

The items described in this document, as well as in the quotation and/or proposal (“Quotation”), which refer to the price, specifications, quantities, shipment arrangements and other transaction-specific terms set forth in these Terms and Conditions of Sale (collectively, the “Terms”) are as follows: “Buyer” refers to the party specified on the first page of the Quotation. “Seller” refers to the party issuing the Quotation. “Goods” refers to the equipment specified in this Quotation. “Services” refers to maintenance, repair, operational, commissioning, installation and/or other services specified in the Quotation. Upon Buyer’s acceptance of the Quotation, Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, the Goods and/or Services pursuant to the terms of these Terms.

**1. Acceptance, Entire Agreement.** Notwithstanding any contrary language in Buyer’s purchase order (“Purchase Order”), each order shall be subject to acceptance by an authorized employee of Seller and each transaction shall be governed exclusively by these Terms. Such acceptance is expressly limited to these Terms and any additional or different terms proposed by Buyer are automatically rejected unless expressly assented to in writing by Seller. No contract shall exist except as hereinabove provided. These Terms constitute the entire agreement between Seller and Buyer (the “Agreement”) and supersede any prior written or oral agreements among them respecting the within subject matter. There are no representations, agreements, arrangements, or understandings, oral or written, between or among the parties hereto relating to the subject matter hereof that are not fully expressed herein. No course of prior dealings or usage of trade shall be relevant to, supplement, or explain any term used herein or constitute a waiver of these terms, conditions, or limitations.

**2. Scope of Supply.** Seller’s scope of supply of Goods shall be as stated in Seller’s Quotation. Seller may make such changes in design, materials and construction of Goods, components or parts as Seller considers desirable, provided that such changes do not have a material adverse effect on the performance of the Goods. Further, Seller may furnish suitable substitutes for materials unobtainable on reasonable terms because of shortages, or because of priorities or regulations established by governmental authorities.

**3. Price, Price Change, Quotations.** Unless otherwise stated by Seller, prices quoted are FCA (Incoterms® 2020)

Seller’s specified shipping point. The price is subject to change at any time, without notice, (i) if changes in governmental actions affect the landing cost of imported goods; or (ii) if any federal, state, or local governmental action taking effect between the date of Seller’s confirmation of the purchase order and the date of delivery, affects the cost of producing or providing the Goods. Prices in accepted Purchase Orders are subject to change as follows: Prices on Goods manufactured by Seller are firm for shipment up to 4 months from the date of acceptance by Seller. Such prices are subject to adjustment if shipment is made after 4 months and up to 12 months from the date of acceptance by Seller at an increase not to exceed 15% where delay is not caused by Seller or its subcontractors. If Goods are shipped after 12 months from the date of acceptance by Seller, prices will be adjusted to those in effect at the time the order is released to manufacturing. Prices for all Goods manufactured by others and furnished with Seller’s Goods, are subject to adjustment to the price charged by such third parties at time of shipment regardless of the date of acceptance by Seller. Seller requires a minimum order value of \$200.

**4. Changes.** Any changes requested by Buyer shall be effective upon written acceptance by Seller. Any changes accepted by Seller which affect the specifications or scope of work or schedule of an order shall entitle Seller to a reasonable adjustment to the price, freight charges, delivery schedule, and/or other terms affected by such change. In the event the parties cannot agree on the adjustment related to requested changes, Seller may elect to stop work on the Purchase Order until the parties agree on the adjustment.

**5. Payment Terms.** Unless otherwise agreed to by the parties, all payments are due in US Dollars and are due Net 30 days (with approved credit) from invoice date. Invoice dates shall be based on the standard invoicing milestones as described below unless both Buyer and Seller have agreed to specific invoicing milestones as listed in the Purchase Order. Seller shall have the option of billing for partial shipments delayed by Buyer. Payments may be made by either check or wire transfer. Payments from Buyer to Seller shall not be contingent upon payment from any third party to Buyer and the payment obligations of Buyer to Seller shall remain unimpaired regardless of disputes which may arise between Buyer and third parties or Buyer and Seller. Payments are payable on the terms set forth herein without deductions for counterclaims, back charges, set-offs, other accounts between Seller and Buyer, which shall be settled independently of the

payment of the invoice, or any other charges or claims of Buyer whatsoever.

Seller reserves the right to require full payment before production, shipment, delivery, or installation for any reason within its sole discretion. A finance charge of 2% per month (or up to the maximum amount permitted under applicable state law) will be assessed on all past due balances. Buyer shall be liable for all of Seller's collection costs (including attorneys' fees and expenses).

**Standard Invoicing Milestones:**

***For orders under \$100,000:***

Progressively invoiced based upon equipment shipment.

***For orders \$100,000 and over:***

30% Invoiced at order placement.

70% Progressively invoiced based upon equipment shipment.

***For orders \$100,000 and over, but which require engineering and approval drawings:***

30% Invoiced at order placement.

40% Invoiced upon Seller's submittal of general dimension drawings for Buyer's approval.

30% Progressively invoiced based upon equipment shipment.

***International Orders:***

Sales under \$100,000 shall be approved on a secured basis as determined by Management. For orders \$100,000 and over, payment terms are 30% of total order value due to Seller with Purchase Order with remaining balance due on a secure basis acceptable to Seller or via irrevocable standby letter of credit to be issued with Purchase Order and payable on sight. Seller will provide their document "Letter of Credit Requirements" for Buyer to generate a draft of the letter of credit for Seller's review and approval before issuance.

**6. Taxes.** Federal, State, and local taxes, duties, tariffs, and import fees (where applicable) are not included in Seller's prices and will be added to the purchase price. Where Seller is required by law to collect any taxes, Seller will bill them to Buyer at the time of delivery unless Buyer furnishes Seller with a proper tax exemption certificate.

**7. Delivery, Title, and Risk of Loss.** All shipments of Goods outside the United States of America shall be made in accordance with FCA (Incoterms® 2020)

Seller's specified shipping point unless Seller has agreed otherwise. All shipments of Goods within the United States of America shall be made FOB, Origin. If Seller is responsible for shipment costs those will be prepaid and added to Buyer's invoice, including a handling charge equal to 15% of total freight charges. In the event freight charges for domestic orders are not known at the time of the equipment invoice, a separate corresponding freight invoice will be issued. Regardless of the Incoterm applicable to the order, title to Goods passes to Buyer at the first carrier, or upon receipt of Buyer's payment, whichever occurs first. Risk of loss or damage in transit shall always be borne entirely by Buyer after the Goods are delivered to the first carrier. However, the right to stop delivery in transit shall remain with Seller until payment in full has been received by Seller. Delay in delivery of the Goods will not be a cause of cancellation of the order by Buyer. Buyer shall inspect the Goods upon receipt thereof and immediately report any damage or shortage to Seller and the carrier. Buyer shall file any claims for shortages or damage with the carrier.

**8. Shipment Date; Storage.** All shipment dates are estimated times provided to Buyer on basis of Seller's best estimate for informational purposes only and are not guaranteed. Seller shall not be liable for loss or damage resulting from Force Majeure (defined below), delays of carriers, or any other causes that are unavoidable or beyond the control of Seller. Any claim for loss of the Goods in transit should be made by Buyer directly with the carrier. If Goods cannot be delivered by reason of Buyer's failure to give shipping instructions, to remit payments due or for any other cause attributable to Buyer, Seller may store Goods, at Buyer's cost and risk, in a manner deemed appropriate by Seller. Storage charges are invoiced with payment terms of Net 10 days.

**9. Force Majeure.** No party shall be deemed in breach of this Agreement for any delay, non-performance, or failure to fulfill any obligation (the "Contractual Breach") so long as and to the extent that such Contractual Breach is caused by any circumstances beyond the parties' control ("Force Majeure"). Force Majeure includes, but is not limited to, strikes, fires, floods, earthquakes, explosions, blockades, embargoes, piracy, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes, diseases, epidemics, travel and other governmental restrictions, shortage of raw materials, or any acts of God. In the event of any such delay, the time for the fulfillment of contractual obligations shall be extended to a period equal to the time (taking into account business conditions

and capacity constraints) lost by the delay. A party invoking this provision shall, as soon as reasonably practicable after the occurrence of any such event, (a) provide written notice to the other party of the nature and extent of any such Force Majeure; and (b) use commercially reasonable efforts to remove any such obstacle and resume performance under this Agreement. A party invoking this provision shall have no liability for any costs, losses, expenses, damages incurred due to Force Majeure. If the performance in whole or in part of any Seller's obligation under the Purchase Order is delayed by reason of Force Majeure for a period exceeding six (6) continuous months, either party may terminate the Purchase Order. The parties will establish by mutual agreement a liquidation settlement. Failure to reach such an agreement shall be deemed to be a dispute and settled as per the dispute clause.

**10. Cancellation.** Purchase Orders shall not be subject to cancellation by Buyer for any reason, except with Seller's written consent and upon terms that will indemnify, defend, and hold harmless Seller against all losses and/or damages. In the event that Seller agrees to such cancellation, Buyer agrees to pay the reasonable cancellation charges mutually agreed to by the parties. Seller may cancel or terminate all or any portion of the Purchase Order (a) if Buyer materially breaches the agreement; or (b) Buyer violates any laws.

**11. Inspection and Conformance of Goods and/or Services.** Buyer shall promptly, but no later than 10 days from the date of delivery (or performance of the Services), inspect all Goods and Services. Goods and Services shall be deemed accepted unless Buyer issues a written notice of major defects within this period. Buyer may only refuse acceptance if the defect significantly reduces the normal and/or contractually stipulated use of the Goods or Services. If the Goods or Services contain defects not entitling Buyer to refuse acceptance, acceptance shall be made under the reservation that the defects are remedied. Buyer's use of the Goods and/or Services shall be deemed to be acceptance. No claims for shortages will be allowed unless reported to Seller within 10 days of delivery. No other claims against Seller will be allowed unless asserted in writing within 30 days of delivery or performance of Services.

**12. Warranty; Exclusive Remedy.** Seller warrants to the Buyer for 12 months from date of initial operation, or 18 months from delivery, whichever occurs first, that Seller manufactured Goods that are the subject of this

sale conform to Seller's published specifications. Seller warrants to Buyer that the Goods shall be delivered free of any encumbrance, and that the Goods designed and manufactured by Seller shall be delivered free from the rightful claim of any third person for direct infringement of patent or copyright. Seller warrants to Buyer for 90 days from the completion of the Services that such Services shall be performed in a good and workmanlike manner. Seller will correct any failure or defect in Goods or the Services within a reasonable time after such notification at a location designated by Seller. If Seller is unable to repair the Goods and/or Services, Seller's sole obligation under its warranty will be, at its option, to: (a) replace the Goods and/or perform the Services, or (b) refund the purchase price. These remedies are Buyer's exclusive remedies for breach of warranty. Any action for breach of warranty must be commenced within 6 months following expiration of the applicable warranty period. Seller makes no warranties with respect to any Goods sold by, but not manufactured by Seller, but Seller will cooperate with Buyer in passing through any warranties received from the manufacturer of such Goods. Any suggestions by Seller or Seller's agents regarding use, application, or suitability of the Goods and/or Services shall not be construed as an express warranty unless confirmed as such in writing by Seller. The warranties contained herein will inure only to the benefit of Buyer and may not be transferred to any other person or entity without Seller's consent.

Some of Seller's equipment include the ability to record and report back diagnostic data about Seller's equipment to help plan preventative maintenance and to alert Seller's service team that a problem has arisen. Buyer agrees to permit the electronic monitoring and electronic transfer of this data to Seller for its sole use in improving device performance. Buyer agrees to maintain an Internet connection with respect to any such equipment. In the event that an Internet connection is unavailable, the Buyer will provide the necessary process data in order for the Seller to conduct remote diagnostics. Buyer also grants Seller permission to cancel or shut down the operating system and software of any such equipment via remote diagnostic tools and Services if Seller, in its discretion, determines that doing so is necessary to protect itself against a threat to its business, equipment, or intellectual property. Seller shall have no liability arising from or relating to Seller's use of diagnostic tools and Services.

Seller's warranties shall not apply to defects or damages caused by: (a) Buyer's failure to provide an installation environment in accordance with the specifications furnished to Seller; (b) Buyer's use of the Goods and/or

Services for purposes other than those for which Seller designed/furnished based on the Buyer's specifications; (c) Buyer's use of unauthorized attachments or modifications to the Goods and/or Services; (d) normal wear and tear; (e) improper maintenance; (f) disregard of operating instructions; (g) damage caused by fire, flood, wind, and/or lightning; or (h) any other abuse or misuse of the Goods and/or Services by Buyer.

If the Agreement is for replacement parts, Buyer warrants that any original components into which these replacement parts will be incorporated are in satisfactory working condition and, to the extent such original components were manufactured by Seller, are not subject to the warranty exclusions described above.

While refurbishing used components and/or equipment, certain deficiencies may exist which are not apparent at the time of inspection, quotation, and/or work. Therefore, if such deficiencies are: (i) discovered in the course of the work, Seller would inform Buyer immediately and only proceed with Buyer's authorization and acceptance of the additional cost (with costs already accumulated being billable to Buyer); or (ii) discovered after completion of the work, Seller assumes responsibility only for workmanship of repair work and components which have been replaced. In the event used components are utilized in the refurbishing process, they are not covered by warranty.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND SUCH IMPLIED WARRANTIES ARE EXPRESSLY DISCLAIMED.

**13. Limitation of Liability.** IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT, OR ANY OTHER LEGAL THEORY. SELLER SHALL NOT BE LIABLE FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OF THE EQUIPMENT OR ANY ASSOCIATED GOODS; COST OF SUBSTITUTE EQUIPMENT; DOWNTIME COSTS; LOSS OF BUSINESS; INTERRUPTION OF BUSINESS; OR CLAIMS OF CUSTOMERS OF BUYER FOR SUCH DAMAGES.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL SELLER BE LIABLE FOR DIRECT DAMAGES EXCEEDING THE PURCHASE PRICE

OF THE GOODS/SERVICES GIVING RISE TO THE LIABILITY.

**14. Indemnification.** Each party agrees to indemnify, defend, and hold harmless the other party from any liabilities, lawsuits, penalties, claims, or demands finally awarded or settled (including the reasonable direct costs, expenses, and reasonable attorneys' fees on account thereof) ("Claims") that may be made by any third party for injuries, including death to persons, or damage to property to the extent caused by the negligent or willful acts or omissions of the indemnifying party, its agents, contractors, or subcontractors. If Buyer and Seller are jointly or concurrently negligent in the performance of this Agreement, then costs from Claims shall be borne by each party in proportion to each party's own negligence. Buyer assumes liability for patent and copyright infringement for Goods made to Buyer's specifications and will defend and indemnify Seller from all related costs (including reasonable attorneys' fees). Buyer and Seller respectively agree to notify the other party promptly, in writing, of any Claims against them for which the other (the indemnifying party) is responsible under this section. Each party shall indemnify, defend, and hold harmless the other party from and against any and all losses in relation to Claims asserted against the other party by the indemnifying party's employees to the extent such Claims are caused by the negligent acts or omissions of the indemnifying party and/or its subcontractors. This indemnification obligation shall be in addition to, and exclusive of the parties' obligations to their respective employees under the relevant workers' compensation laws.

**15. Confidentiality.** "Confidential Information" means any and all information and/or data (whether in oral, written or electronic form) disclosed by either party or by its representatives or agents to the other (or its respective representatives or agents), including but not limited to, any information, technical data, or know-how, relating, research, product plans, equipment, services, customers' names and locations, markets, software, developments, inventions, processes, designs, drawings, specifications, diagrams, engineering, hardware configuration information, calculations, 3D math data, formula and analysis, laboratory testing (including results and reports), marketing or finances, the identity of parties, financial and business plans, strategies and projections, if such information: (A) is, at the time of disclosure or promptly thereafter, marked or otherwise indicated (orally or in writing) as confidential or proprietary by the disclosing party or its representatives or agents; or (B) due to its character or nature would be treated as confidential by a



reasonable person in a like position and under like circumstances.

“Confidential Information” shall not include information the receiving party can demonstrate: (i) was independently developed by the receiving party without use of, reliance on or reference to Confidential Information or other intellectual property of the disclosing party; (ii) is acquired by the receiving party from a third party not under nondisclosure obligations to the disclosing party; or (iii) is or becomes part of the public domain through no breach by the receiving party of this Agreement. The receiving party shall not disclose any Confidential Information of the other party to any third party or use such information itself for any purpose other than for performing its obligations or exercising its rights expressly set out in this Purchase Order unless the receiving party obtains prior written permission from the disclosing party to do so. The receiving party shall maintain the Confidential Information with at least the same degree of care that the receiving party uses to protect its own similar categories of confidential and proprietary information but in no event with less than commercially reasonable and prudent care.

**16. Data Protection.** The parties shall observe the applicable data protection legislation, as well as any implementing, executing, or supplementing provisions, and to ensure compliance with such legislation by its personnel, agents and representatives and subcontractors. In its capacity as data controller, each party may process the personal data (name, contact details, etc.) of the other party, and its agents, representatives, personnel, and subcontractors, to the extent required for customer/supplier management, accounting/financing, and compliance with laws and regulations. Such data may be communicated by the data controller to its subcontractors, affiliates and/or governmental authorities to the extent required for the purposes described above. If any personal data is transferred, the data controller shall ensure that all legal requirements for such transfer are met. The data controller shall grant a right of access to the data subjects concerned with the personal data relating to them and, where appropriate, a right to demand correction or deletion of any erroneous data.

**17. Software.** Buyer represents and warrants that it will comply with the general terms and conditions of software manufacturers for their software products contained in Seller’s Goods. Buyer acknowledges and agrees that each

such software manufacturer’s standard license agreement shall be between the Buyer and such manufacturer and shall govern Buyer’s right to use the software and may be in the form of a “click-to-accept” or “shrink-wrap” license.

**18. Ownership of Work, Intellectual Property.** Seller retains all rights, title, and interest in and to any intellectual property that it provides, develops and/or makes available to Buyer in connection with the performance of this Agreement, including without limitation those embodied in Seller’s Goods, equipment and system designs, control algorithms and other software and computer-related technologies, as well as Seller’s tradenames, trademarks, inventions, patents, copyrights, know-how, ideas, algorithms, concepts and any other related materials provided by Seller hereunder (“Seller Intellectual Property”). Seller will own all improvements to the Seller Intellectual Property, including new Seller Intellectual Property, that arise in connection with this Agreement and either include Seller Intellectual Property or include or are based on Seller Confidential Information.

If Seller generates work product from its Services hereunder to enable Buyer’s intended use of the Goods, then Seller grants to Buyer a non-exclusive, perpetual, non-transferable (except to a buyer of substantially all of the Goods sold hereunder), royalty-free right and license to use Seller’s intellectual property in such work Goods solely in connection with operating and using the Goods sold hereunder for their intended use(s).

Buyer shall not engage in, cause to be engaged in, or permit any reverse engineering of Seller’s Confidential Information, the Goods or the Services, or component parts thereof. “Reverse engineering” is defined as attempting, through analysis (e.g., via disassembly or testing) of any of Seller’s Confidential Information, the Goods or the Services, or component parts thereof or component parts thereof, to determine their functionality and thereby gain the ability to alter or reproduce that functionality. Without limiting the foregoing, “reverse engineering” includes attempts to alter, modify or adapt any software provided by Seller, including but not limited to translating, decompiling, disassembling, or creating derivative works of such software, and Buyer may not take any other steps intended to produce a source code statement of such software or any part thereof without Seller’s express written consent, which can be withheld for any reason.

In case any said Goods or part thereof are legally determined to constitute an infringement and the use for the purpose intended of said Goods or part is enjoined, Seller will not be liable for any such claims of patent infringement: (i) for any Goods or part specified by Buyer or manufactured to Buyer's specification; (ii) for Buyer's use of any Goods furnished hereunder in conjunction with any other goods in a combination not furnished by Seller as a part of this transaction; or (iii) to any patent infringement caused by the process applied to the Goods by the Buyer. As to any such Goods or part, or use in such combination, Seller assumes no liability whatsoever for patent infringement and Buyer will hold Seller harmless against any infringement claim arising therefrom.

Seller reserves all rights not expressly granted herein.

**19. Hazardous Properties of Buyer's Products and Ingredients.** Buyer represents that Buyer's facility in which the Goods will initially reside complies with all fire codes, special safeguarding regulations, and any laws regarding handling of hazardous materials (including NFPA 652 as applicable), and that the current Goods handled in Buyer's facility and its process throughout the plant does not represent a fire or explosive risk, and therefore, does not require to have Kst and Pmax values supplied to Seller. Buyer understands the Goods provided under this Agreement does not contain fire and explosion safety options. Seller is not responsible for any future changes in the material handled by the Equipment included in this Agreement and/or changes to the Kst and Pmax values.

**20. Compliance.**

(a) Seller's performance of its contractual obligations including the provision of Goods (including software and/or technology) or Services is contingent on confirmation that the performance of the contract does not conflict with any laws, including US, EU, & UN (e.g., foreign trade laws, export control regulations, embargos, sanctions, customs regulations).

(b) Buyer shall be obliged to comply with all regulatory requirements applicable to it in connection with the delivery and to indemnify, defend and hold Seller harmless against claims by third parties arising from a breach of such regulations, unless it proves that it is not responsible for the breach. In addition, Buyer shall be obliged, upon Seller's request, to obtain and provide information and documents that are necessary to enable Seller to comply with all regulatory requirements arising from the delivery. Regulatory requirements in this sense

result, for example, but not exclusively, from the following regulations: Product Liability Law, Environmental Protection Law, US Toxic Substances Control Act, Act on Corporate Due Diligence Obligations in Supply Chains, conflict minerals regulations promulgated under US securities laws, Dangerous Goods Regulations, Data Protection Law, Regulations on the protection of business secrets, and all other applicable laws relating to any such similar topics.

(c) Buyer shall ensure that it complies, at all times, with Hillenbrand's Corporate Policies including, but not limited to, Hillenbrand's Supply Chain Transparency Policy, Supplier Diversity Policy, Conflict Minerals Policy, Global Anti-Corruption Policy, Human Rights Policy, Global Environmental Policy, Supplier Standards, and Health and Safety Policy, copies of which are available in English and other languages at <https://ir.hillenbrand.com/corporate-governance/governance-documents>.

(d) In the event of breaches by Buyer of the obligations set out in this Section, Seller shall be entitled to suspend performance of the Order or, at its discretion, decide to rescind or terminate the Order if the breach cannot be remedied within a reasonable period of time or if the breach is material.

(e) Seller shall be entitled to rescind the Order if the execution of the Order violates regulatory requirements, if there is or reason to believe that it could violate regulatory requirements, or if the import or placing on the market of the delivered goods is not possible due to such violation, or if there is reason to believe that the goods cannot be imported or placed on the market. Seller shall be entitled to refuse performance of contractual obligations under the Order if performance would violate the laws or economic sanctions of the United States, the United Kingdom, or the European Union.

(f) In the event of breaches by Buyer of the obligations set out in this Section, Buyer shall be obliged to pay damages unless it proves that it is not responsible for the breach. The damages shall also include reasonable compensation for damage to Seller's reputation.

**21. Independent Contractor.** It is expressly agreed that the parties shall be independent contractors and that the relationship between the parties shall not constitute a partnership, joint venture, or agency. Neither party shall have the authority to make any statements, representations, or commitments of any kind, or to take any action, which shall be binding on the other party, without the prior consent of such other party.

**22. Assignment.** Buyer may not assign any portion of this Agreement in any manner whatsoever without the prior

written consent of Seller, and the Agreement shall be binding on the parties, their successors, and permitted assigns. Any attempted assignment will be void.

**23. Survival.** Any provisions in the Agreement which, by their nature, extend beyond the termination or expiration of any sale of Goods or Services, will remain in effect until fulfilled.

**24. Severability.** If any provision herein is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions herein shall remain in full force and effect.

**25. Governing Law and Settlement of Disputes.** This Agreement and the sale and delivery of Goods or Services hereunder and the Parties rights and liabilities are made under, and pursuant to, the laws of the State of New York, and the parties agree that the applicable law governing this Agreement, its validity, interpretation, subject matter, provisions, and enforceability, shall be the internal laws of the State of New York without regard to conflicts of law principles. Buyer agrees that all causes of action under this Agreement shall be brought in the State or Federal courts of New York, New York, and both parties expressly consent to the jurisdiction of such courts. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply.

During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder, provided Seller shall only be obligated to continue its obligations if Buyer has fulfilled all its payment obligations hereunder. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND INTELLIGENTLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY SUIT, ACTION, OR PROCEEDING RELATED TO THIS AGREEMENT OR ANY PURCHASE ORDER PURSUANT TO THIS AGREEMENT.