



**SUPERIOR DIE SET CORP.  
TERMS AND CONDITIONS FOR THE SALE OF PRODUCTS**

**1. APPLICABILITY.**

- a. These terms and conditions for the sale of products (these “**Terms of Sale**”) are the only terms and conditions which govern the sale of finished goods, equipment, parts, materials, products to be manufactured and/or supplied (each, a “**Product**” and collectively, the “**Products**”) by SUPERIOR DIE SET CORP., a Wisconsin corporation (“**Seller**”) to any buyer that submits an order to Seller, whether or not identified on the face hereof, in any quotation or confirmation of sale issued by Seller, or otherwise (“**Buyer**”). Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Products covered by these Terms of Sale, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms of Sale.
- b. Any accompanying quotations or confirmations of sale issued by Seller, and any other document or agreement referred to herein (together with these Terms of Sale, collectively referred to as this “**Agreement**”) comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. This Agreement prevails over any of Buyer’s general terms and conditions of purchase regardless of whether or when Buyer has submitted its Purchase Order or such terms. Fulfillment of Buyer’s Purchase Order does not constitute acceptance of any of Buyer’s terms and conditions and does not serve to modify or amend this Agreement.

2. **PURCHASE ORDERS.** Any order (each a “**Purchase Order**”) submitted by Buyer must include a description of the type and quantity of Products ordered. Each Purchase Order constitutes a commitment by Buyer to purchase the Products described therein in accordance with the terms and conditions of this Agreement. Seller shall have the right to reject any Purchase Order if, in its reasonable judgment, it will be unable to supply the requested Products, meet any requested delivery dates, or for any other reason deemed justifiable by Seller. Buyer may not cancel, change or amend a Purchase Order issued to Seller without Seller’s prior written consent. The pre-printed or standard terms and conditions contained in any Purchase Order which are inconsistent with this Agreement shall not apply.

**3. PRICE; TAXES.**

- a. Standard Products. All prices for Products are stated and payable in U.S. Dollars. Any price for standard, non-custom Products quoted by Seller on the face hereof or in any separate document shall be good only for a period of thirty (30) days or such other time period stated in Seller’s quote. Thereafter, the price for standard, non-custom Products sold hereunder shall be Seller’s price in effect as of the date Seller accepts Buyer’s Purchase Order.
- b. Non-Standard or Custom-Made Products. The price for any non-standard or custom-made Product shall be the price quoted by Seller as of the date Seller accepts Buyer’s Purchase Order.
- c. Taxes. The price for Products does not include any foreign, federal, state or local sales, use, value-added or VAT, excise or other similar taxes or any tariffs, duties, custom charges, or other charges imposed on or measured by the use or sale of the Products (collectively, “**Taxes**”). Buyer shall pay, and reimburse Seller if it pays, any and all Taxes, except for those based on Seller’s income. If Seller is required by any governmental authority or agency to collect and pay any Taxes on Buyer’s behalf, Seller may invoice Buyer for such amounts, which Buyer shall pay in accordance with the terms of this Agreement. Tax-exempt certificates must accompany any order to which the same applies.

4. **PAYMENT TERMS.** Payment is due in accordance with the applicable (established) terms offered to the Buyer, after completion of a credit application, but in no event later than 30 days from the invoice date. Buyers located outside the United States and Canada must pay for the order in full prior to commencement by Seller of accepted Purchase Orders. All prices are stated and payable in US Dollars. Buyer may not off set or deduct any amounts against any invoice-unless authorized by Seller in writing. Interest will be added to all amounts outstanding more than thirty (30) days after the invoice date at the rate of 1.5% per month or the maximum rate of interest allowed by applicable law, whichever is lower. In the event Buyer is in default of any of the terms or conditions of this Agreement, including, without limitation, payment of any amounts owed to Seller in a timely manner, Seller may, in its sole discretion: (a) defer or suspend further work under Purchase Orders or shipments of Products until Buyer reestablishes satisfactory credit, as determined by Seller; (b) make shipments of Products to Buyer on a C.O.D. or cash in advance basis; (c) revoke any price discounts offered to Buyer; or (d) pursue any other remedy available under this Agreement or at law or equity.
5. **DELIVERY.** Products will be delivered within a reasonable time after the acceptance of Buyer's Purchase Order, subject to availability of Products. Seller shall deliver all Products EXW (Ex Works as defined under INCOTERMS 2020) at Seller's plant or facility using Seller's standard methods for packaging and shipping such Products. Title to and all risk of loss or damage to the Products shall pass to Buyer upon delivery of the Products to the carrier for shipment. Unless Buyer provides shipping instructions, Seller is authorized to make shipping arrangements on Buyer's behalf. If Seller incurs or pays any shipping charges relating to the Products, Seller will add such charges to the invoice, which Buyer shall pay in accordance with the payment terms of this Agreement. Notwithstanding any delivery date requested by Buyer, Seller will use commercially reasonable efforts to fill Buyer's Purchase Orders within the time stated but in no event shall Seller be liable for any losses, damages, costs or expenses associated with Seller's inability to meet any timeframe or deadline for the delivery of Products.
6. **INSPECTION AND REJECTION OF NONCONFORMING GOODS.** Buyer shall inspect each Product within seven (7) days after delivery of such Product. Buyer will be deemed to have accepted the Product unless Buyer notifies Seller in writing, prior to expiration of the inspection period, that the Product is Nonconforming and furnishes such written evidence or documentation as requested by Seller. "**Nonconforming**" means only the following: (a) the Product shipped is different than identified in Buyer's Purchase Order; or (b) the Product's label or packaging incorrectly identifies its contents. If Buyer timely notifies Seller of any Nonconforming Products, Seller shall, in its sole discretion, (i) replace such Nonconforming Products with conforming Products, or (ii) credit or refund the price for such Nonconforming Products, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. In no event shall the Buyer return any Product without prior written approval from Seller and Seller issuing a return materials authorization ("**RMA**") number. Upon issuance of an RMA number, Buyer shall ship, at its expense and risk of loss, the Nonconforming Products to Seller's designated facility. If Seller exercises its option to replace Nonconforming Products, Seller shall, after receiving Buyer's shipment of Nonconforming Products, ship to Buyer, at Buyer's expense and risk of loss, the replaced Products EXW at Seller's plant or facility. Under no circumstances, except as authorized under this **Section 6**, may Buyer return any Products to Seller. **THE REMEDIES SET FORTH IN THIS SECTION ARE BUYER'S EXCLUSIVE REMEDY FOR THE DELIVERY OF NONCONFORMING PRODUCTS.**
7. **RETURN OF CONFORMING GOODS.** Buyer may not return any Products without Seller's prior written authorization, which it may withhold in its sole discretion. All returned Product require Seller's issuance of an RMA number. Any authorized returns shall be shipped to Seller at Buyer's expense and risk of loss or damage. Returns are subject to quality inspection and must meet Seller's standards for return to inventory. A restocking fee may be charged to cover the Seller's cost of the return and inspection. Customer-made or made-to-order Products are NOT returnable. Items returned without an RMA may be rejected and returned to Buyer, at its cost and risk of loss or damage. No Products are returnable after 30 days from the original delivery date.
8. **WARRANTY OF TITLE; WARRANTY DISCLAIMER.** Seller warrants that it has the right to convey title in the Products to Buyer. In the event that Seller breaches the warranty of title set forth in the preceding sentence, Seller's sole obligation and Buyer's exclusive remedy shall be for Seller, at its option, to replace such Product at no cost to Buyer or to refund the purchase price paid by Buyer for such Product. **EXCEPT AS SET FORTH IN THIS SECTION, SELLER MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND OR NATURE REGARDING THE PRODUCTS, USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF A**

THIRD-PARTY'S RIGHTS. RATHER, ALL PRODUCTS UNDER THIS AGREEMENT ARE SOLD BY SELLER ON AN "AS IS" BASIS. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THIS SECTION.

9. **LIMITATIONS OF LIABILITY.**

- a. No Consequential or Indirect Damages. EXCEPT AS OTHERWISE PROVIDED IN **SECTION 9(c)** BELOW, SELLER SHALL NOT BE LIABLE TO BUYER OR ANY THIRD-PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, DATA, REVENUE OR PROFIT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- b. Maximum Liability. EXCEPT AS OTHERWISE PROVIDED IN **SECTION 9(c)** BELOW, IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PRODUCTS, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY BUYER TO SELLER PURSUANT TO THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR THE PURCHASE PRICE PAID BY BUYER FOR THE PRODUCTS THAT ARE THE SUBJECT MATTER OF THE CLAIM, WHICHEVER IS LESS. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF SELLER'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.
- c. Exceptions. THE LIMITATIONS AND EXCLUSIONS SET FORTH IN THIS **SECTION 9** SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW; PROVIDED, HOWEVER, SUCH LIMITATIONS AND EXCLUSIONS SHALL NOT APPLY TO LOSSES, DAMAGES OR LIABILITIES CAUSED BY SELLER'S WILLFUL MISCONDUCT.

10. **CONFIDENTIAL INFORMATION.** All non-public, confidential or proprietary information of Seller, including, but not limited to, trade secrets, manufacturing processes, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, vendor information, customer information, cost and pricing information, discounts, and rebates, disclosed or made available by Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement (collectively, "**Confidential Information**") is confidential, solely for the use of performing this Agreement, and may not be disclosed or copied by Buyer unless authorized in advance by Seller in writing. Buyer shall maintain the confidentiality of Seller's Confidential Information in the same manner that Buyer protects its own most sensitive confidential information, but in no event shall Buyer exercise less than reasonable care in protecting Seller's Confidential Information. Upon Seller's request, Buyer shall promptly return or destroy (and certify to such return or destruction) all documents, and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third-party. If Buyer is compelled by any court order, subpoena, discovery request or similar legal process or authority (each, a "**Legal Process**") to disclose any of Seller's Confidential Information, Buyer shall provide Seller with prompt written notice of the Legal Process and provide reasonable assistance in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance as required herein, Buyer remains subject to the Legal Process, Buyer shall disclose no more than that portion of Seller's Confidential Information which, on the advice of Buyer's legal counsel, such Legal Process specifically requires be disclosed and shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment. In addition, the terms and conditions of any confidentiality or nondisclosure agreement previously entered into by the parties that is still in full force and effect shall be incorporated by reference into and made part of this Agreement (the "**Confidentiality Agreement**"). In the event of any conflict between the provisions of this Agreement and the Confidentiality Agreement, the provisions most favorable to Seller shall prevail and control.

## 11. INTELLECTUAL PROPERTY RIGHTS.

- a. Ownership of Seller's Intellectual Property. Buyer acknowledges and agrees that: (i) any and all Intellectual Property Rights of Seller are the sole and exclusive property of Seller or its licensors, including, but not limited to, all Intellectual Property Rights used to create, embodied in, used in and otherwise relating to the Products of Seller; (ii) Buyer shall not acquire any ownership or other interests in any of Seller's Intellectual Property Rights under this Agreement; (iii) nothing in this Agreement shall constitute, or be deemed to be, a license by Seller to Buyer or any third-party with respect to Seller's Intellectual Property Rights, including, without limitation, any patent, trademark, copyright or trade secret of Seller; (iv) all goodwill derived from the use of Seller's Intellectual Property Rights inures to the benefit of Seller or its licensors, as the case may be; (v) if Buyer acquires any rights or interests of any kind in or relating to any Intellectual Property Rights of Seller or any Product of Seller (including any rights in any patents, trademarks, copyrights, trade secrets, derivative works or improvements relating thereto), by operation of law, or otherwise, these rights are deemed and are hereby irrevocably assigned by Buyer to Seller or its licensors, as the case may be, without further action by either Party; and (vi) Buyer shall use Seller's Intellectual Property Rights solely for the purposes of performing its obligations under this Agreement and only in accordance with the instructions of Seller. As used in this Agreement, "**Intellectual Property Rights**" means all industrial and intellectual property rights and interests comprising or relating to patents, trademarks, service marks, trade names, logos, works of authorship, designs and design registrations, copyrights and copyrightable works, confidential and proprietary information, all industrial and other intellectual property rights, and all rights, interests and protections that are associated with, equivalent or similar to, or required for the exercise of, any of the foregoing, however arising, in each case whether registered or unregistered and including all registrations and applications for, and renewals or extensions of, such rights or forms of protection pursuant to the laws of any jurisdiction throughout in any part of the world, together with the goodwill symbolized by any of the foregoing.
- b. Prohibited Acts. Buyer shall not: (i) take any action that may interfere with any of Seller's rights in or to Seller's Intellectual Property Rights, including Seller's ownership or exercise thereof; (ii) challenge any right, title or interest of Seller in or to Seller's Intellectual Property Rights; (iii) make any claim or take any action adverse to Seller's ownership of Seller's Intellectual Property Rights; (iv) use any of Seller's patents or trademarks without Seller entering into a written license agreement executed by an officer or other authorized representative of Seller; (v) use any mark, anywhere, that is confusingly similar to Seller's trademarks; (vi) engage in any action that tends to disparage, dilute the value of, or reflect negatively on the Products purchased under this Agreement or any Seller trademark; (vii) relabel or repackage any of the Products for resale or distribution to any third-party; (viii) alter, obscure or remove any of trademarks, copyright notices, patent or patent pending notices, or any other proprietary rights notices or information placed on the Products or their labels, packaging or containers; or (ix) alter, adapt, copy, modify, create a derivative product or work of, reverse engineer or otherwise attempt to discover any part of the Confidential Information or Intellectual Property Rights of Seller.
- c. Representation and Warranty of Buyer. Buyer represents and warrants to Seller that no design, drawing, process, specification, materials or similar requirements provided by Buyer for the manufacture or supply of any Product, or Seller's use thereof, will infringe, misappropriate or otherwise violate the Intellectual Property Rights or other interests of any third-party.

## 12. COMPLIANCE WITH LAWS; IMPORT/EXPORT.

- a. Compliance with Laws; Licenses. Buyer shall use the Products only for their intended purposes and in compliance with any instructions or technical documents that Seller may provide. Buyer shall also (i) comply with all applicable laws, statutes, regulations, rules, ordinance, and orders (collectively, "**Laws**") in connection with Buyer's performance of this Agreement, including, without limitation, in the use, handling, storage, and disposal of the Products and any byproducts or waste generated by using the Products, and (ii) maintain in effect all required approvals, authorizations, licenses, permits, registrations, certifications and

similar rights obtained, or required to be obtained, from any third-party or governmental authority (collectively, “**Permits**”) for the proper use, handling, storage, and disposal of the Products or otherwise related to its performance of this Agreement.

- b. **Import/Export.** Buyer shall be responsible for obtaining and maintaining, at its cost, all legally required Permits and custom clearances relating to the importation and/or exportation of the Products. Buyer shall be responsible for all cost and expenses relating to the Products transit across another country’s or jurisdiction’s border, including, without limitation, all duties, tariffs, and import or custom charges. Buyer shall not name Seller as shipper or exporter of record in connection with the export or re-export of any Products purchased from Seller. Buyer shall ensure that any Products that Buyer receives from Seller are exported by Buyer only in compliance with applicable Laws, including, without limitation, the U.S. Export Administration Regulations (15 C.F.R. §730 et seq., as amended) and, if applicable, the International Traffic in Arms Regulation (22 C.F.R. Chapter 1, as amended). For the avoidance of doubt, the Products may not be imported, exported, sold or resold, disposed of, or transported by or to any country, person or entity (including any carrier owned, flagged, leased, or chartered by any of the foregoing) which would cause Seller to be in violation of any applicable export or economic sanctions laws or be penalized by any governmental authority.
13. **FORCE MAJEURE; ALLOCATION.** No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term or condition of this Agreement (except for any obligations to make payments to the other Party hereunder), when and to the extent such failure or delay is caused by or results from the following force majeure events (“**Force Majeure Event(s)**”): (a) acts of God; (b) flood, fire, explosion, earthquake, or natural disaster; (c) epidemics, pandemics, viral or bacterial outbreaks; (d) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riots or other civil unrest; (e) governmental orders, laws, emergency proclamations, or quarantine restrictions; (f) action by any governmental authority; (g) national or regional emergency; (h) shortages or unavailability of materials; (i) shortages or unavailability of labor; (j) shortage or unavailability of adequate power or transportation facilities; and/or (k) other events (whether or not similar in type or nature to the previously listed events) beyond the control of the Party impacted by the Force Majeure Event (the “**Impacted Party**”). The Impacted Party shall give written notice within five (5) business days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized; provided, however, in the event that Seller is the Impacted Party, Seller may allocate its inventory of available Products in such manner and to such third-parties as it may determine from time to time, in its sole discretion. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause of the Force Majeure Event. In the event that the Impacted Party’s failure or delay remains uncured for a period of sixty (60) consecutive days following written notice given by it under this **Section 13**, then either Party may thereafter terminate any Purchase Order previously accepted under this Agreement upon fifteen (15) days’ written notice to the other Party.
14. **INDEPENDENT CONTRACTOR.** The Parties acknowledge and agree that their relationship is that of independent contractors and not partners, joint ventures, or principal and agent. Nothing in this Agreement is intended to make either Party a general or special agent, legal representative, subsidiary, joint venture, partner, employee or servant of the other for any purpose. Neither Party is authorized to assume or create any obligation or responsibility, including but not limited to, contractual obligations and obligations based on warranties or guarantees, on behalf of or in the name of the other Party.
15. **BINDING EFFECT; NO THIRD-PARTY BENEFICIARIES.** This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns. No third-parties are intended to benefit from this Agreement, and no third-party beneficiary rights shall be implied from anything contained in this Agreement.
16. **ASSIGNMENT.** Buyer may not assign this Agreement or assign or delegate any of its rights or duties hereunder, without the prior written consent of Seller.
17. **SEVERABILITY.** If any court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, then such invalidity or unenforceability shall have no effect on the other provisions hereof, which shall remain valid, binding and enforceable and in full force and effect, and such invalid or

unenforceable provision shall be construed in a manner so as to give the maximum valid and enforceable effect to the intent of the Parties expressed in this Agreement

18. **ENTIRE AGREEMENT.** This Agreement, and any document referred to or incorporated by reference into this Agreement, constitute the entire agreement and understanding between the Parties as to subject matter hereof, and supersedes all previous negotiations, agreements, commitments and writings in respect thereto.
19. **AMENDMENTS OR SUPPLEMENTS.** This Agreement may be altered, amended or supplemented only by an instrument in writing signed by an officer or authorized representative of the Party or the Parties to be charged.
20. **GOVERNING LAW.** This Agreement, and all the rights and duties of the Parties arising out of, in connection with, or relating in any way to the subject matter of this Agreement and the transactions contemplated by it, shall be governed by, construed, and enforced in accordance with the laws of the State of Wisconsin, without application of its conflict of laws principles. Further, the Parties hereby exclude the United Nations Convention on Contracts for the International Sale of Goods and the United Nations Convention on the Limitation Period in the International Sale of Goods, as amended.
21. **DISPUTE RESOLUTION.**
  - a. If Buyer's principal place of business is located in the United States, then all questions or disputes regarding the interpretation, performance, or enforceability of this Agreement, or the rights and remedies of the Parties hereunder, shall be commenced, tried, and litigated exclusively in the state court sitting in Milwaukee County, Wisconsin or the U.S. Federal Court for the Eastern District of Wisconsin, and those courts hearing direct appeals therefrom. Each Party hereby waives its right, if any, to bring any dispute, controversy, claim, action, proceeding or counterclaims arising out of or relating to this Agreement before any other court or tribunal. EACH PARTY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW THE RIGHT TO A TRIAL BY JURY.
  - b. If Buyer's principal place of business is located outside of the United States, then all questions or disputes regarding the interpretation, performance, or enforceability of these Term and Conditions, or the rights and remedies of the Parties hereunder, shall be resolved by binding arbitration before a single arbitrator, with such arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules in effect on the date the proceeding is initiated. The arbitrator shall apply the substantive laws of the State of Wisconsin, United States without giving effect to any conflict of laws rules or principles. The arbitration hearing and all related proceedings shall be conducted in Milwaukee, Wisconsin, USA and in the English language. The arbitrator's decision shall be final and non-appealable. Judgment on the award or decision rendered by the arbitrator may be entered in any court of competent jurisdiction. The arbitrator shall have the authority to settle any controversy, claim or dispute by finding that a Party should be enjoined from certain actions or be compelled to undertake certain actions, and in such event a court of competent jurisdiction may enter an order enjoining and/or compelling such actions as found by the arbitrator. Except to the extent required by applicable law, the Parties agree to keep confidential the nature of the controversy, claims, and dispute submitted to arbitration, all submissions made by the Parties in connection with any arbitration proceeding or hearing, and the content of the arbitration proceedings and hearings. Notwithstanding anything in this **Section 21(b)** to contrary, the Parties expressly agree that a court of competent jurisdiction may enter a temporary restraining order or an order enjoining a breach of this Agreement pending a final award or further decision or order by the arbitrator. Such remedy, however, shall be cumulative and non-exclusive.
  - c. BUYER MAY NOT INSTITUTE ANY ACTION IN ANY FORM (INCLUDING, WITHOUT LIMITATION, LITIGATION OR ARBITRATION PROCEEDINGS) ARISING OUT OR RELATING TO ANY PRODUCT OR THIS AGREEMENT MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ARISEN.
22. **ATTORNEYS' FEE.** If Seller brings legal action to enforce any of its rights or interests as provided for in this Agreement, Seller shall be entitled to recover all of its reasonable attorneys' fees, expenses and costs incurred in connection with such legal action from Buyer.

23. **REMEDIES.** Except to the extent that a remedy afforded to a Party under this Agreement has been made exclusive, the rights and remedies set forth in this Agreement are cumulative and shall be in addition to any and all other rights and remedies available at Law or in equity.
24. **WAIVER.** Any Party may waive in writing any term or condition contained in this Agreement and intended to be for its benefit; provided, however, that no waiver by any Party, whether by conduct or otherwise, in any one or more instances, shall be deemed or construed as a further or continuing waiver of any such term or condition.
25. **SURVIVAL.** Except as otherwise specifically provided herein, all of the promises, agreements, representations, warranties, and indemnities made in this Agreement shall survive the expiration or termination of this Agreement.

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*Version date: July 27, 2020*