

## **GENERAL CONDITIONS OF SALE**

### **ARTICLE 1- SUBJECT AND FIELD OF APPLICATION**

1.1 – By placing a Purchase Order (the “Order”) that has been confirmed in writing by ABO Supply, a Texas limited liability company and a member of ENTREPOSE Services Group (hereinafter, “ABO Supply”), the purchaser set forth on the Order (hereinafter, the “Purchaser”) voluntarily elects to enter into and be bound by these General Conditions of Sale (hereinafter, this “Agreement”).

This Agreement, in conjunction with such other terms and conditions as may be set out in the Order, shall apply to all sales of goods and products by ABO Supply (the “Goods”), and as may be provided in the Order, specific services provided by ABO Supply (the “Services”) to Purchaser.

Delay or failure in enforcing any or all of the terms and conditions of this Agreement shall not constitute a waiver nor preclude any subsequent enforcement. Failure to take prompt action with respect to any act or omission contrary to these terms and conditions shall not constitute a waiver of any right with respect to such act or omission or any subsequent act or omission.

1.2 – This Agreement and any Order(s) shall reflect the complete agreement between ABO Supply and Purchaser with respect to the subject matter of the Order and, except in the case of fraud, such written agreement supersedes all previous negotiations, representations, agreements, commitments and writings in respect thereof. Neither ABO Supply nor Purchaser shall be bound by any terms, conditions, definitions, warranties, understandings or representations with respect to such subject matter other than as expressly provided in the Order(s) or this Agreement or as duly set forth on or subsequent to the effective date thereof in writing. Any document other than this Agreement regarding the sale of Goods or provision of Services by ABO Supply such as catalogues, prospectuses, advertisements, and notices shall be purely for informational purposes and shall not be binding contractual agreements between the parties.

1.3 – This Agreement shall be valid until terminated pursuant to its terms or by ABO Supply upon one-month prior written notice to Purchaser. Purchaser shall pay to ABO Supply its charges for all Goods and Services provided through the date of termination, regardless of result and even though the Agreement and the Services have terminated. This provision will survive the termination of this Agreement.

### **ARTICLE 2 - ORDERS**

2.1 - "Order" shall mean any Order placed by Purchaser for the Goods and/or Services sold by ABO Supply to Purchaser. Orders, including the written attachments thereto, are deemed non-binding offers on behalf of Purchaser, even when taken through one of the representatives or employees of ABO Supply, until acknowledged and accepted in writing by a duly authorized officer or representative of ABO Supply. Written acknowledgement and acceptance of the Order shall render the Order a binding contract. Orders must include or have attached this Agreement to be accepted by ABO Supply.

2.2 - Purchaser may not cancel or terminate the Order after written acceptance by ABO Supply. Any request for changes to the composition or volume of an Order (a “Change Order”) placed by Purchaser shall not be taken into account by ABO Supply unless the request is made in writing and is received by ABO Supply no later than two (2) business days after receipt by ABO Supply of the initial Order. In the event of a Change Order, ABO Supply shall not be required to meet the estimated deadlines set forth in the original Order and the parties shall mutually agree upon revised deadlines.

2.3 - Acceptance of the Order or the Change Order by ABO Supply shall be at the sole discretion of ABO Supply and may require any or all of the following to be provided by Purchaser: (1) all necessary administrative authorizations, (2) a deposit of not less than thirty percent (30%) of the Order Price, and (3) a contractual guarantee or additional security as requested by ABO Supply (i.e., bank guarantee, letter of credit, parent company guarantee, etc).

### **ARTICLE 3 – RATE; PRICE**

3.1 – All prices, terms and conditions are subject to change without prior approval by Purchaser; provided, however, that any increase in price shall require written notice to Purchaser and such increase in price shall be applicable on the date indicated on such written notice.

3.2 – ABO Supply shall provide the Goods or Services indicated on the Order for the price set forth on the Order (the “Order Price”) paid either in periodic instalments or in full by Purchaser. The Order Price is exclusive of any federal, state, local, sales, use, excise or similar taxes imposed by any government, governmental unit or similar authority, on

the sale or use of the Goods or Services. Such other amounts shall be borne by Purchaser and will be added to the Order Price where applicable.

Unless it shall have been agreed otherwise in writing, the Order Price shall be net, not including carriage or delivery prices, and expressed in US Dollars exclusive of taxes on the basis of the rates communicated to Purchaser in the Order, and may not be amended once approved by the Parties.

Should ABO Supply have to bear additional costs in the performance of the Order that are not otherwise covered by the Order Price, ABO Supply shall notify Purchaser of same with supporting documentation. Thereafter ABO Supply shall be entitled to invoice Purchaser for such additional costs.

3.3 - Unless otherwise agreed in writing, ABO Supply's invoices shall be payable within thirty (30) calendar days from the date of the issue of the invoice.

The Order Price and additional charges shall be payable by electronic bank transfer to ABO Supply's designated bank account and Purchaser shall only be considered to have performed its payment obligation when the sums have been received by ABO Supply's bank in funds that are available immediately. Payment shall then be considered to have been made by Purchaser under this Agreement.

In the case of partial payments based on the partial delivery of Goods and/or Services as previously agreed upon by the parties, each partial payment defined in the Order shall be paid in full by Purchaser before delivery of the next partial delivery of Goods and/or Services.

If ABO Supply requires that payment be made by a Purchaser-furnished letter of credit issued by a first-class bank acceptable to and in favor of ABO Supply (a "Letter of Credit"), Purchaser shall be obliged to have furnished such Letter of Credit within ten (10) calendar days of the date of the Order. Should Purchaser fail to so furnish the Letter of Credit within such time period, ABO Supply shall be entitled to cancel the Order by written notice, without the need to initiate any legal proceedings, and without prejudice to any rights that ABO Supply may exercise against Purchaser for such breach in accordance with the Order, this Agreement or under applicable law, notably for damages and costs arising from such termination. The Letter of Credit, if required, shall be drafted in terms acceptable to ABO Supply, notably that it be irrevocable, confirmed, payable on sight at ABO Supply's confirming bank and among other things, permit partial consignments and delivery.

ABO Supply reserves the right to accompany this type of payment with a guarantee known as a Stand-By Letter of Credit in order to protect itself against any default by Purchaser.

Should the Parties have agreed that payment shall be guaranteed by a bank, then Purchaser shall furnish in a form acceptable to ABO Supply within ten (10) calendar days of the date of the Order a first-demand bank guarantee or a Stand-By Letter of Credit issued by a reputable first-class bank previously approved in writing by ABO Supply.

3.4 - In case of delayed payment, ABO Supply may suspend any Orders in progress with Purchaser, without prejudice to any other course of action. Past due invoices will incur interest at a rate of 1.5% per month from the date of the invoice until paid.

If full payment, including all accrued interest, is not made within 48 hours of ABO Supply's reminder notification for Purchaser payment, ABO Supply at its discretion shall be entitled to terminate or suspend any additional performance under the Order without the need for additional notice or legal proceedings. Said termination or suspension shall not only affect the Order in question, but also any previously unpaid Orders whether or not they have been delivered or are in the process of being delivered and whether or not payment is past due.

When payment is to be made in instalments, failure to pay a single instalment on or prior to the due date for such instalment shall render the entire amount of the remaining outstanding payments immediately due and payable to ABO Supply by Purchaser, without any additional notification to Purchaser whatsoever being necessary.

In all of the above cases, amounts due for other deliveries, or for any other reason, shall be immediately due and payable unless ABO Supply opts for the cancellation of the corresponding Orders.

ABO Supply shall be entitled to recover its reasonable costs and attorney's fees if Purchaser fails to timely pay an invoice.

#### **ARTICLE 4 -RESERVED OWNERSHIP CLAUSE**

Notwithstanding anything contrary under applicable laws, it is agreed by the parties that the transfer of title to any Goods shall be suspended until and shall only pass to Purchaser upon receipt of full payment of the Order Price by Purchaser, including any additional costs or accrued interest relating thereto.

In the case of seizure of the Goods or any intervention by a third party or governmental entity, Purchaser shall be required to inform ABO Supply immediately. ABO Supply reserves the right to recover the Goods provided by ABO Supply at any location by necessary means.

Purchaser undertakes to permit the identification and claim of the Goods by ABO Supply, it being agreed that Goods in stock shall be considered to correspond to the unpaid Goods. Should the Goods be resold before they have been paid for in full, Purchaser shall be required to so inform ABO Supply and Purchaser shall remain liable for unpaid charges.

#### **ARTICLE 5 - INSPECTION OF GOODS BEFORE SHIPMENT**

If the Parties have agreed that Purchaser is entitled to inspect the Goods before shipment to the designated destination, or if the applicable laws of the country to which the Goods are destined require such inspection, ABO Supply shall notify Purchaser, within a reasonable period of time prior to shipment, that the Goods are ready for inspection at the agreed place.

Purchaser shall inspect the Goods within a period of eight (8) calendar days following the date of the said ABO Supply notice at the agreed place, in such a way that the shipment of the Goods may be performed in accordance with the terms of the Order.

If Purchaser shall not have performed the said inspection within the eight-day period, it shall be required to pay the cost thereof and settle with ABO Supply any additional charges incurred, notably the costs of storage of the Goods, and additional insurance, and ABO Supply shall not be responsible for not delivering the Goods within the time period set forth in the Order due to Purchaser's delay to inspect the Goods.

#### **ARTICLE 6 - DELIVERY**

6.1 – Estimated delivery dates are provided in the acceptance of any Order for information and are only illustrative. ABO Supply shall use commercially reasonable efforts to meet the estimated delivery dates indicated in the acceptance of the Order. Notwithstanding the foregoing, ABO Supply shall not be responsible and shall bear no liability for any delay or non-performance, or any payments, fines or penalties resulting therefrom. In any event and in whatever circumstances, delivery by the estimated delivery dates can only occur if Purchaser has performed or is performing timely its obligations towards ABO Supply.

6.2 – Unless otherwise agreed between the parties, title to and risk of loss for Goods will pass to Purchaser under the INCOTERMS (2010) Ex-Works ABO Supply's designated warehouse or other location. Purchaser will pay or reimburse ABO Supply for all freight, preparation, and in-transit insurance costs from the time of delivery. Provided that Purchaser has paid the Order Price in a timely manner as described above in Article 4, Purchaser agrees that title to and risk of loss for Goods will pass to and remain with Purchaser, even if ABO Supply agrees to store the Goods and Services at an ABO Supply location until Purchaser requests delivery. The time, method, place or medium of payment will not in any way limit ABO Supply's rights in and to the Goods until payment has been received in full. On all Orders, ABO Supply shall retain a security interest in the Goods to the extent of any unpaid balance of the Order Price therefor, and ABO Supply may use all reasonable efforts to retain and/or obtain possession of such Goods until such unpaid balance has been received and accepted by ABO Supply. ABO Supply shall not be responsible for the loading and the unloading of Purchaser's transport vehicle.

6.3 – Purchaser shall, in case of damage to the Goods delivered or missing, to make all the necessary reservations with the freight forwarder. Any reservations shall be made to the freight forwarder by registered letter with acknowledgement of receipt (of which a copy shall be sent simultaneously to ABO Supply) within 3 days of receipt of the consignment, unless there are imperative arrangements to the contrary. Once this deadline has passed, the Goods shall be considered to have been accepted by Purchaser, notably with respect to visible defects as well as any discrepancy or non-conformity between the Goods delivered compared to the Goods ordered.

6.4 - No return of Goods may be made by Purchaser without the prior, express and written consent of ABO Supply. Any Goods returned without such consent shall be held at the disposal of Purchaser and shall not oblige ABO Supply to issue a credit in favor of Purchaser. Should ABO Supply elect to accept the return of Goods a lump sum deduction for Purchaser's account equal to 20% of the Ex-Works value shall be applied to each returned item.

The cost of return shall always be for Purchaser's exclusive account. All Goods returned shall be returned in the same state as that in which they were delivered. Where inspection by ABO Supply confirms the existence of a visible defect or where something is missing, ABO Supply shall have several options as follows:

- to replace the non-conforming articles and/or to make up for the missing items at its own expense,
- to render the Goods conform at no cost to Purchaser, or
- to reimburse Purchaser for the price it paid for the non-conforming and/or missing Goods and thus terminate the sale of the non-compliant and/or missing Goods.

In any event, Purchaser shall not be entitled to claim any compensation from ABO Supply. If Purchaser decides to retain any of the non-conforming Goods, it shall have the right to a repayment of an amount equivalent to the difference between, on the one hand, the value of the Goods that ought to have been delivered in compliance with the Order, and on the other hand, the value of the Goods actually delivered, such difference not to exceed five percent (5%) of the Order Price of the Goods actually delivered.

6.5 - The unreserved receipt of Goods and/or Services ordered by Purchaser shall include any apparent defect and/or missing part. A claim made by a Purchaser under the conditions and according to the procedures described in this Article shall not suspend payment by Purchaser for the Goods in question.

6.6 – Should Purchaser be prevented from accepting the delivery of the Goods on the delivery date, it shall nevertheless be obliged to pay that part of the Order Price which is payable upon delivery as if the delivery had taken place. ABO Supply shall take steps at the expense and risks of Purchaser to store the Goods. Upon Purchaser's written request, ABO Supply shall have the Goods insured at the expense of Purchaser.

#### **ARTICLE 7 – LIMITED WARRANTY**

7.1 – ABO Supply does not warrant in any way Goods not manufactured by ABO Supply and such will be sold and provided only with the express warranties, if any, that are given by the manufacturer thereof. ABO Supply will only pass through to Purchaser the express warranty, if any, granted to it by the manufacturer of such Goods.

ABO Supply's sole liability and Purchaser's exclusive remedy in any cause of action (whether in contract, tort, breach of warranty or otherwise) against ABO Supply arising out of the sale of the Goods or the provisions of the Services is expressly limited to the replacement of such on their return to ABO Supply or, at ABO Supply's option, to the allowance to Purchaser of credit for the previously paid cost of such Goods or provision of such Services within the warranty period of one (1) month following delivery of the Goods or provision of the Services. A Purchaser claim pursuant to this warranty shall be made immediately upon discovery and confirmed in writing within thirty (30) days after discovery of the defect. Defective Goods must be held for inspection or returned to the original ABO Supply delivery point upon request. Any return by Purchaser shall be subject to Section 6.4 of this Agreement. ABO Supply shall have the right to inspect the Goods claimed to be defective and shall have the right to determine the cause of such defect. Returned Goods shall become the property of ABO Supply. Notwithstanding any specification or description in its catalogs, literature or brochures of materials used in the manufacture of its products, ABO Supply reserves the right to substitute other reasonably equivalent materials without notice.

THE FOREGOING WARRANTIES FOR SERVICES AND GOODS ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED OR STATUTORY. IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY SHALL NOT APPLY AND ARE EXPRESSLY DISCLAIMED. ABO SUPPLY'S WARRANTY OBLIGATIONS AND PURCHASER'S REMEDIES THEREUNDER ARE SOLELY AND EXCLUSIVELY AS STATED HEREIN.

7.2 - The warranty shall not cover apparent defects. Defects and deterioration caused by normal wear and tear, an external accident, incorrect installation, improper use, faulty maintenance or an intervention by personnel who are not part of ABO Supply or who have not been appointed by the latter, as well as any modification to the Goods that was not planned or specified by manufacturer, are also expressly excluded from this warranty.

7.3 – ABO SUPPLY AND PURCHASER HAVE AGREED THAT THEIR RESPECTIVE RIGHTS, OBLIGATIONS AND LIABILITIES AS PROVIDED FOR IN THIS AGREEMENT SHALL ALONE GOVERN THEIR RIGHTS HEREUNDER. ACCORDINGLY, THE REMEDIES PROVIDED FOR HEREIN IN RESPECT OF OR AS A CONSEQUENCE OF: (A) ANY BREACH OF CONTRACT, OR (B) ANY NEGLIGENT ACT OR OMISSION, OR (C) DEATH OR PERSONAL INJURY, OR (D) LOSS OR DAMAGE TO ANY PROPERTY ARE TO THE EXCLUSION OF ANY OTHER REMEDY THAT EITHER PARTY MAY HAVE HAD OR MAY HAVE AGAINST THE OTHER AT LAW OR OTHERWISE.

#### **ARTICLE 8 -INTELLECTUAL PROPERTY**

Purchaser shall not infringe upon any intellectual property rights, including all copyrights, patents, trademarks, and other intellectual property, if any, of the manufacturer who sold the Goods to ABO Supply PURCHASER SHALL



INDEMNIFY, DEFEND AND HOLD ABO SUPPLY AND ITS AFFILIATES, PARENTS SUBSIDIARIES, EMPLOYEES, OFFICERS, MANAGERS AND CONTRACTORS FROM ANY AND ALL DAMAGES, LOSSES, COSTS, AND EXPENSES INCURRED AS A RESULT OF PURCHASER'S BREACH OF THIS ARTICLE 8.

#### **ARTICLE 9 - CONFIDENTIALITY**

The Parties undertake to keep strictly confidential any information concerning each of them, whatever it may be, and of which they may become aware during their commercial relationship, whether relating to the Order placed between the Parties, their commercial policy, their mutual business activities, their strategy or pricing. Each party agrees to undertake every measure required with their respective employees, contractors, staff and consultants in order to maintain this confidentiality.

#### **ARTICLE 10- FORCE MAJEURE**

"Force Majeure" shall include, but not be limited to, governmental acts or requirements, labor disputes, strikes, difficulties of supply, epidemic, war or war-like actions, acts of terror, civil disturbances or riots, weather, fire, acts of God or any other causes beyond the reasonable control of ABO Supply. "Force Majeure" shall not include events such as the insolvency of a Party or default in the obligation to pay any amount under the Order.

In the event of Force Majeure, ABO Supply shall notify Purchaser in writing, fax or e-mail, within three (3) business days of the date of the occurrence of a Force Majeure event or as soon as possible thereafter, the Order being automatically suspended from the date on which the event occurred. Similarly, when such Force Majeure event has ceased, ABO Supply shall notify Purchaser accordingly.

Should a Force Majeure event occur, the estimated delivery date(s) shall be extended by a period equal to the duration of the Force Majeure event plus a reasonable time to overcome the consequences of the Force Majeure event, and all additional costs and expenses incurred by ABO Supply, including without limitation expenses for securing and protecting and/or maintaining the Goods and/or Services, shall be paid by Purchaser to ABO Supply in addition to the Order Price ascertained at the date of the Force Majeure event. Purchaser may not cancel or withdraw the Order for delays caused by an event of the Force Majeure.

Notwithstanding any of the foregoing, if the Force Majeure event last for more than thirty (30) calendar days from the date on which it first occurred, ABO Supply shall be entitled by written notice to Purchaser to terminate the Order and this Agreement. Such termination shall be without prejudice to Purchaser's obligation to pay the due the Order Price.

#### **ARTICLE 11 – CONDITIONS FOR SERVICES TO BE PERFORMED AT PURCHASER'S PREMISES**

"Services" shall mean without limitation design, engineering and other speciality services ordered through ABO Supply by Purchaser at Purchaser's cost and under its sole responsibility which shall be performed at Purchaser's premises or at a location under the control of Purchaser for the purpose of performing the Services. The Parties agree that in connection with the Services the role of ABO Supply is limited to the placing of the Order for the Services and that thereafter Purchaser shall be exclusively responsible for the mobilization, management, implementation, including the health and safety of the personnel carrying out the Services, and demobilization of the Services

#### **ARTICLE 12 – LIABILITIES**

##### **12.1 EXCLUSION OF DAMAGES**

NOTWITHSTANDING ANY OTHER PROVISION HEREOF, IT IS EXPRESSLY AGREED THAT ABO SUPPLY SHALL NOT BE LIABLE TO PURCHASER, AND PURCHASER HEREBY AGREES TO RELEASE, INDEMNIFY AND HOLD HARMLESS ABO SUPPLY, ITS AFFILIATES, PARENTS, SUBSIDIARIES, EMPLOYEES, CONTRACTORS, OFFICERS AND MANAGERS IN RESPECT THEREOF, WHETHER BASED ON THE ORDER, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL OR INCIDENTAL DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THIRD PARTY CHARGES AND COSTS HOWSOEVER ARISING, LOSS OF OR ANTICIPATED LOSS OF CONTRACT, LOSS OF PRODUCTION, LOSS OF PROFIT OR REVENUE, BUSINESS INTERRUPTION OR LOSS OF USE, WHETHER OR NOT FORESEEABLE AT THE EFFECTIVE DATE OF THIS ORDER, ARISING FROM THE DEFAULT OF EITHER ABO SUPPLY OR PURCHASER, OR OTHERWISE SUFFERED AS A RESULT OF ENTERING INTO THE ORDER REGARDLESS OF THE SOLE, JOINT OR CONCURRENT, ACTIVE, PASSIVE OR NEGLIGENCE OR OTHER FAULT OF ABO SUPPLY.

##### **12.2 RELEASE AND INDEMNITY**

PURCHASER SHALL NOT BE RESPONSIBLE FOR AND HEREBY AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS ABO SUPPLY AND ITS INSURERS FROM AND AGAINST ALL DAMAGE, LOSS,

LIABILITY, CLAIMS, DEMANDS AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER INCLUDING ALL COSTS AND EXPENSES THEREOF AND REASONABLE ATTORNEY FEES ASSOCIATED THEREWITH ("CLAIMS") ARISING OUT OF OR IN CONNECTION WITH DAMAGE TO OR LOSS OR DESTRUCTION OF PROPERTY OF OR THE PERSONAL INJURY, ILLNESS OR DEATH OF ANY MEMBER OF PURCHASER OR ITS SUBCONTRACTORS, AGENTS, REPRESENTATIVES OR INVITEES ARISING OUT OF OR IN CONNECTION WITH THE GOODS OR SERVICES PROVIDED HEREUNDER.

ABO SUPPLY SHALL NOT BE RESPONSIBLE FOR AND HEREBY AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS PURCHASER AND ITS INSURERS FROM AND AGAINST ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH DAMAGE TO OR LOSS OR DESTRUCTION OF PROPERTY OF OR THE PERSONAL INJURY, ILLNESS OR DEATH OF ANY MEMBER OF ABO SUPPLY OR ITS SUBCONTRACTORS, AGENTS, REPRESENTATIVES OR INVITEES ARISING OUT OF OR IN CONNECTION WITH THE GOODS OR SERVICES PROVIDED HEREUNDER. ABO SUPPLY SHALL HAVE NO RESPONSIBILITY FOR THE PROVISION OF SERVICES UNDER ANY ORDER AND PURCHASER AGREES TO PROTECT, DEFECT, INDEMNITY AND HOLD HARMLESS ABO SUPPLY AND ITS INSURER FROM AND AGAINST ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH DAMAGES RESULTING FROM THE SERVICES.

NOTWITHSTANDING THE FOREGOING, ABO SUPPLY SHALL NOT BE LIABLE FOR ANY DAMAGE TO PROPERTY OR PERSONS CAUSED BY THE GOODS AND/OR SERVICES AFTER THE ORDER HAS BEEN DELIVERED AND/OR PERFORMED AS THE CASE MAY BE, AND WHILST IN THE POSSESSION OF PURCHASER, NOR SHALL ABO SUPPLY BE LIABLE FOR ANY DAMAGE TO GOODS MANUFACTURED BY PURCHASER, OR TO GOODS OF WHICH PURCHASER'S GOODS FORM A PART.

THE PARTIES AGREE THAT THERE ARE NO THIRD PARTY BENEFICIARIES, EITHER INTENDED OR IMPLIED, TO THE ORDER OR THIS AGREEMENT AND NO PARTY SHALL HAVE ANY RIGHTS TO ENFORCE OR BENEFIT THEREFROM.

#### 12.3 OVERALL LIMIT OF ABO SUPPLY LIABILITY TOWARDS PURCHASER

ABO Supply's liability for damages and expenses hereunder or in any way related hereto, whether in an action in contract, tort or otherwise, will in no event exceed the amount of the Order Price exclusive of applicable taxes or additional charges referenced in this Agreement.

#### **ARTICLE 13 - APPLICABLE LAW AND SETTLEMENT OF DISPUTES – LIMITATION PERIOD**

13.1 – This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas. The sole and exclusive jurisdiction and venue for any disputes which arise between Purchaser and ABO Supply shall be a state or federal court located in Harris County, Texas. ABO Supply may, however, take action before any competent court, especially in an application for an interim or emergency injunction.

13.2 - Purchaser shall have no claim against ABO Supply, in contract or in tort, in relation to anything performed or delivered under the Order (including claims for defective Services or Goods), unless ABO Supply has been notified in writing of such claim within twenty-four (24) months of delivery of the Services and/or Goods as the case may be.

#### **ARTICLE 14 – INDEPENDENT CONTRACTOR**

ABO Supply is and shall be an independent contractor with respect to the performance of the Services or delivery of the Goods, and neither ABO Supply nor anyone employed by ABO Supply shall be the agent, representative, employee or servant of Purchaser in the performance of such Services or Goods or any part hereof.

#### **ARTICLE 15 – MISCELLANEOUS**

15.1 – Purchaser agrees that ABO Supply shall not be bound by any changes or modifications under this Agreement, except where such change or modification is made in writing and signed by a duly authorized officer of ABO Supply.

15.2 - If any term of this Agreement is found to be unenforceable or invalid for any reason, the remaining terms of this Agreement shall continue in full force and effect and the parties agree that any unenforceable or invalid term shall be amended by the court to the minimum extent required to make the term enforceable and valid.

#### **ARTICLE 16 – ETHICAL BEHAVIOR**

Purchaser shall acquaint itself and comply with the ABO Supply Code of Conduct as displayed on ABO Supply's website (<http://www.abosupply.com>) as may be updated or modified from time to time. Purchaser agrees to perform its contractual obligations under the Order with substantially similar standards of ethical behavior

#### ***END OF GENERAL CONDITIONS OF SALE***