

STANDARD

TERMS AND CONDITIONS OF SALE

AS OF MAY 2021

Parabit Systems, Inc. ("Parabit") Terms and Conditions of Sale ("Terms") govern the purchase of all goods and services ("Goods" or "Product(s)") from Parabit by any Parabit customer ("Buyer"). Buyer's acceptance of delivery of, or payment for, the Goods constitutes Buyer's agreement to the Terms irrespective of any terms added or deleted by Buyer. Parabit and Buyer agree that the Terms constitute a complete and exclusive statement of their agreement. The Terms may not be changed or waived except in a writing signed by Parabit.

THESE TERMS OF SALE ("TERMS") ARE THE ONLY TERMS WHICH GOVERN THE SALE OF THE GOODS ("GOODS") BY PARABIT SYSTEMS, INC. ("SELLER" OR "PARABIT") TO THE BUYER ("BUYER") (COLLECTIVELY, THE "PARTIES"), UNLESS OTHERWISE AGREED TO IN WRITING BY PARABIT. THESE TERMS PREVAIL OVER ANY ADDITIONAL TERMS SUBMITTED BY BUYER. FULFILLMENT OF BUYER'S ORDER DOES NOT CONSTITUTE ACCEPTANCE OF ANY OF BUYER'S TERMS OF PURCHASE, NOR DOES IT SERVE TO MODIFY OR AMEND THESE TERMS. ANY TERMS OF PURCHASE OF BUYER ARE HEREBY REJECTED UNLESS THEY ARE EXPRESSLY ACCEPTED IN A WRITTEN INSTRUMENT DULY EXECUTED BY PARABIT.

1. TERMS OF SALE. Parabit's performance is expressly limited to the Terms as stated in this document for all sales orders, sales acknowledgements, purchase orders ("Order"), and/or releases pursuant to blanket purchase orders, issued by either Parabit or Buyer. Any proposal for additional or different terms and any attempt by Buyer to vary the Terms stated in this document are objected to and rejected, whether made before or after the delivery of this document to Buyer. If an Order is deemed to be acceptance of a prior offer or proposal by purchase, such acceptance is conditional on Buyer's assent to all additional or different Terms contained in this document. Any of the following acts by Buyer shall constitute acceptance of this document and of all these Terms: Signing and returning a copy of this document, placing a Buyer Order or release of a blanket purchase order after receipt of this document, acceptance of delivery of any of the goods ordered, requesting Parabit to commence performance of the Order, making payment for all or a portion of the goods ordered. These Terms cannot be changed in any manner without the express written approval by Parabit's authorized representative in an Addendum to this document executed by both Parabit and Buyer. No course of dealing by Parabit or usage of the trade or any delay or omission by Parabit to exercise any right or remedy granted under this document shall operate as a waiver of any of Parabit's rights or remedies or add to Parabit any obligation not in this document.

2. PRICES. All Orders are subject to the effective prices and Terms in effect on date of shipment, and are subject to change without notice, unless otherwise authorized and specified by the sales quote or in writing by Parabit. Written quotations expire 30 days from date of quotation unless otherwise specified in writing by Parabit. All terms included in any written quotation made by Parabit shall be incorporated as though fully set forth herein. The minimum Purchase Order processed will be fifty dollars (\$50.00). Purchase Orders less than fifty dollars (\$50.00) will be subject to a Minimum Order Processing Fee of thirty-five dollars (\$35.00).

3. TAXES. All prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by a Governmental Authority on any amounts payable to Buyer. Buyer shall be responsible for all charges, costs and taxes; provided that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Parabit's income, revenues, gross receipts, personnel or real or personal property or other assets.

4. **PAYMENT TERMS.** Net 30 days from date of invoice without discount, setoff, counterclaim or recoupment, unless otherwise specified in writing by Parabit. If at any time Parabit determines Buyer's financial condition or credit rating does not justify a sale on credit, Parabit may require advance payment or may ship C.O.D. Any objection to the invoice must be made within seven (7) days of receipt of the invoice, if such objection is not timely made it is waived by the Buyer. Parabit may charge Buyer interest on all late payments at the rate of 1.5% per month, or the maximum amount permitted by law, starting from the first day payment is late, until the date of receipt of the full amount of payment. Buyer may not withhold payment of any amount due to Parabit because of any set-off, counter-claim, abatement or other similar deduction. Buyer shall be responsible for the payment of any or all taxes, charges, levies, assessments any other fees of any kind imposed by governmental or other authority in respect of the purchase, importation, sale, lease or other distribution of the Goods. Payment shall be sent to the address on the invoice. Buyer shall reimburse Parabit for any expenses, including reasonable attorneys' fees, incurred in the collection of any delinquent account or enforcing its rights under the Agreement.

5. **ORDER CANCELLATION.** Parabit may make design or engineering changes to parts, equipment, processes and manufacturing methods in its sole discretion. Orders are not subject to change, cancellation or deferred shipment without Parabit's written authorization. Customer shall reimburse Parabit for all costs resulting from such changes, cancellations or deferments. In the event any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against the Buyer or in the event of the appointment, with or without Buyer's consent of an assignee for the benefit of creditors or of a receiver or if Parabit in its reasonable judgement concludes that Buyer's financial condition or ability to perform the Order has been adversely affected, then Parabit shall be entitled to cancel any unfulfilled part of the Order without any liability whatsoever.

6. **LIMITED WARRANTY CONDITIONS, LIMITATIONS, AND EXCLUSIONS.** Parabit values your business and always attempts to provide its customers with the very best of service. No limited warranty is provided by Parabit unless the Product is purchased from an authorized distributor or authorized reseller. Integrators may sell Products to end users. No Warranty service is provided unless Buyer complies with all Parabit Terms & Conditions and Parabit procedures with respect to same. Product must be returned to Parabit's Roosevelt, NY facility. If the Product was purchased as a component integrated within a system, and that Product was manufactured by another system integrator or manufacturer, no Warranty is provided by Parabit and the Product is sold as is. Please contact the place of purchase or the other system integrator or manufacturer directly for warranty service.

LIMITED WARRANTY: Parabit's limited warranty ("Warranty") provides that, subject to the following limitations, each Product will be free from material defects in material and workmanship and will conform to Parabit's specification for the particular Product. The Warranty extends only to the original Buyer, not for the benefit of anyone else, and Parabit warrants that the Product(s) at the time of sale by Parabit are free of material defect in materials and/or workmanship under normal and proper conditions for a period of twelve (12) months from the shipping date. If a Product or component fails due to defects in materials and/or workmanship within the warranty period, Parabit, in its sole and exclusive discretion, will furnish an equivalent Product or component. Parabit will ship the replacement via economy shipping/freight. If requested by Parabit, the Buyer is responsible for expedited shipping/freight charges. Parabit shall not be responsible for labor or other costs associated with installing the component, and the failed component must be returned to Parabit at the Buyer's sole cost and expense. Products must be installed by a service technician authorized by Parabit in order to maintain this Product Warranty, which authorization requires all service technicians to have completed the most recent Parabit on-line or in-school training course. Technician Software will only be distributed to Technicians who are certified by Parabit after the Technician passes Parabit's Technical Training. Any attempt to install, repair or replace any component by anyone other than a service technician authorized by Parabit, will void the product's Warranty in its entirety. Parabit shall not be responsible for misuse or abuse of a unit, and any attempts to remove or deface the serial number on a unit or any component thereof, or any attempt to repair a unit or to repair or replace any component by anyone other than a service technician authorized by Parabit shall void this Warranty in its entirety.

In the United States, some states do not allow limitations on how long implied warranties last, so the above limitation may not apply, and Parabit's potential liability is as limited as possible under the law. This Warranty covers normal use under normal and proper conditions. Parabit does not warrant or cover damage: occurring during shipment of the Product or components from or to Parabit's facility; caused by accident, impact with other objects, dropping, falls, spilled liquids, or immersion in liquids; caused by a disaster such as fire, flood, wind, earthquake, lightning, or other acts of God; caused by improper training of the installer; caused by improper installation of firmware, software, and the like; caused by failure to provide a suitable or proper installation environment for the Product, including but not limited to, faulty wiring in the building in which the Product is installed, installation in a facility with uncontrolled environmental conditions, failure to provide a dedicated electrical circuit on which the Product operates, and/or lack of proper earth grounding for the Product; caused by the use of the Product for purposes other than those for which it was designed; resulting from improper maintenance; and caused by any other abuse, misuse, mishandling, or misapplication. This Warranty will be void if the goods are installed improperly or in an improper environment, overloaded, misused, opened, abused, or altered in any manner, or are not used under normal operating conditions or not in accordance with any labels or instructions. There are no other warranties (express or implied) of any kind, including merchantability and fitness for a particular purpose, but if any implied warranty is required by the applicable jurisdiction, the duration of any such implied warranty, including merchantability and fitness for a particular purpose, is limited to one year. Parabit is not liable for incidental, indirect, special, or consequential damages, including without limitation, damage to, or loss of use of, any equipment, lost sales or profits or delay or failure to perform this warranty obligation. The remedies provided herein are the exclusive remedies under this warranty, whether based on contract, tort or otherwise.

PARABIT DOES NOT WARRANT OR GUARANTEE THAT THE PRODUCTS' OPERATION WILL BE FAILSAFE, UNINTERRUPTED, OR FREE FROM ERRORS OR DEFECTS, OR THAT THE PRODUCT WILL PROTECT AGAINST ALL POSSIBLE SECURITY THREATS (INCLUDING INTENTIONAL MISCONDUCT BY THIRD PARTIES), THAT THERE WILL BE NO MALFUNCTIONS OR OTHER ERRORS IN THE PRODUCT CAUSED BY VIRUS, INFECTION, WORM OR SIMILAR MALICIOUS CODE NOT INTRODUCED OR DEVELOPED BY PARABIT, OR THAT THE PRODUCT WILL MEET YOUR REQUIREMENTS. PARABIT IS NOT LIABLE FOR ANY DOWNTIME OR SERVICE INTERRUPTION, FOR ANY LOST OR STOLEN DATA OR SYSTEMS, OR FOR ANY OTHER DAMAGES ARISING OUT OF OR RELATING TO ANY ACTIONS OR INTRUSIONS.

DISCLAIMER OF ALL OTHER WARRANTIES: There are no warranties which extend beyond the face of the Parabit Warranty. In addition to all other provisions of this Warranty, Parabit disclaims all other warranties, express or implied, regarding the Products, including any implied warranties of merchantability, fitness for a particular purpose or non-infringement. In the United States, some laws do not allow the exclusion of the implied warranties. Parabit will have no liability for any Product returned if it is determined that: a) the product was stolen from Parabit, b) the asserted defect is not present, c) the Product cannot reasonably be fixed because of damage occurring when the Product is in the possession of someone other than Parabit, or d) is attributable to misuse, improper installation, alteration (including removing or obliterating labels), accident or mishandling while in the possession of someone other than Parabit. No oral or written information or advice given by Parabit, its agents, or employees shall create a warranty or in any way increase the scope of this Warranty.

LIMITATION OF REMEDIES AND DAMAGES: YOUR EXCLUSIVE REMEDY FOR ANY DEFECTIVE PRODUCT IS LIMITED TO THE REPAIR OR REPLACEMENT OF THE DEFECTIVE PRODUCT. PARABIT MAY ELECT WHICH REMEDY OR COMBINATION OF REMEDIES TO PROVIDE IN ITS SOLE DISCRETION. PARABIT SHALL HAVE A REASONABLE TIME AFTER DETERMINING THAT A DEFECTIVE PRODUCT EXISTS TO REPAIR OR REPLACE A DEFECTIVE PRODUCT. PARABIT'S REPLACEMENT PRODUCT UNDER ITS WARRANTY MAY BE MANUFACTURED FROM NEW AND SERVICEABLE USED PARTS.

PARABIT'S WARRANTY APPLIES TO REPAIRED OR REPLACED PRODUCTS FOR THE BALANCE OF THE APPLICABLE PERIOD OF THE ORIGINAL WARRANTY OR NINETY DAYS FROM THE DATE OF SHIPMENT OF A REPAIRED OR REPLACED PRODUCT, WHICHEVER IS LONGER. PARABIT'S ENTIRE LIABILITY FOR ANY DEFECTIVE PRODUCT SHALL IN NO EVENT EXCEED THE PURCHASE PRICE FOR THE DEFECTIVE PRODUCT. THIS LIMITATION APPLIES EVEN IF PARABIT CANNOT OR DOES NOT REPAIR OR REPLACE ANY DEFECTIVE PRODUCT AND BUYER'S EXCLUSIVE REMEDY FAILS OF ITS ESSENTIAL PURPOSE. UNDER NO CIRCUMSTANCES SHALL PARABIT OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY. SUCH DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, LOSS OF USE OF THE PRODUCT, OR ANY ASSOCIATED PRODUCT, OTHER EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE OR REPLACEMENT PRODUCT, FACILITIES OR SERVICES, DOWNTIME, BUYER'S TIME, THE CLAIMS OF THIRD PARTIES, INCLUDING CUSTOMERS, AND INJURY TO PROPERTY.

7. **LIMITATION OF LIABILITY.** IN NO EVENT AND UNDER NO CIRCUMSTANCE SHALL PARABIT BE LIABLE TO BUYER 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 PARABIT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL PARABIT'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO PARABIT FOR THE GOODS SOLD HEREUNDER. NOTWITHSTANDING THE FOREGOING, IF FOR ANY REASON PARABIT IS FOUND TO BE LIABLE, IN NO EVENT SHALL PARABIT'S LIABILITY EXCEED THE LESSER OF: (A) THE TOTAL AMOUNTS PAID TO PARABIT FOR THE GOODS SOLD HEREIN; OR (B) \$75,000. The limitation of liability set forth herein shall not apply to liability or injury resulting from Parabit's gross negligence or willful misconduct.

8. **ANTIMICROBIAL PRODUCTS INTENDED USE.** This product is intended for protection of the surface it is covering and protection & prevention against most illness causing bacteria. This product is not approved by the Food and Drug Administration or Environmental Protection Agency for any use in the delivery of healthcare services. Parabit Systems, and its affiliates make no claims regarding the safety and effectiveness against all diseases or illness, including (but not limited to) COVID-19.

9. **SHIPPING TERMS.** Parabit shall retain a security interest in such goods until the purchase price is paid in full by Buyer. The Goods will be shipped FOB Parabit point of shipment and allowed to any point in the United States, except Alaska and Hawaii. Parabit reserves the right to select origin of shipment, routing, and method of transportation. Any premium freight charges (such as air freight) will be at Buyer's expense. Customer shall pay delivery charges and handling charges established by Parabit. If Buyer specifies alternate routing, Buyer must assume all additional transportation charges. Parabit will retain title to the Products, including the physical media embodying any software products, and related packaging until the full invoice amount for such items has been paid in full. Title to and risk of loss shall pass to Buyer upon delivery of the Goods FOB point of shipment.

10. **CLAIMS FOR LOSS OR DAMAGE IN SHIPMENT.** Parabit must receive written notification within three (3) business days after the Delivery Date of any shipment not containing all items listed on the shipment's packing list. If merchandise is delivered in damaged condition or cartons/items are missing, a notation must be placed on all papers signed by the receiver. If unreported or concealed damages are noticed after delivery, the carrier should be contacted, with a copy of such request sent to Parabit. All requests for credit due to transportation loss or damage should be accompanied by properly signed papers. A claim for loss or damage must be filed with the carrier within 30 days from the shipping date for common carriers. Credit is not allowed for late or improperly substantiated damage claims.

11. **ORDER ACCEPTANCE.** Each party and their respective subsidiaries and affiliates may, for the sake of convenience, in conducting transactions under this Agreement, use their own pre-printed documentation e.g. purchase orders, delivery advice notes etc. (collectively known as "Orders"). Such documentation shall not replace, alter or amend these Parabit Terms & Conditions, which terms and conditions shall prevail at all times, unless Parabit shall have expressly agreed to the contrary in a signed proposal or written amendment explicitly referencing this document. Acceptance of an Order shall create a legally binding contract between the Buyer and Parabit for the purchase of Products and/or Services as specified in the Order and under the Parabit Terms & Conditions. Any Order is deemed accepted by Parabit unless Buyer receives a written objection thereto within five (5) business days after Parabit's receipt of such Order.

12. **TECHNICAL SUPPORT.** Access to Telephone Technical Support is provided during Parabit's normal business hours of 9:00 a.m. to 4:30 p.m. (Eastern Standard Time), Monday through Friday (except Parabit holidays). During those hours, Parabit will provide technical support via telephone to any Parabit Certified Technician, at no cost. By utilizing Parabit's Technical Support services, Non-Certified Technicians and their employers agree to be billed at a rate of one-hundred and twenty-five dollars (\$125.00) per half-hour (in half-hour increments).

13. **RETURN MATERIALS AUTHORIZATION (RMA).** All returns must be processed through Parabit's TRACS App, which is available on iOS and Android. No Goods may be returned for any reason without prior written authorization from Parabit and then only in accordance with Parabit's RMA instructions and terms.

No Product may be returned directly to Parabit without first obtaining a Return Material Authorization ("RMA") number through Parabit's TRACS App. If it is determined that the Product may be defective, you will be given an RMA number and instructions for Product return. An unauthorized return, i.e. one for which an RMA number has not been issued, will be returned to you at your expense. Authorized returns are to be shipped prepaid and insured for its full purchase price value to the address on the RMA form in a Parabit approved shipping container. Your original box and packaging materials should be kept for storing or shipping your Product. An RMA opened for returning unused Product is automatically cancelled if not received within 15 days. If applicable, Buyers must settle payment within 90 days after the returned Product is repaired. If not, the Product becomes the property of Parabit thereafter.

RMA DISCLAIMER

- All returns need to be followed in accordance with Parabit's RMA policies. Failure to follow the RMA instructions may result in a void in warranty, delays in product replacement, issuing of credit or decline of the RMA.
- All original equipment, components, manuals, cables, documents and packaging must be returned with your item for Parabit to process your RMA. Mark your RMA Case number clearly on the outside of the return package. Items received damaged due to improper packaging are the responsibility of the Customer.

- Process only one (1) site per RMA form. RMA forms listing more than one site or return shipments containing more than one site per box will not be processed or eligible for credit or replacement.
- All returns/packaging are subject to incoming inspection through Parabit's quality control process.
- All electrostatic-sensitive devices (PC Boards, Readers, etc.) must be returned in pink or silver anti-static packaging and will undergo incoming inspection. ESD product(s) that have not been handled correctly or failure to properly return the electronic parts will void the Warranty and the item(s) will not be eligible for credit or replacement.
- Do not staple anything to the ESD shielding packaging. Any ESD packaging found with staple holes, rips or tears will void the item's Warranty and will not be eligible for credit or replacement.
- Once the RMA form has been properly submitted, a "Case" number will be generated, and an email notification will be sent to the Requester/Customer. Please note that the case number acts as your authorization to return the equipment in question.
- The RMA Case number will be valid for thirty (30) calendar days. Products returned after thirty (30) days will not be eligible for testing, credit or replacement.
- Include the RMA documentation/Case Number with ALL return items (Print/include the email received after submitting the RMA form). Items received by Parabit without a reference Case number will be returned to sender.
- Customer is responsible for all shipping charges.
- Return the package to the following address:

Parabit Systems, Inc. Attn: RMA Department 35 Debevoise Ave. Roosevelt, NY 11575
The warranty applicable to Parabit Goods may be found at <http://www.parabit.com>.

14. **RESTOCKING FEES.** All non-custom items being returned for credit within the first 30 thirty (30) days of the purchasing date, are subject to a thirty-five percent (35%) restocking fee of the purchase price, depending on the products condition when returned. Parabit Systems reserves the sole right to determine the condition and salability of returned item(s). Custom Orders cannot be returned for credit. All returns must be processed through Parabit's TRACS App, which is available on iOS and Android.

15. **PATENT INDEMNIFICATION.** Parabit shall defend any lawsuit or court legal proceeding brought against Buyer, so far as based upon a claim that the furnishing of any goods or any part thereof constitutes an infringement of any United States patent, but only if: (1) Parabit is notified in writing by Buyer promptly after Buyer learns of same; (2) Parabit is given authority, information and assistance from Buyer for the defense and control of same. In the event Parabit's furnishing hereunder of said goods or any part thereof is held in such a suit to constitute infringement of a valid and enforceable patent by a court of last resort from which no appeal has been perfected, and the use of said goods by Buyer is enjoined by such court, Parabit shall at its own expense attempt to: (a) produce for the Buyer the right to continue using said goods; or (b) replace such goods with what Parabit and its counsel believe to be non-infringing goods; or (c) modify such goods so that, in the opinion of Parabit and its counsel, the goods become non-infringing; or (d) accept the return of such goods and credit the purchase price and the reasonable transportation costs of such return toward future sales from Parabit. Parabit shall have no liability for any costs, losses or damages resulting from Buyer's willful acts, or any settlement or compromise incurred or made by Buyer without Parabit's prior written consent. Parabit shall have no obligation to defend and no liability for any costs, losses or damages, to the extent that an infringement allegation is based upon: (i) Buyer's use of the goods in combination with any other good, software or equipment; (ii) Buyer's use of the goods in a manner or for an application other than for which they were designed or intended, regardless of whether Parabit was aware of or had been notified of such use; (iii) Buyer's use of the goods in a manufacturing or other process; (iv) Buyer's modifications to the goods; (v) Parabit's compliance with Buyer's particular design, instructions or specifications; or (vi) Parabit's compliance with any industry or proprietary standard or Buyer's use of the goods to enable implementation of any industry or proprietary standard (such claims - i.e. those set forth in (i) through (vi) above – are individually and collectively referred to herein as "Other Claims").

The foregoing states the entire liability of Parabit for patent infringement of a valid and enforceable U.S. patent. Buyer shall indemnify and hold Parabit harmless against any damages, liabilities or costs finally awarded against Parabit or agreed to by Buyer as settlement or compromise, and will defend any claim, suit or proceeding brought against Parabit insofar as such claim, suit or proceeding is based on an allegation arising from Other Claims. Buyer will not enter into any settlement or make admissions or concessions to claimants concerning infringement or validity of an asserted patent without prior written consent from Parabit, which shall not be unreasonably withheld.

16. **INSPECTION.** Any claim by Buyer of non-conforming goods shall be deemed waived unless asserted in writing within five (5) business days after delivery of the Goods.

17. **SUBSTITUTES.** Parabit may furnish substitutes for materials unobtainable because of priorities or regulations established by governmental authority or because of non-availability of materials from suppliers, provided such substitutes will not adversely affect the technical soundness of the goods or operability of the goods.

18. **SHIPPING SCHEDULES.** Parabit is not responsible for deviations in meeting shipping schedules nor any losses or damages to Buyer (or any third persons) whether occasioned by deviations in performance or the non performance of any of Parabit's obligations under the Order or loss or damage to the goods when caused directly or indirectly by or in any manner arising from any casualty, riots, acts of Buyer, strikes or other labor difficulties, shortage of labor, supplies and transportation facilities or any other cause or causes beyond its reasonable control or the control of its suppliers.

19. **HEADINGS.** Headings used in these Terms are for convenience only and shall not be considered in construing or interpreting these Terms.

20. **GOVERNING LAW.** All matters arising out of or relating to these Terms shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to its conflict of laws rules and without regard to the United Nations Convention on the International Sale of Goods. Any dispute shall be adjudicated solely in federal or state courts within the State of New York, Nassau County. Buyer consents to the venue and jurisdiction of such courts and waives any claim or defense based on forum non conveniens or personal jurisdiction.

21. **CONFIDENTIAL INFORMATION.** All non-public, confidential or proprietary information of Parabit, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Parabit 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 these Terms is confidential, solely for the use in connection with the sale of goods under these Terms and may not be disclosed or copied unless authorized in advance by Parabit in writing. Upon Parabit's request, Buyer shall promptly return all documents and other materials received from Parabit. Parabit shall be entitled to injunctive relief for any violation of this section. This section 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 nonconfidential basis from a third party.

22. **FORCE MAJEURE.** Parabit shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached these Terms, for any failure or delay in fulfilling or performing any obligations of these Terms, including without limitation delivery dates, when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Parabit.

Such circumstances may include, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorism, terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

23. **ANTI-BRIBERY.** Parabit is committed to conducting its business ethically and in compliance with its anti-bribery policy, and all applicable laws and regulations, including the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, and any other applicable laws that prohibit improper payments to obtain a business advantage.

24. **EXPORT COMPLIANCE.** Buyer shall comply with all export and import laws of all countries involved in the resale of goods by Buyer, including the export regulations of the United States. Buyer is, and will at all times be, in compliance with all laws administered by the United States Treasury Department's Office of Foreign Assets Control (OFAC) or any other entity imposing economic sanctions and trade embargoes ("Economic Sanctions Laws") against designated countries ("Embargoed Countries"), entities, and persons (collectively, "Embargoed Targets"). The Buyer is not and has not been, an Embargoed Target or otherwise subject to any Economic Sanctions Law. Without limiting the generality of the foregoing, the Buyer shall not (a) directly or indirectly export, re-export, transship, or otherwise deliver the Goods or any portion of thereof to an Embargoed Target or (b) broker, finance, or otherwise facilitate any transaction in violation of any Economic Sanctions Law. Buyer assumes all responsibility for shipments of goods requiring any government import clearance. Parabit may terminate the Order if any governmental authority imposes antidumping or countervailing duties or any other penalties on the Goods.

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

28. **SURVIVAL.** The provisions of these Terms relating to payment, confidentiality, disclaimers, warranties, limitation of liability, indemnification, governing law and jurisdiction, severability, and this paragraph shall survive the fulfillment of the Buyer's Order.

29. **MODIFICATION.** These Terms may only be modified in writing signed by authorized representatives of Parabit and Buyer.

30. **PUBLIC ANNOUNCEMENT.** Buyer shall not publicly disclose, issue any press release or make any other public statement, including publication on its website, concerning the existence of Parabit's sale of good(s), or the subject Order(s), without Parabit's prior written consent.

31. **ASSIGNMENT.** Buyer shall not assign any of its rights or delegate any of its obligations under this Order without Parabit's prior written consent. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under its Order.

32. **RELATIONSHIP OF THE PARTIES.** Nothing in these Terms shall be deemed to constitute either party as an agent, representative, employee, or create an agency relationship for any purpose. Neither party has the authority to bind the other party. Furthermore, these Terms do not constitute a franchise or establish a franchise relationship, and do not grant a trademark or any other express or implied license.

33. **TIME FOR BRINGING ACTION/STATUTE OF LIMITATIONS.** Any action by Customer against Parabit for breach of this Agreement or for any other claim arising out of or relating to the goods or their design, manufacture, sale or delivery must be brought within one year after the cause of action accrues.
34. **NO THIRD-PARTY BENEFICIARIES.** These Terms and the goods manufactured by Parabit hereunder are for the benefit of Parabit and Customer only and do not confer any rights to any other party as a third-party beneficiary or otherwise.
35. **SOLVENCY AND SECURITY INTEREST.** Customer hereby grants Parabit a security interest in the Goods purchased from Parabit to secure payment and all other indebtedness due and owing Parabit by Customer now and in the future. Parabit may file a financing statement against Customer to perfect the security interest granted herein.
36. **BANKRUPTCY.** In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against the Buyer, or in the event of the appointment, with or without the Buyer's consent, of an assignee for the benefit of creditors or of a receiver or of a liquidator, then Parabit is entitled to cancel any unfilled part of these terms and conditions without any liability whatsoever.
37. **REASONABLE EFFORTS.** Customer shall be solely responsible for all expenses, losses and reasonable storage costs arising from any act or request by Customers that delays shipment or performance by Parabit. Parabit shall not be liable for delays or failures in shipment resulting from acts of God, acts of war or civil disturbance, epidemics, governmental action or inaction, fires, earthquakes, unavailability of labor, materials, power, or communication, or other causes beyond Parabit's control. If supplies are limited, Parabit may allocate products among its customers as it determines in its sole discretion without liability.