

TECHFURY VIDEO SYSTEMS TERMS AND CONDITIONS OF SALE

1. CONTROLLING PROVISIONS.

Generally. This document, the latest version of which can be found at www.techfury.com, constitutes an offer by TECHFURY VIDEO SYSTEMS ("Seller") to provide the products (the "Products") described in the Quote (the "Quote") in which these terms are referenced and made part of, to the buyer identified in the Quote ("Buyer"). These terms and the Quote, along with Seller's order acknowledgement and invoice, shall constitute the "Contract" between Seller and Buyer. If this Contract is deemed an acceptance of a prior offer by Buyer, such acceptance is limited to the express terms contained herein. This offer, Buyer's acceptance of this offer, and the agreement between the parties is limited to the terms, covenants and conditions contained in this offer. Seller hereby objects to and rejects any additional, different, or varying terms proposed by Buyer, even if such terms recite that action or inaction by Seller constitutes agreement or consent by Seller, unless Seller expressly assents to such terms in a signed writing by an authorized officer of Seller. **THIS CONTRACT, INCLUDING ALL ITEMS EXPRESSLY INCORPORATED BY REFERENCE, IS THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND CONSTITUTES THE FINAL EXPRESSION OF THE TERMS BETWEEN SELLER AND BUYER REGARDING THE PRODUCTS AND IS A COMPLETE AND EXCLUSIVE STATEMENT OF THOSE TERMS. ANY TERMS, CONDITIONS, NEGOTIATIONS OR UNDERSTANDINGS WHICH ARE NOT CONTAINED IN THIS CONTRACT, INCLUDING WITHOUT LIMITATION TERMS ON BUYER'S PURCHASE ORDERS, SHALL HAVE NO FORCE OR EFFECT UNLESS MADE IN WRITING AND SIGNED BY AN AUTHORIZED OFFICER OF SELLER AND BUYER.** Seller's sales representatives have no authority to change, modify or alter the terms of this Contract.

Acceptance. Notwithstanding any contrary language in Buyer's purchase order, each purchase order shall be governed exclusively by these Terms and Conditions of Sale, as referenced in Seller's sales order acknowledgement. Such sales order acknowledgement is expressly limited to these Terms and Conditions of Sale except for any specific terms that have been expressly and mutually agreed by the parties and confirmed in Seller's sales order acknowledgement of each purchase order. The Seller's failure to object to inconsistent or supplementary provisions contained in the Buyer's purchase order or other communications shall not be deemed to be a waiver or modification of these Terms and Conditions of Sale, or an acceptance of such provisions. Without prejudice to the foregoing, the delivery of Products or the acceptance of Products or any other act or conduct of the Buyer in confirmation of the supply of Products by the Seller shall constitute an unqualified acceptance by the Buyer of these Terms and Conditions of Sale

Quotations. Prices in the Quote are void unless accepted within 30 days from date of issue. Other Seller publications are maintained as sources of general information and are not quotations or offers to sell. The Quote is subject to change prior to acceptance by Buyer upon written notice by Seller.

Governing Law. This Contract and any disputes hereunder shall be exclusively governed by and construed in accordance with the internal laws of the State of Wisconsin. Neither this Contract nor sales hereunder shall be governed by the provisions of the United Nations Convention on Contracts for the International Sale of Goods. Upon termination of this Contract for any reason, Seller shall have all the rights and remedies provided by law, including, without limitation, the rights of a secured party under Chapter 409, Wisconsin Statutes or any successor statute or similar statute in the jurisdiction where Buyer is located or stores the Products.

Severability. If any condition (or part thereof) of these Terms and Conditions of Sale shall be found to be invalid ineffective or unenforceable the invalidity, ineffectiveness or unenforceability of such condition (or part thereof) shall not so far as possible affect any other condition (or part thereof) and accordingly all such conditions (or parts thereof) not affected by such invalidity, ineffectiveness or unenforceability shall remain in full force and effect.

No Waiver. No failure on the part of either Party to exercise any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right hereunder preclude any other or further exercise thereof or the exercise of any other right, unless expressly waived by the relevant Party in writing.

Compliance With Laws. It is Seller's policy to comply with all applicable laws, including U.S. export laws. The Products, and any associated technical data are transmitted by Seller in accordance with the U.S. Export Administration Act and all regulations thereunder. Use or diversion contrary to U.S. law is prohibited. Buyer agrees to comply with all laws and regulations applicable to the purchase, transport, use, storage, sale, lease and/or disposal of the Products including, without limitation, to the extent applicable, the U.S. Export Administration Act and all regulations thereunder, the U.S. Foreign Corrupt Practices Act and all U.S. antiboycott laws. If Buyer or its affiliates, agents or representatives engage a freight forwarder or similar service provider, Buyer shall provide Seller with copies of freight forwarder (or similar) records regarding Product exports, including, but not limited to, Letters of Assurance, promptly upon request. Buyer shall promptly notify Seller in writing if Buyer receives notice of or otherwise has reason to believe that a violation of U.S. export law has occurred or is likely to occur. Seller shall not be responsible for noncompliance with laws arising out of combination, operation, or use of the Products with products not supplied by Seller where use of the Products without such combination, operation, or use would be in compliance with such laws.

Buyer acknowledges that the failure to comply with all such Applicable Laws and/or Seller's policies will be deemed a material breach of these Terms and Conditions of Sale and shall entitle Seller to terminate these Terms and Conditions of Sale (in addition to any other remedies Seller may have at law or equity). Buyer agrees to indemnify, defend, and hold Seller harmless from any breach of Buyer's obligation under this Clause.

Export, Re-export, Transfer and Use Controls. The Products (or Services) supplied by Seller under these Terms and Conditions of Sale may be subject to export controls under the laws and regulations of the United States (U.S.) and/or the European Union and / or any of the European Union member states. Buyer shall comply with such laws and regulations governing export, re-export, transfer, and use of Seller Products and will obtain all required U.S. or other territorial authorizations, permits, or licenses. Seller and Buyer each agree to provide the other Party with information, support documents, and assistance as may reasonably be required by the other in connection with securing authorizations or licenses. Buyer's obligations under this Clause shall survive the expiration or termination of these Terms and Conditions of Sale.

The Buyer (i) shall conduct appropriate due diligence on parties to which it pays commissions, referral, marketing or other fees related to its business and dealings with Seller; and (ii) warrants that it has no reason to believe that any of its agents, resellers, representatives, consultants or any other persons retained or paid by the Buyer in connection with its business and dealings with Seller have violated applicable anti-corruption laws or any Trade Controls. The Buyer shall not sell, transfer, export or re-export any of Seller's products, technology or software to or for use in Belarus, Crimea, Cuba, the non-governmental controlled areas of Ukraine (currently comprising Donetsk, Luhansk, Zaporizhzhia and Kherson as may be amended from time to time), Iran, North Korea, Russia, or Syria, or to any entity or person or region or

country to which such sale, transfer, export or re-export would be prohibited under any export controls and sanctions.

2. DELIVERY.

Generally. Seller shall deliver the Products FOB Seller's facility at 8600 W. Bradley Rd., Milwaukee, WI 53224 (the "Facility"). For purposes of this Contract, "FOB" shall be construed in accordance with INCOTERMS 2020 of the International Chamber of Commerce, as amended from time to time. All risk of loss, damage or delay, and title to Products, shall pass from Seller to Buyer upon Seller's delivery of the Products in accordance with the INCOTERMS above. Any shipment arrangements Seller makes are a courtesy for Buyer and shall not change the Seller's cost or liability obligations from FOB Seller's Facility. Partial shipments shall be permitted. All shipments of Standard Bulk Cable/Wire are subject to a variance of -2% / +5% per 100 feet from the quantity ordered and shall be invoiced to Buyer based on quantities ordered versus shipped (i.e., no adjustment for variance.)

Delivery Delays. Delivery date(s) shall be in accordance with the Seller's quotation, unless otherwise agreed in writing between the Parties. All delivery dates are approximate. Any delay in delivery due to causes beyond Seller's reasonable control, or due to any priorities or allocations necessitated by governmental orders or regulations, or due to any causes specified in the following sentence, shall extend the term of delivery by a period equal to the length of such delay and Seller shall not be deemed in breach of its obligations under this Contract. In the event of delay in delivery requested by Buyer or caused by Buyer's (a) failure to supply adequate instructions; (b) failure to arrange for pickup; (c) failure to supply or approve necessary data in a timely manner; (d) requested changes; (e) failure to timely pay for the Products delivered by Seller to Buyer; or (f) failure to provide documents required for Seller to effect delivery, Seller will store all Products at Buyer's risk and expense. Buyer shall pay all storage costs and expenses upon Seller's demand. Delivery dates given by Seller are based on prompt receipt of all necessary information regarding the order. Seller will use reasonable efforts to meet such delivery dates.

Acceptance of Products. Except as otherwise stated herein the Products shall be deemed to have been accepted by Buyer fifteen (15) calendar days after delivery of Product or repaired item unless Buyer notifies Seller in writing within that period of the reasons of non-acceptance. Failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by Buyer. Notwithstanding the foregoing, use of the Products by Buyer, its agents, employees, or customers shall constitute acceptance of the Products by Buyer.

Quality. Products and/or Services shall be delivered in accordance with Seller's then-applicable quality management system. Buyer's specific quality terms and requirements, including but not limited to, First Article Inspection (FAI), shall only be complied with where such terms have been expressly agreed in writing by Buyer and Seller as being applicable to a particular order. Such specific requirements may be quoted as an additional charge to Buyer.

Orders. Orders are subject to acceptance or rejection by Seller in its sole discretion. Buyer shall ensure that its orders are received by Seller not less than the lead times established in the Quote, unless otherwise agreed to in writing by Seller. Buyer's orders or mutually agreed change orders shall be subject to all provisions of this Contract, whether the order or change order so states, and no terms and conditions in Buyer's orders shall apply to Seller's sale of Products to Buyer. Minimum order quantity for all orders shall be determined by Seller and Seller shall specify minimums, as applicable, in Seller's quote to Buyer.

3. PRICES; TAXES AND CHARGES.

Prices. The Prices for the Products shall be as identified on the Quote. If prices for the Products are not identified on the Quote, the prices for the Products shall be the higher of Seller's most recent quote to Buyer, prevailing market price, or the last price charged by Seller to buyer for the Products. Unless otherwise stated on the face hereof, prices are in U.S. Dollars, and FOB Origin. Prices include the cost of standard packaging. Any requirements for customized packaging shall be subject to additional charges. Seller may increase prices in response to increases in costs of labor and materials. In such cases, Buyer shall be notified and afforded an opportunity to confirm within five (5) business days from Seller's notice. In the event that Buyer does neither confirm nor object in writing within said timeframe, the price increase is deemed accepted by Buyer.

Taxes. Buyer shall pay or reimburse Seller on demand for all taxes, fees, and costs including, but not limited to any manufacturer's tax, retailer's occupation tax, use tax, sales tax, excise tax, value added tax, duty, customs agent or broker fees, inspection or testing fee, freight costs, insurance, consular fees or any other tax, fee or charge of any nature whatsoever, including interest, imposed on, in connection with or measured by any transaction between Seller and the Buyer, in addition to the prices quoted or invoiced.

4. TERMS OF PAYMENT.

Generally. Payment shall be made in U.S. dollars, as described in Seller's quotation and/or acknowledgment of purchase order. Subject to Buyer's credit status, Seller shall receive payment from Buyer within thirty (30) days from invoice date. Seller reserves the right to define other payment terms or to stipulate a progress payment schedule in the Quote. All credit card payments shall incur a three and one-half percent (3.5%) processing fee.

Seller's Rights. Notwithstanding the foregoing, terms of payment on all orders are subject to the prior written approval of Seller's credit department. If Buyer does not pay Seller any amount due under this Contract or any other agreement when such amount is due or if Buyer defaults in the performance of this Contract, Seller may, without incurring liability to Buyer and without prejudice to Seller's other lawful remedies (a) terminate Seller's obligations under this Contract; (b) require Buyer to immediately pay all outstanding invoices and obligations which shall become immediately due; (c) change credit terms with respect to any further work; (d) withhold shipment or cease any performance, until such time as payment is received from Buyer; (e) suspend or discontinue any further work; and/or (f) repossess the Products. Buyer agrees to reimburse Seller for all costs and fees including, but not limited to attorneys' fees and repossession fees, incurred by Seller in collecting any sums owed by Buyer to Seller. Buyer agrees to pay a late payment charge of one and one-half percent (1 1/2%) per month, or, if less, the maximum amount allowable by law, on all amounts not paid in full when due, payable on Seller's demand. Buyer shall not set off amounts due to Seller against claims against Seller.

5. CANCELLATIONS, CHANGES AND RETURNS.

Cancellations. All undelivered Products may be cancelled by Buyer only upon written approval of an authorized representative of Seller. Approval generally will not be granted less than two weeks before the shipment date. In the event of any cancellation of an order by Buyer, Seller reserves the right to charge Buyer such cancellation fees as determined by Seller including, without limitation, charges for labor and materials and the fees charged by Seller's suppliers.

Changes. Buyer may not alter or modify its order or any part thereof without Seller's prior, written consent. Seller reserves the right to change the price, terms of payment and delivery dates for any Products affected by any alterations or modification to which it consents. Prior to delivery of any Product, Seller reserves the right, without Buyer's consent or the necessity of a Change Order, and at no charge to Buyer, to incorporate any design modifications, engineering changes or improvements in the specification of a Product provided that, in Seller's reasonable judgment, unit price, delivery schedule, interchangeability or technical performance are not materially affected.

Returns. No Products may be returned to Seller without their prior, written authorization and Products may be returned only under the terms or conditions specified in such authorization. Returned Products must be of current manufacture, unused, in resalable condition, and securely packed to reach Seller without damage. Any cost incurred by Seller to put equipment in first class condition will be charged to Buyer.

All Product returned to Seller may be subject to a restocking charge plus the costs of freight, packaging, insurance and any import or export costs.

6. LIMITED WARRANTY AND REMEDY; DISCLAIMER OF OTHER WARRANTIES.

Limited Warranty. Sellers warrants to Buyer that the Products will be free from defects in material and workmanship under normal use and service for a period of one year from the date of Seller's delivery of the Products hereunder (the "Limited Warranty"). The Limited Warranty does not apply to products or parts furnished by third parties.

Remedy; Disclaimer of Other Warranties. There is **NO WARRANTY** in cases of damage in transit, negligence, abuse, abnormal usage, misuse, accidents, normal wear and tear, damage due to environmental or natural elements, failure to follow Seller's instructions or improper installation, storage, or maintenance. Products shall not be considered in breach of the Limited Warranty if they fulfill performance requirements that were provided by or for Buyer, published in Seller's literature, agreed by the parties, or reflected by samples approved by Buyer. Buyer must make claims for breaches of the Limited Warranty in writing: (a) within 10 business days after discovery of such defects; and (b) within the period set forth in the Limited Warranty above (collectively, the "Warranty Period"). Buyer's failure to make such claim within the Warranty Period shall constitute Buyer's irrevocable acceptance of the Products and Buyer's acknowledgement that the Products fully comply with the terms and conditions of this Contract, including with the Limited Warranty. If Buyer delivers written notice to Seller, within the Warranty Period, that the Products do not meet the Limited Warranty, and Seller verifies the Products do not meet the Limited Warranty, Seller, at its option, shall either (a) at Seller's expense, repair or replace the defective Products; or (b) refund the price to Buyer allocable to the defective Products. The Warranty Period on any re-delivered Products will be the unexpired portion of the original Warranty Period. These remedies shall not be available if the breach of the Limited Warranty was caused by Buyer's misuse, neglect, or alteration or by physical environment.

The undertaking to replace or repair Products which are defective in materials or workmanship set forth here shall be the full extent of Seller's liability in respect of the sale of Products under these Terms and Conditions of Sale. All warranties, conditions or representations express or implied (including merchantability, performance, or fitness for a particular purpose), statutory or otherwise and whether arising hereunder or under any prior agreement or in oral or written statements made by or on behalf of Seller during negotiations with Buyer or his representative are hereby excluded.

SELLER'S SOLE OBLIGATION AND BUYER'S EXCLUSIVE REMEDY HEREUNDER SHALL BE LIMITED TO THE REPLACEMENT, REPAIR OR REFUND DESCRIBED HEREIN. Any assistance Seller provides to or procures for Buyer outside the terms, limitations or

exclusions of the Limited Warranty will not constitute a waiver of the terms, limitations, or exclusions of the Limited Warranty, nor will such assistance extend or revive the Limited Warranty. Seller will not reimburse Buyer for any expenses incurred by Buyer in repairing, correcting, or replacing any defective Products, except for those incurred with Seller's prior written permission.

NO LIABILITY FOR OTHER OBLIGATIONS. SELLER SHALL NOT BE LIABLE TO BUYER, OR TO ANYONE CLAIMING UNDER BUYER, FOR ANY OTHER OBLIGATIONS OR LIABILITIES, INCLUDING, BUT NOT LIMITED TO, OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR OTHER TORT OR STATUTE OR ANY THEORY OF STRICT LIABILITY, WITH RESPECT TO THE PRODUCTS OR SELLER'S UNDERTAKINGS, ACTS OR OMISSIONS.

Recalls. In the event of a Product recall, Seller shall have the right to control the recall process and Buyer shall fully cooperate with Seller in connection with the recall. Any oral or written description of the Products is for the sole purpose of identifying the Products and shall not be construed as an express warranty. Prior to using or permitting use of the Products, Buyer shall determine the suitability of the Products for the intended use and Buyer shall assume all risk and liability whatsoever in connection therewith. Buyer agrees that Seller has no post-sale duty to warn Buyer or any other party about any matter. Buyer assumes all post-sale duty to warn its customers and indemnifies Seller against any Damages (as defined below) in connection with such duty or failure to warn.

7. ENGINEERING DATA AND TOOLING.

Seller owns all rights to all specifications, drawings, engineering instructions, data, material, equipment, software, processes, facilities, and tooling, including, but not limited to, models, patterns, dies, molds, jigs, fixtures, except to the extent that title is specifically transferred in writing from Seller to Buyer or originally supplied from Buyer to Seller. Buyer shall not copy, reproduce, distribute, publish, or communicate to any third-party, Seller's data, without the prior, written permission of a properly authorized representative of Seller. Seller hereby gives its permission to the Buyer to distribute product data or operation and maintenance information to the end user provided Buyer complies with the terms herein specified in **Export, Re-export, Transfer and Use Controls** above.

8. PATENT INFRINGEMENT AND DEFECTS IN BUYER'S SPECIFICATIONS.

Seller shall not be liable for patent infringement in the use, installation, or sale of Products. Orders manufactured to specifications, drawings, designs, approvals or descriptions provided by or for Buyer are executed only with the understanding that Buyer hereby agrees to indemnify and hold harmless Seller from any and all damages sustained by Seller, including, but not limited to, reasonable attorneys' fees, resulting from any action or threatened action against Seller for (a) infringement of the patents or proprietary right of any other person, or (b) injury to person or property, including death, relating to defects in specifications, drawings, designs, approvals or descriptions provided by or for Buyer.

9. CONFIDENTIAL INFORMATION; TRADEMARKS AND INTELLECTUAL PROPERTY.

Confidential Information. Buyer acknowledges that all trade secrets, designs, specifications and other Confidential Information (as defined below) which may be disclosed to it by Seller shall at all times, both during and after expiration or termination of this Contract for any reason, remain the exclusive property of Seller and that Buyer shall not acquire any proprietary interest whatsoever therein. "Confidential Information" means all knowledge and information disclosed by Seller to Buyer orally or in writing, or acquired by Buyer through observation, regarding Seller's products, technology, inventions, formulas, know-how, services, forecasts, sales methods, customer lists, customer usages and requirements, financial

information, business plans, strategies and future business relationships, disclosed with the exception of such information which: (a) was already part of the public domain at the time of the disclosure by Seller; (b) becomes part of the public domain through no fault of Buyer (but only after and only to the extent that it is published or otherwise becomes part of the public domain); (c) was in Buyer's possession prior to the disclosure by Seller and was not acquired, directly or indirectly, from Seller or from a third party who was under a continuing obligation of confidence to Seller; or (d) is received (after the disclosure by Seller) by Buyer from a third party who did not require Buyer to hold it in confidence and did not acquire it directly or indirectly from Seller under a continuing obligation of confidence. Except as necessary to perform its duties under this Contract, Buyer shall not use or disclose any of such Confidential Information but shall use the greater of the degree of care required by this Contract or the same degree of care given its own trades secrets and confidential information. Upon expiration or termination of this Contract for any reason, Buyer shall, within 15 days, surrender to Seller all plans, drawings, specifications, sketches, pictures, films, tapes, computer disks, literature, samples, documents, other tangible objects, and all copies thereof relating to trade secrets and other Confidential Information and all of Seller's property. Buyer shall be permitted to destroy rather than return all analyses, extracts, and summaries prepared by Buyer which contain Confidential Information, and such destruction shall be certified in writing to Seller by an authorized officer of Buyer who has supervised such destruction. Nothing in this Contract shall be construed to limit or negate the common or statutory law of torts or trade secrets where it provides Seller with broader protection than that provided herein. The obligations of confidentiality within this provision shall survive the termination or expiration of these Terms and Conditions of Sale for a period of ten (10) years.

Trademarks and Intellectual Property. For the purposes of this Clause, "Trademarks and Intellectual Property" means all intellectual and industrial property rights including patents, know-how, registered trademarks, registered designs, utility models, applications for and rights to apply for any of the foregoing, unregistered design rights, unregistered trademarks, rights to prevent passing off for unfair competition and copyright, database rights, and any other rights in any invention, discovery or process, in each case in the United States and all other countries in the world and together with all renewals and extensions. Subject to the pre-existing rights of third parties, all Intellectual Property Rights, title, and interest generated under this contract in any Products or Services or arising out of the performance of any Services shall vest in and be the exclusive property of Seller. Buyer shall not directly or indirectly cause or permit the reverse engineering, disassembly, or decompilation of the Products or Services. No right or license is granted to Buyer in respect of the existing or future Intellectual Property Rights of Seller, except the right to use the Products, or resell the Products, or use the Services in each case in Buyer's ordinary course of business. Buyer shall indemnify, defend and hold harmless Seller or its affiliates, officers, directors, employees, and agents from and against any and all damages, losses, costs, expenses, claims, demands, suits and judgments arising from actual or alleged infringements of any third-party's Intellectual Property Rights caused by (a) Seller having followed or used the instructions, specifications, designs or products furnished by the Buyer to be used in the Services or in the manufacturing of the Products or otherwise in relation with the Services or Products; (b) Seller having used the products or services of the sub-supplier specified by the Buyer; (c) Buyer's use or combination of the Products or Services in conjunction with other products or services not delivered by Seller where such infringement would not have arisen from the Products or Services itself; (d) Modification of the Products or Services other than by Seller; (e) Buyer's use of the Products or Services after Seller has informed Buyer of modifications or changes required to avoid infringement if the alleged infringement would have been avoided by implementation of Seller's recommended modifications or changes. Buyer and its affiliates agree to take all steps which Seller may from time to time consider to be necessary to perfect or protect Seller's rights in its trademarks including, without limitation, executing all necessary assignments, declarations, and other documents requested by Seller from time to time. Upon expiration or termination of this Contract for any reason, Buyer and its affiliates shall take such steps and execute such documents as

Seller requests to cause Seller to own all rights in its trademarks and to terminate any rights Buyer may have to use such trademarks. Buyer shall inform Seller promptly of any potential or actual infringement of any of Seller's trademarks and shall provide all assistance and information required by Seller, at Seller's expense, in connection with any such infringement.

10. INDEMNIFICATION, LIMITATION ON DAMAGES.

Indemnification. Buyer hereby releases and agrees to indemnify, defend and hold harmless Seller, its shareholders, officers, agents, employees, affiliates, successors, assigns and third-party suppliers ("Seller's Indemnified Parties") from and against any and all direct and indirect claims, debts, actions, causes of action, liabilities, losses, suits, demands, fines, penalties, judgments, omissions, damages or expenses whatsoever, including, without limitation, reasonable attorneys' fees and costs ("Damages") incurred by or against Seller or any of Seller's Indemnified Parties due to or arising out of, in connection with, resulting from or relating to (a) misrepresentations, breach of the warranties, representations, covenants or agreement(s) contained in this Contract or any law by Buyer or any of Buyer's shareholders, directors, officers, employees, affiliates, representatives, agents, successors or assigns ("Buyer's Parties"), or (b) any damage to or destruction of property, or injury to or death of persons caused, or alleged to have been caused, in whole or in part, by any intentional, reckless, negligent or other act (or failure to act) of Buyer or any of Buyer's Parties, or (c) losses, damages or injuries caused by Buyer's products, Buyer's specifications, designs, approvals or instructions provided to Seller, or due to improper application or use of the Products or otherwise, or (d) Buyer's violation of any federal, state or local law or regulation. Prior to settling any claim, Buyer will give Seller an opportunity to participate in the defense and/or settlement of such claim. Buyer shall not settle any claim without Seller's written consent.

LIMITATION ON DAMAGES. IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES OR LOST PROFITS IN CONNECTION WITH THIS CONTRACT OR THE PRODUCTS. SELLER'S AGGREGATE LIABILITY WITH RESPECT TO THIS CONTRACT AND THE PRODUCTS SHALL BE LIMITED TO THE MONIES PAID TO SELLER FOR THE PRODUCT(S) IN QUESTION. THESE LIMITATIONS APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF THE LIMITED REMEDY.

11. ASSIGNMENT.

Neither party may assign this Contract without the prior written consent of the other party provided, however, that Seller may assign this Contract in whole or in part to any of its affiliates and/or perform through subcontractors. Subject to the foregoing, this Contract shall inure to the benefit of, and be binding upon, the parties' successors and assigns.

12. INDEPENDENT CONTRACTOR.

Buyer is an independent contractor and neither Buyer nor any of its employees or agents shall be considered an employee or agent of Seller. Neither Buyer nor any of its employees or agents is authorized to incur any obligations or make any promises or representations on Seller's behalf.

13. FORCE MAJEURE.

Seller shall not be responsible for delay in delivery or failure to fill orders or other default or damage where such has been caused by an act of God, war, major disaster, terrorism, third-party criminal acts,

insurrection, riot, flood, earthquake, fire, strike, lockout or other labor disturbance, delay by carriers, shortage of fuel, power, materials or supplies, health pandemic or epidemic, contagion or the like, regulations, embargoes, operation of statutes, laws, rules or rulings of any court or government, demand for goods exceeding Seller's available supply or any other matter or cause beyond Seller's control. In the event of any delay in delivery, failure to fill orders or other default or damage caused by any of the foregoing, Seller may, at its option and without liability, prorate its deliveries, cancel all or any portion of the contract to the extent affected by the event of force majeure and/or extend any date upon which performance is due hereunder.

14. SURVIVAL.

The provisions found in sections 1, 4, 7, 8, 9, 10, 14, and 15 and the warranty and damage limitations in section 6, and any other provision, the performance or effectiveness of which naturally survives, shall survive expiration or termination of the parties' agreement for any reason. All of Seller's remedies herein are cumulative and not exclusive of any other remedies available to Seller at law, by contract or in equity.

15. GENERAL ARBITRATION PROVISION.

Any disputes, claims or controversies arising under or relating to this Contract including but not limited to any tort claims, shall be finally determined by binding arbitration. The arbitration shall be administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules. The arbitration shall be conducted by a single, neutral arbitrator selected by mutual agreement of the parties or, if the parties cannot reach an agreement, by the AAA under its standard selection procedures. The arbitration shall take place in Milwaukee, Wisconsin. Judgment on any arbitration award rendered by the arbitrator may be entered in any court of competent jurisdiction. Notwithstanding the foregoing, Seller shall be entitled to an injunction or injunctions to prevent breaches of this Agreement by Buyer, including breaches of the confidentiality and intellectual property provisions herein, and may specifically enforce this Agreement in any action instituted in any court having appropriate jurisdiction. These specific remedies are in addition to any other remedy to which Seller may be entitled to at law or in equity.