

GENERAL TERMS AND CONDITIONS FOR THE SUPPLY OF CAPITAL EQUIPMENT, MACHINERY, AUTOMATION AND TOOLING

1. OFFER AND ACCEPTANCE; ENTIRE AGREEMENT—The terms and conditions contained herein and any other terms and conditions contained in Krauss-Maffei Corporation’s written proposal and/or quotation (collectively “**Proposal**”), written order acknowledgment or confirmation (“**Order Acknowledgement**”), or to which these terms and conditions have been incorporated by reference, shall constitute the complete and entire agreement between Buyer and Krauss-Maffei Corporation (“**Seller**”) with regard to the machinery, equipment, accessories and other personal property (the “**Goods**”) being sold by Seller to Buyer hereunder (the “**Agreement**”) and shall supersede all prior and subsequent understandings, transactions and communications, whether written or oral, with respect to the matters referred to herein and form the complete contract between Seller and Buyer, and shall be binding upon and accrue to the benefit of the successors and assigns to the parties hereto. SELLER’S ACCEPTANCE OF ANY OFFER MADE BY BUYER SHALL BE EXPRESSLY CONDITIONAL ON BUYER’S ASSENT TO THESE TERMS AND CONDITIONS. Any modification, alteration, amendment, additional or conflicting term contained in Buyer’s order forms or other written communications, is considered material and is hereby rejected and shall not be binding upon Seller unless agreed to in writing by Seller.

2. PRICES—Prices for the Goods are CIF US Seaport, duties and port charges not included, unless otherwise specified by Seller in writing. In order to protect Seller against fluctuations in currency exchange rates, Buyer agrees that Seller has the exclusive right to adjust the U.S. dollar pricing quoted to Buyer to account for any change in the currency exchange rate between the U.S. dollar and the Euro occurring after the date of Seller’s U.S. dollar pricing quote to Buyer and until and including the date Seller issues to Buyer an Order Acknowledgment, such adjustment to be based on Seller’s reasonable determination of the Euro spot rate determined as of the date of such adjustment. Buyer agrees to be bound to such adjusted U.S. dollar pricing. **All pricing for Packaging and Transportation is an estimate only, including any amounts prepaid by Buyer. Seller reserves the right to charge Buyer the difference between the estimate and actual amounts confirmed with vendors up to 2 weeks prior to shipping.**

3. CHANGES AND CANCELLATIONS—All orders accepted by Seller (as confirmed by Seller pursuant to an Order Acknowledgment issued to Buyer by Seller) shall be firm and no changes or cancellation shall be allowed without the mutual written consent of Buyer and Seller. If Buyer attempts to cancel or repudiate an order previously accepted by Seller, all work on the order or part thereof canceled or repudiated will be stopped as promptly as is reasonably possible and Buyer will pay Seller a cancellation charge calculated by Seller in accordance with the terms hereof (a “**Cancellation Charge**”).

For completed Goods, the Cancellation Charge will be equal to the price specified for such Goods in the canceled or repudiated order.

Except for Goods specially manufactured, the Cancellation Charge for Goods not completed will be equal to 120% of the full cost of their production as determined by Seller, less a credit for the balance of the material as scrap. The Cancellation Charge for Goods

specially manufactured will be equal to the price specified for such specially manufactured Goods in the canceled or repudiated order regardless of whether such specially manufactured Goods are completed or not. The Cancellation Charge shall include burden and overhead costs incurred by Seller or by any of Seller’s affiliates.

Buyer may obtain a delay in scheduled shipment by notifying Seller in writing of the revised shipping date and paying Seller a delayed shipment fee equal to 2% of the price per month for each month, or part thereof, that the revised shipping date exceeds the original scheduled shipping date specified in the Order Acknowledgement (the “**Deferment Charge**”).

Buyer and Seller acknowledge and agree that the Cancellation Charges and Deferment Charges contemplated above shall constitute liquidated damages and not penalties and are in addition to all other rights of Seller (provided Seller may not recover any duplicative damages). The parties further acknowledge that (i) the amount of loss or damages likely to be incurred is incapable or is difficult to precisely estimate, (ii) the Cancellation Charges and Deferment Charges contemplated above bear a reasonable relationship to, and are not plainly or grossly disproportionate to, the probable loss likely to be incurred in connection with any cancellation or repudiation by Buyer or deferment of the agreed delivery date by Buyer, and (iii) the parties recognize the uncertainty and cost of litigation regarding the question of actual damages in such case and have agreed to forego such an exercise by agreeing to the calculation of Cancellation Charges and Deferment Charges as contemplated herein.

Cancellation Charges and Deferment Charges may be charged by Seller against any down payment or progress payments, if any. Any deficiency remaining shall be invoiced to Buyer for immediate payment. Such charges must be settled prior to the acceptance of any new orders from Buyer.

4. SPECIALLY MANUFACTURED GOODS—Seller’s quotation, acceptance, and performance of any order for Goods specially manufactured to Buyer’s specifications assume timely receipt by Seller of all required information from Buyer.

5. DELIVERY—Delivery of the products described herein shall be CIF US Seaport, duties and port charges not included, (as specified in the Order Acknowledgment), unless otherwise specified by Seller in writing. Seller will use all reasonable diligence to meet the scheduled dates for shipment and delivery, but cannot guarantee any delivery or completion date and hereby rejects any delivery penalty imposed by Buyer. Seller shall not be liable for any loss, damage, expense, or charge of any kind resulting from delay in delivery or shipment. In the event that Buyer arranges for transportation directly from Seller’s production facility, including Buyer pickup, Buyer takes full responsibility and liability for any and all loss, damage and/or delay from delivery of the goods, according to the Incoterm FCA, Seller’s production facility.

Where a down payment or progress payment is required of Buyer, Seller may withhold shipment until such payments, as applicable, are made. The only requirement of Seller with respect to delivery shall be to deliver the Goods to the carrier with no requirement to notify Buyer that shipment has occurred.

For US deliveries only, title to the Goods passes to Buyer upon Buyer's or Buyer's agent's signing of a delivery certificate tendered by Seller (a "**Delivery Certificate**"). For Goods delivered outside the US, Seller reserves title until full payment for Goods is received by Seller. For all deliveries, Buyer agrees to sign, or to cause to be signed, the Delivery Certificate, or promptly give Seller in writing its objections thereto. Buyer agrees to promptly sign, or to cause to be signed, said Delivery Certificate when Seller has reasonably satisfied Buyer's written objections. If Buyer does not promptly sign, or cause to be signed, a Delivery Certificate, Buyer shall be deemed to have refused delivery of the Goods, and Seller, in addition to any other remedies available herein (in law or equity), shall be entitled at any time to immediately remove the Goods from their then location and to retain the same.

If Buyer fails to take delivery promptly, Seller shall not be deemed responsible for the eventual delivery of the Goods unto Buyer.

6. PAYMENTS—All terms of payment shall be as specified by Seller in the Order Acknowledgement, and shall be made in good funds (U.S. Dollars) without set off or deduction, or if no terms of payment are specified, within thirty (30) days from the invoice date. If the Goods are ready for shipment on or after the scheduled shipping date and the Goods cannot be shipped because of Buyer's request for delayed shipping, or for any other reason beyond Seller's reasonable control, payment shall be made upon notification to Buyer that the Goods are ready for shipment, or as otherwise specified by Seller in writing. Seller may decline at any time either to accept an order, or to ship the same, until Seller has received payment. Unpaid balances shall bear interest from the due date at the rate of 1.5% per month not to exceed the applicable legal rate. Buyer agrees to pay reasonable costs, including reasonable attorney's fees, incurred by Seller to collect any amounts due hereunder. The purchase price includes charges for standard packaging materials for shipment within the United States. In the event shipment of the Goods is to a point outside the United States or special packaging is required, Buyer will be billed and agrees to pay, as part of the purchase price, the cost of such special packaging. Time for payment is of the essence of this Agreement, and failure of Buyer to make payment on the due date or make any payment according to any payment schedule as set forth on the Order Acknowledgement shall entitle Seller, at its option, to terminate outstanding orders of Buyer without prejudice to its rights to recover payment with respect to work already carried out on those orders. Buyer may not withhold or set-off any payment because of any dispute or claim against Seller. Notwithstanding the foregoing, payment hereunder shall become due immediately in the event of Buyer becoming bankrupt or insolvent, having a receiver appointed with regard to any of its assets, or entering into any arrangement or composition for the benefit of its creditors.

7. FORCE MAJEURE—Seller shall not be liable for any delay in performance or nonperformance which is due to war, fire, flood, pandemic, disease, quarantine, acts of God, acts of third parties, acts of governmental authority or any agency or commission thereof, accident, breakdown of equipment, differences with employees or similar or dissimilar causes beyond its reasonable control including, but not limited to, those interfering with production, supply or transportation of product, raw material or components or Seller's ability to obtain, on terms it deems reasonable, material, labor, equipment or transportation expense,

acts or omissions of third-parties, or cause of action resulting from any personal injury or property damage resulting therefrom.

8. SPECIFICATIONS AND DRAWINGS—Specifications, statements, drawings and descriptions regarding weights, dimensions, rate of speed and/or capacity and other details supplied by Seller are approximate and descriptive only and not intended or designed as warranties. After Buyer's order has been accepted by Seller one set of accurate outline drawings will be supplied to Buyer free of charge on request. All drawings, technical documentation, plans and other similar items used by Buyer are the property of the Seller and Seller retains all copyrights with respect thereto. Buyer shall not, without Seller's written consent, disclose any drawings, plans, specifications, confidential information and the like furnished by Seller to Buyer to any other person or entity without Seller's prior written consent. Buyer also agrees that any copy of any of the drawings, plans, specifications, or similar items may only be used for the purpose of installing, operating, and maintaining the Goods and any other use is strictly prohibited without obtaining Seller's prior written consent.

9. LIMITED WARRANTY—Seller warrants that the Goods shall be free from defects in material and workmanship for a period of twelve (12) months from the date of start-up or eighteen (18) months from the date the Goods are delivered to Buyer, whichever occurs first. In addition to the other limitations specified herein, this warranty is contingent upon the following: (a) Buyer establishes to Seller's reasonable satisfaction that the Goods have been properly installed (if installed by Buyer), maintained and operated within the limits of related and normal usage as specified by Seller; (b) upon Seller's request, Buyer will return to Seller at Buyer's expense and subject to Seller's direction any defective Goods or parts thereof; and (c) Seller promptly receives written notice of any defect which is subject to verification by return of the Goods to Seller at Buyer's expense or by inspection by an authorized representative of Seller at Seller's option. Diagnosis beyond the original start-up of the Goods, which does not result in identification of specific warranty claims, may result in service call charges at Seller's discretion. Parts or components replaced under the terms of this warranty are covered for the remainder of the applicable warranty term. If Buyer, after delivery, shall modify, alter, substitute or change any of the Goods acquired from Seller, then Seller's warranty with respect thereto shall be null and void and of no force and effect whatsoever. This Warranty of Seller does not extend to: (i) damage caused by corrosion; (ii) damage to parts subject to wear, including, but not limited to, motors, controls, timers, or valves, breakers, contacts, relays, lubricants or fuses; (iii) damage caused by Buyer's improper selection of materials of construction or used with materials not within the range of normal use; (iv) damage caused by Buyer's failure to provide and maintain a suitable installation and operating environment for the Goods; (v) damage caused by use of the Goods for purposes other than those for which they were designed; (vi) damage caused by disasters such as fire, flood, wind and lightning; (vii) damage during shipment; and (viii) parts or components not manufactured by KRAUSS MAFFEI CORPORATION or its parent company (but any manufacturer's warranties of such accessory equipment, to the extent assignable, will be passed through Seller to Buyer) or those not normally included in Seller's standard products or options. The conditions of actual production in each end user's plant vary considerably. Therefore, descriptions of the production or performance capabilities of the Goods are estimates only and are not warranted.

The warranty for any Seller software or System Operation Control Programs (collectively “**Seller Software**”) is limited to defects that make it unsuitable for the original intention of the Seller Software and specifically excludes any warranty being extended to any revisions or enhancements to such Seller Software implemented at the request of Buyer.

Component parts used in the production of Seller’s Goods may be either new or rebuilt and re-certified in compliance with original design specifications.

EXCEPT AS STATED IN THIS WARRANTY, IT IS EXPRESSLY AGREED THAT THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE IS NO OTHER WARRANTY, EXPRESS, IMPLIED, OR STATUTORY, NOR ANY AFFIRMATION OF FACT OR PROMISE BY SELLER WITH REFERENCE TO THE GOODS.

10. EXCLUSIVE REMEDY—Buyer agrees that Seller’s liability and Buyer’s sole and exclusive remedy pursuant to any claim of any kind, including but not limited to a claim in contract, negligence or strict liability, against Seller or any of Seller’s affiliates, shall be the repair or replacement, at Seller’s option, of defective Goods or parts thereof or the correction of software, F.O.B. Seller’s facility. Claims of any kind include, but are not limited to, those for any loss or damage arising out of, connected with, or resulting from this agreement or from the performance or breach of the terms hereof, or from the design, manufacture, sale, delivery, resale, installation, technical direction of installation, inspection, repair, operation or use of any product or part thereof of software material covered by this agreement. This exclusive remedy shall not be deemed to have failed of its essential purpose provided Seller is willing and able to repair and/or replace the defective Goods.

11. LIMITATION ON LIABILITY—Buyer assumes all risk and liability arising from, growing out of or connected with the operation and/or use of any and all of the Goods and Buyer shall be deemed exclusively responsible for the proper and safe operation of the Goods within the normal range of specifications of operations for which the Goods have been designed and sold by Seller. Buyer agrees that Seller shall not be liable for any loss, damage, or injury resulting from delay in delivery or installation of the Goods. The maximum liability, if any, of Seller for all damages, including without limitation contract damages and damages for injuries to persons or property, whether arising from Seller’s breach of the Agreement, breach of any warranty, indemnity obligation (if any), negligence, strict liability or other tort, shall be limited to an amount not to exceed the sum of all payments (without interest thereon) made by Buyer to Seller with respect to the Goods at issue in the dispute.

Buyer agrees that if Buyer and/or Buyer’s representatives, agents and/or employees alter and/or modify in any respect the Goods covered by this Agreement, which alteration and/or modification causes or in any way contributes to personal injury to any individual (including Buyer’s employees) and/or damage to the property of any person (including Buyer), then Buyer shall indemnify and hold harmless Seller and Seller’s representatives, agent and employees, (for purposes of this paragraph 11 collectively referred to as “Seller”, which shall include all such persons individually and collectively) from and against all claims, demands, actions, causes of actions and appeals, of any type, including actions at law or in equity brought against Seller by the injured individual(s) and/or person(s) and/or the representative and/or estate of any of the,

excepting any losses, damages, expenses or claims arising out of the sole negligence or fault of Seller (hereinafter collectively described as “**any Buyer indemnified claim**”). Buyer additionally shall indemnify Seller and hold it harmless from and against all attorneys’ fees incurred by Seller in the defense of any Buyer indemnified claim. Payment by or on behalf of Buyer of Worker’s Compensation or any other benefits to an injured individual or person shall not in any way effect Buyer’s obligations hereunder. Consideration for this provision shall conclusively be deemed to be Seller’s agreement to sell the Goods to Buyer covered by this Agreement; a claim of lack of consideration for the obligations imposed upon Buyer by this provision shall not be a defense to the obligations of this provision.

IN NO EVENT SHALL SELLER OR ANY AFFILIATE OF SELLER BE LIABLE FOR (I) INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, OR ANY OTHER DIRECT OR INDIRECT DAMAGES FOR BUSINESS LOSSES INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE, PROFITS USE OR GOODWILL, (II) CLAIMS ARISING FROM CONTRACTS BETWEEN BUYER AND ITS CUSTOMERS OR OTHER SUPPLIERS, EVEN IF SELLER HAS BEEN ADVISED, IN EITHER CASE, OF THE POSSIBILITY OF SUCH DAMAGES OR (III) RELATED TO ANY BUYER RECALLS OF BUYER PRODUCTS MANUFACTURED OR PROCESSED BY BUYER OR ITS AGENTS WITH THE GOODS.

12. SECURITY—Seller reserves, and Buyer hereby grants to Seller, both a general security interest and a purchase money security interest in the Goods, all additions, attachments, accessions, parts, replacements, substitutions and renewals thereof, wherever situated, and the proceeds and products of all of the foregoing (the “**Collateral**”), to secure (i) with respect to the purchase money security interest, payment of any and all indebtedness and obligations of Buyer to Seller as to the purchase price of the Goods, and (ii) with respect to the general security interest, the obligations specified in the preceding clause (i) and the performance of all other obligations of Buyer herein. The parties intend the Agreement (as defined in paragraph 1) to constitute a security agreement under the Uniform Commercial Code. Until the full amount owed to Seller by Buyer is paid and all of Buyer’s other performance obligations have been satisfied or waived in writing by Seller, the Collateral shall remain at the place of initial delivery at Buyer’s facility following shipment from Seller’s facility, shall not be relocated, shall be insured against all losses in an amount not less than the purchase price (with Seller as a named insured), shall be properly maintained, and shall be accessible at all reasonable times for inspection by Seller or Seller’s agents on the premises where the Collateral is located. Buyer shall reimburse Seller for all expenses, including reasonable attorney fees and legal expenses, incurred by Seller in seeking to collect any amounts owed to Seller from Buyer, in defending the priority of Seller’s security interests in the Collateral, or in pursuing any of Seller’s rights or remedies hereunder. Buyer authorizes Seller to prepare and to file, any financing statement(s) (UCC- 1) or other documents evidencing Seller’s security interests in the Collateral (a “**Financing Statement**”) and, to the extent Buyer’s execution of any Financing Statement is required by any applicable jurisdiction, Buyer hereby grants Seller a limited power of attorney to execute any such Financing Statement on Buyer’s behalf.

13. LIMITATION OF PERIOD TO COMMENCE ACTION—Any action brought by Buyer against Seller relating to the Goods, including without limitation any action for breach of the Agreement or breach of any warranty, must be commenced within two (2) years following

the date the Goods at issue are delivered to Buyer or such action shall be barred.

14. INDEMNIFICATION INFRINGEMENT—If Goods supplied by Seller are used by Buyer to infringe, or such use is alleged to infringe, any patent, copyright or other design right, or if Goods supplied by Seller pursuant to Buyer's designs or specifications infringe, or are alleged to infringe, any patent, copyright or other design right, or Seller's compliance with Buyer's specifications or instructions to meet its particular needs for specialty manufactured goods infringe, or are alleged to infringe, any patent, copyright or design right, then Buyer shall indemnify Seller against all damages and costs incurred or suffered by it as a result of such infringement or allegation of infringement. Seller hereby rejects any indemnification by Seller of Buyer.

15. DAMAGED GOODS—Except for the limited remedy for the limited warranty provided herein, acceptance of the Goods purchased hereunder, after opportunity for inspection, shall preclude any remedy on the part of Buyer. If, upon inspection, Buyer notices damage to any Goods, it shall make such notation on the delivery receipt and notify the proper carrier's agent. In the event of concealed damage, upon discovery it should be reported immediately to the carrier's agent who should inspect the damage and make a notation of the concealed damage after which replacement or repairs shall be made by Seller at Buyer's expense.

16. SELLER'S RIGHTS UPON REJECTION OF GOODS—If Buyer wrongfully rejects the Goods or fails to make a payment due on or before delivery or repudiates with respect to a part or the whole Agreement, Seller may withhold delivery of such Goods, stop delivery of such goods in possession of the carrier or bailee, and recover damages for non-acceptance or repudiation as contemplated by the Cancellation Charges set forth in Paragraph 3.

17. ALLOWABLE VARIANCE—The dimensions, weights, performances, illustrations, drawings, and other specifications, if any, shown on the Proposal or Order Acknowledgment, as applicable, are subject to variation within usage of trade and custom of the industry.

18. ADDITIONAL CHARGES TO BUYER; START-UP—In the event Buyer requests a change in the purchase order after delivery of the purchase order to Seller and issuance of the Order Acknowledgment, Buyer must obtain the written consent of Seller to such change in order for such change to have any force and effect (which consent, if any, is specifically conditioned upon Buyer's further agreement pursuant hereto (i) to pay to Seller the expenses incurred by Seller in making such change and (ii) accept any modification to the timeline payments specified by Seller as a result of such requested change). In the event Seller erects and installs the Goods, or after installation and expiration of the Limited Warranty, repairs and services the Goods, Buyer agrees to pay to Seller the fee charged by Seller for such services. Unless otherwise specified and agreed to, Buyer shall be completely and exclusively responsible for providing all equipment, labor, services, and governmental authorizations needed for the unloading, assembly, installation, start-up, operation, and maintenance of the Goods, including providing an adequate and properly constructed foundation and structural support for the Goods to insure unimpaired operation under normal conditions. Buyer is also responsible for supplying all

utilities including, but not limited to, air, electricity, water, hydraulic oil, lubricants and operating supplies.

19. RULES, REGULATIONS—The Occupational Safety and Health Act under U.S. law ("OSHA") and comparable safety and health acts/regulations of Canada and other foreign countries (the "Laws"), impose certain requirements on an employer including many relating to the use of the Goods. The interpretation and applicability of the regulations issued pursuant to OSHA and the Laws are directly related to the conditions and manner in which the Goods are used. Seller believes that the Goods can be used in a manner that complies with OSHA and its associated regulations, but cannot and does not so warrant, and makes no warranty of any kind other than the warranty set forth in Paragraph 9. of these Terms and Conditions of Sale. Buyer shall be responsible for compliance with the Laws, all state or local laws, codes, rules, and regulations regarding the use, installation, and operation of the Goods.

20. SOFTWARE LICENSE—Any Seller Software supplied with Seller's control products, whether provided in transportable media or embedded within the equipment, are Seller's property. Buyer is granted a non-exclusive right to use Seller Software only in the Goods Seller designates. Unless being supplied with its associated products hereunder, no Seller Software, regardless of the form in which it is embodied when received by Buyer, shall be made available to others without Seller's prior written consent. The ownership of Seller Software at all times remains with Seller. In the event Buyer uses, duplicates, or transfers any Seller Software contrary to the limited license granted herein, Seller may terminate the right granted hereunder, and Buyer shall, upon and in accordance with Seller's request, return or destroy all copies of such Seller Software then in Buyer's possession. Seller's right to terminate the right granted shall be in addition to its other rights and remedies for consented use, duplication or transfer, including its right to seek damages for the same. In the event an unauthorized change or modification to the Seller Software affects the safety of the equipment, Buyer agrees to indemnify and save Seller harmless from and against any loss, damage, claim, expense or cause of action resulting from any personal injury or property damage resulting therefrom.

21. ROBOTIC EQUIPMENT—Except as otherwise specifically provided, the parties agree that Seller shall have no responsibility for any robotic equipment or systems, including spare parts ("Equipment"), either supplied as part of this contract or by separate contract between Buyer and a third-party, other than the pass through of any warranties provided by the supplier or manufacturer of the Equipment. Buyer agrees that it will be responsible for (i) choice of hook-up and integration of all Equipment with the Goods purchased under this contract and (ii) compliance with all applicable standards, guidelines and legal requirements related to safety and guarding in conjunction with integrated Goods and robotic equipment. Buyer also agrees that it (or a party of its choosing but other than Seller) shall act as Systems Integrator with respect thereto in accordance with the American National Standards Institute/Society of Plastics Industry Standards – ANSI/SPI B151.27, for Plastic Machinery Robots Used with Horizontal Injection Molding Machines – Safety Requirements for Care and Use, and any other applicable standards and guidelines. Buyer agrees to indemnify and save Seller harmless from and against any loss, expense, liability, claim or litigation regarding personal injury, property damage, breach of contract or otherwise

with respect to the Equipment relating to breach by Buyer of its responsibilities as specified above.

22. FUTURE TRADE RESTRICTIONS – In the event that Seller has included import duties and import fees in the Proposal the following shall apply. If, following the date of the Order Acknowledgement, any additional import, export or other restriction on interstate or international trade or commerce is imposed on the Goods, or there shall be enacted or otherwise issued any other law, regulation or order regulating any import, export or other restriction on interstate or international trade or commerce in any way, including, without limitation, any creation or increase (whether retaliatory or otherwise) of tariffs, import surcharges, antidumping or countervailing duties, or the imposition of any import or export quota or embargo on the Goods, at Seller's sole discretion Seller shall have the option to either (a) charge back any such increase to Buyer, or (b) terminate this Agreement, in whole or in part, by written notice to Buyer, without incurring any liability to Buyer.

23. CONFIDENTIAL INFORMATION Without limiting Seller's obligations under Paragraph 8 above, Seller agrees that all non-public, confidential or proprietary information of Seller, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, shall not be used for any other purpose than installing, operating, and maintaining the Goods and performing Seller's obligations under this Agreement and may not be disclosed to any third party or copied unless authorized in advance by Seller in writing. Upon Seller's request, Buyer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this paragraph. This paragraph does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

24. GENERAL

(a) Complete Agreement – This Agreement supersedes all prior agreements and understandings, oral or written, relating to the Goods and constitutes the entire agreement between the parties related to the Goods. The terms of the Order Acknowledgment shall govern in the event of any discrepancy between the Order Acknowledgment terms, on the one hand, and, any terms contained in either (i) the Proposal or (ii) any purchase order, on the other hand.

(b) Amendments; Modifications – No amendments or modifications of this Agreement shall be binding or effective unless made in writing and signed by both parties.

(c) Severability – If a provision of the Agreement is held to be invalid or unenforceable, the Agreement shall continue in full force and effect and shall be construed as if the invalid or unenforceable provision was omitted.

(d) Waiver – No waiver of any breach of the Agreement shall be construed as a waiver of any prior, concurrent, or subsequent breach hereof.

(e) Governing Law – The Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, and venue for any action pursuant hereto shall be in the appropriate state court in Kenton County, Kentucky, or federal district court for the Eastern District of Kentucky located in Covington, Kentucky. Neither the 1980 United Nations Convention on Contracts for the International Sale of Goods nor the United Nations Convention on the Limitation Period in the International Sale of Goods will apply to this Agreement or any transaction under it. Buyer and Seller hereby agree that any dispute which may arise between them arising out of or in connection with this Agreement shall be adjudicated before a court located in Kenton County, Kentucky and they hereby submit to the exclusive jurisdiction of the federal and state courts located in Kenton County Kentucky with respect to any action or legal proceeding commenced by any party, and irrevocably waive any objection they now or hereafter may have respecting the venue of any such action or proceeding brought in such a court or respecting the fact that such court is an inconvenient forum, relating to or arising out of this Agreement, and consent to the service of process in any such action or legal proceeding by means of (i) registered or certified mail, return receipt requested, in care of, with respect to Seller, Seller's Florence, Kentucky address, and with respect to Buyer, any such address as Buyer has, from time to time, furnished to Seller in writing, or (ii) such other manner as may be permitted by applicable law.

(f) Assignment – Neither this Agreement nor any rights or benefits hereunder are assignable by Buyer without the prior written consent of Seller. Any such prohibited assignment shall be null and void.

(g) Attorney's Fees – In the event that Seller is the prevailing party in any action, proceeding or arbitration between Buyer and Seller concerning the interpretation and/or enforcement of any of the terms or provisions of this Agreement, Buyer shall be liable to Seller for all costs, including reasonable attorney's fees, incurred by Seller with respect to such actions, proceeding or arbitration.

(h) Relationship of the Parties - The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.