STANDARD TERMS AND CONDITIONS

The term "BAADER" means BAADER Food Systems USA, Inc. and the customer or person or entity buying products ("Products") from BAADER is referred to as the "Buyer". BAADER and Buyer are sometimes referred to collectively as the "Parties" or individually as a "Party".

General Terms and Conditions of Supply – This document (the "Terms and Conditions") shall be deemed to be an integral part of the acceptance of any purchase order ("Purchase Order") by BAADER which acceptance will be communicated to Buyer in a separate writing (the "Order Confirmation") or by commencement of performance, at BAADER's option. These Terms and Conditions, the Order Confirmation, and all documents incorporated by reference herein or therein, constitute the entire agreement ("Agreement") between Buyer and BAADER regarding such sale, and the acceptance of any Purchase Order by BAADER is expressly limited to and conditioned upon Buyer's acceptance of, and assent to, these Terms and Conditions. Any understandings, agreements, course of dealing or performance, transactions, or usage of trade that purport to modify, vary, explain, supplement or contradict this Agreement do not come into force unless and until confirmed in writing by BAADER. All quotations, deliveries, or other auxiliary services are provided exclusively on the basis of these Terms and Conditions. Terms and conditions submitted by Buyer are hereby contradicted and not recognized even if such terms and conditions are not expressly contradicted again upon receipt. These Terms and Conditions are deemed to be accepted at the latest upon delivery of the Products. BAADER reserves the right in its sole discretion to refuse to accept any Purchase Order for any reason.

1. **QUOTATIONS**. All quotations made by BAADER shall be effective for sixty (60) days from the time such quotation is sent to Buyer. All such quotations shall be for informational purposes only and shall not be considered an offer by BAADER, but shall instead be considered an invitation for Buyer to make an offer in the form of a Purchase Order.

2. **PRICE**. All prices included in any quotation are subject to acceptance by BAADER at the time the Purchase Order is submitted to BAADER by Buyer. Such acceptance will be communicated to Buyer by an Order Confirmation. All prices are net and do not include any taxes (including but not limited to, value added taxes, import fees and taxes, and any other city, county, state, or federal taxes where applicable), freight charges, insurance, storage costs, special handling, demurrage, or any other similar charges, costs, or fees.

3. **PAYMENT TERMS**. Unless otherwise agreed to in writing, 50% of the purchase price of any Product shall be due and payable upon BAADER's issuance of an Order Confirmation. The remaining 50% of the purchase price shall be due and payable at the time BAADER notifies Buyer of shipment. All payments shall be made within thirty (30) days of the dates referenced above and if not made within 30 days of such dates, such payments shall be considered delinquent. Delinquent payments shall incur interest at the lower of: (i) a rate of 10% per annum or (ii) the highest rate allowed by applicable law, until payment has been made in full.

4. **SHIPMENT AND RISK OF LOSS**. Unless otherwise agreed to by all Parties, all shipments shall be made Ex-Works (EXW) BAADER's location in Kansas City, Kansas according to Incoterms 2010.

5. **DELIVERY**. The delivery date ("Delivery Date") of any Products shall be that specified on the Order Confirmation as the day on which Products will be delivered according to the designated Incoterm. BAADER reserves the right to modify the Delivery Date for any of the following reasons, the determination of which will be made by BAADER in its sole discretion: i) failure of Buyer to make timely payments under any Order Confirmation, ii) failure of Buyer to timely supply any documents, materials or other information to BAADER that are necessary for BAADER to fulfill an order, or (iii) a Force Majeure Event (as defined in Section 17). When BAADER is not the manufacturer of a Product to be delivered pursuant to an Order Confirmation, BAADER will use all commercially reasonable efforts to maintain the Delivery Date in accordance with the Order Confirmation. However all such Delivery Dates are approximate and not guaranteed as BAADER provides a Delivery Date based on the shipping schedule provided by the manufacturer and does not possess the means to control the manufacturer's shipping schedule or its adherence thereto. In the instance that the manufacturer of Products to be delivered pursuant to an Order Confirmation indicates its inability to meet the expected shipping date, and such inability will change the Delivery Date specified on such Order Confirmation, BAADER agrees to notify Buyer promptly of the change in such Delivery Date. Notwithstanding any of the foregoing, BAADER shall not be responsible for any penalties for delay or claims for damages, costs or expenses related to a delay in the Delivery Date including but not limited to actual, compensatory, consequential, or punitive damages regardless of whether such delay exposes Buyer to any similar damages under any agreement it has with any third party. BAADER, at its option, shall not be bound to tender delivery of any Products for which Buyer has not provided shipping instructions and other required information as determined in the reasonable discretion of BAADER.

6. **STORAGE OF PRODUCTS**. In the instance that Buyer desires to delay, postpone, or reschedule the Delivery Date, such change to the Delivery Date must be accepted by BAADER in writing before such change shall be effective. Additionally, in the instance that such change in Delivery Date will require BAADER to incur costs or expenses for storage, loading, unloading, or otherwise handling Products, Buyer agrees to pay BAADER for such costs and expenses, which will be communicated to Buyer in writing at the time that BAADER provides written confirmation of its acceptance of the change in Delivery Date.

7. **CANCELLATION**. Buyer shall have the right to cancel any Purchase Order and the corresponding Order Confirmation, or any part thereof, within ten (10) business days from the date of such Order Confirmation, subject to the terms and conditions of this Section 7, by providing written notice to BAADER of such cancellation. After the tenth business day from the date the Order Confirmation is issued, Buyer's right to cancel such Order Confirmation or the corresponding Purchase Order, or any part thereof for any reason shall expire. BAADER has the right to cancel any Purchase Order and the corresponding Order Confirmation upon (i) breach by Buyer of these Terms and Conditions, (ii) failure by Buyer to make timely payments as required by the Agreement, (iii) BAADER's reasonable belief of Buyer's inability or unwillingness to fulfill its obligations under the Agreement or (iv) Buyer becoming insolvent or making an assignment for the benefit of creditors, or if there shall be instituted by or against Buyer any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt or insolvency law. If BAADER cancels for any of the foregoing reasons, BAADER shall not be responsible for any fees, expenses, costs or charges incurred by Buyer as a result of such cancellation. In the event of cancellation by either Party, Buyer will be responsible for all applicable fees, expenses, costs, and charges, if any, incurred by BAADER as a result of such cancellation, including but not limited to expenses incurred for shipping Products from the manufacturer, which fees, expenses, costs, and charges shall not in any case exceed the Order Confirmation price and which will be paid promptly by Buyer to BAADER upon demand.

8. **INSPECTION, REJECTION, AND ACCEPTANCE**. All deliveries of Products by BAADER to Buyer shall be subject to inspection by Buyer at the time and place of delivery, and Buyer shall have the right to reject any Product that does not materially conform to the Order Confirmation. Upon rejection of such non-conforming Products, BAADER shall have the option to correct such non-conformance at BAADER's sole cost and expense or to refund the portion of the Order Confirmation price which corresponds to such non-conforming Product. Buyer shall not have the right to reject Products that conform to the Order Confirmation even if some of the Products delivered under such Order Confirmation are deemed to be non-conforming. Any Products not rejected on the Delivery Date at the place of delivery shall be deemed accepted by Buyer and Buyer shall have no further rights to reject such Products for any reason. Acceptance of Products by Buyer at the time and place of delivery will not invalidate any warranties provided by these Terms and Conditions. In the event Buyer does not accept or reject delivered Products within a reasonable time period after delivery (but in any instance more than 30 days after delivery), all storage costs and other costs associated with such failure to timely accept Products shall be the responsibility of Buyer, and Buyer agrees to immediately pay BAADER for such charges upon demand by BAADER.

9. **INSTALLATION AND CALIBRATION**. Unless otherwise agreed in writing, BAADER will supervise installation and calibration of Products at Buyer's facility. Supervision on installations shall be performed at the usual rates for BAADER supervisors, which rates will be communicated to Buyer prior to installation. The obligation of the BAADER supervisors shall be limited to supervising the initial assembly of any Product supplied by BAADER. Buyer agrees that all persons who will be operating, maintaining, repairing, cleaning, or otherwise coming into direct contact with any Product, including but not limited to its employees, contractors, subcontractors, agents, and authorized third-parties, will attend and complete any safety training or other training provided by or otherwise recommended by BAADER prior to performing any such task with respect to such Product. Buyer further agrees to confirm, in writing, its acceptance and receipt of any such training as well as its acceptance and receipt of any manuals or instructions provided to Buyer with respect to operating, maintaining, repairing, cleaning or otherwise working with or around such Products, which writing shall confirm that all such manuals and instructions have been read and understood by Buyer and its employees, contractors, subcontractors, agents, and authorized third-parties.

10. **PRODUCT SAFETY FEATURES**. Buyer represents and warrants that Buyer will not remove, alter, cover up, or damage any safety features of Products including, but not limited to, warning and instruction labels affixed to any Products, and will not otherwise impede or affect the ability of any and all persons to observe such safety features or read such warning or instruction labels at all times.

11. **PROPRIETARY RIGHTS AND INTELLECTUAL PROPERTY**. Any software (including Boot ROM code, and embedded software), documentation, and data that is supplied with Products ("Product Original Software") as the same may be replaced or updated by BAADER from time to time ("Product Software Updates") on any media and in any form (collectively "Product Software") is licensed and not sold to Buyer by BAADER for use pursuant only to this Agreement.

BAADER retains ownership of the Product Software and reserves all rights not expressly granted to Buyer. Subject to these Terms and Conditions, Buyer is granted a limited, non-exclusive, non-transferable, non-assignable, and revocable license to use the Product Software provided with a Product purchased pursuant to this Agreement. Buyer will not reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, techniques, processes, algorithms, know-how or other information from the Product Software (collectively, "Reverse Engineering") or permit or induce the foregoing. Any information supplied to or obtained by Buyer under this section is Confidential Information of BAADER subject to the obligations of Section 18, may only be used by Buyer for the purpose described in this section, and will not be disclosed to any third party or used to create any software which is substantially similar to the Product Software. Buyer may not rent, lease, lend, sell, redistribute, or sublicense the Product Software. The license to use the Product Software is effective until terminated by BAADER or until such time as the Buyer has disposed or transferred ownership of the Product using such Product Software. This license does not grant Buyer any right to use any other BAADER intellectual property. Unless expressly stated in these Terms and Conditions, BAADER retains all rights in its intellectual property (including copyright, trademarks, patents, design rights, know-how, processes, procedures, technical information, data, and formulae) associated with the Products. Buyer agrees not to infringe, directly or indirectly, any intellectual property of BAADER, and agrees to not reverse engineer Products in any way.

12. **LIMITED WARRANTY**.

a. For any Product manufactured by BAADER or a BAADER affiliate, BAADER warrants that such Product: (i) will be free from defects in materials, workmanship and design for a period not to exceed six (6) months from the Delivery Date, (ii) does not infringe upon the intellectual property rights of any other party, and (iii) is free and clear of all liens and encumbrances and BAADER has good and merchantable title to and is authorized to sell such Product to Buyer. This warranty shall not apply to parts that are expected to need replacement within a time period shorter than six (6) months, which such parts will be identified to Buyer by BAADER at or before the time of installation of the Product containing such parts and which such parts shall be purchased from BAADER in order to ensure proper maintenance of the Product..

b. For any Product not manufactured by BAADER or a BAADER affiliate, Buyer and BAADER agree that BAADER is not the manufacturer of the Product to be provided under such Order Confirmation. The Product provided for under any such Order Confirmation will include the manufacturer's warranty which will be passed through from BAADER to Buyer. BAADER agrees to pass through or assign the rights provided to BAADER by such manufacturer for all Products provided to Buyer under any such Order Confirmation. BAADER expressly does not warrant such Products and disclaims all express and implied warranties. The manufacturer shall provide the sole warranty to Buyer in connection with the sale of such Products. Buyer agrees that its sole remedy for defects in Products provided in connection with any such Order Confirmation or failure of such Products to conform to such Order Confirmation requirements or specifications shall be to look to the manufacturer, and Buyer will look solely to the manufacturer to recover for such defect or failure.

c. All warranties provided for in this Section 12 shall be immediately void and of no further force or effect under any of the following circumstances: (i) modification, alteration, improper installation or improper repair of Products unless otherwise agreed to by BAADER in writing, (ii) the use or attempted use of any spare parts or replacement parts in or on any Product unless otherwise agreed to by BAADER in writing, (iii) failure of Buyer to strictly follow maintenance and operation instructions of any Product as set forth in any applicable documentation provided by BAADER or the manufacturer of such Product.

For the purposes of this section, a "BAADER affiliate" shall mean, any entity that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, BAADER. For purposes of this definition, "control" shall mean holding, directly or indirectly, either (a) 50% or more of the ordinary voting power with respect to BAADER or such entity or (b) the power to direct or cause the direction of the management and policies of BAADER or such entity whether by contract or otherwise.

EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS AND CONDITIONS, BAADER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO THE PRODUCTS, THEIR MERCHANTABILITY, OR FITNESS FOR ANY INTENDED USE OR PURPOSE. BAADER'S LIABILITY (WHETHER UNDER THE THEORIES OF BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE, OR STRICT LIABILITY) FOR PRODUCTS SHALL BE LIMITED TO REPAIRING OR REPLACING PRODUCTS OR PARTS FOUND BY BUYER TO BE DEFECTIVE, OR AT BAADER'S OPTION, TO REFUNDING THE PURCHASE PRICE OF SUCH PRODUCTS OR PARTS. AT BAADER'S REQUEST, BUYER WILL SEND, AT BUYER'S SOLE EXPENSE, ANY ALLEGEDLY DEFECTIVE PRODUCTS TO THE PLANT OF THE MANUFACTURER OF SUCH PRODUCTS IN ACCORDANCE WITH THE MANUFACTURER'S WARRANTY.

13. **WARRANTY CLAIMS PROCEDURE**.

a. For all warranty claims made pursuant to Section 12.a, Buyer shall first contact the BAADER after-sales department and provide notice that Buyer intends to make a warranty claim on a Product. Upon verification by BAADER that Buyer is within the applicable warranty period for such Product, BAADER will provide Buyer with a document (the "Return Authorization") authorizing the return of such Product for inspection and evaluation by BAADER. The Return Authorization will provide instructions for processing the warranty claim. Failure by Buyer to strictly follow the instructions provided on the Return Authorization will invalidate Buyer's warranty claim.

b. For all warranty claims made pursuant to Section 12.b, Buyer shall follow the instructions for making a warranty claim as provided by the manufacturer of the Product, unless BAADER has agreed in writing to assist in the processing of such claim in which case Buyer shall follow the instructions provided by BAADER at the time BAADER agrees in writing to provide such assistance.

14. **RETURN OF PARTS**. Parts may be returned within twelve months of the purchase date of such parts as long as such parts remain, new, unused and in the original packaging (such parts hereafter referred to as "Eligible Parts"). If Buyer wishes to return Eligible Parts, Buyer shall first contact the BAADER after-sales department and provide notice of the same. Upon verification by BAADER that Buyer is within the applicable return period for such Eligible Part(s), BAADER will provide Buyer with a document (the "Return Authorization") authorizing the return of such Eligible Part(s) for inspection and evaluation by BAADER. The Return Authorization will provide instructions for proceeding with the return. Failure by Buyer to strictly follow the instructions provided on the Return Authorization will invalidate Buyer's return rights. Any parts which are not Eligible Parts are not eligible for return and shall receive no credit or refund from BAADER, and any Eligible Parts returned more than twelve months after the purchase date or more than thirty (30) days after the issuance by BAADER of a Return Authorization for such Eligible Parts, shall not be eligible for return, credit, or refund. All Eligible Parts timely and properly returned hereunder and pursuant to the Return Authorization, shall receive a credit for future purchases from Baader and shall not receive a refund. All Eligible Parts accepted by Baader shall be subject to a restocking fee which shall reduce the credit provided for such Eligible Part(s).

15. **LIMITATION OF REMEDY AND LIABILITY**. **BAADER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND THE REMEDIES SET FORTH IN THESE TERMS AND CONDITIONS ARE EXCLUSIVE. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL BAADER'S LIABILITY TO BUYER EXTEND BEYOND OR EXCEED THE PRICE PAID BY BUYER FOR THE SPECIFIC PRODUCTS PROVIDED BY BAADER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION. BUYER AGREES THAT IN NO EVENT SHALL BAADER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.** The term "consequential damages" shall include, but not be limited to: liquidated damages paid or payable to any third party pursuant to a contract or agreement between Buyer and such third party; loss of anticipated profits; business interruption; loss of use, revenue, reputation and data; costs incurred, including without limitation, for capital, labor, fuel, or power; and loss or damage to property or equipment. Buyer expressly acknowledges and agrees that BAADER has set its prices and entered into the Agreement in reliance upon the limitations of liability and other terms and conditions specified herein, which allocates the risk between BAADER and Buyer and form a basis of this bargain between the Parties.

16. **INDEMNIFICATION**.

a. BAADER agrees to defend, indemnify and hold Buyer, its officers, directors and employees harmless from all liability or expense for bodily injury or property damage arising from BAADER's negligence in its performance of this Agreement except to the extent such injury or property damage is caused by the negligence of Buyer.

b. Buyer agrees to defend, indemnify and hold BAADER, its officers, directors and employees harmless from all liability or expense for bodily injury or property damage arising from Buyer's negligence in its performance of this Agreement.

c. Buyer is solely liable for the acts and omissions of its employees, agents, contractors and subcontractors and Buyer indemnifies and will defend and protect BAADER from all losses, claims, expenses and damages, including attorney's fees, arising from or out of the acts or omissions of Buyer and its employees, agents, contractors, and subcontractors.

d. In no event shall either Party be liable for punitive, indirect, incidental, special or consequential damages suffered by the other Party, including but not limited to loss of profits.

17. **LIMITATION ON INDEMNIFICATION**. The amount of any liability or expense subject to indemnification above, shall be calculated net of any insurance proceeds or any indemnity, contribution or other similar payment from any third party with respect thereto (less costs of collection) actually received by the Party seeking indemnification. In the event that an insurance or other recovery is made by any Party seeking indemnification with respect to any liability or expenses for which any such Party has been indemnified hereunder, then a refund equal to the aggregate amount of the recovery (net of any associated costs) shall be made. Each Party, and its employees and agents will seek and use commercially reasonable efforts to collect a remedy prior to seeking indemnity.

18. **FORCE MAJEURE**. BAADER shall not be liable for any act, omission, result or consequence, including but not limited to any delay in delivery or performance or non-performance due to acts of God; acts of Buyer; war; weather; sabotage; civil disturbances or riots; the prior performance of any government order; any order bearing priority rating or order placed under any allocation program (mandatory or voluntary) established pursuant to law; local labor shortage; fire; flood or other casualty; acts of the government (including through regulation or other requirements) or public enemy; epidemics, pandemics, or public health emergencies as declared by the World Health Organization or the Department of Health and Human Services of the United States; quarantine restrictions; shortage or failure of raw material, supply, fuel, power or transportation; breakdown of equipment; strikes, labor disputes or differences with workmen, regardless of whether or not BAADER is capable of settling any such labor problem; unforeseen circumstances or any events beyond BAADER's reasonable control whether of similar or dissimilar nature than those above enumerated (each a "Force Majeure Event"). BAADER has the right to cancel any Purchase Order and Order Confirmation if BAADER determines in its sole discretion that it will be unable to perform or its performance is made impracticable due to any events beyond its control, including, but not limited to the Force Majeure Events enumerated above. BAADER shall provide reasonable notice to Buyer of upon making such a determination and BAADER shall have no liability to Buyer for any costs incurred by Buyer as a result of such cancellation.

19. **CONFIDENTIALITY**. In the course of the relationship between the Parties, each Party may acquire valuable trade secrets, proprietary data, and other confidential information of the other Party including without limitation, drawings, specifications, data, goods, technical information, information on processes, customer lists, customer identities, and other tangible and intangible property (collectively, the "Confidential Information"). Each Party agrees that throughout the course of its relationship with the other Party and for a period of five (5) years after the most recent order placed by and delivered to Buyer, such Party will not, without the expressed written consent of the other Party, directly or indirectly communicate or divulge to, or use for its own benefit or the benefit of any other person or entity, any of the other Party's Confidential Information which was communicated to or otherwise learned of or acquired by such Party during the course of its relationship with the other Party. Notwithstanding the foregoing, either Party may disclose or use Confidential Information under any of the following circumstances: (i) disclosure or use thereof in good faith and in connection with the performance of its duties in the course of its relationship with the other Party to the extent required, (ii) disclosure or use of any such information or data which is generally known within the industry or is otherwise available through independent resources, and (iii) disclosure or use thereof pursuant to any regulatory, compliance, or legal requirement in which case the disclosing Party agrees to provide notice of such requirement prior to such disclosure or use in order to give the other Party, in its discretion, the ability to challenge any such disclosure or use with the applicable governmental authority or to otherwise obtain a protective order as to such disclosure or use. Each Party agrees to immediately notify the other Party of any disclosure of Confidential Information that is not permitted under these Terms and Conditions and of any other misuse of Confidential Information in violation of these Terms and Conditions. In addition, Buyer agrees to indemnify and hold harmless BAADER and its respective officers, directors, employees, agents, successors and assigns, from and against any and all claims, actions, suits, demands, damages, liabilities, obligations, and other losses, including reasonable attorneys' fees and court costs arising therefrom or related thereto, claimed from or against BAADER and related to the unauthorized use or disclosure of BAADER's Confidential Information including but not limited to dissemination of Confidential Information that occurs due to a third-party data breach of Buyer's computer, filing, or data retention systems.

20. **WAIVER**. Failure or inability of either Party to enforce any right hereunder shall not waive any such right with respect to future performance under the Agreement.

21. **EXPORT**. Buyer agrees that all applicable export control laws, regulations, orders and requirements, including without limitation those of the jurisdiction in which BAADER and Buyer are established or from which Product may be supplied, will apply to their receipt and use. In no event shall Buyer use, transfer, release, or export Product in violation of applicable laws, regulations, orders or requirements. In connection with the transactions contemplated by the Agreement, Buyer is familiar with and shall fully comply with all applicable laws, regulations, rules and other requirements of BAADER's jurisdiction and of any applicable state, foreign and local governmental body in connection with the purchase, receipt, use, transfer and disposal of Products. If Buyer exports a Product in violation of any

applicable law, regulation or rule, Buyer shall be solely responsible for any fines or penalties imposed by competent authorities and shall indemnify and hold BAADER harmless from any fines, penalties, and costs (including legal fees) incurred by BAADER in connection with Buyer's violation.

22. **GENERAL PROVISIONS**. The Agreement supersedes all other communications, negotiations and prior oral or written statements regarding the subject matter of the Agreement. All typographical or clerical errors made by BAADER in any quotation, Order Confirmation or publication are subject to correction.

23. **APPLICABLE LAW; VENUE.** Interpretation of these Terms and Conditions and all transactions between the Parties shall be governed by and interpreted in accordance with the laws of the state of Kansas (without regard to conflict of laws provisions). Buyer irrevocably consents and agrees that proceedings against Buyer may be brought in the courts of the State of Kansas in Wyandotte County, or the District Courts of the United States for the U.S. Judicial District in which said Wyandotte County is included. The U.N. Convention on Contracts for the International Sales of Goods shall not apply to the Agreement.

24. **NOTICE.** All notices, claims, requests and other communications hereunder which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given and received on the date sent if hand-delivered, or sent by delivery service, or facsimile transmission to the address set forth on the applicable Order Confirmation. Notices, claims, requests, and other communications delivered by mail shall be deemed to have been received three (3) business days after deposit in the US mail, postage prepaid.

25. **ASSIGNMENT.** Neither the Agreement nor any of the rights, interest or obligations hereunder shall be assigned by either Party without the prior written consent of the other Party which consent shall not be unreasonably withheld provided, however, that a Party may (i) assign the Agreement to any entity that acquires all or substantially all of such Party's assets or its business that is the subject hereof, or (ii) upon written notice to the other Party, assign the Agreement to any entity that is owned by such Party. However, nothing herein shall prohibit BAADER from assigning any rights it has under any contracts with any manufacturer.

26. **TOOLS AND MATERIALS.** BAADER shall retain title to any designs, sketches, drawings, blueprints, patterns, dies, models, molds, tools, special appliances and materials ("Articles") furnished or paid for by BAADER in connection with any Order Confirmation. Articles shall be marked as property of BAADER, shall be properly insured (with loss payable to BAADER) and shall be replaced if lost or destroyed.

27. **COMPLIANCE WITH LAWS**. In connection with each Order Confirmation, Buyer shall comply with all applicable foreign, federal, state, provincial and local laws, executive orders, rules and regulations, including but not limited to the Occupational Safety and Health Act of 1970 as amended ("OSHA"), Toxic Substances Control Act as amended ("TOSCA"), Equal Employment Opportunity Act and the Regulations and Standards issued pursuant thereto, and the Fair Labor Standards Act of 1938 as amended ("FLSA").

28. **HEADINGS.** The paragraph headings and numbers are for convenience only and shall not be deemed to affect in any way the language of the provisions to which they refer.

29. **INTERPRETATION.** Where the context of the Agreement so requires, the singular shall include the plural and vice-versa.

30. **SEVERABILITY.** Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction.

31. **ORDER OR PRECEDENCE.** In the event of any conflict between the Agreement and any other terms and conditions of any other document, the Agreement shall govern. In the event of conflict between the terms and conditions found in the Order Confirmation and these Terms and Conditions, the Order Confirmation shall govern.

32. **NO-RUSSIA AGB.** (a) Buyer shall not sell, export or re-export, directly or indirectly, any Products or parts to the Russian Federation or for use in the Russian Federation, including, without limitation, any delivery or service supplied under or in connection with the respective agreement that falls under the scope of Article 12g of Council Regulation (EU) No 833/2014. (b) Buyer shall undertake its best efforts to ensure that the purpose of

paragraph 31(a) is not frustrated by any third parties further down the commercial chain, including by any that may seek to resell Products or parts. (c) Buyer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers of Products or parts, that would frustrate the purpose of paragraph 31(a). (d) Any violation of paragraphs 31(a), 31(b), or 31(c) shall constitute a material breach of an essential element of the respective agreement, and BAADER shall be entitled to appropriate remedies, including, but not limited to: (i) termination of the respective agreement without liability or recourse to BAADER and BAADER shall not be responsible for any fees, expenses, costs or charges incurred by Buyer as a result of such termination; and (ii) an appropriate penalty whereby BAADER shall determine the amount at its reasonable discretion in accordance with § 315 BGB (German Civil Code), and the appropriateness of such contractual penalty may be reviewed by a German court of competent jurisdiction in the event Buyer challenges its appropriateness. (e) Buyer shall immediately inform BAADER about any problems in applying paragraphs 31(a), 31(b), or 31(c) including any relevant activities by third parties that could frustrate the purpose of paragraph (31(a). Buyer shall make available to BAADER information concerning compliance with the obligations under paragraphs 31(a), 31(b), or 31(c) within two weeks of BAADER's request for such information.

33. **NO RUSSIA CLAUSE FOR OFFER/ORDER CONFIRMATION.** For all Purchaes Orders for the purchase of Products or parts, Buyer is hereby obliged towards BAADER as an essential part of the contract between the Parties, that Buyer will not directly or indirectly sell, export, re-export or assist third parties in selling, exporting or re-exporting Products or parts covered by Article 12g of Regulation (EU) No 833/2014 to the Russian Federation or for use in the Russian Federation. In addition, the Buyer is hereby obliged towards Supplier as essential part of the contract, that the goods will not directly or indirectly sell, export, re-export or assist third parties in selling, exporting, or re-exporting the ordered goods covered by Article 8g of Regulation (EU) No 765/2006 to Belarus or for use in Belarus. Buyer will implement appropriate measures to prevent or detect the transfer of Products or parts to the Russian Federation. Buyer shall inform BAADER of any possible problems in this context immediately upon having knowledge of the same, and in any event, within two weeks of BAADER's request. A breach of any of these assurances constitutes good cause for termination of any and all outstanding Purchaes Orders by BAADER without recourse or liability of any kind and BAADER shall not be responsible for any fees, expenses, costs or charges incurred by Buyer as a result of such termination. For each breach of one of these assurances, Buyer will be obligated to pay to BAADER an appropriate penalty whereby BAADER shall determine the amount at its reasonable discretion in accordance with § 315 BGB (German Civil Code) and the appropriateness of the contractual penalty may be reviewed by a German court of competent jurisdiction in the event Buyer challenges the reasonableness of the same. Please note, that any offer to buy Products or parts is only valid with the unrestricted acceptance of this clause by Buyer. Please note, that acceptance of any Purchase Order is binding only with the unrestricted validation of this clause for such Purchase Order.

Regulation (EU) No 833/2014