

Terms and Conditions of Sale:

1) DEFINITIONS:

- a) "**Buyer**" shall mean the purchaser of Products from American Melt Blown & Filtration, Inc., as set forth in the Sales Confirmation.
- b) "**Seller**" shall mean American Melt Blown & Filtration, Inc.
- c) "**Product**" shall mean the goods and/or services purchased by the Buyer from the Seller, as set forth in the Sales Confirmation, and includes any Engineering Services.
- d) "**Engineering Services**" means any engineering recommendations or other engineering consulting services provided by Seller.

2) APPLICABILITY AND ACCEPTANCE

These Terms and Conditions of Sale (these "**Terms**"), together with the accompanying quotation, sales order and/or invoice, as applicable (collectively, the "**Sales Confirmation**" and, together with these Terms, the "**Agreement**") from the Seller contains the entire terms and conditions associated with the sale of Product by the Seller to the Buyer. Any different or additional terms, conditions, representations or warranties contained in any other document (or otherwise mentioned or referenced verbally), including but not limited to, quotes, purchase orders or other Buyer documents, shall not be effective or binding upon the Seller unless agreed to in writing and signed by an authorized representative of the Seller. If the Buyer issues a purchase order or other correspondence addressing this transaction, such purchase order or correspondence shall be for the Buyer's internal purposes only and the terms and conditions contained therein shall have no force or effect. Fulfilment 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.

3) QUOTATIONS

- a) Until an order is accepted by the Seller in writing, quoted prices are subject to change without notice. Prices for Products quoted are based on a reasonable estimation of the Seller's labour and material costs as of the date of the quotation unless otherwise specified. All prices are exclusive of all goods and services tax, sales tax, value added tax, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs and taxes; provided that Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personnel or real or personal property or other assets.
- b) If, after the placement of an order, the Buyer instructs the Seller, in writing, to reduce the quantity of any Product, the Buyer shall pay to the Seller any increased cost caused by the manufacturing of any lower quantity, as determined by Seller. The cost shall be implemented into all parts shipped and any balance of any revised order.

4) ORDERS & DELIVERY

- a) Product will be delivered within a reasonable time after the Seller's acceptance of Buyer's order, subject to availability of finished Products. Seller shall not be bound to

deliver any Products (including those that may be set out in a Buyer purchase order) until it has issued a Sales Confirmation with respect to such Products.

- b) The Seller shall use reasonable efforts to meet any delivery dates agreed upon in the Sales Confirmation, provided that any such dates shall be estimates only and are in all cases dependent upon Buyer providing Seller with all information required by Seller to provide the Products. Unless otherwise agreed in writing by the parties, the Seller shall deliver the Product to the location agreed upon in the Sales Confirmation (the "**Delivery Point**") using the Seller's standard methods for packaging and shipping such Product. Shipping methods and routes will be at the Seller's discretion and the Seller will not be liable for any delays, loss or damage in transit. The Buyer shall be responsible for all loading costs and provide equipment and labour reasonably suited for receipt of the Product at the Delivery Point. Any increases in freight rates will be at the Buyer's expense.
- c) The quantity of any installment of Products as recorded by Seller on dispatch from Seller's place of business is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence proving the contrary.
- d) The Seller's liability for failing to deliver any Product will be limited to delivering the Product within a reasonable time or adjusting the invoice to reflect the actual quantity of Product delivered. Seller shall not be liable for any non-delivery of Products (even if caused by Seller's negligence) unless Buyer gives written notice to Seller of the non-delivery within fifteen (15) days of the date when the Products would in the ordinary course of events have been received.
- e) Except as provided under Sections 4(d), 4(h) and 19(a), all sales of Products to Buyer are made on a one-way basis and Buyer has no right to return Products purchased under this Agreement to Seller.
- f) Subject to Section 5, risk of loss passes to the Buyer upon delivery of the Product at the Delivery Point. The Seller will retain title to the Product until it has received full payment for the Product.
- g) As a general and continuing security for the payment of any and all amounts owing by Buyer to Seller, wheresoever and howsoever incurred, whether direct or indirect, absolute or contingent and whether joint, several, joint and several, matured or not, extended or renewed, Buyer hereby grants to Seller a purchase money security interest in the Products. The security interest created by this Agreement shall attach to the Products, together with any and all parts, accessories, repairs, additions, replacements, accessions and equipment now or hereafter placed upon, in or attached thereto and any substitutions thereto or therefor and proceeds thereof or derived therefrom, immediately upon receipt or pickup of the Products by Buyer's or Buyer's carrier. The security hereby constituted is in addition to and not in substitution for any other securities or agreements now or hereafter held by Seller, and this security shall not merge in any other securities or agreements now or hereafter held by Seller. Seller may file a financing statement for such security interest and Buyer shall execute such statements or other documentation necessary to perfect Seller's security interest in such Products. Buyer also authorizes Seller to execute, on Buyer's behalf, such statements or other documentation necessary to perfect Seller's security interest in such Products. Seller shall be entitled to all applicable rights and remedies of a secured party under applicable law.

- h) If Seller delivers to Buyer a quantity of Products of up to 5% more or less than the quantity set forth in the Sales Confirmation, Buyer shall not be entitled to object to or reject the Products or any portion of them by reason of the surplus or shortfall. In the case of a shortfall, Buyer shall pay for such Products the price set forth in the Sales Confirmation adjusted pro rata. If excess Products are delivered, Buyer is not required to pay for the excess Products but shall promptly return them to Seller if requested, subject to Seller paying the reasonable shipping fees for such returns; provided that if the excess Products are of a type that is regularly ordered by Buyer, Buyer agrees to retain and pay for the excess Products at the applicable price.
- i) Each shipment of Products will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's purchase order.
- j) Subject to Section 5, if for any reason Buyer fails to accept delivery of any of the Products on the date fixed pursuant to Seller's notice that the Products have been delivered at the Delivery Point, or if Seller is unable to deliver the Products at the Delivery Point on such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Products shall pass to Buyer; (ii) the Products shall be deemed to have been delivered; and (iii) Seller, at its option, may store the Products until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).
- k) All intellectual property rights in the Products, including all intellectual property rights in any blueprints, illustrations, drawings or other documentation provided by Seller to Buyer, will at all times remain with Seller. Buyer shall not attempt to reverse engineer any Seller products or Seller intellectual property by any means whatsoever, directly or indirectly, or disclose any of the foregoing.

5) SHIPPING TERMS

Seller shall make delivery in accordance with the terms on the face of the Sales Confirmation. If no location and shipping terms are indicated on the Sales Confirmation, then the Products shall be Ex Works at their point of manufacture.

6) PAYMENT TERMS

Orders will be paid by cash or credit card. If the Seller agrees to sell Product on open credit, the Buyer shall pay all invoiced amounts due to the Seller within thirty (30) days from the date of Seller's invoice. All payments shall be made by wire transfer, cheque or direct deposit in U.S. dollars unless otherwise specified in the Sales Confirmation. Buyer shall reimburse Seller for all reasonable collection costs incurred by Seller in enforcing Buyer's payment obligations, including reasonable attorneys' fees and court costs. In addition to all other remedies available to the Seller under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), the Seller shall be entitled to suspend the delivery of any Product if the Buyer fails to pay any amounts due under the same or any other order within thirty (30) days from the date of Seller's invoice. The Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with the Seller.

7) CHANGES & CANCELLATIONS

The Seller shall not be responsible for any changes in specifications of the Product requested or proposed by the Buyer unless such changes are confirmed in writing by the Buyer and accepted in writing by the Seller. The Seller shall inform the Buyer of any changes in pricing that will result from such changes. Any price variation resulting from such changes shall become effective immediately upon the acceptance of the changes, and the Buyer agrees to be responsible for any such variation. After acceptance by the Seller, an order can only be changed or cancelled effective as of the date of the Seller's written consent and upon terms that require the Buyer to pay or reimburse and hold the Seller harmless against any losses and additional costs incurred by the Seller as a result of the change order or cancellation. Upon effective cancellation or change, the Seller shall have the option, at the cost of the Buyer, to continue the processing of materials or articles affected to the point at which the processing can be halted with the least inconvenience to the Seller. If any prior inventory in the Seller's possession shall become obsolete due to changes or cancellations by the Buyer, the Buyer agrees to be immediately invoiced for and to pay the originally-agreed price of the obsolete inventory.

8) 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.

9) MODIFICATION OF PRODUCTS AND RECALL COOPERATION

- a) Buyer will not modify the Products or modify or remove any existing warnings (including any contained in associated Product documentation) about risks due to improper handling of the Products.
- b) If Seller or any governmental authority determines that any Products sold to Buyer are defective ("**Defective Products**") and a recall campaign is necessary, Seller may implement such recall campaign. In the event of a recall campaign, Buyer will, at Seller's option, either return such Defective Products to Seller or destroy such Defective Products and shall further provide Seller with any reasonable assistance as may be requested by Seller in respect of such recall campaign.

10) ENGINEERING (NRE) CHARGE

Additional Engineering (NRE) charges may be quoted to cover the cost of process design required for the Seller to perform the Buyer's manufacturing requirements, which may include fabricating special tooling fixtures, machine programming and SPC systems, as examples. It is agreed that these engineering charges shall be specified in the original order. If these costs are not included in the original order or if revisions are made, an additional engineering charge may be applied as necessary in the Seller's sole discretion.

11) BUYER-SUPPLIED MATERIALS

The Seller shall be at liberty to elect to use materials supplied by the Buyer or materials purchased by the Seller on behalf of the Buyer. If the Seller agrees to use materials supplied by the Buyer, then the Buyer shall be solely responsible for supplying and delivering such

material in a timely manner at no cost or expense to Seller, in sufficient quantity and quality, including any loss, waste, or scrap that may occur for any reason, as the Seller deems necessary to complete the order. The Buyer hereby acknowledges that the Seller shall not be liable for, and the Buyer shall pay any previously negotiated delivery premiums, despite any failure or delay in delivering any Product to be provided hereunder if such failure or delay is caused by the Buyer's failure to supply and deliver such materials in a timely manner or in sufficient quantity and quality as the Seller deems necessary. Additional charges to the Buyer may be applied in the event that any material supplied by Buyer does not meet the required specifications for the Product ordered and causes additional manufacturing costs to the Seller. Should the Seller elect to purchase its own materials, the Buyer agrees that it shall be solely responsible for reimbursing the Seller for the cost of said material.

12) BUYER MARKS, SPECIAL ORDERS AND INTELLECTUAL PROPERTY

- a) Buyer grants to Seller a non-exclusive, limited license to reproduce and use those trademarks, service marks, logos, commercial symbols and other indicia of trade origin of Buyer and its affiliates as may be (i) necessary to produce the Products or fulfill its obligations under this Agreement and (ii) be designated from time to time by Buyer to Seller (collectively, the "**Buyer Marks**"). Seller is also permitted to use the Buyer Marks on customer lists that may be posted on Seller's website or provided to potential customers and other third parties. Buyer will indemnify, hold harmless and defend Seller from and against any and all claims, suit, damage, cost, expense, demands, fine, liability or cause of action whatsoever, including all solicitor and their own client fees (collectively, "**Damages**"), on account of, relating to, or arising out of any claimed infringement of the rights of any third party due to the use of the Buyer Marks by Seller in accordance with the terms of this Agreement.
- b) If any material shall be specially manufactured or sold by the Seller to meet the Buyer's specifications, the Buyer will indemnify, hold harmless and defend Seller from and against any and all Damages, on account of, relating to, or arising out of any claimed infringement of the rights of any third party due to the use of the Product by the Buyer, or the further use, distribution or sale of the Product by the Buyer.

13) PRE-PRODUCTION APPROVALS

If Buyer pre-production approvals are required by the terms of the Sale Confirmation, deliveries will be based on the date of receipt of said approval from the Buyer. If approvals are not received in a timely fashion, additional set-up charges may apply and/or delivery dates may be delayed. The Buyer agrees that it will be solely responsible for these charges and delays and that the Seller will not be liable to Buyer for the same.

14) DOCUMENT AND RECORD RETENTION

The Seller shall retain all customer-supplied information, documents, and resultant Seller quality management system records for a period of two years from date of order. If customer requirements differ, the Buyer must notify the Seller of these requirements and obtain the Seller's written consent for any deviation.

15) COMPLIANCE WITH LAW AND REGULATORY REQUIREMENTS

- a) Buyer shall comply with all applicable laws, regulations and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement. Buyer shall comply with

all export and import laws of all countries involved in the sale of the Products under this Agreement or any resale of the Products by Buyer (including any restrictions in respect of export to sanctioned countries). Buyer assumes all responsibility for shipments of Products requiring any government import clearance. Seller may terminate this Agreement if any governmental authority imposes countervailing duties or any other penalties on Products.

- b) Should the Buyer have regulatory requirements for a given Product that deviates from the regulatory requirements that apply to Seller's standard Products ("**Special Regulatory Requirements**"), including any Buyer-requested Product specification that may trigger Special Regulatory Requirements, the Buyer agrees and confirms that it shall be responsible for ensuring that all Special Regulatory Requirements have been provided to the Seller in writing when submitting a purchase order. It is expressly agreed and acknowledged that the Seller shall not be held liable for any Product failing to meet the Special Regulatory Requirements of the Buyer should those requirements not be listed on the purchase order and acknowledged in writing by the Seller. In the event that the Buyer should fail to communicate the Special Regulatory Requirements to the Seller, the Buyer shall be responsible and shall indemnify, defend and hold harmless the Seller for all costs, losses and damages incurred by either the Buyer or the Seller in order to bring the Product in line with said regulatory requirements, including any resulting fines or fees, and for all work done to date.

16) FORCE MAJEURE

The Seller will be excused from the obligations of this Agreement and will not be liable for the Buyer for any failure or delay in performing its obligations hereunder to the extent that such performance is delayed or prevented by any circumstances reasonably beyond its control, including, without limitation, acts of God, fire, flood, explosion, mechanical breakdown, strikes or other labour troubles, plant shutdown, unavailability of or interference with the usual means of transporting the product, unavailability of materials, epidemics, pandemics, war, civil unrest or compliance with any law, regulation or request of any governmental authority (hereafter described as "**Force Majeure**"). The Seller shall give prompt written notice to the Buyer of the occurrence of a Force Majeure event. Either party shall have the right to terminate any unperformed portion of this Agreement as a result of a Force Majeure situation. However, the duty of the Buyer to pay for the Product received or for reasonable expenses incurred by the Seller in relation to the Product up until the occurrence of the Force Majeure event, as documented by the Seller, is never suspended, including by reason of termination of the Agreement hereunder.

17) WARRANTIES

- a) The Seller warrants that for a period of 12 months from the date of delivery of the Product (the "**Warranty Period**"), the quality of the Product shall materially conform to specifications (specifically as to material and micron) as agreed upon in writing by the parties. THIS IS THE ONLY CONDITION, REPRESENTATION OR WARRANTY THE SELLER MAKES WITH RESPECT TO THE PRODUCTS (INCLUDING ANY ENGINEERING SERVICES). SUBJECT TO THE FOREGOING, ALL PRODUCTS AND SERVICES OF SELLER (INCLUDING ANY ENGINEERING SERVICES) ARE PROVIDED "AS IS" AND ALL OTHER CONDITIONS AND WARRANTIES, INCLUDING ANY (a) CONDITION OR WARRANTY OF MERCHANTABILITY; (b) CONDITION OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) CONDITION OR WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE,

USAGE OF TRADE OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE OR USE, ARE EXPRESSLY DISCLAIMED.

- b) Products manufactured by a third party ("**Third Party Product**") may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Product. Third Party Products are not covered by the warranty set forth above. For the avoidance of doubt, SELLER MAKES NO REPRESENTATIONS, CONDITIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT, INCLUDING ANY (a) CONDITION OR WARRANTY OF MERCHANTABILITY; (b) CONDITION OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) CONDITION OR WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

18) CLAIMS

- a) Claims by the Buyer for (i) delivery shortages or obvious defects in Products shall be deemed waived by the Buyer, and the Seller shall not be liable for the same, unless submitted in writing, with documented evidence of non-conformance, within thirty (30) days of receipt of shipment; and (ii) in the case of all other Product defects, within thirty (30) days of the date of Seller's discovery of the defect or before the end of the Warranty Period, whichever occurs first. In the case of an alleged defect in the Product, Seller's warranty is subject to the Seller's reasonable verification of the Buyer's claim that the Product does not conform to the limited warranty specified herein.
- b) The Seller shall not be liable for a breach of the warranty set forth in Section 18 if: (i) Buyer makes any further use of the Product 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 Product; (iii) the defect arises due to misuse, improper handling or installation, improper storage, use of unauthorized parts, unsuitable environmental conditions or inadequate or improper repair or preventative maintenance of the Products; (iv) the defect arises out of any specifications, designs, instructions, materials or components furnished by Buyer; or (v) the defect arises out of Buyer's or a third party's alteration or repair of such Product.

19) REMEDIES

- a) The Seller's obligation and entire liability and the Buyer's sole and exclusive remedy for any claim or cause of action arising from or related to this Agreement, including a breach of the limited warranty specified herein, is limited to, at the discretion of the Seller, (i) the repair or replacement of Product not conforming to the specifications as agreed upon by the parties (which in the case of Engineering Services shall mean re-performance of such services), or (ii) credit or refund of the price for such Product at the pro rata contract rate provided that, if Seller so requests, Buyer shall, at Seller's expense, return such Product to Seller. Any replacement made by Seller shall be with a Product in working order and condition, which may include Product that is refurbished or repaired.
- b) THE SELLER SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, DAMAGES RELATED TO LABOUR, DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF RETURN ON

INVESTMENT, COST OF CAPITAL, LOSS OF OPERATING TIME OR PRODUCTION, LOSS OR REDUCTION OF USE OR VALUE OF ANY FACILITIES, EXPENSE OF REPLACEMENT PRODUCTS OR POWER, OR INCREASED COSTS OF OPERATIONS OR MAINTENANCE, OR EQUIVALENT THEREOF, ARISING OUT OF OR RELATING TO ANY BREACH OF THIS AGREEMENT (INCLUDING ANY BREACH OF WARRANTY OR NON-CONFORMANCE OR DEFECT IN THE PRODUCT OR ANY SERVICES), WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY BUYER OR COULD HAVE BEEN REASONABLY FORESEEN BY BUYER OR SELLER, AND REGARDLESS OF WHETHER SUCH LIABILITY SHALL BE CLAIMED IN CONTRACT, WARRANTY, EQUITY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE.

- c) IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY PRODUCTS (INCLUDING ANY ENGINEERING SERVICES) PROVIDED PURSUANT TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED (i) IN THE CASE OF CLAIMS RELATING TO PRODUCTS (INCLUDING ANY ENGINEERING SERVICES), THE TOTAL AMOUNTS PAID TO SELLER FOR THE PRODUCTS THAT ARE THE SUBJECT OF THE CLAIM; AND (ii) FOR ALL OTHER CLAIMS ARISING OUT OF THIS AGREEMENT, THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE PRODUCTS SOLD HEREUNDER OR \$50,000, WHICHEVER IS LESS.
- d) This Agreement gives Buyer specific legal rights. Buyer may also have other rights, which vary from state to state. Some states restrict limitations of implied or statutory warranties or other warranty conditions, so these limitations may not apply.

20) INDEMNIFICATION

The Buyer agrees to indemnify, defend and hold harmless the Seller, its officers, agents, employees, successors, assigns, customers and users of the Product, from and against any and all Damages in connection with or arising out of any actual or alleged personal injury (including death) or damage or destruction to property (including loss of use) by whomsoever suffered, sustained or alleged to have been sustained by reason of any act, error or omission, whether negligent or not, of the Buyer or its agents, employees, or affiliates, provided that such injury, death, damage or destruction is not occasioned by the sole negligence or willful misconduct of Seller or its agents and employees.

21) DISPUTE RESOLUTION

Except for disputes relating to or arising out of, in whole or in part, any breach of confidentiality hereunder or for the misuse or infringement of Seller's intellectual property rights, in the event of a dispute or disagreement between Seller and Buyer arising out of or relating to this Agreement (a "**Dispute**"), such Dispute, upon the written request of Seller or Buyer, shall be referred to the chief financial officers of each party or their respective designees. The chief financial officers or their respective designees shall promptly meet in good faith to resolve the Dispute and if they do not agree upon a resolution within thirty (30) calendar days after the reference of the Dispute to them, then such Dispute, upon written notice from one party to the other of its intent to arbitrate (an "**Arbitration Notice**"), shall be submitted to and settled exclusively by final and binding arbitration before the Judicial Arbitration and Mediation Services ("JAMS") in lieu of any judicial proceeding; provided, however, that nothing contained in this Section shall preclude any party from seeking or obtaining from a court of competent jurisdiction (a) injunctive relief, or (b) equitable or other judicial relief to specifically enforce the provisions of this Agreement or to preserve the status quo prior to the event(s) leading to the Dispute.

Arbitration shall be conducted in accordance with the then-current JAMS Comprehensive Arbitration Rules and Procedures (<https://www.jamsadr.com/rules-comprehensive-arbitration>). The arbitration will take place in Marion County, Indiana, and be conducted by a sole neutral arbitrator agreed upon between the parties. If the parties cannot agree on an arbitrator, then the arbitrator will be selected in accordance with JAMS arbitration rules and procedures. Reasonable discovery will be permitted, and the arbitrator may decide any issue as to discovery. Moreover, the arbitrator may hear dispositive motions brought by either party, including demurrers, motions to dismiss, and motions for summary judgment. The arbitrator may decide any issue as to whether, or as to the extent to which, any dispute is subject to arbitration, and the arbitrator may award any relief permitted by law. The arbitrator must base the arbitration award on these provisions and applicable law, and must render the award in writing, including an explanation of the reasons for the award. Judgment upon the award may be entered by any court having jurisdiction over the matter, and the decision of the arbitrator will be final and binding. The statute of limitations applicable to the commencement of a lawsuit will apply to the commencement of an arbitration. The arbitrator's fees will be paid in equal portions by the parties. Any arbitration award shall be binding and enforceable against Seller and Buyer and judgment may be entered thereon in any court of competent jurisdiction. For purposes of clarification, any Dispute relating to or arising out of, in whole or in part, any breach of Buyer's obligations of confidentiality hereunder or for the misuse or infringement of Seller's intellectual property rights shall not be subject to binding arbitration under this Agreement.

22) CHOICE OF LAW AND VENUE

This Agreement and all matters arising out of it, including the transaction between the Buyer and the Seller, shall be governed by the laws of the State of Indiana. Subject to the provisions of Dispute Resolution below, each party irrevocably submits to the exclusive jurisdiction of the state or federal courts in the State of Indiana and hereby waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding.

23) TERMINATION

In addition to any remedies that may be provided under this Agreement, the Seller may terminate this Agreement with immediate effect upon written notice to the Buyer, subject to ten (10) days' prior written notice and opportunity to cure the breach, if the Buyer fails to pay any amount when due under this Agreement. Either party may terminate this Agreement if the other party (ii) materially breaches any term of this Agreement, subject to thirty (30) days' prior written notice and opportunity to cure the breach; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

24) WAIVER

No waiver by a party of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by an authorized representative of such party. No failure by a party 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 by a party 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.

25) ASSIGNMENT

The 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. For purposes of this Section 25, a change of control of Buyer where it sells or exchanges a majority of its equity interests or it merges with another entity shall constitute an assignment hereunder.

26) RELATIONSHIP OF 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 this Agreement.

28) NOTICES

All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the parties at the addresses set forth on the face of the Sales Confirmation or to such other address that may be designated by the receiving party in writing. Notices sent in accordance with this Section will be deemed effectively given: (a) if delivered by hand, when received, with signed confirmation of receipt; (b) if sent by a nationally recognized overnight courier, signature required, when received; (c) if sent by email, the day that a return email is received from the recipient (which email cannot be a 'bounce-back' email) and (d) if sent by certified or registered mail by the Canada Post Corporation or the U.S. Postal Service, return receipt requested and postage prepaid, on the fifth (5th) day after the date mailed.

29) 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.

30) 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, without limitation Sections 4(d) – 4(k), 6, 8, 9, 12, 14, 15, 17 – 21, 23, and 27 – 31.

31) ENTIRETY AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to its subject matter, and all proposals, negotiations, agreements, representations or warranties, if any, made prior to and concerning this Agreement are superseded by this terms contained herein. Seller reserves the right to modify this Agreement from time to time, and any such modification

shall be effective for all orders placed by Buyer on or after the date Buyer has been notified and provided with a copy or access to the revised Agreement.