

General Terms and Conditions for the Sale of Goods and the Performance of Services Fruh Packaging Inc.

1. SCOPE AND VALIDITY

1.1. These General Terms and Conditions for the Sale of Goods and the Performance of Services (these "Terms") govern the sale and delivery of all goods and products (the "Products") and the performance of services (the "Services"), and all transactions incidental thereto, by or on behalf of Fruh Packaging Inc. ("Fruh") to/for any of its customers (each a "Customer").

1.2. No other terms or conditions shall be of any force or effect unless otherwise specifically agreed upon by Fruh in a writing duly executed by an authorized officer of Fruh. These Terms supersede any and all prior oral quotations, communications, agreements, or understandings of the parties in respect to the sale and delivery of the Products and the performance of Services. Any additional or different terms or conditions contained in Customer's Order (as defined below), response to Fruh's confirmation, or any other form or document supplied by Customer are hereby expressly rejected and are rendered null, void, and of no effect. These Terms may not be modified, amended, waived, superseded, or rescinded, except by written agreement signed by an authorized officer of Fruh. Delivery of the Products or performance of Services by Fruh do not constitute acceptance of any of Customer's terms and conditions and do not serve to modify or amend these Terms.

1.3. The issuance of an Order (as defined below) by Customer to Fruh or any communication or conduct of Customer which confirms an agreement for the delivery of Products or performance of Services by Fruh, as well as acceptance in whole or in part by Customer of any delivery of Products or performance of Services by Fruh, shall be construed as Customer's acceptance of these Terms.

2. OFFERS, ORDERS AND CONFIRMATION

2.1. Unless otherwise specified by Fruh in writing, all offers made by Fruh are valid for a period of thirty (30) days from the date of the offer and may be revoked by Fruh at any time after such 30-day period.

2.2. Customer shall issue to Fruh orders for the purchase of Products and/or performance of Services, in written form via facsimile, e-mail, or US mail (each, an "Order"). By issuing an Order to Fruh, Customer makes an offer to purchase the

Products and/or Services pursuant to these Terms and the terms set forth on such Order.

2.3. Fruh may refuse an Order, a blanket Order, or Release (as defined below) for any or no reason. No Order or Release (as defined below) is binding upon Fruh until Fruh's acceptance of the Order, blanket Order, or Release in writing, the issuance of any governmental permit, license, or authority to Fruh, as may be required under applicable laws, rules and regulations, and the receipt by Fruh of a resale license to be provided by Customer (a "Confirmed Order").

2.4. Customer may place blanket Orders for a specific quantity of the Products which shall be purchased by Customer on the dates or within the time periods specified on the respective blanket Orders or as the parties may agree in writing from time to time. Prior to or at the time of the scheduled purchases, Customer shall issue release Orders (each, a "Release") to Fruh for the purchase of the Products. The minimum number of Products in a Release shall be [INSERT QUANTITY]. Blanket Orders and Releases shall only become binding on the parties if accepted by Fruh pursuant to Section 2.3. Upon confirmation of a blanket Order or Release by Fruh pursuant to Section 2.3, such blanket Order or Release shall be considered a Confirmed Order for the purposes of these Terms. Customer agrees to purchase all Products under a blanket Confirmed Order within six (6) months following the date of Fruh's written confirmation. Notwithstanding the issuance of a Release, any remaining Products on a blanket Confirmed Order on the six-month anniversary of Fruh's written confirmation shall be delivered by Fruh to Customer and paid by Customer in accordance with these Terms.

2.5. Specifications and other information on drawings, data sheets, pictures, plans, brochures, catalogs, or Fruh's website shall not be binding on Fruh unless such specifications and information have been agreed to in writing by Fruh in a Confirmed Order. Notwithstanding a Confirmed Order, Fruh shall have no obligation to deliver Products to, or perform Services for Customer or otherwise fulfill any of its obligations set forth in a Confirmed Order if Customer is in breach of any of its obligations hereunder or any Confirmed Order.

2.6. Customer may submit to Fruh written requests to change the terms of a Confirmed Order (each such request, a "Change Order Request"). Fruh may, at its sole discretion, consider such

Change Order Request, provided that Fruh will have no obligation to perform any Change Order Request unless and until Fruh has agreed in writing to adopt such Change Order Request. If Fruh elects to consider such a Change Order Request, then Fruh shall promptly notify Customer of any adjustment to the applicable purchase price for the Products and fees for the Services.

2.7. In the event Customer cancels any Confirmed Order for any reason, Customer shall reimburse to Fruh all of Fruh's costs and expenses associated with or incurred due to such cancellation, including but not limited to the cost of raw materials, labor, and storage. If the parties have terminated its business relationship in writing or Customer has not placed an order for the Products for at least three (3) months, Fruh may charge Customer the cost of all remaining materials (including packaging materials), labels, and Tooling (as defined below) that Fruh has manufactured or acquired specifically for Customer.

2.8. Each Confirmed Order shall be considered a separate agreement between the parties, and any failure to deliver the Products or perform the Services under any Confirmed Order shall have no consequences for other deliveries of Products or performance of Services.

3. PRICES

3.1. The price of the Products and fees for the Services shall be as set forth in the applicable Confirmed Order.

3.2. Unless otherwise agreed by the parties in a Confirmed Order, the price of the Products and fees for the Services shall not include transportation, insurance, packaging, and Tooling (as defined below) and other materials used for the manufacturing and delivery, sales or use tax or any other similar applicable federal, state or foreign taxes, duties, levies, or charges in any jurisdiction in connection with the sale or delivery of the Products ("Taxes"), provided that for the performance of Services, Fruh may agree to include transportation and packaging in the fee. Such Taxes shall be payable by Customer, and if Fruh is responsible for the collection thereof, such Taxes shall either be added to the price invoiced or be separately invoiced by Fruh to Customer. Should any unforeseeable increases in Fruh's cost of materials or labor occur after the date of any Confirmed Order, Fruh shall, in its sole

discretion, be entitled to unilaterally increase the agreed prices and/or fees on any quotation or Confirmed Order accordingly.

3.3. Special crates, pallets, top boards, and other materials deemed necessary by Fruh for the delivery of the Products or Services shall be charged separately to Buyer. Fruh may, at its sole discretion, issue a refund of such fee (or a portion thereof) if Customer returns such materials in good condition (as reasonably determined by Fruh).

4. PAYMENT TERMS

4.1. Except as set forth in Section 4.2 or unless otherwise agreed in writing by Fruh, the purchase price for the Products, fees for the Services and all other amounts due under a Confirmed Order shall be due and payable in US dollars within thirty (30) days following the date of Fruh's invoice for such Products and/or Services without any discount, deduction or offset whatsoever. In no event shall any loss, damage, injury or destruction, Force Majeure (as defined below), or any other event beyond Customer's control release Customer from its obligation to make the payments required herein. Payment of all amounts due hereunder shall be made by check, wire transfer, credit card, or in any other manner set forth on Fruh's invoice. Payment by credit card, if agreed by Fruh, shall be subject to a surcharge of 5% of the total amount due on the respective invoice. Customer shall be solely responsible for any bank fees, or other fees, incurred due to the wire transfer or any other selected payment method.

4.2. In the event Fruh becomes aware of circumstances or has reason to believe that there are circumstances that may have an adverse effect on Customer's financial condition, Fruh may require the Customer to pay the total amount of the purchase price or fees, or a portion thereof prior to the delivery of the Products or performance of the Services. Fruh may, without any liability to Customer, refuse the delivery of any Product or performance of any Service in the event the Customer fails to make the payment as required under this Section 4.2.

4.3. Time is of the essence for the payment of all amounts due to Fruh under any Confirmed Order. If Customer fails to make payments of any

amount when due, Customer shall pay interest to Fruh at the rate of three percent (3%) per month or such lesser amount as may be permitted by applicable law starting from the due date until payment to Fruh of such amount in full. In addition to the interest, Fruh may, at its sole discretion, charge the Customer a flat fee for each reminder notice issued to Customer due to late payments. If Customer fails to comply with these Terms or a Confirmed Order, or if Customer becomes insolvent, all balances then due and owing to Fruh shall become due immediately, notwithstanding any payment terms agreed by the parties. All costs and expenses incurred by Fruh with respect to the collection of overdue payments (including, without limitation, reasonable attorney's fees, expert fees, and other expenses of litigation) shall be borne by Customer. Every payment by Customer shall first be applied to pay for Fruh's cost of collection, then interest owed by Customer, and then to the oldest outstanding claim.

5. SECURITY INTEREST

5.1. If Fruh extends credit to Customer for the purchase price for any Products (including but not limited to pursuant to Section 4.1.), or any other amounts due to Fruh, Customer hereby grants to Fruh as security for the timely payment and performance of all Customer's payment obligations to Fruh, a first priority security interest (the "Security Interest") in all Products heretofore or in the future delivered to Customer and in the proceeds thereof for as long as such Products shall not have been sold by Customer in the ordinary course of business (the "Collateral"). Fruh shall be entitled to file any and all financing, continuation, or similar statements under the Uniform Commercial Code in any jurisdiction and take any and all other action necessary or desirable, in Fruh's sole and absolute discretion, to perfect its Security Interest in the Collateral and to establish, continue, preserve, and protect Fruh's Security Interest in the Collateral. Customer agrees to take any and all actions and provide Customer with all information necessary to enable Fruh to perfect and enforce its Security Interest in all jurisdictions and vis-à-vis any of Customer's creditors, and hereby irrevocably grants to Fruh a power of attorney to execute all necessary statements or documents in Customer's name for the perfection and enforcement of such Security Interest. The Security Interest shall remain in force until payment in full of the entire purchase price for such Products, and any other amounts due to Fruh by

Customer. Fruh may, without notice, change or withdraw extensions of credit at any time.

6. OBLIGATIONS OF CUSTOMER

6.1. In connection with these Terms and each applicable Confirmed Order, Customer shall in a timely manner (i) deliver to Fruh or make accessible to Fruh, at Customer's sole expense, at the agreed location, time and quantity the materials intended for processing by Fruh including any related data, information and other resources necessary for Fruh to deliver the Products and/or perform the Services, as applicable or as may be required by Fruh from Customer from time to time (collectively, the "Customer Resources"); and (ii) perform Customer's duties and tasks under the applicable Confirmed Order, and such other duties and tasks as may be required to permit Fruh to deliver the Products and/or perform the Services. Customer shall be solely responsible for ensuring that all such Customer Resources are accurate and complete and solely liable for damages caused by or which resulted from the use of the Customer Resources by Fruh or a third party.

6.2. If Customer fails to meet its obligations hereunder or the applicable Confirmed Order, including but not limited to Customer's breach of its payment obligations hereunder, or if Fruh has reason to believe that Customer is not able to fulfill its obligations hereunder, Fruh may, in addition to its rights under Section 4.2, without any liability to Customer, refuse the delivery of the Products or performance of the Services until Customer has fulfilled its obligations hereunder.

6.3. Customer shall use the Products and Services solely for their intended purpose and agrees to use only qualified personnel for the handling of the Products and use of the Services. Customer shall ensure that its customers, employees, agents, and other representatives comply with this Section 6.3.

6.4. Customer agrees to provide Fruh with a non-binding forecast of the anticipated volume of orders of the Products for each calendar year (each, an "Annual Forecast"). Customer shall provide Fruh the Annual Forecasts no later than thirty (30) days prior to the first day of each subsequent calendar year, provided that the first Annual Forecast shall be provided for the remaining period of the then current calendar year no later than [thirty (30)] days after the date of the first

Confirmed Order. Annual Forecasts are for informational purposes only and do not create any binding obligations on behalf of any party; provided, however, that Fruh shall not be required to manufacture and sell to Customer any quantity of Products that is unreasonably disproportionate to any Annual Forecast for the period covered by such Annual Forecast.

7. DELIVERY AND ACCEPTANCE

7.1. Unless otherwise agreed in writing by Fruh, all deliveries of Products shall be made ex works (Incoterms 2020) and title to and risk of loss for the Products shall pass to Customer upon delivery pursuant to this Section 7.1.

7.2. Any delivery and performance times or dates communicated by or on behalf of Fruh are estimates and shall not be binding on Fruh. Fruh may make partial delivery of Products to be delivered or partial performance of Services under any Confirmed Order and invoice Customer separately for such partial deliveries or performance. In no event shall Fruh be liable for any delay in delivery of the Products or performance of Services, and no delay in delivery of any Products or performance of any Services shall relieve Customer of its obligation to accept the delivery or performance thereof and make payments of any amounts due in accordance with these Terms, including but not limited to delays caused by Customer's failure to fulfill its obligations under Section 6 or governmental restrictions on exports or imports and similar measures.

7.3. Customer's failure to accept the delivery of Products or performance of Services pursuant to a Confirmed Order shall not release or excuse Customer from its obligation to timely pay all amounts due in connection with such Confirmed Order. The Products shall be deemed delivered and/or the Services performed at the time the Products or the Services have been made available to Customer. If Customer rejects or revokes acceptance of Products or Services, or fails to pay any amounts when due, Fruh, in its sole and absolute discretion, may extend the period of delivery of Products or performance of Services by such period as Fruh may deem reasonable with such period not exceeding three (3) months from the agreed delivery date, or withhold or cancel delivery of any Products or performance of Services, or cancel any or all Confirmed Orders without any further obligations to Customer

whatsoever. In such event, Customer shall be responsible for any and all costs and expenses incurred, or damages or losses suffered by Fruh in connection with any such delay notwithstanding any action or inaction by Fruh with regard to such delay. Any remaining Products that have not been accepted by Customer within the extended delivery period determined by Fruh will be delivered and invoiced by Fruh to Customer and Customer agrees to accept such delivery and pay for the purchase price and other amounts payable for the delivered Products.

7.4. Unless otherwise agreed by Fruh in a Confirmed Order, costs for transportation and insurance for the delivery of the Products shall be borne solely by Customer. Any special requests concerning shipping, transportation, and insurance shall be communicated to Fruh in a timely manner and subject to Fruh's prior written approval. Customer shall bear all costs resulting from such requests.

7.5. Notwithstanding the quantity of the Products on any Confirmed Order, Fruh may deliver up to 50% more or less of the agreed quantity and Customer agrees to accept such delivery and pay for the purchase price of the Products actually delivered and other amounts due in relation thereto. For the avoidance of doubt, this Section 7.5. only applies to Products. Fruh shall perform the Services pursuant to the instructions or specifications in the applicable Confirmed Order.

8. EXAMINATION AND CONFORMITY TO ORDER

8.1. Promptly upon receipt of any Products, Customer shall conduct a full and complete inspection of such Products as to any defects and to confirm compliance with all requirements of the applicable Confirmed Order. Customer shall notify Fruh in writing of any packaging defects, apparent defects or non-compliance of such Products with the applicable Confirmed Order that Customer has or could reasonably have discovered during such inspection within seven (7) days from the date of receipt of such Products, and Customer shall notify Fruh in writing within three (3) days of the date on which Customer shall first have become aware of any hidden defect or non-compliance which could not reasonably have been discovered during Customer's initial inspection of the Products. Such notification shall include reasonable details (including images) on

the alleged defects including lot, batch, or order numbers.

8.2. If Customer fails to timely notify Fruh of any defects or other non-compliance of any Products delivered or Customer (or its customers, employees, agents, or representatives) uses, destroys, or modifies any Products that Customer knows or should have known to be defective or non-compliant without Fruh's prior written consent, Customer shall be deemed to have unconditionally accepted such Products and waived all of its claims for breach of warranty or otherwise in respect of such Products.

8.3. Customer may only return the Products to Fruh with Fruh's prior written approval. If the return has been approved by Fruh, Customer shall return the Products to Fruh at Customer's sole risk and expense to the destination directed by Fruh.

8.4. Complaints of Customer in connection with the shipping or transport shall be directed to the carrier promptly upon receipt of the delivery or the freight documents.

9. LIMITED PRODUCT WARRANTY

9.1. Fruh warrants to Customer that the Products will be free of defects in material and workmanship and conform with the requirements set forth in the applicable Confirmed Order at the time of delivery (the "Limited Product Warranty").

9.2. Unless expressly agreed to in writing by Fruh, Fruh makes no warranty that the Products comply with applicable law, regulations, or specifications in any jurisdiction in which the Products may be sold or marketed. Any governmental or other approvals necessary in connection with the sale, marketing, distribution, or use of the Products shall be Customer's sole responsibility.

9.3. The Limited Product Warranty shall be void if the Defect (as defined below) resulted from (a) improper or inadequate, use, storage, handling, operation, integration, or unauthorized alteration, modification, or repair of the Products (including without limitation, the use, storage, handling, operation, or integration of the Products contrary to written instructions and/or recommendations of Fruh, inadequate training of personnel, or usage of improper resources or accessories, (b) acts or omissions of Customer or third parties following

delivery of the Product, (c) Force Majeure, or (d) ordinary wear and tear of the Products.

9.4. In the event of an alleged breach of the Limited Product Warranty (a "Defect"), Customer shall, at Customer's sole expense, send the Product to Fruh. Fruh shall within a reasonable period conduct the necessary tests on such Product. If Fruh confirms the Defect, Fruh shall, at its sole option, repair or replace the Defective Product. In the event Fruh is unable to repair or replace the Defective Product within a reasonable time, Fruh may, at its sole discretion, issue a refund to Customer in the amount Fruh deems adequate. Such repair, replacement, or refund shall be the sole liability of Fruh and the sole remedy of Customer with respect to a Defect. In no event shall any warranty claims for a Defect be made after six (6) months from the date of Customer's receipt of the Products. Any Products or parts thereof removed and replaced by Fruh under this Section 9.4 shall be the property of Fruh.

9.5. Fruh warrants that the Services will be performed in a professional and workmanlike manner consistent with general industry standards (the "Services Warranty"). If there is a breach of the Services Warranty, Fruh may, at Fruh's sole discretion, re-perform the non-conforming Service or refund to Customer the fees paid for the non-conforming Service. Such re-performance or refund shall be Customer's sole and exclusive remedy and Fruh's entire liability for any breach of the Services Warranty.

9.6. Except for the warranties granted under this Section 9, Fruh makes no other warranties with respect to the Products or Services, and no person is authorized to make any warranties on behalf of Fruh that are inconsistent with the warranties set forth under this Section 9. ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT, ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED.

10. LIMITATION OF LIABILITY

10.1. IN NO EVENT SHALL FRUH BE LIABLE TO CUSTOMER, ITS CUSTOMERS, EMPLOYEES, AGENTS AND OTHER REPRESENTATIVES FOR ANY INDIRECT, INCIDENTAL,

PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, REVENUE, GOODWILL OR USE, WHETHER IN AN ACTION IN CONTRACT, TORT, STRICT LIABILITY, OR IMPOSED BY STATUTE, OR OTHERWISE, EVEN IF FRUH WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY OF THE TERMS CONTAINED HEREIN, FRUH'S LIABILITY FOR ANY CLAIM – WHETHER BASED UPON CONTRACT, TORT, EQUITY, NEGLIGENCE OR ANY OTHER LEGAL CONCEPT – SHALL IN NO EVENT EXCEED THE PURCHASE PRICE PAID BY THE CUSTOMER FOR THE PRODUCTS OR FEES FOR THE SERVICE, AS MAY BE APPLICABLE, GIVING RISE TO SUCH CLAIM. CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THESE TERMS FAIRLY ALLOCATE THE RISKS BETWEEN FRUH AND CUSTOMER, THAT FRUH'S PRICING REFLECTS THIS ALLOCATION OF RISK, AND BUT FOR THIS ALLOCATION AND LIMITATION OF LIABILITY, FRUH WOULD NOT HAVE ENTERED INTO AN AGREEMENT WITH CUSTOMER TO SELL PRODUCTS TO OR PERFORM SERVICES FOR CUSTOMER.

10.2. Fruh shall not be liable for, and Customer assumes responsibility and shall indemnify, defend and hold Fruh harmless for, any and all claims, including without limitation claims for personal injury or property damages, resulting from (i) the improper or inadequate use, storage, handling, operation, integration or unauthorized alteration, modification or repair of the Products, (ii) Customer's failure to properly communicate Fruh's instructions and warnings to users of the Products, or (iii) non-compliance with applicable laws, rules and regulations.

10.3. In jurisdictions that limit or preclude limitations or exclusion of remedies, damages, or liability, such as liability for gross negligence or willful misconduct or do not allow implied warranties to be excluded, the limitation or exclusion of warranties, remedies, damages or liability set forth in these Terms are intended to apply to the maximum extent permitted by applicable law, and these Terms shall be deemed amended to comply with such limitations or exclusions. Customer may also have other rights that vary by state, country or other jurisdiction.

11. CONFIDENTIALITY

11.1. "Confidential Information" means: (i) any know-how, trade secrets, and other business or technical information of Fruh that is confidential or proprietary or due to its nature or under the circumstances of its disclosure the Customer knows or has reason to know should be treated as confidential or proprietary, including but not limited to quotations, drawings, project documentation, samples and models.

11.2. Confidential Information does not include information that: (i) is or becomes generally known to the public through no fault or breach of these Terms by the Customer; (ii) is rightfully known by the Customer at the time of disclosure without an obligation of confidentiality; (iii) is independently developed by the Customer without use of Fruh's Confidential Information; (iv) is rightfully received by the Customer from a third party without restriction on use or disclosure; or (v) is disclosed with Fruh's prior written approval.

11.3. Customer shall not use Fruh's Confidential Information except as necessary to use the Products or Services and will not disclose such Confidential Information to any third party except to those of its employees, agents, or representatives who have a bona fide need to know such Confidential Information to enable Customer to use the Products and Services; provided that each such employee, agent and/or representative is/are bound by a written agreement that contains use and nondisclosure restrictions not less stringent than the terms set forth in this Section 11.3. The Customer will employ all reasonable steps to protect Fruh's Confidential Information from unauthorized use or disclosure, including, but not limited to, all steps that it takes to protect its own information of like importance. The foregoing obligations will not restrict the Customer from disclosing Fruh's Confidential Information: (i) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the Customer gives reasonable notice to Fruh to contest such order or requirement; (ii) to its legal or financial advisors; and (iii) as required under applicable securities regulations.

11.4. In the event of a violation or threatened violation of Customer's obligations under this Section 11, Fruh shall be entitled to seek equitable relief, including in the form of a restraining order,

orders for preliminary or permanent injunction, specific performance and any other relief that may be available from any court, without the requirement to secure or post any bond, or show actual monetary damages in connection with such relief. These remedies shall not be deemed to be exclusive but in addition to all other remedies available under these Terms, at law, or in equity.

12. FORCE MAJEURE

12.1. Fruh shall not be responsible for any failure or delay in its performance under these Terms due to causes beyond its reasonable control, including, but not limited to, disruptions of the public power supply, communications, and transportation infrastructure, governmental measures, malware or hacker attacks, fire, extraordinary weather events, epidemics, nuclear and chemical accidents, earthquakes, war, terrorist attacks, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, or other acts of God.

13. TOOLING

All tooling, dyes, test and assembly fixtures, gauges, jigs, patterns, casting patterns, cavities, molds, drafts, originals, negatives, printing plates, films, digital data, blister tools, punching knives, printing plates, embossing and printing rollers, samples, and documentation (including engineering specifications and test reports) used by Fruh in connection with its manufacture and sale of the Products and performance of the Services, together with any accessions, attachments, parts, accessories, substitutions, replacements and appurtenances thereto is owned solely by Fruh (collectively, "Tooling"). Unless otherwise agreed by Fruh in writing, Customer has no right, title, or interest in or to any of the Tooling. Fruh may charge an additional fee to Customer for the wear and tear and maintenance of Tooling that Fruh uses specifically for the manufacturing and sale of the Products to Customer or performance of Services.

14. MISCELLANEOUS

14.1. If any provision contained in these Terms or any Confirmed Order is held by final judgment of a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalid, illegal, or unenforceable provision shall be severed from the remainder of these Terms or such Confirmed

Order, and the remainder of these Terms or such Confirmed Order shall be enforced. In addition, the invalid, illegal or unenforceable provision shall be deemed to be automatically modified, and, as so modified, to be included in these Terms, such modification being made to the minimum extent necessary to render such provision valid, legal, and enforceable.

14.2. Fruh may assign its rights and/or delegate its liabilities under any Confirmed Order at any time including but not limited to Fruh's rights to any account receivables by Customer. Customer may not assign its rights or delegate its responsibilities under a Confirmed Order without Fruh's prior written consent.

14.3. Fruh's waiver of any breach or violation of these Terms or the provisions of any Confirmed Order by Customer shall not be construed as a waiver of any other present or future breach or breaches by Customer.

14.4. The parties hereto are independent contractors and nothing in these Terms will be construed as creating a joint venture, partnership, employment, or agency relationship between the parties.

14.5. Notices by a party regarding the exercise of rights and obligations under these Terms must be signed by authorized representatives of such party, and delivered via courier, mail, or e-mail to the other party's address indicated in the applicable Confirmed Order, provided that a notice by e-mail shall only be validly given if receipt thereof is acknowledged in writing by the recipient.

15. DATA PROTECTION

15.1. Any collection, processing, and use of personally identifiable information provided by Customer to Fruh (if any) is governed by Fruh's privacy policy which can be found at fruh.us/data-protection as such may be amended by Fruh from time to time.

16. ENTIRE AGREEMENT; CONFLICTS.

16.1. These Terms, including the applicable Confirmed Order, constitute the entire and exclusive agreement of the parties regarding the subject matter hereof and supersede any and all prior or contemporaneous agreements, communications, and understandings (both written and oral) regarding such subject matter. In the event of a

conflict between the provisions of these Terms and the provisions of a Confirmed Order, the provisions of the Confirmed Order will govern and control. Fruh may amend or modify these Terms from time to time. Fruh may, at its sole discretion, provide Customer with written notice of any such changes, revisions, amendments, or modifications, provided, however that any such changes, revisions, amendments, or modifications shall become effective without any further action by any party and that they shall not apply to any Confirmed Order prior to the effective date of such changes, revisions, amendments, or modifications.

17. APPLICABLE LAW AND JURISDICTION

17.1. These Terms and the Confirmed Orders shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to any choice or conflict of law provision or rule that would defer to or cause the application of the substantive laws of any jurisdiction other than the Commonwealth of Pennsylvania. The parties hereby expressly exclude the application of the 1980 United Nations Convention on Contracts for the International Sale of Goods.

17.2. Any dispute, controversy, or claim arising out of or relating to these Terms and any Confirmed Order, including but not limited to the execution, performance, or termination thereof or to any issue of liability arising out of the performance of these Terms or any Confirmed Order, which the parties have not been able to settle amicably shall be submitted to the exclusive jurisdiction of the state or federal courts with jurisdiction in Uwchlan Township, Commonwealth of Pennsylvania, Chester County, provided that notwithstanding the foregoing, Fruh shall be entitled to seek specific performance and injunctive relief in any court of competent jurisdiction. Each party hereby waives any and all claims, pleas, or defenses (including without limitation a plea for *forum non conveniens*) that would permit such party to seek the jurisdiction of any courts or arbitration tribunals other than those set forth in the preceding sentence.

17.3. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THESE TERMS.