

## GENERAL TERMS AND CONDITIONS FOR THE SALE OF PRODUCTS

### 1. Applicability

- 1.1. These terms and conditions of sale (these "Terms") are the only terms which govern the sale of the products ("Products") by Alteco S.r.l. or its affiliates ("Seller") to the buyer ("Buyer"). Notwithstanding anything herein to the contrary, if a written document signed by both parties covering the sale of the Products covered hereby is executed after these Terms, the terms and conditions of said document shall prevail only to the extent they are inconsistent with these Terms.
- 1.2. Any accompanying Sales Contract (the "Sales Contract") and these Terms (collectively, this "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer's general terms and conditions of purchase regardless of whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms.

### 2. Sales Contract

- 2.1. A Sales Contract is formed when:
  - a. Seller shall issue an offer to Buyer and Buyer shall accept, without any changes or modifications to the offer, such offer in written form via e-mail. By placing an offer, Seller makes an offer to sell Products; or
  - b. Buyer shall issue a purchase order to Seller in written form via facsimile, e-mail, or mail. By placing an order, Buyer makes an offer to purchase Products. Seller may, in its sole discretion, accept or reject any purchase order.
- 2.2. Buyer shall be deemed to have accepted the offer when:
  - a. Seller receives a letter of credit from Buyer; or
  - b. Seller receives all or part of the Price (as defined below) from Buyer.
- 2.3. Seller may accept any purchase order by issuing a sales confirmation or by delivering the Products, whichever occurs first. If Seller does not accept the purchase order under the terms of this Section 2 within fifteen (15) days after Seller's receipt of the purchase order, the purchase order will lapse. If Seller accepts a purchase order by changing the terms and conditions of the purchase order, such changes shall be deemed accepted by Buyer if Buyer does not reject them within two (2) business days following Buyer's receipt of Seller's changes. No order is binding on Seller unless accepted by Seller as provided in this Agreement.
- 2.4. Buyer's purchase orders may be preceded by Seller's quotation which, under no circumstances, shall be considered an offer to sell Products.

### 3. Delivery

- 3.1. The Products will be delivered within a reasonable time after the formation of the Sales Contract, subject to availability of finished Products. Seller shall not be liable for any delays, loss or damage in transit.
- 3.2. Unless otherwise agreed in writing by the parties, Seller shall deliver the Products at Seller's premises indicated on the Sales Contract (the "Delivery Point") using Seller's standard methods for packaging and shipping such Products. Buyer shall take delivery of the Products within 20 days of Seller's written notice that the Products have been delivered to the Delivery Point. Buyer shall be responsible for all costs related to loading, equipment and labor reasonably suited for receipt of the Products at the Delivery Point.
- 3.3. Seller 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.
- 3.4. If for any reason Buyer fails to accept delivery of any of the Products on the date fixed pursuant to Seller's notice that the Products have been delivered at the Delivery Point, or if Seller is unable to deliver the Products at the Delivery Point on such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Products shall pass to Buyer; (ii) the Products shall be deemed to have been delivered; and (iii) Seller, at its option, may store the Products until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage, drayage and insurance).
- 3.5. **Liquidated Damages for Delay in Delivery.** If Buyer incurs costs due to delay in delivery attributable to Seller, other than as a result of a delay caused by Seller's suppliers, Buyer shall only be entitled to damages caused by such delay. Seller agrees that it will be liable to Buyer for payment of Buyer's delay liquidated damages if Seller fails to deliver the Products by the delivery date for reasons exclusively attributable to Seller. Buyer's delay damages will begin to accrue on the first day immediately following the period of three (3) weeks after the missed date. The agreed amount of liquidated damages is 0.1% of the Price of the Products being delayed for each full week of delay. Seller further acknowledges the reasonableness of the stated amount and agrees that the imposition of liquidated damages will in no way be construed as a penalty provision. Liquidated damages for delay shall in no case altogether exceed three percent (3%) of the Price of the Products being delayed. **PAYMENT OF LIQUIDATED DAMAGES FOR DELAY SHALL BE FINAL AND IN FULL SATISFACTION OF SELLER'S LIABILITY FOR SUCH DELAY AND ALL FURTHER CLAIMS OF BUYER DUE TO SUCH DELAY.**

### 4. Non-Delivery

- 4.1. The quantity of any installment of Products as recorded by Seller on dispatch from Seller's place of business is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence proving the contrary.
- 4.2. The Seller shall not be liable for any non-delivery of Products (even if caused by Seller's negligence) unless Buyer gives written notice to Seller of the non-delivery within 10 days after the date when the Products would in the ordinary course of events have been received.
- 4.3. Any liability of Seller 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.
- 4.4. Buyer acknowledges and agrees that the remedies set forth in Section 3 are Buyer's exclusive remedies for any non-delivery of Products.

### 5. Quantity

If Seller delivers to Buyer a quantity of Products of up to 5% more or less than the quantity set forth in the Sales Contract, Buyer shall not be entitled to object to or reject the Products or any portion of them by reason of the surplus or shortfall and shall pay for such Products the price set forth in the Sales Contract adjusted pro rata.

### 6. Alteration of Products

- 6.1. Technical and physical characteristics and qualities of Products are described only in the instruction manual of Seller. All Products shall be used and applied in accordance with the instruction manual of Seller. If Buyer fails to follow the instruction manual, Buyer shall lose its warranty.
- 6.2. Without altering their essential features, Seller may make any necessary and/or convenient changes to Products, even after the Sales Contract formation. In the event the alterations are substantial, Seller shall notice the Buyer in writing.

### 7. Shipping Terms

- 7.1. Seller shall make delivery in accordance with the Incoterms ICC rule (in force on the date of the formation of the Sales Contract) indicated in the Sales Contract.
- 7.2. Buyer shall:

- a. submit the custom export declaration and execute the validation of the MRN (Movement Reference Number) at the customs of the UE territory of exit of the Products, within ninety (90) days after the date of delivery of the Products at the Delivery Point;
- b. send to Seller documents proving exportation of the Products within ninety (90) days after the date of delivery at the Delivery Point;
- c. notify Seller, in writing, as soon as such submission is accomplished and provide Seller with any other document proving the execution of such formalities as well as the exit of the Products from the UE Territory.

- 7.3. In the event that Buyer is in breach of its obligations under Section 7(b), Seller shall be entitled to immediately charge Buyer the amount of the Value Added Tax applicable to the sale of the Products and connected to the lack of execution of custom clearance formalities. In any case, Buyer shall indemnify and hold Seller harmless with reference to any payment due to tax offices for fines, interests or on any other basis, in connection with the sale of the Products and with the lack of execution of custom clearance formalities. Seller shall be entitled to: (i) offset any amount due by Buyer under this Section 7(c) against any amount due, for whatever reason, from Seller to Buyer; or (ii) definitively withhold any amount received under all Sale Contracts, offsetting the Buyer's debt under this Section 7(c) against any and all sums already paid by Buyer for Products not yet delivered.

### 8. Title and Risk of Loss

Risk of loss passes to Buyer upon delivery of the Products at the Delivery Point. Seller shall retain title to the Products until the Price has been paid in full by Buyer. As collateral security for the payment of the Price of the Products, Buyer hereby grants to Seller a lien on and first priority security interest in and to all of the right, title and interest of Buyer in, to and under the Products, 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 until the Price has been paid in full. The security interest granted under this provision constitutes a purchase money security interest under the New York Uniform Commercial Code, or equivalent. Seller shall have the right to file a UCC-1 Financing Statement to perfect a security interest on all or any portion of the Products, at any time.

### 9. Buyer's Acts or Omissions

If Seller'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, Seller shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charge, or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay.

### 10. Amendment and Modification

These Terms may only be amended or modified in a writing which specifically states that it amends these Terms and is signed by an authorized representative of each party.

### 11. Inspection and Rejection of Nonconforming Products

- 11.1. Buyer shall inspect the Products within 8 days after receipt ("Inspection Period"). Buyer will be deemed to have accepted the Products unless it notifies Seller in writing of any Nonconforming Products during the Inspection Period and furnishes such written evidence or other documentation as required by Seller. "Nonconforming Products" means only the following: (i) product shipped is different than identified in Buyer's purchase order; or (ii) product's label or packaging incorrectly identifies its contents.
- 11.2. If Buyer timely notifies Seller of any Nonconforming Products, Seller shall, in its sole discretion, (i) replace such Nonconforming Products with conforming Products, or (ii) credit or refund the Price for such Nonconforming Products, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall ship, at its expense and risk of loss, the Nonconforming Products to Seller's facility. If Seller exercises its option to replace Nonconforming Products, Seller shall, after receiving Buyer's shipment of Nonconforming Products, ship to Buyer, at Buyer's expense and risk of loss, the replaced Products to the Delivery Point.
- 11.3. Buyer acknowledges and agrees that the remedies set forth in Section 9(b) are Buyer's exclusive remedies for the delivery of Nonconforming Products. Except as provided under Section 9(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 Seller.

### 12. Price

- 12.1. Buyer shall purchase the Products from Seller at the price[s] (the "Price[s]") set forth in the Sales Contract or, in not indicated in the Sales Contract, in Seller's published price list in force as of the date of the Sales Contract. If the Price[s] should be increased by Seller before delivery of the Products to a carrier for shipment to Buyer, then these Terms shall be construed as if the increased price[s] were originally inserted herein, and Buyer shall be billed by Seller on the basis of such increased price[s].
- 12.2. All Prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any Governmental Authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personnel or real or personal property or other assets.

### 13. Payment Terms

- 13.1. Buyer shall pay all amounts due to Seller upon the terms and methods indicated in the Sales Contract.
- 13.2. Buyer shall pay interest on all late payments at the lesser of the rate of (1.5%) per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Seller 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 Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Products if Buyer fails to pay any amounts when due hereunder and such failure continues for 10 days following written notice thereof.
- 13.3. Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy or otherwise.

### 14. Limited Warranty

- 14.1. Seller warrants to Buyer that for a period of twelve (12) months from the date of delivery at the Delivery Point ("Warranty Period"), that such Products will materially conform to the classification indicated in the technical manuals, catalogues and/or price lists of Seller in force on the date of the Sales Contract formation and will be free from material defects in material and workmanship.
- 14.2. **EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 14(A), SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; OR (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.**
- 14.3. Products manufactured by a third party ("Third Party Product") may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Products. Third Party Products are not covered by the warranty in Section 14(a). For the avoidance of doubt, **SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT, 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.**

- 14.4. The Seller shall not be liable for a breach of the warranty set forth in Section 14(a) unless: (i) Buyer gives written notice of the defect, reasonably described, to Seller within seven (7) days of the time when Buyer discovers or ought to have discovered the defect; (ii) Seller is given a reasonable opportunity after receiving the notice to examine such Products and Buyer (if requested to do so by Seller) returns such Products to Seller's place of business at Seller's cost for the examination to take place there; and (iii) Seller reasonably verifies Buyer's claim that the Products are defective.
- 14.5. The Seller shall not be liable for a breach of the warranty set forth in Section 14(a) if: (i) Buyer makes any further use of such Products after giving such notice; (ii) the defect arises because Buyer failed to follow Seller's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Products; or (iii) Buyer alters or repairs such Products without the prior written consent of Seller. Furthermore, Seller shall not be liable for a breach of the warranty set forth in Section 14(a) for: (I) chromatic alterations and tone differences of the Products; (II) Products identified in the Sales Contract as Products with quality lower than first-quality Products; (III) Products identified in the Sales Contract as close-out sale Products or as special batches; (IV) normal wear and tear; or (V) frost resistance of the Products, unless such characteristic of the Products has been declared by Seller in the technical manual of the Products.
- 14.6. Subject to Section 13(d) and Section 13(e) above, with respect to any such Products during the Warranty Period, Seller 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 Seller so requests, Buyer shall, at Seller's expense, return such Products to Seller.
- 14.7. **THE REMEDIES SET FORTH IN THE LIMITED WARRANTY SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 13(A).**
- 15. Limitation of Liability**
- 15.1. **IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**
- 15.2. **IN NO EVENT SHALL SELLER'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 THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE PRODUCTS SOLD HEREUNDER.**
- 15.3. Buyer shall indemnify, defend and hold harmless Seller, and its officers, directors, employees and agents from and against any losses, liabilities, damages, demands, obligations, fines or civil penalties, expenses, costs, and fees (including, but not limited to, court costs and reasonable attorney's fees) of whatsoever kind and nature (collectively, "Losses"), imposed on, incurred by, or asserted against, Seller, its officers, directors, employees and agents, in any way relating to or arising out of (a) Buyer's failure to follow Seller's oral or written instructions as to the storage, installation, commissioning, use, or maintenance of the Products; (b) Buyer's alterations or repairs of Products without the prior written consent of Seller (c) the use, operation, possession or disposition of the Products by Buyer, (d) the willful misconduct or gross negligence of Buyer or any of its officers, directors, employees or agents, or (e) the negligence of Buyer or any of its officers, directors, employees or agents, to the extent that Losses are caused by such negligence
- 16. Insurance**
- During the term of this Agreement and for a period of two (2) years thereafter, Buyer 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 \$2,000,000 with financially sound and reputable insurers. Upon Seller's request, Buyer shall provide Seller with a certificate of insurance from Buyer's insurer evidencing the insurance coverage specified in these Terms. Buyer shall provide Seller with 30 days' advance written notice in the event of a cancellation or material change in Buyer's insurance policy. Except where prohibited by law, Buyer shall require its insurer to waive all rights of subrogation against Seller's insurers and Seller.
- 17. 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. Buyer shall comply with all export and import laws of all countries involved in the sale of the Products under this Agreement or any resale of the Products by Buyer. Buyer assumes all responsibility for shipments of Products requiring any government import clearance. Seller may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on Products.
- 18. Termination**
- In addition to any remedies that may be provided under these Terms, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Agreement; (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; or (iii) 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. Shall the Buyer be in default under any terms and conditions of this Agreements, without prejudice to any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the parties, or otherwise, Buyer consents and Seller may, in order to protect its interests and reasonably expected profits, with or without notice or demand upon the Buyer, and without the need for a judicial hearing, peacefully enter the Buyer's premises to retake possession of the Products, without terminating the Buyer's obligation to provide for the payment of the amounts due to Seller in force under this Agreement, free from claims by Buyer which claims are hereby expressly waived by the Buyer.
- 19. Waiver**
- No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. 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 thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
- 20. Confidential Information**
- All non-public, confidential or proprietary information of Seller, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Seller 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 Seller in writing. Upon Seller's request, Buyer shall promptly return all documents and other materials received from Seller. Seller 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.

- 21. 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 Seller hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") control, including, without limitation, the following force majeure events ("Force Majeure Event(s)": (a) acts of God; (b) flood, fire, earthquake, other potential disaster(s) or catastrophe(s), such as epidemics, 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) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) shortage of adequate power or transportation facilities; and (i) 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 uncurd for a period of one hundred eighty (180) consecutive days following written notice given by it under this Section 21, either party may thereafter terminate this Agreement upon ten (10) days' written notice.
- 22. Suspension of Delivery of Products and Performance of Services**
- Seller shall have the right to suspend the delivery of Products and the Performance of Services in extraordinary events beyond the reasonable control of Seller, including, without limitations, plague, epidemic, pandemic, outbreaks of infectious or viral disease or any other public health crisis without liability and upon written notice to Buyer as Seller determines to be necessary or appropriate:
- 22.1. for the health and safety of the Seller's employees or contractors, including without limitation: a. to comply with any shelter-in-place, quarantine requirements, social distancing, travel restrictions, or any other order, instruction, or request of any government, public health, or emergency service organization, or other competent authority; or b. due to shortages or unavailability of personnel or personal protective equipment.
- 22.2. as a consequence of economic downturn, business interruption, or cash-flow difficulties, including without limitation, adjustments in payments from lenders or investors; or
- 22.3. as a consequence of supply chain disruptions, including without limitation, labor and material shortages.
- Seller shall have the right to suspend the delivery of Products pursuant to this Sections 22 whether or not the events listed therein qualify as a Force Majeure event under Section 21.
- 23. Assignment**
- Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. 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.
- 24. Relationship of the Parties**
- The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
- 25. No Third-Party Beneficiaries**
- This Agreement 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 Terms.
- 26. Governing Law**
- All matters arising out of or relating to this Agreement is governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of New York.
- 27. Arbitration. Attorneys' Fees**
- Any claim or controversy related to or arising from this Agreement shall be resolved by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall be conducted by one (1) arbitrator in New York, NY, USA, in the English language, shall be binding, final and conclusive as to all parties, and judgment thereon may be entered in any Court having jurisdiction thereof. The prevailing party in any arbitration, or in any litigation involving this provision or this Agreement, shall recover reasonable attorneys' fees from the other party.
- 28. Notices**
- All notices, request, 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 in the Sales Contract or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by email (with confirmation of transmission). 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.
- 29. Severability**
- If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 30. Survival**
- Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement.