



Specializing in Conveying Since 1971
"The Gentle Way To Convey"

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TERMS AND CONDITIONS OF SALE

1. Entire Agreement/Orders.

(a) This agreement (the "Agreement") is between Intraco, Inc., an Iowa corporation, d/b/a Cablevey, Cablevey Conveyors, and Cablevey Conveying Systems (referred to as "**Cablevey**" or "**Seller**") and the buyer named in the applicable Formal Proposal ("**Buyer**"). No order for Cablevey's products ("**Products**") or services ("**Services**") shall be binding upon Cablevey until acknowledged in writing by Cablevey through a written acknowledgment ("**Order Acknowledgment**"). The Order Acknowledgment and these Terms and Conditions of Sale (the "**Terms**") constitute the Agreement between Cablevey and Buyer. Seller and Buyer are each a "Party" and, collectively, the "Parties."

Check box if Services are to be provided to Buyer. For the avoidance of doubt, if the foregoing box is not checked, the Parties hereto acknowledge and agree that no Services are being rendered by Cablevey to Buyer in connection with the sale of Products covered by these Terms, and Cablevey shall have no corresponding obligations with respect to any Services (including any warranties for any services).

Except to the extent that the foregoing box is checked and Cablevey's Order Acknowledgment expressly and unambiguously identifies technical assistance or field services included in pricing set forth in the Order Acknowledgment, the pricing set forth in the Order Acknowledgment does not include Services (including without limitation supervised installation or commissioning).

(b) Any purchase order, offer or counter-offer made by Buyer before or after Cablevey's Order Acknowledgment is rejected and all documents exchanged prior to Cablevey's Order Acknowledgment are merely preliminary negotiations and not part of any agreement between the parties. In no event will Cablevey be deemed to have in any way changed, enlarged or modified its liabilities or obligations as fixed by these Terms including, without limitation, situations in which Cablevey satisfies an order submitted on Buyer's own purchase order form.

(c) Buyer shall have been deemed to agree to these Terms upon the earlier of acceptance of Cablevey's quotation, issuance of a purchase order to Cablevey, receipt of an Order Acknowledgment, or acceptance of delivery of the Products or Services.

2. Delivery of Products and Performance of Services.

(a) The Products will be delivered within a reasonable time after Cablevey's delivery of a signed Order Acknowledgment, subject to availability of finished Products. Any stated delivery schedule or date set forth in the Order Acknowledgment or otherwise is an estimate only and not a commitment to deliver on specific dates. Cablevey shall not be liable for any delays, loss, or damage in transit, and delay in delivery shall not relieve Buyer of its obligations to accept Products.

(b) Unless otherwise agreed in writing by the parties, Cablevey shall deliver the Products to the location set forth in the Order Acknowledgment (the “**Delivery Point**”) using Cablevey’s standard methods for packaging and shipping the Products.

(c) Cablevey may, in its sole discretion, without liability or penalty, make partial shipments of Products to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer’s purchase order.

(d) If delivery is delayed or deferred by Buyer beyond the scheduled date, payment shall be due in full when Cablevey is prepared to ship the Products or perform the Services. The Products may thereafter, at Cablevey’s option, be stored at the risk and expense of Buyer. If the Buyer is required to take delivery of any Products from any Cablevey facility, Cablevey will notify Buyer when the Products or any portion of the Products are available for receipt by Buyer or its freight carrier and Buyer or its designated freight carrier shall take delivery within 5 calendar days of receipt of notice. If Buyer does not take delivery of the Products identified in the notice, then Cablevey shall have the right, at its election, to ship the Products or any portion thereof directly to Buyer at Buyer’s sole expense or, alternatively, to store the Products subject to handling and storage fees reasonably determined by Cablevey.

(e) Cablevey shall use reasonable efforts to meet any performance dates to render the Services (if any) specified in the Order Acknowledgment, and any such dates shall be estimates only.

(f) With respect to any Services, Buyer shall (i) cooperate with Cablevey in all matters relating to the Services and provide such access to Buyer’s premises, and such office accommodation and other facilities as may reasonably be requested by Cablevey, for the purposes of performing the Services; (ii) respond promptly to any Cablevey request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Cablevey to perform Services in accordance with the requirements of this Agreement; (iii) provide such customer materials or information as Cablevey may request to carry out the Services in a timely manner and ensure that such customer materials or information are complete and accurate in all material respects; and (iv) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start. Notwithstanding anything to the contrary contained in this Agreement, if Services are to be provided hereunder, Cablevey may, from time to time change the Services without the consent of Buyer provided that such changes do not materially affect the nature or scope of the Services, or the fees or any performance dates set forth in the Order Acknowledgment.

(g) Shipments, deliveries, and/or performance of Services shall at all times be subject to the approval of Cablevey’s credit department and in case Cablevey shall have any doubt as to Buyer’s responsibility, Cablevey may decline to make any further shipments and provide further Services hereunder, except upon receipt of satisfactory security or payment in advance.

(h) Cablevey’s test facility in Oskaloosa, Iowa is available to test Buyer’s Products at Buyer’s request. A testing fee and associated costs shall be billed to Buyer for testing in Oskaloosa.

3. Non-Delivery.

(a) Cablevey shall not be liable for any non-delivery of Products unless Buyer gives written notice to Cablevey of the non-delivery within 5 days of the date when the Products would in the ordinary course of events have been received.

(b) Any liability of Cablevey for non-delivery of the Products shall be limited to replacing the Products within a reasonable time or adjusting the invoice respecting such Products to reflect the actual quantity delivered.

(c) Buyer acknowledges and agrees that the remedies set forth in Section 3 are Buyer's exclusive remedies for any non-delivery of Products.

4. Shipment/Risk of Loss. Unless otherwise noted, Delivery of the Products shall be made FCA Cablevey's manufacturing location Incoterms® 2020. Title and risk of loss pass to Buyer at the time that Products leave Cablevey's manufacturing location.

5. Buyer's Acts or Omissions. If Cablevey's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Buyer or its agents, subcontractors, consultants, or employees (including as a result of Buyer's failure to comply in a timely manner with its obligations under Section 2(f)), Cablevey 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 Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay, and any delivery or performance schedules for Products and/or Services shall be automatically adjusted to reflect any such prevention or delay.

6. Inspection and Rejection of Nonconforming Products.

(a) Upon receipt, Buyer shall inspect the Products. Notice of all claims, including claims for alleged defective goods or Nonconforming Products must be made within (i) 20 days of receipt; or (ii) prior to the installation of the Products into any other products or systems, whichever period is shorter (the "**Inspection Period**"). If no notice of claim is made within the Inspection Period, the Products shall be deemed to be irrevocably accepted by Buyer and all claims against Cablevey for defective goods or Nonconforming Products are waived and forever barred. "**Nonconforming Products**" means: (i) product shipped is different than identified in the Order Acknowledgment; or (ii) product's label or packaging incorrectly identifies its contents.

(b) If Buyer timely provides Cablevey notice in writing and demonstrates Nonconforming Products, Cablevey shall, in its sole discretion, (i) replace Nonconforming Products with conforming Products, or (ii) credit or refund the Price for Nonconforming Products, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Seller shall not accept, and Buyer shall not return, any Nonconforming Products without Cablevey's prior written authorization.

(c) Buyer acknowledges and agrees that the remedies set forth in **Section 6(b)** are Buyer's exclusive remedies for the delivery of Nonconforming Products. Except as provided under Section 6(b), all sales of Products to Buyer are made on a one-way basis and Buyer has no right to return Products purchased under this Agreement to Cablevey.

7. Price.

(a) Until the Parties have executed an Order Acknowledgment, all prices are subject to change. Written quotations expire 14 calendar days from the date of quotation unless specified otherwise. Verbal quotations are non-binding on Seller. Buyer shall purchase the Products and, if applicable, Services from Cablevey at the price (the "**Price**") set forth in the Order Acknowledgment.

(b) The Formal Proposal includes only the predetermined amount of startup time specifically described in the Formal Proposal. Cablevey will furnish, at Buyer's request, additional time by a competent person for the purpose of startup or field service for the system covered by the Formal Proposal, whose services shall be paid for by Buyer to Cablevey at the rates listed in the Formal Proposal, together with all overtime, living and traveling expenses, and including all time said person is absent from Cablevey's factory on Buyer's business, which shall be payable monthly upon Cablevey's invoice.

(c) Buyer agrees to reimburse Cablevey for all reasonable travel and out-of-pocket expenses incurred by Cablevey in connection with the performance of the Services, if applicable. The labor rates set forth in Section 8(b) above do not include these expenses.

(d) All Prices are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, process controls, and charges of any kind imposed by any governmental authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, taxes, costs, and expenses; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Cablevey's income, revenues, gross receipts, personal or real property, or other assets. Where applicable, the amount of any such tax or taxes which Cablevey may be required to pay or collect may be added to the invoice as a separate charge to be paid by Buyer unless Buyer has furnished Cablevey with valid evidence of tax exemption that is acceptable to Cablevey.

8. Payment Terms.

(a) Unless expressly set forth otherwise in the Order Acknowledgment, Buyer shall pay a down payment equal to 50% of the total price shown in the Order Acknowledgment upon execution of the Order Acknowledgment, net due with invoice. Buyer shall pay a progress payment equal to 35% of the total price shown in the Order Acknowledgment not later than 30 days prior to ship date, net due with invoice. Buyer shall pay the final 15% upon delivery, net 30 days from invoice. Buyer shall make all payments by wire transfer or check in U.S. Dollars.

(b) Unless expressly set forth otherwise in the Order Acknowledgment, credit card, wire transfer, or check before shipment or net 30 days from invoice is acceptable. Buyer shall make all payments in U.S. Dollars.

(c) Buyer shall pay interest on all late payments at the lesser of the rate of 2% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Interest on late payments is due and payable by Buyer immediately. Buyer shall reimburse Cablevey for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law (which Cablevey does not waive by the exercise of any rights hereunder), Cablevey shall be

entitled to suspend the delivery of any Products or performance of any Services if Buyer fails to pay any amounts when due hereunder.

(d) Buyer shall not withhold payment of any amounts due as a set-off of any claim or dispute with Cablevey, whether relating to Cablevey's breach, bankruptcy or otherwise.

9. Limited Warranty.

(a) Cablevey warrants to Buyer that, subject to the remainder of this Section, the Products shall be free from defects in workmanship and material for 20 days after Buyer's receipt thereof ("**Warranty Period**").

(b) If, and only if, the box has been checked in Section 1(a) of these Terms and Buyer engages Cablevey (and pays Cablevey for its labor and expenses as the rates set forth in the Order Acknowledgment or Section 7 above) to supervise installation and commissioning activities deemed reasonable by Cablevey with respect to the Products, then the warranty period in Section 9(a) shall be 1 year from the date of completion of the supervised installation and commissioning.

(c) **EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 9(A) AND SECTION 9(B), CABLEVEY MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCTS OR SERVICES, INCLUDING NO (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (C) WARRANTY AS TO MEETING ANY PERFORMANCE STANDARDS OR SPECIFICATIONS; 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. CABLEVEY HEREBY DISCLAIMS ALL SUCH WARRANTIES. IN ADDITION, BUYER ACKNOWLEDGES AND AGREES THAT NEITHER CABLEVEY NOR ANY OF ITS PERSONNEL ARE LICENSED (NOR WILL THEY BECOME LICENSED) OR OTHERWISE AUTHORIZED BY ANY GOVERNMENTAL AUTHORITY TO PROVIDE THE SERVICES IN THE APPLICABLE JURISDICTION WHERE SERVICES MAY BE PERFORMED, WHETHER AS AN ENGINEER OR OTHERWISE. FURTHER, IF THE SERVICES PROVIDED HEREUNDER INCLUDE A PERFORMANCE TEST WITH RESPECT TO ANY OF THE PRODUCTS, THE PARTIES ACKNOWLEDGE AND AGREE THAT THE RESULTS OF ANY PERFORMANCE TEST ARE BASED ON HOW THE PRODUCTS PERFORMED IN CABLEVEY'S OWN TESTING LABORATORY AND NOT IN BUYER'S FACILITY; ACCORDINGLY, CABLEVEY MAKES NO WARRANTY OR ASSURANCES OF ANY KIND WHATSOEVER THAT THE PRODUCTS WILL PERFORM IN BUYER'S FACILITY OR SYSTEMS IN A MANNER THAT IS CONSISTENT WITH THE RESULTS ACHIEVED IN CABLEVEY'S PERFORMANCE TEST. FURTHER, THE LIMITED WARRANTY SET FORTH IN SECTION 9(A) AND SECTION 9(B) IS CONTINGENT UPON BUYER: (A) CORRECTLY INSTALLING THE PRODUCTS, (B) USING THE PRODUCTS ONLY IN THE MANNER THEY WERE DESIGNED TO BE USED AND IN ACCORDANCE WITH ALL INSTRUCTIONS FURNISHED BY CABLEVEY; AND (C) OBSERVING GOOD MAINTENANCE PRACTICES WITH RESPECT TO THE PRODUCTS. BUYER'S**

FAILURE TO OBSERVE ANY OF THE FOREGOING SHALL RENDER THE AFOREMENTIONED WARRANTY NULL AND VOID.

(d) Cablevey shall not be liable for a breach of the limited warranty unless: (i) Buyer gives written notice of the defective Products, reasonably described, to Cablevey within (A) the Inspection Period for the warranty set forth in Section 9(a) or (B) 10 days of the time when Buyer discovers or ought to have discovered the defect for the warranty set forth in Section 9(b); (ii) if applicable, Cablevey is given a reasonable opportunity after receiving the notice of breach of the warranty set forth in Section 9(a) to examine such Products and Buyer (if requested to do so by Cablevey) returns such Products for examination to Cablevey at Cablevey's cost; and (iii) Cablevey reasonably verifies Buyer's claim that the Products or Services are defective.

(e) Cablevey shall not be liable for a breach of the warranty set forth in Section 9(a) or Section 9(b) if: (i) Buyer makes any further use of such Products after giving notice; (ii) the defect arises because Buyer failed to follow Cablevey's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Products or use the Products in accordance with applicable instruction manuals; or (iii) Buyer alters or repairs Products without the prior written consent of Cablevey.

(f) Subject to Section 9(d) and Section 9(e) above, with respect to any defective Products during the Warranty Period, Cablevey shall, in its sole discretion, either: (i) repair or replace such Products (or the defective part) or (ii) credit or refund the price of such Products at the pro rata contract rate; provided that, if Cablevey so requests, Buyer shall return defective Products to Cablevey and Cablevey shall reimburse Buyer for the reasonable and documented out-of-pocket expenses incurred by Buyer for such return. These remedies are Buyer's sole and exclusive remedy for any breach of the limited warranty.

10. Limitation of Liability.

(a) Cablevey's liability on any claim for loss or damage arising out of any transactions under this Agreement or from the performance or breach thereof or connected with any Products or Services supplied hereunder, or the operation or use of Products, whether based on agreement, warranty, tort (including negligence) or other grounds or theory of liability, shall not exceed the price allocable to Products or Services or the part thereof involved in the claim, regardless of cause or fault. Buyer's remedies are limited to the remedies set forth in Section 3 (non-delivery), Section 6 (Nonconforming Products), and Section 9 (warranty). This limitation of liability and remedies reflects a deliberate and bargained-for allocation of risks between Cablevey and Buyer and constitutes the basis of the Parties' bargain, without which Cablevey would not have agreed to the price or terms of this transaction.

(b) **CABLEVEY SHALL NOT IN ANY EVENT BE LIABLE WHETHER AS A RESULT OF BREACH OF AGREEMENT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHER GROUNDS FOR INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF GOODS OR ASSOCIATED PRODUCTS, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COST OF CAPITAL,**

COST OF SUBSTITUTE GOODS, FACILITIES OR SERVICES, DOWNTIME COSTS, OR CLAIMS OF CUSTOMERS OF BUYER FOR DAMAGES.

(c) If Cablevey furnishes Buyer with advice or other assistance regarding any Products or Services supplied hereunder, or any system or equipment in which any Products may be installed, and which is not required pursuant to this transaction, the furnishing of the advice or assistance will not subject Cablevey to any liability, whether based on agreement, warranty, tort (including negligence) or other grounds.

11. Indemnification.

(a) Buyer assumes all risk and liability for loss, damage or injury to third person or property arising from the use of goods supplied by Seller to Buyer. Buyer agrees to defend, indemnify and hold harmless Cablevey, including its directors, officers, employees, agents and representatives (collectively "Cablevey Indemnitees"), against liability or obligations that arise from contract or tort, including but not limited to negligence including strict liability or otherwise with respect to any indirect or consequential damages, lost profits, overtime, replacement equipment or services, penalties, loss or damage to Buyer or any third person.

(b) In the event Buyer modifies Products or incorporates Products into another product or component part, Buyer agrees to hold harmless, fully defend and indemnify Cablevey and Cablevey Indemnitees from any and all claims, liabilities, losses, penalties, interest, costs, damages and expenses (including attorneys' fees and litigation costs) involving personal injury or property damage.

(c) Buyer agrees to hold harmless, fully defend and indemnify Cablevey and Cablevey Indemnitees from and against any and all patent or other intellectual property claims related to (i) any Products made in accordance with Buyer's designs or specifications; (ii) the use of any drawings provided to Cablevey by Buyer for use in the manufacture, production or assembly of Products; or (iii) Buyer's modification of Products or Buyer's combination of Products with another product, which in either case was not previously authorized by Cablevey.

(d) Buyer agrees to indemnify the Cablevey and Cablevey Indemnitees against any losses due to a breach of this contract.

12. Compliance with Law. Buyer shall comply with all applicable laws, regulations, and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement. Cablevey makes no promise or representation or warranty (and Cablevey hereby disclaims any such promise or representation) that the Products will conform to any federal, state or local ordinances, regulations, codes or standards, unless particularly and unambiguously specified on the face of the Order Acknowledgment. The proposals and Order Acknowledgment submitted to Buyer by Cablevey do not include the cost of any related inspections, permits or inspection fees unless expressly stated, and Buyer shall be solely responsible for such costs.

13. Cancellation; Changes. Buyer shall have no right to make any changes or to cancel this Agreement after Cablevey provides its Order Acknowledgment unless changes are agreed upon in writing by Cablevey. Buyer may, prior to the scheduled date of shipment, cancel the shipment of any Products provided that (1) Seller receives written notice of such cancellation before such shipment date, and (2) Buyer pays within 30 days of Cablevey's invoice: (a) a cancellation charge of 100% of the unit price for all Products ready for shipment per the applicable Order and (b) for all Products where work is in process but not ready for shipment, if any component parts or products have been purchased by Cablevey or any labor has been applied to the assembly of such Products not ready for shipment, such cost will be invoiced to, and paid by, Buyer.

14. Termination. In addition to any remedies that may be provided under these Terms, Cablevey may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (a) fails to pay any amount when due under this Agreement; (b) has not otherwise performed or complied with any of these Terms, in whole or in part; or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors. Cablevey shall not be required to proceed or continue with performance of the Order Acknowledgment while Buyer is in default under this Agreement or any other contract or agreement with Cablevey. In the event of any termination pursuant to this Section, Buyer shall pay, within 30 days from date of Cablevey's invoice: (a) a cancellation charge of 100% of the unit price for all Products ready for shipment per the applicable Order; (b) for all Products where work is in process but not ready for shipment, if any component parts or products have been purchased by Cablevey or any labor has been applied to the assembly of such Products not ready for shipment, such cost will be invoiced to, and paid by, Buyer.

15. Waiver. No waiver by Cablevey of any provisions of this Agreement is effective unless explicitly set forth in writing and signed by Cablevey. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver. No single or partial exercise of any right, remedy, power or privilege precludes any other or further exercise of any other right, remedy, power, or privilege.

16. Confidential Information. All non-public, confidential or proprietary information of Cablevey, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Cablevey to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Cablevey in writing. Upon Cablevey's request, Buyer shall promptly return all documents and other materials received from Cablevey. Cablevey 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 non-confidential basis from a third party.

17. Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling

or performing any term of this Agreement (except for any obligations of Buyer to make payments to Cablevey hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)": (a) acts of God; (b) flood, fire, earthquake, pandemic or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) national or regional emergency; (f) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (g) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within 30 days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of 180 consecutive days following written notice given by it under this Section, either Party may then terminate this Agreement upon 30 days' written notice.

18. Assignment. Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Cablevey. 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 this Agreement.

19. Governing Law. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Delaware. The provisions of the United Nations Convention on Agreements for the International Sale of Goods shall not apply.

20. Dispute Resolution. Any legal suit, action, or proceeding arising out of or relating to this Agreement, or breach thereof, shall be finally resolved by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "**Arbitration**"), and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator in the Arbitration must have no less than 10 years of experience in complex commercial transactions. Arbitration hearings shall take place in Des Moines, Iowa, USA.

21. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the parties at the addresses set forth on the face of the Order Acknowledgment or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

22. Amendment and Modification. These Terms may only be amended or modified in a writing stating specifically that it amends these Terms and is signed by an authorized representative of each Party. Neither the Agreement nor any of its provisions may be modified,

amended or waived, whether orally, through the parties' course of performance, course of dealing or course of conduct, or manifested in any other way, unless in writing and signed by a representative of each Party.