

PURCHASE ORDER TERMS AND CONDITIONS

THIS PURCHASE ORDER IS SUBJECT TO ALL OF THE TERMS AND CONDITIONS ON THE PURCHASE ORDER AND ANY EXHIBITS ATTACHED HERETO. THIS PURCHASE ORDER CONSTITUTES AN OFFER FOR THE PURCHASE BY THE BUYER SET FORTH ON THE PURCHASE ORDER (“BUYER”) OF THE ENTIRE QUANTITY OF GOODS AND SERVICES SPECIFIED ON THE PURCHASE ORDER (COLLECTIVELY, THE “GOODS”) UPON THE TERMS AND CONDITIONS STATED HEREIN, AND UPON THE OCCURRENCE OF ONE OF THE EVENTS LISTED BELOW, CONSTITUTES A BINDING CONTRACT (THE “CONTRACT”) BETWEEN THE SELLER SET FORTH ON THE PURCHASE ORDER (“SELLER”) AND BUYER.

This Purchase Order shall become a Contract upon Seller: (i) returning a signed copy of this Purchase Order to Buyer; (ii) retaining this Purchase Order for ten (10) days without making written objection thereto; (iii) sending its sales confirmation to Buyer; (iv) delivering any part of the Goods; (v) billing Buyer for any part of the Goods; or (vi) indicating in some other manner its acceptance of this Purchase Order. This Purchase Order will be valid and effective during the term set forth on the Purchase Order, unless sooner terminated as provided herein.

1. ACCEPTANCE

Acceptance is limited to the terms and conditions hereof, and any different or additional terms or conditions (whether or not in Seller's sales confirmation or otherwise) are hereby expressly rejected. This Contract, together with any master written agreement between Seller and Buyer for the purchase and sale of the Goods (the “Master Agreement”), constitutes the entire agreement between Seller and Buyer and supersedes any and all prior offers, proposals and agreements between Seller and Buyer, if any. If a Master Agreement applicable to the purchase referenced above has been signed between Seller and Buyer, then the purchase and sale of the Goods under this Contract will be governed by the Master Agreement, and the following will apply: (i) if the Master Agreement specifically references any particular terms of this Contract, then only such terms of this Contract will be applicable; or (ii) if the Master Agreement does not specifically reference any particular terms of this Contract, then all terms of this Contract will apply in addition to the Master Agreement, but in case of contradiction, the Master Agreement will prevail. Unless otherwise provided herein, no amendments or modifications hereto shall be made except in writing signed by Buyer and Seller.

2. CHANGES

Buyer reserves the right, upon written notice to Seller, at any time to make changes to the general scope of this Contract, including changes in the specifications, samples, drawings, and other data designated by Buyer to Seller (collectively “Specifications”), method of shipment or packing, and/or place of delivery, and Seller will continue performance of this Contract as to such modified terms. Seller will notify Buyer in writing within seven (7) days of receiving such change notice from Buyer if any adjustment will be made to the price or delivery schedule, or both, on account of such change notice, and such adjustment in price or time of performance will be binding only

upon the written agreement by Buyer. Seller will not modify or change any Specifications without Buyer's prior written approval. Any attached Specifications are hereby made part of this Contract.

3. DELIVERY

(a) THE OBLIGATION OF SELLER TO PROVIDE GOODS IN CONFORMITY WITH THE DELIVERY DATES, SPECIFICATIONS, QUANTITIES, AND OTHER RELATED REQUIREMENTS SET FORTH HEREIN IS OF THE ESSENCE OF THIS CONTRACT. SELLER SHALL NOT SUBSTITUTE GOODS, PARTS, OR MATERIALS WITHOUT BUYER'S PRIOR WRITTEN CONSENT.

(b) If no such Specifications, methods, or requirements are specified as described above in Section 3(a), Seller shall be responsible for packaging, loading, and shipping the Goods in a manner sufficient to prevent damage and loss to the Goods during shipment.

(c) Unless the time for delivery and/or the delivery point is specified on the Purchase Order, Buyer retains the right to hereafter specify same. Seller shall send Buyer timely notice of shipment stating the order number of this Contract, the description of Goods, Seller's name, shipper's name, and shipping route. All Goods shipped and/or their containers shall be tagged or marked with such order number.

(d) Seller shall assure that all wood packaging materials shipped from outside the United States ("U.S." or "U.S.A") comply with the treatment and marking requirements of IPPC ISPM # 15 and the following statement must be on the documentation provided with each shipment, "Any wood packaging material contained in this shipment complies with the treatment and marking requirements of IPPC ISPM # 15."

(e) Subject to the International Chamber of Commerce's ("ICC") international commercial terms ("Incoterms 2020") as agreed upon or unless otherwise agreed in writing by the Buyer, Seller will be responsible for any and all duties, filings, documentation and record keeping, or redeliveries as may be required by the applicable custom services in connection with Seller's sale and delivery of Goods to Buyer and Buyer's use thereof. Seller will be accountable for and pay any costs arising from any errors or omissions in performance thereof.

(f) All freight and delivery charges will be borne by Seller, unless specifically agreed to in advance, in writing by Buyer or in accordance with subject Incoterms 2020 as agreed upon. Provided Buyer agrees to accept such freight and delivery charges in advance, the amount allocated for product freight delivery will be separately stated on the Contract and any related invoice, and all amounts shown will include all packaging, loading and shipping applicable to the Goods sold or provided under this Contract or the materials used in connection therewith. Under no circumstances will Seller include in such charges, or will Buyer bear, additional or charges related to the freight and delivery of covered Goods, including, but not limited to, fuel surcharges, energy surcharges, or seasonal surcharges, whether originated by Seller or on behalf of any third party.

(g) Subject to Section 2, the quantity of Goods delivered by Seller to Buyer will not differ from those specified on the Purchase Order, nor will any other modifications of this Contract be effective

unless such change or modification is first authorized by Buyer in writing. If quantities delivered are not the same as agreed, Buyer may exercise one or more of the following remedies: (i) terminate the Contract in whole or in part; (ii) refuse to accept any subsequent delivery of Goods; (iii) in the event of a deficiency, apply a penalty of 0.5% of the price of the Contract per day, until Seller delivers the agreed quantity; or (iv) claim damages for any costs, losses or expenses incurred by Buyer which relate to Seller's failure to deliver the agreed quantities of Goods (including costs of returning surplus quantity).

4. INSPECTION AND REJECTION

All Goods delivered shall be subject to a final inspection made by Buyer or its designee at the place designated by Buyer, notwithstanding any payment or initial inspection. If Goods or the tender of delivery fails in any respect to conform to the terms and conditions hereof, Buyer may, at its sole option, accept or reject all said Goods or any portion thereof. Seller shall, at its expense and risk, repair or replace nonconforming Goods in accordance with Buyer's instructions. Any such corrected Goods shall be subject to the same inspection and acceptance terms provided for in this Section 4. In addition to Buyer's remedies as provided herein and/or under the Uniform Commercial Code, Seller shall promptly reimburse Buyer for all costs incurred by Buyer in connection with the inspection and return of nonconforming Goods. Buyer's failure to detect nonconformities in Goods shall not affect Buyer's rights as to such nonconformities. Regardless of its actions, Buyer shall retain all of its rights against Seller as to such nonconformities. Payment for any Goods shall not be deemed as acceptance thereof.

5. TITLE AND RISK OF LOSS

Unless otherwise agreed in writing, (i) title to Goods shall pass to Buyer from Seller upon Seller's delivery to the carrier; and (ii) risk of loss to Goods shall pass to Buyer from Seller in accordance with the Incoterms 2020 specified on the Purchase Order, or if no Incoterms are so specified, risk of loss shall pass to Buyer from Seller upon acceptance of Goods by Buyer.

6. WARRANTIES

(a) IN ADDITION TO ANY OTHER WARRANTIES INCLUDED IN THIS CONTRACT OR UNDER ANY APPLICABLE LAW, SELLER WARRANTS THAT THE GOODS SHALL (I) BE FREE FROM DEFECTS (PATENT OR LATENT) AND, IN THE CASE OF EDIBLES, BE WHOLESOME AND FIT FOR HUMAN OR ANIMAL CONSUMPTION (AS APPLICABLE); (II) STRICTLY CONFORM TO THE SPECIFICATIONS, INDUSTRY STANDARDS AND GOVERNMENTAL REGULATIONS IN DESIGN, MATERIALS AND WORKMANSHIP; (III) BE MERCHANTABLE, OF GOOD QUALITY AND FIT FOR THE ORDINARY PURPOSES FOR WHICH SUCH GOODS ARE USED AND HAVE BEEN SELECTED BY SELLER KNOWING THAT BUYER (AND END-USER) IS SPECIFICALLY RELYING UPON SELLER'S EXPERTISE AND WILL BE FIT FOR BUYER'S AND END-USER'S SPECIFIC INTENDED USE(S) THEREOF; (IV) BE FREE AND CLEAR OF ALL CLAIMS, LIENS AND OTHER ENCUMBRANCES OF ANY KIND; AND (V) BE PROPERLY PACKED AND DELIVERED TIMELY. THESE WARRANTIES SHALL SURVIVE ANY INSPECTION, ACCEPTANCE, OR PAYMENT BY BUYER.

(b) SELLER WARRANTS THAT (A) IT HAS GOOD TITLE TO AND THE RIGHT TO SELL THE GOODS AND THAT BUYER SHALL HAVE QUIET POSSESSION OF THE GOODS; (B) IT WILL BE FIT, QUALIFIED, AND COMPETENT TO PERFORM ITS OBLIGATIONS UNDER THIS CONTRACT; AND (C) SELLER WILL COMPLY WITH ALL APPLICABLE LAWS OF ANY JURISDICTION FROM OR IN WHICH THE GOODS ARE PROVIDED OR RECEIVED, INCLUDING LAWS ABOUT EXPORT CONTROL, IMPORT, CUSTOMS AND ECONOMIC SANCTIONS, ANTI-CORRUPTION, ANTI-BRIBERY, PATENTS, TRADEMARKS, COPYRIGHTS, TAX, FOOD SAFETY, LABOR AND LABOR SAFETY, ENVIRONMENT, CONSUMER RIGHTS, LABELLING, AND ELECTRICAL STANDARDS. THESE WARRANTIES SHALL SURVIVE ANY INSPECTION, ACCEPTANCE, OR PAYMENT BY BUYER.

7. INDEMNITY

Seller shall indemnify, defend, and hold Buyer, its vendees and their affiliates and their directors, officers, agents, employees, successors, agents, and assigns harmless from any and all losses, obligations, liabilities, claims, demands, attorneys' fees, costs, and expenses (including indirect, consequential, and incidental losses) ("Losses") arising out of or in connection with (i) any claim of a third party regarding any breach of warranty or representation or any defect in any Goods regardless of whether such defect is caused by the negligence of Buyer; (ii) any failure of Seller to perform its obligations under this Contract or under any applicable law, regulation, or order; (iii) any claim of a third party with respect to the Goods including, without limitation, any claim of infringement of patent, trademark, tradename, trade secret, or other intellectual property rights; and (iv) any failure of Seller to accept, implement, or comply with all applications, recommendations, or requirements of the U.S. Customs and Border Protection's Customs-Trade Partnership Against Terrorism ("CTPAT") program. If the Goods, or the use of such Goods, are held to constitute an infringement or misappropriation and their sale or use is enjoined, Seller shall, at Seller's expense and option, either procure for Buyer the right to continue to use such Goods, or replace the same with equivalent non-infringing Goods, or modify the same so they become equivalent non-infringing Goods; except that if the foregoing is not commercially practicable or upon request by Buyer, Seller shall refund to Buyer all amounts paid by Buyer under this Contract for such Goods and those Goods that are dependent thereon. In complying with the provisions of this Section 7, Seller shall actively and at its own expense defend against any such claim, provided that if in Buyer's sole opinion Seller fails to mount an adequate defense to such claim, Buyer shall have the right to so defend, and Seller shall cooperate with such efforts and shall indemnify Buyer therefore as provided in this Section 7. Seller's obligations hereunder shall survive the expiration or termination of this Contract.

8. RIGHT TO ASSURANCE

Whenever Buyer, in good faith, has reason to question Seller's ability or intent to perform, Buyer may demand that Seller provide assurance (in form and substance satisfactory to Buyer) of Seller's ability and intent to perform. In the event that no such assurance is given within five (5) days of such demand, Buyer may treat such failure as an anticipatory repudiation of this Contract and, in addition to its other rights, may terminate this Contract.

9. AUDIT RIGHTS

(a) Buyer will be entitled on reasonable notice to Seller to access by itself or its representatives (including authorized third party) relevant Supplier sites where Goods are being processed, produced, or packaged for the purpose of ensuring Seller's compliance with this Contract and any applicable Laws. Seller will make available on such occasions its applicable written records, grant Buyer access to relevant raw materials, packaging materials, supplies, and associated production and warehousing facilities. Buyer and its representatives will be entitled to monitor production procedures during working hours and to take samples. The audits will in no way release Seller from its obligations or liabilities. Prior notice will not be necessary when public health or food safety are at risk. If an audit reveals that Seller has not met its obligations, duties, warranties, or undertakings under this Contract, or has otherwise breached this Contract, Buyer may, at its sole discretion: (i) immediately terminate this Contract, in whole or in part, without penalty; or (ii) grant Seller a reasonable grace period to rectify the findings. In the latter case, if Seller fails to rectify the findings within the provided period, Buyer will be entitled to immediately terminate this Contract for cause, in whole or in part, without penalty, in addition to any other available remedies.

(b) For purposes of protecting Buyer's intellectual property rights, Buyer will have the right to monitor the status of packaging materials bearing such intellectual property, designs, and printing tools in the possession of Seller or its subcontractors. Seller acknowledges Buyer's right to enter and audit Seller's and its subcontractors' facilities and premises without prior notice, for the purpose mentioned above.

10. TERMINATION

(a) Buyer may, by written notice to Seller, terminate the whole or any part of this Contract in any of the following circumstances: (i) upon fifteen (15) days prior written notice to Seller for any reason; (ii) immediately if Seller fails to perform any of its obligations under this Contract and does not cure such failure within ten (10) days after Buyer gives Seller notice specifying such failure; (iii) immediately if a petition is filed by or against Seller under bankruptcy laws, or if Seller makes a general assignment for the benefit of creditors, or a receiver is appointed for any property of Seller, or the like; (iv) immediately if the performance of this Contract by Seller or Buyer is prevented, hindered, or delayed for more than thirty (30) days by reason of any cause beyond the control of Seller or Buyer; (v) in accordance with Section 3(g); (vi) immediately in the event of an anticipatory repudiation pursuant to Section 8; (vii) in accordance with Section 9; or (viii) in accordance with Section 11(c).

(b) Buyer may, by written notice to Seller, immediately terminate this Contract if (i) Seller breaches any of the warranties set forth in Section 6; (ii) Seller violates any applicable export control, import, customs, and economic sanctions laws and regulations of the U.S. and other governments (collectively, "Trade Control Laws"); and (iii) if Buyer learns that (a) improper payments are being or have been made or offered to government officials or any other person by the Seller or those acting on behalf of the Seller with respect to this Contract or (b) that the Seller or those acting on behalf of the Seller with respect to this Contract has accepted any payment, item, or benefit, regardless of value, as an improper inducement to award, obtain or retain business

or otherwise gain or grant an improper business advantage from or to any other person or entity. Further, in the event of such termination, Seller shall not be entitled to any further payment, regardless of any activities undertaken or agreements with additional third parties entered into by Seller prior to such termination, and Seller shall be liable for Losses as provided by this Contract, at law or in equity.

(c) In the event Buyer terminates this Contract in whole or in part as provided above, Buyer may, in addition to any other remedies available at law or in equity, (i) reject any Goods, in which case Buyer shall be relieved from liability for any payment to Seller therefore; (ii) recover from Seller all payments with respect to undelivered, returned, or rejected Goods and all freight, storage, handling, and other expenses incurred by Buyer in connection with such Goods, together with interest thereon at the rate of the lesser of 12% or the maximum legal rate per annum; and (iii) procure substitute goods from other sources upon such terms and in such manner as Buyer deems appropriate. Furthermore, upon Buyer's demand, Seller shall indemnify Buyer from any Losses incurred by Buyer therefrom.

(d) In addition, Seller shall continue the performance of this Contract to the extent not terminated. Buyer may require Seller to transfer title and deliver to Buyer, in the manner and to the extent directed by Buyer, any and all completed Goods, and such partially completed Goods and materials acquired for the performance of such part of this Contract as has been terminated; and Seller shall, upon Buyer's direction, protect and preserve property in the possession of Seller, in which Buyer has an interest. Seller shall be credited at the applicable contract price for completed Goods delivered to and accepted by Buyer.

(e) Any provisions of this Contract which expressly or implicitly have effect after termination, or that by their nature extend beyond termination of this Contract, including, without limitation, those provisions relating to warranty, confidentiality, and indemnity, will survive such termination.

11. PERMITS, TAXES, LICENSES, TARIFFS AND DUTIES

(a) Unless otherwise agreed in writing or in accordance with subject Incoterms 2020 as agreed upon Seller shall be responsible for and shall pay any and all applicable tariffs and duties imposed upon the Goods and shall obtain and pay for any and all export and import licenses or permits necessary for performance of this Contract.

(b) Unless otherwise agreed in writing by Buyer the prices in this Contract will be exclusive of VAT but inclusive of all other charges and taxes. Seller will provide Buyer with a VAT valid and formally correct invoice to enable Buyer to claim back VAT, if any. Buyer will use reasonable efforts to make sure that any taxes withheld are minimized to the extent possible under applicable laws and will provide all the necessary documents to enable Seller to claim the withholding tax refund under the applicable tax treaty, if any. Seller will be responsible for any withholding tax that it is unable to recover. For the purposes of this paragraph, withholding taxes are defined as any withholding tax or other deductions and obligations imposed by whatever legal, governmental, or other authority to payments made by Buyer to Seller.

(c) If (i) Buyer shall be unable to obtain an export or import license for any Goods purchased for export or import; or (ii) applicable laws, regulations, or rules become effective or a material change in exchange rates occurs after the date of this Contract, thereby making it difficult or impossible for Buyer to export or import such Goods, or causing an increase in any tax, duty, fee, or other exaction or other increase in Buyer's cost with respect to the Goods or resale thereof, Buyer, at its option, may terminate this Contract as to any and all undelivered Goods without any liability.

(d) For each ocean shipment, Seller must provide Buyer with required Importer Security Filing data elements (Buyer's Contract Number for the shipment, Automated Manifest System Bill of Lading Number, Master Bill of Lading Number, House Bill of Lading Number, Ocean Carrier Name or SCAC designation, Vessel Name and Voyage, Date of Sailing, Port of Loading, whether the shipment is a Full Container Load or a Less than Full Container Load, Country of Origin, Seller's Invoice Number, Seller Name and Address, Manufacturer Name and Address, Consolidator Name and Address, and Container Stuffing Location Name and Address) in the time-frame required (no less than seventy-two (72) hours in advance of the scheduled departure of the vessel to the U.S.) to the specified Buyer contact in the format specified (Buyer's 10+2 Information Form). Seller's failure to timely provide the required data elements or provision of inaccurate data elements will result in (i) any resulting penalties (including liquidated damages, attorneys' fees, etc.) issued to Buyer from U.S. Customs and Border Protection; (ii) any resulting Losses incurred by Buyer from the resulting detention of a shipment; and/or (iii) any resulting Losses incurred by Buyer from the resulting removal of a shipment from consolidation and/or rerouting of a shipment, being charged to Seller's account.

12. FURTHER ASSURANCES

(a) For Seller's goods to be imported into the U.S., Seller shall accept, implement, and comply with all applications, recommendations, or requirements of U.S. Customs and Border Protection's CTPAT program. At Buyer's or U.S. Customs and Border Protection's request, Seller shall certify in writing, acceptance, implementation, and compliance, with the CTPAT program and any accompanying recommendations and guidelines.

(b) Buyer reserves the right to request from Seller full and complete disclosure of material and chemical composition as necessary to meet customer and regulatory reporting requirements.

(c) Seller is required to provide product material content reports for all products, parts, components, and raw materials sold to Buyer. This reporting includes, but is not limited to, full and complete material composition and substances of concern as defined by Buyer.

(d) Seller is required to provide Buyer with Safety Data Sheets for all supplied hazardous substances or products containing hazardous substances, as defined under 29 CFR 1910.1200 and other applicable regulations. Seller shall promptly deliver to Buyer any updates or amendments to such information provided pursuant to this Section 12, including those made to address the United Nations Globally Harmonized System of Classification and Labeling of Chemicals' requirements and any new information relating to the safety, safe handling, environmental impact, or disposal of the subject products.

13. COMPLIANCE WITH LAWS

(a) Seller represents, warrants, and covenants that it has complied and will continue at all times to comply with, all applicable federal, state, and local laws and regulations (the pertinent language of which is hereby incorporated by reference) including, but not limited to, all relevant EEO/AA and child labor laws, orders, and regulations. Seller certifies specific compliance with E.O. 11246; the Rehabilitation Act of 1973; the Vietnam Era Veterans Readjustment Act of 1972, and the Rehabilitation Act of 1973, all as amended.

(b) Seller represents, warrants, and covenants that it has complied with and will continue at all times to comply with all Trade Control Laws in the performance of this Contract and in the import, export, re-export, shipment, transfer, and use of the Goods, any materials used in such Goods, or any related technical data. Seller specifically agrees that it will not export, re-export, import, or otherwise transfer, directly or indirectly through any third parties or otherwise, the Goods, any inputs or materials used in such Goods or any related technical data to or from, or originating in, or for use within, Cuba, Iran, Myanmar (Burma), North Korea, Russia, the Crimea region of Ukraine, or Syria or any other country that is designated as a sanctioned country by the U.S. government or to, from or for use by any party included on, or owned or controlled by a party included on, any of the restricted party lists maintained by the U.S. government, including, but not limited to, the Specially Designated Nationals List administered by the U.S. Treasury Department's Office of Foreign Assets Control and the Denied Persons List, Unverified List, or Entity List maintained by the U.S. Commerce Department's Bureau of Industry and Security.

(c) Seller represents, warrants, and covenants that it has complied and will continue at all times to comply with all applicable corruption laws including, but not limited to, the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act and the laws of the country(ies) in which the Goods are delivered or produced.

(d) Seller will not, in connection with any business transactions involving the Buyer, directly or indirectly, transfer anything of value or make an offer, promise, or authorization to give anything of value to any government official, a family member thereof, employee of a government-controlled company, political party, or other private (non-government) persons or entities working on behalf of any government in order to obtain any improper benefit or advantage or induce such person to act improperly. Seller warrants that no money paid to Seller as compensation or otherwise has been or will be used by Seller to pay any bribe, kickback, or facilitation payment in violation of applicable laws.

14. ARBITRATION AND JURISDICTION

(a) Any claim or controversy arising out of or relating to this Contract, any of the transactions contemplated hereby, or any of the Goods ("Controversies"), shall be brought exclusively in the State or Federal Courts located in the City and State of New York, U.S.A. The parties each hereby submit to the personal jurisdiction of said courts for that purpose. Service of any process in such suit may be effected by any manner authorized by such court or, in lieu thereof, by certified mail to the party to be served. Any judgments of such courts may be enforced in any court having jurisdiction of the parties or the subject matter. BUYER AND SELLER HEREBY

IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING AND AS TO ANY CONTROVERSIES (WHETHER BASED UPON CONTRACT, TORT, VIOLATION OF LAW OR OTHERWISE).

(b) At Buyer's sole and exclusive option, and without waiver of Buyer's ability to secure injunctive relief in aid of arbitration or specific performance and regardless of whether either party shall have previously commenced suit pursuant to subparagraph (a) above, any Controversies shall be settled by an arbitration proceeding to be conducted in the City and State of New York, U.S.A. in accordance with the commercial arbitration rules of the American Arbitration Association and the award of the arbitrators shall be final, binding, and conclusive on the parties. Judgment upon the award may be entered in any court having jurisdiction of the parties or the subject matter. The arbitrators shall not have the power to change, modify, or alter any express provision of this Contract or to render an award which has such effect and to that extent the scope of their authority is limited.

15. MISCELLANEOUS

(a) Seller shall not (and shall cause its employees and agents to not), directly or indirectly, disclose by any means to any person any information acquired as a consequence of this Contract associated with any business, affairs, or property of Buyer without Buyer's prior written consent, except as is absolutely necessary to perform this Contract. Upon request, Buyer shall release Seller from its non-disclosure obligations hereunder with respect to information which was or became without violation hereof generally available to the general public or is required to be disclosed by law, court order, or legal process. Seller shall promptly notify Buyer of receipt of such order or process.

(b) The formation, validity, construction, and performance of this Contract shall be governed by and construed under the laws of the State of New York, U.S.A., without reference to the conflict of laws principles thereof. Unless the context otherwise requires, ICC Incoterms as prevailing on the date of this Contract shall govern the trade terms herein. The parties expressly agree that the application of the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded and shall not apply to this Contract.

(c) Any notice, request, consent, or demand to either party shall be given in writing, by hand delivery, overnight courier, first class mail, or email to the address of such party set forth on the Purchase Order.

(d) Neither this Contract nor any rights or obligations hereunder shall be assigned or delegated by Seller without the prior written consent of Buyer, in its sole discretion, and any attempted assignment or delegation without such consent shall in no event relieve Seller in whole or in part of its obligations hereunder.

(e) A failure by either party to enforce at any time any provision hereof shall not constitute a waiver of such provision or of the right of such party thereafter to enforce such provision.

(f) If any provision hereof is invalid or unenforceable in any jurisdiction, then, to the fullest extent permitted by law (i) the other provisions hereof shall remain in full force and effect in such

jurisdiction and shall be liberally construed in favor of Buyer in order to carry out the intentions of the parties hereto as nearly as may be possible; and (ii) the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction.

(g) The headings in this Contract are for purposes of reference only and shall not affect the meaning hereof.

(h) The relationship between the parties is that of independent contractors. Nothing contained in this Contract 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. No relationship of exclusivity shall be construed from this Contract.

(i) The rights and remedies under this Contract are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.