

## HENROB CORPORATION STANDARD TERMS AND CONDITIONS OF SALE

"Seller" means **Henrob Corporation**, a Michigan corporation with a principal place of business at 30000 S. Hill Rd., New Hudson, Michigan 48165, USA. "Buyer" means the company to which Seller's offer is made and/or the entity purchasing any goods or services from Seller.

1. **PURCHASE ORDERS.** Buyer agrees that the terms and conditions set forth herein shall be applicable to all quotations and purchase orders covering the sale of Seller's goods and services and shall supersede all printed terms and conditions set forth in purchase orders used by Buyer or any oral agreements between the parties. **SELLER HEREBY OBJECTS TO ANY TERMS AND CONDITIONS APPEARING IN BUYER'S PURCHASE ORDER WHICH (MATERIALLY OR OTHERWISE) MODIFY, CONTRADICT, VARY, ALTER, OR ARE IN ADDITION TO THE TERMS CONTAINED HEREIN. BUYER AGREES BY ITS ACCEPTANCE OF THE GOODS AND SERVICES CONFIRMED HEREIN (AND, IF APPLICABLE, SHIPPED HEREWITH), THAT BUYER ACCEPTS THE TERMS AND CONDITIONS OF SALE CONTAINED HEREIN.**

2. **PRICES.** All prices are subject to the price in effect on the day of shipment and may change without notice. In addition to the stipulated purchase price of the goods, any and all taxes or other charges (not including any income or single business taxes) that may be imposed by any taxing authority, arising from the sale, delivery, or use of the goods and for which Seller may be held responsible for collection or payment either on its own behalf or on behalf of Buyer, shall be paid by Buyer to Seller upon Seller's demand. All prices quoted and confirmed are subject to correction for typographical and clerical errors.

3. **DELIVERY AND RISK OF LOSS.** Lead-times and shipping dates/periods (whether indicated as a range of weeks or otherwise) are estimates only, and are, among other things, based upon timely receipt of all necessary information and approvals. Goods are delivered F.O.B. shipping point of origin. Seller reserves the right to deliver in installments. The risk of loss or damage to all goods sold hereunder shall remain with the Seller until, and shall pass to Buyer at, the F.O.B. point specified above. Seller reserves the right to hold or stop any shipment of goods in transit if the purchase price has not been timely paid. Seller reserves the right to determine the routing and method of shipment. Buyer agrees to pay all freight, insurance, packing and other transportation charges related to said delivery. Seller shall have the right, but shall not be obligated to, prepay such charges in which event Buyer shall promptly reimburse Seller in the amount thereof upon presentation by Seller of evidence of payment. Buyer shall have the responsibility to obtain and pay for insurance in an amount not less than the replacement value of the goods. Seller shall have the right to negotiate and adjust claims with the carrier and/or insurer in the event of misdelivery, loss or damage, regardless of the fact that insurance may have been secured by Buyer.

4. **PAYMENT; PURCHASE MONEY SECURITY INTEREST.** Unless otherwise provided, payment for goods purchased and delivered under any order shall be made in U.S. dollars at the prices stipulated by Seller and shall be due net 30 days after Seller's invoice. Buyer shall not delay payment for goods pending inspection. Prices quoted and confirmed do not include federal, state, local or other taxes; such taxes, if applicable, will be added to the sale price when Seller is legally obligated to collect them unless Buyer provides Seller with the proper exemption certificate. All prices and other terms quoted and confirmed are subject to correction for stenographic and clerical errors. Late payments shall bear interest at the lesser of one and one-half (1½%) percent per month or at the highest rate allowed by law on any unpaid balance. Seller reserves all rights if Buyer pays by check and Buyer's check is not honored. Buyer hereby grants Seller a purchase money security interest in the goods delivered to it hereunder and all proceeds and products therefrom to secure Buyer's performance under this order and any other order or agreement (now existing or arising in the future) between Buyer and Seller. Buyer's purchase order or other writing in connection with this agreement shall constitute Buyer's signature hereunder with respect to the grant of such security interest. Buyer agrees to execute and deliver all further documents reasonably requested by Seller to protect and perfect Seller's security interest in the goods, including, but not limited to, a UCC-1 financing statement. If Buyer fails to pay any invoice when due, Seller may exercise any and all remedies available to it, including under the Uniform Commercial Code, and may withhold delivery under this or any other contract with Buyer until receipt of payment or satisfactory security.

5. **PACKAGING.** The goods to be delivered hereunder shall be packed and packaged in accordance with sound commercial practice for domestic shipment. Unless otherwise provided, export or other special packaging will be at additional charge to Buyer.

### **6. INSPECTION; RETURNS.**

a. Buyer shall promptly inspect the goods upon their arrival at Buyer's facility (or Buyer's other designated shipping destination), and must notify Seller in writing within five (5) days of arrival if such goods are non-conforming. If no such notice is received by Seller within such time or if Buyer has begun to process or alter the goods in any manner, the goods shall be deemed irrevocably accepted and Buyer waives any right to revoke such acceptance. Buyer shall provide Seller the reasonable opportunity to inspect the alleged non-conforming goods. If such goods are actually non-conforming, Seller's sole liability and Buyer's exclusive remedy under this agreement are limited to, at Seller's option, credit for the non-conforming goods (up to the price allocable to the goods which are non-conforming) or the repair or replacement thereof. Buyer agrees that the inspection and remedy provisions herein are adequate and reasonable. Any attempted revocation of acceptance after the inspection period has passed will have no effect or, at the option of Seller, will constitute a breach by Buyer of this agreement.

b. If any goods to be sold to Buyer by Seller are manufactured, packaged, processed or otherwise handled by Seller in substantial compliance with the mutually agreed upon specifications, then Seller will not be liable to Buyer for the failure of such goods' performance, or for any of Buyer's damages (including incidental and consequential damages, and lost profits) arising from such failure, and Buyer will indemnify and hold Seller harmless from any third party suits, claims, damages, expenses (including attorneys' fees and court costs) or other liabilities arising from any such failure.

c. Standard Seller assemblies and consumable parts delivered to Buyer shall be eligible for return to Seller provided that such assemblies and parts are (i) unused, (ii) still contained in their original manufacturer's packaging, and (iii) received by Seller within 90 days after delivery thereof to Buyer, in each case as determined by Seller. No returned goods will be accepted without a Return Material Authorization number issued by Seller. Returned goods must include all accessories, packaging, instruments and other related materials; otherwise credit will not be granted for any goods returned. Any such returns are subject to a 30% restocking fee. For the avoidance of doubt, any delivery of conforming goods other than standard assemblies and consumable parts (including, but not limited to, rivets and custom engineered or custom designed goods) are not returnable by Buyer.

### **7. WARRANTY.**

a. Equipment (excluding rivets and parts): Seller warrants that any and all equipment (excluding rivets and parts) delivered by Seller under this order are delivered free of defects in material and workmanship. Unless specified otherwise by Seller in its written quotation regarding such particular equipment,

the above-stated warranty shall expire eighteen (18) months after the date of shipment from Seller to Buyer or twelve (12) months after the date of initial start-up of such equipment, whichever expires first.

b. Parts (excluding rivets and consumable parts): If Seller provides parts (excluding rivets and consumable parts (such parts with wearable surface(s), ("Consumable Parts")), Seller warrants that the parts shall be free of defects in material and workmanship; this warranty shall expire ninety (90) days after the date Seller provides such part, unless specified otherwise by Seller in its applicable written quotation.

c. Service: Seller warrants that any and all services will be performed in a workmanlike manner; this warranty shall expire 30 days after the service is performed.

d. Available Remedies: If equipment, parts or service do not meet the above-stated warranty, Buyer shall promptly within the applicable above-stated warranty period notify Seller in writing. In the event of a breach of warranty with respect to equipment or parts (other than rivets), Seller shall at its option (i) replace the defective equipment or part; (ii) repair the defective equipment or part; or (iii) take back the defective equipment or part and refund (or credit) monies paid by Buyer to Seller for the defective equipment or part less a reasonable allowance for use. In the event of a breach of warranty with respect to service, Seller shall at its option (i) re-perform the non-conforming portion of the service, or (ii) provide a refund or credit allocable to the nonconforming portion of the service. Seller will determine in its sole discretion which of the above-mentioned options (re-performance, repair, replacement, refund, or credit) Seller will take. Seller warrants that such equipment and parts repaired or replaced pursuant to the above warranty, and such re-performed service, shall (under normal and proper use, storage, handling, installation, and maintenance) be free of defects in material or workmanship; this warranty shall expire upon the expiration of the original warranty period for the applicable equipment, part or service.

e. General: Any and all warranty work is subject to Seller's normal working hours (8:00 am to 5:00 pm Monday through Friday, exclusive of holidays), unless the parties agree otherwise in writing. In the event labor for warranty work is performed outside of Seller's normal working hours, that labor will be billed at Seller's overtime rate then prevailing for services of Seller personnel. Warranty repair or replacement or re-performed service shall not extend or renew the original warranty period for the equipment, part or service; such equipment, part or service shall remain under warranty only for the unexpired portion of the original warranty period for the equipment, part or service. Replaced equipment and parts become the property of Seller. Seller warrants that Seller has good and marketable title to the products delivered by Seller.

f. Rivets and Consumable Parts: Seller makes no warranty with respect to rivets or Consumable Parts sold to Buyer except that, at the time of delivery, (i) the rivets and Consumable Parts conform materially to the specifications agreed to in writing by Buyer and Seller and (ii) that Seller has good and marketable title to the rivets and Consumable Parts delivered by Seller. Notification of any breach of this rivet and Consumable Parts warranty must be received within the 5 day acceptance period referred to in Section 6(a) above, but in any event prior to such rivets or Consumable Parts being applied to other materials or in any way altered by Buyer or any third party.

g. The warranties set forth in this Section 7 expressly exclude any defects attributable to the non-observance of operating, service or installation instructions, to inappropriate or unsuitable use, to incorrect or careless treatment, to normal wear and tear, or to modification of the supplied goods by Buyer or any third party. **THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED IN LIEU OF ANY AND ALL OTHER WARRANTIES, WRITTEN, ORAL, IMPLIED OR OTHERWISE, AND ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXPRESSLY DISCLAIMED. THE REMEDIES OF BUYER SHALL BE LIMITED TO THOSE PROVIDED HEREIN TO THE EXCLUSION OF ANY AND ALL OTHER REMEDIES, INCLUDING WITHOUT LIMITATION, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS.**

8. **BUYER'S FINANCIAL STATUS.** Buyer represents to Seller that it is solvent and is paying all of its liabilities as they come due. Shipments, deliveries and performance of work shall at all times be subject to approval of Seller's credit department and Seller may at any time decline to make any shipments or deliveries or perform any work except upon receipt of payment in advance or upon terms and conditions or security satisfactory to such department. If before completion of performance of this agreement by Seller, the Buyer becomes bankrupt, insolvent, or makes an assignment for the benefit of creditors, or if Seller otherwise reasonably deems itself insecure, Seller may, at its option, terminate this agreement by giving to Buyer a notice of termination and Seller shall thereupon be relieved of any further obligations to Buyer. In such case, in addition to payment for goods delivered, Buyer shall reimburse Seller for its termination costs and a reasonable allowance for profit for the work terminated.

9. **EXCUSABLE DELAYS.** Buyer acknowledges that the goods called for hereunder are to be manufactured by or for Seller to fulfill this order and that the delivery dates are based on the assumption that there will be no delay due to causes beyond the reasonable control of Seller. Seller shall not bear any liability for delay, non-delivery or other non-performance when due to delays of suppliers, supply shortages, material price increases for raw materials or components of the goods, acts of God or the public enemy, compliance in good faith with any applicable foreign or domestic governmental law, regulation or order whether or not it proves to be valid, fires, floods, explosion, riots, war, acts of terrorism, labor disputes, strikes, unusually severe weather or any other cause beyond the reasonable control of Seller. To the extent that such causes actually delay the performance on the part of Seller, the term for the performance shall be extended for as many days beyond the date thereof as it required to obtain removal of such causes.

10. **BUYER'S INDEMNITY.** Buyer shall indemnify, defend and hold harmless Seller and its officers, directors, employees, subcontractors and agents, and their respective successors and assigns, from any losses, costs, damages, expenses, lawsuits, claims or liability (including attorneys' fees and court costs), by reason of monetary losses, property damage or personal injury (including death), or otherwise, including, without limitation, incidental and consequential damages and lost profits, claimed by Buyer or any third party arising out of, in connection with, or as a result of, Buyer's (or any third party's) use of any goods or services provided by Seller to Buyer, whether arising out of the actions or inactions of Buyer or of its employees, agents or subcontractors.

11. **SELLER'S INDEMNITY.** Seller agrees to defend and indemnify Buyer against any claim by any third party alleging that any good or service (furnished by Seller to Buyer hereunder) infringes any United States patent, trademark, trade dress, or copyright, provided that Buyer (i) promptly notifies Seller in writing of the claim and provides Seller with a copy of the claim; (ii) gives Seller full authority to control the defense and settlement of the claim; and (iii) provides Seller with full information and reasonable assistance at Seller's expense. Seller shall ensure that no such settlement intending to bind

Buyer shall be entered into without Buyer's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Buyer shall be permitted to participate in the defense and settlement with counsel of its own choosing at its own expense. In case the good/service, or any part thereof, as a result of any suit or proceeding so defended is held to constitute infringement or its use by Buyer is enjoined, Seller will, at Seller's option and expense, either: (i) procure for Buyer the right to continue using said good; or (ii) replace it with substantially equivalent non-infringing good; or (iii) modify the good so it becomes non-infringing; or (iv) take back the infringing good and refund or credit monies paid by Buyer to Seller for such infringing good less a reasonable allowance for use. Seller will have no duty or obligation to Buyer under this Section to the extent that the good/service is (i) supplied according to Buyer's design or instructions wherein compliance therewith has caused Seller to deviate from Seller's normal designs or specifications, (ii) modified, (iii) combined with items, systems, methods, or processes not furnished hereunder and by reason of said design, instruction, modification, or combination a claim is brought against Buyer. If by reason of such design, instruction, modification or combination, a claim is brought against Seller, Buyer shall protect Seller in the same manner and to the same extent that Seller has agreed to protect Buyer under the provisions above in this paragraph. **THIS PARAGRAPH STATES SELLER'S AND ITS AFFILIATES' EXCLUSIVE LIABILITY FOR INFRINGEMENT OF ANY THIRD PARTY'S PATENT, TRADEMARK, TRADE DRESS, AND/OR COPYRIGHT.**

12. **USE; COMPLIANCE WITH LAWS.** Buyer agrees that the goods shall be used only in strict accordance with the manufacturer's and/or Seller's manuals, instructions and other guidelines, and in compliance with all laws, orders, rules, regulations and requirements of public authorities.

13. **SELLER'S TECHNICAL DATA.** Any technical information or data, including, without limitation, any patent or other intellectual property rights, which Seller may disclose to Buyer with respect to the design, use or manufacture of the items covered by this agreement, shall remain Seller's property and shall not be reproduced or disclosed to others by Buyer. Nothing contained in this agreement shall preclude Seller from using such technical information and data or from disclosing it to other parties.

14. **INTELLECTUAL PROPERTY.** No patents, copyrights, trademarks, or other intellectual property is being sold, assigned, or otherwise transferred to Buyer. It is expressly acknowledged that Seller retains all right, title and interest in and to all inventions, discoveries, ideas, works of authorship, processes, methods, know-how, and techniques developed, discovered or conceived by Seller or its employees, including without limitation those developed and/or used in connection with the manufacture of goods or performing Services hereunder. No drawings, designs, specifications, or anything else provided by Seller to Buyer shall be deemed to be "work made for hire" as that term is used in connection with the U.S. Copyright Act.

15. **SOFTWARE.** In the event that any good and/or service contains or otherwise includes software, the software shall remain the proprietary property of Seller (and/or its affiliates or other third parties who are Seller's licensors, if applicable), and in no event shall title thereto be sold or transferred to Buyer. In the event a good and/or service supplied hereunder contains or otherwise includes software, the following shall apply: (i) subject to Buyer complying with these Henrob Corporation Standard Terms and Conditions of Sale, Buyer is granted a non-exclusive, non-transferable license to properly use the software in machine readable object code form only; (ii) any license so granted is limited to the proper use of the good/service containing the software only in the manner authorized by Seller; and (iii) Buyer shall not sublicense the software to any other entity nor assign its license rights. Notwithstanding the above, in the event Buyer transfers (in compliance with any and all applicable laws and regulations) title to any good containing the software, the license granted hereby shall transfer to Buyer's transferee. Any license granted hereunder shall continue: (i) until terminated in accordance with this agreement, or, (ii) for the useful life of the good/service in which the software is embedded or is otherwise an integral part, or, (iii) for the useful life of the software, whichever is shorter. Any modification, alteration, or removal or unauthorized use of any software contained in any good/service constitutes a breach of this agreement and shall automatically terminate any license granted hereby. Buyer shall not (and shall not permit any third party to) create derivative works based on the software, or reverse engineer, or disassemble or decompile the software, or transfer, copy, or modify, the software. In the event a separate written applicable Seller-provided Software License is provided with the good/service, specified in Seller's quotation, and/or otherwise communicated to Buyer, then the software shall be governed, in order of precedence, by the terms of the separate Software License and then by any non-conflicting terms hereof.

16. **TERMINATION.** The circumstances under which the order may be terminated shall be as follows: (a) each party has the right to terminate the order in whole or in part in writing with immediate effect if the other party becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law, or has wound up or liquidated (voluntarily or otherwise). In addition, each party has the right to terminate the order in whole or in part in the event of a breach if the other party fails, within 15 business days after receipt of written notice from the non-breaching party specifying the material breach and intent to terminate, to commence and diligently pursue cure of the breach. (b) Unless an order is terminated by Buyer pursuant to sub-section a above, Buyer shall pay Seller's termination charges if Buyer terminates an order, or any portion thereof, that has not already been delivered. The termination charges shall be as follows: (i) standard Seller assemblies are subject to 30% cancellation fees, (ii) manufactured parts, engineering, assembly and test labor are subject to charges for Seller cost (including costs owed to third parties) plus 20%, (iii) non-returnable / non-refundable items are subject to full price of goods, and (iv) non-standard OEM components, if returnable, are subject to a 30% return fee (if not returnable, full cost absorption may include, among other things, all costs and expenses incurred, and to cover commitments made, by Seller). In no event shall the termination fee exceed the Product's purchase price. (c) It is acknowledged that Seller may suspend Seller's performance in whole or in part immediately if Buyer fails to meet the payment terms set forth above. (d) Buyer's recourse in the event of a default by Seller shall be limited to the termination of any Purchase Order affected by such default. Cover or damages for such default shall not be available to Buyer.

17. **LIMITATION OF LIABILITY, NOTWITHSTANDING ANYTHING ELSE, THE TOTAL LIABILITY OF SELLER IN THE AGGREGATE (ARISING OUT OF OR RELATED TO THE GOODS, SERVICE, CONTRACT, AND/OR BREACH OR PERFORMANCE OF CONTRACT) SHALL BE LIMITED TO THE ACTUAL PURCHASE PRICE AMOUNT RECEIVED BY SELLER FROM BUYER FOR THE GOOD/SERVICE GIVING RISE TO THE CLAIM** (regardless of whether such damages are characterized as arising out of breach of warranty, tort, contract, or otherwise). For purposes of this Section, the term "Seller" means Seller, its affiliates, suppliers, and subcontractors (if any), and their respective employees/agents.

18. **NO CONSEQUENTIAL DAMAGES, ETC. NOTWITHSTANDING ANYTHING ELSE, UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, OR SPECIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUE, LOSS OF TOTAL OR PARTIAL USE OF PRODUCTS OR SERVICES, DOWNTIME COSTS, AND DELAY COSTS), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES ARE**

**FORESEEABLE AND EVEN IF THE LIMITED REMEDIES PROVIDED HEREIN FAIL OF THEIR ESSENTIAL PURPOSE** (regardless of whether such damages are characterized as arising out of breach of warranty, tort, contract, or otherwise). For purposes of this Section, the term "Seller" means Seller, its affiliates, and subcontractors (if any), and their respective employees/agents.

19. **EXPORT CONTROL, AND FOREIGN CORRUPT PRACTICES ACT.** Goods, services, technical data, technology, software, and any other items or information provided by Seller to Buyer shall at all times be subject to any and all applicable export control laws and regulations, including but not limited to applicable U.S. Export Administration Regulations, United Nations resolutions and European Union directives relating to trade embargoes and restrictions. Buyer expressly agrees that no goods, services, technical data, technology, software or other items or information or assistance or other item received from Seller shall be exported (or re-exported) by Buyer or its authorized transferees (if any), directly or indirectly, in violation of any law or regulation. Buyer further agrees that Buyer shall not violate or cause Seller to violate the U.S. Foreign Corrupt Practices Act of 1977 (as amended), in connection with any sale or distribution of the goods and/or services. **BUYER AGREES TO INDEMNIFY SELLER FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS, AND FINES ARISING FROM BUYER'S NON-COMPLIANCE WITH THIS SECTION 19.**

20. **ASSIGNMENT.** This agreement shall not be assigned in whole or in part by Buyer without the prior written consent of Seller; any purported assignment in violation of this sentence shall be void. Buyer acknowledges and agrees that Seller may subcontract with third parties for the performance of some or all of Seller's obligations hereunder.

21. **APPLICABLE LAW AND VENUE.** The validity, performance, and all other matters arising out of, or relating to the interpretation or effect of this order/contract shall be governed by and construed in accordance with the internal laws of the State of Michigan without giving effect to any choice or conflict of law provision or rule (whether of Michigan or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of Michigan. Any legal suit, action or proceeding and all other matters arising out of or relating to the interpretation and effect of this order/contract shall be instituted in the United States District Court for the Eastern District of Michigan, Southern Division, or the Oakland County, Michigan Circuit Court, and the parties hereby irrevocably consent to the personal jurisdiction and venue of those courts over the parties to this agreement. Notwithstanding the foregoing, Seller shall have the right at any time (at its option and where legally available) to immediately commence a legal suit, action, or proceeding in any court of competent jurisdiction (in any State or country) in order to seek an injunction or similar order to enforce or protect intellectual property rights or trade secrets, and/or to enforce the provisions of Section 4 above (entitled "Payment; Purchase Money Security Interest").

22. **U.S. GOVERNMENT CONTRACTS.** If the goods and/or services are to be used in the performance of a U.S. Government contract or subcontract, Buyer expressly agrees to notify Seller in writing in connection with Buyer's order. Further, if the goods and/or service are to be used in the performance of a U.S. Government contract or subcontract, only those clauses of the applicable U.S. Government procurement regulations which are mandatorily required by federal statute to be included in this order/contract shall be incorporated herein by reference.

23. **EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS.** If applicable to this agreement, Seller and Buyer shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

24. **BINDING EFFECT.** All of the terms and conditions of this agreement shall be binding upon and inure to the benefit of the parties' respective heirs, successors, administrators, legal representatives and assigns.

25. **WAIVER.** Waiver by Seller of a breach by Buyer of any of the terms and conditions of this agreement shall not constitute a waiver of any other breach of the same or any other term.

26. **FURTHER ASSURANCES.** Buyer agrees to sign and deliver all documents, instruments and certificates and take all other actions which may be deemed reasonably necessary by Seller to consummate the transactions contemplated by this agreement.

27. **CLAIMS PERIOD.** No action, regardless of form, arising out of this agreement shall be brought by Buyer more than one (1) year after such cause of action as occurred.

28. **INDEPENDENT CONTRACTORS.** The parties are independent contractors under this agreement and no other relationship is intended including, without limitation, any partnership, franchise, joint venture, agency, employer/employee, fiduciary, master/servant relationship, or any other special relationship.

29. **U.N. CONVENTION.** Seller and Buyer expressly agree that the United Nations Convention on International Sale of Goods shall not apply.

30. **GOODS AND SERVICES.** As used in these terms and conditions, the terms "goods" and "services" shall be interchangeable except as the context dictates otherwise.

31. **SEVERABILITY.** If any term, provision, covenant or condition of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be effected, impaired or invalidated.

32. **REMEDIES.** All rights and remedies of Seller herein shall be cumulative and none shall exclude any other rights or remedies available at law or in equity.

33. **ENTIRE AGREEMENT.** This agreement constitutes the entire agreement between the parties with respect to its subject matter. No modification of this agreement shall be binding unless in writing and signed by both parties.