Royal Metal Products LLC
Standard Terms and Conditions of Quotation and Sale

1. **Seller**. The Seller is Royal Metal Products LLC, d/b/a Heating & Cooling Products, Inc. ("Seller"). Seller will be identified in the quotation or proposal (collectively, "Quote(s)") submitted to the buyer ("Buyer").
2. **Validity**. Quotes expire at the end of the validity period stated in the Quote. If no validity period is stated, the Quote expires 90 days from the date of the Quote, unless extended in writing by Seller.
3. **Formation.** Seller's Quote is a request for an offer from Buyer. These Standard Terms and Conditions of Quotation and Sale ("Terms") set forth the terms and conditions of Seller's offer (or counteroffer, as applicable) to Buyer to sell the goods or services described in the Quote (collectively, "Products"). By issuing Seller a purchase order or other contract ("Purchase Agreement") based on or referring to the Quote, Buyer makes an offer to purchase the Products under the terms of Seller's Quote. Any Purchase Agreement between Buyer and Seller is expressly conditioned on Buyer's acceptance of the terms of the Quote, including without limitation these Terms, and is expressly and exclusively limited to the terms of the Quote. No acknowledgement of a Purchase Agreement, any commencement of work necessary to sell the Products, or acceptance of payment from Buyer by Seller will act to void or vary the terms of the Quote. Buyer's acceptance of the terms of the Quote will be conclusively presumed from Buyer's acceptance of the Product(s), in whole or in part, or from Buyer's payment for any part of the Product(s). The Quote, including these Terms, are the only terms, conditions, and limitations to which Seller agrees. The Terms serve as a written objection to all such inconsistent or additional terms, conditions, and limitations. Seller's failure to object to any terms or conditions in the Purchase Agreement or any of Buyer's other documents or forms does not waive and will not be construed to waive the terms of the Quote, nor as acceptance pf any other terms or conditions. The Quote constitutes the entire agreement between Seller and Buyer and supersedes all other proposals, quotations, negotiations, representations, agreements, terms, conditions, and limitations, whether in the Purchase Agreement or in any other of Buyer's (or any third party's) forms and documents, which are inconsistent with or in addition to the Terms. The Terms may be modified, altered, or added to only by a subsequent written instrument signed by Seller's authorized representative which sets forth with particularity and not through incorporation by reference the precise terms, conditions, and limitations modified, altered, or added to with specific written reference to the Terms which are modified, altered, or added to. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, waives or serves to explain or interpret, or will be construed to waive or to serve to explain or interpret, these Terms. Any references by Seller to Buyer's specifications and similar requirements are only to describe the Products and no warranties or other terms or conditions contained in Buyer's specifications shall have any force or effect.
4. **Pricing**. Prices for Products are those stated in Seller's Quote and confirmed in the applicable Purchase Agreement. All pricing is stated in U.S. (United States) Dollars, and Buyer will pay Seller in U.S. Dollars. All prices include the cost of Seller's standard test, inspection, and commercial packing. Taxes, transportation costs, and costs resulting from special requirements are in addition to the quoted prices. The quoted price(s) may be increased upon written notice to Buyer if Seller's cost to produce the Product increases as a result of: (a) any decree, order, measure, code, regulation, or other legislative or administrative action taken, made, or enacted by foreign, federal, state, or local governmental authorities; or (b) increase in the cost of labor, raw materials, or components.
5. **Taxes**. In addition to the price of Products, Buyer will pay to Seller, upon demand, or furnish to Seller evidence of exemption from, all taxes (including without limitation sales, use, excise, ad valorem, or value-added taxes), duties, fees, charges, or assessments of any nature (but excluding taxes on Seller's income), taxes levied by any governmental authority against Seller with respect to any Products, or otherwise in connection with the Purchase Agreement. If Seller pays any taxes, duties, fees, charges, or assessments of any nature which are owed by Buyer, Seller may invoice Buyer for such taxes and other charges, and Buyer will reimburse Seller without objection.
6. **Tooling.** A tooling charge may be imposed for any special tooling or equipment, including without limitation dies, fixtures, molds, and patterns (collectively, "Tooling"), acquired by Seller to manufacture the Products. Seller is the sole and exclusive owner of all Tooling and Buyer will not acquire any rights, title, or interest in or to any Tooling used to produce the Products, unless the Purchase Agreement includes a separately priced line item for tooling or equipment to be purchased by Seller and owned by Buyer (even if held and used by Seller).
7. **Delivery**. Seller will deliver Products in accordance with the Product lead times or delivery schedule set forth in the later of (i) the Quote or (ii) the Purchase Agreement containing the applicable schedule. Timely delivery is conditioned on prompt receipt by Seller of all information necessary to permit Seller to start and complete work. Seller will deliver the Products EX Works (INCOTERMS 2020) Seller's place of business. Title to Products will pass to Buyer upon payment in full. Buyer will promptly provide Seller with any information reasonably requested by Seller related to delivery or transportation of the Products. Seller will deliver Products packaged and labeled in accordance with standard industry practice. Claims by Buyer for shortages or errors in delivery must be made within five (5) days after delivery of the Products.
8. **Deferral of Delivery.** If Buyer requests and Seller accepts a deferral or other extension to a delivery date, Seller's agreement to such deferral does not excuse Buyer from its obligations to pay for the Products as if the Products had been delivered in accordance with the original delivery date. Buyer will modify the Purchase Agreement accordingly promptly after agreement by Seller.
9. **Force Majeure**. Seller shall not be liable for loss or damage resulting from delay or failure of delivery or performance due to Seller's other production requirements or plant conditions, to strike, differences with workmen, lockout, or any labor shortage or difficulty, to fire, flood, accident, quarantine restrictions, earthquake, tornado, disease outbreak, public health crisis, epidemic, pandemic or other casualty or act of God, to war, riot, civil disobedience or other emergency or acts of civil or military authorities, to compliance with orders, priorities, regulations or requests of any governmental agencies, to embargoes, failure of Seller's suppliers to meet delivery schedules or any shortage of raw materials howsoever caused, to inability or delay in obtaining labor or materials, to inability or delay in obtaining cars, trucks, fuel, or machinery necessary for transportation, to delay in Seller's Credit Department receiving information upon which its approval of Buyer or the Purchase Agreement is based, or to cause, condition, or contingency beyond the reasonable control of Seller, whether or not similar to those enumerated in this Section 8. In the event of any of the foregoing, Seller may apportion its production and all stock material among its customers in such manner as it may consider equitable and extend the time of performance by the period of such delay. Further, if Seller's supplier pricing goes up due to a Force Majeure event, Seller may pass that cost to Buyer. The Parties agree to either (i) adjust the price(s) in the Agreement during the period of Force Majeure for performance to continue; or (ii) delay the performance until the price(s) return to normal. If the price(s) never come back down, then the change in cost will be adjusted in the Agreement going forward and paid by the Buyer once performance resumes.
10. **Changes**. Buyer may request at any time to make changes in drawings, designs, specifications, technical requirements, packaging, labelling, time or place of delivery, and method of transportation. If any such change increases the cost of or the time required for performance, or both, Buyer will make an equitable adjustment to the affected prices and schedule or delivery dates, or both, as proposed by Seller and agreed by Buyer and Seller. Buyer will modify the Purchase Agreement accordingly promptly after agreement by Seller and Buyer.
11. **Cancellation**. A Purchase Agreement accepted by Seller may be cancelled by Buyer only with express written consent of Seller's authorized representative. Upon Seller's consent to cancellation, Seller will, at its election: (a) cease work and hold for Buyer all completed or partially completed Products and work in progress; or (b) continue processing the Products to the point at which production can be halted with the least inconvenience to Seller under the circumstances. Buyer will pay Seller for the cost of all labor and materials Seller has committed or identified to the Purchase Agreement, plus Seller's cancellation charges and a reasonable profit.
12. **Payment.** Buyer will pay all undisputed portions of Seller's invoice in full within thirty (30) days after the date of Seller's invoice without deductions, including without limitation deductions for currency conversion, exchange fees, bank charges, taxes, fees, duties, or other charges, set offs, counterclaims, back charges, or any other charges whatsoever. Buyer's obligations to Seller will remain unimpaired regardless of disputes which may arise between Buyer and any third party. Buyer will dispute all or any portion of Seller's invoice within such 30-day period. Failure to dispute an invoice within the 30-day period constitutes Buyer's unconditional acceptance the invoice. Buyer will remit payment to the Seller at the address specified in the Quote. Buyer's failure to make payment when due gives Seller the right, at its option, and in addition to any other remedies available to Seller at law or in equity, to suspend shipment of the effected Products until full

payment is received and to charge Buyer interest on all past due balances at 1.5% per month, but no more than the highest rate permitted by applicable law, until the full balance is paid. Buyer hereby grants to Seller a security interest in all delivered Products for which timely payment has not been received.

13. **Credit.** All shipments are subject to the approval of Seller's Credit Department. If Seller determines, in its sole discretion, that Buyer's credit is unsatisfactory or Buyer's financial situation is impaired, or if Buyer fails to make any payment in accordance with the terms of the Purchase Agreement, Seller may defer or decline to make any deliveries except upon receipt of security satisfactory to Seller or cash payments in advance, or Seller may terminate the Purchase Agreement.

14. **Warranty**. Seller warrants that the Product(s) will at the time of delivery be free from defects in material (unless such material was supplied by Buyer, or the supplier of such material was suggested or directed by Buyer) and workmanship (unless such workmanship is the result of services performed by Buyer or by a supplier suggested or directed by Buyer). If, within twelve (12) months from the date of delivery to Buyer, the Product does not meet the foregoing warranty, and Buyer notifies Seller in writing prior to the expiration of such period, Seller will, at its option, upon satisfactory demonstration by Buyer that the Product was defective at the time of delivery, correct any such defect, either by repairing the defective Product, making available a repaired or replacement Product, or refunding the purchase price of the Product. Warranties on goods sold but not manufactured by Seller are expressly limited to the terms of warranty of the manufacturer of such goods. Products which are proven by Seller to be free from defects will be returned to Buyer EX Works (INCOTERMS 2020) Seller's place of business, and Buyer will reimburse Seller for its reasonable costs to demonstrate that the Products are not defective. Buyer will return the defective Product to Seller's facility, and is responsible for the mode of transportation, payment of transportation costs and the cost of insurance during transport, risk of loss during transit, and customs clearance and associate taxes, duties, or charges. Title to the defective Product remains at all times with Buyer, unless Seller provides Buyer with a replacement Product, in which case, title to the defective Product transfers to Seller at the time the replacement Product is delivered to Buyer in accordance with this Section 11. Seller will re-deliver the Product to in accordance with Section 7 Delivery contained herein. EXCEPT FOR THE FOREGOING EXPRESS WARRANTY, SELLER MAKES NO REPRESENTATIONS, GUARANTEES, OR WARRANTIES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, BY STATUTE OR OTHERWISE, AND SELLER SPECIFICALLY DISCLAIMS ANY OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, OR EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF QUALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OR ANY WARRANTY AS TO THE VALIDITY OF ANY PATENTS OR THE NON-INFRINGEMENT, VIOLATION, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT, TRADE SECRET, OR OTHER RIGHTS OF THIRD PARTIES. Notwithstanding anything to the contrary in the Purchase Agreement, the foregoing warranty constitutes Buyer's sole remedy and Seller's sole liability for breach of warranty. The foregoing warranty does not apply to any defect which results, in whole or in part, from: (a) Buyer's design, drawings, specifications, technical requirements, or other instructions; (b) any improper storage, packaging, handling, or transport after delivery; (c) any physical damage to, or misuse, misapplication, or extraordinary use or abuse of the Product; (d) improper installation; (e) alteration, service, maintenance, repair, overhaul, or substitution of parts by Buyer or any third party; or (f) operation beyond the Product's capabilities or use in abnormal operating conditions, including without limitation temperature, humidity, or corrosive environments or elements. Seller is not liable for any costs incurred in removing or refitting the Product as a consequence of a warranty claim. The foregoing warranty period will not be extended by the fact that any part of the Product has been repaired or replaced under warranty. The forgoing warranty applies only to Buyer and its successors and permitted assigns.

15. **Seller's Intellectual Property Rights**. Seller retains all rights, title, and interest in and to its Intellectual Property Rights. Buyer agrees that nothing in submitting a Quote or in acceptance or performance of any Purchase Agreement grants or will be construed to grant Buyer any rights, title, or interest in or to Seller's Intellectual Property Rights, including without limitation any license, express or implied, to such Intellectual Property Rights. Any grant of license or other transfer of Seller's Intellectual Property Rights to Buyer must be made in a separate written agreement signed by Seller's authorized representative. "Intellectual Property Rights" means, to the extent that any of the following are recognized in any jurisdiction, any industrial and intellectual property and/or proprietary rights, whether registered or unregistered, legal or beneficial, including without limitation registered or otherwise protected trademarks and service marks, protections from trademark dilution, good will associated with service marks and trademarks, patents (including applications for patent protection), trade secrets, know-how, trade names, database rights, moral rights, designs, copyrights, mask works, publicity rights, Confidential Information, and rights in confidentiality or confidence, whether developed, generated, or acquired by Seller before or after the effective date of a Purchase Agreement, or in the course of performance of a Purchase Agreement.

16. **Limitation of Liability; Indemnity.** Notwithstanding anything to the contrary in the Purchase Agreement, Seller's total cumulative liability to Buyer arising out of, connected with, or resulting from the manufacture, sale, delivery, possession, use, or handling of any Product(s), whether in contract, tort (including negligence), warranty, or strict liability, including without limitation indemnification or warranty obligations or otherwise, will not in any event exceed the purchase price of the Product(s) giving rise to Buyer's claim. In no event will Seller be liable for penalties, penalty clauses, or liquidated damages of any description. IN NO EVENT WILL SELLER BE LIABLE TO BUYER FOR INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES OF ANY KIND OR NATURE ARISING OUT OF THE PURCHASE AGREEMENT OR SELLER's BREACH OF THE PURCHASE AGREEMENT, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, LOSS OR INACCURACY OF DATA, OR LOSS OF USE DAMAGES, EVEN IF BUYER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF UNDER APPLICABLE LAW SUCH DAMAGES WOULD NOT BE CONSIDERED INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES. The giving or failure to give advice or recommendation of any kind or character by Seller does not and will not impose any liability on Seller. Buyer hereby indemnifies, defends, and holds harmless Seller, its officers, directors, employees, agents, successors, and assigns (each an "Indemnitee," and collectively, the "Indemnitees"), from and against any and all third party damages, losses, claims, suits, and other liabilities arising directly or indirectly out of the Products sold under a Purchase Agreement, including without limitation: (a) personal injury, including death, and damage to tangible property; (b) claims of infringement, misappropriation, or violation of third party Intellectual Property Rights or the possession, use, manufacture, sale, or offer for sale, or duplication or modification of any Product(s); or (c) Buyer's violation of applicable law. The foregoing indemnity does not apply to the extent that such damages, losses, claims, suits, and other liabilities result from the sole negligence of Seller or its employees or agents. If: (a) Buyer supplies materials to Seller to manufacture the Product; or (b) Seller obtains any part of the Product from a supplier suggested or directed by Buyer; or (c) any part of the manufacture of the Product is carried out by a supplier suggested or directed by Buyer, Buyer hereby indemnifies, defends, and holds the Indemnitees harmless in accordance with this Section 13 from and against any loss, damage, or costs suffered by Seller when performing the Purchase Agreement that is directly or indirectly attributable to the negligence or wrongful acts or omissions of Buyer or such supplier. All claims made by Buyer (including without limitation indemnification claims) must be made within one (1) year after expiration or termination of the Purchase Agreement.

17. **Confidentiality**. Any non-disclosure or confidentiality agreement ("NDA") previously entered into by Buyer and Seller related to the Quote or Purchase Agreement is hereby incorporated herein by reference. Notwithstanding anything to the contrary in the NDA, the term of the NDA will be concurrent with the term of the Purchase Agreement. If no such NDA exists, the following terms apply. "Confidential Information" means any information disclosed by the disclosing party to the receiving party in connection with a Quote or Purchase Agreement that is: (ii) in a written or other tangible form and is marked confidential, proprietary, or words to this effect; or (iii) is disclosed orally, electronically, or in another intangible form and is identified as being confidential at the time of disclosure or is later identified as confidential in a written notice to the receiving party. Notwithstanding the foregoing, Confidential Information does not include information that: (1) at the time of its disclosure or thereafter becomes part of the public domain or otherwise publicly available through no act or fault of the receiving party; (2) is known to the receiving party at the time of its disclosure by the disclosing party; (3) is independently developed by the receiving party without reference to or use of the Confidential Information disclosed by the disclosing party; or (4) is rightfully disclosed to the receiving party by a third party not subject to an obligation of confidentiality. The receiving party will: (a) keep the disclosing party's Confidential Information in confidence, using the same degree of care as it uses to protect its own confidential information of like nature, but not less than a reasonable degree of care; (b) not disclose such Confidential Information to any third party, except its employees who have a need to know or who because of their position or function in the receiving party's organization would ordinarily be made aware or become aware of such information; and (iii) use such Confidential Information only in connection with the Quote or Purchase Agreement. The receiving party may disclose the disclosing party's Confidential Information without liability for such disclosure to the extent that such disclosure is: (i) required by applicable law, government authority, duly authorized subpoena, or court

order, in which case the receiving party will provide prompt notice to the disclosing party and endeavor to give the disclosing party an opportunity to respond prior to such disclosure; (ii) required to be made to a court or other judicial or administrative tribunal in connection with the enforcement of the receiving party's rights under the Purchase Agreement; or (iii) approved by the prior written consent of the disclosing party. Upon the termination or expiration of the Purchase Agreement, the receiving party will, at the disclosing party's option and expense, return all of the disclosing party's Confidential Information to the disclosing party or destroy the same and certify in writing as to such destruction, except that a receiving party's attorney may retain one (1) copy of the disclosing party's Confidential Information for archival purposes only. The obligation of confidentiality set forth in this Section 14 will apply to all Confidential Information for a period of two (2) years after the date of termination or expiration of the Purchase Agreement.

18. **Insurance**. Seller will, at its sole expense, procure and maintain insurance of the types and in sufficient amounts to cover the insured risks identified in the Purchase Agreement. At a minimum, Seller will carry statutory workers' compensation insurance and general comprehensive or aviation insurance, or both, covering its liabilities under the Purchase Agreement. Seller will provide certificates of insurance promptly upon Buyer's written request.
19. **Termination for Default**. Buyer or Seller may terminate the Purchase Agreement, in whole or in part, by written notice to the other party, if the other party: (a) fails to comply with any material provision of the Purchase Agreement and does not cure such failure within thirty (30) days after the date of receipt of the non-breaching party's notice of default; or (b) becomes insolvent; fails to pay its debts as these become due, except as may be prohibited by applicable bankruptcy laws; makes a general assignment for the benefit of creditors; pursues any remedy under law relating to relief for debtors; or if a receiver is appointed for a party's property. If Buyer fails timely to cure any material breach of the Purchase Agreement, Seller may cancel the Purchase Agreement and declare all of Buyer's obligations immediately due and owing, in addition to any of Seller's other remedies at law or in equity.
20. **Export Control.** Each Seller is registered with U.S. Department of State Directorate of Defense Trade Controls and will supply its registration number upon Buyer's written request. Seller will comply with all export control laws applicable to the Products, including without limitation the: (a) Export Administration Regulations ("EAR") administered by the Bureau of Industry and Security, U.S. Department of Commerce, 15 C.F.R. parts 730-774; (b) International Traffic In Arms Regulations ("ITAR") administered by the Directorate of Defense Trade Controls, U.S. Department of State, 22 C.F.R. parts 120-130; (c) Foreign Assets Control Regulations and associated Executive Orders administered by the Office of Foreign Assets Control, U.S. Department of the Treasury, 31 C.F.R. parts 500-598; and (d) applicable laws and regulations of other countries (collectively, "Export Control Laws"). If the Purchase Agreement requires Seller to produce Products pursuant to detailed designs, drawings, specifications, technical requirements, or other instructions developed by Buyer and furnished to Seller that do not require research, development, or design work by Seller, Buyer will notify Seller in advance whether the Products are controlled by Export Control Laws and provide the relevant category in the United States Munitions List ("USML") or the Export Control Classification Number ("ECCN") under the EAR and any other information reasonably requested by Seller from time to time regarding export control of the Products.
21. **Material Cost Changes.** In the event the cost for any raw materials (e.g.; Titanium, Aluminum, etc.) increase by 3% from the price used to quote, the Seller may request an equitable adjustment to the prices. Seller must make the request for the price adjustment in writing and the changes to the prices must be documented in writing.
22. **Designated Supplier.** In the event a designated supplier increases cost for castings, forgings, proprietary fittings, special tubing, or the cost of materials or services, then Seller shall be passed through the additional cost to Buyer. Seller must request the equitable adjustment in writing and the changes to the prices must be documented in writing.
23. **Code of Conduct**. Seller is committed to conducting its business ethically and lawfully. Seller, through its ultimate parent company, Smiths Group plc, maintains a Code of Corporate Responsibility and Business Ethics and mechanisms for reporting unethical or unlawful conduct. Seller `expects Buyer also to conduct its business ethically and lawfully. If Buyer has cause to believe that Seller or any employee or agent of Seller has behaved unethically or unlawfully under, or in connection with, a Purchase Agreement, Buyer is encouraged to report such behavior to Seller or to Smiths Group plc. Smiths Group plc's Code of Corporate Responsibility and Business Ethics and mechanisms for making such reports are available on https://www.smiths.com/-/media/files/responsible-business/code-of-business-ethics/code-of-business-ethics---english.pdf.
24. **Independent Contractor.** The relationship between Buyer and Seller is that of a buyer and a supplier who is an independent contractor. Nothing in the Purchase Agreement creates or will be construed as creating any employer/employee, agency, joint venture, partnership, or other business relationship of any kind. Each party's employees, contractors, agents, and representatives who perform a Purchase Agreement will at all times be under such party's direction and control. Each party will pay all wages, salaries, and other amounts due its employees in connection with performance of or obligations under a Purchase Agreement and will be solely responsible for all governmental reports and obligations due with respect to its employees, including without limitation social security and income tax withholdings, unemployment compensation, worker's compensation, and equal employment opportunity reporting. One party's employees will not be considered the other party's employees for any purpose.
25. **No Agency**. Neither party will in any manner assume or create any right or obligation, express or implied, on behalf of or in the name of the other party or in any way bind the other party.
26. **Precedence.** In the event of a conflict between a term or condition of the Purchase Agreement and a term or condition of these Terms, the term or condition of the Terms will have precedence.
27. **Compliance with Laws**. Seller and Buyer will in performance of the Purchase Agreement comply with all applicable foreign and United States federal, state, and local laws and regulations.
28. **Assignment**. Neither party may assign the Purchase Agreement or any of its rights or obligations thereunder, in whole or in part, without the prior written consent of the other party, which consent will not be unreasonably withheld, delayed, or conditioned. Any assignment by a party without the other party's prior written consent is void. Seller may assign any or all of its rights and obligations under a Purchase Agreement to any of its affiliates upon written notice to and without Buyer's consent. For purposes hereof, "affiliate" means an entity controlling, under common control with, or controlled by Seller, including without limitation an entity resulting from a merger, consolidation, or other business combination by, of, or involving Seller, or the purchase of all or substantially all of Seller's assets or stock.
29. **Governing Law.** The Purchase Agreement is governed by and will be construed in accordance with the laws of the State of South Carolina applicable to contracts made and performed entirely therein without presumption or construction against the party responsible for the drafting of any particular term and without regard to or application of the principles of choice of laws. The parties expressly disclaim the application to the Purchase Agreement of the United National Convention on the International Sale of Goods.
30. **Notices.** All notices will be sufficient if made in writing and will be effective upon receipt if: (a) personally delivered; (b) mailed by United States registered or certified mail, postage prepaid, and return receipt requested; or (c) sent via overnight or international courier, with written confirmation of delivery. Notices will be sent to the attention of the individual identified as the point of contact for a party in the Purchase Agreement at the address for each party stated in the Purchase Agreement.
31. **Miscellaneous.** (a) The Purchase Agreement may not be modified, amended, canceled, or in any way altered, or modified by custom and usage of trade or course of dealing, except by a writing signed by the parties' authorized representatives. (b) The section headings are for convenience only and will not in any way limit the scope or affect the interpretation of any provision of the Terms. (c) If any condition, term, or condition of a Purchase Agreement: (i) contravenes any then current applicable laws, regulations, or administrative acts; or (ii) is at any time held to be void, invalid, or unenforceable, such term or condition will be construed as severable and will not in any way effect or render void, invalid or unenforceable any other term or condition of the Purchase Agreement, which will remain in full force and effect. (d) Failure or delay by either party to exercise any right, remedy, power, or privilege accorded by the Purchase Agreement does not constitute a waiver thereof. A waiver is effective only if made in writing and signed by the authorized representative of the waiving party. A written waiver of default will not operate as a waiver of any other default or of the same default in the future. (e) Neither these Terms nor the Purchase Agreement confers or is intended to confer any rights or remedies upon any third party. (f) All rights and remedies granted to a party under the Purchase Agreement will be cumulative and not exclusive and will be in addition to and not in lieu of the party's rights arising under applicable law or otherwise.
32. **Master Agreement.** If Buyer and Seller have agreed in writing to terms and conditions governing the purchase and sales transactions between them, such

terms apply in lieu of these Terms, whether or not such terms are referenced in the Purchase Agreement.

33. **Sales for U.S. Government End Use.** Seller is registered in SAM.gov and will provide its CAGE Code and DUNS number upon written request. Seller is a large business. The Product(s) constitute a commercial item as defined in FAR 2.101. FAR, DFARS, and other agency procurement clauses apply based on commerciality and the dollar value of the Purchase Agreement. Seller is exempt from the Cost Accounting Standards in accordance with 48 C.F.R. 9903.201-1(b and from compliance with the Truth in Negotiations Act, 10 U.S.C. §2306.