

## GENERAL TERMS AND CONDITIONS OF PURCHASE (SERVICES)

### I. Scope of Application

- A. Maxitrol Company and its divisions (collectively, “**Maxitrol**”) shall purchase certain services and deliverables provided in connection therewith (the “**Deliverables**” and, together with such services, the “**Services**”) from the contractor offering such Services (“**Contractor**”) pursuant to an Order (as defined below) and these General Terms and Conditions of Purchase (these “**General Conditions**”). These General Conditions shall control all purchases of Services, and Contractor expressly agrees to all of the terms and conditions contained in these General Conditions. Maxitrol rejects any additional or differing terms and conditions, whether from Contractor or otherwise, shall be of no force or effect, it being acknowledged and agreed that deviation from these General Conditions for the purchase of Services from Contractor shall not be applicable, even if Contractor refers to its own terms and conditions in an Order or in its service documents.
- B. Maxitrol must agree to all deviations from these General Conditions in writing signed by a duly authorized representative of Maxitrol.

### II. Engagement; Change Orders

- A. Maxitrol shall engage Contractor, on a non-exclusive basis, to perform Services pursuant to the terms of an order, as agreed upon and executed by the parties in writing and which contains the following information: (i) a description of the Services, (ii) the Price (as defined below) and (ii) the required date(s) of performance for the Services (an “**Order**”). If any services, functions, or responsibilities not specifically described in these General Conditions or an Order are an inherent or necessary part of the Services or are required for the proper performance of the Services, such services, functions, or responsibilities shall be deemed to be implied by and included within the scope of the Services to the same extent as if specifically described in these General Conditions or an Order.
- B. Maxitrol may, from time to time, by written notice to Contractor, make changes to the Services or the conditions under which or the location where the Services are to be performed, or may increase or decrease the Services to be performed. Upon receipt of such notice, Contractor shall proceed with the performance of the Services, as changed; provided, that, if such changes increase or decrease either the cost or time required to perform the Services, then the parties will mutually agree to an equitable adjustment to the Price and/or the time required to perform the Services. Any such change to an Order shall be in writing, shall define the extent of the change, the modified Price or basis of pricing the change, the impact of the change on the deadline or period of performance, and shall be signed by duly authorized representatives of the parties.

### III. Price and Terms of Payment

- A. As full compensation for the Services, Maxitrol shall pay Contractor the price set forth in an Order (the “**Price**”). The Price shall be net. For the avoidance of doubt, Contractor shall be responsible for all government fees and all taxes owed in connection with an Order (including, but not limited to sales tax, excise tax, and other government assessments, but excluding taxes imposed on the income of Maxitrol). All Prices are quoted and shall be payable in U.S. Dollars.
- B. Contractor shall issue an invoice for Services after performance of the applicable Services to the address identified for receipt of invoices in the applicable Order. Payments by Maxitrol shall be due thirty (30) days after receipt by Maxitrol of the applicable invoice; provided, that, if Maxitrol pays an invoice within two (2) weeks after receipt by Maxitrol of the applicable invoice, the amount due under such invoice shall be discounted by three percent (3%).
- C. Contractor shall separately set forth sales tax in the Order and in its invoices, if applicable.
- D. Notwithstanding the foregoing, if any portion of an invoice is disputed, Maxitrol shall pay the undisputed portion according to its terms. Maxitrol shall provide written notice of any such dispute (a “**Dispute Notice**”) within thirty (30) days after the invoice date. The Parties agree to use commercially reasonable efforts to resolve the disputed portion of such invoice within thirty (30) days after Maxitrol’s receipt of the Dispute Notice (the “**Dispute Period**”). No penalties, late fees, or interest will be charged with respect to amounts disputed by Maxitrol in good faith in accordance with the provisions of this Section III.D. during the Dispute Period.
- E. Maxitrol shall be entitled to withhold, reduce, or offset payments due to Contractor against payments or other liabilities due to Maxitrol under the terms of these General Conditions, including, but not limited to, in respect of Contractor’s breach of these General Conditions or an Order.

### IV. Time of Performance

- A. Contractor shall perform the Services at the location specified in the applicable Order (the “**Services Location**”).
- B. Time is of the essence for all deadlines and periods of performance identified in an Order. Contractor shall perform the Services in strict conformity with the deadlines and periods of performance identified in an Order. If necessary to meet the deadlines and periods of performance identified in an Order, Contractor shall use faster means of performance at its sole cost and expense. Contractor shall immediately inform Maxitrol if it becomes aware of circumstances that may jeopardize its compliance with the applicable Order and these General Conditions. Maxitrol reserves the right to cancel an Order if Services are not performed in strict conformity with the deadlines and periods of performance specified in the applicable Order and these General Conditions. Furthermore, in addition to all other rights and remedies provided under these General Conditions or applicable law: (i) Maxitrol shall be entitled to cancel the applicable Order; (ii) Contractor shall pay to Maxitrol liquidated damages in the amount of twenty-five percent (25%) of the total Price applicable to such Order.

## V. Inspection and Quality; Acceptance and Rejection

- A. Delivered Products are subject to inspection and acceptance or rejection by Maxitrol. Maxitrol shall inspect the Products at the Delivery Point, or elsewhere as determined by Maxitrol. Maxitrol's standard test procedures shall be the criteria for inspection and acceptance or rejection, unless other specific procedures have been specified in the applicable Order. Maxitrol may charge Supplier for the cost of inspecting Products that Maxitrol rejects.
- B. Maxitrol shall have thirty (30) days after delivery of the Products to inspect and either accept or reject the Products for any patent defects. If Maxitrol wishes to reject the Products for any patent defects, Maxitrol shall provide Supplier notice in writing no later than (30) days after delivery of the Products. The Products shall be deemed accepted if such notice is not delivered to Maxitrol within such thirty (30) day period. If more than one percent (1%) of the delivered Products are defective, Maxitrol may, in its sole discretion, either: (i) reject in total the delivered Products or; (ii) sort out the defective Products, at Supplier's cost and expense, and reject the defective Products and accept the non-defective Products.

## V. Inspection and Acceptance.

- A. The Services are subject to inspection and acceptance or rejection by Maxitrol. Maxitrol shall inspect the Services at the Services Location, or elsewhere as determined by Maxitrol. Maxitrol's standard test procedures shall be the criteria for inspection and acceptance or rejection, unless other specific procedures have been specified in the applicable Order. Maxitrol may charge Contractor for the cost of inspecting goods that Maxitrol rejects.
- B. Maxitrol shall have thirty (30) days after performance of the applicable Services to inspect and either accept or reject the Services for any patent defects. If Maxitrol wishes to reject the Services for any patent defects, Maxitrol shall provide Contractor notice in writing no later than (30) days after performance of the Services. The Services shall be deemed accepted if such notice is not delivered to Maxitrol within such thirty (30) day period. For any latent defects, Maxitrol shall have the available remedies as stated above, within (30) days after discovery of the latent defect.
- C. If Maxitrol rejects the Services in accordance with the foregoing procedures, Contractor shall, within fifteen (15) days after delivery of such notice, at its sole cost and expense, but in Maxitrol's sole discretion: (i) re-perform the Services or; or (ii) refund and pay to Maxitrol the sum of (a) any amounts paid by Maxitrol to Contractor for such defective Services, and (b) the difference between the amount Maxitrol pays a third party for substitute, non-defective services substantially similar to the Services and the amount Maxitrol paid or would have paid Contractor for such defective Services.
- D. Any acceptance of the Services made by Maxitrol under this Section V. shall not limit or be deemed to modify or waive in any manner Maxitrol's right to bring a warranty claim in accordance with these General Conditions. Acceptance or rejection of the Services is in addition to all other rights and remedies provided under these General Conditions or applicable law.

## VI. Warranty

- A. Contractor represents and warrants:
  - a. the Services will be performed in a good and workmanlike manner;
  - b. the Services will be performed in a timely, professional, diligent basis, including, but not limited to, in accordance with Section IV.;
  - c. Contractor's Personnel (as defined below) shall be well qualified, with all applicable technical and professional expertise to perform the Services;
  - d. the Services comply with all requirements, specifications, drawings, technical data, or other descriptions set forth in the Order and these General Conditions;
  - e. any Deliverables are free from defects in material and workmanship;
  - f. neither the Work Product (as defined below) nor the Contractor Materials (as defined below) contain any software, hardware, or other technologies, devices, or means, the purpose or effect of which is to permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm in any manner the computers, networks, environments, systems, infrastructure, software, firmware, or hardware of Maxitrol, including, but not limited to, any back door, drop dead device, ransomware, time bomb, Trojan horse, virus, or worm;
  - g. the Services do not infringe, misappropriate, or otherwise violate the intellectual or industrial property rights of any third party;
  - h. Contractor owns all right, title, and interest in and to the Deliverables free and clear of all liens, encumbrances, and other restrictions of any kind or nature, and Contractor shall transfer title to the Deliverables to Maxitrol free and clear of all liens, encumbrances, and other restrictions of any kind or nature;
  - i. Contractor shall comply with all laws, regulations, and other governmental rules applicable to the Services and its performance of the Services;
  - j. the Services comply with all industry standard practices and safety standards;
  - k. the Services are fit for their intended purposes; and
  - l. the Services do not otherwise lack any warranted qualities.
- B. The foregoing representations and warranties shall survive for a period of twelve (12) months after performance of the Services, unless applicable law provides for a longer warranty period. To make a warranty claim, Maxitrol shall provide Contractor with notice within such twelve (12) month period. The statute of limitations with respect to any such warranty claim shall be suspended for the period of time commencing on the date Maxitrol gives notice to Contractor about any breach under the foregoing warranties. Within fifteen (15) days after delivery of such notice, Contractor shall, at its sole cost and expense, but in Maxitrol's sole discretion: (i) re-perform the Services in a manner that complies with the foregoing warranties; or (ii) refund and pay to Maxitrol the sum of (a) any amounts paid by Maxitrol to Contractor for such non-conforming Services, and (b) the

difference between the amount Maxitrol pays a third party for substitute, conforming services substantially similar to the Services and the amount Maxitrol paid or would have paid Contractor for such non-conforming Services.

- C. Notwithstanding anything to the contrary set forth in Contractor's service documents, Maxitrol expressly rejects any warranty terms proposed by Contractor that are less advantageous to Maxitrol than those set forth in these General Conditions, even if set forth in Contractor's, and such warranty terms shall not apply to any Order or the Services.
- D. The foregoing warranties and remedies are in addition to all other rights and remedies provided under these General Conditions or applicable law.

#### VII. General Indemnification.

- A. Contractor shall defend, indemnify, and hold Maxitrol harmless from and against any and all third-party claims, damages, and expenses (including reasonable attorney fees) under theories of tort, product liability, negligence (ordinary or gross), warranty, contract, statute, or otherwise, arising out of or relating to: (i) the use, dissemination, or other disposition of the Services; or (ii) Contractor's breach of or failure to comply with any term or provision of these General Conditions.
- B. The foregoing indemnification rights are in addition to all other rights and remedies provided under these General Conditions or applicable law.

#### VIII. Limitation of Liability.

- A. **MAXITROL WILL IN NO EVENT BE LIABLE FOR ANY LOSS OF USE, REVENUE OR PROFIT, DIMINUTION IN VALUE OR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER MAXITROL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHERMORE, MAXITROL'S AGGREGATE LIABILITY WITH RESPECT TO ANY ORDER OR UNDER THESE GENERAL CONDITIONS, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WILL IN NO EVENT EXCEED THE PRICE ACTUALLY PAID BY MAXITROL FOR THE SPECIFIC SERVICES OUT OF WHICH SUCH LIABILITY IS CLAIMED TO ARISE.**

#### IX. Intellectual Property

- A. Maxitrol shall inform Contractor of allegations or claims that the Services may infringe, misappropriate, or otherwise violate the intellectual or industrial property rights of any third party. Contractor shall, in addition to all other rights and remedies provided under these General Conditions or applicable law, defend, indemnify, and hold Maxitrol harmless from and against any and all claims, damages, and expenses (including reasonable attorney fees) under theories of tort, product liability, negligence (ordinary or gross), warranty, contract, statute, or otherwise, arising out

of or relating to any such actual or alleged infringement, misappropriation, or other violation. Upon the occurrence of any such allegation or claim, Contractor shall, in the order of priority indicated below and at no additional cost to Maxitrol: (1) procure for Maxitrol the right to continue using the Services; (2) modify the Services so as to render them non-infringing but still functionally equivalent to the original Services, so long as such Services conform to Maxitrol's written specifications; (3) provide substitute non-infringing Services that are both functionally equivalent to the original Services and acceptable to Maxitrol, so long as such Services conform to Maxitrol's written specifications; or (4) refund to Maxitrol the amounts paid by Maxitrol for such infringing Services.

- B. The Services shall be the exclusive property of Maxitrol, and Maxitrol shall solely own any and all intellectual or industrial property rights covering such Services (including, but not limited to, all patents, copyrights, trademarks and trade secrets, and other proprietary rights and in any ideas, concepts, designs, inventions, and expressions embodied in or appurtenant to such Services) and any and all information, data, documents, renderings, code, and other materials (including, but not limited to, the Deliverables), whether tangible or intangible or intermediate, partial, or final, conceived, developed, authored, produced, reduced to practice, or otherwise acquired by Contractor for or relating to the performance of the Services or the intellectual or industrial property rights covering such Services (collectively, the "**Work Product**"). Ownership of the Work Product shall, and hereby does, inure to the benefit of Maxitrol from the date of conception, creation, reduction to practice, or fixation in a tangible medium of expression of the Work Product, as the case may be. All copyrightable aspects of the Work Product shall be considered "Work Made For Hire" as defined in §101 (1) of the 1976 Copyright Act, and all rights, title, and interest in and to such Work Product hereby is and shall be transferred to and vested in Maxitrol without any additional compensation to Contractor. Contractor shall provide any assistance necessary to give effect to such transfer. In the event that any Work Product does not qualify as "Work Made For Hire", Contractor, hereby irrevocably transfers, assigns, and conveys, and shall cause its employees and agents to irrevocably transfer, assign, and convey, all right, title, and interest in and to such Work Product to Maxitrol, at no cost to Maxitrol. Contractor agrees to execute all documents necessary to effectuate the foregoing. All such assignments shall include those relating to existing or prospective copyrights, patent rights, and all other intellectual or industrial property rights in any country.
- C. Contractor acknowledges and agrees that: (i) all patents, trademarks, copyrights, and other intellectual or industrial property rights of Maxitrol and all drawings, materials, specifications, designs, know-how, writings, and other data or information of any nature, whether written or oral, furnished, or otherwise made available by Maxitrol to Contractor in connection with an Order or these General Conditions (collectively, the "**Maxitrol Materials**") are and shall remain the exclusive property of Maxitrol; and (ii) Contractor shall not use the Maxitrol Materials other than to perform its obligations under an Order and these General Conditions. Maxitrol shall retain all right, title, and interest in and to such Maxitrol Materials and any and all intellectual or industrial property rights covering the Maxitrol Materials.



- D. Contractor will label, identify, maintain, and preserve the Maxitrol Materials in accordance with Maxitrol's instructions. Contractor shall immediately report any failure to label, identify, maintain, and preserve the Maxitrol Materials in accordance with Maxitrol's instructions. Contractor will dispose of the Maxitrol Materials only upon the request, and in accordance with the instructions, of an authorized Maxitrol representative. Contractor shall return any Maxitrol Materials immediately upon the request, and in accordance with the instructions, of an authorized Maxitrol representative. To the extent permitted by law, Contractor waives its right to object to the repossession of the Maxitrol Materials in the event Contractor is involved in bankruptcy, receivership, or other similar proceedings. Contractor shall not sell, lend, rent, encumber, pledge, lease, transfer, or otherwise use or dispose in any manner the Maxitrol Materials.
- E. Contractor shall defend, indemnify, and hold Maxitrol harmless from and against any and all claims, damages, and expenses (including reasonable attorney fees) under theories of tort, product liability, negligence (ordinary or gross), warranty, contract, statute, or otherwise, arising out of or relating to: (i) any misappropriation, misuse, infringement, or other violation of the Work Product or Maxitrol Materials; or (ii) loss of, damage to, or destruction of the Maxitrol Materials.
- F. To the extent any Contractor Materials are incorporated into the Work Product, Contractor hereby grants Maxitrol a royalty-free, fully-paid, perpetual, irrevocable, world-wide, non-exclusive, right and license to use, disclose, modify, reproduce, prepare derivative works, display, transmit, sell, offer for sale, distribute (including the right to sell, offer for sale and distribute through multiple tiers), make, have made, and otherwise make use of the Contractor Materials in connection with the Work Product. As used herein, "**Contractor Materials**" means any pre-existing materials or information or patents, trademarks, copyrights, and other intellectual or industrial property rights of Contractor.

**X. Confidentiality; Non-Solicitation**

- A. Contractor hereby agrees to: (i) protect and safeguard the confidentiality of the Confidential Information with at least the same degree of care as it would protect its own confidential information, but in no event with less than a commercially reasonable degree of care; (ii) not use the Confidential Information, or permit it to be accessed or used, for any purpose other than to perform its obligations under these General Conditions; and (iii) not disclose any such Confidential Information to any person or entity, except Contractor's employees, professional advisors, and agents who have a need to know the Confidential Information to assist Contractor, or act on its behalf, to perform its obligations under these General Conditions or the applicable Order. Notwithstanding the foregoing, Contractor may disclose the Confidential Information to the extent such disclosure is necessary by reason of legal requirements beyond the reasonable control of Contractor (in which case Contractor shall provide Maxitrol with written notice of such requirement, prior to any disclosure, to the extent reasonably practicable, or as soon thereafter as reasonably practicable, and cooperate with Maxitrol's efforts to limit such disclosure).

- B. Disclosure of Confidential Information by Maxitrol shall not constitute a grant of any license with respect to such Confidential Information or any intellectual property rights therein.
- C. As used herein, "**Confidential Information**" means any information that Maxitrol may disclose or make available to Contractor that is or should reasonably be considered confidential or proprietary information of Maxitrol, whether orally or in written, electronic, or other form of media, and whether or not marked, designated or otherwise identified as "confidential". Confidential Information shall not include information that, at the time of disclosure: (a) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of these General Conditions; (b) is or becomes available to Contractor on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such information; (c) was known by or in the possession of Contractor before being disclosed by or on behalf of Maxitrol; (d) was or is independently developed without reference to or use, in whole or in part, of any of Maxitrol's Confidential Information.
- D. Contractor acknowledges that, in the course of performing the Services, Contractor shall obtain knowledge of or access to employees of Maxitrol. Contractor agrees that, during the term of any Order and for a period of one (1) year thereafter, it will not, directly or indirectly, (i) solicit or induce, or attempt to solicit or induce, any employee, consultant, or representative of Maxitrol to leave its employment, consultancy, or representative relationship with Maxitrol, (ii) interfere with the relationship between Maxitrol, on the one hand, and any employee, consultant, or representative of Maxitrol, on the other hand, or (iii) knowingly employ or engage any person who was an employee, consultant, or representative of Maxitrol within the six (6) month period ending on the date of such contemplated employment or engagement. In the event of a breach of this Section X.D., Maxitrol shall be entitled to receive, as liquidated damages and not as a penalty, a sum equal to the annual cash compensation (which shall include salary and bonus) of the person hired or engaged or sought to be hired or engaged while that person was hired or engaged with Maxitrol, in addition to all other rights and remedies provided under these General Conditions or applicable law.

**XI. Termination**

- A. Maxitrol may terminate these General Conditions or an Order upon notice to Contractor:
  - a. for convenience;
  - b. if Contractor breaches any of the terms of the applicable Order or these General Conditions, including, but not limited to, failing to perform the Services in strict conformity with the deadlines and periods of performance identified in an Order; or
  - c. if any action is instituted by or against Contractor seeking the appointment of a trustee or receiver or the entry of an order for debtor's relief for Contractor.

- B. Upon receipt of notice to terminate an Order, Contractor immediately shall stop work under the Order and notify its subcontractors, if any, to do likewise. Upon receipt of notice to terminate these General Conditions, Contractor shall continue to perform under all outstanding Orders in accordance with their terms, such Orders shall continue in full force and effect until their expiration or termination, and these General Conditions shall continue apply thereto. Maxitrol's liability to Contractor under any terminated Order shall be limited to payment for the Services rendered prior to the effective date of termination that are accepted by Maxitrol. Contractor shall refund to Maxitrol any amounts prepaid by Maxitrol for any Services not so rendered and accepted. Upon expiration or termination of an Order or these General Conditions, Contractor shall: (i) deliver all Work Product developed by Contractor in the performance of the Services, whether completed or in progress; (ii) at Maxitrol's option and pursuant to Maxitrol's instructions, return or destroy all Confidential Information and Maxitrol Materials; and (iii) take such further action that Maxitrol may request to minimize delay and expense arising from such expiration or termination.
- C. If, as a result of breach or default in performance by Contractor, an Order is terminated and it is necessary for Maxitrol to procure Services from a third-party source, Contractor shall pay to Maxitrol the difference between the amount Maxitrol pays a third party for substitute services substantially similar to the Services and the amount Maxitrol paid or would have paid Contractor for such Services under the terminated Order.
- D. The foregoing rights are in addition to all other rights and remedies provided under these General Conditions or applicable law.
- E. Except as otherwise expressly set forth herein, notwithstanding the expiration or any termination of an Order or these General Conditions, terms which, by their nature, whether express or implied, should reasonably be expected to survive expiration or termination of an Order or these General Conditions shall survive and remain in effect in accordance with their terms.

## **XII. Personnel**

- A. All employees, agents, consultants, or subcontractors of Contractor (its "**Personnel**") furnished by Contractor shall be subject to acceptance by Maxitrol. Contractor shall not, without the prior written consent of Maxitrol, reassign, remove, or replace any Personnel prior to the completion of all Services under the applicable Order. Furthermore, upon the reasonable request of Maxitrol, Contractor shall remove any of its Personnel from the provision of Services hereunder.
- B. Contractor acknowledges and agrees that: (i) Contractor is an independent contractor of Maxitrol, and under no circumstances shall it be, or be deemed to be, a partner, agent, servant, distributor, or employee of Maxitrol in its performance under the Order; (ii) all Personnel used by Contractor shall be Contractor's employees, servants, or agents, and the entire management, direction, and control of all such Personnel shall be exclusively vested with Contractor; and (iii) Contractor has no authority to act for, bind, or obligate Maxitrol. Contractor further agrees to comply with all requirements of Federal and State laws and

and regulations, including, but not limited to, all Federal and State laws and regulations relating to labor, workers compensation, wages and hours, unemployment compensation or insurance, OSHA, old age benefits, and any and all other Social Security laws, laws concerning the payment of payroll taxes, and laws concerning the qualification of foreign entities to do business and engage in the work involved under the Order.

- C. Contractor shall defend, indemnify, and hold Maxitrol harmless from and against any and all claims, damages, and expenses (including reasonable attorney fees) under theories of tort, product liability, negligence (ordinary or gross), warranty, contract, statute, or otherwise, arising out of or relating to damage to property or personal injury, (including death) which may be sustained by Contractor, its employees or Maxitrol's employees, or third persons or employees of third persons, or members of the general public, arising out of or in any way connected with the Services.
- D. Contractor shall be responsible for the health and safety of its Personnel while present at Maxitrol's premises or the premises of one of its customers. Contractor shall comply with all applicable Laws relating to health and safety. Contractor shall ensure that its Personnel at Maxitrol's premises or the premises of one of its customers comply with all of the regulations and directives of Maxitrol with respect to safety, security, entrances, parking areas, sanitation, and other similar provisions. Contractor shall ensure that it and its Personnel comply with all other policies, regulations, and directives of Maxitrol, as those policies, regulations, and directives may be revised from time-to-time.
- E. Contractor shall maintain adequate insurance that will protect Maxitrol from all claims that may arise out of Contractor's performance of the Services. Such insurance policies shall be primary and non-contributing with respect to any other similar insurance policies available to Maxitrol. All such policies shall include Maxitrol as a named additional insured. All such policies shall provide a waiver of subrogation in favor of Maxitrol. Contractor shall furnish to Maxitrol certificates evidencing the required insurance coverage prior to commencement of the Services. Without limiting the generality of the foregoing, the insurance required under this Section XII.E. shall be written for not less than the following (or such greater amount as required by law):

## **XIII. General**

- A. Except with the prior written consent by Maxitrol, Contractor shall not assign to any third party any Order, these General Conditions, or any other rights arising from its business relation with Maxitrol or any claims it may have against Maxitrol.
- B. In the event that one or more provisions of these General Conditions should be held invalid or unenforceable by a court of competent jurisdiction, the validity and enforceability of the remaining provisions shall not be affected, and such invalidity or unenforceability shall be construed as narrowly as legally permissible.
- C. All headlines contained in these General Conditions are for reference purposes only and are not part of these General Conditions.

- D. In the event that any government entity or agency requests that Maxitrol provide information or documents regarding the Services, including with respect to the safety of the Services, Contractor shall cooperate with Maxitrol with respect to such request, furnish to Maxitrol all information requested by Maxitrol with respect to such request, and permit Maxitrol to inspect all applicable documentation of Contractor.
- E. These General Conditions shall be governed by, construed, and enforced exclusively under the laws of the State of Michigan without regard to rules pertaining to conflicts of law. The federal, state, and local courts located in Oakland County, Michigan shall have exclusive jurisdiction over the parties and the claims arising under or related to these General Conditions. Maxitrol and Contractor irrevocably waive any right to trial by jury in any legal action or proceeding in relation to these General Conditions and any Order and for any counterclaim therein.
- F. Maxitrol shall not be liable for its failure to comply with the terms of any Order or these General Conditions to the extent such failure is caused, in whole or in part, in Maxitrol's opinion, by: (i) any foreign or domestic embargoes, seizures, acts of God, insurrections, war, pandemic, epidemic, or the adoption or enactment of any law, tariff, ordinance, regulation, ruling, or order; (ii) the lack of usual means of transportation, the lack of usual means of supply, fires, floods, explosions, strikes, or any other accidents, contingencies, or events at Maxitrol or its supplier's or customer's plant or elsewhere; (iii) shortages of raw materials or labor; (iv) delays by Contractor in performing the Services, in furnishing or accepting requested specifications, information, or otherwise; or (v) the failure of Maxitrol's suppliers or customers to perform; in each case whether or not beyond Maxitrol's control (each, a **"Force Majeure Event"**). Any failure by Maxitrol to comply with the terms of any Order or these General Conditions caused by a Force Majeure Event shall not be considered a breach thereof. Upon the occurrence of a Force Majeure Event resulting in a failure by Maxitrol to comply with the terms of any Order or these General Conditions, Maxitrol may, in its sole discretion, terminate the Order impacted by such Force Majeure Event, or delay performance under the Order (or any portion thereof) impacted by such Force Majeure Event for any reasonable period of time, during which time such Order shall remain in full force and effect. Maxitrol shall notify Contractor within a commercially reasonable period of time after the occurrence of a Force Majeure Event and as to whether it has terminated the Order (or any portion thereof) impacted by such Force Majeure Event, or delayed performance under the Order (or any portion thereof) impacted by such Force Majeure Event.
- G. Except with the prior written consent of Maxitrol, neither Contractor nor any of its affiliated companies are entitled to use Maxitrol's names or trademarks or any elements or derivations thereof.
- H. Subject to Section II.B., any changes, amendments, or modifications to these General Conditions or to any Order shall be invalid unless made in writing and signed by duly authorized representatives of Maxitrol and Contractor. Notwithstanding the foregoing, any clerical errors made by Maxitrol in an Order are subject to change upon notice to Contractor from Maxitrol, in Maxitrol's sole discretion.
- I. Each Order and these General Conditions are for the benefit of Maxitrol and Contractor only, except all disclaimers and limitations applicable to Maxitrol shall be also for the benefit of Maxitrol's affiliates, agents, employees, contractors, and suppliers, and customers. If any other provisions of any Order and these General Conditions are determined to apply to third parties, all other provisions including limitations, waivers, and disclaimers shall also apply.
- J. If any authorization or certificate by a public authority or any third party is needed by Contractor for its performance of the Services, Contractor is exclusively responsible for obtaining such authorization or certificate.
- K. All notices, requests, and other communications required or permitted hereunder shall be in writing and shall be deemed to have been received by a party when actually received in the case of hand delivery, on the next business day following the date on which it was sent by overnight courier, properly addressed and prepaid or five (5) business days after mailing by first class mail, postage prepaid, to the recipient party at its respective address set forth on the applicable Order (or to such other address as a party may designate in writing in accordance with this Section XIII.K.), on the date sent by email (with confirmation of transmission) if sent during normal business hours of the recipient, or on the next business day if sent by email after normal business hours of the recipient, to the email address set forth on the applicable Order.
- L. These General Conditions, together with each Order, are a final, complete, and exclusive statement of the agreement of the parties with respect to the subject matter hereof and thereof. These General Conditions, together with each Order, supersede all previous quotations and agreements pertaining to the Services to be performed under such Order. Any other agreement, terms, conditions, or provisions (whether or not containing terms or conditions modifying, adding to, or inconsistent with these General Conditions), may be accepted or approved by Maxitrol, but any resulting agreement or Order and the liabilities or obligations of Maxitrol shall be determined solely by these General Conditions and the applicable Order without regard to such other agreement, terms, conditions, or provisions. Maxitrol shall not be deemed to have in any way enlarged or modified its liabilities or obligations under the applicable Order or these General Conditions by accepting or approving such Order or by failing to further object to such other agreement, terms, conditions, or provisions.
- M. All rights granted to Maxitrol and all limitations in favor of Maxitrol in these General Conditions and by law are cumulative.