GENERAL TERMS AND CONDITIONS OF PURCHASE

These General Terms and Conditions of Purchase (these "**Terms**"), by and between RMS Equipment Solutions, LLC, on behalf of itself and, where applicable, the specific purchasing entity identified as buyer in the applicable Order, together with its affiliates or related entities ("**Buyer**") and the seller or supplier furnishing Products (including equipment, components, materials, replacement parts and related goods, together with any incidental or related services such as engineering, fabrication, testing, inspection, commissioning, repair or technical support included in an Order) to Buyer under an Order, as named in such Order, ("**Seller**") govern, apply to and are hereby incorporated by reference into each purchase order, statement of work, order form, quotation or other similar ordering document (each, an "**Order**") between Buyer and Seller (attached hereto or otherwise issued by Buyer to Seller) for Buyer's purchases of products and/or services ("**Products**") from Seller. These Terms, collectively with all Orders between the parties constitute a binding agreement (collectively, the "**Agreement**"). In the event of a conflict between the terms of an Order and the terms set forth herein, these Terms shall prevail unless expressly stated otherwise in the applicable Order.

1. **Forecasts; Order of Precedence**. Forecasts, to the extent any are provided by Buyer or set forth in an Order for Products, are non-binding estimates provided strictly for planning purposes, do not constitute any commitment by Buyer to purchase Products, and may not be relied upon by Seller. In the event of any conflict between these Terms and any other document, terms and conditions or instrument submitted by Seller or referenced in an Order, these Terms will govern. Unless expressly stated otherwise in the applicable Order, Seller must reject Orders submitted by Buyer within three business days of receipt, or the Order will be deemed accepted by Seller. Buyer expressly limits acceptance of Orders to the terms stated herein. Unless otherwise agreed by the parties in writing, any additional, different, or inconsistent terms or conditions contained in any Order or acknowledgment, acceptance, or confirmation therefor provided by Seller in connection with the implementation of the Order are hereby rejected by Buyer; provided, however, that inclusion of such additional terms shall not operate as a rejection of the applicable Order (unless such variances are in the terms of the description, quantity, price or delivery schedule of ordered Products), but will be deemed a material alteration thereof, and must be accepted by Buyer in writing before Seller may commence performance thereof.

2. **Shipment and Delivery**.

(a) All Products must be (i) suitably packed or otherwise prepared by Seller for shipment to prevent damage or loss, to obtain the lowest transportation and insurance rates, and to meet the carrier's requirements, and (ii) shipped in accordance with good manufacturing and distribution practices, generally accepted industry standards, and any instructions set forth in the applicable Order. Expenses incurred by either party due to Seller's failure to comply with these Terms are the sole responsibility of Seller. Seller's name, complete ship-to address and applicable Order number must appear on all invoices, bills of lading, packing slips, cartons and correspondence. Bills of lading must be attached to invoices submitted, showing carrier, number of cartons, weight and date of shipment. Packing slips must accompany all shipments listing contents of shipment in detail.

(b) Time is of the essence for all Orders. Deliveries are to be made only in the quantities and at the dates and times specified in the applicable Order. Unless otherwise stated in the applicable Order, delivery terms are DDP Buyer's location designated on the face of the applicable Order. Title to the Products remains with Seller until receipt by Buyer of conforming Products at the destination in accordance with the applicable Order. Risk of loss or damage to Products shall pass to Buyer only after Buyer's receipt, inspection and acceptance of such Products in accordance with these Terms. If Seller anticipates any delay in delivery, Seller must immediately notify Buyer and take reasonable steps, at its cost, to expedite delivery. Buyer may cancel any Order or portion thereof if delivery is not made on time or if notice is given that a delivery is expected to be late. If Seller fails to deliver conforming Products in accordance with the applicable Order, Buyer may, without limiting any other right or remedy, procure substitute products or services from an alternate source, and Seller shall reimburse Buyer for any reasonable incremental costs and expenses incurred by Buyer in doing so.

(c) Invoices covering Products shipped in advance of the date set forth in Buyer's delivery schedule will not be paid until their normal due date after the date specified for delivery. Partial shipments are not allowed without the express written consent of Buyer. Upon identification and notification of defective Products or nonconforming shipments, Buyer shall receive full credit either for scrap or return, which credit will include full costs paid to Seller, together with shipping, processing and related costs, if applicable. Within one week of the shipment of defective Product, Seller shall submit to Buyer a written explanation of the root cause and corrective actions implemented to prevent recurrence.

(d) For each day past the delivery date set forth in the applicable Order for which conforming Products are not delivered, Buyer shall be entitled to liquidated damages in the amount of 2% of the fees for such Products per day after the delivery date that such Products are not delivered. Such liquidated damages shall be Buyer's exclusive remedy for delay damages to the extent required by applicable law; provided, however, that the assessment of liquidated damages shall not otherwise limit, foreclose or act as an election of remedies with respect to any other rights or remedies available to Buyer at law or in equity for any other breach of the Agreement, including for the underlying failure to deliver giving rise to such liquidated damages. In the event liquidated damages assessed under this Section 2(d) with respect to an Order reach, in the aggregate, ten percent (10%) of the total value of such Order, Buyer shall have the right, in addition to any other rights and remedies available to it, to terminate the applicable Order, or the Agreement in whole or in part, for cause.

3. **Inspection; Testing; Acceptance and Rejection**.

(a) Buyer and/or its end customers (each, a "**Customer**") may reject any delivery or cancel all or any part of any Order if Seller fails to make delivery in conformity with the terms and conditions of the applicable Order or the Agreement including, without limitation, any failure of Products to conform to any applicable specifications, instructions or other requirements (including without limitation those stated in the applicable Order) ("**Specifications**") and quality, functionality or other performance criteria published by Seller for Products. Buyer or the applicable Customer, as applicable, may also reject Products that are not delivered on time in accordance with the dates set forth in the applicable Order, even if such Products otherwise conform to the Specifications. In the event any Products are rejected by Buyer or a Customer, Buyer or the applicable Customer may return or dispose of (at Seller's option), and Seller shall pay to Buyer (or the applicable Customer, as directed) immediately: (i) any prepayments which Buyer or a Customer has made for the rejected Products; (ii) the cost to Buyer or a Customer of storing the rejected Products; (iii) the cost to Buyer or a Customer of returning or disposing of the rejected Products (by whatever reasonable means Buyer determines); and (iv) all other expenses incurred by Buyer or a Customer in connection therewith. Buyer's or a Customer's acceptance of any non-conforming delivery or portion thereof shall not constitute a waiver of its right to reject future deliveries or a waiver of any claim which Buyer may have regarding nonconforming Products. If Seller (x) fails to supply Products, (y) fails to supply Products meeting the Specifications, or (z) fails to meet Buyer's delivery schedules and delivery requirements set forth in the applicable Order, then Buyer may, in its sole discretion, purchase Products from another supplier or alternate source as Buyer, in its sole discretion, deems necessary. In such event, Seller shall reimburse Buyer for any additional costs and expenses incurred by Buyer in purchasing Products from such alternate source.

(b) Payment for the Products does not constitute Buyer's acceptance thereof. Buyer has the right to inspect all Products within a reasonable period of time following delivery, not to be less than (60) days or longer where reasonably necessary based on the nature of the Products, including where inspection, testing, commissioning or acceptance occurs after delivery at an RMS facility, project site or end-customer location, or based on the nature of the Products, applicable testing requirements, or Buyer's or a Customer's ability to inspect (the "Inspection Period"), and to reject any or all Products that are in Buyer's judgment defective or nonconforming. Buyer shall provide Seller notice of rejection of any Products with respect to any defects discovered during the Inspection Period within thirty (30) days of such discovery. No inspection, acceptance, or failure to reject Products during the Inspection Period shall constitute a waiver of any latent defect, warranty claim, or nonconformity that could not reasonably have been discovered during the Inspection Period, and Buyer reserves all rights and remedies with respect to any such latent defects, warranty claims, or nonconformities notwithstanding acceptance. Buyer may request, at its option, prompt replacement of rejected Products or a refund or credit equal to the purchase price. Products supplied in excess of the quantities specified in the Order may be returned to Seller at Seller's expense. Buyer reserves the right to use rejected materials, as it believes advisable or necessary to meet its contractual obligations to customers, without waiving any rights against Seller. Nothing contained in the Agreement relieves Seller from the obligation of testing, inspection and quality control.

(c) All rights of Buyer under this Section 3 shall pass through to Buyer's Customers, and Buyer may pass through to Seller any Customer complaints relating to a Product.

(d) Where Seller's Products and/or services are being provided in connection with a contract between Buyer and a Customer, Seller shall comply with those Customer requirements that (i) are applicable to Seller's scope of work, Products, services, acts or omissions, and (ii) have been provided or made available to Seller in writing. To the extent applicable to Seller's scope of work under an Order, Seller shall assume toward Buyer the obligations and responsibilities that Buyer has assumed toward the applicable Customer, but solely to the extent such obligations relate to Seller's scope of work, Products or services. Nothing in this Section 3(d) shall be construed to incorporate by reference any Customer or prime contract terms that have not been provided or made available to Seller.

4. **Prices; Payment**. Prices for all Products will be as stated in the Order, and separately state all charges for packing, hauling, storage and transportation to point of delivery and all applicable federal, state, provincial and local taxes, tariffs, duties, customs charges, import and export fees (including sales and use taxes and any other similar governmental assessments applicable to Seller's performance or the Products, which shall be included in the prices for the Products and may not be charged as additional amounts to Buyer); provided, however, that (i) in no event will the price charged by Seller under the Agreement be higher than the Seller's standard market prices charged to other customers purchasing similar Products; and (ii) Seller may not increase prices on Products after acceptance of the applicable Order for any reason, including as a result of new or increased tariffs, duties, customs charges, import or export fees, material costs, supply-chain costs, or other similar charges, unless such increase is expressly approved by Buyer in writing in advance. Notwithstanding the foregoing, if a new or increased tariff, duty, customs charge or similar governmental assessment is imposed on Products after acceptance of the applicable Order, Seller may submit a written request for a corresponding price adjustment; provided that any such adjustment (1) must directly apply to the Products covered by the Order; (2) must represent an actual incremental tariff, duty, customs or similar governmental cost incurred by Seller after Order acceptance; (3) must be supported by reasonable documentation establishing the amount and applicability of the increase; (4) may not include additional markup, profit or unrelated cost escalation unless expressly approved by Buyer; and (5) is not effective unless and until Buyer expressly approves the adjustment in writing in advance. Seller has no automatic or unilateral right to increase pricing under this Section 4. If Buyer does not approve Seller's requested adjustment, Buyer may reject the increase and, where appropriate, cancel the unperformed portion of the affected Order without liability, or obtain the affected Products from another source. For the avoidance of doubt, Buyer's right to pass through tariffs or similar governmental assessments to its Customers shall not create any corresponding right for Seller to increase the price of Products. Unless agreed otherwise in the applicable Order, payment terms for all Products will be net sixty (60) days receipt of undisputed invoice

with a two percent (2%) discount where payment is made within thirty (30) days of receipt of undisputed invoice. Buyer shall be entitled to fulfill contractual payment obligations through any affiliate of Buyer, and Buyer shall be entitled to set off any amounts owing at any time from Seller to Buyer or any of its affiliated parties against any amount payable at any time by Buyer or such affiliates in connection with the Agreement or an Order. Seller shall provide its banking information to accommodate payment via ACH as requested by Buyer.

5. **Changes**. Buyer may at any time make changes in the scope or quantity of Products in which event an equitable adjustment will be made to any price, time of performance, and other provision of this Order, if appropriate. Any other change to ordered Products set forth in the applicable Order must be pre-approved in writing by Buyer, including any substitution of components, materials, manufacturers or specifications that would affect the applicable Order or Specifications. Should Seller change ordered Products without prior written approval from Buyer, without waiving any other rights against Seller, Buyer shall not be liable for charges related to such changes and may reject any Products not conforming with the Specifications or quantities set forth in the original Order.

6. **Confidentiality**. Each party may receive or have access to non-public, proprietary or confidential information, of the other party ("**Confidential Information**") in connection with the Agreement. Buyer's Confidential Information includes, without limitation specifications, drawings, sketches, models, designs, engineering, software, codes, prices, samples, tools, technical information, methods, processes, techniques, shop practices, plans, know-how, trade secrets, ideas, inventions, intellectual property, instructions, data, analytics, information or lists relating to suppliers, customers and employees, financial, marketing or business plans or information, and any other information or materials that should reasonably be deemed confidential given the nature of Buyer's business, in any form or medium, furnished to or accessed by Seller in connection with the Agreement, including the applicable Order and all aspects of it, all which is and shall remain the sole and exclusive property of Buyer. All Confidential Information and any copies, summaries, notes or derivations thereof, must be immediately returned to Buyer upon Buyer's request or upon cancellation, termination or completion of the applicable Order(s) or this Agreement. Confidential Information of each party shall be kept confidential by the recipient (using at least reasonable care), shall be used only in the fulfillment of Orders, or in performing the recipient's obligations under the Agreement, and may be disclosed or used for other purposes only upon such terms as may be agreed upon between Buyer and Seller in writing or to the extent required by applicable law or governmental order (provided, that the recipient gives the discloser prompt written notice of such legal requirement and cooperates reasonably with the discloser upon request in seeking a protective order).

7. **Proprietary Rights**.

(a) Seller hereby grants to Buyer a worldwide, perpetual, transferable and royalty-free license to use, sell, resell, lease, exploit, offer for sale, import, distribute, advertise, market and promote Products (including through packaging, repackaging, labeling, bundling and documentation) that incorporate in whole or in part, and using the trademark, service marks, names, logo, trade dress or other marks ("**Marks**") or Intellectual Property (as defined below) rights of Seller.

(b) Seller hereby grants and assigns to Buyer, and shall not otherwise make use of, all rights, title and interest in and to original or custom works, products, work product, deliverables, specifications, documentation and materials reduced to tangible form and specifically created by Seller (or its employees, contractors or other third parties) for delivery to Buyer in connection with this Agreement ("**Deliverables**") (including, but not limited to, drawings, designs, engineering, models, dossiers, descriptions, software, codes, analytics, formulae, processes, techniques, data, and copyrights, moral rights, patents, ideas, inventions, concepts, trade secrets, know-how, trademarks, and any other intellectual property rights (and all associated goodwill and any modifications, enhancements or derivations to any of the foregoing) ("**Intellectual Property**") embedded therein (excluding Seller's Intellectual Property existing prior to the effective date of this Agreement or developed independently of Buyer and this Agreement ("**Seller IP**"). To the extent Seller IP is embedded into any Deliverables, Seller hereby grants to Buyer a perpetual, worldwide, royalty-free, transferable and sublicensable license to use Seller IP in connection with Buyer's use of Deliverables.

(c) Seller shall not use, reproduce, or appropriate for or disclose to third parties, any materials, specifications, instructions, tooling, dies, drawings, Intellectual Property or other property or information of Buyer furnished to Seller in connection with this Agreement ("**Buyer Materials**") without Buyer's prior written approval. Buyer is and shall at all times remain the sole and exclusive owner of all right, title and interest in and to all Buyer Materials. Seller shall not modify or combine Buyer Materials with any other materials except as expressly authorized by Buyer. Seller shall bear the risk of loss or damage to all Buyer Materials until returned to Buyer. All Buyer Materials shall be returned to Buyer at cancellation, termination, or completion of the Agreement or applicable Order unless Buyer directs otherwise in writing.

8. **Warranties**. Seller represents and warrants that: (a) all Products, Deliverables and Seller's performance under the Agreement will (i) conform to the Agreement and all applicable drawings, specifications, descriptions, and samples furnished to or supplied by the Seller, (ii) be merchantable and free from defects in design, material, and workmanship, and (iii) be fit and safe for their intended purposes; (b) the Products and Deliverables, as applicable, (including packaging, labeling and documentation) are free from all liens and encumbrances and do not infringe upon or violate any intellectual property, privacy or other proprietary or property right of any third party; (c) it has the right to grant Buyer all licenses to any Intellectual Property embedded or incorporated into any Products or Deliverables; (d) any services provided hereunder will be performed in a professional, workmanlike manner consistent with generally accepted industry standards; (e) Seller has and will maintain all licenses, permissions, authorizations, consents and permits necessary to perform its obligations under this Agreement and each Order; and (f) it has complied and Seller and the Products and Deliverables provided hereunder shall comply with all applicable laws, rules and regulations. Buyer may pass through all warranties herein and of Seller (and its manufacturers, if applicable) regarding the Products. Seller shall pass through to Buyer and, where applicable, Buyer's Customer, all available original equipment manufacturer, manufacturer and component warranties applicable to Products supplied under an Order, and shall reasonably assist Buyer in submitting, administering and pursuing claims under any such manufacturer or OEM warranties. Such manufacturer and OEM warranty rights are supplemental to, and not in lieu of, Seller's warranties under this Agreement, unless an Order expressly provides otherwise to its Customers who purchase Products.

9. **Security of the Supply Chain**. Seller shall provide the necessary organizational instructions and take commercially reasonable measures (particularly with regard to the following security aspects: premises security, packaging and transport, business partner, personnel and information) in order to guarantee the security in the supply chain according to the highest degree of care for the applicable industry or as otherwise specified by Buyer in an Order. Seller shall protect the goods and services provided to Buyer or provided to third parties designated by Buyer against unauthorized access and manipulation. Seller shall only employ or engage reliable personnel for those goods and services and shall obligate any sub-suppliers to take equivalent security measures.

10. **Compliance with Laws**. By the acceptance of this Agreement, Seller represents and warrants that Products provided pursuant to this Agreement shall be manufactured, labeled, shipped, stored and otherwise handled in strict compliance with all applicable laws, codes, ordinances, regulations, executive orders and industry standards, including without limitation: (a) the Fair Labor Standards Act of 1938; (b) the Toxic Substances Control Act, (c) Dodd Frank Consumer Protection Act (Conflict Minerals); (d) the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972; (e) the Williams-Steiger Occupational Safety and Health Act of 1970; (f) any applicable federal, state, and local laws and regulations regarding discrimination because of race, color, religion, national origin, sex, age, handicap, or veteran status, including, without limitation, 41 CFR Part 60-1, 41 CFR Part 60-250, and 41 CFR Part 60-741 as amended; and (g) applicable export control, customs and foreign trade regulations ("**Foreign Trade Regulations**"), along with any and all regulations, amendments and standards promulgated or adopted under any of the foregoing, all of which are incorporated by reference. Seller further represents and warrants to Buyer that it shall comply and cause each of its employees, agents and representatives to comply with all such laws, codes, ordinances, regulations and orders. Seller shall promptly furnish, upon Buyer's request, all certifications required under any such laws, codes, ordinances, regulations and orders and all information otherwise reasonably necessary to assist Buyer with its compliance as requested by Buyer from time to time. Seller shall advise Buyer in writing within two weeks of receipt of the Order – and in case of changes without undue delay – of any information and data required from Buyer to comply with all Foreign Trade Regulations in case of export, re-export and import, including without limitation (i) all applicable export list numbers, including the Export Control Classification Number according to the U.S. Commerce Control List (ECCN); (ii) the statistical commodity code according to the current commodity classification for foreign trade statistics and the HS (Harmonized System) coding; and (iii) the country of origin and upon Buyer's request a certificate of origin. Buyer expects all of its suppliers to follow legal and ethical business practices. In providing Products, Seller shall comply with all applicable federal and state guidance, ethical industry standards and Buyer's policies as provided or made available to Seller.

11. **Termination**. The term of this Agreement begins upon Seller's acceptance of an Order (or deemed acceptance as set forth in Section 1) and continues until completion of all Orders or until otherwise terminated in accordance with this Section. Buyer may terminate the Agreement or any Order in whole or in part upon written notice to Seller. Upon termination of the Agreement, in whole or in part, by Buyer for any reason, Seller shall immediately (a) stop all work under the terminated Agreement, (b) cause any of its suppliers or subcontractors to cease work, and (c) preserve and protect Deliverables, work in progress and materials on hand purchased for or committed to under the Agreement in its own and in its suppliers' or subcontractors' plants pending Buyer's instructions. Notwithstanding any provision to the contrary in this Section, Buyer shall not owe Seller any lost profit or payment for any materials or Products that Seller may consume or sell to others in its ordinary course of business. If Buyer's termination of the Agreement is for convenience rather than Seller's failure to comply with any term of the Agreement, Seller's sole compensation for such termination shall be payment by Buyer of the percentage of the total Order price corresponding to the proportion of work completed in filling the Order prior to such notice. A claim by Seller for such compensation must be submitted to Buyer within sixty (60) days after the date of termination and shall be subject to Buyer's approval. If Buyer terminates the Agreement or an Order for cause, Seller shall not be entitled to any further compensation and Seller shall promptly issue Buyer a pro rata refund for any prepaid amounts under any Orders for Products or Deliverables not properly provided thereunder.

12. **Indemnity**. Seller shall defend, indemnify and hold harmless Buyer, its affiliates, officers, employees and agents, as well as all users of Products, against all claims, damages, liability, losses, fines, or judgments, including costs, attorney fees, and other expenses, relating to or arising out of (a) Seller's breach of any representation, warranty, covenant or other provision of the Agreement; (b) personal injury (including death) or property damage caused by Products or Seller's acts, omissions or breach of the Agreement; (c) defective or nonconforming Products or Deliverables, including the failure to timely deliver Products; or (d) actual or alleged infringement of a third party's intellectual property rights by any Products (including packaging, labeling documentation, materials and Intellectual Property rights therein).

13. **Insurance**. Seller shall maintain during the term of this Agreement and for one year after the last delivery under the last remaining Order issued by Buyer, insurance coverage with well-recognized, reputable insurance providers reasonably acceptable to Buyer, in types and amounts consistent with prevailing industry standards and adequate to ensure Seller meets its obligations under this Agreement, subject to any additional requirements set forth in an Order. Each insurance policy hereunder shall name Buyer as an additional insured. At Buyer's request, Seller shall furnish Buyer with certificates of insurance evidencing compliance with this Section 13.

14. **Limitation of Liability**. TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER WILL NOT BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, BUSINESS OR REPUTATION, UNDER ANY THEORY OF LIABILITY AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY REGARDING PRODUCTS OR SELLER'S PERFORMANCE HEREUNDER. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL BUYER'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH OR RESULTING FROM THE AGREEMENT (INCLUDING ALL ORDERS HEREUNDER) EXCEED THE AMOUNTS PAID FOR THE PRODUCTS GIVING RISE TO SUCH CLAIM UNDER THE APPLICABLE ORDER IN THE 12 MONTHS IMMEDIATELY PRECEDING SUCH CLAIM. BUYER SHALL NOT BE LIABLE FOR INTEREST CHARGES OR PENALTIES OF ANY DESCRIPTION. NO LAWSUIT MAY BE BROUGHT AGAINST BUYER ON ACCOUNT OF ANY BREACH BY BUYER UNLESS THE SUIT IS INSTITUTED WITHIN TWO YEARS OF THE DATE OF THE BREACH.

15. **Audit**. Upon reasonable notice, Seller shall provide and shall cause Seller's contractors, subcontractors and agents to provide to Buyer or its representatives, including its designated third parties or external auditors, access to Seller's facilities, processes, quality control protocols, data, books and records relating to the Products, Deliverables or Seller's performance under this Agreement for the purposes of: (a) verifying the integrity and security of Buyer's data and Buyer Materials; (b) verifying Seller's compliance with the Agreement or any Order; and (c) enabling Buyer to comply with all applicable laws or regulatory requirements, inspections or audits. If any such audit reveals that Seller has overcharged Buyer, Seller shall promptly reimburse Buyer for such overcharge, and in the event that any such overcharge exceeds five percent (5%) of the amount that should have been charged, Seller shall promptly reimburse Buyer for all reasonable costs and expenses incurred in the conduct of the audit.

16. **Governing Law; Jurisdiction**. The Agreement and all rights and duties under the Agreement are governed by, and construed in accordance with, the laws of the State of Delaware. Buyer shall have all rights and remedies granted it by the Uniform Commercial Code, without exclusion or limitation. Buyer's rights under the Agreement are in addition to any other legal or equitable remedies it may have against Seller. Seller and Buyer consent to the exercise of jurisdiction over them by the courts located in Delaware, and Seller and Buyer waive any objection to the assertion or exercise by such court of such jurisdiction.

17. **Notice**. All notices to Buyer shall be sent via registered mail or nationally recognized courier service to Buyer with email copy sent to: legal@rmsenergy.com.

18. **Publicity**. Unless otherwise required by law, Seller shall not issue any press release or otherwise use Buyer's name or Marks for the purpose of publicity or in its promotional materials, or make any presentation with respect to the existence of this Agreement without Buyer's prior written consent.

19. **Force Majeure**. Neither party shall be liable for any failure or delay in the performance of its obligations under the Agreement (other than payment obligations) to the extent such failure or delay is caused by an event beyond such party's reasonable control that could not have been avoided or mitigated through the exercise of reasonable diligence, limited to: fire, flood, earthquake or other natural disaster; war, terrorism, riot or civil insurrection; and government order, embargo or other action of a governmental authority having the effect of law that directly prohibits performance (each, a "Force Majeure Event"). Notwithstanding the foregoing, in no event shall a Force Majeure Event include, and Seller may not assert or rely on force majeure, impossibility, impracticability or any similar doctrine in connection with, any shortage, unavailability, allocation or rationing of components, raw materials, labor, capacity, transportation or other supply, or any increase in the cost thereof, and any such circumstance shall not excuse or delay Seller's performance under the Agreement or any Order. If Seller's ability to supply Products is constrained for any reason, including a shortage described in the preceding sentence, Seller shall allocate and prioritize its available supply, capacity and inventory of Products to Buyer at least ratably with, and no less favorably than, Seller's other customers, and shall not reduce, delay or reallocate Buyer's Orders in favor of any other customer. A party seeking to claim relief on account of a Force Majeure Event must promptly notify the other party in writing of the nature and expected duration of the event, and shall use commercially reasonable efforts to mitigate its effects and resume performance as soon as reasonably possible. If a Force Majeure Event affecting Seller's performance continues for more than thirty (30) days, Buyer may, without liability, terminate the affected Order or the Agreement in whole or in part upon written notice to Seller.

20. **General**. The invalidity of any provision contained in the Agreement will not affect the validity of any other provision. Buyer's failure to insist on performance of any term or condition or to exercise any right or privilege shall not waive any such term, condition, right or privilege. The Agreement may be amended or modified only by a written instrument separately signed by Buyer and Seller. Seller shall not subcontract or assign its rights or obligations under the Agreement, in whole or in part, without Buyer's prior written consent, and any attempted subcontract or assignment by Seller in violation of this Section shall be null and void. Notwithstanding the foregoing, Buyer may, without Seller's consent and without such action constituting a breach, voiding, or grounds for termination of the Agreement or any Order, assign, transfer or delegate this Agreement and any Order, in whole or in part, to (i) an affiliate of Buyer, or (ii) a successor entity (whether by merger, consolidation, acquisition, reorganization or other change of control) or a purchaser of all or substantially all of the assets or equity of Buyer or the relevant business unit to which the Agreement relates. Any such assignee or successor shall assume and remain liable for all outstanding obligations owed under the Agreement and any Order, and such assignment shall not otherwise relieve, modify or diminish Seller's rights or Buyer's obligations under the Agreement or any Order. The failure of Buyer to insist in any instance upon strict performance by Seller of any provision of this Agreement or an Order shall not be construed as a continuing waiver of such item, or waiver of any other provision of this Agreement or any corresponding Agreement. Seller agrees to pay all costs and expenses paid or incurred by Buyer in enforcing its rights under this Agreement, including, without limitation, reasonable attorney's fees and costs. The provisions of Sections 1 and 6-20, and any other provision of these Terms or any Order that should by their nature survive, shall survive termination or expiration of the Agreement for any reason.