



PAYMENT TERMS

50% with order placement, and the balance plus freight charges when notified equipment is ready for shipment.

Please note that our production lead time estimates are based on the actual date on which we receive your accepted letter of credit, or purchase order and down payment deposit.

It is the responsibility of the purchaser to consult with a qualified electrician to confirm that their facility has the necessary electrical service to operate the equipment.

Steel Pricing Modifier:

If, at the time of final invoice, the price of the **U.S. Midwest Domestic Hot-Rolled Coil Steel (CRU) Index** (contained at <https://www.cmegroup.com/markets/metals/ferrous/hrc-steel.html>) (the "Current Price"), exceed this the price as of the date of this Quote (the "Baseline Price") by more than 5% (threshold), the final invoice will be adjusted proportionally.

TERMS AND CONDITIONS OF SALE SCHUTTE-BUFFALO HAMMERMILL, LLC D/B/A CSE BLISS

1. Applicability.

(a) These terms and conditions of sale (these "**Terms**") are the only terms that govern the sale of the goods ("**Goods**") and services ("**Services**") by Schutte-Buffalo Hammermill, LLC d/b/a CSE BLISS ("**Seller**") to the buyer named on the Quote (defined below) ("**Buyer**"). Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods and Services covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.

(b) The Seller issued quote, as the same may be amended from time to time (the "**Quote**"), and these Terms (collectively, this "**Agreement**") comprise the entire agreement between the parties and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer's general terms and conditions of purchase regardless of whether or when Buyer has submitted a purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms.

(c) Seller's acceptance of the Agreement is expressly conditioned upon Buyer's acceptance of these Terms. Any Seller failure to object to any provisions contained in any Quote or other communication from Buyer to Seller shall not be construed as an acceptance of such provisions nor as a waiver of these Terms. Any reference by Seller in any communication with Buyer to any Quote from Buyer shall be for reference purposes only and will not serve to amend the Agreement in any way. No action, inaction or course of dealing by or on behalf of Seller shall be deemed an acceptance of, or agreement with, any term in any other document relating to the subject matter herein to the extent same is inconsistent with

the terms of the Agreement, and Buyer hereby waives all right to so claim. Buyer may accept the offer contained in the Agreement by executing and delivering to Seller a copy of the Quote or by accepting delivery of the Goods. Notwithstanding anything to the contrary contained in this Agreement, Seller may, from time to time change the Services without the consent of Buyer provided that such changes do not materially affect the nature or scope of the Services, or the fees or any performance dates set forth in the Quote.

2. Delivery of Goods and Performance of Services.

(a) Seller shall deliver the Goods in the quantities specified in the Quote or as otherwise agreed in writing by the parties. In the event the Goods are capital equipment, Seller shall, following receipt of down payment, provide Buyer with an engineering drawing exhibiting the dimensions of the Goods (the “**Engineering Drawing**”). Buyer shall use its best efforts to review and sign-off on the Engineering Drawing, and acknowledges that failure or delay to do so may result in a longer lead time for the Goods.

(b) Seller shall deliver all Goods to the “Ship To” address specified in the Quote (the “**Delivery Point**”) during Buyer’s normal business hours or as otherwise instructed by Buyer.

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

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

(e) Seller shall use reasonable efforts to meet any performance dates to render the Services specified in the Quote, and any such dates shall be estimates only.

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

3. Shipping Terms; Title and Risk of Loss. Delivery shall be made in accordance with the Shipping Terms set forth on the Quote. Title and risk of loss to the Goods passes from Seller to Buyer at the time the Goods have been delivered to Buyer at the Delivery Point pursuant to this Agreement. All demurrage charges shall be the sole responsibility of the Buyer and shall be invoiced by Seller to the Buyer if such demurrage charges are incurred by Seller. If Seller is not responsible for freight costs pursuant to this Agreement, Buyer may request Seller to prepay freight; provided, however, that any such prepayment by Seller shall not in any way affect title or risk of loss to the Goods as set forth in this Section 3. As collateral security for the payment of the purchase price of the Goods, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title, and interest of Buyer in, to, and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the New York State Uniform Commercial Code.

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

5. Inspection and Rejection of Nonconforming Goods.

(a) Buyer shall inspect the Goods within three (3) days of delivery to the Delivery Point ("**Inspection Period**"). Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as required by Seller. "**Nonconforming Goods**" means only the following: (i) product shipped is different than identified in the Quote or Engineering Drawing; or (ii) product's label or packaging incorrectly identifies its contents.

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

(c) Buyer acknowledges and agrees that the remedies set forth in Section 5(b) are Buyer's exclusive remedies for the delivery of Nonconforming Goods. Except as provided under Section 5(b), all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under this Agreement to Seller.

6. Price. The price of the Goods and Services is the price stated in the Quote (the "**Price**"). If no price is included in the Quote, the Price shall be the price set out in Seller's price list in force as of the date of the Quote.

7. Payment Terms. Seller shall issue an invoice to Buyer on or any time after the completion of delivery and only in accordance with these Terms. Buyer shall pay all properly invoiced amounts due to Seller in accordance with the terms of such invoice. Notwithstanding anything to the contrary contained herein, if Buyer fails to comply with any payment terms, then the Warranty shall be null and void and of no effect, and the Goods and Services shall be deemed to have been purchased “AS IS, WITH ALL FAULTS”. Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller’s breach or otherwise.

8. Cancellation. The Agreement is not subject to change or cancellation by Buyer. If Seller approves a cancellation or a change, Buyer shall pay all of Seller’s costs, losses and anticipated profits relating to such cancellation or change. If Buyer fails to comply at any time with any payment terms in the Agreement and such failure to pay continues for Thirty (30) days, then Seller shall have the right to cancel the Agreement upon prior notice to Buyer and upon such cancellation shall have no further duties or obligations to Buyer hereunder.

9. Change Orders. Buyer may at any time, by written instructions and/or drawings issued to Seller (each a “**Change Order**”), order changes to the Services. Seller shall within three (3) business days of receipt of a Change Order submit to Buyer a firm cost proposal for the Change Order. If Buyer accepts such cost proposal, Seller shall proceed with the changed services subject to the cost proposal and the terms and conditions of this Agreement. Buyer acknowledges that a Change Order may or may not entitle Seller to an adjustment in the Seller’s compensation under this Agreement.

10. Fire and Explosion Protection; No Removal of Safety Devices. Some Goods may be capable of handling materials that are flammable and/or explosive. Appropriate fire and explosion detection and suppression systems will vary depending on materials processed and handled with the Goods by Buyer. Buyer is solely responsible selecting and installing all fire and explosion detection and suppression systems utilized in connection with the Goods, and Buyer represents and warrants to Seller that all such systems that are reasonably necessary to operate the Goods have been properly installed by Buyer. Buyer covenants that under no circumstances will Buyer remove any safety equipment, devices or guards or any warning/safety label or notice from the Goods while the Goods are in operation.

11. Installation.

(a) Buyer acknowledges that the operation and safe use of the Goods may require a properly engineered and constructed foundation or support system. It is the sole responsibility of Buyer, at Buyer’s expense, to design, engineer, procure, and install an adequate foundation or support system that meets all applicable structural, loading, and operational requirements for the Goods. Buyer shall engage a licensed professional engineer, if necessary, to ensure the design and installation of any required foundation or support meets local building codes, industry standards, and any specifications provided by Seller.

(b) Seller has no obligation to review, approve, or confirm the adequacy of Buyer’s foundation or support system, nor is Seller responsible for providing engineering



services in connection with foundation design or construction. Any information or advice from Seller regarding foundations or supports is provided solely as a courtesy and does not constitute professional engineering or design services.

(c) Buyer shall ensure that the foundation or support system, and all related work, is designed, installed, and maintained in accordance with all applicable laws, building codes, regulations, permits, and industry standards. Buyer bears full responsibility for obtaining and maintaining all necessary permits or regulatory approvals related to the foundation.

(d) Unless otherwise specified in the Quote, Buyer shall be responsible for the installation of the Goods.

12. Limited Warranty.

(a) Seller warrants to Buyer that for a period of twelve (12) months from the date of shipment of the Goods (“**Warranty Period**”), that such Goods will: (i) be free from any defects in workmanship, material and design; (ii) conform to applicable specifications, Engineering Drawings, and (iii) be free and clear of all liens, security interests or other encumbrances; and not infringe or misappropriate any third party’s patent or other intellectual property rights.

(b) **EXCEPT FOR THE PRODUCT WARRANTIES SET FORTH IN SECTION 12(a), SELLER MAKES NO WARRANTIES WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; OR (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.**

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

(d) **EXCEPT FOR THE SERVICES WARRANTIES SET FORTH IN SECTION 12(c), SELLER MAKES NO WARRANTIES WHATSOEVER WITH RESPECT TO THE SERVICES. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.**

(e) Products manufactured by a third party (“**Third Party Product**”) may constitute, contain, be contained in, incorporated into, attached to, or packaged together with, the Goods. Third Party Products are not covered by the warranty in Section 12(a). For the avoidance of doubt, **SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY.**

(f) The Seller shall not be liable for a breach of the warranties set forth in Section 12(a) or Section 12(c) unless: (i) Buyer gives written notice of the defective or non-conforming Goods or Services, as the case may be, reasonably described, to Seller within five (5) days of the time when Buyer discovers or ought to have discovered the defect; (ii) if applicable, Seller

is given a reasonable opportunity after receiving the notice of breach of the warranty set forth in Section 12(a) to examine such Goods and Buyer (if requested to do so by Seller) returns such Goods to Seller's place of business at Seller's cost for the examination to take place there; and (iii) Seller reasonably verifies Buyer's claim that the Goods or Services are defective or non-conforming.

(g) The Seller shall not be liable for a breach of the warranty set forth in Section 12(a) if: (i) Buyer makes any further use of such Goods after giving such notice; (ii) the defect arises because Buyer failed to follow Seller's oral or written instructions as to the storage, installation, commissioning, use, or maintenance of the Goods; or (iii) Buyer alters (including without limitation any safety devices, guards, stickering or warning) or repairs such Goods without the prior written consent of Seller.

(h) Subject to Section 12(f) and Section 12(g) above, with respect to any such Goods during the Warranty Period, Seller shall, in its sole discretion, either: (i) repair or replace such Goods (or the defective part) or (ii) credit or refund the price of such Goods at the pro rata contract rate provided that, if Seller so requests, Buyer shall, at Seller's expense, return such Goods to Seller.

(i) Subject to Section 12(f) above, with respect to any Services subject to a claim under the warranty set forth in Section 12(c), Seller shall, in its sole discretion, (i) repair or re-perform the applicable Services or (ii) credit or refund the price of such Services at the pro rata contract rate.

(j) THE REMEDIES SET FORTH IN [SECTION 12\(h\)](#) AND [SECTION 12\(i\)](#) ARE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTIES SET FORTH IN [SECTION 12\(a\)](#) AND [SECTION 12\(c\)](#), RESPECTIVELY.

13. Limitation of Liability.

(a) IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(b) IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS AND SERVICES SOLD HEREUNDER.

(c) The limitation of liability set forth in Section 14(b) shall not apply to (i) liability resulting from Seller's gross negligence or willful misconduct and (ii) death or bodily injury resulting from Seller's acts or omissions.

14. Buyer Indemnification. For purposes of the Agreement, “**Damages**” means the aggregate of any and all claims, losses, costs, judgments, deficiencies, penalties, obligations, liabilities, damages, fines and expenses of any kind (including, without limitation, any special, incidental, consequential, punitive or any other indirect damages, and all reasonable attorneys’ fees and disbursements.) Buyer agrees to indemnify, defend and hold harmless Seller and its affiliates, and their respective directors, officers, employees, shareholders and agents (collectively, the “**Seller Indemnitees**”) with respect to the aggregate of all Damages incurred or suffered by any Seller Indemnitees arising out of or relating to: (a) any breach of, or default in the observance or performance of any agreement made by Buyer in the Agreement or the failure of Buyer to fulfill any other obligation that it is required to perform or observe in the Agreement; (b) any breach of or false or fraudulent, representation or warranty made by Buyer in the Agreement; (c) any improper handling, installation, maintenance or care, improper use, use for any purpose or application for which it was not designed or intended, abuse or neglect, of the Goods, by Buyer or any other person or entity (other than Seller or Seller authorized personnel); (d) any removal of any necessary safety equipment, device or guard or any warning/safety label or notice from the Goods, by Buyer or any other person or entity (other than Seller or Seller authorized personnel); (e) any alteration, modification, connection or repair of the Goods, by Buyer or any other person or entity (other than Seller or Seller authorized personnel); (f) any addition of any part, component or accessory (or any use thereof) that is: (i) added by Buyer or any other person or entity (other than Seller or Seller authorized personnel); or (ii) not supplied or approved in writing by Seller; (g) any use or operation of the Goods by Buyer or any other person or entity (other than Seller or Seller authorized personnel) not in accordance with any Goods storage, operation, maintenance or repair instructions furnished by Seller or any generally accepted industry practice; (h) Buyer’s failure to adequately train its staff to safely operate and maintain the Goods; (i) Buyer’s failure to comply with applicable laws or any permit or certificate; and/or (j) any environmental damage or contamination resulting from the use of the Goods.

15. Compliance with Law. Seller shall comply with all applicable laws, regulations and ordinances. Seller shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement. Seller shall comply with all export and import laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by Seller. Seller assumes all responsibility for shipments of Goods requiring any government import clearance. Buyer may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on Goods.

16. Waiver. No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement operates or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

17. Confidential Information. All non-public, confidential or proprietary information of Seller, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as “confidential” in connection with this Agreement is confidential, solely for the use of performing this Agreement and

may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Buyer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

18. Ownership of Improvements. Seller shall retain exclusive ownership of all right, title and interest in and to, all Seller intellectual property, including, without limitation, all derivatives, improvements, and modifications. Seller's sale of the Goods hereunder does not grant or convey to, or confer upon, Buyer or any other person or entity any license of any kind, express or implied, under any Seller intellectual property rights.

19. Force Majeure. Neither party shall be liable to the other for any delay or failure in performing its obligations under this Agreement to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that party, without such party's fault or negligence, and which by its nature could not have been foreseen by such party or, if it could have been foreseen, was unavoidable ("**Force Majeure Event**"). Force Majeure Events include, but are not limited to, acts of God or the public enemy, government restrictions, floods, fire, earthquakes, explosion, epidemic, war, invasion, hostilities, terrorist acts, riots, strike, embargoes or industrial disturbances. Seller's economic hardship or changes in market conditions are not considered Force Majeure Events. Seller shall use all diligent efforts to end the failure or delay of its performance, ensure that the effects of any Force Majeure Event are minimized and resume performance under this Agreement. If a Force Majeure Event prevents Seller from carrying out its obligations under this Agreement for a continuous period of more than five (5) business days, Buyer may terminate this Agreement immediately by giving written notice to Seller.

20. Taxes. The purchase price set forth in the Quote shall be paid without deduction or withholding for any taxes levied with respect to such purchase price. All taxes, when applicable, will be the sole obligation of Buyer and will be paid by Buyer directly to the applicable taxing authority unless prohibited by applicable law, in which case Buyer shall timely pay such Taxes to Seller for remission to the appropriate taxing authority.

21. Credit Sales. Seller reserves the right to withdraw credit and require full payment before production, shipment, or delivery if Seller, in its sole discretion, determines that Buyer's financial condition does not merit Seller's extension of credit. A finance charge of 1.5% per month will be assessed on all past due balances. If such finance charge exceeds the maximum rate allowed by applicable law, then such finance charge shall be deemed to be reduced to equal the maximum rate allowed by applicable law.

22. Collection Costs. Buyer shall be liable for all of Seller's collection costs (including attorneys' fees and costs) associated with enforcing the terms of this Agreement.

23. Limitation on Action. No action at law or in equity shall be brought by Buyer against Seller unless it is commenced within one (1) year from the date of delivery of the Goods by Seller to Buyer or from the date any alleged claim accrued, whichever is earlier.

24. Regulatory Compliance. Buyer shall be solely responsible for securing all permits or certificates required for and compliance with all applicable laws related to the ownership,



construction, use, operation, or maintenance of the Goods, as well as any and all costs associated therewith.

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

26. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

27. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.

28. Governing Law. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of New York.

29. Submission to Jurisdiction. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of New York in each case located in the County of Erie, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

30. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a “**Notice**”) shall be in writing and addressed to the parties at the addresses set forth on the face of the Quote or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), email [or facsimile] (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

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

32. Inconsistencies. . If any provision of these Terms is inconsistent with any provision of the Quote, then the provision of the Quote shall control.

33. Survival. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not



limited to, the following provisions: Compliance with Laws, Confidential Information, Governing Law, Submission to Jurisdiction, and Survival.

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