmation is located without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in such jurisdiction, and each party irrevocably submits to the exclusive jurisdiction thereof. The United Nations Convention on Contracts for the International Sale of Products shall not apply to any disputes relating to the supply and purchase of any Products.

27. 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 Confirmation 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), facsimile (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, 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.

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

29. Survival. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Payment Terms, Limitation of Liability, Insurance, Confidential Information, Governing Law; Jurisdiction, and Survival.

30. Amendment and Modification. These Terms may only be amended or modified in a writing stating specifically that it amends these Terms and is signed by an authorized representative of each party.

**Revised May 26, 2023**