

STANDARD TERMS AND CONDITIONS OF SALE VERSION 2022-B

1. GOVERNING TERMS AND CONDITIONS/QUOTE VALIDITY

These standard TERMS AND CONDITIONS OF SALE (hereinafter "Terms & Conditions"), published on Seller's website, shall apply to all orders for product (hereinafter "Product" or "Products"), between the purchaser (hereinafter "Buyer") and the seller of the Products (hereinafter "Seller") with the exception of orders for machinery which shall be governed by Seller's MACHINERY TERMS AND CONDITIONS OF SALE, that are also published on Seller's website. In the event that Seller issues a formal proposal or quotation ("Quote") to Buyer for the sale of Products then any order resulting from said Quote shall be governed by the sales covenants set forth in the Quote and the Terms & Conditions incorporated therein by attachment or reference ("Seller's Terms"). Buyer shall be deemed to have accepted Seller's Terms or the Terms & Conditions (in the absence of a Quote) through any of the following: (i) issuance of a purchase order or a purchase order number to Seller, (ii) receipt and acceptance of Products, (iii) payment of Seller's invoice for the Products or any required initial deposit, (iv) failing to provide Seller with written notice of rejection of Seller's Terms or the Terms & Conditions within three (3) business days from the date of receipt of either the Products or Seller's order acknowledgment or (v) any other written indication by Buyer of its acceptance of the Quote or offer of Products. Any order for Product received by Seller shall be reviewed and upon acceptance, acknowledged by Seller by a formal order acknowledgment or other written indication of acceptance (hereinafter "Order" or "Contract"). The effective date of any Order shall be the date accepted by Seller and receipt by Seller of any required initial deposit. Any terms and conditions contained in any purchase order, correspondence or accompanying payment for delivery of the Products, which are different from or in addition to Seller's Terms (or the Terms & Conditions), shall not be binding on Seller, whether or not they would materially alter the Order, and Seller hereby objects thereto without further notice. The scope of work under any Product sale offered by Seller does not include any engineering or on-site work, e.g., installation or commissioning of Products ("Services"), unless specifically set forth otherwise in the Quote or Order. In the event that Seller does offer Services, such Services shall be governed either by the Seller's Terms set forth in the quotation or the Terms & Conditions in the absence of any other terms and conditions quoted by Seller.

Any Quote made by Seller either directly or by a dealer or sales representative of Seller shall expire in thirty (30) days from date of issuance, and after such time will no longer be valid. If Buyer wishes to consider purchasing Products offered in an expired Quote, Seller shall either issue a new Quote or extend the validity of the original Quote within three (3) business days of a written request.

2. CONFIDENTIALITY

All information, including quotations, specifications, drawings, prints, schematics, and any other engineering, technical or pricing data or information submitted by Seller to Buyer related to any Orders are the confidential and proprietary information of Seller; and Buyer and its employees, agents or other parties for whom Buyer is responsible may not disclose Seller's confidential and proprietary information to any third parties, or use Seller's confidential and proprietary information for its own account or that of any third party, except in the performance of the Order. No transfer of ownership of any information provided by Seller to Buyer shall take place pursuant to fulfillment of the Contract.

3. PRICE; PAYMENT TERMS

The price and payment terms for the Products shall be set forth by Seller at the time of a Quote however such terms are subject to revision and re-quote prior to acceptance of any order received from Buyer. Seller may also confirm or revise quoted or re-quoted price or payment terms (if mutually agreed upon) in Seller's acknowledgement of Order to Buyer for Buyer's review and agreement. All payment terms are subject to Seller's credit approval as of the time of the Order and prior to shipment. Unless otherwise set forth in the order acknowledgment, payments are due to Seller from Buyer no later than immediately upon Buyer's receipt of an invoice from Seller. Time is of the essence with respect to all payments. Payments that are outstanding more than ten (10) days from their respective due date shall bear an interest rate of one and one-half percent (1½%) per month (eighteen percent [18%] annually) until fully paid, including any interest accruing thereon. If the rate of interest stated in the preceding sentence exceeds the maximum rate of interest that the applicable state law allows, then the rate of interest that will be accrued will be the applicable state maximum. In the event Buyer does not pay within the terms of the Order, all collection costs incurred by Seller, including reasonable attorneys' fees will be paid by Buyer.

Payment for the sale of Products shall not be subject to offset, deduction or back charges by Buyer, unless such offset, deduction or back charge is expressly accepted in writing by an authorized representative of Seller. Any sums that have been deducted by Buyer in violation of this paragraph shall be considered overdue and are subject to the above interest charge. The price set forth in the Order and all payments due to Seller from Buyer shall be in the lawful currency of the United States of America.

Notwithstanding the foregoing or any term in the Quote, Order or order acknowledgement to the contrary, to the extent that any time prior to shipment Buyer does not meet Seller's credit approval, Seller may either (i) cancel the Order, subject to Section 5 below or (ii) request payment in full from Buyer prior to shipment of the Product.

If a letter of credit is to be used to cover any payments, Buyer shall open, in favor of Seller, an irrevocable, documentary Letter of Credit in the amount equal to those payments in the specific form and format described in Seller's letter of credit instructions incorporated into the Contract by attachment or reference. The minimum requirements for any such letter of credit are that it must be payable "at sight" at the counters of Seller's bank in the USA, it must allow for confirmation by Seller's bank, it must allow partial shipments and partial draws from any point of origin and must allow transshipment and must specify that bank charges in addition to those charges by Seller's bank shall be payable by the Buyer. If the letter of credit is advised or in any way processed by additional banks other than Buyer's original issuing bank and Seller's specified advising bank, Buyer shall be responsible for any fees charged by such additional banks. In the event that Buyer elects to use an issuing bank with which Seller's bank does not have a corresponding relationship, Seller reserves the right to require payment by wire-transfer in lieu of acceptance of a letter of credit. The Buyer agrees to have its issuing bank forward a draft version of the letter of credit to Seller for its review and approve prior to issuance of the final version.

4. CHANGES

Changes to the price, payment schedule, design, specifications, submittals, scope of supply, estimated delivery schedule, Product demonstration site, shipping instructions of the Products or any material term of the Contract, may only be made upon execution by Buyer and Seller in writing ("Change Order" or "Amendment"). Such Change Order shall state the parties' agreement on (i) change in the specifications, designs, scope of work, delivery schedule or shipping instructions for the Product, (ii) an adjustment to the purchase price, if any, and (iii) an adjustment in the indicated date of shipment of the Product and/or the period of performance. Both parties agree and acknowledge that unless a Change Order is agreed upon in writing by both parties, the Contract shall not be modified in any manner. In addition, Seller has the right to suspend its performance on the portion of the Order potentially affected by a proposed change without liability during the period while the change is being evaluated, negotiated and agreed.

In the event Buyer has communicated proposed changes to Seller, Seller, at its sole discretion, shall either (a) accept the Change Order; (b) reject the Change Order and continue performance under the existing Contract; or (c) cancel the Contract. In the event that Seller elects (b) above, Buyer shall either (i) agree to continue performance (of Seller) pursuant to the Contract or (ii) cancel the Contract.

5. DEFAULT; CANCELLATION

If Buyer fails to perform any of its obligations hereunder, including without limitation, failure to make payments as provided in Section 3 or otherwise, or if Buyer fails to promptly give reasonable assurances of future performance when requested by Seller, then Seller may, upon five (5) days' written notice to Buyer, declare Buyer to be in default and Seller may suspend performance of its obligations hereunder without liability and retain all rights and remedies Seller may possess at law, in equity and/or as provided in the Terms & Conditions.

In addition to the remedies in Section 4 above, to the extent that (i) Seller declares a default under this Section 5 or (ii) if the Order is cancelled for any reason, other than (a) default by Seller or (b) Force Majeure, Buyer will make payment to Seller of reasonable cancellation charges which shall include all incurred costs (direct material, labor, burden, and application engineering) on the work-in-process and completed work plus twenty percent (20%) of the incurred costs as liquidated damages. If an Order, or portion thereof, for Products considered by Seller to be non-standard, i.e., built to Buyer specifications or otherwise customized, is cancelled for any reason, other than (a) default by Seller or (b) Force Majeure, then Seller reserves the right to charge Buyer up to 100% of the price of the cancelled non-standard Product.

6. TAXES, PERMITS, FEES, LAWS

Unless expressly stated in Seller's invoice, the purchase price for the Products furnished by Seller excludes all governmental or brokerage taxes, duties, fees, charges or assessments. Seller may elect to add any such taxes, duties, fees, charges, or assessments to the invoice amount payable to Seller by Buyer. Buyer must provide Seller with documentation acceptable to Seller of any exemptions claimed from taxes, duties, permits, fees, charges, or assessments in advance. Except to the extent expressly assumed by Seller, Buyer shall secure and pay for all permits and fees necessary for the delivery and installation of the Products and/or the equipment into which the Products are installed. It is Buyer's duty to ascertain that the Products proposed by Seller and their subsequent installation and use is in accordance with applicable local laws, statutes, ordinances and building codes ("laws"). Seller shall not be responsible for compliance of the Products or the equipment into which the Products are installed to such laws, but shall to the extent reasonably possible, promptly notify Buyer of any discrepancies that come to Seller's attention.

7. SHIP DATES; DELIVERY TERMS; TITLE; RISK OF LOSS

Seller shall use all commercially reasonable efforts to have the Product ready for shipment as soon as reasonably possible however Seller is not responsible for any actual, incidental or consequential damages arising by reason of any delay in delivery or shipment. The estimated dates for shipment of the Products are based on production loading and capacity and/or third-party manufacturer's estimates of material and component availability at the time of Quote and are not intended to be exact dates but rather reasonable estimates for the time anticipated by Seller to make the Product available for shipment. For certain Orders, it will be necessary for Buyer to provide and/or confirm to Seller certain information regarding the Product, e.g., color, 'handings' of fittings, submittal package approvals, line drawing feedback, building layout details, etc., ("Buyer-provided Info") before Seller can provide a reasonable estimate of completion of the manufacturing process. In such cases, Product availability may be estimated in a range of weeks from time Seller is in receipt of all final Buyer-provided Info. Delays in Seller's receipt of Buyer-provide Info or requests for changes thereto may result in additional time being required for the Product to be available.

Upon notification from Seller that Product is ready for shipment, Buyer must meet all obligations hereunder, including but not limited to payment, providing for delivery of the Product to the designated location, site preparation and all other obligations noted herein or in the acknowledgment. Products shall be delivered EXW (EX Works Manufacturer's Factory, Incoterms 2020 or current version). Prices do not include transportation charges, or transit insurance all of which are the responsibility of Buyer. Seller may at its sole discretion, upon request by Buyer, provide Buyer with the services of arrangement and prepayment of transportation of the Product on behalf of Buyer provided that Buyer agrees to pay Seller for such services including reimbursement of all charges associated with the transportation (and storage) of Product to Buyer's designated location within the continental USA as well as reasonable service charges immediately upon Buyer's receipt of Seller's invoice. In the event that Seller arranges and prepays for the transportation of Product on Buyer's behalf, the delivery term shall remain as EXW (EX Works Manufacturer's Factory, Incoterms 2020 or current version) and Buyer is solely responsible for the risk of loss or damage and to insure the Product during transit, at its sole cost. The term "Deliver", "Delivery" and/or "Delivered" shall refer to the transfer of Products to the Buyer as described in the Delivery terms Title and risk of loss to the Product for all purposes shall pass to Buyer upon Delivery as defined above, e.g. at Seller's facility under EXW.

8. DELAYS, FORCE MAJEURE; SUSPENSIONS

If Seller is delayed at any time by the acts or omissions of Buyer, its agents, subcontractors or material suppliers, Change Orders, or by any Force Majeure defined below then the period of performance shall automatically be extended to accommodate Seller's revised engineering and production schedules, material purchases and/or labor remobilization. "Force Majeure" means circumstances beyond the respective parties reasonable control, including without limitation, acts of God, acts of public enemies, wars, other hostilities, blockades, insurrections, riots, epidemics, pandemics (whether officially declared by public health officials or not), quarantine restrictions in Seller's, manufacturer's or Buyer's or end-user's locations, floods, unavailability of components or supplies from any sources limited by engineering specifications, lightning, fire, storms, earthquakes, washouts, arrests, restraints of rulers and people, civil disturbances, acts of any governmental or local authority, and any other acts and causes, not within the control of the party claiming excuse from performance, which by the exercise of due diligence and reasonable commercial effort, that party shall not have been able to foresee, avoid or overcome.

9. SOURCE OF PRODUCTS

Seller reserves the right to obtain and/or manufacture the Products from or at any one or more of its world-wide facilities or from any third-party manufacturer and the price of the Product shall not be affected by the source of the Product. Buyer shall notify Seller upon placement of order whether the source of the Product may conflict with Buyer's requirements for country-of-origin labeling, content restrictions, or duty or freight, and Buyer and Seller shall consult with each other on the possible impact of such requirements on the price or availability. Buyer's failure to notify Seller shall create an irrefutable presumption that the source of the goods as selected by Seller are acceptable to Buyer and that Buyer will bear the costs and consequences thereof.

10. INSTALLATION

Buyer is responsible for the installation of the Products including, without limitation, all civil engineering and foundations, unloading, unpacking and proper positioning of Products in Buyer's equipment and the costs of the foregoing. Seller's service department can make a service representative available for consultation on site to assist with the Buyer's responsibilities above if so desired. This service will be priced at Seller's usual and customary daily service rates as announced from time to time plus reasonable expenses and will be subject to separate terms and conditions.

11. LAWS/SAFETY STANDARDS

The Buyer and authorized end user are the parties responsible under the terms of all applicable Federal, state, local, regional and international laws applicable to the sale and use of Products including but not limited to UL, AMCA, AHRI, ASHRAE, CSA, ETL, NRCAN, NFPA-54, NFPA-31 and the Occupational Health and Safety Act of 1970 (collectively the "Standards"), or the industrial safety laws applicable to the facility where the Products are installed, to ensure the Products and the equipment into which the Products are installed meet such requirements, and Seller hereby disclaims any liability for any violations of the Standards or other applicable standard, regulation or law covering the safe operation

of the Products and the equipment into which the Products are installed that may be imposed with respect to the Products furnished under any sale. Buyer shall (i) pass all applicable safety information to its authorized end-user, (ii) train, require and cause its employees to comply with directions set forth in maintenance, safety and operation instructions, manuals, drawings, safety notices and warnings and other instructions that might be furnished by Seller or labelled on Product; (iii) use reasonable care and install as recommended by Seller all safety equipment and applicable safety guards, presence sensing devices, light curtains, pressure relief valves and safety systems in the set-up, adjustment, operation and maintenance and repair of the Products and the equipment into which the Products are installed; (iii) not remove, or permit anyone to remove any safety equipment, safety feature, warning placards, labels or warning signs of any types from the Products and the equipment into which the Products are installed nor permanently remove, wire around, by-pass or disable any presence sensing devices, light curtains, guards or safety features; and (iv) assure that the Products and the equipment into which the Products are installed are used in accordance with all applicable laws, regulations, permits and customary standards in force.

12. ACCEPTANCE

Buyer's receipt of the Products Delivered hereunder shall be an unqualified acceptance of and shall also constitute a waiver of any defect which reasonable inspection would have revealed unless Buyer gives Seller notice of rejection of the Products within thirty (30) days after such receipt. In the event that Buyer gives such notice of rejection, Buyer shall afford Seller (i) reasonable opportunities to inspect any alleged non-conforming Products and (ii) a reasonable opportunity to provide substitute conforming Products. Buyer shall not return any Products without Seller's prior written consent.

13. FORUM/GOVERNING LAW

Any hearing, trial, proceeding or other meeting with respect to all claims, disputes or controversies (whether in contract or tort, pursuant to statute or regulation, or otherwise, and whether pre-existing, present or future) arising out of or relating to the Terms & Conditions or any Order governed by them will be held in Hampden County Massachusetts United States of America, and the proceedings shall be conducted and all submissions of the Parties shall be in the English language. BOTH PARTIES WAIVE THE RIGHT TO A JURY TRIAL. This provision shall survive the termination of any Order governed by the terms and conditions of sale. The governing law shall be the laws of the Commonwealth of Massachusetts. With respect to international transactions, the United Nations Convention On The International Sale Of Goods is hereby excluded from application.

IN ADDITION TO THE FOREGOING, SELLER MANUFACTURES AND/OR SELLS ITS PRODUCTS IN ACCORDANCE WITH AND NOT INFRINGING ON THE CUSTOMS, SPECIFICATIONS, PATENTS AND STANDARDS OF TRADE IN FORCE AND IN USE AND KNOWN TO SELLER IN THE UNITED STATES OF AMERICA. IT IS THE RESPONSIBILITY OF THE BUYER TO ASSURE THAT THE PRODUCTS AND THE EQUIPMENT INTO WHICH THE PRODUCTS ARE INSTALLED ARE USED IN ACCORDANCE WITH AND NOT INFRINGING UPON THE CUSTOMS, SPECIFICATIONS, PATENTS AND STANDARDS OF TRADE IN FORCE AND IN USE IN THE COUNTRY OF INSTALLATION.

14. WARRANTY

Unless Seller offers additional or an alternate Product warranty in the Quote, website or other written correspondence applicable to the Order, Seller warrants to the original Buyer only that the Products manufactured by Seller shall be free from defects in material or workmanship for a period of ninety (90) days measured from the date of shipment. The foregoing warranty will become void, and Seller will have no obligation whatsoever under this warranty, with respect to any of the following: (i) Products that are not used or maintained in a normal and proper manner, in accordance with any manuals and instructions that might be provided by Seller; (ii) Products that are modified, altered or repaired without the prior written approval of Seller; (iii) Buyer fails to make any payments when due under Section 3 or otherwise in the Order or (iv) Products that are assigned, sold or transferred to an entity other than the Buyer unless Buyer is a financing entity, lessor, sales representative, dealer or authorized reseller and has notified Seller in advance at time of order that Buyer will not be the end-user of the Product in which case the Product warranty may, at Seller's option and discretion, be transferred to the end-user upon written request by Buyer. Seller will repair or replace at its option Products which upon Seller's inspection it finds to be defective, based on claims made in writing to Seller by Buyer within a reasonable time after discovery and within the warranty period. Products alleged to be defective must be returned to Seller for repair or replacement, freight prepaid, within thirty (30) days of Buyer's receipt of the Seller-issued return authorization number which must be clearly marked on the outside of the return container. Replacement components shall be shipped from Seller upon Buyer request and receipt of a valid purchase order number so the validity of the warranty can be determined. Unless otherwise specified, replacement Products shall be Delivered to Buyer "Ex Works Seller's factory" (Incoterms 2020 or current version). Any labor or equipment rental costs incurred at Buyer's site in the dismantling and reassembly of the equipment into which the Products are installed shall be at Buyer's sole expense. This warranty excludes Products furnished by the Seller but manufactured by another party. Such Products shall bear no warranties other than the warranties extended by and enforceable against the manufacturer thereof at the time of Delivery to Buyer (which warranties Seller will furnish on Buyer's written request), for the period stated in that warranty.

Notwithstanding the foregoing, to the extent that a Product or a component within a Product is deemed by Seller or, in the case of a component, the manufacturer of the component, to be obsolete, such Product or component shall bear no warranty.

THE WARRANTY STATED HEREIN IS PERSONAL TO BUYER AND SELLER MAKES NO OTHER WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE PRODUCTS FURNISHED HEREUNDER AND DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ABOVE WARRANTY SHALL CONSTITUTE BUYER'S EXCLUSIVE REMEDY WITH RESPECT TO THE PRODUCTS FURNISHED HEREUNDER.

If Buyer removes or permits anyone to remove or disable any safety equipment, presence sensing devices, light curtains, guards, safety feature, warning placards, labels or warning signs from the Products and the equipment into which the Products are installed or fails to observe any condition in this Section 14, or if any injury or damage is caused, in whole or in part, by the Buyer and/or end-user's failure to comply with applicable federal, state or local safety requirements or Seller's instructions as provided in Section 11 above, Seller shall have no obligation to Buyer, and Buyer shall indemnify and hold Seller harmless against any claims, loss or expense for injury or damage arising from the improper use of the Products or the equipment into which the Products are installed. Seller specifically disclaims any and all liability arising out of the operation of the Products and the equipment into which the Products are installed other than the warranty liabilities to the original Buyer.

15. LIMITATION OF LIABILITY

BUYER UNDERSTANDS AND ACKNOWLEDGES THAT SELLER SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES OF ANY KIND, OR LABOR, EXPENSES, LOST PROFITS LOST OPPORTUNITIES, OR SIMILAR DAMAGES OF ANY KIND; AND REGARDLESS OF THE LEGAL THEORY OR CAUSES OF ACTION BY WHICH CLAIMS FOR ANY SUCH DAMAGES AS SET FORTH IN THE ENTIRETY OF THE ABOVE SECTION ARE ADVANCED, WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES.

16. INDEMNITY

Buyer agrees to indemnify and hold harmless Seller and its vendors from any and all claims or liabilities asserted against Seller or its vendors in connection with the manufacture, sale, delivery, re-sale, or repair or use of any Product furnished under Seller's Terms arising in whole or in Product out of or by reason of the failure of Buyer, its agents, servants, employees or customers to follow directions, instructions, warnings or recommendations furnished by Seller or its vendors in connection with such Product, or by reason of the failure of Buyer, its agents, servants, employees or customers to comply with all federal, state or local laws and regulations applicable to such Product, including the Occupational Safety and Health Act of 1970, or by reason of the negligence of Buyer, its agents, servants, employees or customers.

17. PURCHASE MONEY SECURITY INTEREST

Notwithstanding any passage of title, Seller reserves a Purchase Money Security Interest under the Uniform Commercial Code in the Product and in the proceeds derived from such Product. Buyer shall execute such documents as Seller may require, including, but not limited to, a Security Agreement, one or more Financing Statements, and provide to the Seller signed waivers and consents from landowner(s) and mortgagee(s). The Buyer agrees and hereby does appoint the Seller as attorney in fact to do, at the option of Seller, all acts and things the Seller may deem desirable to perfect and continue to perfect the Purchase Money Security Interest, including Seller's authority to file financing statements naming Buyer as debtor and Seller as secured party without Buyer's signature in those states where such filings are permitted. At the Seller's option, there shall be no Delivery of any of the Product purchased hereunder until all documents necessary to perfect the Security Interest have been executed to the Seller's satisfaction. All costs and expenses of Seller, including attorneys' fees for the preparation and recordation of documents deemed necessary and appropriate to establish and perfect the Security Interest, shall be the responsibility of the Buyer and shall be immediately payable by the Buyer upon receipt of Seller's invoice for same. These interests shall be satisfied by payment in full of the price.

18. EXPORT CONTROL, SUSPENSION/DEBARMENT AND TRADE RESTRICTIONS

All transactions under the Agreement shall at all times be subject to and conditioned upon compliance with all applicable export control laws and regulations and any amendments thereto. The parties hereby agree that they shall not, except as said applicable laws and regulations may expressly permit, make any disposition by way of transshipment, re export, diversion or otherwise, of any goods, technical data, or software, or the direct product thereof, furnished by either party in connection with the Agreement. The obligations of the parties to comply with all applicable export control laws and regulations shall survive any termination or discharge of any other contract obligations. Buyer shall provide immediate notice to Seller in the event of Buyer, or in the case of re-sale of Product by Buyer any of Buyer's customers, being suspended, debarred, or declared ineligible by any government entity or upon receipt of a notice of proposed debarment from any such entity during the performance of the Agreement. In the event that Buyer is suspended, debarred, or

declared ineligible by any government entity, Seller may terminate the Agreement immediately without liability to Buyer. Buyer also agrees that it will not resell or otherwise supply or export any Product sold to Buyer under the Agreement to Buyer's customers that are (is): (i) a government of a country defined by the U.S. State Department as a "State Sponsor of Terrorism" or "SST"; or (ii) a company incorporated, formed or otherwise organized in a SST country or owned, in whole or in part, by the government of a SST country or a national of a SST country, regardless of where that company is located or doing business. Buyer understands and acknowledges that Buyer has an obligation to cooperate with Seller and to disclose the intended end-use, final destination of the Product and, if Buyer intends to resell or otherwise provide and export the Product purchased under the Agreement, the identities of Buyer's customers, in order for Seller to determine the export eligibility of the sale of Product to Buyer. In addition, Seller may, from time to time and for business reasons, withdraw from and/or restrict its business dealings in certain foreign jurisdictions, regions, territories and/or countries and thus Seller may terminate the Agreement immediately without liability to Buyer upon written notification to Buyer.

19. MISCELLANEOUS

The Terms & Conditions supersede and replace any and all prior or contemporaneous agreements, understandings, arrangements or representations, whether oral or written heretofore made between the parties and relating to the subject matter hereof and constitutes the entire understanding of the parties with respect to the sale of Products by Seller to Buyer. If either party, at its option, agrees to a waiver of any of the terms and conditions recited herein, such waiver shall not for any purpose be construed as a waiver of any succeeding breach of the same or any other terms and conditions; nor shall such a waiver be deemed as a course of conduct. If any provision or clause, or portion thereof, of the Terms & Conditions, or application thereof to any person or circumstances is held invalid or unconscionable, such invalidity or unconscionability shall not affect other provisions, or portions thereof, or applications of the Terms & Conditions which can be given effect without the invalid or unconscionable provision, or portion thereof, or application, and to this end the provisions of the Terms & Conditions are declared to be severable. Captions and heading in the Terms & Conditions are strictly for the purpose of convenience and general reference only and shall not affect the meaning or interpretation of any of the provisions herein. Except as required to obtain necessary licenses or governmental approvals, each party shall obtain the written approval (which approval shall not be unreasonably withheld) of the other in advance of the disclosure of any news releases, articles, brochures, advertisements, prepared speeches, and other information releases, relating to the subject matter hereof or the work performed or to be performed hereunder.