

SCT058, Revision 2

Safehinge Primera, Inc.

Terms and Conditions of Sale

These terms and conditions of sale ("**Conditions**") are the only terms which govern the sale of Goods and Services (each defined below) by Safehinge Primera Inc., a Delaware corporation, and its affiliates ("**Supplier**") to the buyer ("**Customer**") named in the attached purchase order form ("**Order**").

The accompanying Order, Specification, and these Conditions (collectively, this "**Contract**") comprise the entire agreement between the parties.

1. Interpretation

1.1 Definitions. In these Conditions, the following definitions apply:

"Business Day"	means a day other than a Saturday, Sunday or public holiday in the United States when banks in New York are open for business.
"Components"	any items not specifically manufactured to Customer requirements (e.g. off shelf stock items) and supplied by the Supplier.
"Force Majeure Event"	has the meaning given in clause 12.
"Goods"	means the goods (or any part of them) set out in the Order.
"Installation Services"	means the installation of any Goods or Components by the Supplier for the Customer.
"Rectification Services"	means any services provided by the Supplier in respect of making any required rectifications or modifications to any Goods or Components installed by the Supplier.
"Services"	means the services (if any) described in the Order which may include Installation Services and/or Rectification Services as appropriate.
"Specification"	means any specification for the Goods, including any related plans and drawings, which is agreed in writing by the Customer and the Supplier.

1.2 Construction. In these Conditions, the following rules apply:

- 1.2.1 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.2.2 A reference to a party includes its personal representatives, successors or permitted assigns.
- 1.2.3 A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- 1.2.4 Any phrase introduced by the terms **including**, **include**, **in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.2.5 A reference to **writing** or **written** includes faxes and emails.

2. Formation of Contract

- 2.1** These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.2** The Order constitutes an offer by the Customer to purchase the Goods and/or services in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification submitted by the Customer are complete and accurate.
- 2.3** The Order shall only be deemed to be accepted when the Supplier issues a written acceptance of the Order, at which point the Contract shall come into existence.
- 2.4** The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Supplier which is not set out in the Contract.
- 2.5** Fulfillment of Customer's order does not constitute acceptance of any of Customer's terms and conditions, nor does it modify these Conditions.
- 2.6** Any samples, drawings, descriptive matter, or advertising produced by the Supplier and any descriptions or illustrations contained in the catalogues or brochures of the Supplier are produced for the sole purpose of giving an approximate idea of the Goods and/or services described in them. They shall not form part of the Contract or have any contractual force.
- 2.7** A quotation (if issued) for the Goods and/or services given by the Supplier shall not constitute an offer. A quotation shall only be valid for a period of 60 days from its date of issue.

3. Delivery of Goods and Performance of Services

Delivery of Goods

- 3.1** The Goods will be delivered in a reasonable time after receipt of Customer's Order and Specification, subject to availability, or as otherwise agreed by the Parties and outlined in the Order.
- 3.2** The Supplier shall deliver the Goods to the location set out in the Order or such other location as the parties may agree ("**Delivery Location**") at any time after the Supplier notifies the Customer that the Goods are ready. Delivery of the Goods shall be completed on the arrival of the Goods at the Delivery Location ("**Delivery**").
- 3.3** The Supplier shall not be liable for any delays, loss, or damage in transit or the failure of the Customer to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 3.4** The Supplier shall ensure that:
- 3.4.1** each Delivery of the Goods is accompanied by a delivery note which shows the date of the Order, all relevant reference numbers of the Customer and the Supplier, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Order is being delivered by installments, the outstanding balance of Goods remaining to be delivered; and
 - 3.4.2** Where applicable under the supply of Components, if the Supplier requires the Customer to return any packaging materials to the Supplier, that fact is clearly stated on the delivery note. The Customer shall make any such packaging materials available for collection at such times as the Supplier shall reasonably request. Returns of packaging materials shall be at the expense of the Supplier.
- 3.5** If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the

cheapest market available, less the price of the Goods.

- 3.6** If the Customer fails to take delivery of or make appropriate provision for the Goods within 3 Business Days of the Supplier notifying the Customer that the Goods are ready for delivery, or if Supplier is unable to deliver the Goods at the Delivery Location on such date because the Customer has not provided appropriate instructions, documents, licenses or authorizations, then, except where such failure or delay is caused by a Force Majeure Event or the failure of the Supplier to comply with its obligations under the Contract:
- 3.6.1 Risk of loss of the Goods passes to the Customer;
 - 3.6.2 The Goods shall be deemed to have been delivered; and
 - 3.6.3 the Supplier may, at its option:
 - (a) store the Goods until Delivery takes place and charge the Customer for all related costs and expenses (including insurance); or
 - (b) resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.

Performance of Services

- 3.7** The Supplier shall supply the Services to the Customer in accordance with the Order in all material respects.
- 3.8** The Supplier shall perform the Services using reasonable skill and care appropriate to the working environment and reserve the right to provide these Services through the Supplier's approved Contractors.
- 3.9** With respect to the Services, the Customer shall respond promptly to any Supplier request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Supplier to perform under this Contract; provide such materials that the Supplier may reasonably request in a timely manner; and obtain and maintain all necessary license and consents to comply with all applicable laws regarding the Services before the date on which the Services are to begin.
- 3.10** The Customer shall ensure where agreed there is uninterrupted access to the work area. Liability for any additional costs accrued by the Supplier for Contractor downtime due to restricted access or customer delays will be with the Customer. Any relevant charges to be paid by the Customer in respect of such events shall be notified to the Customer in writing.
- 3.11** In the event that the Supplier provides any Rectification Services, it may in its sole discretion, determine any relevant charges to be paid by the Customer in respect of such services which shall be notified to the Customer.
- 3.12** Upon completion of the Installation Services and/or the Rectification Services the Customer (or its authorized representative) shall sign the Supplier's service sign off sheet (or other form as provided by the Supplier) to accept completion of the relevant services and to accept the responsibility for all charges and expenses which may arise thereafter.
- 3.13** Any dates set out in the Order or as otherwise stated by the Supplier shall be estimates only and time shall not be of the essence for performance of the Services.
- 3.14** The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.
- 3.15** If the Services include Installation Services of the Goods, the Customer, the Supplier and any Contractor appointed by the Supplier each warrant that it shall comply with all the duties and obligations under applicable building codes, and city, state and federal regulations.

- 3.16** The Supplier reserves the right to adopt specific and supplementary terms relating to the Contract to the Customer which will be detailed in the terms of the offer and mutually agreed.
- 3.17** Each Order will be performed, invoiced and paid for in accordance with the provisions of this Contract but independently of any other Order. No cancellation or termination of any one Order will entitle you to repudiate cancel, or have any claim of whatsoever nature in respect of any other Order.
- 3.18** Each invoice raised by Supplier to Customer is payable in full, without deduction or set off, in accordance with Supplier's standard payment terms. Customer agrees that it will not be entitled to set off any claim against any invoice unless it has notified Supplier in writing within 5 days of the performance of the relevant services of any dissatisfaction with Supplier's performance of the Services.

4. Inspection and Rejection of Nonconforming Goods

- 4.1** The Customer shall inspect the Goods within 5 days of receipt ("Inspection Period").
- 4.2** The customer will be deemed to have accepted the Goods unless it notifies the Supplier in writing of any Nonconforming Goods during the Inspection Period and provides such documentation as reasonably required by the Supplier. "**Nonconforming Goods**" applies only where the product shipped is different than the one identified in the Customer's Order.
- 4.3** Subject to clause 4.7, if the Customer timely notifies the Supplier of Nonconforming Goods, then the Supplier shall, within its sole discretion, replace the Nonconforming Goods with conforming Goods, or credit or refund the price for such Nonconforming Goods, including any reasonable costs of shipment and return of Nonconforming Goods back to Supplier.
- 4.4** The Customer acknowledges and agrees that the remedies set forth in Clause 4.3 are Customer's exclusive remedies for Nonconforming Goods.
- 4.5** Subject to clause 4.2, the Customer shall not be entitled to reject the Goods if the Supplier delivers up to and including 90% more or less than the quantity of Goods ordered.
- 4.6** The Supplier may deliver an Order by separate instalments. Each instalment delivery shall be deemed to be a separate Order and shall be invoiced and paid for in accordance with the provisions of that Order.
- 4.7** If the Customer chooses to return any Nonconforming Goods or Components, they must do so in accordance with the Supplier's returns policy, which will be made available to Supplier upon request.
- 4.8** All returns will be inspected upon receipt and, in the event of a refund being issued, subject to clause 4.8.4, the Supplier will at its sole discretion refund the Customer for the price which the Customer paid for the Goods (as determined in accordance with clause 6) less:
 - 4.8.1 an inspection and restocking fee equal to 25% of the original value of the Goods;
 - 4.8.2 any outgoing/return carriage charges incurred by the Supplier;
 - 4.8.3 any additional re-kitting costs if kits have been unpacked by the Customer;
 - 4.8.4 any charge for any lost, damaged or missing components or packaging; and
 - 4.8.5 \$25 administration charge.Where Goods are being exchanged, the value attributable to the exchanged Goods shall be limited to the price paid by the Customer for such Goods less the deductions listed in clause 4.9.
- 4.9** For the avoidance of doubt, any request for an exchange of Goods shall be treated as a return and shall be subject to the terms of clause 4.9.
- 4.10** The Supplier reserves the right to amend the Specification if required by any applicable statutory or regulatory requirements.

5. Title and risk

- 5.1** Title to Goods under any Order passes to the Customer upon Delivery of such Goods to the

Delivery Location.

- 5.2** The risk in the Goods shall pass to the Customer on completion of Delivery.
- 5.3** As collateral security for the payment of the purchase price of the Goods, Customer hereby grants to Supplier a lien on and security interest in and to all of the right, title, and interest of Customer in, to and under the Goods, 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 Massachusetts Uniform Commercial Code. The Customer acknowledges that the security interest granted under this sub-Clause 5 is a purchase-money security interest under Massachusetts law and the Supplier may file a financing statement for the security interest and the Customer shall execute any statements or other documentation necessary to perfect the Supplier's security interest in the Goods. The Customer also authorizes the Supplier to execute, on the Customer's behalf, statements or other documentation necessary to perfect the Supplier's security interest in the Goods. The Supplier is entitled to all applicable rights and remedies of a secured party under applicable law.

6. Price and payment

- 6.1** The price of the Goods and/or services shall be the price set out in the Order, or, if no price is quoted, the price set out in the published price list of the Supplier in force as at the date of Delivery.
- 6.2** At Supplier's option, it may require a deposit from the Customer prior to delivery, up to 50 percent of the overall cost of the Goods and/or services.
- 6.3** The Supplier may, by giving notice to the Customer at any time up to 10 Business Days before delivery, increase the price of the Goods and/or services to reflect any increase in the cost of the Goods and/or services that is due to:
- 6.3.1 any factor beyond the control of the Supplier (including foreign exchange fluctuations, increases in taxes and duties, and increases in labor, materials and other manufacturing costs); or
 - 6.3.2 any request by the Customer to change the delivery date(s), quantities or types of Goods and/or services ordered, or the Specification; or
 - 6.3.3 any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions.
- 6.4** The price of the Goods is exclusive of the costs and charges of packaging, insurance and transport of the Goods, which shall be invoiced to the Customer.
- 6.5** The price of the Goods and/or services is exclusive of amounts in respect of sales, duty, excise, income or other applicable tax. The Customer shall, on receipt of a valid invoice from the Supplier, pay to the Supplier such additional amounts in respect of such taxes as are chargeable on the supply of the Goods.
- 6.6** Except for invoiced payments that the Customer has successfully disputed, all late payments shall bear interest the highest rate permissible under applicable law, calculated daily and compounded monthly.
- 6.7** The Supplier may invoice the Customer for the Goods and/or Services on or at any time after the completion of delivery. Invoice to be issued upon individual batch shipment (if applicable).
- 6.8** The Customer shall pay the invoice in full and in cleared funds by the date stated on the invoice. Payment shall be made to the bank account nominated in writing by the Supplier and in U.S. dollars. Time of payment is of the essence.
- 6.9** The Customer shall pay all amounts due under the Contract in full without any set-off,

counterclaim, deduction or withholding whether relating to Supplier's breach, bankruptcy or otherwise (except for any deduction or withholding required by law). The Supplier may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

- 6.10** The Supplier will not enter into daywork or price-work arrangements for Services, or any ad-hoc arrangements without formal instruction and price agreement with the Customer prior to works commencing.
- 6.11** If lien waivers are required, this should be declared before placing the order and the details provided on the specific points at which they will be requested (e.g, deposit payments, any progress payments or final payment). If notarization is required, an administrative fee of \$100 applies and will be added to the final invoice.

7. Limited Warranty

- 7.1** The Supplier represents and warrants to the Customer that for a period of 12 months from the date of delivery of the Goods ("**Warranty Period**"), that such Goods will materially conform to the Specification and will be free from material defects in material and workmanship.
- 7.2** The Supplier represents and warrants and represents that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services.
- 7.3** **EXCEPT FOR THE WARRANTIES SET FORTH HEREIN, SUPPLIER MAKES NO WARRANTY WHATSOEVER THAT WITH RESPECT TO THE GOODS OR SERVICES, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (C) WARRANTY OF TITLE; OR (D) 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.**
- 7.4** Products manufactured by a third party may constitute, contain, be contained in, incorporated into, attached to or packaged together, with the Goods and are not covered by this clause.
- 7.5** The Supplier shall not be liable to Customer for the quality of or defect to any Goods in any of the following events:
- 7.5.1** the Customer makes any further use of such Goods after providing Supplier notice that the Goods do not comply with the above warranty;
 - 7.5.2** the defect arises because the Customer failed to follow the oral or written instructions of the Supplier as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same; or
 - 7.5.3** the defect arises as a result of the Supplier following any drawing, design or Specification supplied by the Customer; or
 - 7.5.4** the Customer alters or repairs such Goods without the written consent of the Supplier; or
 - 7.5.5** the defect arises as a result of fair wear and tear, willful damage, negligence, or abnormal storage or working conditions; or
 - 7.5.6** the Goods differ from the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 7.6** With respect to any Goods during the Warranty Period, the Supplier shall, in its sole discretion, either repair or replace the Goods or credit or refund the price of such Goods at the pro rata contract rate as long as (if Supplier requests and at Supplier's expense), the Customer returns the Goods to the Supplier in accordance with Clause 4.8. and the Supplier's returns policy.
- 7.7** While the Goods have reduced-ligature designs and components, the Customer acknowledges and agrees that these elements do not eliminate risk including in environments where there is a risk of suicide and that the Goods do not replace or substitute the requirement to supervise individuals who may be at risk or to take other necessary or appropriate measures of protection which remain the responsibility of the Customer.
- 7.8** The Customer is responsible for ensuring that any Goods received are appropriate for the

environments in which they are installed, they are installed in line with manufacturers' guidance and will provide appropriate education and training to anyone expected to operate, maintain or use the Goods both upon installation and on an ongoing basis.

7.9 Unless the Supplier is providing Installation Services, **THE CUSTOMER ACKNOWLEDGES AND AGREES THAT THE SUPPLIER IS NOT RESPONSIBLE FOR ANY FAILURE OF THE GOODS DUE TO DEFECTIVE INSTALLATION.**

7.10 **THE SUPPLIER MAKES NO WARRANTY AS TO THE REDUCED-LIGATURE DESIGN OF ANY GOODS, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SHALL NOT BE RESPONSIBLE FOR ANY CLAIMS (INCLUDING FOR DEATH OR BODILY INJURY OR DAMAGE TO ANY REAL OR TANGIBLE PERSONAL PROPERTY) THAT MAY ARISE FROM THE USE OF OR RELIANCE ON THE REDUCED-LIGATURE COMPONENTS.**

7.11 **THE REMEDIES SET FORTH IN THIS CLAUSE ARE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND SUPPLIER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTIES.**

8. Limitation of Liability

8.1 **IN NO EVENT SHALL SUPPLIER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, 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.**

8.2 **IN NO EVENT SHALL SUPPLIER'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 50 PERCENT (50%) OF THE AMOUNTS PAID BY CUSTOMER TO SUPPLIER FOR THE GOODS AND SERVICES.**

8.3 The limitation of liability set forth in Clause 8 shall not apply to any liability resulting from Supplier's gross negligence or willful misconduct.

8.4 To the extent that the Goods are to be manufactured in accordance with a Specification supplied by the Customer, the Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Supplier in connection with any claim made against the Supplier for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the use of the Specification by the Supplier. This clause shall survive termination of the Contract.

9. Termination and suspension

9.1 In addition to any remedies that may be provided under these Conditions, the Supplier may terminate this Contract with immediate effect upon written notice to Customer if Customer:

- 9.1.1 becomes insolvent or is generally unable to pay its debts as they become due
- 9.1.2 files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency Law,
- 9.1.3 makes or seeks to make a general assignment for the benefit of its creditors, or
- 9.1.4 applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business,
- 9.1.5 it sells, leases or exchanges a material portion of its assets,
- 9.1.6 merges or consolidates with or into another Person or a change in control occurs without Supplier's written consent.

- 9.2 On termination of the Contract for any reason the Customer shall immediately pay to the Supplier all of the outstanding unpaid invoices and interest of the Supplier.
- 9.3 Termination of the Contract, however arising, shall not affect any of the parties' rights, remedies, obligations and liabilities that have accrued as at termination.
- 9.4 Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

10. Intellectual Property and Confidential Information

- 10.1 The Customer acknowledges that all intellectual property rights derived from the Goods, or contained in any design specifications, data sheets, test results or any other documentation supplied by the Supplier relating to the Goods shall remain with the Supplier or its licensors and the Customer shall indemnify the Supplier against all damages, penalties, costs and expenses in relation to any unauthorized use by the Customer of such rights.
- 10.2 Customer's use of any intellectual property rights of the Supplier shall be for the sole, limited purpose of using the Goods under this contract and only in accordance with this Contract and the instructions of the Supplier.
- 10.3 All non-public, confidential or proprietary information of Supplier, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Supplier to Customer, 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, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Supplier in writing. Upon Supplier's request, Customer shall promptly return all documents and other materials received from Supplier. Supplier 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 Customer at the time of disclosure; or (c) rightfully obtained by Customer on a non-confidential basis from a third party.

11. Customer's Acts or Omissions.

- 11.1 If Supplier's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants, or employees, Supplier shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.

12. Force Majeure

Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A **Force Majeure Event** means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

13. Insurance.

- 13.1 During the term of this Agreement and for a period of two years thereafter, Customer shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in a sum no less than

\$1,000,000.00 with financially sound and reputable insurers. Upon Supplier's request, Customer shall provide Supplier with a certificate of insurance from Customer's insurer evidencing the insurance coverage specified in these Terms. Customer shall provide Supplier with 30 days' advance written notice in the event of a cancellation or material change in Customer's insurance policy. Except where prohibited by law, Customer shall require its insurer to waive all rights of subrogation against Supplier's insurers and Supplier.

14. Compliance with Law

14.1 Customer shall comply with all applicable laws, regulations and ordinances. Customer shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.

15. General

15.1 Assignment and other dealings.

15.1.1 The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

15.1.2 The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations.

15.2 Notice

15.2.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first-class post or other next working day delivery service, commercial courier, fax or email.

15.2.2 A notice or other communication shall be deemed to have been received:

- (a) if delivered personally, when left at the address referred to in the Order;
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting;
- (c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed;
- (d) or, if sent by email, one Business Day after confirmation of its transmission has been recorded by the sender's email system.

15.2.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

15.3 Severance

15.3.1 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

15.3.2 If one party gives notice to the other of the possibility that any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial

result of the original provision.

- 15.4** **Dispute Resolution.** The parties shall resolve any dispute, controversy or claim arising out of or relating to this Contract by first sending written notice to the other party of any dispute ("**Dispute Notice**"). The parties shall attempt to resolve in good faith any dispute by negotiation and consultation between themselves, using an appointed senior representative. If the dispute cannot be resolved within 30 days of delivery of the Dispute Notice, the parties agree that they shall submit the dispute to mediation, under the Centre for Effective Dispute Resolution Rules in the United States. The parties shall use commercially reasonable efforts in participating in the mediation, and all fees, expenses and costs related to the mediation will be shared equally between the parties. If the parties cannot resolve any dispute for any reason within 60 days after the Dispute Notice, either party may file suit in a court of competent jurisdiction in accordance with Clauses 15.9 and 15.10, unless a party would be prejudiced by any delay.
- 15.5** **Waiver.** A waiver of any right or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 15.6** **No Third-Party Beneficiaries.** This Contract 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 Conditions.
- 15.7** **Amendment.** Except as set out in these Conditions, no amendment to or modification of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is in writing and signed by the Supplier or its authorized representative.
- 15.8** **Waiver of Jury Trial.** Each party irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal action, proceeding, cause of action, or counterclaim arising out of or relating to this Contract, including any exhibits, schedules and appendices attached to this Contract, or the transactions contemplated hereby.
- 15.9** **Governing law.** The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the laws of the State of Massachusetts. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.
- 15.10** **Jurisdiction.** Any legal suit, action, or proceeding arising out of or relating to this Contract shall be instituted in the courts of the State of Massachusetts, and each party irrevocably consents to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.