

# General Terms and Conditions of Sale

## 1 DEFINITIONS AND INTERPRETATION

1.1 **Applicability.** These General Terms and Conditions of Sale (Hyperion) (the “**General Terms**”) apply to all sales of Products and/or Services by the Seller to the Purchaser and form an integral part of the Agreement. Any reference herein to the Agreement shall be construed as including these General Terms.

1.2 **Definitions.** In these General Terms:

“**Affiliate**” means, with respect to a Party, any other entity who, directly or indirectly, controls, is controlled by, or is under common control with such Party, where the term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting or other securities, by contract or otherwise;

“**Agreement**” means the executed written agreement between the Parties that references these General Terms whereby the Purchaser agrees to purchase and the Seller agrees to sell Products and/or Services;

“**Applicable Law**” means, collectively, statutes, laws, by-laws, ordinances, proclamations, orders, decisions, resolutions, rules and regulations issued by any government or quasi-governmental authority that has jurisdiction over any Party.

“**Business Day(s)**” means a day (other than a Saturday or Sunday) on which banks are open for general business in the city and country of where the Seller and the Purchaser has its respective registered office;

“**Nonconforming Product**” means a Product shipped that is different from the Products identified in the Agreement.

“**Party**” means each of the Seller and the Purchaser individually, and “**Parties**” means the Seller and Purchaser jointly;

“**Price**” means the purchase price for the Products and/or Services set out in the Agreement;

“**Product**” means each of the materials, parts, components or other goods explicitly specified in the Agreement and delivered by the Seller pursuant to the Agreement;

“**Purchaser**” means the party named, or referred to, in the Agreement as the purchaser of the Products and/or Services (or its successors or assignees);

“**Purchase Order**” means the written purchase order issued by the Purchaser to the Seller for the Products and/or Services;

“**Seller**” means the party named, or referred to, in the Agreement as “Hyperion” (or any variations thereof) or the seller of the Products and/or Services (or its successors or assignees); and

“**Services**” means each of the services explicitly specified in the Agreement and delivered by the Seller pursuant to the Agreement.

1.3 **Interpretation.** In the Agreement, unless the context indicates otherwise (i) words in the singular shall have a comparable meaning when used in the plural, and vice versa; (ii) the words “include” and all variations thereof are to be construed without limitation; (iii) the word “or” shall not be construed as exclusive; (iv) references to a provision of law is a reference to that provision as amended or re-enacted; and (v) references to a “person” or “entity” includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality). The rule of interpretation that a written agreement shall be interpreted against the party responsible for the drafting or preparation of that agreement shall not apply.

1.4 **Inclusion of Affiliates.** If and to the extent any supply or delivery of Products and/or Services is made by or to an Affiliate of a Party, any references herein to the Seller shall automatically apply in the same way to all the Seller Affiliates and all references herein to Purchaser shall automatically apply in the same way to all Purchaser Affiliates.

## 2 GENERAL TERMS OF SUPPLY OR FRAMEWORK ARRANGEMENTS

2.1 The Seller may accept or reject any Order in its absolute discretion and for its sole interest at any time.

2.2 The Seller may without notice suspend or terminate the supply of Products and/or Services or the granting of any rights where any amount payable remain(s) unpaid after the applicable due date.

## 3 EVIDENCE OF AGREEMENT

3.1 The Agreement contains the entire agreement between the Parties with respect to its subject matter and supersedes all prior communications and agreements. The Purchaser acknowledges that by entering into the Agreement it does not rely on any communication that has not been expressly set out in the Agreement. No terms and conditions submitted by Purchaser that are in addition to, different from, or inconsistent with these General Terms shall be binding upon Seller unless specifically and expressly agreed in writing.

3.2 These General Terms and the terms of the Agreement apply to the exclusion of, and the Seller expressly rejects, any other terms or conditions that may be sought to be invoked by the Purchaser (including without limitation any terms referenced in any Purchase Order or on any online website or electronic platform), or which are implied by trade, custom, practice or course of dealing. Fulfillment of Purchaser’s order does not constitute acceptance of any of Purchaser’s terms and conditions and does not serve to modify or amend these General Terms.

## 4 DELIVERY AND RISK

4.1 **Time of Delivery.** All shipment or delivery dates are approximate. The Seller reserves the right to ship the Products in advance of any established delivery schedule or extend delivery dates set forth on any such delivery schedule. The Seller may, in its sole discretion, without liability or penalty, make partial delivery of the Products. Each delivery hereunder shall be deemed a separate transaction. Payment for any Products and/or Services included in partial delivery shall become due in accordance with the payment terms set out in Section 7. No non-conforming tender or delay or failure in the shipment or delivery of any one lot shall excuse Purchaser from accepting tender of any remaining installments hereunder. A default in any payment by Purchaser after shipment or offer of shipment of any installment may, at the sole and absolute discretion of Seller, be deemed a material default of the entire Agreement.

4.2 **Terms of Delivery.** Unless otherwise agreed, all deliveries of the Products shall be CIP (Carriage and Insurance Paid) to the “Shipping Location” indicated in the Agreement in accordance with INCOTERMS 2010. If the Seller is not able to deliver the Products to the Purchaser on the agreed delivery date(s) due to the Purchaser’s inability, unavailability or unwillingness to accept delivery, the Seller reserves the right to dispatch any Products at the Seller’s discretion or put them into storage at the expense and risk of the Purchaser. Such cost shall be immediately due and payable on demand, but such liability shall not affect Purchaser’s obligation of purchasing the Products and the right of the Seller to claim damages for breach of such obligation.

4.3 **Delivery Inspection.** The Purchaser shall upon receipt of a Product inspect said Product to ascertain if the Product is a Nonconforming Product, and no later than three (3) Business Days after receipt of the Nonconforming Product shall notify the Seller of any such nonconformity. If Purchaser timely notifies Seller of any Nonconforming Product, Seller shall, in its sole discretion, (i) replace such Nonconforming Product with conforming Products, or (ii) credit or refund the Price for such Nonconforming Product. Purchaser shall ship, at its expense and risk of loss, the Nonconforming Product to Seller. If Seller exercises its option to replace the Nonconforming Product, Seller shall, after receiving Purchaser’s shipment of Nonconforming Product,

ship to Purchaser, at Purchaser's expense and risk of loss, the replaced Product to the "Shipping Location" indicated in the Agreement or other location as agreed upon by the Parties.

4.4 Transfer of Title. Unless otherwise agreed in writing, title to each Product purchased by the Purchaser shall transfer in accordance with the terms of delivery as specified in paragraph 4.2. As collateral security for the payment of the purchase price of the Products, Purchaser hereby grants to Seller a lien on and security interest in and to all of the right, title and interest of Purchaser in, to and under the Products, 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 the Uniform Commercial Code.

4.5 Access to Delivered Products. In addition to all other rights which the Seller has under the Agreement or Applicable Law, the Seller will be entitled to enter the premises of the Purchaser at any time (to the extent permissible by law) to recover possession of those Products for which the payment has not been duly made. The Purchaser must keep the Products insured, against all risks for Products of that kind which would normally be insured against by a prudent businessperson to at least their full replacement value, from the time the title in the Products passes to the Purchaser until the Purchaser has fully satisfied its payment obligations for such Products under the Agreement.

## 5 LIABILITY FOR DELAY

5.1 The Seller shall not be liable for any non-delivery of Products (even if caused by Seller's negligence) unless Seller has guaranteed a specific delivery date in writing, and Purchaser gives written notice to Seller of the non-delivery within ten (10) Business Days of the date when the Products should have been received. Any liability of Seller for non-delivery of the Products shall be limited to replacing the Products within a reasonable time or adjusting the invoice respecting such Products to reflect the actual quantity delivered. The Seller will not be liable for any cost or loss due because of a delay, which delay is due to an act or omission of the Purchaser.

5.2 The remedies set out in this Section 5 shall be the sole and exclusive remedies available to the Purchaser in the event of any delay in delivery of Products and/or Services purchased under the Agreement. The Purchaser shall forfeit its right under this Section 5 if it fails to lodge a claim in writing for such compensation within ten (10) Business Days after the agreed delivery date.

## 6 WARRANTY AND REMEDY OF DEFECTS

6.1 Warranties. The Seller warrants to Purchaser that for a period of one (1) year from the date of shipment of the Products ("**Warranty Period**") that the Products and/or Services supplied shall, under proper use, (i) materially conform to specifications set out in the Agreement, if any, and (ii) shall be free from material defects in material and workmanship. In this Section 6, "proper use" means installation, commissioning, operation and maintenance in accordance with the Seller documentation and/or instructions.

6.2 No responsibility in relation to Purchaser's products. The Seller shall not be liable for any damage to property caused by the Products after their delivery and whilst they are in the possession of the Purchaser. Nor shall the Seller be liable for any damage to products manufactured by the Purchaser or to products of which the Purchaser's products form a part. If the Seller incurs liability towards any third party for such damage to property as described in the preceding paragraph, the Purchaser shall indemnify, defend and hold the Seller harmless. In no event does the Seller give any warranty to parts or components manufactured and/or supplied by any third party, unless otherwise agreed.

No other Expressed or Implied Warranties. EXCEPT FOR THE WARRANTY SET FORTH IN SECTION PARAGRAPH 6.1, SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCTS OR SERVICES, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; OR (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (iii) WARRANTY OF TITLE; OR (iv) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

6.3 Notice of Defects. Seller shall not be liable for a breach of the warranty set forth in paragraph 6.1 unless: (i) Purchaser gives written notice of the defect to Seller within five (5) Business Days of the time when Purchaser discovers or ought to have discovered the defect; (ii) Seller is given a reasonable opportunity after receiving the notice to examine such Product and Purchaser (if requested to do so by Seller) returns such Product to the place designated by the Seller at Seller's cost for the examination to take place there; and (iii) Seller reasonably verifies Purchaser's claim that the Product is defective. Seller shall not be liable for a breach of the warranty set forth in paragraph 6.1 if: (a) Purchaser makes any further use of such Product after giving such notice; (b) the defect arises because Purchaser failed to follow Seller's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Products; or (c) Purchaser alters or repairs such Products without the prior written consent of Seller. All notices of defects must be made in writing and shall contain a description of the defect and be accompanied by a photograph of the defect if possible and all other documentation relevant to determine the nature and scope of the claimed defect. Notices that do not conform to the requirements set out in this paragraph 6.3 shall be without effect, and the Purchaser shall be deemed to have accepted all defects that it fails to provide Seller of in accordance with this paragraph 6.3.

6.4 Remedy of Defects. Upon receipt of written notice of a defect in accordance with paragraph 6.3, the Seller shall without undue delay and at its own discretion either (i) repair the defective Products, (ii) replace the defective Products, or (iii) reduce the Price for the defective Products by a reasonable amount. Any defect Services shall be re-delivered by the Seller or the Seller is to decrease the Price, as reasonable and applicable.

6.5 Exclusive Remedies. Save as specifically provided for in this Section 6, the Seller shall not be liable for defective Products and/or Services, and the remedies provided in this Section 6 shall be the sole and exclusive remedies available to the Purchaser in the event of any defect in Products and/or Services purchased under the Agreement.

## 7 PRICE AND PAYMENT

7.1 Pricing. Unless otherwise agreed by the Parties, the Purchaser shall pay the Price for each Product set out in the Agreement.

7.2 Payment. Unless otherwise agreed by the Parties, the Purchaser shall make payment in full of the Price of any purchased Products within thirty (30) days of the date of the Seller's invoice by means of bank wire transfer to an account specified by the Seller in its invoice to the Purchaser.

7.3 Default Interest. Purchaser shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Purchaser shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these General Terms or Applicable Law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Products if Purchaser fails to pay any amounts when due hereunder.

7.4 Payment Security. In the event Seller questions Purchaser's financial capability for any reason whatsoever in Seller's sole discretion, Seller may suspend performance of its obligations under the Agreement in whole or in part until Purchaser provides adequate assurances of its ability to comply with its payment obligations under the Agreement. In the event Purchaser fails to provide adequate assurances of its ability to comply with its payment obligations as requested by Seller or fails to agree to payments in advance, such failure shall be deemed a material breach of this Agreement on the part of Purchaser.

7.5 Taxes. All Prices, fees or other amounts in this Agreement are exclusive of any tax, levy, impost, duty or other charge or withholding of a similar nature including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same (collectively "**Taxes**"), which all shall be paid by the Purchaser or reimbursed by the Purchaser to the Seller in case such charges are collected from or imposed against the Seller. The Purchaser agrees to co-operate with the Seller in submitting all applications, certificates, and other information necessary or reasonably requested by the Seller to reduce or eliminate any and all Taxes on all payments to the Seller hereunder, and the Purchaser shall transfer to the Seller any tax refunds received by the Purchaser with respect to the Seller's previous payment or reimbursement of Taxes hereunder, if any.

7.6 Set-off. All payments made by the Purchaser under the Agreement must be calculated and made without (and free and clear of any deduction for) set-off or counterclaim. The Seller shall be entitled but not obliged at any time or times to set off any liability of the Purchaser to the Seller against any liability of the Seller to the Purchaser (in either case howsoever arising and whether any such liability is present or future, liquidated or unliquidated and irrespective of the currency of its denomination) and may for such purpose convert or exchange any currency. The Purchaser shall indemnify the Seller against any costs incurred by the Seller in connection with the Purchaser's failure to pay on date payments fall due, including but not limited to legal fees and debt collection agency fees. Any exercise by the Seller of its rights under this paragraph 7.6 shall be without prejudice to any other rights or remedies available to the Seller under the Agreement or otherwise.

## 8 INTELLECTUAL PROPERTY

8.1 Background IPR. Each Party acknowledges and agrees that any Background IPR of the other Party is and shall remain the property of such Party. To the extent any Background IPR is disclosed and shared with the other Party under this Agreement, the recipient Party is granted a limited, worldwide, royalty-free, non-exclusive and non-sublicensable license, to use such Background IPR for the purposes of performing its obligations under this Agreement. For the purpose of this Item, "**Background IPR**" means all intellectual property rights and/or knowhow held (whether owned or licensed) by each respective Party prior to their cooperation under this Agreement.

8.2 Ownership. All Intellectual Property Rights relating or attributable to the Products, Services and/or the business of the Seller or its Affiliates, is and shall remain the exclusive property of the Seller, its Affiliates or any licensees of the foregoing, as the case may be. "**Intellectual Property Rights**" means any and all rights throughout the world in and to inventions (whether patentable or not), copy rights (including copyrights in software), trademarks, design rights, neighboring rights, database rights, trade secrets, know-how and any other right of similar kind as any of the foregoing, whether registered or not, including the right to apply for registration of such right in any part of the world.

8.3 Markings. The Purchaser may not remove, change or interfere with any trademark, trade name, insignia, copyright notice, serial number, label, tag or other markings affixed to the Products (or any documentation, packaging or containers relating thereto). The Purchaser shall neither reproduce, modify, adapt, alter, translate, reverse engineer or create derivative works from any Products or Services, in all or in part, without the Seller's prior written consent.

8.4 Non-exclusive license. Upon full payment of the Price for the Products and/or Services, the Seller grants to the Purchaser a non-exclusive, non-transferable, non-assignable, non-sub-licensable license to use the Seller's Intellectual Property Rights residing in or provided with the Products and/or Services to the extent necessary for installing, operating, maintaining and/or selling the Products (if applicable, including the Services). Unless otherwise specified in writing, this limited license shall continue unless terminated pursuant to these General Terms.

## 9 LIMITATION OF LIABILITY

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

9.2 IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED FIFTY (50) PERCENT OF THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE PRODUCTS SOLD AND/OR SERVICES PROVIDED UNDER THE AGREEMENT. THE FOREGOING LIMITATION IN THIS PARAGRAPH 9.2 SHALL NOT LIMIT THE SELLER'S LIABILITY IN CONNECTION WITH GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

## 10 FORCE MAJEURE

10.1 Effects of Force Majeure. Performance by either Party of their obligations under the Agreement shall be extended by any period of delay caused by Force Majeure. "**Force Majeure**" means war, revolution, civil riot, natural disaster, strikes, walkouts or other labor disturbances, order of any government, court or regulatory body having jurisdiction, blockade, embargo, riot, civil disorder, shortage of raw materials or material inputs, lack of availability of transportation, or any other act whatsoever, whether similar or dissimilar to those referred to herein, which is beyond the reasonable control of a Party who is obligate to render performance (but excluding financial inability to perform); provided that if an event of Force Majeure continues for a period of three (3) months or more, either Party may terminate the Agreement with immediate effect by giving the other Party written notice thereof.

10.2 Duty to Notify. Any Party affected by an event of Force Majeure shall immediately inform the other Party in writing of the beginning and the end of such occurrence.

## 11 INDEMNIFICATION

11.1 Purchaser agrees to defend, indemnify and hold harmless Seller, its subsidiaries, parents and affiliates and their officers, directors, shareholders, agents, servants and employees from and against any and all third party claims, losses, liabilities, damages, expenses and costs, including attorney's fees and court costs, arising out of (i) any negligent act or omission, willful misconduct or fraud of Purchaser or its agents; or (ii) Purchaser's breach of any of its representations, warranties or obligations contained in the Agreement and these General Terms; or (iii) Purchaser's failure to fully conform to all laws, ordinances, rules and regulations; or (iv) the alteration or modification of the Products by the Purchaser or its employees, agents or representatives or the use of the Products in combination with any other products.

## 12 INSURANCE

12.1 Insurance. Purchaser shall obtain and keep in force during the term of the Agreement, (i) Worker's Compensation insurance in compliance with the statutory requirements for worker's compensation of the state or states in which it has employees performing any work related to the Agreement; (ii) and employer's liability insurance on a per occurrence basis with a minimum limit of One Million Dollars (\$1,000,000) per occurrence; and (iii) Commercial General Liability ("**CGL**") insurance, including contractual liability and product liability, with a combined single limit for bodily injury and property damage of not less than one million dollars (\$1,000,000). Purchaser shall provide Seller with a certificate of insurance evidencing the above coverages on forms furnished by or reasonably acceptable to the Seller or upon the Seller's request provide true copies of the insurance policies. The CGL policy shall name Seller as an additional insured, but only with respect to liability arising out of the Agreement, and shall cover all claims arising out of incidents or events occurring during the term of the policies.

## 13 CONFIDENTIALITY

13.1 Duty. Purchaser shall (i) not disclose any Confidential Information to any person other than any of its directors or employees who needs to know such information in order to properly discharge their respective duties; (ii) not use any Confidential Information other than for the proper performance of its obligations under the Agreement; and (iii) require that any person to whom any Confidential Information is disclosed by it complies with the restrictions contained in this Section 13.1 as if such person were a party to the Agreement. Purchaser shall be responsible for breaches of the confidentiality provisions contained herein by parties to whom it as disclosed Confidential Information. "**Confidential Information**" means all non-public, confidential or proprietary information of Seller (however recorded or preserved), including the existence and contents of the Agreement, information as regards design, production, performance of the Products and/or Services, blue prints, specifications, financial information, trade secrets and know-how, customer information, and other information attributable to Seller or its Affiliates, or other information which Purchaser may receive or obtain as a result of entering into or performing its obligations pursuant to the Agreement but excluding (i) information which is or becomes known to the general public other than

through a breach of the Agreement; (ii) information which the Purchaser can show was in its lawful possession before receiving such information from Seller; and (iii) information that is rightfully obtained by Purchaser on a non-confidential basis from a third party.

13.2 Exceptions. Notwithstanding the provisions of paragraph 13.1, Purchaser may disclose Confidential Information (i) if and to the extent required by Applicable Law or for the purpose of any judicial proceedings; (ii) if and to the extent required by any securities exchange or regulatory or governmental body to which the Purchaser is subject or submits, wherever situated and whether or not the requirement has the force of Applicable Law; (iii) to its professional advisers and Affiliates (and their directors or employees), provided that such persons are bound by confidentiality towards the Purchaser; and (iv) if and to the extent Seller has given prior written consent to the disclosure.

13.3 Return or Destruction of Confidential Information. Upon the termination or expiry of the Agreement, Purchaser shall immediately cease to use, and shall destroy or otherwise as instructed by Seller dispose of, any and all Confidential Information, brochures, catalogues, drawings, samples and other marketing materials and other information received from Seller.

#### 14 MISCELLANEOUS

14.1 ABC, Employment and Trade Compliance. Purchaser represents and warrants that it shall continuously comply with all Applicable Laws, applicable decisions by public authorities and international recognized standards, including those relating to (i) employment and labor rights, including employment discrimination, health and safety, freedom of association and collective bargaining; (ii) anti-bribery and anticorruption, such as the UK Bribery Act 2010 and the US Foreign Corrupt Practices Act; and (iii) national and international trade and export control laws, rules, regulations and embargoes, including those imposed by the EU, the UN, the US or other relevant international or national authorities (including ensuring that neither it, its Affiliates and none of its sub-suppliers, nor any of their respective directors, officers, employees nor any agents or other persons acting on behalf of any of the foregoing (so far as Purchaser is aware) is directly or indirectly, conducting any business dealings with any "listed person" targeted by EU, US or UN sanctions or similar sanction regimes. Failure to comply with this paragraph 14.1 shall constitute a material breach which shall entitle Seller to terminate the Agreement immediately.

14.2 Export limitations. Purchaser shall comply with all export and import laws of all countries involved in the sale of the Products under the Agreement or any resale of the Products by Purchaser. Seller shall not be liable for any Products exported without necessary licenses, authorizations or consents.

14.3 Notices. Any notice or demand required hereunder must be in writing and delivered by registered mail or by hand to the address of relevant Party set out in the Agreement.

14.4 Assignments. Purchaser shall not assign any of its rights or delegate any of its obligations under the Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Purchaser of any of its obligations under the Agreement. Seller may freely assign all or part of its rights or obligations hereunder. The Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these General Terms.

14.5 No Waiver. In no event shall any delay, failure or omission of Seller in enforcing, exercising or pursuing any right, claim or remedy under the Agreement or these General Terms be construed or operate as a waiver thereof, unless such right, claim or remedy has been expressly waived in writing, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy.

14.6 Survival. Notwithstanding any termination or expiry of the Agreement, any provisions which specifically or by their nature provide for rights or obligations for a Party after any such termination or expiry of these General Terms are continuing and shall survive and remain binding upon the relevant Party in accordance with its respective terms (in each case subject to any specified expiration date indicated therein).

14.7 Severability. If any term or provision of the Agreement or these General Terms is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of the Agreement or these General terms or invalidate or render unenforceable such term or provision in any other jurisdiction.

14.8 Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in the Agreement or these General 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.

14.9 Rights Cumulative. Seller shall not be limited in its rights and remedies against Purchaser for any cause whatsoever to those set forth in the Agreement or these General Terms, but shall have, in addition and cumulatively, such other rights and remedies as may be provided to Seller in law or in equity.

#### 15 GOVERNING LAW AND DISPUTE RESOLUTION

15.1 Governing Law. The Agreement shall be governed by and construed in accordance with the State of Ohio without giving effect to its choice of law principles.

15.2 Jurisdiction. Each party to this Agreement irrevocably submits to the exclusive jurisdiction of the courts of the State of Ohio or any federal court of the United States, in each case located in Franklin County, Ohio over any claim or matter arising under or in connection with this Agreement or the legal relationships established by this Agreement.