

ZMR NORTH AMERICA, INC.
TERMS AND CONDITIONS OF SALE

1. Applicability. These terms and conditions for the sale of goods and services (“**Terms**” or “**Agreement**”) exclusively govern the sale of the goods (“**Goods**”) and services (“**Services**”) by ZMR North America, Inc., a Delaware corporation, with its registered office and mailing address at 8 The Green, #10903, Dover, DE 19901 (“**ZMR NA**”) to you, the buyer, purchaser, or transferee of the Goods and/or Services (“**Buyer**”). ZMR NA’s acceptance of any order of Buyer is conditioned on Buyer’s assent to these Terms. Buyer must notify ZMR NA immediately if it objects to or rejects these Terms; prior objection or rejection is ineffective. Buyer accepts these terms by authorizing or acquiescing in ZMR NA’s delivery of Goods or commencement of performing the Services. ZMR NA hereby expressly objects to and rejects any and all additional or different terms proposed by Buyer, irrespective of when delivered or where located, and no such different or additional terms shall form part of these Terms or be binding on ZMR NA. These Terms prevail over any of Buyer’s general terms and conditions of purchase, for example on a purchase order, regardless whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer’s order does not constitute acceptance of any of Buyer’s terms and conditions and does not serve to modify or amend these Terms.

2. Prices and Payments. Buyer must confirm ZMR NA’s current prices before placing any order. All purchase orders must reflect ZMR NA’s then-current pricing or ZMR NA may refuse such order. Buyer shall pay ZMR NA within thirty (30) days from the date of ZMR NA’s invoice, unless a different payment term is set forth in ZMR NA’s invoice. If the prices should be increased by ZMR NA before delivery of the Goods to a carrier for shipment to Buyer, then these Terms shall be construed as if the increased prices were originally inserted herein, and Buyer shall be billed by ZMR NA on the basis of such increased price. ZMR NA may at any time require Buyer to prepay or pay cash on delivery in connection with any order. ZMR NA may, without liability to Buyer, suspend or withhold delivery of Goods or performance of Services if ZMR NA has reason to believe that Buyer’s credit or ability to pay is impaired and Buyer fails to provide adequate assurance to ZMR NA’s satisfaction. All payments shall be made in U.S. Dollars. Payment shall be delivered as specified in ZMR NA’s invoice. Buyer shall pay interest on all late payments at the lesser rate of 3.0% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse ZMR NA for all costs incurred in collecting any late payments, including, without limitation, collection agency fees, dispute resolution costs, court costs plus reasonable legal fees incurred by ZMR NA in bringing any legal action. ZMR NA shall have the right to set off against any monies due ZMR NA hereunder. ZMR NA shall have all remedies available to ZMR NA under these Terms, by law, and/or equity.

3. Taxes. All prices are exclusive of all sales, use, and excise taxes, and any other taxes, duties, tariffs, and charges of any kind imposed by any governmental authority on any amounts payable by Buyer. To the extent legally permissible, all present and future taxes, duties, tariffs, and charges of any kind imposed by any governmental authority imposed by any national, federal, state or local authority of any country which ZMR NA may be required to pay or collect, upon or with reference to the sale, purchase, transportation, delivery, storage, use or consumption of the Goods or Services, including taxes upon or measured by the receipts therefrom shall be for the account of Buyer. Purchases are subject to state or local use tax, unless expressly exempt from taxation. Buyer assumes responsibility for correctly assessing and remitting any use tax due to the proper jurisdiction(s). Buyer shall promptly reimburse ZMR NA for any taxes paid or withheld on Buyer’s behalf, and Buyer shall hold ZMR NA harmless for any and all costs, penalties, or interest that may be imposed relative to Buyer’s taxes by any government authority.

4. Shipment and Delivery. All shipments are made DDP (Delivered Duty Paid; Incoterms® 2020 set by the International Chamber of Commerce) from ZMR NA’s facility in accordance with the terms on the face of the purchase order. All shipping dates are approximate. ZMR NA shall use reasonable efforts to meet Buyer’s requested delivery date, but in no event shall ZMR NA be responsible for any delivery delays, no matter the cause. ZMR NA reserves the right to deliver by partial or advance delivery or performance, which may be invoiced separately by ZMR NA. ZMR NA shall, if feasible, inform Buyer thereof in advance. Each shipment is a separate sale. For all international shipments, ZMR NA shall be the exporter of record, and Buyer shall be named importer of record unless otherwise determined in ZMR NA’s sole discretion. ZMR NA reserves the right to exceed or fall short of any delivery of Goods up to 5%. Buyer shall accept and pay for any such delivery or excess quantity without any right to setoff, claim, objection, or rejection. The invoice amount may be adjusted accordingly by ZMR NA.

5. Inspection. Buyer shall conduct a timely inspection of the Goods or Services upon receipt, but in no event more than ten (10) days after receipt (“**Inspection Period**”) and furnishes such written evidence or other documentation as required by ZMR NA. All inspections and tests shall be performed in accordance with the quality control methods and standards specified in ZMR NA’s quality control (“**QC**”) procedures and as reflected in the applicable technical data sheet. The parties acknowledge that the use of different methods or standards may yield differing results; therefore, the agreed QC methods and standards shall govern any inspection or acceptance determination. “**Nonconforming Goods**” means only the following: (i) product shipped is different than identified in Buyer’s purchase order; or (ii) product’s label or packaging incorrectly identifies its contents. Failure of Buyer to notify

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ZMR NA of any defect or nonconformity during the Inspection Period shall be deemed an acceptance of the Goods and Services and waiver of any claim that the Goods or Services are defective or nonconforming. Buyer's use of the Goods or Services in connection with its operations shall be deemed an acceptance of the Goods or Services and a waiver of all claims of defect or nonconformity. Rejection shall be made in accordance with these Terms and within the Inspection Period set forth herein, or Buyer's rejection shall be deemed waived. There shall be no revocation of acceptance. Buyer's inspection or failure to inspect shall not delay payment.

6. Rejection of Nonconforming Goods. If Buyer timely notifies ZMR NA of any Nonconforming Goods, ZMR NA shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit or refund the price for such Nonconforming Goods. Buyer shall ship, at its expense and risk of loss, the Nonconforming Goods to ZMR NA's facility at an address provided by ZMR NA in writing. If ZMR NA exercises its option to replace Nonconforming Goods, ZMR NA shall, after receiving Buyer's shipment of Nonconforming Goods, ship to Buyer, at Buyer's expense and risk of loss, the replaced Goods to the delivery point.

7. Variation. Except as expressly agreed to in a writing signed by ZMR NA, the Goods and Services furnished hereunder shall be provided in accordance with ZMR NA's standard practices and/or an inspection manual for certain types of products, if applicable. All Goods, however, including those produced to meet an exact specification, shall be subject to ZMR NA's variations consistent with industry standards with respect to: (i) dimension, weight, straightness, section, composition and mechanical and/or physical properties, (ii) normal variations in surface and internal conditions and in quality, and (iii) deviations from tolerances and variations consistent with practical testing and inspection methods.

8. Return Policy. Only upon receipt of written consent from an authorized representative of ZMR NA, may Buyer cancel this order and return unused, undamaged and conforming Goods. ZMR NA, in its sole discretion, may withhold consent for any reason, including, without limitation, re-salability, shelf-life, returning less than full pallet, or any other reason. All returns shall be subject to a restocking fee of twenty percent (20%) of the purchase price of the entire order. Buyer may request ZMR NA to manufacture products outside ZMR NA's stock items in accordance with Buyer's specifications ("**Custom Products**"). Buyer expressly agrees that Custom Products are not returnable and are excluded from ZMR NA's return policy.

9. Title and Risk of Loss. Risk of loss shall pass to Buyer upon tender of Goods to the carrier or performance of the

Services. Buyer shall bear any charges at the delivery point for spotting, switching, handling, storage and other accessorial services. ZMR NA shall have the right to assess storage and handling charges for Goods left in ZMR NA's possession after notification to Buyer that the Goods are available to ship. Title to the Goods and Services shall pass to Buyer upon ZMR NA's receipt of full payment for the Goods. As collateral security for the full payment of the purchase price of the Goods, Buyer hereby grants to ZMR NA a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under (i) if in the United States, the Uniform Commercial Code of the relevant state; or (ii) any applicable law of the particular jurisdiction. ZMR NA shall have the right to file any and all documents and take any action it deems necessary to fully establish protection of its security interest in the Goods; however, the failure of ZMR NA to file any such document shall not in any way act as a waiver of ZMR NA's right to such security interest.

10. Limited Warranty; Disclaimers; Remedies.

a. ZMR NA warrants that for a period of six (6) months ("Warranty Period") that (i) the Goods will be furnished in accordance with the written specifications of ZMR NA or written specifications of Buyer that ZMR NA approves in writing, and at the time of delivery will be free from material defects; and (ii) the Services will be performed in a workmanlike manner. Claims for damaged or Nonconforming Goods must be made, in writing, promptly, and in no event later than ten (10) days following delivery of the Goods or performance of the Services for Buyer, or all such claims shall be deemed waived. Buyer shall set aside, protect, and hold any claimed Nonconforming or defective Goods or Services without further processing until ZMR NA has an opportunity to inspect and advise of the disposition, if any, to be made of such Goods or Services. In no event shall any Goods be returned, reworked, or scrapped by Buyer without the express written authorization of ZMR NA.

b. Any technical advice provided by ZMR NA with respect to the use of Goods or Services sold hereunder shall be for informational purposes only, and Buyer expressly acknowledges and agrees that ZMR NA makes no representation or warranty, nor assumes any obligation or liability for any such advice, which Buyer accepts at its sole risk.

c. Notwithstanding the foregoing, no representation or warranty whatsoever is provided with respect to any Goods sold on an "as is" basis. OTHER THAN THE LIMITED

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WARRANTIES SET FORTH IN THIS SECTION 10, ZMR NA MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE GOODS AND SERVICES. ZMR NA HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO ORAL STATEMENT OF ANY ZMR NA PERSONNEL, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, SHALL OPERATE TO MODIFY THE LIMITED WARRANTIES AND DISCLAIMER SET FORTH HEREIN. ZMR NA MAKES NO WARRANTY REGARDING THIRD PARTY PRODUCTS, WHICH ARE PROVIDED "AS IS."

d. ZMR NA shall not be liable for a breach of the warranty set forth in Section 10 unless: (i) Buyer gives written notice of the defect, reasonably described, to ZMR NA within thirty (30) days of the time when Buyer discovers or ought to have discovered the defect; (ii) ZMR NA is given a reasonable opportunity after receiving the notice to examine such Goods and Buyer (if requested to do so by ZMR NA) returns such Goods to ZMR NA's place of business for the examination to take place there; and (iii) ZMR NA reasonably verifies Buyer's claim that the Goods are defective.

e. The ZMR NA shall not be liable for a breach of the warranty set forth in Section 10 if: (i) Buyer makes any further use of such Goods after giving such notice; (ii) the defect arises because Buyer failed to follow ZMR NA's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods; or (iii) Buyer alters or repairs such Goods without the prior written consent of ZMR NA.

f. During the Warranty Period, ZMR NA will replace, at the delivery point specified herein, any Goods furnished hereunder that are confirmed by ZMR NA to be defective or otherwise fail to conform to ZMR NA's warranty or these Terms, or, at ZMR NA's option, repay the price paid for such Goods.

g. THE REMEDIES SET FORTH IN SECTION 10 SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND ZMR NA'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 10.

11. Limitation of Liability.

a. ZMR NA's maximum liability for any defective Goods or Services and any breach of these Terms shall be limited to the difference between the delivered price of the Goods covered hereby and the market price of such Goods at Buyer's destination at the time of such breach, and in no event shall ZMR NA's liability exceed the price of the Goods or Services at issue.

b. IN NO EVENT SHALL ZMR NA BE LIABLE FOR PERSONAL INJURY, PROPERTY DAMAGE, LOSS OF PROFIT, DELAY, OR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER ARISING FROM CONTRACT, BREACH OF CONTRACT, TORT, ZMR NA'S NEGLIGENCE, STRICT LIABILITY, OR ANY EXPRESS OR IMPLIED WARRANTY. NO CLAIMS OF ANY NATURE, WHETHER BASED ON CONTRACT OR OTHERWISE, MAY BE BROUGHT AGAINST THE ZMR NA OR ANY OF ITS AFFILIATES MORE THAN TWELVE (12) MONTHS AFTER THE DELIVERY OF THE GOODS OR SERVICES TO BUYER.

c. The Buyer acknowledges that any installation or setup of the Goods by third parties, including those provided, recommended, or suggested by ZMR NA, is at the Buyer's own risk. ZMR NA shall not be responsible or liable for any damages, losses, or issues arising from the actions, omissions, or negligence of such third parties.

12. Termination. In addition to any other remedies available to ZMR NA, ZMR NA may terminate any order with immediate effect, if Buyer: (i) fails to perform its obligations under or otherwise breaches any provisions of these Terms or any other contract between Buyer and ZMR NA or any of ZMR NA's affiliates; (ii) ceases to carry on its business substantially as such business is conducted on the date of the contract between Buyer and ZMR NA and such change in circumstances modifies ZMR NA's obligations or impairs either party's ability to discharge its obligations under these Terms; (iii) becomes insolvent or institutes or suffers the institution of bankruptcy, reorganization, receivership, or assignment for the benefit of creditors; (iv) generally becomes unable to pay its debts as they become due; (v) has entered into any term, condition or provision of this or any other contract between Buyer and ZMR NA that becomes invalid or illegal under any applicable law, rule or regulation; or (vi) is subject to an event of Force Majeure listed in Section 15 of these Terms and it continues for a period of more than thirty (30) days. Buyer may not cancel or modify any order once placed with ZMR NA.

13. Intellectual Property.

a. All right, title, and interest in and to all intellectual property rights, including any licensed rights, in the Goods and Services are and shall remain the exclusive property and rights of ZMR NA or its licensor. No Services are performed as works made for hire. ZMR NA extends to Buyer only such rights in and to the Goods and Services as are minimally necessary to enjoy the Goods and Services as delivered by ZMR NA.

b. Buyer shall indemnify ZMR NA and its licensor with respect to any claim that the Goods or Services infringe

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the intellectual property rights of a third party to the extent any such claim arises out of or relates to ZMR NA or its licensor's compliance with designs, instructions, or specifications furnished by Buyer.

14. Confidential Information. All non-public, confidential or proprietary information of ZMR NA or its parent company, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, 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 these Terms is confidential, solely for the purpose of supplying Goods or Services and may not be disclosed or copied unless authorized in advance by an authorized representative of ZMR NA writing. Upon ZMR NA's request, Buyer shall promptly return all documents and other materials received from ZMR NA. In addition to all other remedies available to ZMR NA, ZMR NA is entitled to equitable relief, including, without limitation, injunctive relief, against Buyer and its representatives to prevent the breach or threatened breach of this provision and to secure its enforcement. ZMR NA grants no right or license in or to its confidential or proprietary information.

15. Force Majeure. Except for the payment of money, neither party shall be liable or responsible to the other, nor be deemed to have defaulted under or breached any obligation, for any failure or delay in fulfilling or performing, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's reasonable control, including, without limitation, acts of God, flood, fire, earthquake or explosion; epidemic, pandemic; war, invasion, hostilities (whether declared or not), terrorist threats or acts, riot or other civil unrest; government order or law; actions, embargoes or blockades in effect on or after the date of these Terms; action by any governmental authority; national or regional emergency; strikes, labor stoppages or slowdowns or other industrial disturbances; supply shortages; and shortage of adequate power or transportation facilities in the jurisdictions applicable to ZMR NA's business (each, a "**Force Majeure Event**"). In addition, if due to a Force Majeure Event or any other cause, ZMR NA is unable to produce sufficient Goods to meet all demands from Buyers and internal users, ZMR NA shall have the right to allocate production among its customers and plants in any manner which ZMR NA deems necessary in its sole discretion, without liability to Buyer whatsoever.

16. Compliance with Law.

a. Buyer shall, at its sole cost and expense, comply with all laws, ordinances, orders, rules and regulations related to Buyer's use or resale of the Goods, including but not limited to any laws and regulations in respect of export control, dual

use, embargoes and/or sanctions, and shall at its own cost obtain any necessary permits and licenses and furnish ZMR NA on demand with any required information in respect thereof. These Terms authorize export only to the country of ultimate destination for use by the ultimate end-user(s) herein identified. The Goods may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. Government or as otherwise authorized by U.S. law and regulations.

b. Buyer hereby acknowledges and agrees that Buyer's breach of any of the terms of this Section 16 at any time shall be a material default of these Terms.

c. Determination of the suitability of the Goods for the uses and application contemplated by the Buyer and others shall be the sole responsibility of Buyer. Buyer assumed all risks and liabilities for results obtained by the use of the Goods, whether used by itself or in combination with other materials.

d. Buyer hereby agrees to indemnify, defend, and hold harmless ZMR NA and its officers, directors, and employees and its affiliates and their officers, directors and employees from and against all claims, demands, damages, costs, penalties, and fines arising in connection with any alleged breach by Buyer or its agents of this representation and warranty. ZMR NA may reject, suspend, or cancel any transaction to a Specially Designated Nationals and/or Blocked Persons published by the Office of Foreign Assets Control ("OFAC") without penalty or payment for the rejected, suspended, or cancelled Goods or Services, and/or cancel or terminate these Terms, or any other applicable agreement with ZMR NA, in whole or in part, if it has a good faith basis for believing that Buyer or its agent has violated or intends to violate the above representation and warranty. Buyer will pay all penalties and damages incurred as a result of its breach of the terms of this Section 16.

17. Anti-Corruption & Data Protection.

a. *Anti-Corruption.* Buyer represents and warrants to ZMR NA that Buyer and its agents and employees are in compliance and shall comply with all applicable anti-corruption laws, including the U.S. Foreign Corrupt Practices Act. Buyer and its agents and employees, in connection herewith or in connection with any other business transaction related to ZMR NA, have not, directly or indirectly, offered, paid, promised, or authorized the giving of money or anything of value, nor will Buyer or its agents and employees, directly or indirectly, offer, pay, promise, or authorize the giving of money or anything of value to any government official for the purpose of influencing any act or decision of such government official. ZMR NA may terminate performance and cancel any order immediately, without liability to Buyer, if ZMR NA has a reasonable basis to believe that Buyer has violated this provision. ZMR NA may

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terminate performance immediately and without liability to Buyer by written notice for cause in the event that (i) ZMR NA forms a reasonable belief that Buyer or one of its directors, officers, employees, subcontractors, agents, representatives, vendors, or any other third parties that it engages in connection with the Goods or Services has engaged in conduct in violation of these Terms or applicable anti-corruption laws; or (ii) the continuation of providing Goods or Services would violate any applicable anti-corruption laws. In the event of such termination, all existing contractual obligations (including further compensation) may be declared null and void by ZMR NA, and all offers outstanding at the time of termination shall be deemed rescinded.

b. *Data Protection.* Buyer and its agents and employees are in compliance and shall at all times comply with any applicable state, national and international laws and regulations regarding the protection of data. Buyer is obliged to enter into further data protection agreements such as data processing agreements, if necessary.

18. Insurance. During the term of this Agreement and for a period of twelve (12) months thereafter, Buyer shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in a sum no less than \$5,000,000.00 with financially sound and reputable insurers. Upon ZMR NA's request, Buyer shall provide ZMR NA with a certificate of insurance from Buyer's insurer evidencing the insurance coverage specified in these Terms. Buyer shall provide ZMR NA with thirty (30) days advance written notice in the event of a cancellation or material change in Buyer's insurance policy. Except where prohibited by law, Buyer shall require its insurer to waive all rights of subrogation against ZMR NA's insurers and ZMR NA.

19. Choice of Law; Jurisdiction.

a. All matters arising out of or relating to this Agreement is governed by and construed in accordance with the internal laws of the State of Delaware 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.

b. 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.

c. For all transactions between ZMR NA and Buyer, the United Nations Convention for Contracts for the International Sale of Goods shall not apply to these Terms.

20. Arbitration. Any controversy or claim arising out of or relating to these Terms, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

21. Entire Agreement. These Terms constitute the complete, exclusive and fully integrated agreement between Buyer and ZMR NA with respect to the Goods and Services, and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Goods and Services. No terms or conditions (whether consistent or inconsistent) other than those stated herein and no agreement or understanding in any way purporting to modify these terms and conditions of sale, including without limitation a course of dealing, course of performance, or trade usage, shall be binding on ZMR NA unless expressly agreed upon in writing by authorized representative of ZMR NA. In the event of a conflict between these Terms and any purchase order (or other document expressly made a part of these Terms) signed by both parties, these Terms shall prevail. Buyer's placement of an order or release for, or taking delivery of, any product of ZMR NA that is the subject of these Terms shall constitute acceptance of the Terms. ZMR NA hereby objects to and rejects any and all additional or different terms proposed by Buyer, whether contained in Buyer's purchase orders, production releases or shipping release forms, or related correspondence or any other documents including emails. Catalogs, circulars and similar pamphlets of ZMR NA are issued for general information purposes only and shall not be deemed to modify the provisions hereof.

22. Construction. No provision of these Terms may be construed against the ZMR NA as the drafting party. The English language version of this document will control in the event of any disagreement over any translation.

23. Assignment. Buyer shall not assign any of its rights or delegate any of its obligations under these Terms without the prior written consent of ZMR NA. Any purported assignment or delegation in violation of the foregoing shall be void.

24. Sourcing. ZMR NA reserves the right to source all or a portion, including, without limitation, raw materials, of the Goods or Services from third parties. Buyer acknowledges and agrees that ZMR NA may share with any of its third-party sources any specifications, drawings, schematics, plans, or other information necessary to provide the Goods or Services to Buyer. ZMR NA shall have no responsibility for meeting Buyer's country-of-origin product content, raw materials, or product qualification requirements (if any) unless ZMR NA agrees in writing of such requirement at the time Buyer places its order with ZMR NA.

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25. Waiver. Waiver by ZMR NA of any breach of these provisions shall not be construed as a waiver of any other breach.

26. Third Party Beneficiaries. Other than rights of ZMR NA's affiliates under these Terms, no third parties will have any rights under these Terms.

27. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in these Terms 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.

28. 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 their purchase orders or invoices. All Notices shall be delivered by personal delivery, nationally recognized overnight courier, or certified or registered mail (in each case, costs prepaid and proof of delivery required). Except as otherwise provided in these Terms, 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 set forth in this Section 28.

29. Severability. If any term or provision of these Terms is invalid, illegal or unenforceable in any applicable jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of these Terms or invalidate or render unenforceable such term or provision in any other jurisdiction.

30. Survival. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of these Terms including, but not limited to, the following provisions: Compliance with Law, Confidential Information, Choice of Law, and Survival.

31. Amendment and Modification. These Terms may only be amended or modified in a writing stating specifically that it amends these Terms and is signed by an authorized representative of ZMR NA.

32. Recycling. ZMR NA has the right, but not the obligation, to recollect and reuse ("**Recycle**") the Goods from the equipment in which they were utilized by Buyer, after they are demolished. ZMR NA shall inform Buyer within due time, if ZMR NA wants to exercise its right to Recycle. If ZMR NA exercises its right to Recycle, Buyer shall (i) inform ZMR NA within due time of the demolition of the Goods, (ii) enable ZMR NA to enter the premises of Buyer and recollect the Goods, even after the end of the contract, and (iii) guarantee to

(re)assign all necessary rights to the Goods to ZMR NA. Until the Goods are picked up from ZMR NA, Buyer is responsible for the safe keeping of the Goods and shall not use them for any purpose that could interfere with the right to Recycle of ZMR NA.

33. Miscellaneous. ZMR NA may send a sales representative to Buyer's site to observe the installation of Goods at Buyer's site (the "**Observation**"). Buyer expressly agrees that ZMR NA shall not be held liable for any and all claims, losses, damages arising out of the Observation. Buyer expressly agrees that this Section 33 shall survive the termination of these Terms and shall not be waived by either party without the express written consent of the other. Buyer shall indemnify, defend, and hold harmless ZMR NA from any and all direct or third-party disputes, losses, claims, and damages, including, without limitation, any and all attorneys' fees and costs, arising out of or pertaining to the Goods and/or performance of Services.