

AGGREGATE TERMS & CONDITIONS

Updated: 8/3/23

R.W. Sidley Inc., Terms & Conditions

The following terms and conditions of sale ("Terms") govern the sale of all materials, goods, products, or services (the "Goods") supplied by R.W. Sidley, Inc. or any of their respective affiliates or subsidiaries (collectively, "Seller") to any purchaser thereof ("Buyer"), including but not limited to oral and written orders by its representatives or salespersons. Seller's sales to Buyer are limited to and expressly conditioned on Buyer's consent to these Terms, and apply notwithstanding any conflicting, contrary or additional terms and conditions in any quotation, confirmation form, acceptance invoice, bill of lading or other document or communication from Buyer. Buyer's acceptance or payment for the Goods is Buyer's confirmation to Seller that these Terms apply to Buyer's purchase of the Goods, regardless of the form or terms of Buyer's order. These Terms constitute all of the terms between Buyer and Seller. No course of prior dealings or performance between the parties or usage in the trade shall be relevant to supplement or explain any terms used in these Terms. ANY CONFLICTING WARRANTIES, TERMS AND CONDITIONS IN ANY PURCHASE ORDER, OR ANY OTHER OF BUYER'S DOCUMENTS SHALL BE CONSIDERED MATERIAL ALTERATIONS, WILL BE OF NO BINDING EFFECT, AND ARE HEREBY SPECIFICALLY OBJECTED TO AND REJECTED BY SELLER. Seller may assign or delegate its rights and/or obligations under Buyer's purchase order or order confirmation in whole or in part to any affiliated entity. These Terms are for the sole benefit of Seller and Buyer and not for the benefit or any other person or entity, and nothing contained herein will be construed to create any rights, benefits, remedies, obligations or liabilities for or to any person or entity other than Seller and Buyer.

- 1. Acceptance of Orders:** If Buyer fails to sign and return a quotation within 30 days of the quotation date, the quotation is considered withdrawn by Seller without notice. All quotations and orders are subject to complete agreement to the Terms and conditions set forth herein unless otherwise agreed to by Seller in writing. Buyer's order shall not be binding upon Seller unless and until such order is accepted by Seller in writing. Any order received by Seller is subject to credit approval and may be cancelled if Buyer's credit standing is not satisfactory to Seller.
- 2. Terms for Non-Account Buyers:** All Buyers are subject to all terms and conditions of this agreement, but some terms and conditions are only relevant to Account Buyers (those who have been issued credit approval from Seller). To clarify for Non-Account Buyers (those that have not been approved for credit from Seller's Credit Dept.), quotations are subject to 1.) Securing credit with Seller, or 2.) Seller agreement of C.O.D. status whereby Seller may set purchase limits and require additional payment guarantees. Orders received on the basis of quotations are subject to prior credit approval.
- 3. Prices and Payment Terms:** Unless otherwise expressly stated on Seller's invoice or agreed upon by Seller in writing, quoted prices are those in effect at the time of quotation, considering the 30-day timeline outlined in Section 1, and are subject to change. Unless otherwise expressly agreed to by Seller in writing, prices are *ExWorks (Incoterms 2020) Seller's facility, cover only the Goods and quantities expressly specified, and, unless otherwise expressly stated, do not include any freight, duties, tariffs or other additional costs, all of which shall be borne by Buyer. Any such charges paid by Seller for Buyer shall be charged to Buyer's account, and Seller may impose a reasonable service and handling fee on account of Seller's arrangement and prepayment. Seller may increase the price of any Goods ordered by Buyer but not yet shipped by Seller based upon increases in Seller's costs for such materials or to produce the Goods, including, without limitation, a production-based energy surcharge based on increases in Seller's energy costs at any Seller plant that produces Goods for Buyer. Unless stated in the quotation, prices quoted do not include federal, state, provincial, municipal, local or other taxes, charges, levies or duties, which shall be promptly paid by Buyer. Valid tax-exempt certificates must be received upon Buyer's acceptance and prior to order placement. Seller reserves the right to adjust prices on any order for any alterations or changes requested by Buyer subsequent to Seller's acceptance of the order. Additional charges for special services or any other requirements shall be paid by Buyer. Unless otherwise agreed to by Seller in writing, invoices for Goods shall be due and payable net thirty (30) days from date of invoice, or net ten (10) days for rail/barge transportation invoices. **Until the purchase price and all other sums due pursuant hereto are paid in full, Seller retains a security interest in the Goods provided hereunder and in all products and proceeds thereof. Buyer irrevocably authorizes Seller to file UCC financing statements or personal property security registrations in appropriate jurisdictions indicating such Goods as collateral. No discounts shall apply, unless otherwise agreed to by Seller in writing. If any payment is not received by Seller within the period such payment is due and payable, Buyer shall be liable for interest on the unpaid amount from the date by which the payment was due, without further notice, at the rate of 2 percent per month; provided, however, that if such rate is in excess of the maximum rate permissible under applicable law, then interest shall be charged at the maximum possible interest rate. Any modification to these payment terms must be in writing and signed by Buyer and Seller. Seller may refuse or delay shipments or require payment C.O.D. if Buyer fails to pay promptly any payments due to Seller.
- 4. Notice:** Quotations are based on costs as of the date of the quotation. Seller may provide written notice of any material change affecting quoted items beyond its control.
- 5. Surcharges:** Seller reserves the right to impose surcharges with respect to the purchase of product in the event of any increase in the price of any raw material; energy source; transportation; fuel; or governmental imposed cap and trade tax, fee, tariff; or similar cost that Seller determines is reasonably likely to have a material impact on Seller's overall costs of producing and/or transporting product. The amount of such surcharges shall be limited to that required to offset the increase in Seller's costs resulting from such increases (although such surcharges may be spread over a longer period). Seller shall give Buyer notice as to any such surcharge and shall reduce or remove such surcharge at such time as is reasonably practicable under the circumstances.

- 6. Force Majeure:** Seller shall not be liable for delays in the execution of its obligations due to causes beyond its reasonable control, including, but not limited to, acts of God, acts of Buyer, fires, strikes, labor disturbances, failure or breakdown of plant equipment, floods, pandemics, epidemics, quarantine restrictions, war or terrorist act, insurrection or riot, acts of civil or military authority, compliance with priority orders issued by any government or public utility provider, acts of government authorities with respect to revocation of export or re-export permits/licenses, freight embargoes, car shortages, wrecks or delays in transportation, logistics issues beyond its control (including those impacting Seller's suppliers and transportation network), unusually severe weather, or inability to obtain necessary labor, materials or supplies or delays of subcontractors. In the event of any such delay, the set date for delivery of Goods, if any, shall be extended for a reasonable period, or, the delivery of Goods may be cancelled, without liability, at Seller's option. These Terms will in no event be subject to cancellation by the Buyer, due either to delay in delivery of Goods or to any other cause, without the prior written consent of Seller. In the case of cancellation, cancellation charges judged adequate by Seller shall apply. Seller shall have no liability to Buyer with respect to any such force majeure event.
- 7. On-Site Discharge/Demurrage Charges:** Orders for release and delivery of material shall constitute Buyer's assurance that adequate access, sufficient labor, equipment and supplies required for the safe and rapid discharge of material are present at the job site. A Demurrage Charge may be assessed by Seller for every fifteen (15) minutes beyond the on-site discharge limit.
- 8. Material Loss:** Seller will take action to prevent moisture and ground loss but is not responsible for any material lost during transportation including but not limited to transportation by truck, rail or barge. Customer will be billed for material that is scaled and ticketed at Seller's facilities.
- 9. Special Handling:** 1.) Rail/barge operator rates and fuel surcharges are subject to change without notice. 2.) Rail cars are billed as each, not by weight or volume. Seller is not responsible for liabilities associated with under/over-loading rail cars. 3.) Seller is not responsible for material loss or contamination during offload or transportation the club. 4.) Seller is not responsible for rail/barge delays, demurrage, material lost, or any changes related to the offloading of material at the rail destination. 5.) Seller is not responsible for tonnage variance from when the material is scaled to the final delivery for any reason including but not limited to moisture. Buyer acknowledges that some loss is to be expected during all stages of handling and that Seller is not responsible for said loss. 6.) If Seller agrees in writing to arrange and prepay for freight, the Goods will be shipped ***CPT Seller's facility (Incoterms 2020), unless otherwise agreed to in writing by Seller. Buyer shall pay the freight rates in effect at the time of shipment, and any other costs incurred by Seller in connection with the transportation of Goods, as well as Seller's reasonable service and handling fee. 7.) Goods are not sold on consignment unless Seller otherwise agrees in writing in advance of sale.
- 10. IF SELLER DELIVERS OR ARRANGES DELIVERY, GOODS WILL BE DELIVERED TO THE ROADWAY EDGE OR CURB LINE AND SELLER IS NOT RESPONSIBLE FOR ANY RESULTANT PROPERTY DAMAGE WHERE DIRECTED BY OWNER, BUYER AND/OR EITHER'S AGENTS OR HIREES TO LOCATE ON SITE. ALL SITE CONDITIONS, INCLUDING INGRESS AND EGRESS, IS THE SOLE RESPONSIBILITY AND CONTROL OF BUYER.**

11. Availability of Products. The Seller shall make reasonable efforts to supply all Products ordered in conformity with this agreement. The Seller does not, however, guarantee the availability of any Products. If shortages of any ordered Products arise for any reason, the Seller may allocate any of its products among its customers, including the Buyer, on any reasonable basis of its choice. The Seller reserves the right to use the nearest similar products available.

12. Acceptance of Goods. Upon Buyer's receipt of shipment, Buyer shall immediately inspect the Goods. The Goods shall be deemed "accepted" by Buyer when Buyer (a) notifies Seller of its acceptance in writing, (b) uses the Goods or permits their use by others, (c) remits payment for the Goods to Seller, or (d) fails to notify Seller in writing of any rejection of the Goods or other claim within three (3) days from receipt of Goods. From and after any such acceptance, no allowances shall be made for claims other than for violation of Seller's warranty hereunder. Any claims of any nature relating to the Goods subject to these Terms (including, without limitation, claims of defect such as visual appearance including shape, color, marking, or surface finish, or function such as electrical, mechanical, thermal, or other performance characteristics, non-conformity, damage, overcharge or discrepancy in quantity or delivery, changes to raw materials of construction/fabrication and manufacturing methods that could potentially impact form/fit/function, or notice of rejection of Goods) shall be made in writing to Buyer's main contacts at Seller within ten (10) days of receipt of such Goods by Buyer. Failure to make any such written claim shall constitute waiver of such claims and shall constitute Buyer's acceptance of the Goods.

13. Warranty: Seller warrants solely to Buyer that Seller has title to the Goods when delivered and that the Goods sold hereunder are within applicable specifications at the time of delivery, and no other warranty shall be implied. Buyer must notify Buyer's main contacts at Seller in writing within three (3) days of receipt of any nonconformity of Goods to the foregoing warranty. **NO LIABILITY IS ASSUMED BY SELLER UNDER ANY CIRCUMSTANCES FOR LABOR, MATERIAL OR OTHER COSTS ASSOCIATED WITH THE REMOVAL OR REPLACEMENT OF GOODS, UNLESS PREVIOUSLY APPROVED IN WRITING. THE WARRANTIES SET FORTH IN THIS WARRANTY SECTION ARE THE ONLY WARRANTIES APPLICABLE TO THE GOODS SOLD HEREUNDER. ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH HEREIN, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, ARE EXPRESSLY DISCLAIMED AND SHALL NOT APPLY.** No affirmation of Seller, by words or action, other than as set forth in this Warranty Section shall constitute a warranty or become any part of the basis of the bargain between the parties. The remedy set

forth herein is Buyer's sole and exclusive remedy and it shall not be deemed to have failed of its essential purpose so long as Seller is willing and able to repair or replace defective Goods. The provisions of any Technical Data Sheet issued by Seller or attached hereto are descriptive only and are not warranties or representations of any kind. Goods not manufactured by Seller are not warranted by Seller and are sold only with the warranties, if any, of the manufacturer thereof. Seller's warranty does not apply to any Goods which have been subjected to alteration, misuse, mishandling, misapplication, contamination, neglect (including but not limited to improper storage or maintenance), accident, improper installation, modification (including but not limited to use of unauthorized parts or attachments), adjustment or repair performed by anyone other than Seller or one of Seller's authorized agents, or to which Buyer's tests used an unrepresentative sample.

14. LIMITATION OF LIABILITY; ASSUMPTION OF RISK. SELLER'S LIABILITY FOR ITS GOODS, UNDER ALL THEORIES OF LIABILITY OR LAW, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL BE LIMITED TO REPAIRING OR REPLACING THOSE GOODS FOUND BY SELLER TO BE DEFECTIVE, OR AT SELLER'S OPTION, TO REFUNDING THE PURCHASE PRICE OF SUCH GOODS TO WHICH THE CLAIM RELATES. AT SELLER'S REQUEST, BUYER WILL PERMIT SELLER OR ITS DESIGNEE TO INSPECT ANY ALLEGEDLY DEFECTIVE GOODS INCLUDING SHIPMENT OF SUCH ALLEGEDLY DEFECTIVE GOODS TO THE LOCATION SPECIFIED BY SELLER AT SELLER'S COST. IN NO EVENT SHALL SELLER'S LIABILITY ARISING IN CONNECTION WITH OR UNDER THESE TERMS (WHETHER UNDER THE THEORIES OF BREACH OF CONTRACT, TORT LIABILITY, MISREPRESENTATION, FRAUD, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY OF LAW) EXCEED THE PURCHASE PRICE OF THE GOODS. IT IS UNDERSTOOD AND AGREED THAT BUYER ASSUMES ALL RISKS AND LIABILITIES RESULTING FROM THE ACCEPTANCE, HANDLING, TRANSPORT, STORAGE, USE AND DISPOSAL OF THE GOODS. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR SELLER ANY LIABILITY IN CONNECTION WITH THE SALE OR USE OF THE GOODS. THE GIVING OR FAILURE TO GIVE ADVICE, RECOMMENDATIONS OR SAFETY WARNINGS OF ANY CHARACTER BY SELLER SHALL NOT IMPOSE ANY LIABILITY UPON SELLER. THIS LIMITATION OF LIABILITY/ASSUMPTION OF RISK PROVISION SHALL REMAIN IN FULL FORCE AND EFFECT REGARDLESS OF WHETHER SELLER'S CONDUCT IS DEEMED TO BE RECKLESS.

15. DISCLAIMER OF DAMAGES. IN NO EVENT SHALL SELLER BE LIABLE FOR INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE SALE OF GOODS TO BUYER INCLUDING, WITHOUT LIMITATION, BREACH OF ANY OBLIGATIONS OR WARRANTY IMPOSED ON SELLER HEREUNDER OR IN CONNECTION HERewith. CONSEQUENTIAL DAMAGES FOR PURPOSES HEREOF SHALL INCLUDE WITHOUT LIMITATION, LOSS OF USE, INCOME OR PROFIT, OR LOSSES SUSTAINED AS A RESULT OF INJURY (INCLUDING DEATH) TO ANY PERSON, OR LOSS OF OR DAMAGE TO ANY PROPERTY (INCLUDING, WITHOUT LIMITATION, PROPERTY HANDLED OR PROCESSED THROUGH THE USE OF THE GOODS), DAMAGES OR LOSSES RESULTING FROM CLAIMS OF OTHER PERSONS AGAINST BUYER, OR DAMAGES OR LOSSES SUSTAINED AS A RESULT OF WORK STOPPAGE. BUYER SHALL INDEMNIFY, DEFEND AND HOLD SELLER HARMLESS AGAINST ALL LIABILITY, COST OR EXPENSE WHICH MAY BE SUSTAINED BY SELLER ON ACCOUNT OF ANY SUCH LOSS, DAMAGE OR INJURY.

16. Testing/Resale. Unless otherwise approved by Seller in writing, all testing shall be performed by Seller at the Seller's facility or a third-party facility designated by Seller and Goods shall be accepted at the shipping points. If the Goods sold hereunder are resold by Buyer without any alteration or processing by Buyer or incorporation into Buyer's products, Buyer agrees to include in the agreement for resale provisions which limit recoveries against Seller included in the Warranty, Limitation of Liability, and Disclaimer of Damages sections.

17. Compliance With Laws: Buyer agrees that the Goods will not be used, resold, transferred, exported or reused in any way by Buyer in violation of any laws, regulations or rules of any federal, state, provincial, municipal, local or other governmental entity, and Buyer shall indemnify, defend and hold harmless Seller from any harm or damages or liability caused to it (including, but not limited to reasonable attorneys' fees, court costs and costs of investigation and defense) by any of the foregoing uses or for the failure to comply with any laws or regulations. For the international sale of Goods, Buyer shall comply with any applicable laws regarding the import of the Goods and Seller shall comply with any applicable laws regarding the export of the Goods, as required by any agreed upon delivery terms. Seller shall have the option to extend or terminate these Terms in the event that the import or export process is delayed for any reason and shall be entitled to reasonable termination charges and damages for delay.

18. Termination: Seller may, without prior notice and without cost or liability to Seller, terminate these Terms and/or any orders made pursuant to these Terms, if any of the following occurs: (a) Buyer does not pay Seller for the Goods delivered in accordance with these Terms; (b) Seller's cost for the Goods increases and Seller is unable to pass such costs along to Buyer; (c) Seller is unable to obtain sufficient quantities of Goods to meet Buyer's orders; or (d) the institution of any proceedings against Buyer, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee, or in the event that Buyer shall make an assignment for the benefit of creditors. In addition to the preceding rights of termination, Seller may, at its convenience and without cost or liability to Seller, upon thirty (30) days' notice to Buyer, terminate these Terms and/or any orders made pursuant to these Terms as to any Goods not delivered to Buyer pursuant to any purchase order or similar document(s). Seller shall not be liable for damages for any failure or delay in delivery of Goods due to causes beyond Seller's reasonable control and occurring without Seller's fault or negligence, provided, Seller uses reasonable efforts to notify Buyer of any such cause. Additionally, Buyer agrees to reimburse Seller for any and all costs and fees incurred in the collection of any unpaid contract balance, including, but not limited to, any legal expenses and/or court costs and fees (including attorneys' fees).

19. Safety Warning and Handling: Product(s) may contain crystalline silica dust, or other respirable dusts (collectively, "Respirable Dust"), or Respirable Dust may be created during the use of the products. Breathing Respirable Dust is hazardous and can cause severe and permanent lung damage and disease, such as silicosis and lung cancer. The risk of lung disease is increased if smoking is combined with respirable dust respiration.

Current safety data sheets containing safety information are available and should be consulted. Buyer warrants that it will adequately warn all of its employees and customers who may come in contact with Goods supplied by Seller of the above-described health hazards. Further, Buyer warrants it will fully comply with all applicable health and safety regulations and orders relating to the workplace handling of Goods supplied by Seller. Buyer agrees that if the Goods supplied by Seller are resold by Buyer, Buyer will include in its contract for resale, provisions which include the full substance of those contained in this Safety Warning and Handling section, including the foregoing safety warnings. Buyer specifically acknowledges and agrees that it has the expertise and knowledge in the intended use of the Goods supplied by Seller and any use or other product or material made therefrom, and Buyer assumes all risk and liability for results obtained by the use of the Goods, whether used singly or in combination with other substances or in any process. Buyer hereby agrees to indemnify, defend and hold harmless Seller from any and all claims, demands, liabilities, judgments, suits, damages, costs and expenses, including attorneys' fees, arising from, or alleged to arise from, personal injury, including death, arising from or alleged to arise from the handling of Respirable Dust by the Buyer's employees, subcontractors and customers. The provisions of this Safety Warning and Handling section shall survive the expiration, or earlier termination as provided herein, of these Terms.

20. INDEMNITY: BUYER AGREES TO FULLY RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS SELLER AND ALL OF ITS AFFILIATED ENTITIES AND PERSONS, AND ANY OF SELLER'S DIRECT OR INDIRECT SUPPLIERS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS OR CAUSES OF ACTION AT LAW OR IN EQUITY, TOGETHER WITH ANY AND ALL LOSSES, COSTS, FINES, PENALTIES, EXPENSES AND ATTORNEYS' FEES IN CONNECTION THEREWITH, RELATED TO OR IN ANY MANNER ARISING OUT OF ANY NEGLIGENCE OR BREACH OF THESE TERMS BY BUYER OR THE ACCEPTANCE, HANDLING, TRANSPORT, STORAGE, SALE, DISPOSAL OR USE OF THE GOODS, WHETHER USED SINGLY OR IN COMBINATION WITH OTHER SUBSTANCES OR IN ANY PROCESS, EXPOSURE TO AND/OR RESIDUAL EFFECTS OF ANY OF THE GOODS, ASSERTED BY BUYER OR ANY THIRD PARTY (INCLUDING BUT NOT LIMITED TO BUYER'S EMPLOYEES, CONTRACTORS, OR SUBCONTRACTORS, GOVERNMENT AGENCIES OR ENTITIES, OR PROPERTY OWNERS, OR INSURERS OF ANY OF SUCH PARTIES OR OF THE BUYER) FOR DAMAGES TO PROPERTY OR PERSONAL INJURY, DISEASE AND/OR DEATH, INCLUDING BUT NOT LIMITED TO CIRCUMSTANCES IN WHICH: (1) SELLER IS ALLEGED TO HAVE BEEN AND/OR IS FOUND TO HAVE BEEN NEGLIGENT IN WHOLE OR IN PART; AND/OR (2) THE GOODS ARE ALLEGED TO HAVE BEEN AND/OR ARE FOUND TO HAVE BEEN DEFECTIVE AND/OR TO HAVE CAUSED THE INJURY, DEATH AND/OR DAMAGE(S) IN WHOLE OR IN PART. THE PROVISIONS OF THIS INDEMNITY SECTION SHALL SURVIVE THE EXPIRATION, OR EARLIER TERMINATION AS PROVIDED HEREIN, OF THESE TERMS.

21. Choice of Law; Venue: These Terms shall be governed, construed, and enforced in accordance with the laws of the State of Ohio, without giving effect to any choice of law or conflict of law provision or rule that would cause application of the laws of any jurisdiction other than the State of Ohio. The sole and exclusive venue for all disputes, claims or causes of actions arising in connection with these Terms or any transaction for the purchase and sale of Goods between Buyer and Seller shall be the state and federal courts located within Lake County, Ohio, and Buyer and Seller each submits itself and its property to the exclusive personal jurisdiction and venue thereof. Buyer and Seller each waives any right to have a jury participate in resolving any dispute, whether sounding in contract, tort, or otherwise, arising out of, or in connection with, these Terms. The United Nations Convention on Contracts for the International Sale of Goods and the Convention on the Limitation period in the International Sale of Goods shall not apply to transactions made pursuant to these Terms. Any action by Buyer arising out of or relating to these Terms must be commenced within one (1) year after the cause of action has accrued.

22. Confidentiality: The existence, Terms and conditions of a purchase order, sales document or contract between the parties shall be considered confidential and proprietary and shall not be disclosed to any third party without the other party's prior written consent. The obligation of confidentiality set forth in the Terms shall remain in effect until the tenth (10th) anniversary of the invoice date for product sold to Buyer under the Terms.

23. Miscellaneous: The failure of Seller to insist upon strict adherence to any provision of the Terms will not be considered a waiver or deprive Seller of the right thereafter to insist upon strict adherence to that term or any other term of the Terms. Any waiver of any provision of the Terms by Seller must be in writing signed by an authorized representative of Seller. Any waiver granted by Seller shall not be deemed to have created a course of dealing between Buyer and Seller. In any action or proceeding brought by Seller to enforce any provision of the Terms, if Seller prevails it will be entitled to recover the reasonable costs and expenses incurred by it in connection with that action or proceeding, including, without limitation, attorneys' fees and court costs. Neither party will be deemed the drafter of the Terms and the Terms will not be construed or interpreted in favor of or against either party. Caption headings are for the convenience of the parties only and will not be used to construe or interpret the Terms. If any provision of the Terms is found by a court of competent jurisdiction to be unenforceable in any respect, then (i) the court will revise such provision the least amount necessary in order to make it enforce, and (ii) the enforceability of every other provision of the Terms will not be affected thereby.

24. General; Complete Agreement: These Terms set forth the sole and entire agreement between the parties regarding the sale of Goods herein and supersedes any and all prior or contemporaneous oral and written agreements between them regarding the same. All agreements, covenants, conditions and provisions contained herein shall apply to and bind the assignees and successors in interest of Buyer. These Terms may not be assigned by Buyer without Seller's prior written consent. Any purported assignment without Seller's prior written consent shall be void and of no force or effect. Electronic signatures or other reliable means of authentication by which Buyer signifies its assent to these Terms shall be effective to bind Buyer to the terms hereof. Buyer agrees not to disclose any pricing or other confidential information of Seller to any third parties without Seller's prior written consent. Buyer agrees to maintain insurance sufficient to cover its responsibilities under these Terms and to name Seller as an additional insured and provide a certificate of insurance upon request. Seller's failure to require full payment or strict performance, or waiver of any breach or default by Buyer shall not be deemed to be a waiver of any later breach or default. The exercise or failure to exercise any remedy

shall not preclude the exercise of that remedy at another time or of any other remedy at any time. Caption headings are for the convenience of the parties only and will not be used to construe or interpret the Terms. If any provision of the Terms is found by a court of competent jurisdiction to be unenforceable in any respect, then (i) the court will revise such provision the least amount necessary in order to make it enforce, and (ii) the enforceability of every other provision of the Terms will not be affected thereby. Any clerical errors are subject to correction. No modification or waiver of these Terms shall be binding upon Seller unless approved by Seller in writing, and these Terms cannot be modified except by a writing signed by all parties hereto.

Signature

Date

Printed Name