

**HANDYTUBE
TERMS AND CONDITIONS OF PURCHASE**

1.APPLICABILITY.

- (A) These terms and conditions of purchase (these "**Terms**") are the only terms which govern the purchase of the goods ("**Goods**") and Services ("**Services**") by HandyTube LLC ("**Buyer**") from the seller named on the reverse side of these Terms ("**Seller**").
- (B) The accompanying purchase order (the "**Purchase Order**") and these Terms (collectively, this "**Agreement**") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. Seller's acceptance of any Purchase Order is conditional upon Seller's acceptance of these Terms, which shall prevail over any terms or conditions in any other documentation provided by Seller in connection with any Purchase Order, regardless of whether or when Seller has submitted any such documentation or terms. Buyer expressly objects to and rejects any additional, different, or conflicting terms proposed by Seller in any quote, order acknowledgement, sales confirmation, or any other document proposed by Seller.

2.ACCEPTANCE. Buyer is not obligated to purchase any Goods or Services until Seller accepts the Purchase Order. The Purchase Order shall be deemed accepted by Seller upon any of the following: (i) Seller's acknowledgement of the Purchase Order; (ii) Seller's commencement of performance; (iii) Seller's acceptance of any payment under the Purchase Order; or (iv) Seller's acceptance of the Purchase Order in writing.

3.MATERIAL TERMS. Seller acknowledges and shall strictly comply with all Terms as to quantity, quality, price, other specifications, and time of delivery, which are essential and material elements of the essence of this Agreement.

4.DELIVERY OF GOODS & PERFORMANCE.

- (A) Seller shall deliver the Goods in the quantities and on the date(s) specified in the applicable Purchase Order or as otherwise agreed in writing by the parties ("**Delivery Date**"). If no Delivery Date is specified, Seller shall use its best efforts to deliver within Buyer's standard delivery schedules as may be communicated to Buyer from time-to-time. If Seller fails to deliver the Goods in full on the Delivery Date, Buyer may terminate this Agreement immediately by providing written notice to Seller and Seller shall indemnify Buyer against any losses, claims, damages, and reasonable costs and expenses directly attributable to Seller's failure to deliver the Goods on the Delivery Date.
- (B) All Goods shall be delivered to the address specified in the Purchase Order (the "**Delivery Point**") during normal business hours or as otherwise instructed by Buyer. Seller shall pack all Goods for shipment according to Buyer's instructions or, if there are no instructions, in a manner sufficient to ensure that the Goods are delivered in undamaged condition. Seller must provide Buyer prior written notice if it requires Buyer to return any packaging material. Return of any such packaging material shall be made at Seller's risk of loss and expense.
- (C) Seller shall provide the Services to Buyer as described in the Purchase Order or in accordance with Schedule A hereto, as applicable, and these Terms.
- (D) Seller acknowledges that time is of the essence with respect to Seller's obligations hereunder and the timely delivery of the Goods and Services.

5.QUANTITY. If Seller delivers more than the quantity of Goods ordered, Buyer may reject all or any excess Goods. Any such rejected Goods shall be returned to Seller at Seller's sole risk and expense. If Buyer does not reject the Goods and instead accepts the delivery of Goods at the increased or reduced quantity, the Price for the Goods shall be adjusted on a pro-rata basis.

6.SHIPPING TERMS. Unless otherwise stated in the Purchase Order, delivery shall be made DDP (Incoterms 2020) Delivery Point. The Purchase Order number must appear on all shipping documents, shipping labels, bills of lading, air waybills, invoices, correspondence and any other documents pertaining to the Purchase Order. Buyer shall not be charged for freight or

packing unless otherwise specifically set forth on the face of the Purchase Order.

7.TITLE & RISK OF LOSS. Title and risk of loss or damage passes to Buyer upon delivery of the Goods at the Delivery Point.

8.INSPECTION & REJECTION OF NONCONFORMING GOODS.

- (A) Buyer has the right to inspect the Goods on or after the Delivery Date, notwithstanding prior payment. It is understood and agreed that payment shall not constitute acceptance of the Goods. Buyer, at its sole option, may inspect all or a sample of the Goods. Buyer, at its sole option, may retain or reject all or any portion of the Goods if it determines the Goods are nonconforming or defective, all without waiver of any claim Buyer may have for Seller's breach, including, without limitation, the right to damages and the right to cancel this Agreement.
- (B) If Buyer rejects any portion of the Goods, Buyer has the right, effective upon written notice to Seller, to: (a) rescind this Agreement and any Purchase Order in its entirety; (b) accept the Goods at a reasonably reduced price; (c) rework the Goods and charge Seller (or deduct from amounts owed to Seller) the cost of reworking the nonconforming Goods; or (d) reject the Goods and require full refund or replacement of the rejected Goods. If Buyer requires replacement of the Goods, Seller shall, at its sole expense, promptly replace the nonconforming or defective Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective Goods and the delivery of replacement Goods. If Seller fails to timely deliver replacement Goods, Buyer may replace them with goods from a third party and charge Seller the cost thereof and terminate this Agreement or any individual Purchase Order(s) for cause pursuant to Section 22. Any inspection or other action by Buyer under this Section shall not reduce or otherwise affect Seller's obligations under the Agreement, and Buyer shall have the right to conduct further inspections after Seller has carried out its remedial actions.

9.PRICE. The price of the Goods and Services is the price stated in the Purchase Order (the "**Price**"). If no Price is included in the Purchase Order, the Price shall be the price set out in Seller's published price list in force as of the date of the Purchase Order. Unless otherwise specified in the Purchase Order, the Price includes all packaging, transportation costs to the Delivery Point, insurance, customs duties, fees and applicable taxes, including, but not limited to, all sales, use or excise taxes. No increase in the Price is effective, whether due to increased cost of raw materials, components, parts, production, labor, storage, transport, fuel, electricity, permitting, tariffs and/or fluctuation in rates of exchange or otherwise, without the prior written consent of Buyer.

10.PAYMENT TERMS. Seller shall issue an invoice to Buyer on or any time after the completion of delivery and only in accordance with these Terms. Buyer shall pay all properly invoiced amounts due to Seller within forty-five (45) business days after Buyer's receipt of such invoice, except for any amounts disputed by Buyer in good faith. All payments hereunder must be in US dollars. Without prejudice to any other right or remedy it may have, Buyer reserves the right to set off at any time any amount owing to it by Seller against any amount payable by Buyer to Seller under this Agreement. In the event of a payment dispute, Buyer shall deliver a written statement to Seller listing all disputed items and providing a reasonably detailed description of each disputed item. The parties shall seek to resolve all such disputes expeditiously and in good faith. Seller shall continue performing its obligations under this Agreement notwithstanding any such dispute.

11.SELLER'S OBLIGATIONS REGARDING SERVICES. Seller shall:

- (A) before the date on which the Services are to start, obtain, and at all times during the term of this Agreement, maintain, all necessary licenses and consents and comply with all relevant laws applicable to the provision of the Services;
- (B) comply with all rules, regulations and policies of Buyer, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by Buyer to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures;

- (C) maintain complete and accurate records relating to the provision of the Services under this Agreement, including records of the time spent and materials used by Seller in providing the Services in such form as Buyer shall approve. During the term of this Agreement and for a period of two (2) years thereafter, upon Buyer's written request, Seller shall allow Buyer to inspect and make copies of such records and interview Seller personnel in connection with the provision of the Services;
- (D) obtain Buyer's written consent prior to entering into agreements with or otherwise engaging any person or entity, including all subcontractors and affiliates of Seller, other than Seller's employees, to provide any Services to Buyer (each such approved subcontractor or other third party, a "**Permitted Subcontractor**"). Buyer's approval shall not relieve Seller of its obligations under the Agreement, and Seller shall remain fully responsible for the performance of each such Permitted Subcontractor and its employees and for their compliance with all of the Terms of this Agreement as if they were Seller's own employees. Nothing contained in this Agreement shall create any contractual relationship between Buyer and any Seller subcontractor or supplier;
- (E) require each Permitted Subcontractor to be bound in writing by the confidentiality provisions of this Agreement, and, upon Buyer's written request, to enter into a non-disclosure or intellectual property assignment or license agreement in a form that is reasonably satisfactory to Buyer;
- (F) in connection with Buyer's toll manufacturing requirements, require Permitted Subcontractors to: (i) adequately protect all materials supplied by Buyer, including, without limitation, scrap material, against loss or damage caused by fire, hazardous materials, heat, water, theft, or other causes; (ii) maintain all scrap material supplied by Buyer in a safe and secure location, free from contamination or other pollutants; (iii) confirm that the material supplied by Buyer conforms to the requirements set forth in the Purchase Order prior to commencing performance; and (iv) return all unused scrap materials to Buyer, including written confirmation estimating the gross and net weight of scrap materials returned and referencing the relevant Purchase Order number;
- (G) take appropriate steps to ensure Permitted Subcontractors are bound by or otherwise at all times in compliance with these Terms;
- (H) ensure that all persons, whether employees, agents, subcontractors, or anyone acting for or on behalf of Seller, are properly licensed, certified or accredited as required by applicable law and are suitably skilled, experienced and qualified to perform the Services;
- (I) ensure that all of its equipment used in the provision of the Services is in good working order and suitable for the purposes for which it is used, and conforms to all relevant legal standards and standards specified by Buyer; and
- (J) keep and maintain any Buyer equipment in its possession in good working order and shall not dispose of or use such equipment other than in accordance with Buyer's written instructions or authorization.

12.CHANGE ORDERS. Buyer may at any time and without notice to any sureties or assignees, by written instructions and/or drawings issued to Seller (each a "**Change Order**"), order changes to the specifications, designs, packing and testing instructions, quantities, destination, and delivery schedules for the Goods and Services. Seller shall submit to Buyer a firm cost proposal for each Change Order within five (5) business days after Seller receives the Change Order. If Buyer accepts such cost proposal, the adjustment in price and terms shall be agreed upon in a written amendment to the Purchase Order, and Seller shall proceed with the changed Services subject to the cost proposal and the Terms of this Agreement. Seller acknowledges that a Change Order may or may not entitle Seller to an adjustment in Seller's compensation or the performance deadlines under this Agreement. If Buyer and Seller are unable to agree upon an equitable adjustment in prices or terms of the Purchase Order with respect to any change specified in this Section, then Buyer reserves the right to cancel any further deliveries under the Purchase Order, making payment on a pro-rata basis for any Goods previously accepted by Buyer.

13.CONFIGURATION MANAGEMENT. Seller shall notify Buyer of any change to be made to process of manufacturing the Goods to be delivered under this Agreement PRIOR to implementing the change. For purposes of this clause "**change**" is defined as changes to manufacturing processes, test processes, inspection processes, raw material, purchased parts, or otherwise, even if such change does not affect form, fit, function or require a revision to the drawing(s), specification(s), or part number(s). Any change to the process of manufacturing the Goods that requires revision(s) to the drawing(s),

specification(s), or part number(s) requires Buyer written approval PRIOR to the implementation of such change.

14.ENTRY; AUDIT; INSPECTION. Seller agrees that Seller's (and Seller's suppliers') facilities, materials, books, and records so far as they relate to the performance of this Agreement (to the extent consistent with laws and regulations), shall at all practical times be subject to review, inspection, and audit by any authorized representative of Buyer, any authorized representative of Buyer's customer, or any authorized government representative. Under no circumstance shall Buyer's customer or government representative enter the Seller's facility regarding Buyer's Goods without Buyer being present, unless specifically authorized in advance by Buyer.

15.WARRANTIES.

- (A) Unless otherwise agreed by the parties in writing, Seller warrants to Buyer that from the Delivery Date, all Goods will: (i) be free from any defects in workmanship, material and design; (ii) conform to applicable specifications, drawings, designs, samples and other requirements specified by Buyer; (iii) be fit for their intended purpose and operate as intended; (iv) be merchantable; (v) be free and clear of all liens, security interests or other encumbrances; and (vi) not infringe or misappropriate any third party's patent or other Intellectual Property Rights. These warranties survive any delivery, inspection, acceptance or payment of or for the Goods by Buyer.
- (B) Seller warrants to Buyer that it shall: (i) perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services, (ii) shall devote adequate resources to meet its obligations under this Agreement, (iii) none of the Services, Work Product and Buyer's use thereof infringe or will infringe any Intellectual Property Right of any third party, and, (iv) the Services and Work Product will be in conformity in all respects with all requirements or specifications stated in the Purchase Order or in accordance with Schedule A hereto, as applicable, and these Terms.
- (C) The warranties set forth in this Section 15. are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of Buyer's discovery of the noncompliance of the Goods or Services with the foregoing warranties. If Buyer gives Seller notice of noncompliance pursuant to this Section, Seller shall, at its own cost and expense, promptly: (i) replace or repair the defective or nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming Goods to Seller and the delivery of repaired or replacement Goods to Buyer; and, if applicable (ii) repair or re-perform the noncompliant Services.

16.INTELLECTUAL PROPERTY RIGHTS.

- (A) Buyer is and will be the sole and exclusive owner of all right, title, and interest throughout the world in and to all Work Product (defined below), including all Intellectual Property Rights (defined below) therein.
- (B) For the purposes of this Agreement: (i) "**Intellectual Property Rights**" means any and all rights arising in the US or any other jurisdiction throughout the world in and to: (a) patents, patent disclosures, and inventions (whether patentable or not); (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, and other similar designations of source or origin, together with the goodwill symbolized by any of the foregoing; (c) copyrights and works of authorship (whether copyrightable or not), including computer programs, mask works, and rights in data and databases; (d) trade secrets, know-how, and other confidential or proprietary information; and (e) all other intellectual property, in each case whether registered or unregistered, and including all registrations and applications for such rights and renewals or extensions thereof; and all similar or equivalent rights or forms of protection in any part of the world; "**Work Product**" means the Goods and all other writings, technology, inventions, discoveries, processes, techniques, methods, ideas, concepts, research, proposals, and materials, and all other work product of any nature whatsoever, that are created, prepared, produced, authored, edited, modified, conceived, or reduced to practice by or on behalf of Seller solely or jointly with Buyer or others (a) in the course of performing the Services or other work performed by or on behalf of Seller in connection with the Services or the Agreement or (b) at any time during the term of the Agreement or the 12-month period after expiration or termination of the Agreement based on, derived from, or otherwise using Buyer's

Confidential Information or Buyer Materials (defined below) or resulting from any use of Buyer's facilities, personnel, or other resources, and all printed, physical, and electronic copies and other tangible embodiments of any of the foregoing.

- (C) Seller shall promptly make full written disclosure to Buyer of all inventions that constitute Work Product and shall at all times keep and maintain adequate, current, accurate, and authentic records of all Work Product. Such records may be in the form of notes, sketches, drawings, flow charts, electronic files, laboratory notebooks, reports, or any other format that may be specified by Buyer. The records shall at all times be the exclusive property and Confidential Information of Buyer, and Seller agrees not to remove such records from Buyer's premises, except as may be expressly permitted by Buyer in its written policies or by its prior written consent.
- (D) Seller acknowledges and agrees that any and all Work Product that qualifies as "work made for hire" as defined in the Copyright Act of 1976 (17 U.S.C. § 101) is hereby deemed "work made for hire" for Buyer and all copyrights therein shall automatically and immediately vest in Buyer. To the extent that any Work Product does not constitute "work made for hire," Seller hereby irrevocably assigns to Buyer and its successors and assigns, for no additional consideration, Seller's entire right, title, and interest in and to the Work Product and all Intellectual Property Rights therein, including the right to sue, counterclaim, and recover for all past, present, and future infringement, misappropriation, or dilution thereof, and all rights corresponding thereto throughout the world.
- (E) As between Buyer and Seller, Buyer is, and shall remain, the sole and exclusive owner of all right, title, and interest in and to any documents, specifications, data, know-how, methodologies, software, and other materials provided to Seller by Buyer ("**Buyer Materials**"), including all Intellectual Property Rights therein. Seller shall have no right or license to reproduce or use any Buyer Materials except solely during the term of the Agreement to the extent necessary to perform its obligations under the Agreement. All other rights in and to the Buyer Materials are expressly reserved by Buyer.

17. GENERAL INDEMNIFICATION. Seller shall defend, indemnify and hold harmless Buyer and Buyer's parent company, as well as their respective subsidiaries, affiliates, successors and assigns and their respective directors, officers, shareholders and employees (collectively, "**Indemnitees**") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "**Losses**") arising out of or occurring in connection with the Goods and Services purchased from Seller or Seller's negligence, omissions, willful misconduct or breach of the Terms. Buyer's damages shall include, without limitation, the cost of replacing the Goods or Services covered by the Agreement and any consequential damages, including but not limited to loss of profits and claims made by Buyer's customers. Seller shall, if requested by Buyer, at Seller's own cost and expense, defend any such claim or action brought against Buyer or those using or selling Buyer's products. Seller shall not enter into any settlement without Buyer's prior written consent.

18. INTELLECTUAL PROPERTY INDEMNIFICATION. Seller shall, at its expense, defend, indemnify and hold harmless Buyer and any Indemnitee against any and all Losses arising out of or in connection with any claim that Buyer's or Indemnitees' use or possession of the Goods or use of the Services infringes or misappropriates the Intellectual Property Rights of Buyer or the patent, copyright, trade secret or other Intellectual Property Right of any third party. In no event shall Seller enter into any settlement without Buyer's or Indemnitee's prior written consent.

19. LIMITATION ON LIABILITY. IN NO EVENT SHALL BUYER BE LIABLE TO SELLER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT BUYER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

20. COMPLIANCE.

- (A) Seller shall comply with all applicable laws, regulations, and ordinances. Seller warrants that all Goods and Services furnished under this Agreement and all labeling, tagging, manufacturing, and testing thereof will comply with all applicable federal and state laws, rules, regulations, orders, and ordinances from time to time in effect. Seller shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement. Seller shall furnish Buyer with appropriate written certificates of compliance with such laws, rules, regulations, orders, and ordinances. Seller also warrants that all labels and tags will contain adequate and accurate information with respect to use, safety, and treatment and will not be misleading.
- (B) Seller shall comply with all export and import laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by Seller. Seller assumes all responsibility for shipments of Goods requiring any government import clearance. Buyer may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on Goods.
- (C) Seller shall comply fully at all times with applicable national and international anti-bribery rules, including, without limitation, the U.S. Foreign Corrupt Practices Act, the UK Bribery Act 2010, and any other applicable EU, OECD and Council of Europe anti-bribery rules. Seller shall not offer, make, promise to make, or authorize the making of any gift or payment of money or anything of value either directly or indirectly for purposes of (a) influencing any act or decision of any government official or political party (or candidate thereof) (each, an "**Official**"); (b) inducing an Official to do or omit to do any act in violation of the lawful duty of that Official; or (c) inducing an Official to use influence with a non-U.S. government or instrumentality to facilitate Seller's performance of its obligations under the Agreement.
- (D) Seller shall ensure all Goods, materials, and components, as applicable, satisfy the requirements of AS5553, AS6174, AS9100, ISO 9001, ISO 10012, AND/OR ISO17025.

21. GOVERNMENT CONTRACTS. If the Agreement relates to a government contract, Seller shall comply with all applicable federal, state, or local laws, rulings, and regulations relating to government procurement, including appropriate provisions of the Federal Acquisition Regulations (FAR) and Defense Federal Acquisition Regulations (DFAR). Government contract orders that are also regulated by the International Traffic in Arms Regulations (ITAR) require Seller to register as a defense-related manufacturer or exporter. If a license or other prior approval is required under ITAR or the Export Administration Regulations (EAR), such license or other approval must be obtained before providing any controlled technical data to a foreign person. If the Agreement has a government rating, the Seller shall follow all requirements of the Defense Priorities and Allocations System Regulation.

22. TERMINATION.

- (A) In addition to any remedies that may be provided under these Terms, Buyer may terminate this Agreement or any individual Purchase Order(s) with immediate effect upon written notice to Seller, either before or after the acceptance of the Goods or Seller's delivery of the Services: (i) if Seller fails to make delivery of the Goods or perform the Services within the time specified herein; (ii) if Seller has not performed or complied with any of these Terms, in whole or in part; or (iii) for any other reason in Buyer's sole discretion.
- (B) In the event Buyer terminates this Agreement or any individual Purchase Order(s) for default as provided in Section 22(A), Seller shall be responsible for any excess procurement cost and all other damages incurred by Buyer as a consequence of such default.
- (C) If Seller becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors, then Buyer may terminate this Agreement upon written notice to Seller.
- (D) If Buyer terminates the Agreement for any reason, Seller's sole and exclusive remedy is payment for the Goods received and accepted and Services accepted by Buyer prior to the termination.
- (E) Upon termination or expiration of the Agreement, Seller shall return all Buyer equipment and other property in Seller's (and/or Seller's Permitted Subcontractors') possession in good working order.

23.SETOFF. Buyer may set off any amount due from Seller to Buyer from any amounts due to Seller under this Agreement.

24.WAIVER. No waiver by Buyer of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by a duly authorized representative of Buyer. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

25.CONFIDENTIAL INFORMATION. All non-public, technical, confidential or proprietary information of Buyer, including but not limited to, Work Product, Buyer Materials, specifications, samples, blueprints, patterns, designs, plans, drawings, documents, data, engineering data for production, processes, product know-how, report specifications, business operations, customer lists, pricing, discounts, rebates or features of all equipment, gauges, parts, patterns, and tools, disclosed by Buyer to Seller, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement ("**Confidential Information**") is confidential, solely for the purpose of performing this Agreement and may not be disclosed or copied unless authorized in advance by Buyer in writing. Seller shall not use such Confidential Information in the design, manufacture, or production of any goods or for any other purchase, or for the manufacture or production of larger quantities than those specified, except with the express consent in writing of Buyer. Seller, including its agents, employees and representatives shall exercise extreme caution to prevent disclosure of such Confidential Information to third parties. Upon Buyer's request, Seller shall promptly return all documents and other materials received from Buyer. Buyer shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Seller at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party. The obligations of this Section shall survive the completion of performance and expiration or termination of this Agreement.

26.INSURANCE. During the term of this Agreement, Seller shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to: (i) commercial general liability in a sum no less than \$1,000,000 per occurrence for property damage, bodily injury and personal injury; \$2,000,000 general aggregate including premises and ongoing operations, independent contractors, completed operations, and contractual liability and \$2,000,000 completed operations aggregate; (ii) automobile liability in a sum no less than \$1,000,000 combined single limit per accident for bodily injury including owned, hired and non-owned automobile liability; (iii) worker's compensation and in amounts sufficient under applicable law and employer's liability in a sum no less than \$1,000,000 each accident, \$1,000,000 policy disease limit and \$1,000,000 each employee; and (iv) surplus or 'umbrella' liability in a sum no less than \$5,000,000 agreement on a follow form basis over each of the foregoing policies. Upon Buyer's request, Seller shall provide Buyer a valid certificate of insurance. The certificate of insurance shall include a) copies of the additional insured, primary non-contributory, and waiver of subrogation endorsements and b) the following statement: "HandyTube LLC is included as an additional insured on the general liability, automobile liability and umbrella liability policies on a primary and non-contributory basis over any other insurance available to HandyTube LLC. With respects to the commercial general liability, auto liability, workers compensation and umbrella policies, a waiver of subrogation is included in favor of HandyTube LLC and its affiliates. A 30-Day Notice of Cancellation applies on all policies." The receipt of and review of the certificates of insurance or other forms of proof of coverage by Buyer shall not relieve Seller from its insurance obligations or reduce or modify such insurance obligations. Seller's failure to comply with these provisions shall not reduce or relieve Seller from its obligations or liabilities as set forth by these Terms.

27.FORCE MAJEURE. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such party's (the "**Impacted Party**") failure or delay is caused by or results from the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, epidemic, pandemic or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of this Agreement; and (f) national or regional emergency. For the avoidance of doubt, a change in economic or market conditions does not constitute a

Force Majeure Event. The Impacted Party shall give notice within five (5) business days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of thirty (30) days following written notice given by it under this Section 27, the other party may thereafter terminate this Agreement upon ten (10) business days' written notice.

28.ASSIGNMENT. Seller shall not assign, transfer, delegate or subcontract any of its rights or obligations under this Agreement without the prior written consent of Buyer. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the Seller of any of its obligations hereunder. Buyer may at any time assign or transfer any or all of its rights or obligations under this Agreement without Seller's prior written consent to any affiliate or to any person acquiring all or substantially all of Buyer's assets.

29.RELATIONSHIP OF THE PARTIES. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

30.NO THIRD-PARTY BENEFICIARIES. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

31.GOVERNING LAW. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Delaware, United States of America without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Delaware.

32.SUBMISSION TO JURISDICTION. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Delaware in each case located in the City of Wilmington and County of New Castle and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

33.NOTICES. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the parties at the addresses set forth on the face of the sales confirmation or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, internationally recognized express courier, such as FedEx or DHL (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

34.SEVERABILITY. If any term or provision of this Agreement is invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

35.SURVIVAL. Select provisions of these Terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Compliance with Laws, Confidential Information, Governing Law, Submission to Jurisdiction, Warranties, General Indemnification, Intellectual Property Indemnification, and Survival.

36.AMENDMENT AND MODIFICATION. These Terms may only be amended or modified in writing stating specifically that it amends these Terms and is signed by an authorized representative of each party.

**SCHEDULE A
SERVICES**

[NB: Unless otherwise included in Purchase Order, the scope of Services shall be included here.]