

GENERAL TERMS AND CONDITIONS OF SALE

- (1) **GENERAL; DEFINITIONS.** Unless otherwise agreed in writing by TEWS of America Corp. ("TEWS"), the terms and conditions contained herein with respect to the purchase and sale of goods and services hereunder constitute the entire agreement between TEWS and Customer with respect to the subject matter hereof, and supersede all prior communications and agreements between the parties. TEWS shall not be bound by any additional or different terms whether printed in Customer's purchase orders or otherwise, or in any other communications from Customer to TEWS unless specifically agreed to by TEWS in writing. For the avoidance of doubt, any and all provisions contained in Customer's terms and conditions are expressly rejected, including, without limitation, any "Pay when Paid" or "Pay if Paid" or like provisions and any indemnification requirements sought to be imposed on TEWS. Acceptance by TEWS of any purchase order as evidenced by the Purchase Order Confirmation attached hereto (the "Purchase Order Confirmation") for TEWS' goods or services, and Customer's acceptance of any estimate or proposal by TEWS is expressly limited to and conditioned upon these General Terms and Conditions of Sale (the "Terms", and together with the Purchase Order Confirmation, the Pricing Schedule (as defined below), and invoices delivered after the date hereof by TEWS to Customer, the "Agreement"), which may not be changed or waived except in writing signed by both parties.
- As used herein: (a) "Customer" means the person or entity that accepts a proposal or estimate from TEWS for the sale of Product(s) (as defined below) or whose Order (as defined below) for Product(s) is accepted by TEWS and who is named on the Purchase Order Confirmation attached to this Agreement; (b) "Order" means an order for Product(s) placed by Customer with TEWS, and accepted by TEWS as evidenced by the parties signatures on the signature pages attached to this Agreement; and (c) "Product(s)" means the products and any related services ordered by Customer and shall include all products, equipment, parts, materials, accessories and any related services furnished to Customer described on the Pricing Schedule attached to this Agreement. Notwithstanding the foregoing, the terms and conditions applicable to any services purchased by Customer from TEWS, or otherwise delivered in connection with this Agreement or the Product(s), whether related to installation, repairs or otherwise, shall be governed by the Terms and Conditions governing the provision of such services published by the affiliate of TEWS providing such services to Customer.
- (2) **APPROVAL DOCUMENTATION.** Before TEWS commences work, TEWS must be in receipt of a copy of this Agreement duly executed by Customer, and Customer must have approved in writing all drawings and plans submitted by TEWS or its affiliates, if any. Customer's failure, refusal or omission to furnish all necessary information required for TEWS or its affiliates to complete any technical inspection of the installation location, including without limitation, documents and drawings requested by TEWS, or to approve all drawings or specifications as requested by TEWS, or to promptly respond to inquiries of TEWS shall cause an automatic extension of the delivery, and/or completion date equal to at least the number of business days caused to be lost by the Customer's action or non-action and a corresponding increase in price to compensate for such conditions.
- (3) **SHIPMENT AND DELIVERY.** Unless otherwise specifically agreed to in writing, Product(s) shall be CPU (Customer Pick-up) at TEWS' warehouse located at Riley Life Fulfillment 2525 Whilden Drive, Dock 10-15, Durham, NC 27713, USA. Partial Orders may be fulfilled in the sole discretion of TEWS. Unless otherwise agreed to by TEWS, all shipping and delivery dates are approximate and are contingent upon prompt receipt by TEWS of all necessary information that may be requested from the Customer. The time to make the Product(s) available for pick-up by Customer after an executed version of this Agreement is received by TEWS is estimated to be at least 12 to 16 weeks from the date of this Agreement and may be greater based on the specific Product(s) included in any Order. TEWS assumes no responsibility or liability for any delays in manufacturing or the time in which the Product(s) are made available for pick-up by Customer. Further, TEWS assumes no responsibility for any delays, breakage, or damage after the time the Customer, or carrier on Customer's behalf, has picked up the Product(s), at which time all risk of loss for any cause passes to Customer. The Customer, or a carrier on its behalf, shall take possession of the Product(s) directly from TEWS' warehouse located at 1053 E Whitaker Mill Rd Ste 115, Dock # 145, Raleigh, NC 27604, USA. Unless otherwise provided in the Order, once an Order has been released to manufacturing and a date for pick-up has been communicated to Customer as evidenced by an invoice delivered by TEWS to Customer using Customer's contact information on the Purchase Order Confirmation attached to this Agreement, any request by Customer to change the date of pick-up or shipping shall constitute a change order and separate documentation shall need to be prepared to address any such changes. To delay a shipment, Customer must deliver a signed delayed shipment form, in a form reasonably acceptable to TEWS, to TEWS before the original pick-up date as set forth on the invoice referenced above. At that time, Customer shall pay the full remaining Purchase Price (as defined below) not already paid by Customer and risk of loss shall pass to Customer as of the original pick-up date. In addition, storage fees, which shall be quoted separately, will apply. Title to the Product(s) shall not pass to Customer until Customer has paid the full amount of the Purchase Price for the applicable Product(s) to TEWS, and Customer has otherwise satisfied all of its payment obligations under this Agreement.
- (4) **CLAIMS FOR SHORTAGES AND SHIPPING DAMAGE.** No claim for shortages in Orders shall be considered by TEWS unless presented to TEWS in writing within ten (10) days after Customer's receipt of the Product(s). All claims for breakage or other damage due to shipment or handling shall be made to the carrier, if any, by Customer within ten (10) days after Customer's receipt of the Product(s).
- (5) **PRICE.** Subject to any adjustments set forth herein, the price for Product(s) shall be the price expressly quoted by TEWS to Customer (the "Purchase Price") and as set forth on the Pricing Schedule or estimate attached hereto (the "Pricing Schedule"). The Purchase Price set forth in any estimate included as the Pricing Schedule attached hereto shall expire thirty (30) days after the date of any such estimate, unless the same is incorporated into a duly executed copy of this Agreement signed by TEWS and Customer. Unless otherwise agreed to in writing, pricing includes standard packaging for domestic shipment, raw material and production costs, but does not include the following, which Customer shall also pay for and be entirely responsible for the provision of: shipping labels; waybills, handling charges; freight charges; special packaging; and any insurance requested by Customer. Without limiting any of the foregoing, at Customer's expense, once Customer has been notified that the Product(s) are ready for pick-up by receipt of TEWS' invoice stating the same, Customer may provide TEWS with a pre-paid shipping label for Orders within the continental United States which TEWS will apply to the Product(s) packaging prior to pick-up by a carrier on Customer's behalf. TEWS assumes no responsibility for any incorrect application of any such shipping labels. Foreign shipments placed with TEWS may require additional charges for documentation, duties, taxes, and other charges related to the import and export cost of the Product(s), and overseas packaging. Such charges shall be calculated by and paid for by Customer. In the event that Customer causes or requests changes to be made that affect delivery, installation, specifications, completion dates or otherwise, Customer shall reimburse TEWS for any expense incurred by TEWS as a result of each such charge or delay upon presentation by TEWS of a simple invoice itemizing such costs.

Customer shall provide TEWS with at least three (3) business days advance notice of Customer's expected pick-up time of the Product(s) included in any Order. Customer and TEWS shall coordinate a mutually agreeable time for the Product(s) to be picked-up by Customer or a carrier on Customer's behalf. If TEWS is requested to store the Product(s) after they are ready for shipment for a period of more than thirty (30) days, the Purchase Price is subject to a one percent (1%) increase for each month or part thereof that pick-up is delayed by Customer beyond such thirty (30) day period. Any Product(s) not picked up by Customer within a one hundred and eighty (180) day period from the stated pick-up date in the invoice delivered to Customer, may, at TEWS' option, be subject to a new price estimate or cancelled by TEWS, in its discretion, and subject to the cancellation charges provided in Section (9) of these Terms.

Notwithstanding the foregoing, in the event TEWS' cost to manufacture, deliver, or otherwise provide any Product(s) included in an Order increases by 5% or more before such Product(s) is made available to Customer, TEWS may, upon five (5) days' written notice to Customer, increase the Purchase Price of such Product(s) by an amount equal to the excess of such 5% increase.

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No payment due TEWS shall be withheld or subject to retainage for any reason without TEWS' prior written consent, including back charges. Any back charges made by Customer prior to TEWS' written approval shall be the sole responsibility of Customer.

- (6) **SUBSTITUTION OF PARTS AND COMPONENTS.** In the event any delay in transportation, defect or delay in the performance of any supplier or subcontractor, obsolescence, or inability to obtain necessary materials or components results in the inability of TEWS or its affiliates to procure or manufacture any part included in any Product(s), TEWS and its affiliates shall have the right to procure, manufacture, and use any substantially similar part in replacement thereof. TEWS shall provide the Customer with notice of the substitution of any parts or components.
- (7) **PAYMENT AND CREDIT.** Unless otherwise expressly provided in the Agreement, payment of at least 33% of the Purchase Price shall be due on the date the Agreement is executed by Customer and delivered to TEWS. An additional 33% of the Purchase Price shall be due and payable upon Customer's receipt of TEWS' invoice for the applicable Product(s) notifying the Customer that the Product(s) are ready for pick-up or shipment. The remainder of the Purchase Price shall be due upon the completion of installation of the Product(s) by the affiliate of TEWS performing installation services and Customer's receipt of a final invoice from TEWS. If partial orders are made, payments for such partial Orders shall become due in the manner as set forth above, with at least 33% of the Purchase Price being due at the time the Agreement is executed by Customer and delivered to TEWS, and the remainder of the pro rata portion of the Order being due and payable upon Customer's receipt of TEWS' invoices for the applicable Product(s) described in this Section (7). In addition, TEWS may require progress payments unless otherwise agreed to by the parties in writing. TEWS may, at any time and in its sole discretion, modify the terms of payment originally specified to include payment in advance. Title to the Product(s) shall not pass to Customer until Customer has paid the full amount of the Purchase Price for the applicable Product(s) to TEWS, and Customer has otherwise satisfied all of its payment obligations under this Agreement.

TEWS' obligation to fulfill an Order subject to this Agreement is subject to TEWS' credit review of Customer. Any delay resulting from a credit review may result in a delay in Product(s) being made available for pick-up by Customer, which delay shall not subject TEWS to any liability. If Customer prepays the full Purchase Price or makes a deposit equivalent to the full Purchase Price in some other form acceptable and approved by TEWS at the time this Agreement is signed, TEWS may determine not to conduct a credit review of Customer.

For Orders outside the Continental United States, Canada or Puerto Rico, TEWS may require an irrevocable letter of credit or similar guarantee of payment acceptable to TEWS. For all other Orders, TEWS reserves the right, in its sole discretion, to require Customer to provide letters of credit or similar guarantees of payment acceptable to TEWS.

TEWS reserves the right to add a late charge of 1.5% of the principal amount due at the end of each month, or the maximum allowable legal interest rate, if a lesser amount, to any account outstanding beyond the due date. If TEWS must resort to legal action to collect amounts due, all reasonable costs and expenses, including attorneys' fees and interest, shall be added to the amounts due.

- (8) **TAXES.** Unless expressly set forth on the Pricing Schedule attached to this Agreement, the Purchase Price does not include any present or future sales, use, excise, value added or similar taxes or any increase in such taxes. Consequently, in addition to the Purchase Price specified herein, the amount of any present or future sales, use, excise, value added or similar taxes or increase in such taxes applicable to the sale or use of Product(s) hereunder shall be paid by Customer, or in lieu thereof and if acceptable to TEWS in its sole discretion, Customer may provide TEWS with the tax-exemption certificate acceptable to the taxing authorities provided that Customer provides such tax-exemption certificate to TEWS at least three (3) days prior the date this Agreement is executed by Customer.
- (9) **CANCELLATION CHARGES.** An Order is not subject to cancellation or change except on terms acceptable and satisfactory to TEWS. If Customer cancels without obtaining TEWS' consent, such cancellation will be treated as a repudiation making Customer immediately liable for loss, expense and other damages, and in that case, it is understood that a cancellation charge shall also be due from Customer to TEWS, as liquidated damages, and not as a penalty for such cancellation. The cancellation charge shall be at maximum, computed as follows: (a) if Customer or TEWS cancels the Order after it is placed by Customer with TEWS but prior to the date that TEWS purchases any materials to fill the Order, Customer shall pay thirty percent (33%) of the total Purchase Price, (b) if Customer or TEWS cancels the Order after the date that TEWS purchases materials to produce the Product(s) ordered, Customer shall pay sixty-six percent (66%) of the total Purchase Price, and (c) if Customer or TEWS cancels the Order after TEWS commences production of the Product(s) ordered, Customer shall pay one hundred percent (100%) of the Purchase Price. The cancellation charge shall be due and payable at the time of receipt of Customer's written notice of cancellation at TEWS' office or TEWS' written notice of cancellation as provided in Section (5) of these Terms.
- (10) **LIMITED WARRANTY.** TEWS warrants that the Product(s) (other than services and labor) shall be free from defects in workmanship and materials for twelve (12) months from the date that such Product(s) become operational (collectively, the "Warranty"). For purposes of this Section (10), including for the purpose of defining and describing Customer's remedy as provided below in this Section (10), the term "Product(s)" shall not include related services or labor. Any warranties for services or labor shall be subject to the Terms and Conditions governing the provision of services as published by TEWS' affiliate providing such services, which shall be provided by TEWS or TEWS' affiliate to Customer if applicable.

The Warranty applies only to Product(s) that are properly installed, maintained and operated under normal conditions with competent supervision in accordance with the instruction manual, if any, good maintenance practice and TEWS' recommendations, if any, made or approved by TEWS in writing. Without limiting the foregoing, the Warranty shall be void, and TEWS shall have no liability for, in the case of any Product(s) that: (a) have been disassembled, repaired or tampered with in any way, except when such work has been done by TEWS' or its affiliates or with TEWS' prior written approval, (b) have been damaged by use or operation in excess of any maximum pressures, temperatures or rated capacities as specified by TEWS or its affiliates in writing, (c) have been damaged by corrosion, or have degradation in performance as a result of dirt, dust, or other foreign material, or (d) are considered consumable.

TEWS' obligation, and Customer's sole and exclusive remedy, under the Warranty is limited to repair or replacement (at TEWS' option) at TEWS' facility or the facility of TEWS' selected affiliate (at TEWS' option), of any Product(s) (or parts thereof) determined to be defective in workmanship or material during the applicable warranty period. The Warranty is a parts only warranty, and the Customer's remedy under the Warranty does not include services or labor. The warranty period shall not be extended by the performance of warranty repairs or replacements.

The Warranty shall be voided if payment is not made in accordance with the terms set forth in Section (5) of these Terms.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, AT LAW OR IN EQUITY, WITH RESPECT TO THE PRODUCT(S) OR THEIR CHARACTERISTICS, QUALITY OR PERFORMANCE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, AND ANY AND ALL SUCH WARRANTIES AND REPRESENTATIONS ARE HEREBY EXPRESSLY DISCLAIMED. No agent, representative, or dealer, or any other person or entity, is

TEWS OF AMERICA CORP

authorized to give on TEWS' behalf any representation or warranty as to Product(s) or to assume for TEWS any liability pertinent to Product(s) under any circumstances.

Certain products manufactured by a third party (each, a "Third Party Product") may constitute, contain, be contained in, incorporated into, attached to, or packaged together with, the Product(s). Third Party Products are not covered by the warranty in this Section (10). For the avoidance of doubt, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, AND ANY AND ALL SUCH WARRANTIES AND REPRESENTATIONS ARE HEREBY EXPRESSLY DISCLAIMED.

TEWS shall not be liable for a breach of the warranties set forth in this Section (10) unless: (i) Customer gives written notice of the defective Product(s) (or defective part), as the case may be, reasonably described, to TEWS within ten (10) days of the time when Customer discovers or ought to have discovered the defect; (ii) if applicable, TEWS is given a reasonable opportunity after receiving the notice of breach of the warranty set forth in this Section (10) to examine such defective Product(s) (or defective parts) and Customer (if requested to do so by TEWS) returns such defective Product(s) (or defective parts) to TEWS' at TEWS' cost for an examination to take place at the location of TEWS' choice; and (iii) TEWS reasonably verifies Customer's claim that such Product(s) (or defective part(s)) are defective. For the avoidance of doubt, TEWS shall not be liable for a breach of the warranties set forth in this Section (10) if: (i) Customer makes any further use of such Product(s) after giving the notice described above; (ii) the defect arises because Customer failed to follow TEWS' oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Product(s); or (iii) Customer alters or repairs such Product(s) without the prior written consent of TEWS.

With respect to any such defective Product(s) (or defective part(s)) during the Warranty, TEWS shall, in its sole discretion, either: (i) cause the repair or replacement of such Product(s) (or defective part(s)) or (ii) credit or refund the price of such Product(s) (or defective part(s)) at the pro rata Purchase Price provided that, if TEWS so requests, Customer shall, at TEWS' expense, return such Product(s) (or part(s)) to TEWS.

- (11) **DISCLAIMER OF DAMAGES AND LIMITATION OF LIABILITY.** IN NO EVENT SHALL TEWS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING FROM THE USE OF OR FAILURE TO USE THE PRODUCT(S), WHETHER IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUE, LOSS OF USE OF PRODUCT(S), DELAYS, OR CLAIMS OF CUSTOMERS OF CUSTOMER OR OTHER THIRD PARTIES FOR SUCH OR OTHER DAMAGES. TEWS' LIABILITY ON ALL CLAIMS, WHETHER IN CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, OR OTHERWISE FOR ANY LOSS OR DAMAGE ARISING OUT OF, OR CONNECTED WITH THIS AGREEMENT, OR FROM THE DESIGN, MANUFACTURE OR USE OF PRODUCT(S), SHALL IN NO CASE EXCEED THE TOTAL OF THE AMOUNTS PAID TO TEWS FOR THE PRODUCT(S) SOLD HEREUNDER.

- (12) **OWNERSHIP; CONFIDENTIAL INFORMATION.** All sketches, drawings, designs, patterns, tools, dies, jigs, fixtures or any other special appliance relating to an Order that is prepared by TEWS shall remain TEWS' sole and exclusive property and all rights therein, including but not limited to patent, copyright and trademark, are owned by TEWS. Drawings, data and documents submitted to Customer by TEWS are intended only to describe the scope of the Product(s) and provide information for installation, use and maintenance of the Product(s) supplied. As such, these documents are instruments of the services provided by TEWS and/or TEWS' affiliates. They are neither intended nor represented to be suitable for any party other than the Customer. Any reuse of any such drawings, data and documents without specific written authorization of TEWS will subject the user to any and all remedies and proceedings as are available by law and in equity to protect TEWS' rights under Federal, state and common law (including, but not limited to, copyright, patent, unfair competition and trade secrets and other reserved rights).

Without limiting the foregoing, all non-public, confidential or proprietary information of TEWS, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by TEWS to Customer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by TEWS in writing. Upon TEWS' request, Customer shall promptly return all documents and other materials received from TEWS. TEWS 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 Customer at the time of disclosure; or (c) rightfully obtained by Customer on a non-confidential basis from a third party.

- (13) **NONCONFORMITY AND DEFECTS; INDEMNIFICATION.** TEWS shall not be responsible for any nonconformity or defect in or failure of a Product(s) that: (a) is created after such Product(s) is delivered or made available by TEWS, including any nonconformity, defect or damage resulting from shipment or handling by the common carrier or from Customer's handling, maintenance or storage of such Product(s); (b) results from materials, specifications or designs provided by Customer; or (c) results from modifications to such Product(s) by Customer or others.

CUSTOMER SHALL INDEMNIFY TEWS FROM, AND DEFEND AND HOLD TEWS HARMLESS FROM AND AGAINST, ANY LOSSES, CLAIMS, COSTS, EXPENSES OR LIABILITY OF ANY KIND SUFFERED, INCURRED, OR SUSTAINED BY TEWS OR TO WHICH TEWS BECOMES SUBJECT, RESULTING FROM, ARISING OUT OF, OR RELATING TO ANY CLAIM: (I) THAT THE PRODUCT(S) INFRINGE UPON THE PROPRIETARY OR OTHER RIGHTS OF ANY THIRD PARTY; AND (II) OF LOSS OR DAMAGE RESULTING FROM THE PRODUCT(S) AND THE USE THEREOF.

- (14) **COMPLIANCE WITH LAWS.** Customer shall comply with all applicable laws, regulations, and ordinances. Customer shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement. Customer shall comply with all export and import laws of all countries involved in the sale of the Product(s) under this Agreement or any resale of the Product(s) by Customer. Customer assumes all responsibility for shipments of Product(s) requiring any government import clearance. Customer shall at all times act in a manner that complies with all trade sanctions laws and regulations, export restrictions, embargoes or prohibitions, imposed from time to time by any relevant governmental authority, including under EU and/or US laws and regulations, and shall not directly or indirectly use, transfer or make available any Product(s) hereunder or any software, data or technical information provided to Customer, in violation of such laws and regulations. The Customer represents and warrants to TEWS that (i) none of Customer, its affiliates or any of its officers or directors, is or is owned or controlled by any person specially designated, blocked or otherwise individually targeted under trade and economic sanctions imposed under the laws and/or regulations of the UN, US, UK, EU, EU individual member state or any other relevant local jurisdiction (for the purposes of this section a "listed person"), (ii) the Customer will not engage in any business involving any such listed person, and (iii) the Customer will immediately inform TEWS of any suspected or alleged breach of the foregoing. TEWS may, without any economic liability to TEWS, refuse further performance or terminate this Agreement if such supply might directly or indirectly constitute a violation of any trade sanctions laws or regulations applicable to TEWS, its affiliates, or any of their respective officers, agents or employees.

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- (15) **FORCE MAJEURE.** TEWS shall not be liable for delays in delivery or failure to manufacture or deliver due to causes beyond its reasonable control, including, but not limited to, acts of God or nature, acts of Customer, acts of civil or military authority, fires, strikes, floods, epidemics, war, riot, embargoes, compliance with import or export regulations, delays in transportation or car shortages, defects or delays in the performance of its suppliers or subcontractors, or inability to obtain necessary labor, materials, components or manufacturing facilities. In the event of any such delay, the date of delivery of the applicable Product(s) shall be extended for a time period reasonably necessary to compensate for such delay.
- (16) **COVID-19 AND OTHER PANDEMICS.** The outbreak of the Corona virus (Covid-19) pandemic has disrupted business activities and the ability of parties to meet their contractual obligations. It is not possible for TEWS to anticipate and mitigate the impact of the Corona virus or other pandemics, and related events, including the effects of governmental actions and disruptions involving transportation, labor/workforce availability and supply chain resources, pandemics, and similar events. TEWS and customer agree that TEWS' ability to perform its contractual obligations may potentially be affected by these events. As a result, changes to Orders and delivery schedules may be necessary on a case by case basis. In a situation where TEWS' ability to perform its obligations is negatively affected by circumstances related, directly or indirectly, to the Corona virus or other pandemic, the parties agree that TEWS will not be liable as a result of any delay in manufacturing or otherwise making the Product(s) available for use by Customer. This provision will supersede any inconsistent or specific delivery terms in any existing contract or agreement between the parties. The parties agree that they will take commercially reasonable actions to mitigate any delay in the manufacture or delivery of Product(s).
- (17) **DEFAULT.** In the event that at any time Customer is in default under any terms of this Agreement, TEWS reserves the right to withhold manufacture or delivery and to cancel and terminate any or all Orders and to hold Customer liable for any damages and expense incurred by TEWS. TEWS also reserves the right to declare all charges and accounts to be immediately due and payable. In addition to any remedies that may be provided under this Agreement, TEWS may terminate this Agreement with immediate effect upon written notice to Customer, if Customer: (a) fails to pay any amount when due under this Agreement and such failure continues for ten (10) days after Customer's receipt of written notice of nonpayment; (b) has not otherwise performed or complied with any of these Terms, in whole or in part; or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.
- (18) **CLERICAL ERRORS.** TEWS reserves the right to correct clerical, arithmetical or stenographic errors or omissions in this Agreement and the documentation delivered in connection with this Agreement.
- (19) **CHOICE OF LAW; JURISDICTION.** The validity and interpretation of this Agreement shall be governed by the laws of the State of North Carolina, without reference to its choice of law principles. THE APPLICATION OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXPRESSLY EXCLUDED BY THE PARTIES HERETO. 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 North Carolina in each case located in the City of Raleigh and Wake County, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.
- (20) **SAVINGS CLAUSE.** In the event any clause contained in this Agreement is declared invalid or unenforceable by any court of competent jurisdiction, all other clauses or parts contained in this Agreement shall remain in full force and effect and shall not be thereby affected.
- (21) **WAIVER.** No waiver by TEWS of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by TEWS. No failure by TEWS 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 by TEWS 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.
- (22) **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 Purchase Order Confirmation attached hereto or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.
- (23) **SURVIVAL.** Provisions of this Agreement which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement.
- (24) **AMENDMENT AND MODIFICATION.** This Agreement may only be amended or modified in a writing stating specifically that it amends this Agreement and is signed by an authorized representative of each party.
- (25) **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.
- (26) **ASSIGNMENT.** Customer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.

[Attachment 2 to Purchase Order Confirmation]