

General Terms and Conditions of Sale

Kramski North America, Inc.

Effective as of February 1, 2021

1. General

These Terms and Conditions of Sale (“Terms and Conditions”) form an integral part of any acceptance by Kramski North America, Inc. (“Kramski”) of any purchase order (“Order”) placed and sales transaction resulting therefrom (“Transaction”) and shall supersede all printed terms and conditions on any request for proposal, purchase order, or other form, if any, of or presented by a customer of Kramski (“Customer”) and any other inconsistent terms submitted by a Customer prior to acceptance by Kramski of an Order. These Terms and Conditions may not be varied or supplemented unless agreed to in writing by a duly authorized representative of Kramski. No sales representative shall have such authority. Failure of Kramski to object to conflicting or different provisions contained in any Order or other writing of Customer shall not be construed as a waiver of these Terms and Conditions nor an acceptance of any terms and conditions of Customer. Except only as otherwise agreed in writing by a duly authorized representative of Kramski, the sale of any of Kramski’s products (“Products”) shall be governed only by these Terms and Conditions. Customer shall be deemed to have accepted these Terms and Conditions if Customer accepts any shipment of Products to which these Terms and Conditions relate. Kramski hereby expressly rejects any portion of any Order that attempts to modify these Terms and Conditions.

2. Offer and Acceptance

The Order is an offer to purchase Products upon these Terms and Conditions and shall be considered accepted upon (i) Kramski’s receipt of an Order from Customer for the Products and Kramski’s written acceptance within five (5) business days (“Order Acceptance”) of the Order (such an Order is an “Accepted Order”), (ii) the mutual execution of a contract for sales (“Sales Contract”), or (iii) Kramski’s commencement of its performance as requested in the Order. Customer acknowledges that Kramski shall have the right to reject any Order for any reason or for no reason. After Order

Acceptance, Customer may not cancel any Accepted Order without Kramski's written consent.

3. Drawings and Data.

- 3.1 All drawings, data, designs, engineering instructions, models, specifications or other technical information, written, oral or otherwise, supplied by or on behalf of Kramski to Customer specifically in connection with the performance of an Accepted Order (hereinafter collectively referred to as "Kramski Information") shall be and remain the property of Kramski. Customer shall not use or disclose such Kramski Information and all copies thereof shall immediately be returned to Kramski upon request. Customer shall not disclose any Kramski Information to any third party without Kramski's prior written approval.
- 3.2 Any Kramski Information developed by Kramski with respect to a Customer's Order which does not result in the delivery of Products for any reason shall be invoiced by Kramski, and paid for by Customer, at Kramski's net cost.
- 3.3 Customer hereby acknowledges and agrees that Kramski may rely on all drawings, data, designs, engineering instructions, models, specifications or other technical information, written, oral or otherwise, supplied by or on behalf of Customer or any third party upon Customer's instructions (hereinafter collectively referred to as "Customer Information"), and that Kramski shall not be responsible to verify the accuracy and correctness of any such Customer Information. Customer shall solely be responsible for the accuracy of the Customer Information and Customer shall exclusively bear the risk of loss for any inaccurate Customer Information. Customer shall indemnify Kramski to the fullest extent if any such Customer Information shall infringe on any third-party intellectual property right.
- 3.4 Any Product descriptions, illustrations and technical data, etc. are mere descriptions of the Products for illustrative purposes and shall in no event be construed as a limited warranty.
- 3.5 Kramski reserves the right to make modifications to the Products after an Accepted Order, if such modification is due to a continuous product development and improvement, if such modification leads only to a minor and insignificant deviation in color, shape, design, or size, or any other variation which would be customary in the industry.

4 Time of Performance, Delays, Place of Performance, Subcontracting

- 4.1 Any information with regard to time of performance and/or delivery shall be non-binding, unless otherwise expressly stated by Kramski in writing. Any dates specified by Kramski for delivery are intended to be an estimate and time of delivery shall not be made of the essence.
- 4.2 All terms of performance and/or delivery shall be subject to (i) correct and timely availability of supplies and raw materials, (ii) Customer's delivery of all Customer Information, (iii) Customer's required performances and/or deliveries under the Accepted Order, (iv) Customer's approvals and plan verifications, (v) Customer's compliance with all payment terms set forth hereinbelow, and (vi) Customer's strict compliance with all obligations set forth in these Terms and Conditions. The terms of performance and/or delivery shall be extended by, and for so long as, the above conditions have not been met.
- 4.3 The time of performance and/or delivery shall be extended by the period of time in which Customer is in default of any of its obligations under an Accepted Order or for as long as it does not meet its contributory obligations thereunder.
- 4.4 If Customer requests any changes to an Accepted Order, and Kramski agrees thereto in writing, then the time of performance and/or delivery with respect to such changed Accepted Order shall be extended by a reasonable period of time to accommodate such changes.
- 4.6 Kramski shall be in compliance with respect to all agreed-upon delivery dates (i) if the Products were released into the custody of the common carrier ("Carrier") on the agreed upon date of delivery, (ii) as soon as Kramski has communicated to Customer its de facto readiness for shipment, or (iii) if acceptance by Customer is required, upon such agreed upon date of acceptance or Kramski's request for acceptance by Customer, as the case may be, unless Customer is entitled to reject the Products as set forth herein.
- 4.7 If Customer causes acceptance of the delivery of the Products to be delayed, Kramski shall be entitled to charge any and all cost incurred based on such delay to Customer, starting from one (1) month of notice to Customer of Kramski's presentment for acceptance and/or readiness to ship, as the case may be. Customer shall pay all costs of collection, including legal fees. Kramski reserves the right to seek any additional remedies allowed by law.
- 4.8 Kramski retains the right to withhold any shipments of Products as long as Customer is in default under any obligation of any Accepted Order, current or previous.

4.9 With respect to any output requirement contract, Kramski shall not be required to maintain a particular inventory, and Customer hereby agrees that Kramski shall have reasonable lead-time to fulfill its obligations under any such output requirement contract. Customer must request fulfillment of all Accepted Orders with respect to an output requirement contract within one (1) year from the date of the Accepted Order, or otherwise Kramski shall have the right to cancel any such Accepted Order and terminate any such output requirement contract.

4.10 Kramski retains the right to subcontract certain services, including, but not limited to hardening, galvanizing, and other surface treatments to any third party in its sole discretion.

5. Shipment; Risk of Loss; Shipping Schedule; Acceptance

5.1 Shipments shall be made ex works Kramski's warehouse in the U.S., unless otherwise specified in writing. Any dates specified by Kramski for delivery are intended to be an estimate and time of delivery shall not be made of the essence.

5.2 Kramski's shipments are NOT insured. Customer must request insurance coverage, if required, and the insurance cost will be added to the freight charge. All uninsured shipments are the responsibility of Customer. Kramski assumes no responsibility for any such loss or damage.

5.3 All shipments shall be made by a Carrier of Kramski's choice. Any special arrangements requested by Customer shall be at Customer's additional expense.

5.4 Kramski reserves the right to deliver in installments. Delay in delivery of any installment shall not relieve Customer of its obligation to accept remaining deliveries.

5.5 Each shipment shall be deemed accepted in good and undamaged condition by the Carrier, and title to, and the risk of loss or theft, damage or destruction to, the Products shall pass and shift to Customer upon releasing the Products to the Carrier and upon that acceptance by the Carrier.

5.7 Customer shall only be entitled to reject a Product for a material defect.

5.8 If there is a delay in shipment or acceptance by Customer due to circumstances not caused by Kramski, then title to, and the risk of loss or theft, damage or destruction to, the Products shall pass and shift to Customer upon Kramski's notice to Customer of its readiness to ship or present for acceptance, as the case may be.

5.9 Customer acknowledges and agrees that lead time will vary according to availability of supply, delays in transportation, manufacturing problems and other conditions, and,

consequently all performance and/or delivery dates communicated by Kramski are estimates only and shall be subject to change without notice. Delay in performance of any shipment of Products shall not relieve Customer of its obligations to accept such shipments or any other shipments. Under no circumstances shall Kramski on account of late provision and/or delivery, or non-provision or non-delivery be liable to Customer, its

- 5.11 Customer acknowledges and agrees that Kramski shall not accept any returned packaging. Customer shall ensure disposal of the packaging at its expense. Excluded from this shall be recyclable packaging, such as plastic reels. Also excluded from this shall be special shipping crates for tools. Such plastic reels and shipping crates remain Kramski's property and shall be returned to Kramski at Customer's expense. If Customer fails to return these special shipping crates despite Kramski's request, Customer shall be obligated to reimburse Kramski for any losses associated therewith.
- 5.12 Unless otherwise agreed, a call-off order by Customer must be made at the latest within six months from the date of the Accepted Order. After expiration of an additional grace period of four (4) weeks, Kramski shall be entitled to deliver and invoice the goods or to withdraw from the contract and claim damages.
- 5.13 If Kramski, in its sole discretion and by express written consent, should allow Customer to withdraw any individual or blanket order, Customer shall pay to Kramski compensation as follows: Customer shall accept delivery of all Products already produced by Kramski within two weeks of Kramski's request. Customer shall pay the invoice amount for the remaining quantity in advance to Kramski after invoicing within two (2) weeks after receipt of invoice. If a tool for production was produced, Customer shall pay the unpaid amortization costs, which cost shall be based on Kramski's internal amortization calculation for each such tool. Customer shall also pay the estimated costs for spare parts already procured for any such tool. In addition, Kramski shall be compensated for the raw materials which were purchased in anticipation of any such cancelled individual or blanket order, and Customer shall acknowledge and agrees to not object to such charge by reason that any such raw materials may be used for other purposes. Finally, Customer shall indemnify and hold Kramski harmless from and against all and any financial disadvantages arising to the detriment of Kramski as a consequence of any withdrawal as set forth in this subsection.
- 5.13 For tools and equipment, Customer shall perform an acceptance inspection at Kramski's facility as mutually agreed-upon by both parties. Customer's representative attending the acceptance inspection shall be authorized to issue statements required for the acceptance inspection that are binding for Customer.

5.14 If Customer should (i) fail to participate, (ii) refuse to participate or (iii) refuse to schedule an acceptance inspection, any such tool or equipment shall be deemed accepted by Customer after twelve (12) business days after Kramski's notification of readiness to ship.

5.15 Customer shall not refuse acceptance of any tool or equipment based on immaterial defects or deviations. Kramski shall have the right to rectify any material defect or deviation. If Customer discovers any defects or deviations during the acceptance inspection, such defects and deviations shall be recorded in a list of defects.

6. Prices, Compensation, Payment

6.1 All prices are valid EXW Incoterms 2020 Kramski' warehouse as set forth in Section 5.1 above, unless otherwise agreed upon by Kramski in writing. All prices and compensations are in US\$.

6.2 Customer shall pay to Kramski in immediately available funds, net ten (10) days, and without any deductions, discounts or rebates, the prices upon such terms as stated in the Accepted Order and in accordance with the terms of this Section 6.

6.3 Upon Customer's default of payment, including a default in payment on a partial delivery when so due, interest will accrue at a rate of the lower of (i) six percentage (6%) points above the currently applicable legal interest rate or (ii) the maximum interest rate permitted by applicable law. Kramski also shall have the right to call immediately due and payable any and all payments on prior unpaid, and currently open orders. Customer shall pay all costs of collection, including legal fees. Kramski reserves the right to seek any additional remedies allowed by law. If the parties have agreed on partial payments, a default shall be triggered once any one partial payment has not been made in full at or prior to an applicable payment date for such partial payment. In the event of such default, the full outstanding balance shall be due for immediate payment.

6.5 If Customer requests a change in time of performance and/or delivery date, and Kramski agrees thereto in writing, Customer shall pay to Kramski all amounts at that time when such payments would have been due without such change.

6.6 If a target price is indicated in our Order Acceptance because the technical effort to be incurred by Kramski has not been determined at that time, Kramski shall be entitled to set the binding final price based on actual expense incurred that deviates from the target price by up to 20%.

- 6.7 Customer acknowledges and agrees that if Kramski should incur cost increases between an Accepted Order and performance under the Accepted Order that are not foreseeable for Kramski, including, but not limited due to increases in the cost of labor and materials, Kramski shall be entitled to adjust the prices taking into consideration the altered circumstances, but not including any additional profit margin based thereon.
- 6.8 If Customer shall request a change of any Accepted Order, such change request may be approved in Kramski's sole discretion, and if so approved in writing, Customer shall pay any and all additional cost associated with such change request.

7. Taxes

Customer shall pay, in addition to any invoiced amount, all taxes, if applicable, upon the production, sale, shipment, delivery, provision or use of the Products, including, without limitation, all federal, state, or local property, license, privilege, sales, use, excise or gross receipts taxes or other like taxes and tariffs, but excluding any federal or state income taxes incurred by Kramski associated with the the sale of Products. In the event that Kramski is required to pay any such taxes, Customer shall indemnify, pay or reimburse Kramski on demand for such payments and any penalties or fees related thereto.

8. Intentionally Omitted.

9. Security Interest

With the submission of the Order and Kramski's issuance of an Order Acceptance, Customer hereby grants a purchase money security interest in all Products delivered and provided by Kramski to Customer and in all proceeds from the sale or disposition otherwise of the Products by Customer, or any bank other party having a priority security interest, to any third party, including accounts receivable, contract rights and cash receipts arising therefrom. Such security interest shall remain in Kramski until Kramski receives full payment of the purchase price for all Products. Customer authorizes Kramski to timely prepare and file such financing statements or other writings as may be necessary to perfect such purchase money security interest. Customer agrees that Kramski has the right to immediate possession to any Products that have not been paid for in full by Kramski.

10. Inspection; Claims; Return; Acceptance of Products; Rectification of Defects

10.1 Customer shall inspect the Products delivered immediately upon delivery, and shall give written notice in accordance with Section 22 below to Kramski of any damage to the Products (“Damage or Loss”) within eight (8) business days from the date of delivery of the Products. If Customer does not provide such notice, the Products shall be deemed to conform to their description and the Products shall be deemed accepted by Customer in accordance with the terms of the Accepted Order. Customer expressly waives any rights Customer may have to reject or revoke acceptance of the Products after such notification period has lapsed.

10.2 For any Damage or Loss not immediately apparent, Customer shall notify Kramski within eight (8) business days of discovery of such Damage or Loss. If Damage or Loss is ascertainable by Customer upon delivery of the Products, Customer must immediately file a claim with the Carrier and notify Kramski in writing as set forth above within two (2) business days after delivery. Notations regarding any such claim shall be made on all copies of Carrier’s waybill and the driver must sign all copies to acknowledge notification of the claim. Upon Kramski’s request, Customer shall furnish to Kramski all original delivery records so as to assist Kramski in assessing the validity of the claim.

10.3 Customer shall not refuse acceptance of shipment because of transit damage, as this would cause unnecessary shipping expense and delay.

10.4 Customer hereby agrees to grant Kramski a reasonable time period, as determined in Kramski’s sole discretion, to remedy any defects to the Products. Otherwise, Kramski shall not be liable to Customer for any such non-compliance or defect.

10.6 Time is of the essence for purposes of this Section 10.

11. Force Majeure

Kramski shall not be liable for damages as a result of any delay or failure of performance and/or delivery due to any cause beyond Kramski’s control, including, without limitation, acts of nature or God, act of Customer or any of its representatives, any statute, ordinance, regulation, order or other governmental agency or judicial action, fire, storm, flood, earthquake, explosion, accident, war or rebellion, sabotage, epidemic, quarantine restrictions, strike, riot, terrorism, war, transportation embargoes, failure or delay in transportation or inability to obtain or delay in obtaining necessary labor, products, fuel or manufacturing locations or failures of manufacturing machinery. In the event of any such delay, the date of performance and/or delivery shall be extended for a period equal to the time loss by reason of such delay and, if such delay is caused by act of Customer or

any of its representatives, Kramski shall be reimbursed for any additional costs arising from such delay.

12. Limited Warranty

12.1 Kramski provides for a limited warranty for any of the Products furnished hereunder for any defect in workmanship or materials under normal usage for three (3) months for Products with precious metal coatings and one (1) year for all other Products from shipment of a Product or as otherwise agreed upon by the parties in the Accepted Order. Kramski shall only be responsible for the Products to be free from defects according to the current state of technology. Kramski shall have the right, in its sole discretion, to correct the defect or to deliver Products that are free of any such defect. Kramski retains the right to at least two (2) attempts to remedy any limited warranty claim. Replaced Products shall become the property of Kramski. Regular wear and tear shall be excluded from this limited warranty.

12.2 Customer must notify Kramski in writing with respect to any limited warranty claim upon which notification Kramski shall determine the validity of such claim. Such notification shall be made within five (5) business days from the date Customer discovered any such material non-compliance, or else any limited warranty claim based thereon shall be forfeited.

12.3 Kramski may demand from Customer reimbursement for any expenses if no defect can be ascertained. Customer shall bear the burden of proof.

12.4 Customer acknowledges and agrees that Kramski shall not be liable for any Damage or Loss due to (i) wrongful, neglectful, unintended or inappropriate use or servicing of the Products, (ii) regular wear and tear, (iii) inadequate maintenance, and (iv) incorrect installation by Customer or any third parties, or (v) incorrect or negligent handling, use of unsuitable equipment, improper and unauthorized changes or repair activities or natural wear and tear. This shall include, but not be limited to, natural changes of the surfaces of hardened, galvanized, or surface-treated stamped parts; such changes shall not constitute defects.

12.5 Customer acknowledges and agrees that Kramski shall not be liable for any Damage or Loss due to repairs or changes to the Products delivered to Customer or a third party not authorized to perform such repairs or changes by Kramski.

12.6 EXCEPT AS SET FORTH IN THIS SECTION 12, KRAMSKI MAKES NO EXPRESS OR IMPLIED WARRANTY, STATUTORY OR OTHERWISE, CONCERNING ANY

PRODUCT, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY OF MERCHANTABILITY.

13. Damages Disclaimer and Limitation

IN NO EVENT SHALL KRAMSKI BE LIABLE TO ANY CUSTOMER OR ANY OTHER PERSON FOR ANY (A) INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFIT OR GOODWILL OR (B) DIRECT DAMAGES TO BODY, HEALTH OR PROPERTY FOR ANY MATTER ARISING OUT OF OR RELATING TO THE PRODUCTS, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE EVEN IF KRAMSKI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL KRAMSKI'S TOTAL AGGREGATE LIABILITY FOR DAMAGES EXCEED THE LESSER OF THE AMOUNT OF (A) TOTAL COMPENSATION PAID BY CUSTOMER TO KRAMSKI FOR THE PRODUCTS, OR (B) PROCEEDS AVAILABLE FROM ANY INSURANCE POLICY IN EFFECT AND APPLICABLE TO THE EVENT GIVING RISE TO SUCH LIABILITY.

14. Intellectual Property

14.1 Customer acknowledges Kramski's exclusive right, title and interest in Kramski's patents, trademarks, service marks, trade names, emblem, designs and methods relating to Products (the "Intellectual Property"). Customer acknowledges that Kramski has certain ideas and information concerning financial matters and trade secrets and corporate proprietary information, written and unwritten (the "Information and Ideas") which Kramski is willing to disclose to Customer from time to time as it becomes necessary to promote a Transaction. Customer shall not acquire any right, title or interest in the Intellectual Property or the Information and Ideas by virtue of any Transaction under these Terms and Conditions, or at any time describe or represent itself to others as having such right, title or interest. Should any law or regulation vest Customer with any rights and any of the Intellectual Property or the Information and Ideas, Customer hereby assigns and agrees to assign to Kramski all such rights contemporaneously with their vesting. Customer shall promptly notify Kramski of any and all infringements of the Intellectual Property or the Information and Ideas of which it becomes aware and will assist Kramski in taking action against any such infringements.

14.2 Customer acknowledges and agrees that irreparable harm would be suffered by Kramski in the event of a breach of this Section 14 and that Kramski shall have the right to seek injunctive relief in the event of a breach or threatened breach of this Section. Customer agrees that the rights of Kramski provided in the sentence above and under the terms of these Terms and Conditions shall be in addition to, and not in lieu of, all other rights Kramski may have at law or in equity to protect the Intellectual Property and the Information and Ideas.

15. Indemnification and Insurance

Customer hereby agrees to indemnify, defend, at Customer's expense, and hold Kramski harmless from and against all loss, costs, damages or expenses arising out of any Customer's breach of any term of an Accepted Order including, but not limited to, these Terms and Conditions or any provision thereof and any alleged infringements of patents, trademarks, copyrights or any other intellectual property right relating to the use of Products.

16. Default

16.1 Kramski reserves the right to cancel all or any part of a current Accepted Order and any other Accepted Orders outstanding, without liability to Customer, if Customer fails to perform under any applicable provision of these Terms and Conditions or of any applicable Accepted Order and the failure is not cured within ten (10) days after notice to Customer by Kramski. In the event of termination, Kramski may exercise all rights and remedies available to it hereunder and under the laws of the state of Delaware.

16.2 In the event of a default by Kramski, Kramski shall have a period of thirty (30) days after receipt of written notice from Customer to cure the matter giving rise to the default, and if the nature of the default is such that it is not reasonably susceptible to cure within a thirty (30) day period, Kramski shall have up to one hundred twenty (120) days after receipt of written notice to cure such default, provided that Kramski commences and diligently pursues the curing of such default.

17. Bankruptcy or Insolvency

If Customer files any petition under any bankruptcy reorganization, composition or insolvency law, or if any other person or entity files such petition with regard to

Customer, or if a receiver has been appointed to manage Customer's affairs or property, Kramski, in its sole discretion, may terminate any Accepted Order by written notice to Customer. Kramski's termination shall not prejudice its rights to the amounts then due under this Proposal or to any other remedies available. In the event an action is brought by Kramski to collect the monies due hereunder, Customer shall pay all cost of collection, including reasonable attorney's fees, and interest allowed by law.

18. Arbitration

In the event that the parties are unable to agree on any matter for which agreement is required under an Accepted Order, including these Terms and Conditions, or if either party commits a default hereunder, whether material or immaterial, either party shall have the right to submit the matter to binding arbitration in accordance with the rules of the American Arbitration Association ("AAA"), as then in effect. Each party shall pay one-half of the deposit required by AAA. If the matter in dispute exceeds One Hundred Thousand Dollars (\$100,000), the matter shall be considered by a panel of three (3) arbitrators. If there are three (3) arbitrators, the parties shall request, within fifteen (15) days of receipt of notice of one party to the other party requesting arbitration, from AAA a list of approved arbitrators and, by way of elimination, shall agree on three (3) arbitrators. If the parties agree on less than three (3) arbitrators, they shall request a second list of approved arbitrators from AAA and again follow the process in the preceding sentence to select the remaining arbitrator(s). If the parties fail to elect two (2) arbitrators, then the AAA shall select the arbitrator panel. If the parties elect two (2) arbitrators, then such arbitrators shall elect the third arbitrator. If the matter in dispute is One Hundred Thousand Dollars (\$100,000) or less, the matter shall be considered by a single arbitrator. The election of a single arbitrator shall be made in accordance with the process for selecting three (3) arbitrators. The non-prevailing party shall bear the costs of the arbitrator(s), witness fees, attorneys' fees and all other costs associated with the arbitration proceeding. The arbitration proceeding shall occur in Atlanta, Georgia and the discovery proceedings shall be limited to the deposition of each one (1) C-level and management-level employee and one (1) expert witness for each party. The Federal Arbitration Act shall be applicable to the arbitration proceedings. The arbitrator(s) shall apply the law of the state of Delaware.

19. Jurisdiction; Venue

For purposes of injunctive relief or should arbitration not be available, in any legal action relating to the sale and shipment of Products under these Terms and Conditions, Customer irrevocably agrees and consents (i) to the exercise of jurisdiction over it by the courts of the State of Florida or the United States District Court having jurisdiction over the City of Largo, Florida; and (ii) that if Customer brings the action, it shall be instituted in one of the courts specified in Subsection (i) above. Service of process provided to Customer in accordance with Section 22 below shall be effective and sufficient to establish jurisdiction and venue in such court in any such action. Should arbitration not be available, Kramski may institute legal action in any appropriate jurisdiction.

20. Governing Law

The Accepted Order, including these Terms and Conditions and any Transaction resulting thereof shall be governed by and construed in accordance with the laws of the State of Delaware, United States of America, but excepting any Delaware or United States rule, law or treaty which would result in the application of the law of a jurisdiction other than Delaware, including the UN Convention on Contracts of the International Sale of Goods (CSIG) of April 11, 1980.

21. Severability

If any provision of an Accepted Order, including these Terms and Conditions shall be judged by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such adjudication shall not affect or modify any other provision of the Accepted Order, including these Terms and Conditions and the effect thereof shall be confined to the provision as to which such adjudication is made.

22. Notice

Any notice or other communication required or permitted by these Terms and Conditions to either party hereto must be given in writing and must be delivered by personal delivery (including personal delivery by overnight courier such as Federal Express, DHL, or similar overnight courier), first class mail (registered or certified), telecopy or e-mail (with a copy sent by personal delivery or first class mail), in each case addressed, if to Kramski, to Kramski North America, Inc., Attn.: [Name, Address, Fax, Email], and if to Customer, to such address as stated in the Order. Notice shall be effective when received or delivered.

23. Export

23.1 Kramski's Products are designed to remain in the country of delivery as agreed upon with the Customer. The export of Products supplied hereunder by the Customer may be subject to governmental approval. The Products may be subject to United States export controls and embargo laws and regulations. It shall be Customer's duty to independently gather information with regard to these laws and regulations from all appropriate authorities. Kramski shall not be liable for any export permission or export fitness.

23.2 It shall be Customer's sole responsibility to obtain all necessary approvals from each respective export authority prior to exporting such Products. Any forwarding of Products governed hereunder by the Customer to third parties, with or without Kramski's knowledge, shall require the transfer of the export licensing conditions. The Customer shall at all times remain liable to Kramski for the correct adherence to this condition.

24. Assignment

Customer shall not delegate any duties or assign any rights under any Accepted Order without the prior written consent of Kramski. Any such attempted delegation or assignment shall be void.

25. Third Party Rights

Nothing in any Proposal, Order Acceptance or Accepted Order is intended to confer any rights or remedies on any persons other than Customer, Kramski, and their respective successors and permitted assigns.

26. Headings

The headings contained in these Terms and Conditions are included for mere convenience of reference and shall not affect the language included herein.

27. Amendment

Kramski reserves the right to change, modify, add, or delete portions of these Terms and Conditions from time to time upon thirty (30) day's prior notice. Any such changes to these Terms and Conditions will be either (i) posted at www.kramski.com or (ii) timely communicated in writing to Customer, and will indicate the date that these Terms and

Conditions were last revised (“Effective Date”). Any and all Products shall be sold pursuant to, and in accordance with, the Terms and Conditions in effect as of the date of the respective Order.

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