

Power Test Terms and Conditions of Sale

APPLICABILITY.

These terms and conditions of sale (these “**Terms**”) are the only terms that govern the sale of the goods (“**Goods**”) and services (“**Services**”) by Power Test, LLC, a Delaware limited liability company, for itself and on behalf of its affiliated companies (“**Seller**”) to any buyer (“**Buyer**”), whether or not identified in any Sales Confirmation (defined below). Seller and Buyer may be referred to herein individually as a “**Party**” or collectively as the “**Parties.**” The Parties acknowledge and agree that the predominant purpose of this Agreement is for the sale of goods rather than the provision of services, and to extent that any services are provided, they are incidental to the sale of goods.

The accompanying quotation, confirmation of sale, or invoice to which these Terms are attached to or linked from (the “**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. Seller’s agreement to provide Goods and Services to Buyer is expressly conditioned on Buyer’s unqualified acceptance of these Terms. 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 any other purchase confirmation or other transactional documents or terms (collectively, an “**order**”). 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. Any other terms and conditions shall be considered null and void and not enforceable.

Subject to **Section 1(b)** above, all orders and modifications to orders are subject to acceptance or rejection by Seller in its sole discretion. Seller will acknowledge acceptance or rejection of Buyer’s order in writing within a reasonable period of time following receipt; *provided, however*, the shipment of Goods or provision of Services will also constitute Seller’s acknowledgment and acceptance of Buyer’s order.

DELIVERY OF GOODS AND PERFORMANCE OF SERVICES.

Delivery of Goods. Unless otherwise set forth in a Sales Confirmation, Seller shall ship all Goods FCA (Free Carrier as defined under Incoterms 2020) Seller’s dock in Sussex, WI. Title to (subject to **Section 8** below) and all risk of loss or damage to the Goods shall pass to Buyer upon delivery of the Goods at Seller’s plant or facility to the carrier for shipment, and Seller shall not be liable for any delays, loss, or damage in transit. As collateral security for the payment of the purchase price of the Goods, 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 Goods, 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. Seller may file one or more financing statements pursuant to the Uniform Commercial Code in a form satisfactory to Seller to evidence and perfect Seller’s security interest in the Goods. Unless Buyer provides Seller’s shipping department with shipping instructions in advance, Seller is authorized to make shipping arrangements on Buyer’s behalf and Buyer shall be responsible for all costs and expenses associated therewith. Seller will use commercially reasonable commercial efforts to fulfil each order by the delivery date stated in the order, but stated delivery dates are

approximate only and Seller shall not be liable for any losses or damages associated with Seller's inability to meet any such delivery dates or other deadlines. Further, Seller reserves the right to re-adjust shipment schedules without liability. Unless previously agreed to in writing by Seller, Seller will not be responsible for freight, transportation, insurance, shipping, storage, handling, demurrage or similar charges. Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods 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. If for any reason Buyer fails to accept delivery of any of the Goods, or if Seller is unable to deliver the Goods, for more than thirty (30) days over the estimated delivery date in the order or Sales Confirmation, due to Buyer's fault, acts, or omissions, Seller, at its option, may store the Goods until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage, and insurance), and an additional storage fee of one (1%) percent of the total purchase price of the Goods and Services under the order.

Performance of Services. Seller shall use commercially reasonable efforts to meet any performance dates to render the Services specified in the Sales Confirmation, and any such dates shall be estimates only. Buyer shall (i) cooperate with Seller in all matters relating to the Services and provide such access to Buyer's premises, as may reasonably be requested by Seller, for the purposes of performing the Services; (ii) respond promptly to any Seller request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Seller to perform Services in accordance with the requirements of this Agreement; (iii) provide such customer materials or information as Seller may reasonably 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.

Additional Obligations. Unless expressly otherwise set forth in a Sales Confirmation, Buyer is responsible for the following: (i) unloading, uncrating, positioning, mounting and installation of the Goods, and (ii) utilities processes and requirements based on local building codes and regulations, including, but not limited to, electrical, pneumatic, water and water drainage. If the order is a system update, retrofit or if Buyer is using existing equipment, Seller assumes that mechanical, hydraulic, pneumatic and electrical hardware are not being replaced, functioning properly, and can be used "as is".

INSPECTION AND REJECTION OF NONCONFORMING GOODS.

Nonconforming Goods. Buyer shall inspect Goods received from Seller within seven (7) days after Buyer's receipt of such Goods (the "**Inspection Period**") and either accept or, only if such Goods are Nonconforming Goods, reject such Goods. "**Nonconforming Goods**" means only the following: (i) the Goods shipped are different than identified in Buyer's order; (ii) the Goods packaging incorrectly identifies its contents; or (iii) the Goods are subject to damage or defects that are covered by the Limited Product Warranty (defined below in **Section 6(a)**). Buyer will be deemed to have accepted Goods unless it provides Seller with written notice of any Nonconforming Goods prior to expiration of the applicable Inspection Period, stating all defects and nonconformities, and furnishing such other written evidence or other documentation as may be reasonably requested by Seller. If Seller determines that such Goods are Nonconforming Goods, Seller shall, at its option, either (A) replace such Nonconforming Goods with conforming Goods, or (B) refund to Buyer the amount paid by Buyer for such Nonconforming Goods. Buyer may not return any Nonconforming Goods to Seller without first obtaining written authorization

from Seller. Buyer shall ship, at Seller's option and expense, all Nonconforming Goods to Seller's designated facility or properly dispose of such Non-Conforming Goods in accordance with Seller's instructions (and provide written certification of such disposal). If Seller exercises its option to replace Nonconforming Goods, Seller shall ship to Buyer, at Seller's expense, the replacement Goods. **SUBJECT TO BUYER'S RIGHTS UNDER SECTION 6 BELOW, THE REMEDIES SET FORTH IN THIS SECTION 3(a) ARE BUYER'S EXCLUSIVE REMEDIES FOR THE DELIVERY OF NONCONFORMING GOODS.**

Returns. Except as provided under this **Section 3(b)** and in **Section 6** below, Buyer has no right to return Goods shipped to Buyer pursuant to this Agreement. Any and all returns must be approved in writing by Seller through issuance by Seller of a return merchandise authorization ("RMA") number, which Seller may withhold in its sole discretion. No returns will be accepted without an RMA number. In the event of an approved return, a 25% re-stocking fee will be assessed. All returned Goods must be in new, uninstalled, and resaleable condition (as determined by Seller). All return shipping charges are the responsibility of the Buyer. Upon a valid return, Buyer's account will receive a credit of the purchase price (excluding any shipping or freight charges and Taxes (defined below)) of such returned Goods, less the 25% re-stocking fee.

PRICE; TAXES. Buyer shall purchase the Goods and Services from Seller at the prices set forth in Seller's Sales Confirmation; *provided, however*, Seller has the right to adjust or increase the price of any Goods and Services listed in a Sales Confirmation, at any time before the Goods are shipped or the Services are performed, based on any increases to Seller to provide such Goods and Services, including without limitation, any increases due to tariffs, raw materials, and surcharges (including any steel surcharges). All prices for Goods and Services are stated and payable in U.S. dollars. The price for Goods and Services does not include any foreign, federal, state or local sales, use, VAT or value-added, excise, privilege, use or other taxes or any tariffs, duties or other charges imposed by any foreign, federal, state, or local governmental authorities arising from the sale, purchase, transportation, delivery, storage, use or consumption of the Goods and Services (collectively, "Taxes"). Buyer shall pay, and reimburse Seller if it pays, any and all Taxes, except for those based on Seller's net income. If Seller is required by any governmental authority to collect and pay any Taxes on Buyer's behalf, Seller may invoice Buyer for such amounts, which Buyer shall pay in accordance with the terms of this Agreement. If applicable, Buyer shall provide Seller with appropriate Tax exemption certificates. Seller shall be under no obligation to contest the validity of any Taxes or to prosecute any claims for refunds or returns on behalf of Buyer. Unless otherwise expressly specified in a Sales Confirmation, prices do not include: (a) costs for Certificate of Origination, existence or good standing certificates (and any other certificates or certification), or courier costs for documentation shipped separate from the Goods, (b) any travel expenses for Services, including commissioning, training, repair, or maintenance. Buyer agrees to reimburse Seller for all reasonable travel and out-of-pocket expenses incurred by Seller in connection with the performance of the Services.

INVOICES; PAYMENT. Unless otherwise set forth in a Sales Confirmation, Buyer shall pay all invoiced amounts due to Seller prior to shipment of the Goods. Buyer shall make all payments hereunder by wire transfer, ACH, check, or credit card (subject to any credit service charges set forth in the Sales Confirmation) in US dollars. Interest will be added to all amounts outstanding more than thirty (30) days after the invoice date at the rate of 1.5% per month or the maximum rate of interest allowed by applicable law, whichever is lower. Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy, or otherwise.

If Buyer fails to make any payments in accordance with this Agreement, Seller may at its sole option, do any of the following: (a) suspend the delivery of any Goods (and stop Goods in transit) or performance of any Services (including, without limitation, exercising Seller's rights to remotely disable any Software pursuant to **Section 8(c)** below); (b) cancel the unshipped portion of any order and invoice Buyer for incurred costs and reasonable profit without any liability on the part of Seller for failure to ship; (c) make shipment to Buyer on a C.O.D. or cash in advance basis; or (e) terminate this Agreement in accordance with **Section 10** below. Each of the foregoing remedies shall be in addition to any other rights and remedies available to Seller.

LIMITED WARRANTIES.

Limited Product Warranty. The Goods come with Seller's standard limited product warranty found at: <https://powertestdyno.com/limited-product-warranty/>, as amended from time to time. EXCEPT FOR THE LIMITED PRODUCT WARRANTY SET FORTH IN THIS **SECTION 6(a)**, SELLER MAKES NO WARRANTIES WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, 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.

Limited Services Warranty. Seller 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. EXCEPT FOR THE LIMITED SERVICES WARRANTY SET FORTH IN THIS **SECTION 6(b)**, SELLER MAKES NO WARRANTIES WHATSOEVER WITH RESPECT TO THE SERVICES. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED. SELLER'S SOLE LIABILITY AND BUYER'S EXCLUSIVE REMEDIES FOR ANY DEFECTIVE OR NONCONFORMING SERVICES COVERED BY THE WARRANTY STATED IN THIS **SECTION 6(b)** SHALL BE LIMITED, AT SELLER'S OPTION, TO (i) REPAIR OR RE-PERFORM THE APPLICABLE SERVICES, OR (ii) CREDIT OR REFUND THE PURCHASE PRICE OF SUCH SERVICES.

LIMITATION OF LIABILITY.

No Consequential, Incidental Damages. IN NO EVENT SHALL SELLER OR ANY OF ITS AFFILIATES OR SUBSIDIARIES BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS OR REVENUE, DOWN TIME, BUSINESS INTERRUPTION, DIMINUTION IN VALUE, OR OTHER ECONOMIC LOSSES), WHETHER IN AN ACTION IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF SELLER HAS BEEN SPECIFICALLY ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES.

Aggregate Damages Cap. IN NO EVENT SHALL SELLER'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 AMOUNTS PAID TO SELLER FOR THE GOODS AND SERVICES IN THE SALES CONFIRMATION WHICH GAVE RISE TO THE CLAIM.

SELLER HAS RELIED ON THE FOREGOING LIMITATIONS AND BUYER EXPRESSLY ACKNOWLEDGES THAT THIS **SECTION 7** IS ESSENTIAL IN THE ESTABLISHMENT OF THE PRICING OF THE GOODS AND SERVICES. THE LIMITATIONS ON, AND EXCLUSIONS FROM, LIABILITY SET FORTH IN THIS **SECTION 7** SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

ANY CAUSE OF ACTION OR CLAIM BUYER MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

INTELLECTUAL PROPERTY RIGHTS.

Ownership of Seller's Intellectual Property. Buyer acknowledges and agrees that: (i) Seller (or its licensors) will retain all Intellectual Property Rights used to create, embodied in, used in and otherwise relating to the Goods and any of their component parts (including, without limitation, the Software); (ii) any and all Seller's Intellectual Property Rights are the sole and exclusive property of Seller or its licensors; (iii) except as expressly stated in this Agreement, Buyer shall not acquire any ownership interests or license rights in any of Seller's Intellectual Property Rights; (iv) any goodwill derived from the use by Buyer of Seller's Intellectual Property Rights inures to the benefit of Seller or its licensors, as the case may be; (v) if Buyer acquires any rights or interests of any kind in or relating to any Intellectual Property Rights of Seller (including any rights in any patents, trademarks, copyrights, trade secrets, derivative works or improvements relating thereto), by operation of law, or otherwise, these rights are deemed and are hereby irrevocably assigned by Buyer to Seller or its licensors, as the case may be, without further action by either Party; and (vi) Buyer shall use Seller's Intellectual Property Rights only in accordance with this Agreement and any instructions of Seller. As used in this Agreement, "**Intellectual Property Rights**" means all industrial and intellectual property rights and interests comprising or relating to patents, trademarks, service marks, trade names, logos, works of authorship, designs and design registrations, copyrights and copyrightable works (including software), confidential and proprietary information, all industrial and other intellectual property rights, and all rights, interests and protections that are associated with, equivalent or similar to, or required for the exercise of, any of the foregoing, however arising, in each case whether registered or unregistered and including all registrations and applications for, and renewals or extensions of, such rights or forms of protection pursuant to the laws of any jurisdiction throughout in any part of the world, together with the goodwill symbolized by any of the foregoing.

Prohibited Acts. Buyer shall not: (i) take any action that may interfere with any of Seller's rights in or to Seller's Intellectual Property Rights, including Seller's ownership or exercise thereof; (ii) challenge any right, title or interest of Seller in or to Seller's Intellectual Property Rights; (iii) make any claim or take any action adverse to Seller's ownership of Seller's Intellectual Property Rights; (vi) alter, obscure or remove any of Seller's trademarks or trademark or copyright notices or any other proprietary rights notices placed on the Goods purchased under this Agreement, marketing materials or other materials (including any documentation) that Seller may provide; or (vii) modify, alter, adapt, decompile, disassemble, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover or design around any part of Seller's Intellectual Property Rights or Confidential Information (as defined in **Section 12** below).

Software License. If the Sales Confirmation includes a license for the use of software provided by Seller (“**Software**”), Buyer agrees to be bound by such Software license found at: <https://powertestdyno.com/software-license-terms-and-conditions/>.

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 Goods under this Agreement or any resale of the Goods by Buyer. Buyer assumes all responsibility for shipments of Goods requiring any government import clearance. Seller may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other duties or penalties on the Goods.

TERMINATION. In addition to any remedies that may be provided under these Terms, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (a) fails to pay any amount when due under this Agreement and such failure continues for ten (10) days after Buyer's receipt of written notice of nonpayment; (b) has not otherwise performed or complied with any of these Terms, in whole or in part; or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

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

CONFIDENTIAL INFORMATION. All non-public, confidential or proprietary information of Seller, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as “confidential” in connection with this Agreement (collectively, “**Confidential Information**”) is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Buyer shall maintain the confidentiality of Seller’s Confidential Information in the same manner that Buyer protects its own most sensitive confidential information, but in no event shall Buyer exercise less than reasonable care in protecting Seller’s Confidential Information. Upon Seller’s request, Buyer shall promptly return or destroy (and certify to such return or destruction) all documents, and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this **Section 12**. Confidential Information does not include information that is: (a) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this **Section 12** by Buyer or any of its employees or agents; (b) is or becomes available to Buyer on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; or (c) was known by or in the possession of Buyer or its employees or agents prior to being disclosed by or on behalf of Seller. If Buyer is compelled by any court order, subpoena, discovery request or similar legal process or authority (each, a “**Legal Process**”) to disclose any of Seller’s Confidential Information, Buyer shall provide Seller with prompt written notice of the Legal Process and provide reasonable assistance in

opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance as required herein, Buyer remains subject to the Legal Process, Buyer shall disclose no more than that portion of Seller's Confidential Information which, on the advice of Buyer's legal counsel, such Legal Process specifically requires be disclosed and shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment. Notwithstanding anything in this Agreement to the contrary, with respect to Confidential Information of Seller that constitutes a trade secret under applicable law, the rights and obligations of the Parties under this **Section 12** shall survive until, if ever, such Confidential Information loses its trade secret protection other than due to an act or omission of Buyer or its employees or agents. Buyer shall be responsible for any breach of this **Section 12** by its employees or agents.

FORCE MAJEURE. Seller shall not be in default of, or liable for any delay in the performance of, this Agreement by reason of any of the following: acts of God; flood, fire, tornado, explosion, or other natural or man-made disaster; epidemic, pandemic, viral or bacterial outbreak; war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riots or other civil unrest; governmental orders, laws, emergency proclamations, or quarantine restrictions; actions, embargoes or blockades in effect on or after the effective date of this Agreement; action by any governmental authority or agency; unavailability or shortage of materials; unavailability or shortage of labor; strikes, labor stoppages or slowdowns or other industrial disturbances; shortage of adequate power or transportation facilities; interruptions or degradations in telecommunications, computer, network, or electronic communications systems, cyber-attacks, ransomware; and/or other events (whether or not similar in type or nature to the previously listed events) beyond the control of Seller (each a "**Force Majeure Event**"). In the event of a Force Majeure Event, (a) Seller's performance under this Agreement will be postponed by such length of time as may be reasonably necessary to compensate for the delay caused by or resulting from the Force Majeure Event, (b) Seller may allocate its inventory of Goods to its buyers (including Buyer) in any manner it determines, in good faith, to be fair and equitable, and (c) at Seller's option, terminate this Agreement and/or cancel any order impacted by the Force Majeure Event, without liability.

ASSIGNMENT. Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this **Section 14** is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.

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.

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.

GOVERNING LAW; JURISDICTION; WAIVER OF JURY TRIAL. This Agreement shall be construed and governed under the laws of the State of Wisconsin, without application of conflict of law principles or rules. The Parties hereby exclude 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, each as amended. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Wisconsin of the County of Waukesha, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Each Party hereto hereby acknowledges and agrees that any controversy that may arise under this Agreement is likely to involve complicated and difficult issues and, therefore, each such Party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

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), email (provided that no “error” message, “bounce back” or other notification of non-delivery is generated), 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 18**.

SEVERABILITY. If a court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, then such invalidity or unenforceability shall have no effect on the other provisions hereof, which shall remain valid, binding and enforceable and in full force and effect, and such invalid or unenforceable provision shall be construed in a manner so as to give the maximum valid and enforceable effect to the intent of the Parties expressed in this Agreement.

SURVIVAL. All of the agreements, representations, warranties, and indemnities made by Buyer in this Agreement shall survive the expiration or termination of this Agreement, subject only to the applicable statutes of limitation.

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.

EQUITABLE REMEDIES. Buyer acknowledges that a breach or threatened breach by Buyer of any of its obligations under this Agreement would give rise to irreparable harm to Seller, for which monetary damages would not be an adequate remedy, and hereby agrees that in the event of a breach or a threatened breach by Buyer of any such obligations, Seller shall, in addition to any and all other rights and remedies that may be available to them in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction (without any requirement to post bond).

Last Revised: July 18, 2025

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