

ASTARAS TUNGSTEN HEAVY ALLOYS TERMS OF PURCHASE

All Astaras Tungsten Heavy Alloys purchase orders are subject to the following terms and conditions. In these terms, "Buyer" means Astaras Tungsten Heavy Alloys and "goods" and "services" refer to the goods or services to be purchased by Buyer from a seller described on the face of the order ("Seller").

1. Agreement. If the order is stated on its face to be an offer to purchase, but is in legal effect an acceptance of a prior offer by Seller, then Buyer's acceptance is conditional upon Seller's assent to all terms of the order that are additional to or different from the terms of Seller's offer. If the order is stated on its face to be an acceptance of an offer by Seller, then Buyer's acceptance is not conditional. By signing and returning a copy of the order or accepting the order electronically, or by shipping the goods or performing the services, Seller agrees to all the terms contained in the order.

2. Price and Payment. Unless Buyer agrees otherwise in writing, Buyer will not be required to pay any sales, use, or other taxes arising because of Buyer's purchase from Seller. Buyer will not be required to pay any late charge, interest, finance charge, or similar charge. Buyer's payment of the purchase price does not indicate its acceptance of the goods or services. Payment terms will run from the latest of (a) the scheduled date for delivery or performance, (b) the actual date of delivery of conforming goods or performance of conforming services, (c) the date of Seller's invoice, (d) in the case of capital equipment, completion of Buyer's final inspection and acceptance after installation, and (e) in the case of tooling, approval by Buyer of production pieces produced by the tooling.

3. Delivery. Seller shall deliver the goods as set forth on an order, except that Buyer may at its option take delivery of all or any part of the goods at Seller's facility. Time of delivery or performance is of the essence, and Buyer's stated delivery or performance date cannot be extended or excused for any reason, including delays in manufacture or shipment that Seller cannot control, except with Buyer's written approval. Irrespective of a delivery method, risk of loss passes to Buyer upon acceptance of delivered goods.

4. Excess, Installment, and Early Deliveries. If Seller delivers more goods than Buyer ordered, Buyer will not have to pay for the excess. Unless Buyer agrees otherwise in writing, Seller will deliver all of the goods in a single delivery and not in installments. Buyer's acceptance of a delivery containing less than the required quantity will not relieve Seller of its obligation to deliver the balance of the ordered goods at the price and on the other terms specified in the order. If Seller delivers the goods before the scheduled delivery date, Buyer may, at Seller's expense and risk, either store them or return them to Seller. Buyer's acceptance of an early delivery will not change the payment terms.

5. Warranties. Seller warrants that (a) the goods shall be new, (b) the goods and services shall be merchantable, of good material and workmanship, and fit for the purposes for which Buyer intends them and that any services covered by the order will be of good, workmanlike quality, free from faults, liens, encumbrances and defects, (c) the goods and services shall conform to any samples, drawings, specifications, or standards that are referred to on the face of the order or that

Buyer has otherwise specified or agreed to, and (d) the goods, their manufacture, packaging, labeling, branding and sale and the services shall comply with all applicable federal, state, or local laws and regulations, including, without limitation, the Fair Labor Standards Act of 1938 and the Occupational Safety and Health Act of 1970. The warranties are fully assignable to any customer of Buyer. If Buyer requests it, Seller will give Buyer certificates of compliance with applicable laws and regulations. Buyer's approval of a sample, drawing, specification or standard shall not relieve Seller of any of its warranties under this paragraph. Seller's warranties extend to future performance of the goods and services and survive inspection, tests, acceptance, and payment. Seller also warrants and agrees that (v) Seller has all necessary experience, qualifications, expertise, authority, licenses and permits to enable it to perform its obligations under the order, (w) the order is the valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, (x) Seller is and, at the time of each order will be, solvent, (y) Seller has not offered or given, and shall not offer or give, any gratuity or thing of value to any employee of Buyer or of any affiliate of Buyer and (z) Seller is and shall continue to be in compliance with all equal employment and affirmative action provisions of Executive Order 11246, the Vietnam Era Veterans' Readjustment Assistance Act ("VEVRAA"), Section 503 of the Rehabilitation Act of 1973 and all implementing regulations under that Order, VEVRAA and Section 503. The warranties set forth herein are not exclusive and in addition to any other warranty provided by law or equity.

6. Material Safety Data Sheet. Upon the initial purchase of every product containing a hazardous material (as defined in Title 29 CFR 1915.2(s)), Seller shall send a Material Safety Data Sheet to Buyer's corporate safety department. The Material Safety Data Sheet supplied must be Form OSHA-20, or one similar which has been approved by OSHA. Seller shall supply Buyer with all revisions to data Sheets previously supplied.

7. Claims. Seller will indemnify, defend and hold Buyer and Buyer's affiliates and customers and their respective directors, officers, shareholders, managers, members and employees ("representatives") harmless as to any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers brought against or incurred by Buyer or any of its subsidiaries, affiliates, agents, customers or vendees as a result of or related to (a) any breach or alleged breach by Seller of any of its warranties to, or agreements with, Buyer, (b) any claim of unfair competition or patent, trademark, or copyright infringement relating to the goods or any services, (c) any death, injury, or damage to any person or property or any recall alleged to have been caused by the goods or services or by Seller's manufacture of the goods or performance of the services, or (d) any negligence or willful misconduct of Seller. Seller shall not enter into any settlement without Buyer's prior written consent.

8. Inspection. Buyer's employees may at any time enter Seller's premises to inspect and test the goods, Seller's process of manufacture of them, and any materials, components, or work-in-process that is to be used in their manufacture.

9. Foreign Object Debris. Seller shall and shall cause all authorized subcontractors or other involved third parties to maintain foreign object debris (FOD) procedures in accordance with highest industry standards as well as any specific requirements for a project by Buyer (the "FOD

Procedures"). The FOD Procedures shall establish specific requirements and processes for the control of FOD, including but not limited to (a) adequate control of materials, parts, equipment and other property at Seller's premises; (b) product and process design guidelines to reduce/prevent FOD; (c) adequate training of all personnel; (d) housekeeping and maintenance procedures designed to reduce/prevent FOD, such as eliminating FOD entrapment areas. Seller shall regularly assess FOD Procedures and implement improvements. As part of the inspection process described herein, Seller shall allow Buyer to inspect the FOD Procedures and make available FOD Procedures for any authorized subcontractors or other involved third parties. Immediately upon becoming aware of any FOD related to the goods and services, Seller shall provide written notice to Buyer, investigate such FOD and promptly reimburse all expenses of Buyer, as well as at its customer(s), related thereto.

10. Counterfeit Parts. Seller shall and shall cause all authorized subcontractors or other involved third parties to maintain a plan to prevent any counterfeit, suspected counterfeit or otherwise unauthorized parts from being integrated into the goods, used for the services or provided as spare parts in accordance with AS9100/AS9110/AS9120 clause 8.1.4 (Prevention of Counterfeit Parts). Seller shall ensure all parts and other property used relating to Buyer are procured from the original manufacturer or an original manufacturer authorized source. Seller shall notify Buyer immediately with any and all pertinent facts and details, upon awareness or suspicion of counterfeit work/parts. Seller shall, at its expense, be solely responsible in rectifying any counterfeit work/parts delivered hereunder and ensure replacement work conforms to the requirements. Seller shall promptly reimburse all expenses, damages and cost of Buyer and its customer(s) related to counterfeit or otherwise unauthorized parts. These requirements are in addition to any quality provisions, specifications, or other provision included herein addressing authenticity of work/parts.

11. Shut Down. If a material part of Buyer's business is shut down, permanently or temporarily, because of anything Buyer cannot reasonably control (such as casualty or labor trouble), Buyer may cancel the order without liability except as to conforming goods delivered to Buyer or conforming services performed for Buyer before Buyer cancels.

12. Changes. Buyer may at any time, by written notice to Seller, change the (a) specifications of the goods or services, (b) time and place of delivery or performance, (c) method of packing or shipment, or (d) quantity of the goods or extent of the services. If this causes a change in Seller's cost or time of performance, an equitable adjustment shall be made in the price or time for delivery or performance, or both, if Seller gives Buyer a written request for an adjustment within 20 days after Buyer notifies Seller of the change.

13. Termination at Buyer's Option. Buyer may terminate any contract formed pursuant to the order, in whole or in part, at any time by written notice to Seller stating the extent and effective date of termination. Upon receipt thereof, Seller will, unless otherwise directed by Buyer, stop work and acquisition of materials in connection with the order and protect property in Seller's possession in which Buyer has or may acquire an interest. Not later than 30 days from the effective date of termination, Seller may submit to Buyer its claim, if any, for reasonable compensation for termination. Buyer shall have the right to audit and inspect Seller's books, records, and other documents relating to any such termination claim. If the parties cannot agree within a reasonable

time upon the amount of fair compensation for the termination, Buyer shall pay to Seller the following amounts without duplication: (i) the purchase order price for goods or services completed in accordance with the provisions of this purchase order but not previously paid for, and (ii) the actual costs incurred by Seller and properly allocable or apportionable under recognized cost accounting practices to the terminated portion of the order, but not to exceed the contract price for the terminated portion of the order, less any other payments made by Buyer in respect thereof and less the value to Seller of any materials or work in process that Seller retains. These amounts will be payable upon delivery to Buyer of any completed goods. If Buyer shall have made payments of the purchase price to Seller that in the aggregate exceed the total amounts payable by Buyer to Seller under the preceding provisions, then Seller shall promptly refund the excess to Buyer. Termination under this paragraph will not impair Seller's obligations or Buyer's rights under Paragraphs 5, 7, 14, 15, 17, 18, 21, 22, 23 and 24 of these Terms of Purchase.

14. Buyer's Rights. Without limiting other rights and remedies available to it, Buyer may, at its option, (a) return nonconforming goods to Seller, at Seller's risk and expense, and require Seller either to give Buyer full credit against the price, or promptly to repair or replace the goods at Seller's risk and expense; (b) retain the goods and set-off losses against any amount due Seller; or (c) repair or replace the goods and charge Seller with the expense.

If at any time Seller defaults in the performance of any of Seller's obligations to Buyer, Seller repudiates any contract formed pursuant to the order, or any warranty or representation that Seller made to Buyer in or in connection with the contract is false or misleading, then Buyer may terminate any contract formed pursuant to the order, in whole or in part, and Seller, to the extent demanded by Buyer, shall immediately deliver to Buyer all finished and unfinished goods, work-in-process, and raw materials acquired for use in the manufacture or processing of the goods and any designs, specifications or software that Buyer is purchasing from Seller. Payment of part or all of the purchase price by Buyer shall not be a precondition to Seller's obligation to make the delivery. After Buyer's damages for Seller's breach or repudiation (including, without limitation, any cost of "cover" or of completing the manufacture or processing of the goods) are determined, Buyer shall pay to Seller any excess of the purchase price over Buyer's damages. Termination by Buyer under this paragraph will not impair Seller's obligations under Paragraphs 5, 7, 15, 17, 18, 21, 22, 23 and 24 of these Terms of Purchase.

In addition to Buyer's rights set out in these Terms of Purchase, Buyer has all of the other rights and remedies that the law gives to buyers, including the right to recover incidental, special, indirect and consequential damages resulting from any breach by Seller. Buyer will not lose any right just because it did not exercise it. A reasonable time for Buyer to reject or revoke acceptance of the goods is not less than one year from the date of delivery. Buyer will have the full statutory period of limitations to bring any action arising out of Buyer's agreement with Seller. Seller agrees that a reasonable time for Buyer to notify Seller of any breach is not less than two years from when Buyer discovers the breach. Nothing herein limits Seller's liability for fraud, personal injury or death caused by its negligence or willful misconduct.

15. Furnished Items. Any drawings, specifications, methods of manufacture, intellectual property, documents and other information and any tooling or other property that Buyer may furnish to, or acquire from, Seller in connection with Seller's manufacture of the goods or

performance of the services ("Furnished Items") are and at all times shall remain Buyer's property. Seller will maintain in good condition any Furnished Items; mark the Furnished Items "Property of Astaras Tungsten Heavy Alloys"; not commingle the Furnished Items with property of Seller or third parties; allow Buyer to inspect and examine them at any time; and return them to Buyer upon its request. All Furnished Items are confidential, and Seller will not furnish any of them, or disclose their contents, to any third party (including any of its suppliers) or use any Furnished Items in the manufacture or sale of products to, or in the performance of services for, any third party. As long as the Furnished Items are in Seller's possession, Seller shall insure them at Seller's own expense. Seller shall be deemed to be a bailee of the Furnished Items at all times. In the event of any damages to Furnished Items in Seller's possession, Seller shall promptly notify Buyer in writing, and reimburse the cost for repair or replacement, if not repairable. Seller shall not reverse-engineer or any other way alter any Furnished Items without Buyer's prior written consent. Under no circumstances shall Seller utilize the Furnished Items or any good containing or being manufactured based on Furnished Items for any purpose other than as set forth herein, including but not limited to sale of such goods to third parties. After termination hereof or at any time requested by Buyer, Seller shall promptly return all Furnished Items to Buyer free of charge and without being specifically requested.

16. Government Contracts. If the goods or services covered by the order are to be used by Buyer in connection with a contract with the United States or other government, then all terms and conditions required by the government contract or by applicable law or regulation with respect to the order ("Government Terms") are incorporated herein by reference. If any provision of the order is inconsistent with any Government Term, the Government Term will control.

17. Insurance. Seller shall maintain insurance coverage that will fully protect both Seller and Buyer from any and all claims and liabilities of any kind or nature for property damage, personal injury, death, and economic damage, to any person, that shall arise from the goods or their use or the performance of the services or any activities connected therewith. If services are covered by the order, Seller shall maintain employee's liability and compensation insurance that will protect Buyer from any and all claims and liabilities under any applicable worker's compensation or occupational safety and health laws. All insurance required by this paragraph shall be in such amounts and coverages, shall name Buyer as an additional insured and loss payee, and shall be issued by such insurers, as shall be satisfactory to Buyer. Upon request by Buyer at any time, Seller shall furnish Buyer with certificates evidencing this insurance.

18. Prepayment. If Buyer pays any part of the purchase price of the goods before delivery to Buyer, (a) title (but not risk of loss) to the goods paid for shall pass to Buyer upon identification of the item to the contract, (b) to the extent necessary to protect Buyer's title to the goods, Seller grants Buyer a security interest in the goods to secure Seller's obligation to deliver them to Buyer and all of Seller's other present and future obligations to Buyer and (c) Seller shall obtain from each person that holds a security interest in or lien upon the goods a written agreement releasing that security interest or lien or subordinating it to Buyer's interest in the goods.

19. Work on Premises. If performance of services by Seller or delivery, installation or servicing of the goods by Seller involves operations by its employees or subcontractors on the premises of Buyer, (a) Seller shall at all times enforce strict discipline and maintain good order among all

persons engaged in the services and shall cause them to comply with all tire prevention and safety rules and regulations in force at the premises, and (b) Seller shall keep the premises free from accumulation of waste materials and rubbish caused by performance of the services and upon completion shall promptly remove all of Seller's equipment and surplus materials.

20. Services. If the order covers services, (a) Seller is an independent contractor, and neither Seller nor any of Seller's employees or agents shall be considered agents or employees of Buyer, and (b) Seller shall furnish, at Seller's expense, all labor, materials, equipment, transportation, facilities, and other items necessary to perform the services.

21. Confidentiality and Non-Use. Seller shall not sell or offer to sell or otherwise provide to anyone other than Buyer any goods made in accordance with any drawings, designs or specifications that Buyer furnishes to Seller or that incorporate, embody or are made in accordance with any of Buyer's intellectual property. Seller shall maintain the confidentiality of, and shall not disclose or use or permit to be disclosed or used or to be viewed by any third party (including any of Seller's suppliers), the goods, any designs of or specifications for the goods, any Buyer Property or any information concerning Buyer's business, operations or activities, including, without limitation, information concerning Buyer's present or proposed products, product developments, plans, strategies, finances, know-how, sales, customers and marketing or sales techniques ("Confidential Information"), except that Seller may disclose Confidential Information to a third party (other than a competitor of Buyer or a subsidiary or affiliate of a competitor) to the extent disclosure is necessary in order for Seller to perform its obligations under the Contract. If Seller breaches or threatens to breach this paragraph or Paragraph 13, then Buyer's remedies at law will be inadequate. Therefore Buyer shall have the right of specific performance or injunctive relief, or both, in addition to any and all other remedies and rights at law or in equity, and Buyer's rights and remedies shall be cumulative.

22. Intellectual Property. All inventions (whether or not patentable), devices, technologies, ideas, improvements, processes, systems, trademarks, trade names, trade dress, service marks, names, software and other works and matters that Seller creates or develops in the course of Seller's performance of the services or Seller's design or development of the goods for Buyer, including all proprietary rights in the foregoing ("Intellectual Property") shall be Buyer's sole property, and Seller assigns, and agrees to assign, to Buyer all right, title and interest that Seller now has or in the future acquires in the Intellectual Property. All copyrightable works that Seller creates or develops in the course of Seller's performance of the services or Seller's design or development of the goods for Buyer shall be considered "works made for hire" within the meaning of the federal Copyright Act of 1976, as amended, and under the equivalent laws of any other country. To the extent that any such copyrightable work is not considered a "work made for hire," it shall be the sole property of Buyer, and Seller assigns, and agrees to assign, to Buyer all right, title and interest that Seller now has or in the future acquires in it and in all copyright rights in it. Seller shall sign and deliver to Buyer all assignments and other documents, and Seller shall take all other actions, that Buyer requests for the purpose of perfecting Buyer's ownership of and title to the Intellectual Property and in any copyrightable work that is not considered a "work made for hire" and in all copyright rights in it. If the goods or their design are subject to any pre-existing patent rights or other proprietary rights that Seller holds, then Seller grants to Buyer an irrevocable, non-exclusive, royalty-free license of the patent rights and other proprietary rights to the extent

necessary to enable Buyer to modify, repair or rebuild any or all of the goods. This license is in addition to all licenses impliedly granted to Buyer as a purchaser of the goods. Seller shall not use Buyer's name or any trademark, trade name, service mark or trade dress that Buyer owns or that is licensed to Buyer or to any affiliate of Buyer, without Buyer's express, written consent, and Seller shall not sell to anyone other than Buyer any goods bearing any such trademark, trade name, service mark or trade dress.

23. Unsafe or Unfit Goods. If a governmental agency declares that any of the goods or any material included in any of the goods or any packaging or supplies used in connection with the goods, or if Buyer at any time believes in good faith that any of the goods or any such material, packaging or supplies, (i) does not or may not conform with an applicable consumer product safety standard or (ii) is or may be otherwise unsafe or unfit for the intended use of the goods, then, without limiting other rights and remedies that are available to Buyer under these Terms of Purchase or applicable law, (1) Seller shall give Buyer written notice of any such declaration and shall furnish to Buyer copies of the declaration and of all relevant notices, documents and correspondence, (2) Seller shall stop including the material in the goods, (3) Buyer may terminate the order or the Contract, without liability to Seller, by giving written notice to Seller, which shall be effective immediately or on any later date that the notice specifies, (4) if Buyer does terminate, then (a) Buyer's obligations under the Contract shall terminate immediately and Buyer shall not be obligated to pay Seller damages or other compensation by reason of the termination and (b) Seller shall, unless Buyer directs otherwise, stop work and acquisition of materials under the Contract and protect property in Seller's possession in which Buyer has or may acquire an interest, (5) Buyer shall have the right (a) to recall (i.e. purchase or repurchase) any or all of the goods from its customers and end-users and any others having possession of the goods, and Seller shall reimburse Buyer for all costs that Buyer incurs in doing so and shall assist Buyer and any applicable governmental agency in the recall, to the extent that Buyer requires Seller to do so, and (b) to return to Seller, at Seller's expense, all such goods, packaging or supplies that Seller shall have previously delivered to Buyer and to require Seller to refund the price to Buyer, whether or not Buyer would then have the right under applicable law to reject or to revoke acceptance of those goods, packaging or supplies, (6) to the extent that Buyer requests, Seller shall assist Buyer in any or all aspects of a recall, including, without limitation, developing a recall strategy and preparing and furnishing reports, records and other information, (7) if Seller demonstrates to Buyer's satisfaction that there is a safe and fit substitute for any such material, packaging or supplies and that the substitute conforms to all of the requirements of the Contract and that Seller can and will use the substitute in or with respect to the goods, then Buyer shall have the right, but no obligation, in Buyer's sole discretion, to reinstate the Contract and to require Seller to perform in accordance with the Contract, except that Seller shall use the substitute goods or materials, and (8) whether or not Buyer terminates and/or reinstates the Contract, Seller shall pay to Buyer an amount equal to all damages that Buyer incurs by reason of the declaration by the governmental agency and/or such good faith belief by Buyer and any resulting recall or delay in performance or return of goods to Seller and/or any termination of the Contract by Buyer.

24. Other Terms. Seller shall not have, and hereby waives, any security interest in or lien (including any common law or statutory lien) upon any Furnished Items or the goods. Whether or not a dispute exists between the parties hereto, Seller shall under no circumstances file a financing statement or similar instrument to record a security interest on a good or any property of Buyer.

Seller may not delegate or subcontract any of its obligations under the order without Buyer's written consent. Buyer may deduct from, recoup and set off against, any amounts at any time owing to Seller under the order any damages or other amounts then owing to Buyer by Seller, whether under the order or otherwise and whether Seller shall have assigned its rights to payment under its agreement with Buyer. The rights of any such assignee shall be subject to all the terms of Seller's contract with Buyer and to all claims and defenses that Buyer has against Seller. If at any time Buyer has reasonable grounds for insecurity as to Seller's performance, Seller shall provide adequate assurance of due performance within 10 days after demand by Buyer, which is agreed to be a reasonable time. To the full extent permitted by applicable law, Seller hereby waives and releases any and all rights of mechanic's lien, materialmen's lien, laborer's lien and similar rights for payment for goods, services, labor, equipment, or materials furnished by Seller hereunder and granted by law to persons supplying materials, equipment or services. Seller shall indemnify and hold harmless Buyer and its affiliates, as well as their employees, agents and assigns from and against all liens, claim (including, without limitation, attorneys' fees), charge, or encumbrance, of whatever kind upon the goods, spare parts or any property of Buyer and/or its affiliates.

25. Force Majeure. Buyer shall not be liable or responsible to Seller, nor be deemed to have defaulted under or breached these terms and conditions, for any failure or delay in fulfilling or performing any term hereof, when and to the extent Buyer's failure or delay is caused by or results from any of the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, pandemic, epidemics, outbreak of any infection disease, 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 action; (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; or (h) other similar events beyond the control of the Buyer. Within a reasonable time of determining occurrence of a Force Majeure Event, Buyer shall give notice to the Seller. In the event a Force Majeure Event continues for six (6) months or longer, Buyer may terminate any or all of the arrangements with Seller hereunder.

26. Quality Management. Seller shall maintain a quality management system in accordance with highest industry standards. If requested, Seller shall comply with all quality standards and quality assurance procedures as established by Buyer from time to time, as well as any applicable industry standards. In the event that Buyer's customer require other and/or more extensive quality compliance checks, the Seller shall undertake these at its own expense and in coordination with Buyer.

27. Non-Circumvention. During the term of the arrangement between the parties hereto and twelve (12) months thereafter, Seller shall not, directly or indirectly, except in collaboration with or with express prior written consent of Buyer: (a) enter into any transaction with any customer of Buyer, or any affiliate or joint venture partner of a customer, or with an existing or prospective customer of Buyer which otherwise could have the effect of preventing Buyer from receiving the full benefit of existing or contemplated projects with existing or prospective customers (collectively, a "Prohibited Transaction"); or (b) solicit a customer to enter into any Prohibited Transaction; or (c) induce, solicit, procure, or otherwise encourage its representatives, employees, agents or any third party or respond to any solicitation from any of the same to enter into any Prohibited Transaction.

28. Applicable Law. This agreement has been made in Florida, and it will be governed by, and interpreted according to, Florida law.

29. Dispute Resolution. The parties hereto shall attempt to resolve any dispute, controversy, or claim arising under or relating to these terms and conditions, or to a material breach. If the parties do not reach settlement within a period of twenty (20) calendar days of a party providing written notice of a dispute to the party, the parties shall submit the dispute to mediation on the terms and at a location determined by the parties. If the parties are unable to resolve such dispute through mediation, either party may refer the dispute to arbitration. The arbitration shall be conducted in accordance with the Commercial Rules of the American Arbitration Association, which shall administer the arbitration and act as appointing authority. The arbitration, including the rendering of the decision and/or award, shall take place in a location determined by Buyer, and shall be the exclusive forum for resolving the dispute, controversy, or claim. The arbitrator shall make the final determination as to any discovery disputes between the parties. The award or decision of the arbitrator shall state the reasons upon which the award or decision is based, and shall be final and binding upon the parties. Both parties waive their right to any appeal under any system of law. The award shall be enforceable before any court of competent jurisdiction upon the application to such court by either party. The arbitrator shall have no authority to award any of the types of damages excluded by hereunder, and shall be so instructed by the parties. Notwithstanding anything to the contrary herein, Buyer may seek injunctive relief against Seller with any court of proper jurisdiction with respect to any and all preliminary injunctive or restraining procedures pertaining to these terms and conditions or the breach of any relevant obligations.

30. Complete Agreement. Seller has not made any promises or representations to Buyer, and Buyer has not made any to Seller, that are not in this agreement. Any change in, or waiver of, any provisions of this agreement must be in writing signed by an authorized officer of Buyer.

March 2025