

**GENERAL TERMS AND CONDITIONS OF SALE**  
**(GOODS AND SERVICES)**

These terms and conditions of sale (these "Terms") are the only terms which govern the sale of the goods ("Goods") and services ("Services") by Serck Services, Inc. ("Serck") to the buyer named in connection with the Purchase Order as defined below ("Buyer").

1. Applicability.

a) These Terms apply to all quotation, order acknowledgements, confirmations of sale, or invoices issued by Serck (the "Sales Confirmation", and together with the Terms and any specifications or other documents incorporated by reference, this "Agreement"). This Agreement is the entire agreement between the parties, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer's general terms and conditions of purchase regardless whether or when Buyer has submitted its purchase order or such terms. Such different or additional terms proposed by Buyer shall not become part of the Sales Confirmation or this Agreement and are of no force and effect. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms.

2. Delivery of Goods and Performance of Services.

a) The Goods will be delivered within a reasonable time after the receipt of Buyer's purchase order, subject to availability of finished Goods. Serck may withdraw any Sales Confirmation at any point prior to Buyer's acceptance thereof. Any Sales Confirmation is valid for the period specified within the Sales Confirmation, and if no such period is specified, is valid for a period of thirty (30) days from its date of issue, provided that Serck has not previously withdrawn it. Serck shall not be liable for any delays, loss, or damage in transit. For the avoidance of doubt, Serck shall not be liable for any delay in delivery of the Goods or Services that is caused by Buyer's failure to provide the Serck with adequate delivery instructions or any other instructions or approvals that are relevant to the supply of the Goods and Services.

b) Unless otherwise agreed in writing by the parties, delivery shall be made F.O.B. 5501 Pearl St, Denver, CO 80216 (the "Delivery Point") using Serck's standard methods for packaging and shipping such Goods. Buyer shall take delivery of the Goods within five (5) days of Serck's written notice that the Goods have been delivered to the Delivery Point. Buyer shall be responsible for all shipping, packaging and loading costs, and will provide equipment and labor reasonably suited for receipt of the Goods at the Delivery Point. Buyer will further unload and release all transportation equipment promptly so Serck incurs no demurrage or other expense.

c) Serck may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's purchase order.

d) If for any reason Buyer fails to accept delivery of any of the Goods within five (5) days pursuant to Serck's notice that the Goods have been delivered at the Delivery Point, or if Serck is unable to deliver the Goods at the Delivery Point on such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Goods shall pass to Buyer; (ii) the Goods shall be deemed to have been delivered; and (iii) Serck, at its option, may store the Goods until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

e) Serck shall use reasonable efforts to meet any performance dates to render the Services specified in the Sales Confirmation, and any such dates shall be estimates only.

f) With respect to the Services, Buyer shall (i) cooperate with Serck in all matters relating to the Services and provide such access to Buyer's premises, and such office accommodation and other facilities as may reasonably be requested by Serck, for the purposes of performing the Services; (ii) respond promptly to any Serck request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Serck to perform Services in accordance with the requirements of this Agreement; (iii) provide such customer materials or information as Serck may request to carry out the Services in a timely manner and ensure that such customer materials or information are complete and accurate in all material respects; and (iv) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start. Buyer shall also keep all materials, equipment, documents and other property of the Serck ("Serck Materials") at the Buyer's premises, if requested, in safe custody at its own risk, maintain the Serck Materials in good condition until returned to Serck, and not dispose of or use the Serck Materials other than in accordance with Serck's written instructions or authorization; and (ii) provide a safe working environment for Serck, if the Serck has to work on site.

g) All samples, drawings, descriptive matter, specifications or advertising issued by Serck in connection with the Goods and Services, and any descriptions and illustrations contained in Serck's promotional materials are issued for the sole purpose of giving an approximate idea of the Goods and Services represented or described in them. They shall not form part of this Agreement nor have any contractual force.

h) Notwithstanding anything to the contrary contained in this Agreement, Serck may, from time to time change the Services without the consent of Buyer provided that such changes do not materially affect the nature or scope of the Services, or the fees or any performance dates set forth in the Sales Confirmation.

i) In the absence of shipping and packing instructions, Serck shall use its own discretion in choice of carrier and method of packing. Serck shall not be responsible for insuring shipments unless specifically requested by Buyer and any insurance so requested shall be at Buyer's sole expense.

3. Title and Risk of Loss. Title and risk of loss passes to Buyer upon the delivery of the Goods at the Delivery Point. As collateral security for the payment of the purchase price of the Goods, Buyer hereby grants to Serck a lien on and security interest in and to all of the right, title, and interest of Buyer in, to and under the Goods, wherever located, and whether now existing or

hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Colorado Uniform Commercial Code.

4. Non-Delivery.

a) The quantity of any installment of Goods as recorded by Serck on dispatch from Serck's place of business is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence proving the contrary.

b) Serck shall not be liable for any non-delivery of Goods (even if caused by Serck's negligence) unless Buyer gives written notice to Serck of the non-delivery within ten (10) days of the date when the Goods would in the ordinary course of events have been received.

c) Any liability of Serck for non-delivery of the Goods shall be limited, at Serck's election, to replacing the Goods within a reasonable time or adjusting the invoice respecting such Goods to reflect the actual quantity delivered.

d) Buyer acknowledges and agrees that the remedies set forth in this Section 4 are Buyer's exclusive remedies for any non-delivery of Goods.

5. Quantity. If Serck delivers to Buyer a quantity of Goods of up to ten percent (10%) more or less than the quantity set forth in the Sales Confirmation, Buyer shall not be entitled to object to or reject the Goods or any portion of them by reason of the surplus or shortfall and shall pay for such Goods the price set forth in the Sales Confirmation adjusted pro rata.

6. Buyer's Acts or Omissions. If Serck's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Buyer or its agents, subcontractors, consultants, or employees, Serck shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay.

7. Inspection and Rejection of Nonconforming Goods.

a) Buyer shall inspect the Goods within five (5) days of receipt ("Inspection Period"). Buyer will be deemed to have accepted the Goods unless it notifies Serck in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as required by Serck. "Nonconforming Goods" means only the following: (i) product shipped is different than identified in Buyer's purchase order; or (ii) product's label or packaging incorrectly identifies its contents.

b) If Buyer timely notifies Serck of any Nonconforming Goods, and upon Serck's verification that the Goods are Nonconforming Goods, Serck shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit or refund the Price for such Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall ship, per Serck's instructions and at Serck's expense and risk of loss, the Nonconforming Goods to Serck's facility located at 5501

Pearl St, Denver, CO 80216. If Serck exercises its option to replace Nonconforming Goods, Serck shall, after receiving Buyer's shipment of Nonconforming Goods, ship to Buyer, at Serck's expense and risk of loss, the replaced Goods to the Delivery Point.

c) Buyer acknowledges and agrees that the remedies set forth in Section 7(b) are Buyer's exclusive remedies for the delivery of Nonconforming Goods. Except as provided under Section 7(b), all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under this Agreement to Serck.

8. Price.

a) Buyer shall purchase the Goods and Services from Serck at the price(s) (the "Price(s)") set forth in Serck's published price list in force as of the date Serck accepts Buyer's purchase order.

b) Buyer agrees to reimburse Serck for all reasonable travel and out-of-pocket expenses incurred by Serck in connection with the performance of the Services.

c) All Prices are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any Governmental Authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Serck's income, revenues, gross receipts, personal or real property, or other assets.

9. Payment Terms.

a) Serck may require payment on or before delivery. In the event of non-receipt of payment on or before delivery when required by Serck, Serck reserves the right (without prejudice to any other right or remedy) to suspend any deliveries due until such time as payment shall have been received.

b) Buyer shall pay all invoiced amounts due to Serck within thirty (30) days from the date of Serck's invoice. Buyer shall make all payments hereunder by as required in writing by Serck and in US dollars.

c) Buyer shall pay interest on all late payments at the lesser of the rate of 5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Serck for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law (which Serck does not waive by the exercise of any rights hereunder), Serck shall be entitled to suspend the delivery of any Goods or performance of any Services, and stop Goods in transit, if Buyer fails to pay any amounts when due hereunder. Serck may appropriate any payment made by Buyer to Serck to such of the invoices for the Goods and Services as Serck thinks fit, despite any purported appropriation by the Buyer.

d) Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Serck, whether relating to Serck's breach, bankruptcy or otherwise.

10. Limited Warranty.

a) Serck warrants to Buyer that for a period of twelve (12) months from the date of shipment of the Goods ("Warranty Period"), that such Goods will conform to Serck's published specifications in effect as of the date of shipment and will be free from defects in material and workmanship.

b) Serck warrants to Buyer that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.

**c) EXCEPT FOR THE WARRANTIES SET FORTH IN SECTION 10(a) AND SECTION 10(b), SERCK MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS OR SERVICES, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.**

d) Products manufactured by a third party ("Third Party Product") may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Goods. Third Party Products are not covered by the warranty in Section 10(a). For the avoidance of doubt, **SERCK MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.**

e) Serck shall not be liable for a breach of the warranties set forth in Section 10(a) and Section 10(b) unless: (i) Buyer gives written notice of the defective Goods or Services, as the case may be, reasonably described, to Serck within ten (10) days of the time when Buyer discovers or ought to have discovered the defect; (ii) if applicable, Serck is given a reasonable opportunity after receiving the notice of breach of the warranty set forth in Section 10(a) to examine such Goods and Buyer (if requested to do so by Serck) returns such Goods to Serck's place of business at Serck's cost for the examination to take place there; and (iii) Serck reasonably verifies Buyer's claim that the Goods or Services are defective.

f) Serck shall not be liable for a breach of the warranty set forth in Section 10(a) or Section 10(b) if: (i) Buyer makes any further use of such Goods after giving such notice; (ii) the defect arises because Buyer failed to follow Serck's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods; or (iii) Buyer alters or repairs such Goods without the prior written consent of Serck.

g) Subject to Section 10(e) and Section 10(f) above, with respect to any such Goods during the Warranty Period, Serck shall, in its sole discretion, either: (i) repair or replace such Goods (or the defective part) or (ii) credit or refund the price of such Goods at the pro rata contract rate provided that, if Serck so requests, Buyer shall, at Serck's expense, return such Goods to Serck.

h) Subject to Section 10(e) and Section 10(f) above, with respect to any Services subject to a claim under the warranty set forth in Section 10(b), Serck shall, in its sole discretion, (i) repair or re-perform the applicable Services or (ii) credit or refund the price of such Services at the pro rata contract rate.

**i) THE REMEDIES SET FORTH IN SECTION 10(G) AND SECTION 10(H) SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SERCK'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTIES SET FORTH IN SECTION 10(A) AND SECTION 10(B), RESPECTIVELY.**

11. Limitation of Liability.

**a) IN NO EVENT SHALL SERCK BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SERCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**

**b) IN NO EVENT SHALL SERCK'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SERCK FOR THE GOODS AND SERVICES SOLD HEREUNDER.**

c) The limitation of liability set forth in Section 11(b) shall not apply to (i) liability resulting from Serck's gross negligence or willful misconduct and (ii) death or bodily injury resulting from Serck's acts or omissions.

d) Buyer shall indemnify Serck and its subsidiaries, affiliates, related parent, subsidiary and affiliated companies, successors and assigns, and respective directors, officers, and employees (collectively, "Indemnitees") against all claims and liability for death, injury, damage and loss arising directly from the supply of the Goods and Services to Buyer or from Buyer's breach of its obligations to Serck and against all expenses (including reasonable attorney and professional fees and costs), incurred in connection therewith.

12. Insurance. During the term of this Agreement Buyer shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) and any other insurances in accordance

with any legal requirement in force from time to time, with financially sound and reputable insurers, all in amounts and sufficient coverages. Upon Serck's request, Buyer shall provide Serck with a certificate of insurance from Buyer's insurer evidencing the insurance coverage specified in these Terms. The certificate of insurance shall name Serck as an additional insured. Upon Serck's request, Buyer shall provide Serck with a certificate of insurance from Buyer's insurer evidencing the insurance coverage specified in these Terms. Except where prohibited by law, Buyer shall require its insurer to waive all rights of subrogation against Serck's insurers and Serck.

13. Compliance with Law. Buyer shall comply with all applicable laws, regulations, and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement. Buyer shall comply with all export and import laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by Buyer. Buyer assumes all responsibility for shipments of Goods requiring any government import clearance. Serck may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other duties or penalties on the Goods. Furthermore, if, at any time, Buyer knows or has reason to believe that the covenants set forth in this Section have not been, may not have been, or may not be, complied with (a "Non-Compliance Event"), Buyer shall have an affirmative obligation to give actual notice thereof to Serck immediately and without delay. Buyer agrees and covenants further that Serck may, in its sole discretion, terminate any and all of its obligations under the contract or hereunder because of any Non-Compliance Event (regardless of whether Buyer has given notice as required by this Section), and that Serck shall not be subject to any liability as a result of, or in connection with, any such termination.

14. Termination. In addition to any remedies that may be provided under this Agreement, Serck may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (a) fails to pay any amount when due under this Agreement; (b) has not otherwise performed or complied with any terms of this Agreement, in whole or in part (or has threatened to not comply); (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors; (d) materially breaches or terminates any other contract between the parties; or (e) has a change in its ownership and/or control. Upon termination of this Agreement, all sums payable to the Serck under the Agreement will become due immediately.

15. Waiver. No waiver by Serck of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Serck. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

16. Confidential Information. All non-public, confidential or proprietary information of Serck, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Serck 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 is confidential, solely for the use of performing this Agreement

and may not be disclosed or copied unless authorized in advance by Serck in writing. Upon Serck's request, Buyer shall promptly return all documents and other materials received from Serck. Serck 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.

17. Intellectual Property.

a) “Intellectual Property Rights” shall mean patents, rights to inventions, copyright and neighboring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

b) All Intellectual Property Rights in or arising out of or in connection with the Goods or Services (other than Intellectual Property Rights in any materials provided by the Buyer) shall be owned by Serck.

c) To the extent that the Goods are to be manufactured and/or the Services are performed in accordance with specifications or instructions supplied by the Buyer, unless Serck agrees otherwise in writing, all works (including design drawings) and any idea, invention or improvement made by or on behalf of the Serck pursuant to the Buyer's commission and all Intellectual Property Rights therein (including any design right in a design created by the Serck in pursuance of the commission) shall belong to Serck.

d) All Intellectual Property Rights in Serck's trademarks and brands shall not be used by the Seller for any purpose without Serck's prior written consent and then only if used in compliance with Serck's brand guidelines and solely for the purpose of supplying Goods or Services to Serck.

18. Force Majeure.

a) Serck shall not be liable or responsible to Buyer, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond its reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, other potential disasters or catastrophes, such as epidemics, pandemics or explosions; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) shortage of adequate power or transportation



facilities; (i) default of suppliers or subcontractors; and (j) other similar events beyond Serck's control.

b) If Serck's performance of its obligations under this Agreement is affected by Force Majeure:

(i) it will give written notice to Buyer, specifying the nature and extent of the Force Majeure, as soon as reasonably practicable after becoming aware of the Force Majeure; and

(ii) subject to the provisions of this Section, the date for performance of such obligation will be deemed suspended only for a period equal to the delay caused by such event; and

c) If the Force Majeure in question continues for more than three (3) months, either party may give written notice to the other to terminate the Agreement. The notice to terminate must specify the termination date, which must not be less than 15 (fifteen) days after the date on which the notice is given, and once such notice has been validly given, the Agreement will terminate on that termination date.

d) Serck will not be in breach of the Agreement or otherwise liable to the Buyer in respect of any failure to perform or delay in performing any of its obligations to Buyer attributable to any cause preventing Serck from performing any or all such obligations which arise from or are attributable to acts, events, omissions or accidents due to Force Majeure provided that the Serck complies with the notice provision in (b) of this Section.

19. Assignment. Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Serck. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.

20. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

21. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms. Any Serck affiliate may enforce any term of this Agreement.

22. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Colorado, without giving effect to the principles of conflict of laws thereof. All disputes arising out of or in connection with this Agreement shall be submitted to the exclusive jurisdiction of the federal or state courts having jurisdiction in Denver, Colorado. The parties to this Agreement hereby irrevocably waive any objection to jurisdiction and venue of any action instituted in

connection herewith and shall not assert any defense based on lack of jurisdiction or venue or based upon forum non conveniens.

23. Notices. Any notice or other document to be served under this Agreement shall be in writing to the other party may be delivered, emailed or mailed to the addresses set forth on the face of the Sales Confirmation or to such other address that may be designated by the receiving party in writing. All notices shall be delivered by personal delivery, email, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid).

24. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

25. Survival. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Limitation of Liability, Insurance, Compliance with Laws, Confidential Information, Intellectual Property, Governing Law; Venue and Survival.

26. Costs. Each party will pay the costs and expenses incurred by it in connection with entering into of this Agreement.

27. Amendment and Modification. This Agreement may only be amended or modified in a writing stating specifically that it amends this Agreement and is signed by an authorized representative of each party.