

## GENERAL TERMS AND CONDITIONS OF SALE

### G. BOPP USA INC.

These general terms and conditions of sale (these "**Terms**") shall govern the sale and delivery by or on behalf of G. Bopp USA Inc. ("**G. Bopp**") to any of its customers ("**Buyer**") of all products including but not limited to off the shelf products and products made for Buyer pursuant to Buyer's specifications with respect to material, manufacturing and quantity (collectively, the "**Products**") and all transactions incidental thereto. No other terms or conditions shall be of any effect unless otherwise specifically agreed upon by G. Bopp in a written notice duly executed by an authorized officer of G. Bopp. If Buyer finds any provision of these Terms not acceptable, Buyer must not place any order with G. Bopp. Any additional or different terms or conditions contained in Buyer's Order (as defined below), response to G. Bopp's confirmation, or any other form or document supplied by Buyer are hereby expressly rejected and have no force or effect. Delivery of the Products by G. Bopp does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms. The issuance of an Order (as defined below) by Buyer to G. Bopp or any communication or conduct of Buyer which confirms an agreement for the delivery of the Products, as well as acceptance in whole or in part by Buyer of any delivery of Products by G. Bopp, shall be construed as Buyer's acceptance of these Terms.

#### 1. OFFERS, ORDERS AND CONFIRMATION

- (a) Unless otherwise specified by G. Bopp in writing, all offers made by G. Bopp are valid for the period on the respective quote provided by G. Bopp (if any) and may be revoked by G. Bopp for any or no reason at any time.
- (b) Buyer shall issue to G. Bopp orders for the purchase of Products in written form (e.g., email) (each, an "**Order**"). By issuing an Order to G. Bopp, Buyer makes an offer to purchase the Products pursuant to these Terms and the terms set forth on such Order.
- (c) G. Bopp may refuse an Order for any or no reason. No Order is binding on G. Bopp until G. Bopp's acceptance of the Order in writing, the issuance of any governmental permit, license, or authority to G. Bopp, as may be required under applicable laws, rules and regulations and the receipt by G. Bopp of a resale license to be provided by Buyer to the extent applicable (a "**Confirmed Order**").
- (d) Specifications and other information on drawings, data sheets, pictures, plans, brochures, catalogs or G. Bopp's website shall not be binding on G. Bopp unless such specifications and information have been agreed to in writing by G. Bopp in a Confirmed Order. Notwithstanding a Confirmed Order, G. Bopp shall have no obligation to deliver Products to, or otherwise fulfill any of its obligations set forth in a Confirmed Order if Buyer is in breach of any of its obligations hereunder or any Confirmed Order.
- (e) In the event Buyer cancels a Confirmed Order for any reason, Buyer shall bear all of G. Bopp's costs and expenses associated with such cancellation, including but not limited to cost of raw materials, labor and storage.

#### 2. PRICE CHANGES: DELIVERY TERMS

- (a) Prices for the Products shall be as set forth on G. Bopp's current price list which is available on request. Price quotations for specially made Products will be furnished by G. Bopp on request. Buyer hereby acknowledges and agrees that the prices in any Confirmed Order

are subject to an increase due to circumstances that have led or may reasonably lead to an increase in the costs of G. Bopp in manufacturing the Products (including but not limited to the higher cost or shortages of raw materials, or energy, performance of, delay or failure to perform by G. Bopp's vendors, suppliers, gas, energy and utility companies, and/or changes in laws, rules or regulations such as import and export laws ). Such increase in price in the Confirmed Order, shall take effect upon G. Bopp's written notice to Buyer which shall be deemed as an amendment to the applicable Confirmed Order.

- (b) The price of the Products shall not include packaging, sales or use tax or any other similar applicable federal, state or foreign taxes, excises, tariffs, duties, levies and other charges in any jurisdiction in connection with the sale, delivery, shipping and handling of the Products that G. Bopp or G. Bopp's affiliates may be required to pay or collect with respect to the manufacture, sale, shipment and import of the Products or any component thereof into the United States ("**Taxes**"), unless so indicated in the Confirmed Order. Such Taxes shall be payable by Buyer, and if G. Bopp is responsible for the collection thereof, such Taxes shall either be added to the price invoiced or be separately invoiced by G. Bopp to Buyer. In the event Buyer intends to claim an exemption from any of such Taxes, Buyer shall provide to G. Bopp the applicable certificate of exemption or such other document issued by the competent government authority and such other document that G. Bopp may reasonably require from Buyer. Should any unforeseeable increases in G. Bopp's cost of materials or labor occur after the date of any Confirmed Order, G. Bopp shall, in its sole discretion, be entitled to increase the agreed prices accordingly.
- (c) Notwithstanding Section 1(c), G. Bopp reserves the right to correct errors on any Confirmed Order or invoice (including but not limited to the purchase price or quantity of the Products).
- (d) G. Bopp may deliver, and Buyer shall accept delivery of, the specified shipment quantities on the agreed delivery dates; except that G. Bopp may, notwithstanding the quantity on the Confirmed Order, ship a quantity which is ten (10%) percent greater or lesser than the quantity designated for shipment under the Confirmed Order. Buyer agrees to purchase and pay for the actual quantity delivered by G. Bopp. If the parties fail to mutually agree upon quantities and delivery dates, Buyer shall accept all Products as and when reasonably shipped by G. Bopp.

### **3. TERMS OF PAYMENT**

- (a) All invoices shall be due and payable by Buyer within thirty (30) days from the invoice date, unless otherwise agreed by the parties in writing. Payments shall be by check, ACH or wire transfer and shall be received by G. Bopp within said thirty (30) day period. Buyer shall be solely responsible for any bank fees, or other fees incurred due to the check deposit, wire transfer or any other selected payment method. Buyer shall make payments without a cash discount or offset, and G. Bopp shall not be required to incur any expense to receive timely payment in full as required by these Terms and each applicable Confirmed Order (together, this "**Agreement**"). In no event shall any loss, damage, injury or destruction, force majeure or any other event beyond Buyer's control release Buyer from its obligation to make the payment required herein.
- (b) If Buyer fails to make payment when due under Section 3(a), G. Bopp may charge interest to Buyer at the rate of one and one-half (1 1/2%) percent per month or the lesser amount

permitted by law. The specification or charging of interest shall not be deemed an agreement to extend credit.

- (c) In the event G. Bopp becomes aware of circumstances or has reason to believe that there are circumstances that may have an adverse effect on Buyer's financial condition, G. Bopp may, at G. Bopp's sole discretion, require the Buyer to pay the total amount of the purchase price, or a portion thereof prior to the delivery of the Products, or cancel any or all outstanding Confirmed Orders. G. Bopp may, without any liability to Buyer, refuse the delivery of any Product in the event the Buyer fails to make the payment as required under this Section 3.
- (d) Time is of the essence for the payment of all amounts due to G. Bopp under any Confirmed Order. If Buyer fails to comply with this Agreement, or if Buyer becomes insolvent, all balances then due and owing to G. Bopp shall become due immediately, notwithstanding any payment terms agreed by the parties. All costs and expenses incurred by G. Bopp with respect to the collection of overdue payments (including, without limitation, reasonable attorney's fees, expert fees, and other expenses of litigation) shall be borne by Buyer. Every payment by Buyer shall first be applied to pay for G. Bopp's cost of collection, then interest owed by Buyer, and then to the oldest outstanding claim.

#### **4. SECURITY INTERESTS**

If G. Bopp extends credit to Buyer for the purchase price for any Products (including but not limited to the possible extension of credit pursuant to Section 3(a)), or any other amounts due to G. Bopp, Buyer hereby grants to G. Bopp as security for the timely payment and performance of all Buyer's payment obligations to G. Bopp, a first priority security interest (the "**Security Interest**") in all Products heretofore or in the future delivered to Buyer and in the proceeds thereof for as long as such Products shall not have been sold by Buyer in the ordinary course of business (the "**Collateral**"). G. Bopp shall be entitled to file any and all financing, continuation or similar statements under the Uniform Commercial Code in any jurisdiction, and take any and all other action necessary or desirable, in G. Bopp's sole and absolute discretion, to perfect its Security Interest in the Collateral and to establish, continue, preserve and protect G. Bopp's Security Interest in the Collateral. Buyer agrees to take any and all actions and provide G. Bopp with all information necessary to enable G. Bopp to perfect and enforce its Security Interest in all jurisdictions and vis-à-vis any of Buyer's creditors, and hereby irrevocably grants to G. Bopp a power of attorney to execute all necessary statements or documents in Buyer's name for the perfection and enforcement of such Security Interest. The Security Interest shall remain in force until payment in full of the entire purchase price for such Products, and any other amounts due to G. Bopp by Buyer. G. Bopp may, without notice, change or withdraw extensions of credit at any time.

#### **5. OBLIGATIONS OF BUYER**

- (a) In connection with this Agreement, Buyer shall in a timely manner (i) perform Buyer's duties and tasks under the applicable Confirmed Order, and such other duties and tasks as may be required to permit G. Bopp to deliver the Products; and (ii) make available any data, information, materials (including Buyer's products that will be processed by or on behalf of G. Bopp), equipment, tools, components, and other resources as may be agreed with G. Bopp or otherwise required by G. Bopp from time to time ("**Buyer Resources**"). Buyer represents and warrants that all such Buyer Resources are accurate, complete, free of defects and compatible with the Products, and comply with G. Bopp's specifications (if

any) and applicable laws, rules and regulations. Unless otherwise agreed by the parties in writing, Buyer shall be responsible to send the Buyer Resources to G. Bopp or a third party as may be instructed by G. Bopp, and shall bear the cost and risk of loss for the transportation of such Buyer Resources.

- (b) If Buyer fails to meet its obligations hereunder or the applicable Confirmed Order, including but not limited to Buyer's breach of its payment obligations or warranties hereunder, or misrepresentations, or if G. Bopp has reason to believe that Buyer is not able to fulfill its obligations hereunder, G. Bopp may, in addition to its rights under Section 3(c), without any liability to Buyer, refuse the delivery of the Products until Buyer has fulfilled its obligations hereunder.
- (c) Buyer shall use the Products solely for their intended purpose and agrees to use only qualified personnel for the handling of the Products.

## **6. DELIVERY AND ACCEPTANCE**

- (a) Buyer may not cancel Confirmed Orders without G. Bopp's prior written consent and agrees to pay cancellation charges, as may be determined by G. Bopp.
- (b) Unless otherwise agreed in writing by G. Bopp, Products shall be sold and delivered Ex Works (4 Bill Horton Way, Wappingers Falls, NY 12590) Incoterms 2020 and title to and risk of loss for the Products shall pass to Buyer upon delivery pursuant to this Section 6(b).
- (c) Any delivery and performance times or dates communicated by or on behalf of G. Bopp are estimates and shall not be binding on G. Bopp. G. Bopp may make partial delivery of Products under any Confirmed Order and invoice Buyer separately for such partial deliveries (each subject to Section 2(d)). In no event shall G. Bopp be liable for any delay in delivery of the Products, and no delay in delivery of any Products shall relieve Buyer of its obligation to accept the delivery thereof and make payment of any amounts due in accordance with this Agreement, including but not limited to delays caused by Buyer's failure to fulfill its obligations under Section 5 or governmental restrictions on exports, imports or similar measures.
- (d) Buyer's failure to accept the delivery of Products pursuant to this Agreement shall not release or excuse Buyer from its obligation to timely pay all amounts due in connection with the applicable Confirmed Order. The Products shall be deemed delivered at the time the Products have been made available to Buyer pursuant to Section 6(b). If Buyer rejects or revokes acceptance of the Products, or fails to pay any amounts when due, G. Bopp, in its sole and absolute discretion, may extend the period of delivery of Products as G. Bopp may deem reasonable, or withhold or cancel delivery of any Products, or cancel any or all Confirmed Orders without any further obligations to Buyer whatsoever. In such event Buyer shall be responsible for any and all costs and expenses incurred, or damages or losses suffered by G. Bopp in connection with any such delay notwithstanding any action or inaction by G. Bopp with regard to such delay.
- (e) Promptly upon receipt of any Products, Buyer shall conduct a full and complete inspection of such Products as to any defects and confirm compliance with all requirements of the applicable Confirmed Order. Buyer shall notify G. Bopp in writing of any defects, or non-compliance of such Products with the applicable Confirmed Order that Buyer has or could

reasonably have discovered during such inspection within eight (8) days from the date of receipt of such Products.

- (f) If Buyer fails to timely notify G. Bopp of any defects or other non-compliance of any Products delivered or Buyer uses, destroys, or modifies any Products that Buyer knows or should have known to be defective or non-compliant without G. Bopp's prior written consent, Buyer shall be deemed to have unconditionally accepted such Products and waived all of its claims for breach of warranty or otherwise in respect of such Products.
- (g) Products that G. Bopp consents or directs Buyer in writing to be returned shall be returned to G. Bopp at Buyer's sole risk and expense to the destination directed by G. Bopp.
- (h) Complaints of Buyer in connection with the shipping or transport shall be directed to the carrier promptly upon receipt of the delivery or the freight documents.

## **7. FORCE MAJEURE**

G. Bopp shall not be liable to Buyer or any other person for any failure or delay in the performance of any obligation under this Agreement due to events beyond its reasonable control, including, but not limited to fire, storm, flood, earthquake, explosion, accident, acts of the public enemy, terrorism, wars, riots and public disorder, sabotage, strikes, lockouts, labor disputes, labor shortages, work slowdown, stoppages or delays, shortages or failures or delays of energy, materials, supplies or equipment, transportation embargoes or delays, acts of God, breakdown in machinery or equipment, pandemics, epidemics, acts or regulations of the federal, state or local governments (each such event or condition, a "**Force Majeure**"). In the event of a Force Majeure, Buyer shall not be liable for delay or failure to take the Products as ordered due to any such event, except that Buyer shall be liable to pay to G. Bopp the applicable amounts when due, for any Products already in transit or specially made for Buyer. When any Force Majeure shall have ceased, this Agreement shall continue in full force.

## **8. SPECIALLY MADE GOODS**

Irrespective of G. Bopp's participation in design, preparation of or copying of Products or furnishing of advice or information G. Bopp shall not be liable to Buyer or a third person for any damages resulting from Buyer's specifications or Buyer Resources, and Buyer assumes full responsibility for its specifications and Buyer Resources and the implementation or use thereof by G. Bopp or a third party.

## **9. CLAIMS, WARRANTIES AND LIMITATIONS OF LIABILITY**

- (a) Subject to the limitations under Section 9(c), G. Bopp warrants to Buyer that the Products will be free of defects in material and workmanship and conform with the agreed specifications set forth in the applicable Confirmed Order for a period of one (1) year from the date of delivery (the "**Limited Product Warranty**").
- (b) Unless expressly agreed to in writing by G. Bopp, G. Bopp does not represent nor warrant that the Products comply with applicable law, rules or regulations in any jurisdiction in which the Products may be sold or marketed or that the Products are compatible with certain products, machines or equipment. Any governmental or other approvals necessary in connection with the sale, marketing, distribution or use of the Products shall be Buyer's sole responsibility.

- (c) The Limited Product Warranty shall be void if the Defect (as defined below) resulted (in full or in part) from (i) Buyer's specifications, (ii) Buyer Resources or the use or implementation thereof, (iii) improper or inadequate installation, use, storage, handling, operation, maintenance, unauthorized alteration, modification or repair of the Products, (iv) acts or omissions of Buyer or third parties following delivery of the Product, (v) Force Majeure, or (vi) ordinary wear and tear of the Products.
- (d) In the event of an alleged breach of the Limited Product Warranty (a "**Defect**"), Buyer shall, send to G. Bopp for review its claims of Defect via email or such other method or to an address as may be determined by G. Bopp from time to time.
- (e) With G. Bopp's prior approval and at Buyer's sole expense, Buyer shall send the Product with an alleged Defect to G. Bopp. G. Bopp shall within a reasonable period conduct the necessary tests on such Product. If G. Bopp confirms the Defect, G. Bopp shall, at its sole option, repair or replace the Product (such Product with a confirmed Defect, a "**Defective Product**"). In the event G. Bopp is unable to repair or replace the Defective Product within a reasonable time, G. Bopp may, at its sole discretion, issue a refund to Buyer in the amount G. Bopp deems adequate. Such repair, replacement, or refund shall be the sole liability of G. Bopp and the sole remedy of Buyer with respect to a Defect. In no event shall any claims of Defects be made after the expiration of the Limited Product Warranty period. Any Products or parts thereof removed and replaced by G. Bopp under this Section 9(e) shall be the property of G. Bopp. The Limited Product Warranty period for Products repaired or replaced under this Section 9(e) shall not start anew.
- (f) Except for the Limited Product Warranty, G. Bopp makes no other warranties with respect to the Products, and no person is authorized to make any warranties on behalf of G. Bopp that are inconsistent with the warranties set forth under this Section 9. ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED AND DISCLAIMED.
- (g) TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT MAY BUYER BRING ANY ACTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT UNLESS SUCH ACTION IS COMMENCED WITHIN TWO YEARS AFTER THE CAUSE OF ACTION HAS ACCRUED.

#### **10. LIMITATION OF LIABILITY; INDEMNIFICATION**

- (a) IN NO EVENT SHALL G. BOPP BE LIABLE TO BUYER FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, REVENUE, GOODWILL OR USE, WHETHER IN AN ACTION IN CONTRACT, TORT, STRICT LIABILITY, OR IMPOSED BY STATUTE, OR OTHERWISE, EVEN IF G. BOPP WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY OF THE TERMS CONTAINED HEREIN, G. BOPP'S LIABILITY FOR ANY CLAIM – WHETHER BASED UPON CONTRACT, TORT, EQUITY, NEGLIGENCE OR ANY OTHER LEGAL CONCEPT – SHALL IN NO EVENT EXCEED THE PURCHASE PRICE PAID BY BUYER FOR THE SPECIFIC PRODUCT THAT GAVE RISE TO SUCH CLAIM. BUYER HEREBY ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS AGREEMENT FAIRLY ALLOCATE THE RISKS BETWEEN G. BOPP AND BUYER, THAT G. BOPP'S PRICING

REFLECTS THIS ALLOCATION OF RISK, AND BUT FOR THIS ALLOCATION AND LIMITATION OF LIABILITY, G. BOPP WOULD NOT HAVE ENTERED INTO AN AGREEMENT WITH BUYER TO SELL PRODUCTS TO BUYER.

- (b) G. Bopp shall not be liable for, and Buyer assumes fully responsibility and shall indemnify, defend and hold G. Bopp and any third party harmless from and against, any and all claims, losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, incurred by G. Bopp or any third party, including without limitation claims for personal injury or property damages, arising out of, resulting from or related to (i) Buyer's specifications and/or the implementation thereof by G. Bopp or third parties, (ii) Buyer Resources and/or the use or implementation thereof by G. Bopp or third parties; (iii) infringement of third party rights resulting from, related to or in connection with Buyer's specifications or Buyer Resources, (iv) the improper or inadequate installation, use, storage, handling, operation, maintenance or unauthorized alteration, modification or repair of the Products, (v) Buyer's failure to properly communicate G. Bopp's instructions and warnings to users of the Products, (vi) Buyer's incorrect claim for exemption from Taxes, (vii) disclosure of personally identifiable information to G. Bopp without adequate authorization, or (viii) non-compliance with applicable laws, rules and regulations.
- (c) In jurisdictions that limit or preclude limitations or exclusion of remedies, damages, or liability, such as liability for gross negligence or willful misconduct or do not allow implied warranties to be excluded, the limitation or exclusion of warranties, remedies, damages or liability set forth in this Agreement are intended to apply to the maximum extent permitted by applicable law, and this Agreement shall be deemed amended to comply with such limitations or exclusions. Buyer may also have other rights that vary by state, country or other jurisdiction.

## **11. CONFIDENTIALITY**

- (a) "**Confidential Information**" means: any know-how, trade secrets, and other business or technical information of G. Bopp that is confidential or proprietary or, due to its nature or under the circumstances of its disclosure, the Buyer knows or has reason to know should be treated as confidential or proprietary, including but not limited to quotations, drawings, project documentation, samples and models.
- (b) Confidential Information does not include information that: (i) is or becomes generally known to the public through no fault or breach of this Agreement by the Buyer; (ii) is rightfully known by the Buyer at the time of disclosure without an obligation of confidentiality; (iii) is independently developed by the Buyer without use of Confidential Information; (iv) is rightfully received by the Buyer from a third party without restriction on use or disclosure; or (v) is disclosed with G. Bopp's prior written approval.
- (c) Buyer shall not use Confidential Information except as necessary to use the Products and will not disclose such Confidential Information to any third party except to those of its employees, agents, subcontractors or representatives who have a bona fide need to know such Confidential Information to enable Buyer to use the Products; provided that each such employee, agent, subcontractor and/or representative is/are bound by a written agreement that contains use and nondisclosure restrictions not less stringent than the terms set forth in this Section 11. Buyer will employ all reasonable steps to protect G.

Bopp's Confidential Information from unauthorized use or disclosure, including, but not limited to, all steps required to protect its own information of like importance. The foregoing obligations will not restrict the Buyer from disclosing Confidential Information: (i) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the Buyer gives reasonable notice to G. Bopp to contest such order or requirement; (ii) to its legal or financial advisors that are bound by confidentiality obligations and on a need-to-know basis; and (iii) as required under applicable securities regulations.

- (d) In the event of a violation or threatened violation of Buyer's obligations under this Section 11, G. Bopp shall be entitled to seek equitable relief, including in the form of a restraining order, orders for preliminary or permanent injunction, specific performance and any other relief that may be available from any court, without the requirement to secure or post any bond or any other type of security, or show actual monetary damages in connection with such relief. These remedies shall not be deemed to be exclusive but in addition to all other remedies available under this Agreement, at law, or in equity.

## **12.DATA PROTECTION**

- (a) Any collection, processing and use of personally identifiable information provided by bUYER to G. Bopp (if any) is governed by G. Bopp's privacy policy which can be found at <https://www.bopp.com/en/privacy-policy> as such may be amended by G. Bopp from time to time.
- (b) Buyer hereby represents and warrants that it has adequate consent for the disclosure of personally identifiable information to G. Bopp and G. Bopp's processing and use thereof. In no event shall Buyer provide to G. Bopp any personally identifiable information if G. Bopp's use or processing thereof may constitute a violation of the applicable data protection laws, rules or regulations.

## **13.GOVERNING LAW, JURISDICTIONS, WAIVER OF JURY TRIAL**

- (c) This Agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to any choice or conflict of law provision or rule that would defer to or cause the application of the substantive laws of any jurisdiction other than New York. The parties hereby expressly exclude the application of the 1980 United Nations Convention on Contracts for the International Sale of Goods.
- (d) Any dispute, controversy or claim arising out of or relating to this Agreement, including but not limited to the execution, performance or termination thereof or to any issue of liability arising out of the performance of this Agreement, which the parties have not been able to settle amicably shall be submitted to the exclusive jurisdiction of the state or federal courts with jurisdiction in the City of New York, State of New York, Borough of Manhattan, provided that notwithstanding the foregoing, G. Bopp shall be entitled to seek specific performance and injunctive relief in any court of competent jurisdiction (at the selected venue pursuant to this section or another court). Each party hereby waives any and all claims, pleas or defenses (including without limitation a plea for forum non conveniens) that would permit such party to seek the jurisdiction of any courts or arbitration tribunals other than those set forth in the preceding sentence.



- (e) EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT.

#### **14. MISCELLANEOUS**

- (a) If any provision contained in this Agreement is held by final judgment of a court of competent jurisdiction to be invalid, illegal or unenforceable, such invalid, illegal or unenforceable provision shall be severed from the remainder of this Agreement, and the remainder of this Agreement shall be enforced. In addition, the invalid, illegal or unenforceable provision shall be deemed to be automatically modified, and, as so modified, to be included in this Agreement, as applicable, such modification being made to the minimum extent necessary to render such provision valid, legal and enforceable.
- (b) G. Bopp may assign its rights and/or delegate its obligations under this Agreement at any time. Buyer may not assign its rights or delegate its obligations under this Agreement without G. Bopp's prior written consent.
- (c) G. Bopp's waiver of any breach or violation of this Agreement by Buyer shall not be construed as a waiver of any other present or future breach or breaches by Buyer.
- (d) Notices by a party regarding the exercise of rights and obligations under this Agreement must be signed by authorized representatives of such party, and delivered via courier, mail or e-mail to the other party's address indicated in the applicable Confirmed Order, provided that a notice by e-mail shall only be validly given if receipt thereof is acknowledged in writing by the recipient.
- (e) The parties hereto are independent contractors and nothing in this Agreement will be construed as creating a joint venture, partnership, employment or agency relationship between the parties.
- (f) These Terms, including the applicable Confirmed Order, constitute the entire and exclusive agreement of the parties regarding the subject matter hereof and supersede any and all prior or contemporaneous agreements, communications, and understandings (both written and oral) regarding such subject matter. In the event of a conflict between the provisions of these Terms and the provisions of a Confirmed Order, the provisions of the Confirmed Order will govern and control. G. Bopp may amend or modify these Terms from time to time. G. Bopp may, at its sole discretion, provide Buyer with written notice of any such changes, revisions, amendments or modifications, provided, however that any such changes, revisions, amendments or modifications shall become effective without any further action by any party and that they shall not apply to any Confirmed Order prior to the effective date of such changes, revisions, amendments or modifications. Terms defined in the singular hereunder include the plural and vice-versa.