

Standard Terms of Sale

Last updated on: March 9, 2023

1. DEFINITIONS

In these Standard Terms of Sale (“**Terms**”), the following words shall have the following meanings (unless the context otherwise requires):

“**Company**” means National Signal LLC, a California corporation.

“**Contract**” means, collectively, either (i) an Order and these Terms, or (ii) if an Other Agreement with Terms exists, then an Order and such Other Agreement with Terms.

“**Customer**” means the person, firm, or company who places an order for Goods (and/or Services) from Company.

“**Delivery Point**” means Company’s address or such other address as Company may specify to Customer; provided, however, the parties may instead agree in an Order to a Customer address or other address.

“**Goods**” means all goods to be supplied under the Contract to Customer by Company.

“**Order**” means Customer’s purchase order that has been accepted or agreed to by Company in writing and that has not otherwise been cancelled by Company or another type of order (or, in the case of Services, which may also be a statement of work or the like) that has been mutually agreed to by the parties in writing and that has not otherwise been cancelled by Company.

“**Other Agreement**” means any distribution, supply, sales, or other agreement that has been mutually agreed to by Company and Customer in writing.

“**Other Agreement with Terms**” means an Other Agreement that incorporates these Terms or makes reference to these Terms applying.

“**Services**” means installation, support, training, consulting, or other services related to some or all of the Goods. For clarification, Services do not include data subscription and related services that are subject to a separate data subscription services agreement or the like (and one or more associated orders) that Customer and Company may have entered into or may enter into.

The following words are defined in the sections below: “**Delivery**” (Section 5.1); “**HS ABC Policy**” (Section 13.2); “**HS Code of Conduct**” (Section 13.2); “**Warranty**” (Section 7.1); and “**Warranty Period**” (Section 7.4).

2. GENERAL

2.1 Any Company quotation is not an offer to sell Goods. All purchase orders by Customer for the purchase of Goods from Company, if accepted by Company in its sole discretion, will be accepted subject to these Terms.

DIFFERENT OR ADDITIONAL TERMS PROPOSED BY CUSTOMER ON OR IN CONNECTION WITH CUSTOMER’S PURCHASE ORDER FORMS OR OTHER DOCUMENTATION SHALL NOT APPLY TO THE PURCHASE OF GOODS (OR ANY SERVICES) HEREUNDER, ARE HEREBY EXPRESSLY REJECTED, AND SHALL NOT BECOME A PART OF THE CONTRACT. COMPANY’S AGREEMENT TO SELL GOODS (OR ANY SERVICES) TO CUSTOMER IS

EXPRESSLY LIMITED TO THE APPLICABLE ORDER, THESE TERMS, AND, IF APPLICABLE, A WRITTEN AND SIGNED OTHER AGREEMENT BETWEEN CUSTOMER AND COMPANY TO WHICH THESE TERMS ARE ATTACHED OR INCORPORATED OR IN WHICH THESE TERMS ARE REFERENCED AS APPLYING.

In the event of an unavoidable conflict, these Terms shall prevail, followed by any Other Agreement with Terms, followed by the applicable Order.

- 2.2 If, subsequent to the Contract, any other sale is concluded with the same Customer by exchange of emails, electronically, or orally, or by any combination of these, without express reference to these Terms, these Terms shall apply unless expressly modified in a writing signed by both Company and Customer.
- 2.3 Any statement or representation by Company or its employees or agents upon which Customer intends to rely must be confirmed in a writing that is signed by both parties. Any statement or representation which is not so confirmed in a writing is followed or acted upon entirely at Customer's own risk. For the avoidance of doubt, illustrations, weights, measures, performance capabilities, application suitability information, and other information set out in the sales literature of Company are statements of opinion, are provided for general information purposes only, and form no part of the Contract.
- 2.4 All quotations shall automatically expire on the expiration date listed in the quotation, if any, but in no event later than sixty (60) days from issuance, and are subject to Company's withdrawal by written or oral notice to Customer at any time.
- 2.5 Any oral, telephone, or email Customer requests to Company for purchasing Goods (or any Services) are at Customer's sole risk and must be confirmed in writing received by Company within 72 hours. For clarification, no Order shall be deemed to have been accepted by Company until written acknowledgement of Company's acceptance or Company's other indication of agreement is received by Customer from Company.
- 2.6 No Order which has been accepted by Company may be cancelled by Customer except with the agreement in writing of Company, and Customer assumes liability for and shall indemnify Company in full against all loss (including loss of profit), costs (including the cost of all labor and materials used), damages, charges, and expenses incurred by Company as a result of cancellation.
- 2.7 Company may cancel an Order at any time by serving notice in writing on Customer if Company does not receive, on request, satisfactory (in Company's sole opinion) credit references in relation to Customer. If Company cancels an Order pursuant to this Section, it shall have no liability whatsoever for any liabilities, losses, damages, costs, or expenses whatsoever incurred, suffered, or paid by Customer as a result of or in connection with such cancellation.

3. PRICES

- 3.1 In the supply of Goods, prices do not include the cost of delivery or of any import or customs duties or any other applicable taxes or governmental impositions unless otherwise stated in writing by Company, which costs, taxes, impositions, and duties shall be the sole responsibility of Customer. All prices are subject to the addition of any applicable sales tax.
- 3.2 Company reserves the right, at any time prior to Delivery, to increase the price of the Goods to reflect any increase in the cost to Company which is due to any factor beyond the control of Company (including, but not limited to, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labor, materials, or any other costs of manufacture); any change in Delivery dates, quantities, or specifications for the Goods which is requested by Customer; or any delay caused by any instructions of Customer or failure of Customer to give Company adequate information or instructions.

4. PAYMENT

- 4.1 Subject to Section 4.2 below, payment of the price for the Goods is due in U.S. Dollars in cash, wire, or ACH funds no later than thirty (30) days following Delivery of the Goods, unless otherwise agreed in writing. (As to any Services, Customer shall pay Company amounts due within thirty (30) days from the date of invoice, unless another period of time is indicated in an invoice or is mutually agreed to in writing.)
- 4.2 If Customer wrongfully fails to take Delivery of the Goods, Company is still entitled to invoice Customer for the price, including after Company has tendered such Delivery.
- 4.3 No payment shall be deemed to have been received by Company until Company has received cleared funds.
- 4.4 In the event of default in payment by Customer, Company shall be entitled (without prejudice to any other right or remedy it may have under these Terms or otherwise) to charge interest on a daily basis (after as well as before judgment) on any amount outstanding at the annual rate of four percent (4%) above the prime rate published by JPMorgan Chase Bank from time to time.
- 4.5 In the event of any dispute, Customer shall not be entitled to withhold payment of the price of the Goods or any agreed payments or to any right of set-off, deduction, counterclaim, abatement, or otherwise against any payment due to Company under any Contract.
- 4.6 In respect of Goods sold for export, unless otherwise agreed in writing, payment shall be made (a) by irrevocable letter of credit confirmed with a clearing bank approved by Company and (b) prior to manufacture / fabrication.
- 4.7 Time for payment shall be of the essence of the Contract.
- 4.8 All payments payable to Company under the Contract shall become due immediately on its termination.

5. DELIVERY

- 5.1 Unless otherwise agreed in writing by Company, delivery shall be deemed to take place when the Goods are made available by Company at the Delivery Point, for collection by Customer or its carrier ("**Delivery**"), subject to Section 6.2.
- 5.2 Any and all dates and periods specified by Company for Delivery are estimates only and do not constitute fixed times for Delivery. Delivery shall not be of the essence of the Contract and shall not be made of the essence by notice. Company shall have no liability for any damages, losses, costs, or expenses whatsoever or in connection with the failure by Company to meet any Delivery times specified in the Order. Customer shall have no right to cancel an Order for a failure of Company to meet any Delivery times.
- 5.3 Company will endeavor to comply with any reasonable request by Customer for postponement of Delivery but shall be under no obligation to do so, and Customer is obliged to take Delivery at such date and time as specified by Company. Where postponement is agreed to by Company in writing, Customer shall, if required, pay all costs and expenses, including a reasonable charge for storage occasioned thereby and any costs incurred by Company in relation to any insurance payments reasonably made by Company. Company reserves the right to deliver the Goods to Customer in installments. Where the Goods are delivered in installments, each Delivery shall constitute a separate contract, and failure by Company to deliver any one or more of the installments in accordance with these Terms or any claim by Customer in respect of any one or more installments shall not entitle Customer to treat the Contract as a whole as repudiated.

- 5.4 The date for Delivery shall in every case be dependent upon prompt receipt by Company of all necessary information, final instructions, and approvals from Customer.
- 5.5 If Customer is ordering Goods for Delivery outside of the country of manufacture by Company, such Goods may be subject to import duties and taxes which are levied when the Goods reach the specified destination. Customer will be responsible for payment of such import duties and taxes. Customer will comply with all laws and regulations of the country for which the Goods are destined, and Company will not be liable for any breach of those laws.
- 5.6 Customer shall (and shall ensure that its customers, sub-contractors, agents, and end users of the Goods shall):
- (a) observe the work rules and safety regulations of Company while on Company's premises;
 - (b) strictly follow all instructions and installation materials related to the Goods and not make any alteration, modification, or addition to the Goods or packaging (and any alteration of the Goods, or use of non-approved parts, products, or packaging with the Goods, shall be a material breach of these Terms and voids any warranties made by Company for the Goods); and
 - (c) ensure that the Goods are used only by personnel who have been appropriately trained (as applicable) in the use of the Goods.

6. RISK AND TITLE

- 6.1 Title to the Goods will pass to Customer upon Company's Delivery of the Goods.
- 6.2 Unless otherwise agreed between Company and Customer in writing, risk of damage to or loss of the Goods shall pass to Customer upon Delivery. When Goods are transported by Company's own vehicles (to a Delivery Point that is not Company's address), Delivery shall be deemed to take place at the moment the Goods are lifted from Company's vehicle.
- 6.3 No claim for Goods damaged in transit will be considered by Company unless Company used its own transport for Delivery and unless:
- (a) an appropriately qualified signature, e.g. "Goods received damaged, (signed)" is clearly made by Customer on the delivery note;
 - (b) Company is advised in writing per motor carrier rules; or
 - (c) Company is advised in writing within three (3) days of Delivery.
- 6.4 No allowance for claims for short deliveries will be made unless (a) notice is provided to Company within three (3) days of Delivery and (b) Company is given an opportunity to verify the same.
- 6.5 For the avoidance of doubt, where Customer collects the Goods from the Delivery Point or where a third party collects the Goods for transport to Customer, Company shall have no liability to Customer for any Goods damaged in transit.

7. WARRANTY AND LIMITATIONS OF LIABILITY

- 7.1 Company warrants only that the Goods will be free from material defects in material or workmanship during the Warranty Period (as defined below) ("**Warranty**").

- 7.2 TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, COMPANY EXPRESSLY DISCLAIMS ANY WARRANTY OR LIABILITY FOR CLAIMS ARISING BY REASON OF DEATH OR PERSONAL INJURY OR DAMAGE TO PROPERTY RESULTING FROM ANY IMPACT, COLLISION, OR CONTACT WITH THE GOODS BY ANY VEHICLE, OBJECT, HAZARD, OR PERSON, OR FAILURE OF CUSTOMER TO STRICTLY COMPLY WITH SECTION 5.6.
- 7.3 **Disclaimers.** EXCEPT FOR THE FOREGOING WARRANTY IN SECTION 7.1 (AND IN SECTION 14.1), COMPANY MAKES NO OTHER WARRANTIES AND EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, BY OPERATION OF LAW, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ARISING FROM ANY COURSE OF DEALING, USAGE, OR TRADE PRACTICE, AND GOODS (AND ANY SERVICES) ARE PROVIDED "AS IS." COMPANY DOES NOT WARRANT THAT THE GOODS (OR ANY SERVICES) WILL MEET ALL OF CUSTOMER'S REQUIREMENTS. CUSTOMER ASSUMES THE RESPONSIBILITY FOR THE SELECTION OF THE GOODS (AND ANY SERVICES).
- 7.4 Any claim for defect (here and below, as described in Section 7.1) with respect to the Goods sold hereunder shall be deemed waived by Customer unless Company is notified in writing, in the case of defects apparent on visual inspection, within sixty (60) days from Delivery, or, in the case of defects not apparent on visual inspection, within twelve (12) months from Delivery (such 60 days or 12 months, as applicable, the "**Warranty Period**"). All Goods claimed to be defective shall be subject to Company's inspection and determination, and Company shall not be liable for the cost of any repairs performed without its prior express written consent. The Goods claimed to be defective may be returned prepaid to Company's designated location for inspection, in accordance with return shipping instructions that Company shall furnish to Customer upon receipt of Customer's notice of such a claim. If such Goods are determined by Company to be defective, then Company will reimburse Customer for all shipping costs incurred in connection with such return.
- 7.5 For such claims during the Warranty Period for which Company determines such Goods are defective, Customer's sole remedies, and Company's only liabilities, are expressly limited to one of the following, in Company's sole discretion: (i) to replacement free of charge (in the form and under the terms originally shipped); (ii) to repair or to manufacture/remanufacture the Goods that contain(s) a defect, at no additional charge to Customer; or (iii) to repayment of an amount equal to the purchase price of the Goods found to be defective, whether such claims for defect are for breach of Warranty, negligence, or otherwise.
- 7.6 This Warranty is made to Customer and does not extend to any other person or entity and is not assignable, except that this Warranty will transfer to a commercial buyer buying directly from Customer provided that (a) Customer is an authorized distributor of Company and (b) Customer is a party to an Other Agreement with Terms with Company pertaining to such distribution.
- 7.7 This Warranty shall not apply (a) if the Goods have been subject to improper storage, accident, misuse, or unauthorized modifications, alterations, or repairs, or have not been installed, operated, and maintained in accordance with procedures approved by Company; (b) to normal wear and tear; (c) to any components manufactured by Customer or a third party not approved by Company; or (d) if the Goods are used with any unauthorized components.
- 7.8 Customer assumes liability for and shall indemnify and keep Company indemnified in full against all and any direct, indirect, or consequential liabilities (all three of which terms include without limitation loss of profit, loss of business, depletion of goodwill, and like loss), losses, claims, damages, costs, and expenses (including all legal and other professional expenses) awarded against or incurred or paid by Company as a result of or in connection with any breach of the Contract by Customer or death or personal injury to Company's employees or agents while such employees or agents are on any premises of Customer in connection with the Contract. Without limiting the foregoing, Customer assumes liability for and shall indemnify Company against all claims by any third parties for any claims, loss, damage, or expense resulting from the breach by

Customer of any of its obligations under these Terms, including without limitation, any modification, misuse, or unapproved alteration of, or use of non-approved components with, the Goods. Pursuant to these Terms, Company shall not be liable for any of the foregoing.

- 7.9 To the fullest extent permitted by law, under no circumstances will Company be liable to Customer for an amount in excess of the price paid, or to be paid, for the Goods (or, as applicable, for the Services) for any claims, losses, liens, costs, liabilities, causes of action, suits, demands, judgments, obligations, fines, penalties, damages, requirements, violations, or expenses (including without limitation, attorneys' fees, court costs, and costs of investigation) of any nature, kind, or description, whether based in contract, warranty, indemnity, or tort (including negligence and strict liability) or otherwise, of any person or entity, directly or indirectly, arising out of, resulting from, or related to the Contract or the Goods (or, as applicable, the Services), even if Company has knowledge of the possibility of any of the foregoing.
- 7.10 COMPANY SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR SPECIAL LOSSES, DAMAGES, OR EXPENSES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY SUCH LOSSES, DAMAGES, OR EXPENSES ARISING DIRECTLY OR INDIRECTLY FROM THE SALE, HANDLING, OR USE OF THE GOODS (OR ANY SERVICES), OR FROM ANY OTHER CAUSE RELATING THERETO, OR FOR DEATH OR PERSONAL INJURY (TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW) OR LOSS OF PROFIT OR REPUTATION.

8. TERMINATION

- 8.1 Company shall be entitled, without prejudice to Company's other rights and remedies, either to terminate, wholly or in part, any or every Contract between Company and Customer and/or to suspend any further deliveries of Goods in any of the following circumstances:
- (a) non-compliance by Customer with Company's terms of payment;
 - (b) if Customer has failed to provide a letter of credit or guarantee, bill of exchange, or any other security required by the Contract or reasonably requested by Company;
 - (c) upon Customer's dissolution, insolvency, filing of a voluntary or involuntary petition under any law relating to bankruptcy, appointment by a court of a temporary or permanent receiver, trustee, or custodian for Customer's business, or an assignment for the benefit of creditors of Customer;
 - (d) Customer becomes unable to satisfy its debts as they fall due or ceases or threatens to cease to carry on business;
 - (e) Customer or any connected person commits any breach of this or any other Contract whenever made between Customer and Company; or
 - (f) there has been, or Company suspects that there has been, a breach of any of the provisions of Section 13 below.

9. CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS

- 9.1 All intellectual property, including without limitation, all drawings, installation instructions, documents, confidential records, computer software, and other information supplied by Company or otherwise obtained by Customer in connection with a Contract, whether produced by Company or a third party, are supplied on the express understandings (a) that all intellectual property rights are, as between Customer and Company, reserved to Company (or Company's third-party provider) and (b) that Customer will not, without the written consent of Company, (i) give away, loan, exhibit, or sell any such intellectual property or other information or any extracts from them or

copies of them, or (ii) use them in any way except in connection with the Goods in respect of which they are issued.

- 9.2 All claims for alleged infringement of patents, trademarks, registered designs, design rights, or copyrights received by Customer relating to the Goods must be immediately communicated by written notice from Customer to Company. If and in any manner as may be determined appropriate by Company, Company shall be entitled to conduct or participate in any proceedings relating to any such claim, and Customer will provide Company such reasonable assistance as Company may request. The cost of any such proceedings will be borne by Company.
- 9.3 If any allegations shall be made against Customer to the effect that the supply of the Goods infringes the intellectual property rights of any third party or Company has reason to believe that such allegation is likely to be made, then Company may at its option and expense modify or replace the Goods so as to avoid the infringement (but without adversely affecting the overall performance of the Goods), or obtain for the benefit of Customer the right to continue to use the Goods, or repurchase the Goods at the Contract price as reduced by a reasonable provision for depreciation. If Company pursues any of such options, then Customer will have no rights or remedies against Company arising directly or indirectly out of the alleged infringement.
- 9.4 Customer and Company may have entered into, or may enter into, a separate data subscription services agreement or the like (and one or more associated orders), in which case the terms and conditions therein pertaining to information (similar to Collected Information described below) shall apply; however, if no such agreement or the like has been entered, then the following terms and conditions shall apply:

“Collected Information” means facts, conditions, images, videos, audio, and other information acquired or collected by or through sensors, cameras, or other devices about: Customer’s use or operation of operations tools, products, or other equipment (including those Goods obtained in connection with these Terms); occurrences, statuses, locations, environments, or events; and/or other information acquired or collected during the acquisition or collection of the foregoing.

If and to the extent Customer owns or has rights or licenses to any portion of Collected Information, Customer hereby grants to Company and its affiliates, and their respective successors and assigns, a royalty-free, irrevocable, worldwide, perpetual, and sublicensable right and license to use, reproduce, distribute, modify, aggregate, and prepare derivative works of the same, to perform and display the same, to combine with other information and data, to prepare compilations with and from the same, and to prepare in data formats, for any purpose whatsoever (as determined by Company and/or its affiliates) and with full rights to authorize others to do the same.

The foregoing grant includes all intellectual property rights embodied in or represented by such Collected Information.

Such grant continues after expiration of the term or termination of the Contract.

For clarification, Company and its affiliates may distribute, sublicense, commercialize, and exploit any such information, data, compilations, and/or resulting works with, through, and/or to Company’s or its affiliate’s customers, licensees, and other third parties, and generate revenue from the same; provided, to the extent Company or any of its affiliates does so, Company or its applicable affiliate shall do so in de-identified, anonymized, or aggregated forms or manners, so as not to identify directly Customer as a source thereof. Such de-identification, anonymization, and aggregation may not, however, remove location-related information or data.

For clarification, Company and its affiliates are not responsible or liable for: (i) evaluating or acting upon the substance or content (or lack thereof) of any Collected Information; or (ii) checking, recording, or monitoring the Goods or any other tools, products, or other equipment in use or operation by or for Customer.

Customer acknowledges and agrees that Company and its affiliates have no duty, obligation, or other commitment (to, or on behalf of, Customer or its affiliates, its or their customers, any other customers, or any other persons or entities) to warn, alert, advise, notify, or otherwise inform any of them regarding: (i) the operability, then-current condition of or risk associated with, damage to, accident associated with, or other statuses of the Goods or any other tools, products, or other equipment in use or operation by or for Customer; or (ii) occurrences, statuses, locations, environments, or events that may be or may result in or cause hazards, accidents, injuries, or other harm.

10. FORCE MAJEURE

In the event of the performance of any obligation by Company being prevented, delayed, or in any way interfered with by war, riot, civil commotion, strikes, lock-outs, accidents, flood, fire, explosion, pandemic, or by any other cause beyond its reasonable control (including the delay or failure to supply of any suppliers of Company), Company may suspend or treat as impossible the performance of any obligation to Customer without liability for any loss.

11. HEALTH AND SAFETY

Customer agrees to pay due regard to any information supplied by Company relating to the use for which the Goods are designed or have been tested or concerning conditions necessary to ensure that the Goods will be safe and without risk to health at all times when they are being set, used, cleaned, serviced, or maintained by any person, and Customer undertakes to take such steps as may be specified by such information or otherwise necessary to ensure that, as far as is reasonably practicable, the Goods will be safe and without risk to health at all times as referenced above.

12. TESTING AND INSPECTION

- 12.1 Testing and inspection of the Goods, if specified by Customer or its agent and agreed to by Company in writing, shall be at Company's desired location (at Customer's expense), and such testing and inspection shall be final and conclusive as to the results thereof.
- 12.2 Company shall not be obliged to produce test and performance certificates or safety critical certificates, unless requested by Customer and Company has agreed in writing to do so.
- 12.3 In addition to Customer paying any costs incurred by Company in any testing of the Goods, Customer shall pay for all test pieces which comply with applicable specifications.

13. COMPLIANCE

- 13.1 Customer shall comply with all relevant laws, including any applicable anti-corruption laws, in connection with the Contract and Company's business and shall immediately notify Company if it discovers or suspects that any of its officers, directors, employees, or representatives are acting or have acted in a way which violates such laws.
- 13.2 Customer acknowledges that Company has a code of responsible business: The Hill & Smith PLC Code of Business Conduct ("**HS Code of Conduct**"). The HS Code of Conduct, together with Company's Anti Bribery and Corruption Policy ("**HS ABC Policy**"), are available at <https://hsgroup.com/who-we-are/governance/our-policies/> , and Customer shall, at all times, conduct, and cause its officers, directors, employees, and/or representatives to conduct, business ethically and in accordance with the relevant provisions of the HS Code of Conduct and the HS

ABC Policy, as each may be updated from time to time. This section shall apply whether or not Customer is acting pursuant to the Contract or its relationship with Company.

- 13.3 Customer agrees that it must be able to demonstrate its compliance with the requirements referred to in this Section 13 at the request of and to the satisfaction of Company, which includes, but is not limited to, Company requiring Customer to sign an annual certificate certifying compliance. If Customer fails to comply with this Section 13, then Company shall be entitled, in its sole discretion, to terminate the Contract and any other agreement between Customer and Company without penalty to Company, but with obligations for Customer to remedy any damages suffered by Company as a result of such termination or as a result of the breach of contract.

14. SERVICES

- 14.1 Company warrants that the applicable Services will be performed in a good and workmanlike manner. Customer must notify Company of any alleged failure of the foregoing as soon as possible but in no event later than ten (10) days after the date on which such alleged failure first occurs, and the parties shall promptly discuss the same and determine the nature of such alleged failure. Company's entire liability, and Customer's sole remedy, for Company's undisputed failure to so perform shall be for Company to, at its option, either use reasonable efforts to correct such failure for no additional fees or refund that portion of any Services fees received that correspond to such undisputed failure to perform.
- 14.2 Customer agrees to provide a suitable working environment for Company's personnel when they are required to work at the Customer site. Implementation of any of the recommendations made by Company will be at Customer's discretion. Customer acknowledges and agrees that Company's abilities to perform Services fully, in a timely manner, and for the agreed-to fee amounts (if any) are contingent upon Customer performing its obligations; Customer making available all resources, facilities, and equipment required of it or otherwise reasonably requested by Company; Customer making available the reasonable assistance and cooperation of Customer's personnel and responding in a timely manner to inquiries from Company personnel relative to the Services to be performed; and Customer providing complete and accurate information. Customer acknowledges that a failure to provide any of the foregoing may be grounds for a change order and/or result in delays in completing Services, and any dates or time periods relevant to the performance of any Services by shall be extended to account for the same.

15. MISCELLANEOUS

- 15.1 The United Nations Convention on Contracts for the International Sale of Goods shall have no application to the purchase of Goods, these Terms, or actions hereunder or contemplated hereby.
- 15.2 Any failure to exercise or any delay by Company in exercising a right or remedy provided by the Contract or at law or in equity will not constitute a waiver of the right or remedy or a waiver of any other rights or remedies. A waiver of a breach of any of the terms of the Contract or of a default under these Terms shall be effective only if signed by the waiving party but will not constitute a waiver of any other breach or default and will not affect the other terms of the Contract.
- 15.3 Customer shall not, without the written consent of Company, assign (including by operation of law), transfer, mortgage, or grant a lien on any of its rights under any Contract or purport to do the same.
- 15.4 Company shall be entitled to appoint one or more sub-contractors to carry out all or any of its obligations under any Contract and shall, for the avoidance of doubt, be entitled to assign any interest or rights that it has in relation to any Contract.
- 15.5 If any provision of these Terms shall be held invalid or unenforceable in whole or in part, then the unaffected provisions shall remain in full force and effect. Headings appear for convenience only and shall not affect the construction of these Terms.

- 15.6 The Contract and any non-contractual obligations arising out of or in connection with it shall be governed and interpreted exclusively according to the laws of the State of California, without regard to conflicts of laws principles. The parties hereby agree to submit to the exclusive jurisdiction of the state and federal courts located in or for Orange County, California, provided that Company may at its option file suit in the state or country in which Customer is organized or located, including action to obtain any remedy (including injunctive relief).
- 15.7 There are no third-party beneficiaries to these Terms.
- 15.8 All rights and obligations that become absolute before expiration of the term or termination of the Contract or that are of a continuing nature shall survive such expiration or termination.