

TERMS AND CONDITIONS OF SALE

- 1. SCOPE AND ACCEPTANCE:** These Terms and Conditions of Sale ("Terms and Conditions") apply to all quotations and the sale of all goods and services ("Goods") by Carter Control Systems, Inc. dba Carter Intralogistics ("Seller" or "Carter Intralogistics") to the purchaser of the Goods ("Purchaser"). If this writing differs in any way from the terms and conditions of Purchaser's order, or if this writing is construed as an acceptance or as a confirmation acting as an acceptance, then Seller's acceptance is EXPRESSLY MADE CONDITIONAL ON PURCHASER'S ASSENT TO ANY TERMS AND CONDITIONS CONTAINED HEREIN THAT ARE DIFFERENT FROM OR ADDITIONAL TO THOSE CONTAINED IN PURCHASER'S WRITING. Further, this writing shall be deemed notice of objection to such terms and conditions of Purchaser. If this writing is construed as an offer, acceptance hereof is EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS CONTAINED HEREIN. In any event, Purchaser's acceptance of the Goods shall manifest Purchaser's assent to these Terms and Conditions. No addition to or modification of these Terms and Conditions will be effective unless set forth in writing and accepted in writing by Seller.
- 2. PAYMENT; COLLECTION:**
 - 2.1** Unless otherwise specified in Seller's order acknowledgment, all invoices are due upon receipt of Goods. Any remaining balance outside the payment period will be carried at the rate of 2% per month (24% per annum), or the maximum rate allowed by law. In the event Purchaser fails to pay for any one shipment when same becomes due, or should Purchaser's account become otherwise delinquent, Seller may, at its option, either terminate the order or refuse to ship or deliver Goods under this or any other order(s) until such delinquency is cured without prejudice to other rights Seller may possess.
 - 2.2** Unless otherwise expressly stated in Seller's order acknowledgment, Seller's quoted prices do not include sales, use, customs fees, excise, or any other international, federal, state, or local taxes. Purchaser shall be liable for any such levies. Failure by Seller to collect any such taxes from Purchaser with the initial invoiced amount shall not constitute a waiver of Seller's right to bill and collect from Purchaser subsequently for such taxes. If Purchaser is considered as tax exempt, Purchaser will provide Seller the tax exemption certificate at the time of submitting an order.
 - 2.3** Seller shall have the right to modify prices for the Goods pursuant to a change order as a result of any material increase in Seller's cost of production beyond Seller's control (including but not limited to labor, fuels, component part(s), steel, aluminum or copper).
 - 2.4** Should Purchaser's financial condition become unsatisfactory to Seller, cash payments or security satisfactory to Seller may be required by Seller for future deliveries or for goods theretofore delivered. Purchaser agrees to pay all costs of collection, including reasonable attorneys' fees.
 - 2.5** Purchaser hereby grants to Seller a security interest in all Goods shipped hereunder, and in all proceeds thereof until payment in full has been made. "Payment in full" shall include all amounts due to Seller from Purchaser that are related to the Goods, including, but not limited to, the price of the Goods themselves, and all taxes, customs charges, delivery charges, late payment fees or penalties, and any and all other amounts owed by Purchaser to Seller in any manner associated with the Goods. At the request of Seller, Purchaser hereby agrees to execute such documents reasonably required to perfect Seller's security interest in such Goods. Whenever reasonable grounds for insecurity arise with respect to due payment by Purchaser, Seller may demand different terms of payment, and may demand assurance of Purchaser's payment. Any such demand may be oral or written, and Seller may, upon the mailing of such demand, stop production and suspend shipments hereunder. If, within the period stated in such demand, Purchaser fails or refuses to agree to such different terms of payment or fails or refuses to give adequate assurance of due payment, Seller may, at its option, treat such failure or refusal as a repudiation of the portion of the order which has not been fully performed, or may resume production and may make shipment under reservation of possession or of a security interest and may demand payment against tender of documents of title.
- 3. DELIVERY; SHIPMENT; TITLE; RISK OF LOSS:**
 - 3.1** Delivery by Seller of the Goods is completed when the Goods are made available to the Purchaser or Purchaser's agent in accordance with the Incoterms stated in the quotation or order acknowledgment. Seller reserves the right to make partial shipments and to render invoices on partial shipments.
 - 3.2** All shipments are Ex-Works, Frederick, Maryland, or point of manufacture, unless otherwise agreed to in writing by the parties. If Carter Intralogistics is required to provide freight, the cost of the freight and any and all applicable charges related thereto will be added to the freight invoice and be the responsibility of Purchaser. Shipment dates are approximate and subject to change without notice to Purchaser and are based upon prompt receipt from Purchaser of down payment, and all necessary information and approval of drawings.
 - 3.3** Any claims for short shipment, loss, or damage during shipment of any Goods must be made within ten (10) days of delivery of the Goods. If Goods are shipped to a specific location and held in inventory awaiting installation, it is the responsibility of Purchaser to confirm all Goods are secure and free of damage. After the ten (10) day delivery of Goods has expired, Purchaser is responsible for all equipment, losses, damages, and any other occurrences that may take place.
 - 3.4** Unless otherwise agreed to by Seller in writing, title to and risk of loss of the Goods shall pass to Purchaser upon delivery of said Goods to a carrier at Seller's facility.
 - 3.5** It is important that Seller be continually informed as to the location and ownership of the Goods provided hereunder. Accordingly, if any major item of said Goods is sold or moved to a different location or scrapped, Purchaser is responsible to notify Seller stating, if applicable, the name of the new owner and the new location.
 - 3.6** Purchaser shall comply with all governmental laws and regulations and shall secure all necessary approvals, if any, applicable to the delivery, use, and purchase of the Goods and any other conduct contemplated by Purchaser's purchase of the Goods. Seller will not be liable to Purchaser for failure or delay in providing any part of the Goods due to Purchaser's failure to comply with applicable law or regulations.

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4. TERMINATION; CANCELLATION:

4.1 Orders may not be terminated or cancelled by Purchaser except upon express written consent of Seller. If Seller consents to such termination, reasonable termination charges and expenses, including loss of down payment, may be assessed to cover costs incurred by Seller and a reasonable projection for profit, all as determined by Seller.

4.2 Seller may terminate an order for convenience upon thirty (30) days written notice to Purchaser.

4.3 Seller may terminate an order immediately by written notice to Purchaser without liability or further obligation hereunder if Purchaser breaches any provision, term or condition of the order, or these Terms and Conditions, and Purchaser shall be liable for all damages, losses, costs expenses and liabilities that Seller incurs directly or indirectly resulting from Purchaser's breach, including, without limitation, attorneys' fees.

4.4 Seller may terminate an order immediately by written notice to Purchaser without liability or further obligation hereunder if Purchaser fails or refuses to furnish Seller with such information and assurances as Seller may request about Purchaser's financial and operating conditions as affecting Purchaser's ability to purchase Goods and, to the extent permitted by law, in the event of Purchaser's insolvency, the filing of a voluntary or involuntary petition in bankruptcy by or against Purchaser, the appointment of a receiver or trustee for Purchaser, Purchaser's execution of an assignment for the benefit of creditors, or a comparable event.

4.5 In the event of a termination under this Section 4, Purchaser shall be liable for all damages, losses, costs, expenses and liabilities that Seller incurs directly or indirectly resulting from Purchaser's breach, including, without limitation, attorneys' fees.

5. INDEMNIFICATION: Purchaser agrees to indemnify, defend and hold harmless Carter Intralogistics, its affiliates, officers, directors, shareholders, employees, contractors, suppliers, representatives, and agents, from and against any and all claims, actions, demands, liabilities, losses and damages of any kind (including attorneys' fees), regardless of the theory of liability, incurred by or threatened against Seller in connection with: (a) the use and operation of the Goods, including, but not limited to, the failure to operate the Goods in accordance with the operating instructions furnished by Seller and/or prudent operating practices; (b) the alteration, elimination, or failure to use safety devices furnished by Seller; (c) any unauthorized modifications to the Goods by Purchaser; (d) the incorporation of Goods into any product; (e) the installation and use of third-party equipment on the Goods, including, but not limited to, any and all such claims, actions, demands, liabilities, losses and damages of any kind arising out of the modification, alteration, or elimination, in whole or in part, of safety devices; (f) the extension of any warranties beyond those provided herein; and (g) any other acts or omissions of Purchaser related to the sale or distribution of the Goods.

6. LIMITATION OF LIABILITY: SELLER SHALL IN NO EVENT BE LIABLE OR OTHERWISE RESPONSIBLE TO PURCHASER OR ANY THIRD PARTY FOR ANY LOST PROFITS, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND, WHETHER ARISING UNDER WARRANTY, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER CAUSE OR COMBINATION OF CAUSES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OF THE GOODS OR LOSS OF GOODWILL, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event shall Seller's maximum liability exceed the amount paid to Seller for the specific Goods giving rise to such liability. Purchaser agrees to indemnify Seller against any claims in excess of this amount. THE LIMITATIONS OF LIABILITY AND MAXIMUM LIABILITY SET FORTH IN THIS SECTION 6 WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

7. EXPRESS WARNING & RELEASE REGARDING THIRD-PARTY EQUIPMENT: Purchaser acknowledges that the installation and operation of third-party equipment on the Goods, including, but not limited to, strapping, packaging, robotics, and/or other automated equipment added to Carter Intralogistics supplied equipment/system solutions, are a **SAFETY HAZARD and may result in serious bodily injury or death**. Safety devices provided by Seller are configured to apply to Seller-supplied equipment only and should not be modified, altered, or eliminated in whole or in part. Purchaser makes changes, modifications, and alterations to the Goods at its own risk and hereby releases, waives and forever discharges Seller of and from any claims, actions, demands, liabilities, losses and damages of any kind associated with the use of third-party equipment.

8. WARRANTY:

8.1 Warranty for the Goods is limited to the following: equipment and parts are warranted to be free from defects in material and workmanship for the warranty periods set forth in Sections 9 and 10, as applicable, below; *provided, however*, that the warranty for Goods not manufactured by Seller is limited to the warranty provided by the original manufacturer thereof to the extent such warranty may be transferred to Purchaser. The foregoing warranty shall be void and will not apply to any Goods if: (a) the Goods are not installed according to directions furnished by the Seller and/or the manufacturer; (b) routine preventative maintenance as outlined in the Seller's equipment documentation is not performed; (c) the Goods are not operated by a competent operator or according to the Seller or manufacturer's recommendations and sound engineering principles; (d) the Goods are repaired, modified, altered or integrated with other equipment and/or parts, either by Purchaser or a third party, without the prior written consent of Seller; (e) there is any abuse, improper use, or neglect of the Goods; or (f) payment in full for the Goods has not been made by Purchaser. The warranty does not cover ordinary wear and tear of the Goods or fluids. **Further, any failure on the part of Purchaser to comply with these Terms and Conditions or the requirements of the order acknowledgment shall be held to void all warranties.** Seller shall not be liable for the cost of any unauthorized modifications, alterations, or repairs.

8.2 To the extent permissible, Seller will assign to Purchaser any warranties for Goods manufactured by a third party ("**Third-Party Goods**"), which may constitute, contain, be contained in, incorporated into, attached to, or packaged together with, the Goods. Seller makes no

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warranties with respect to any such Third-Party Goods, and Purchaser shall look solely to the manufacturer for any deficiencies related to Third-Party Goods.

8.3 No representations or warranties, whether express or implied, are made by Seller as to the safety of any Goods supplied hereunder or compliance of the Goods with any particular safety standard or Purchaser's specifications or requirements. It is the responsibility of Purchaser/ultimate end-user to determine the need for and to furnish all guards, safety features in the electrical circuitry and controls, and other safety devices necessary to ensure the safety of Purchaser's employees, Purchaser's customers, and the general public, and to comply with all applicable federal, state, and local laws and regulations.

8.4 EXCEPT AS SPECIFICALLY PROVIDED HEREIN, SELLER HEREBY DISCLAIMS ALL OTHER WARRANTIES, GUARANTEES OR CONDITIONS, EITHER EXPRESS OR IMPLIED, AS TO THE GOODS AND ANY OTHER MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, NON-INFRINGEMENT, AND WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

- 9. EQUIPMENT WARRANTY PERIOD:** Carter Intralogistics warrants that the Goods will be free from defects in material and workmanship for a period of twelve (12) months from: (a) the final delivery date of all Goods included within the order where Carter Intralogistics is not installing the Goods; or (b) the earlier to occur of first Beneficial Use of the Goods or final acceptance testing where Carter Intralogistics is installing the Goods. "Beneficial Use" means usage of the Goods by Purchaser for operational purposes. No express or implied warranty is provided on Purchaser's existing equipment.
- 10. PARTS WARRANTY PERIOD:** Warranty for parts is limited to twelve (12) months from installation of parts. In no case will parts be warranted beyond the twelve (12) month period, unless a longer period is provided by the manufacturer of said parts. If the manufacturer of said parts has a shorter warranty period, Carter Intralogistics will apply manufacturer's warranty period to said parts. If parts are replaced by Purchaser, Purchaser shall return the failed components to Carter Intralogistics at its sole cost.
- 11. WARRANTY REMEDY:**
- 11.1** Subject to the limitations of liability outlined in Section 6 above, and the warranty provisions in Sections 8, 9, and 10, the sole and exclusive warranty remedy is limited to Seller repairing and/or replacing the affected non-conforming, non-consumable equipment or part(s), or to refunding the price for said equipment or part(s), solely at Seller's option.
- 11.2** In the case of a Major Failure, Seller, at its own cost, will provide labor and materials to correct the Major Failure. "Major Failure" means a failure of the Goods that cannot be corrected by (a) replacement parts; (b) modification by Purchaser; or (c) remote correction by Seller. If the Major Failure is not covered by Seller's warranty, any remedial work by Seller shall be at Purchaser's cost for parts, labor, travel, and other expenses associated with the remedial actions. Purchaser will provide Seller access to VPN (virtual private network) or other communication protocol to perform remote troubleshooting and repair of any software or programming related issues that may occur during the warranty period.
- 11.3 Seller will have no obligation to remedy defects unless, within thirty (30) days of the end of the applicable warranty periods set forth in Sections 9 and 10 above, Purchaser gives Seller written notice of its claim.**
- 12. RETURNED GOODS POLICY:** No Goods may be returned to Seller without the express written approval from Seller in the form of a Return Material Authorization ("RMA"). Goods returned without referencing an RMA will be rejected and returned to the Purchaser at the Purchaser's expense. Returned items must be sent to the Seller location as specified in the RMA. All requests to return Goods must be made within thirty (30) days of Purchaser's receipt of the Goods, and failure to file such a request within the thirty (30) day period shall constitute unqualified acceptance of the Goods. No RMA's will be issued for Goods held more than thirty (30) days. Goods must then be returned and received back to Seller within thirty (30) days (sixty (60) days for international Purchasers) of the issuance of the RMA in order to receive a credit. Standard Seller stocked items will be credited for the payments paid by Purchaser, less a restocking/processing fee of up to 30%, once they have been received by Seller and inspected to be in good, unused condition. All freight and shipping costs to return the Goods will be the responsibility of Buyer. **Special-order parts or made-to-order assemblies are not returnable.**
- 13. TECHNICAL DATA:** Purchaser agrees that Seller exclusively owns all rights, title and interest in and to all of Seller's patents and patent applications, trademarks, service marks, logos, trade names, domain names and copyrights (together with all inventions, discoveries, techniques, processes, methods, formulae, designs, trade secrets, know-how, ideas, drawings, specifications, operating instructions, engineering documents, business and technical data and information, computer programs, and all other intellectual property and proprietary rights) (the "Intellectual Property"), and the Intellectual Property shall be used only for the purpose of evaluating the Seller proposal or, if the Goods are purchased, for the installation, operation, and maintenance of the installation for which the Goods were purchased. Purchaser shall not hold itself out as having any right, title to, or interest in the Intellectual Property, other than the rights granted under these Terms and Conditions. Purchaser shall not contest and shall not assist any third party to contest Seller's rights to the Intellectual Property. Purchaser shall not take any action or omit to take any action likely to jeopardize the validity of the Intellectual Property. If any drawings are furnished with a proposal, they are approximate and submitted only to show general style, arrangement and approximate dimensions of machinery offered. Order-specific documentation (machinery plans, foundation and electrical drawings, and machinery-specific supporting documentation/manuals) will be furnished where required after the acceptance of such proposal. No work is to be based on preliminary proposal drawings. Any and all Intellectual Property should remain solely in the possession of the Purchaser

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and should not be provided, either manually or electronically, to any third party without the express written consent of Seller. Any and all such Intellectual Property, in any form, shall be considered Seller's Confidential Information.

14. SOFTWARE LICENSING:

14.1 Subject to terms and conditions of each order acknowledgment, Seller grants to Purchaser, if applicable: (i) a nonexclusive, nontransferable, single site, single application license solely to use the object code of Seller's proprietary software included in the Goods, including embedded machine controls software ("**Proprietary Software**"), and associated documentation solely for Purchaser's own internal business use, and to make a backup and archival copy as reasonably deemed necessary by Purchaser, provided that Seller's copyright and other proprietary notices are reproduced in such copies; (ii) with the prior written consent of Seller, the limited right to modify (and permit third parties under an obligation of confidentiality to modify for Purchaser) for use with the Goods provided by Seller (a) machine control software for maintenance and support purposes, and (b) programmable logic controls to implement specific functions or instructions.

14.2 Purchaser shall not (i) copy, rent, lease, re-sell or transfer the Proprietary Software to any third party, including as part of the transfer of the associated equipment, or provide service bureau services to or on behalf of any third party using Proprietary Software; or (ii) modify, prepare derivative works from, decompile, disassemble or otherwise reverse engineer the Proprietary Software without Seller's prior written approval. A violation hereof shall void all license rights associated with the Proprietary Software.

14.3 The license granted in this Section 14 does not include the right to access or use the Proprietary Software source code. Each copy of the Proprietary Software provided under this license may be used only (i) at the Purchaser's worksite and (ii) with the Goods on which the Proprietary Software was originally installed.

14.4 The term of this license commences upon first Beneficial Use of the Goods and continues as long as Purchaser continues to use the equipment on which the Proprietary Software was installed and otherwise complies with these Terms and Conditions. If Purchaser ceases to use the Goods on which the Proprietary Software was originally installed (or any replacement equipment approved by Seller) or violates these Terms and Conditions and fails to remedy the violation within fifteen (15) days after notice by Seller, this license may be terminated by Seller by written notice to Purchaser. Upon termination, Purchaser shall return Proprietary Software and all copies of it, all related devices and documentation to Seller. Seller has data rights to collect any and all data produced by and related to the software, operating system, GUI, HMI, and operator interface through voice, production data, maintenance procedures and scheduling peripheral functions, solely for the purpose of troubleshooting, quality control, bug fixes, enhancements, preventative maintenance, and improvements. All data collected will be stored on a secured server with no reference to the specific Purchaser, location, employee data, or any relevant information that can be used against Seller or Purchaser.

15. CONFIDENTIALITY: Purchaser agrees that it shall keep strictly confidential all information regarding Seller that Purchaser receives as a result of its dealings with Carter Intralogistics (the "**Confidential Information**"), and Purchaser will disclose such information only to those of its officers or employees who need to know such information and shall advise such officers and employees of the confidential nature of such information and the restrictions on its use. Purchaser shall not make or permit the disclosure, release or publication of any Confidential Information to any other person or use such information for the benefit of any other person (especially, but not limited to, competitors of Seller). Confidential Information shall include, but not be limited to, Goods, materials, drawings, specifications, operating instructions, engineering documents, tooling, molds, packaging, designs, formulas, business plans, financial projections, strategic plans, organizational structure, merchandising strategies, marketing or promotional strategies, the scope or terms of any engagement, prices, and/or quantities purchased, and any and all pricing information of any kind. Purchaser agrees that Confidential Information is proprietary to Seller. The foregoing restrictions shall not apply to any such information to the extent that such information: (a) is or becomes generally known and available to the public (other than as a result of a disclosure by or negligence of Purchaser); (b) was made known to Purchaser, prior to the date hereof, by sources not subject to confidentiality obligations to Seller; or (c) is required to be disclosed pursuant to subpoena or other legal process, provided that Purchaser shall have given Seller reasonable prior notice of such proposed disclosure so that Seller may seek a protective order with respect to the use and disclosure of such information in such proceeding. The requirements of this Section 15 shall continue as long as the Confidential Information is confidential or proprietary in nature. Purchaser shall treat all Confidential Information with at least the same care as it treats its own confidential information, but in no event shall Purchaser exercise less than reasonable care. Upon completion, cancellation or termination of the order, Purchaser shall return to Seller all Confidential Information, including any copies thereof made by Purchaser. Purchaser acknowledges and agrees that any breach of any of its confidentiality obligations herein may be detrimental to the business interests of Seller, and Seller shall be entitled to injunctive relief, as well as to recovery of actual and punitive damages, costs, and expenses, including, but not limited to, reasonable attorneys' fees and expenses, arising as a result of any such breach. **Notwithstanding any other provision of these Terms and Conditions, Carter Intralogistics shall have the right to seek a temporary restraining order, preliminary injunction and/or any other equitable or provisional remedy to enforce the provisions of this Section.**

16. INSURANCE: Purchaser shall, at its own expense, maintain in full force and effect (i) all-risk property insurance providing coverage not less than full replacement cost value; (ii) commercial general liability insurance (including product liability), including contractual liability coverage for Purchaser's indemnity obligations under these Terms and Conditions, in a sum no less than a minimum combined single limit of liability at least \$5,000,000; and (iii) worker's compensation and similar insurances offering statutory coverage and containing statutory limits and employer's liability insurance. Upon Seller's request, Purchaser shall provide Seller with a certificate of insurance from its insurer evidencing the insurance coverage specified in these Terms and Conditions.

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- 17. WORKSITE CONDITIONS:** If installation is included as part of the Goods, Purchaser shall be responsible for all building and worksite conditions as listed below or as more specifically set forth in the order acknowledgment at Purchaser's expense. Any building modifications required to support or accommodate the installation of the Goods is the responsibility of Purchaser. Purchaser will ensure that (a) the building is substantially complete, enclosed, dry, covered, and has temperature adequate to maintain ambient between 45 and 85 degrees Fahrenheit; (b) adequate lighting is available and operational; (c) electrical is properly grounded and 120 VAC, 60HZ, single phase power is available and operational with adequate amperage; (d) if floors are to be sealed, sealing is complete and cured; (e) clear and permanent floor space is available to receive, stage, store and pre-assemble the Goods within 50 feet of the receiving dock; (f) paved permanent exterior delivery access is available with access to sufficient dock doors with secured dock leveler/portable fork truck ramps for use by Seller, unless otherwise agreed upon as "Greenfield"; (g) the building is secure; and (h) any additional requirements set forth in the quotation and order acknowledgement are complete. If required, adequate interior space will be allocated for an office space, or a dock location will be available for a job trailer exclusively for Seller's use. Purchaser will provide a secure location for Seller to store its equipment and tools within the facility. Seller's work shall not include removal or relocation of hazardous materials, and if Seller encounters such at the worksite, Purchaser will promptly remove at Purchaser's expense. Unless otherwise specifically agreed to by the parties, the Goods are designed to operate in a dry and temperature-controlled environment between 45 degrees and 85 degrees Fahrenheit at 40% humidity. Purchaser is responsible for maintaining such environmental conditions during installation and thereafter. Any adjustment to the contract price or project schedule due to building worksite conditions will be addressed as a change order.
- 18. FORCE MAJEURE:** If Seller's ability to perform its obligations to Purchaser is limited, delayed, or prevented in whole or in part by any event or condition not reasonably within the control of Seller or its suppliers, including, but not limited to, acts of God, war, civil strife, labor unrest, transportation delays, pandemics, local, state, or federal declared emergencies, or by any law, rule, regulation, order, or any other action of any public authority, Seller shall be excused, discharged, and released of performance to the extent such performance is so limited, delayed, or prevented, without liability of any kind. In the event of any such delay, the date of shipment shall be extended for a period equal to the time lost by reason of the delay.
- 19. CHOICE OF LAW AND ARBITRATION:** The validity, construction, and performance of these Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Maryland, U.S.A., without reference to choice of law principles. Any and all questions, differences, controversies, claims, or disputes arising out of or in connection with these Terms and Conditions or the performance, enforcement, breach, termination, or validity thereof, shall be finally settled by arbitration in Frederick County, Maryland, U.S.A., conducted in the English language by three (3) independent and impartial arbitrators administered by the American Arbitration Association, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof; *provided, however*, that if Purchaser is located outside of the United States, Seller shall, in its sole discretion, have the unilateral option to pursue arbitration in an international arbitration court located in the country of Purchaser. Each party shall choose one arbitrator, and the third shall be chosen by the other two arbitrators. Any arbitration decision shall be final and non-appealable. The basis for the arbitrators' decision shall be based solely on these Terms and Conditions and any documents incorporated thereby. If the Purchaser is located in the United States, the rules of the American Arbitration Association shall apply. If the Purchaser is located outside of the United States, the American Arbitration Association Rules on International Dispute Resolution Procedure shall apply to the arbitration. The provisions of this paragraph, however, will not prevent or limit either party's right to apply to a court of competent jurisdiction for a temporary restraining order, preliminary or permanent injunction, or other similar equitable relief. Subject to the arbitration provision herein, each of the parties irrevocably consents to the exclusive jurisdiction and venue of the federal and state courts located in Frederick County, Maryland, in any action relating hereto or to the subject matter hereof. In the event any provision hereof shall be held by a tribunal of competent jurisdiction to be contrary to law, the remaining provisions of these Terms and Conditions shall remain in full force and effect.
- 20. ATTORNEYS' FEES:** Purchaser shall reimburse Seller for any and all attorneys' fees arising from or related to enforcement of these Terms and Conditions, including, but not limited to, attorneys' fees arising from any collection efforts for past due amounts owed to Seller by Purchaser.
- 21. ASSIGNMENT:** Purchaser shall not delegate its performance or assign or transfer its rights or obligations under these Terms and Conditions without express written consent of Seller.
- 22. WAIVER; SEVERABILITY:** No provision hereof and no breach of any provision hereof will be deemed waived by reason of any previous waiver of such provision or of any breach thereof or failure of Seller to enforce any such terms or exercise any right hereunder. If any provision of these Terms and Conditions should be held invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected.
- 23. SURVIVAL:** Provisions of these Terms and Conditions which, by their nature, should apply beyond their terms will remain in force after any termination or expiration hereof, including, but not limited to, the following provisions: Indemnification, Limitation of Liability, Technical Data, Confidentiality, Choice of Law and Arbitration, Attorneys' Fees, and Survival.
- 24. AMENDMENTS:** These Terms and Conditions shall be subject to further amendments or rescission made by Carter Intralogistics without notice to Purchaser, and a valid version is always available on Seller's website at www.carterintralogistics.com.