

Wieland Engineered Products Terms & Conditions of Sale

These terms and conditions of sale (these "Terms") are the only terms which govern the sale of the goods ("Goods") and services ("Services") by Wieland Engineered Products North America, LLC, National Bronze, LLC d/b/a Wieland National Bronze, Randall Bearings, Inc., RBI Coldwater, Inc. d/b/a Wieland Randall, Morgan Bronze Products, Inc. d/b/a Wieland Morgan Bronze (together hereinafter referred to as "Seller") to the buyer named on the order acknowledgment ("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.

1. Acceptance

Buyer's purchase order, or other offer to purchase Seller's Goods, will be accepted when Seller sends Buyer a written acceptance, which may be transmitted physically or by electronic means, or when Seller begins to manufacture the Goods for Buyer's purchase order, and is expressly limited to, and expressly made conditional on, Buyer's acceptance of these Terms. The accompanying order acknowledgment (the "Sales Confirmation") 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, including the Buyer's purchase order. The Sales Confirmation of Buyer's purchase order is not subject to any other terms and conditions unless such terms and conditions are set forth in an agreement signed by both Seller and Buyer that references and specifically amends these Terms. In the event Buyer's purchase order or any other document submitted by Buyer includes terms and conditions that differ from or are in addition to these Terms, (a) such terms and conditions are expressly rejected by Seller and are null and void and (b) Seller shall not be deemed to have waived these Terms if it fails to object to such terms and conditions. Either of (y) Buyer's failure to submit a written objection to these Terms to Seller within five (5) days of Buyer's receipt of the confirmation or (z) Seller's commencement of the manufacturing of the Goods shall constitute a firm contract on these Terms.

2. Prices

PRICES & SURCHARGES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

Buyer will pay Seller the price that Seller has in effect for the Goods on the date that the Order is shipped, unless they have entered into a separate written agreement that governs the pricing of the Goods.

All base prices are also subject to Seller's published surcharges in effect at the time of shipment. From time to time, Seller will also implement raw material or energy (including, but not limited to, fuel, electricity, or natural gas) surcharges as necessary and appropriate to reflect increases in Seller's costs for producing the Goods, which will be added to the price of the product on Seller's invoice for the Goods. Buyer will pay the surcharges as they are invoiced.

Goods cannot remain on Seller's premises after completion, unless pre-approved in writing by Seller. Any administrative activities (e.g. use of Buyer's portal) or participation in Buyer-specific program(s) requested by Buyer shall be subject to Seller's approval and invoiced for costs incurred by Seller.

All Prices are exclusive of all sales, 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, personal or real property, or other assets.

If the United States or any foreign government implements a change to tariffs or duties after January 20, 2025 ("Tariff Change") related to materials imported by Seller for the manufacturing and/or sale of the Goods purchased under this Agreement, Seller reserves the right to adjust the purchase price to reflect any increased cost associated with the Tariff Change, and Buyer shall pay the modified purchase price.

3. Buyer's Specifications

The Buyer shall provide Seller all necessary specifications with the Purchase Order for the Goods. It is the Buyer's sole responsibility to state if goods are to conform to a specification and/or government requirement and

to provide full documentation for the specification, including any revisions thereto. The Seller specifically disclaims any responsibility for Goods to achieve and/or conform to any other specification than that detailed in the Purchase Order as accepted by Seller; Seller further disclaims responsibility for failing to conform to new versions of specifications if the specification revisions are not provided in full in advance of the Purchase Order being placed.

4. Modifications and Cancellations

Any changes requested by Buyer for an existing Order, including but not limited to type of Goods ordered, quantity ordered, and/or delivery dates, must be agreed upon in writing by the Seller. If any changes are agreed upon by the Seller, but require an adjustment in the price charged to Buyer or the delivery dates, Seller will notify Buyer of such changes. Unless Buyer objects to the changes within five (5) business days after Seller notifies Buyer of such, Seller will implement the agreed upon changes with the adjusted price and delivery schedule. If Buyer objects to the adjusted price or delivery schedule, then the Order will not be changed.

Orders cannot be cancelled after receipt of a Sales Confirmation. If Seller agrees in writing to a cancellation, Buyer shall reimburse Seller for any and all losses, damages or expenses it incurs, such as, but not limited to, any restocking fees or rework fees, scrap fees, processing costs or material expenses.

5. Terms of Payment

Buyer shall pay all invoiced amounts due to Seller within fifteen (15) days from the date of Seller's invoice. Buyer shall make all payments owed to Seller by wire transfer (preferred method) or check and in US dollars. 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 reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Goods or performance of any Services and stop Goods in transit if Buyer fails to pay any amounts when due hereunder. Buyer hereby permits Seller's entry to Buyer's premises for such purpose and waives any and all rights to notice or hearing prior to such entry and seizure of Seller's Goods following Buyer's default in payment.

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, bankruptcy or otherwise. Seller shall be entitled at all times to set off (a) any amount owed at any time from Buyer to Seller or any of Buyer's affiliated companies; (b) any damages resulting from Buyer's default under or breach of any contract (including any purchase order and these Terms); (c) any unapproved adjustments for shortage or rejection made by Buyer against any amount payable at any time by Buyer or any of its affiliated companies to Seller.

Seller may recover for each shipment or delivery hereunder as a separate transaction, without reference to any other shipment or delivery. Buyer's credit is subject to Seller's continuing approval. In the event Buyer's creditworthiness, in the opinion of Seller, is unsatisfactory or becomes impaired, Seller may limit, modify or cancel the credit of Buyer and demand advance payment, satisfactory security or a guarantee of prompt payment before shipment or delivery of the whole or any part of the Goods without in any way affecting the obligation of Buyer to perform under these Terms. If Buyer refuses to give Seller the payment, security or guarantee demanded, or if Buyer is in default in any payment or if any proceedings, voluntary or involuntary, are instituted by or against the Buyer in bankruptcy or insolvency or under any provision of the U.S. Bankruptcy Act, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, Seller shall have all of the rights of secured party under the UCC and may cancel this agreement, including any Orders placed by Buyer, refuse to deliver any undelivered Goods and Buyer shall immediately pay to Seller the unpaid invoices for all Goods delivered, and if any of the Goods are custom for Buyer, Buyer will also pay for any Goods that are in the process of manufacture, all tools and dies that were bought by Seller specifically for Buyer's Goods, and for and all other damages, including loss of reasonable profits caused by Buyer's default. Buyer agrees to execute either prior or subsequent to delivery, upon Seller's request, such security agreement, financing statements, and any other documents or agreements necessary to grant to Seller a perfected security interest with respect to all goods and proceeds thereof, and to pay the cost of filing the same in any public office. Buyer represents that it is not insolvent as defined in Section 1-201 (23) of the Uniform Commercial Code. In the event that Buyer becomes insolvent before delivery of the Goods, Buyer agrees to notify Seller. Failure to notify Seller shall be construed as a reaffirmation of

Buyer's solvency at time of delivery.

6. Fitting-up Charges

Fitting-up charges will be invoiced for any necessary tools and fixtures required to provide the Goods to Seller. Such tools and fixtures will remain the sole property of Seller and in Seller's possession. There will be no additional charge for their upkeep or replacement. If a period of two years has elapsed since the receipt of any order from Buyer requiring the use of such tools and fixtures, Seller may make any such use or disposition of such tools and fixtures as Seller desires, without any accounting to Buyer for such use or disposition, or the proceeds thereof, unless otherwise mutually agreed upon in writing.

7. Delivery

The Goods will be made available for delivery in accordance with the minimum order quantity and lead time indicated by the Seller at the time of order acceptance or in the applicable Sales Confirmation. Except as otherwise agreed in writing, delivery of the Goods shall be made EXW (Incoterms 2010) Seller's facility and Buyer will pay for all insurance at its expense. Title and all risk of loss or damage will pass to Buyer when Seller makes a shipment available at Seller's shipping point. All shipments picked up via Buyer's truck or a carrier requested by Buyer shall be EXW (2010) point of shipment; if Buyer is not picking up the Goods, the freight will be prepaid by Seller and invoiced to Buyer.

Unless otherwise agreed between the Buyer and the Seller, all prices include standard packaging for shipping within the continental United States. If Buyer requests any additional packaging, reusable packaging, or packaging that complies with containerized or international shipping, Seller will charge Buyer an additional fee. Any specific requirements requested by the Buyer must be agreed in writing by the Seller when the Purchase Order is placed. Excess transportation charge for shipments requiring special equipment in handling or transporting shall be charged to Buyer.

The date of the bill of lading shall constitute conclusive evidence of the date of shipment. All shipment or delivery dates are approximate. Seller reserves the right to ship Goods in advance of any established delivery schedule or make partial shipment and/or transshipment. Each shipment hereunder shall be deemed a separate transaction. Buyer will not be excused from accepting any shipment or partial shipment of Goods from Seller because of a prior non-conforming shipment or any prior delay or failure to ship.

Seller's weights will govern. Shipments may be within ten percent (10%) over or under the weight on the Order.

8. Buyer's Delay

Any dates and times quoted for delivery are approximate only and Seller shall not be liable for any delay in delivery however caused; in no event shall Seller be responsible for expedited freight charges or other costs incurred due to a delay (e.g. production downtime, lost profits, and/or lost revenue), unless agreed upon in writing. Seller is not liable for any delays or increased costs arising out of, by reason of, or in any way connected with any breach by Buyer of any of its obligations hereunder, or any other act, omission or negligence of Buyer or any of Buyer's employees, workers, servants, agents, subcontractors or suppliers. If Buyer-caused delay occurs, then the price and other affected items shall be adjusted to reflect increased costs, delay and other adverse impact suffered by Seller. If delivery of the Product is delayed due to conduct of Buyer or any of Buyer's employees, workers, servants, agents, subcontractors or suppliers, then Seller, in its sole discretion, may store the Product at Buyer's sole cost, expense and risk.

9. Indemnification

Buyer agrees to indemnify, defend and hold harmless Seller, its affiliates, officers, directors, employees, agents and representatives from and against any liability, claim, loss, demand, damage, cost and expense (including attorneys' fees and litigation costs) relating to any claim of injury or damage of any kind to any person or property asserted to be caused by, resulting from or attributable to the nature or quality of the Goods delivered hereunder, including without limitation claims of infringement of any third party's intellectual property rights based upon Seller complying with Buyer's specifications. If Buyer's employees or any other representatives enter upon the premises occupied by or under the control of Seller, Buyer shall take all necessary precautions to prevent the occurrence of injury or death to any person or damage to any property arising out of any acts or omissions of such employees or other representatives, and Buyer agrees to indemnify, defend and hold harmless Seller, its affiliates, assignees, officers, directors, employees, agents and representatives from and against any liability, claim, loss, demand,

damage, cost and expense (including attorneys' fees litigation costs) relating to any claim of injury or damage of any kind to any person or property asserted to be caused by, resulting from or attributable to any act or omission of Buyer, its employees or other representatives.

10. Unavoidable Circumstances

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Buyer to make payments to Seller hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") [reasonable] control, including, without limitation, the following force majeure events ("Force Majeure Event(s)": acts of God, acts or threats of war or terrorism, riot, embargoes, acts of civil or military authorities, fires, floods, accidents, quarantine restrictions, pandemics, mill condition, strikes, differences with workmen, delays in transportation, shortage of cars, fuel, labor or materials, or any other cause beyond the reasonable control of the Impacted Party. Seller shall not be liable for its failure to perform hereunder if due to any shortage or inability to obtain (on terms deemed economically and/or commercially impracticable by Seller) any raw material (including energy), equipment, or transportation. Any quantities not delivered or accepted because of any such contingency shall be eliminated from the Sales Confirmation. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.

Buyer acknowledges that all Orders are accepted with the understanding that they are subject to Seller's ability to obtain the necessary raw materials, and all Orders as well as shipments of Products are subject to Seller's factory schedules, governmental priorities (such as rated orders), and other government regulations, orders, directives and restrictions that may be in effect from time to time. Seller shall have no liability to Buyer for any delays caused by an inability to obtain the necessary raw materials.

During any period when Seller is unable to supply the Sales Confirmation quantity of the Goods, whether caused by the circumstances above or otherwise, Seller may allocate any available goods among its customers, including its own subsidiaries, divisions, and departments, on such basis as Seller deems fair and reasonable. Buyer acknowledges that all Orders are accepted with the understanding that they are subject to Seller's ability to obtain the necessary raw materials, and all Orders as well as shipments of Goods are subject to Seller's factory schedules, governmental priorities (such as rated orders), and other government regulations, orders, directives and restrictions that may be in effect from time to time.

11. Inspection

Unless otherwise specified and agreed upon, the Goods shall be subject to the Seller's standard inspection at the place of manufacture. Buyer is responsible for verifying the description and condition of the Goods unless otherwise agreed between the parties in writing. Buyer shall inspect the Goods as soon as possible upon receipt. Any claim of non-conformity with respect of the Goods (other than for hidden or latent defects) or their shipment or delivery is waived, unless made in writing by Buyer, specifically stating the details of such non-conformity, within a reasonable time not exceeding ten (10) working days after Buyer receives the Goods. If Buyer has any claims for any non-conformance of the Goods that is not determinable by its inspection, then Buyer must make the claim for such latent non-conformance in writing to Seller, stating full particulars in support of its claim, within ninety (90) days after receipt of shipment. If Buyer fails to give such notice to Seller, it shall constitute Buyer's unqualified acceptance of the Goods and a waiver of all claims of non-conformance by Buyer.

12. Warranty

Seller's goods, like all cast metal, may include naturally occurring irregularities, including but not limited to tarnishing, porosity, slivers, inclusions or laminations/delaminations. Seller specifically disclaims any warranty, express or implied, that its Goods are free of these irregularities. It is the duty and obligation of the Buyer to inspect and /or test the goods and any parts manufactured from the Goods to ensure that they are suitable for the Buyer's intended purpose.

SELLER WARRANTS THAT THE GOODS DELIVERED TO BUYER UNDER THESE TERMS WILL CONFORM TO THE SPECIFICATIONS STIPULATED IN THE PURCHASE ORDER FOR A PERIOD OF SIX (6) MONTHS FROM THE DATE OF SHIPMENT. BUYER REPRESENTS AND WARRANTS THAT ANY SPECIFICATION,

PLAN, DRAWING OR OTHER INFORMATION THAT IS PROVIDED TO SELLER AND INCORPORATED INTO THE GOODS, IS FREE AND CLEAR OF ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS. NEITHER SELLER, NOR ANY AGENT OR REPRESENTATIVE ACTING ON ITS BEHALF, HAS MADE AND SELLER SPECIFICALLY DISCLAIMS ANY WARRANTIES, GUARANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDED THAT OF PERFORMANCE, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR BUSINESS, PURPOSE OR USE, EVEN IF THAT BUSINESS, PURPOSE OR USE IS KNOWN TO SELLER, WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, AND SUPERSEDES AND EXCLUDES ANY ORAL OR WRITTEN WARRANTIES OR REPRESENTATIONS, MADE OR IMPLIED IN ANY MANUAL, LITERATURE, ADVERTISING BROCHURE OR OTHER MATERIALS. SELLER SHALL NOT BE LIABLE TO ANY OTHER PERSON OR ENTITY WITH RESPECT TO THE GOODS SOLD HEREUNDER AND FROM ALL LIABILITY IMPOSED UPON MANUFACTUREERS OR SELLERS OF GOODS UNDER ANY PRODUCT LIABILITY THEORY OR UNDER ANY SIMILAR LEGAL THEORY.

The Seller shall not be liable for a breach of the warranties set forth in this Section 12 unless: (i) Buyer gives written notice of the defective Goods or Services, as the case may be, reasonably described, to Seller within the timeframe specified by Section 11; (ii) if applicable, Seller is given a reasonable opportunity after receiving the notice of breach of the warranty set forth in Section 12 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. The Seller shall not be liable for a breach of the warranty set forth in Section 12 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 or repairs such Goods without the prior written consent of Seller.

13. Limitation of Remedies and Liabilities

BUYER'S SOLE AND EXCLUSIVE REMEDY, AND SELLER'S SOLE LIABILITY, FOR ANY BREACH OF WARRANTY OR NONCONFORMITY IN MATERIALS SUPPLIED SHALL BE FOR SELLER, AT ITS OPTION, TO REPLACE OR REFUND THE PURCHASE PRICE OF ANY SUCH DEFECTIVE OR NONCONFORMING GOODS. TO THE MAXIMUM EXTENT PERMITTED BY APPLIABLE LAW, IN NO EVENT WILL SELLER BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, AND SELLER'S LIABILITY SHALL IN NO EVENT REGARDLESS OF THE LEGAL OR EQUITABLE THEORY UPON WHICH THE CLAIM IS BASED EXCEED THE PURCHASE PRICE OF THE GOODS RECEIVED BY SELLER UNDER THE INVOICE FOR THE GOODS WHICH GIVE RISE TO THE CLAIM OR THE COST OF GOODS SHIPPED IN AN AVERAGE ONE MONTH PERIOD, WHICHEVER IS LESS. SELLER SHALL HAVE NO LIABILITY TO ANY THIRD PARTY, INCLUDING, BUT NOT LIMITED TO, BUYER'S CUSTOMER(S) AND/OR END USERS OF BUYER'S PRODUCTS. BUYER'S REMEDY OF REPLACEMENT OR REFUND FOR NONCONFORMING GOODS AS PROVIDED IN THIS PARAGRAPH 13 IS EXCLUSIVE OF ALL OTHER REMEDIES AT LAW OR IN EQUITY.

14. Federal Contracts

When the ultimate Buyer is the Federal government, including any department, agency or corporation thereof, and in the event that any portion of these terms and conditions conflicts with any applicable federal procurement law or regulation, such law or regulation shall control. The invalidation of any portion of these Terms due to conflict with such law or regulation, or for any other reason, shall not affect the validity of any remaining portions of these Terms.

Both parties 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 Goods under this Agreement or any resale of the Goods by Buyer. Buyer assumes all responsibility for shipments of Goods requiring any government import clearance. Seller may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other duties or penalties on the Goods.

15. Export Restrictions

The Parties agree that they will not transfer any export-controlled information, data, or Goods or Services to each other or another party (including transfer from or to foreign persons employed by, associated with, or under contract to that party or its affiliated companies), without the authority of an export license, agreement, or applicable exemption or exception and without the receiving party's express consent. To the extent that the Goods are subject to U.S. export control laws and/or the regulations under 22 C.F.R § 120 et seq. of the International Traffic in Arms Regulations ("ITAR") and 15 CFR § 730 et seq. of the Export Administration Regulations ("EAR"), Buyer shall not violate any such laws and/or regulations and shall not, without limitation, disclose, transfer, or export such Goods or Services to third parties, including foreign persons or entities whether or not related to or affiliated with such party. A party shall register with the Office of the Defense Trade controls if required by law. If a party does not comply with its obligations under this Section, such non-complying party shall indemnify, hold harmless, and defend the other party as to any violations that the non-complying party may cause under ITAR and EAR, including but not limited to the payment of civil and criminal penalties, all costs and expenses, and attorney's fees.

Shipment by Seller of the Goods purchased pursuant to this Agreement is subject to the right and ability of Seller to make such sales under all laws, regulations, orders and other restrictions of the U.S. Government presently in effect or which may be in effect hereafter, which govern exports or otherwise pertain to export controls. Any order which cannot be fulfilled due to the inability of Seller to obtain necessary export approvals shall be considered to have been rejected by Seller upon receipt. In accordance with the applicable Incoterm, Buyer shall be solely responsible for compliance with all laws, regulations, orders, and other restrictions, including the U.S. Export Administration regulations related to the Goods.

16. Termination

In addition to any remedies that may be provided under these Terms, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (a) fails to pay any amount when due under this Agreement and such failure continues for ten (10) days after Buyer's receipt of written notice of nonpayment; (b) has not otherwise performed or complied with any of these Terms, in whole or in part; (c) 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; or (d) upon thirty (30) days' written notice. If the Agreement or any Order is terminated for convenience, orders already in process by Seller shall be completed and shipped to Buyer; Orders accepted but not yet in process may be canceled by Seller.

17. 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.

18. 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.

19. 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 by Buyer in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement. Seller may assign or otherwise transfer any purchase order as confirmed by Seller or any of its rights or obligations thereunder to its affiliated companies without first obtaining Buyer's consent, or in conjunction with a sale of the

Seller or all or substantially all of the assets of the Seller, or a merger by Seller with a third party.

20. 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.

21. 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.

22. Governing Law & Jurisdiction

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 Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Delaware. 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 Delaware in each case located in the City of Wilmington, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

23. 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 Sales Confirmation 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), 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.

24. 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.

25. 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.

26. 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.