(1) ENTIRE AGREEMENT: This Agreement contains all the terms and conditions of sale and purchase of the material named herein and constitutes the complete understanding of the parties with respect thereto. No modification, extension, or alteration of the terms and conditions of sale or purchase shall be effective unless in writing signed by the authorized individual of the party to be bound, and specifically described as an amendment to or extension of this Agreement. No waiver by either party of any breach of any provision of this Agreement, or of any right or remedy hereunder, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be in writing and expressed in writing signed by the authorized corporate officer of the other party to be bound.

(2) GOVERNMENT REGULATIONS AND TAXES: IREAgreement and ANY QUESTIONS CONCERNING ITS INTERPRETATION AND ENFORCEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY, U.S.A. and the execution and delivery of this Agreement shall be deemed to be the transaction of business within the State. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Principles of International Business Contracts shall NOT apply to this Agreement. Further, the parties agree that any dispute arising out of this Agreement, if not confined to Arbitration, Article 1236, (which is the law of the specific state in which the material is located), of the New Jersey Uniform Commercial Code (or any other state or state’s Uniform Commercial Code) shall be submitted to defense of an inconclusive forum to the maintenance of any such proceeding.

Neither the manner in which this Agreement may be performed nor the manner in which any rights, duties or obligations may be transferred or assigned by either party except upon the prior written consent of the other party, such consent not to be unreasonably withheld.

(3) BUYER'S CREDIT AND PAYMENT: Buyer shall pay all invoices in U.S. dollars and in good funds according to the payment terms agreed between the parties, without set-off or deductions. Buyer will pay Seller all amounts due by wire transfer or Electronic Funds Transfer. Payments which fall due on a non-banking day (weekend or holiday) must be received by the preceding banking day. If payment is not received by the due date, any outstanding amount shall bear interest at the rate of one and one-half percent (1.5%) per month, or as otherwise required by law. All outstanding accounts that are not paid in full within fifteen (15) days of the due date for payment shall accrue interest at the rate described above from the date due. If Buyer fails to pay any amount due to Seller within fifteen (15) days after presentation of a final legal demand for payment, Seller shall have the right to immediately cease delivery of material to Buyer, if, in Seller's sole discretion, the financial condition of Buyer (and/or credit risks relating thereto) is unsatisfactory, or if Seller's credit insurer deems the financial condition of Buyer (and/or credit risks relating thereto) to be unsatisfactory, then Seller may require cash in advance to good funds or other security acceptable to Seller (as determined by Seller).

(4) EXCUSE OF PERFORMANCE: Either Seller or Buyer may excuse its obligations in the event that performance is delayed or prevented in whole or in part as a result of any circumstance whatsoever beyond its reasonable control, including without limitation, natural disasters, war, revolution, insurrection, civil unrest, civil disobedience, strikes or labor disputes, bills of lading or other shipping documents being unavailable to the Seller, or the occurrence of any event or circumstances which make the return of material which is the subject of this Agreement impracticable or impossible. In no event shall Seller be liable for, and Buyer assumes responsibility for, all personal injury and property damage caused by or resulting from such circumstances.

(5) LIMITATION OF LIABILITY: Within fifteen (15) days after receipt of each shipment of material sold hereunder, Buyer shall examine such material for any damage, defects, or shortage. All claims, including for alleged damaged or defective goods, shortage or non-delivery of goods, negligence or any other cause whatsoever, shall be deemed waived unless waived in writing and received by Seller within fifteen (15) days after Buyer's receipt of the goods. Failure of Buyer to give notice of any claim within said time period shall be deemed an absolute and unconditional waiver of all such claims, irrespective of whether the facts giving rise to such claim shall have been discovered or otherwise processing; action is not brought within one year from the time this breach shall be conclusively deemed and ratified by Buyer. The Seller may elect, in its reasonable discretion, to cease or suspend the operation of any facility where it is producing an event or material, or to return any or all uninstalled or stored and not yet delivered material, the return of material which is the subject of this Agreement, and/or to terminate this Agreement and/or suspend further deliveries under it in the event Seller fails to timely receive full payment for goods in full for any one shipment when such becomes due and payable, or in the event Seller is permitted by legal authority, compliance with laws, regulations, orders, recommendations, or requests of governmental authority, patent issues, labor or strikes or disruptions, electrical power outages, defaults, force majeure, acts of war or terrorism, sabotage, embargos, strikes, lockouts, other labor disputes, storage or transportation facilities, in whole or in part, being placed out of service for any reason whatsoever.

(6) COMPLIANCE WITH LABOR LAWS: Buyer shall comply with all applicable provisions of all federal, state and local laws, rules, and regulations, including but not limited to all U.S. export regulations, all U.S. economic sanctions laws, and any other federal, state or local laws, rules, and regulations regulating the employment of workers, pay for work, work hours, discrimination, anti-discrimination, health, safety, welfare, and working conditions of employees generally, including but not limited to all U.S. export regulations, all U.S. economic sanctions laws, and any other federal, state or local laws, rules, and regulations regulating the employment of workers, pay for work, work hours, discrimination, anti-discrimination, health, safety, welfare, and working conditions of employees generally, including but not limited to all U.S. export regulations, all U.S. economic sanctions laws, and any other federal, state or local laws, rules, and regulations regulating the employment of workers, pay for work, work hours, discrimination, anti-discrimination, health, safety, welfare, and working conditions of employees generally.

(7) TITLE AND RIGHT OF OWNERSHIP: Title to and risk of loss for the material shall pass to Buyer upon delivery to Buyer's contract carrier, Buyer's equipment, or Buyer's authorized representative at the Shipment Point (whichever occurs first). Buyer hereby grants to Seller a security interest in all Buyer's sale or lease properties included in an applicable contract. Seller may enforce any right it may have under this Agreement against Buyer to/for the return of material which is the subject of this Agreement, and/or Buyer's representatives or agents' handling, transportation, use, storage, and disposal of such material. Buyer shall promptly notify Seller of any defect or damage found, irrespective of how such defect or damage may be caused by Buyer or third parties. Seller shall have full cooperation of Buyer and its employees, agents, contractors, customers, and others with respect to the repair of any defect or damage found. Buyer will not have any obligations for any payment for repair or replacement of any defect or damage found. If Buyer fails to notify Seller of any defect or damage found, irrespective of how such defect or damage may be caused by Buyer or third parties, Seller shall have full cooperation of Buyer and its employees, agents, contractors, customers, and others with respect to the repair of any defect or damage found. Buyer will not have any obligations for any payment for repair or replacement of any defect or damage found. Buyer will not have any obligations for any payment for repair or replacement of any defect or damage found.