



Order Confirmation

FINLAYS SOLUTIONS, INC.
CONDITIONS OF SALE [October 26, 2026]

Acceptance by Finlays Solutions, Inc. (the "Company") of a customer's ("Customer") order is expressly made conditional upon and subject to the terms and conditions set out below ("Terms"). By placing an order, accepting delivery of, paying for or otherwise using any goods supplied by Company, Customer agrees to be bound by the Terms. Any of Customer's terms and conditions which are in addition to or different from the following terms and conditions (except where additional provisions specify the quantity of the ordered Goods (as defined below)), including, without limitation, any terms and conditions contained on any purchase order, acknowledgment or other document issued by Customer, are expressly objected to, rejected by the Company and shall not apply. If the Company and Customer have entered into a separate written agreement executed by authorized representatives of both parties (an "Agreed Contract"), the Agreed Contract shall prevail to the extent of any conflict with the Terms.

1. DEFINITIONS AND INTERPRETATION

1.1 In this document the following words and expressions shall have the following meanings: "Customer" means the person or persons, firm or firms, company or companies from whom an Order is received and accepted by the Company; "Conditions" means this document; "Contract" means an agreement under these Conditions between the Company and Customer for the sale of Goods by the Company to Customer formed when the Company accepts an Order subject to these Conditions; "Delivery" means delivery of Goods in accordance with Section 6; "Delivery Date" means the date specified by the Company for Delivery; "Goods" means any goods (or any portion or portions of them) specified in a Contract to be supplied to Customer by the Company; "Order" means any order provided by Customer to the Company for the purchase of Goods from the Company; "Price" means the price of the Goods to be paid by Customer as determined in accordance with Section 4; "Price List" means the Company's price list for the Goods as from time to time amended by the Company and provided or made available to Customer by the Company; and "Specifications" means the written specifications for the Goods provided by the Company to Customer or otherwise agreed to in writing by the Company and Customer.

1.2 Except to the extent that the context or the express provisions of these Conditions require otherwise, in these Conditions: (a) words in the singular shall include the plural and vice versa; (b) words in one gender shall include both genders; (c) references to these Conditions shall be construed as references to these Conditions as modified, amended, varied, supplemented, restated or replaced by the Company from time to time; (d) references to any statute, rule or regulation shall include any statute, rule or regulation which amends, extends, consolidates or replaces the same and shall include any judicial or administrative interpretation thereof; (e) references to a "person" includes any individual, firm, corporation, limited liability company, partnership, association, trust, joint venture, government or any agency thereof; and (f) references to "written" or "in writing" will include email communications.

1.3 The headings to the Sections of these Conditions are for convenience only and are not intended to, and shall not, be part of or affect the interpretation or construction of these Conditions or a Contract.

2. APPLICATION OF CONDITIONS AND ORDERING OF GOODS

2.1 These Conditions will apply to a Contract to the exclusion of all other terms and conditions including, without limitation, any terms or conditions which Customer otherwise purports to apply to an Order, whether presented by Customer in a purchase order or otherwise. 2.2 Each Order will be deemed to be an offer by Customer to purchase the Goods subject to these Conditions.

2.2 No description, specification or illustration contained in any Company product pamphlet or other sales or marketing literature, and no representation (whether written or oral), correspondence or other statement shall form part of a Contract. Customer agrees that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in a Contract.

2.3 No Contract may be cancelled by Customer after it is accepted by the Company, except with the express written agreement of the Company.

2.4 The Company reserves the right to make reasonable changes to the Goods, Specifications, manufacturing process, source of supply, packaging, labelling, manufacturing location or transportation arrangements at any time, provided such changes do not materially affect the agreed Specifications of the Goods.

3. LIMITED WARRANTY; DISCLAIMER

3.1 The Company warrants that the Goods shall conform to the applicable Specifications. The foregoing warranty is exclusive and in lieu of all other warranties, whether written, oral, express, or implied, including, without limitation, any implied warranties or representation as to merchantability, fitness for particular purpose, non-infringement, or any other matter, all of which are hereby expressly disclaimed. This warranty is applicable only to Customer as the original purchaser and is not transferable, unless Customer is purchasing the Goods as an agent for an ultimate customer, and the Company has knowledge of such and has agreed to same in writing. No person is authorized to give any additional warranties on the Company's behalf or to assume for the Company any other liability in connection with these Conditions, except in writing and signed by an authorized officer of the Company. The Customer's sole and exclusive remedy with respect to a breach of this warranty is set forth in Section 7.1.

3.2 Except to the extent of the Company's limited warranty in Section 3.1, Customer assumes full responsibility for the quality and acceptability of the Goods.

4. PRICE

4.1 The Price will be as specified in a Contract, or as otherwise agreed in writing by the Company and Customer, or if no such agreement has been made, it will be the price as specified in the then current Price List at the date of acceptance of the Order.

4.2 Any use, sales, value-added, excise or other tax, duty, custom, inspection or testing fee, or any other fee or charge of any nature whatsoever imposed by any governmental authority (collectively, "Taxes") on or measured by the transaction between Company and Customer with respect to a Contract, or any aspect thereof, shall be paid by Customer in addition to the Price. In the event the Company is required to pay any such Taxes, Customer

shall immediately upon demand reimburse the Company; or, in lieu of such payment, Customer shall provide the Company, at the time the Order is submitted, an exemption certificate or other document acceptable to the Company and the authority imposing the Taxes.

5. PAYMENT

5.1 The Company will be entitled to invoice Customer for the Price and any other sums due in respect of the Goods, including any Taxes, on or at any time after Delivery and, unless otherwise agreed by the Company in writing, all invoices shall be due, and Customer will pay each invoice, in full within the credit terms agreed and confirmed in writing by the Company or, in the absence of any credit terms, within thirty (30) days after the date of the invoice. Time is of the essence for all payments.

5.2 If the Company agrees in writing to any credit terms with Customer with respect to the payment of any Goods, the Company reserves the right, in its sole and absolute discretion, to at any time and without notice, withdraw or vary such credit terms with respect to any sale of Goods to Customer. In addition to the foregoing, the Company shall have the right to require advanced payment and/or payment guarantees should Customer breach any of the payment terms hereof, or should Customer otherwise have deteriorating credit, as determined by the Company in its sole discretion.

5.3 All payments due from Customer will be made in the currency stated in the invoice (unless otherwise agreed in writing by the Company) and will be paid in full without any deduction, set-off or withholding.

5.4 The Company reserves the right to reject and return any payments made by Customer via a third party's bank account and to insist that all payments made by Customer are made from Customer's own bank account.

5.5 No payment shall be deemed to have been received until the Company has received the full amount due in cleared funds.

5.6 Notwithstanding any other provision of these Conditions, all payments payable to the Company under a Contract shall become due immediately on a Contract's termination.

5.7 If Customer fails to pay any invoice in full on or before the due date for payment, then, without prejudice to any other right or remedy available to the Company, the Company, at its option, will be entitled, in its sole discretion, to (i) cancel a Contract or cancel or suspend Deliveries of any other instalments of Goods under a Contract or the sale or delivery of other goods to Customer under any other Contract which is outstanding or unfulfilled at the due date for payment; (ii) sell any undelivered Goods on hand for the account of Customer and apply such proceeds (net of any of the Company's costs or commissions associated with such sale) as a credit, without set-off or deduction of any kind, against the Price, and Customer shall pay the balance then due to the Company upon demand; (iii) set-off any sums owed by the Company to Customer against payment of the overdue invoice by Customer; (iv) charge Customer interest on the unpaid amount at a rate of one and one-half percent (1.5%) per month or the maximum rate permissible under applicable law, whichever is less, which interest shall accrue on a daily basis (both before and after any judgment or order of a court) from the due date until payment is made in full; and (v) recover from the Customer all of the Company's reasonable legal fees and expenses incurred with respect to collection of amounts owed from Customer. The Company shall have no obligation to continue production, shipment or delivery of Goods while any amount owed by Customer remains overdue.

6. DELIVERY

6.1 The Delivery Date or any other date or time for Delivery specified by the Company shall be an estimate only. Time for Delivery shall not be of the essence of a Contract. Accordingly, the Company shall have no liability to Customer for any loss or damage

arising (directly or indirectly) from any delay in Delivery, however such delay is caused, nor shall Customer be entitled to terminate a Contract or refuse to accept Delivery because of such a delay.

6.2 Customer will be responsible for obtaining, at its own expense, any import licenses and other consents or permits as are required from time to time in relation to the Goods and, if required by the Company, Customer will make those licenses, consents or permits available to the Company prior to the Goods being shipped by the Company.

6.3 Immediately upon Customer's receipt of any Goods, Customer shall inspect the same and shall notify the Company in writing of any claims for shortages, losses, non-conformities to the warranty under Section 3.1 or damages and shall hold the Goods for inspection by the Company (and any carrier) and for the Company's written instructions concerning such Goods. If Customer shall fail to so notify the Company within fourteen (14) days after the Goods have been received by Customer of any of the foregoing, such Goods shall conclusively be deemed to conform to the applicable Specifications and deemed irrevocably accepted by Customer.

6.4 If Customer does not accept Delivery in accordance with a Contract, the Company shall be entitled to arrange for the Goods to be placed in storage, at Customer's expense, until such time as the Goods are Delivered. Failure of Customer to accept delivery shall not relieve Customer of its obligations hereunder, including, without limitation, payment to the Company for the Goods in accordance with the terms hereof.

6.5 The Company reserves the right to make Delivery in installments. Each separate installment of Goods shall be invoiced and paid for in accordance with the provisions of a Contract, without regard to subsequent Deliveries. Where Delivery is made in separate installments, failure by the Company to Deliver one or more of the installments in accordance with a Contract or any claim by Customer in respect of any of those installments shall not relieve Customer of Customer's obligation to accept or pay for remaining Deliveries or otherwise entitle Customer to repudiate, terminate, reject or cancel a Contract or any other installment of the Goods.

6.6 All shipment of Goods shall be FOB (Incoterms 2020) the Company's plant or such other loading point as determined by the Company. If shipping and handling charges are quoted or invoiced by the Company, they will include charges in addition to actual freight costs, for which Customer is responsible. The general method of shipment for each shipment will be in accordance with the method specified by Customer. However, the Company reserves the right, in its discretion, to determine the exact method of shipment.

7. NON-CONFORMING GOODS; REMEDIES

7.1 Subject to the remaining provisions of this Section 7, if the Goods are found by Customer not to conform to the Specifications and notice of such non-conformance is given to the Company in accordance with Section 6.3 and the Goods are determined by the Company, in its reasonable opinion, to be non-conforming to the applicable Specifications, the Company having been given a reasonable opportunity to examine the Goods after receiving notice of the non-conformity from Customer, the Company will, at its option, either replace the non-conforming Goods without further charge to Customer or refund the Price (pro-rata) paid by Customer for the non-conforming Goods and the Company shall have no further liability to Customer or any third party in respect of any claims, losses, liabilities, expenses or damages arising from any non-conformities in such Goods.

7.2 The obligations of the Company contained in Section 7.1 shall be conditional upon: (a) the defect not having arisen because or after Customer failed to follow the Company's oral or written instructions or good industry standards or practices as to the storage, transportation, installation, commissioning, use, processing,

or maintenance of the Goods or the Goods being combined with and/or made a part of another product or good, or Customer otherwise failing to comply with the Specifications; (b) the defect not having arisen due to Customer's negligence or breach of a Contract; (c) the Price for the Goods having been paid in full by the due date for such payment; and (d) Customer making no further use of such Goods after giving such notice of nonconformity.

7.3 Where there is any dispute between the Company and Customer in relation to the Goods conforming to the applicable Specifications, the Goods will be subject to testing by an independent third party laboratory selected and appointed by the Company and the results of such testing will be final and binding on the Parties with regard to compliance of the Goods with the applicable Specifications. If the Goods are determined to conform to the Specifications, then Customer shall be responsible and shall pay for the costs of the independent laboratory testing.

7.4 Any Goods to be repaired or replaced in accordance with Section 7.1 shall be delivered to the Company at the Company's expense as instructed in writing by the Company, or the Company may instruct Customer in writing to destroy and dispose of the Goods.

7.5 The Company shall have no obligation or liability with respect to the Goods, including no obligation with respect to the warranty provided under Section 3.1, if the Price for those Goods has not been paid in full by the due date of payment.

7.6 Goods may not be returned for credit except with the Company's prior written consent, and then only in strict compliance with the Company's return shipment instructions. The Company will not accept the return of Goods from Customer (other than in accordance with Section 7.1) unless (i) by prior arrangement (confirmed by the Company in writing); (ii) on payment of an agreed handling charge by Customer (unless the Goods are agreed by the Company to be defective on Delivery); (iii) the Goods are as fit for sale on their return as they were on Delivery; and (iv) where requested by the Company, a sample of the Goods to be returned is provided to the Company for inspection and testing.

8. TITLE AND RISK OF LOSS

8.1 Unless otherwise agreed in a Contract, the Goods will be delivered FOB the Company's plant or such other loading point as determined by the Company. All risk of loss, deterioration, or damage to the Goods in transit or otherwise shall automatically transfer to and be borne by Customer upon Delivery of Goods to the carrier at the Company's plant or other loading point, even if insurance may have been obtained by the Company on Customer's behalf in respect of the Goods during their shipment.

8.2 Unless otherwise agreed in writing between the Company and Customer, ownership of the Goods (or any consignment of the Goods) will remain with the Company and will not pass to Customer until the whole of the Price and all other sums due to the Company by Customer with respect to the Goods (or the consignment of the Goods) has been paid in full by Customer.

8.3 Following Delivery and until ownership of the Goods passes to Customer, Customer will: store the Goods separately from all other goods of Customer or any third party in such a way that they remain readily identifiable as the Company's property; not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and maintain the Goods in satisfactory condition and keep them insured on the Company's behalf for their full Price against all risks to the reasonable satisfaction of the Company. On request, Customer shall produce the policy of insurance to the Company.

8.4 Customer hereby grants the Company, its employees and agents an irrevocable license at any time to enter any premises where the Goods are or may be stored following Delivery and prior to ownership of the Goods passing to Customer for the purpose of

inspecting the Goods or, where Customer's right to possess the Goods has terminated, for the purpose of recovering the Goods.

8.5 The Company hereby reserves, and Customer hereby grants to the Company, a security interest in all Goods and any and all additions, replacements, substitution and repairs thereto, as well as any products and proceeds of the foregoing for the purpose of securing payments due to the Company from Customer. Customer agrees to execute at any time, alone or with the Company, any financing statements or other documents which the Company deems reasonably necessary to protect and continue to protect the Company's security interest under these Conditions. Customer also hereby grants to the Company an irrevocable power of attorney coupled with an interest to execute such financing statements or other documents on Customer's behalf.

8.6 Customer shall not be entitled to grant a security interest in, lien on or otherwise in any manner or way encumber any of the Goods, but if Customer does so, all monies owing by Customer to the Company shall (without prejudice to any other right or remedy of the Company) become immediately due and payable.

8.7 The Company shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Company.

9. LIMITATION OF LIABILITY

9.1 Without limiting Sections 3.1 and 7.1, the following provisions of this Section 9 set out the entire liability of the Company, including, without limitation, any liability for the acts or omissions of its employees, agents or sub-contractors, to Customer, including, without limitation, with respect to: (a) any breach of these Conditions or a Contract; (b) any use or resale by Customer of any of the Goods or of any product incorporating the Goods; and (c) any representation, statement, act or omission (including any negligent act or omission) under or in connection with a Contract.

9.2 Nothing in these Conditions shall be construed so as to limit or exclude the liability of the Company for fraud or any other liability that may not be excluded or limited by applicable law.

9.3 Without limiting Sections 9.1 and 9.2 above, the Company shall not in any event be liable for any incidental, indirect, consequential, punitive, or special damages of any kind resulting from any breach of a Contract by the Company or the use or failure of the Goods, even if the Company has been advised of the possibility of such damage including liability for loss of use, loss of work in progress, down time, loss of revenue or profits, failure to realize savings, loss of goods of Customer or other use or any liability of Customer to a third party on account of such loss, or for any labor cost, any other expense, damage or loss occasioned by the Goods including personal injury or property damage.

9.4 Notwithstanding the above and regardless of the circumstances, the Company's total aggregate liability to Customer with respect to a Contract and any Goods delivered thereunder, for any and all claims, losses or damages arising out of any cause of action whatsoever, whether based in contract, negligence, or other tort, strict liability, breach of warranty or otherwise, shall in no event exceed the Price of the Goods actually paid by Customer with respect to which such cause arose under such Contract.

9.5 All claims by Customer must be brought within one (1) year of shipment of the applicable Goods, regardless of the nature of such claims. Any claims brought after such time shall be barred.

9.6 The above provisions of this Section 9 allocate the risks under and in connection with each Contract and the compensation to the Company under each Contract reflects this allocation of risk and the limitation of liability agreed to by the Parties under the above provisions. The limitations contained in the above provisions are essential to a Contract for the Company, and the Company has expressly relied upon the inclusion of each and every such provision

as a condition to entering into a Contract and the provision of Goods, including the Price to be paid for such Goods.

10. INSOLVENCY OF CUSTOMER

In the event (i) of a bankruptcy, reorganization, receivership, assignment for the benefit of creditors, seeking the entry of an order for relief or the appointment of a receiver, trustee, custodian or other similar official for Customer or any part of its property or assets or other similar proceeding for the arrangement of Customer's obligations is instituted by Customer, or involuntarily against Customer and is not dismissed within sixty (60) days; (ii) Customer becomes insolvent or is unable to pay its debts as they become due or admits in writing its inability to pay its debts generally, (iii) Customer becomes subject to any statutory, administrative or court order or other official action which prevents it from continuing to fulfill its obligations under a Contract; (iv) Customer dissolves or suspends or discontinues doing business for fifteen (15) days or more; or (v) Customer takes any action to authorize or effect any of the actions set forth above, then all sums outstanding under any and all Contracts will immediately become due and payable to the Company and (without prejudice to any other rights or remedies the Company may have) the Company may suspend performance of or terminate any and all Contracts without any liability on the Company's part and exercise the Company's rights under these Conditions.

11. FORCE MAJEURE

The Company shall not be liable for any delay or failure to Deliver or otherwise perform any of its obligations if the Company is prevented from or delayed in performing, directly or indirectly, by embargo or other governmental act, law, rule, regulation or request affecting the conduct of the Company's business, fire, explosion, accident, failure of equipment, theft, vandalism, riot, acts of war, terrorism, strikes or other labor difficulties, lightning, flood, storms, wind, windstorm, drought, or other acts of God, epidemic, pandemic, delay in transportation, or delay or inability to obtain necessary labor, fuel, materials, supplies, or power at current prices or any other events, circumstances or conditions, whether or not similar to the foregoing, that are beyond the reasonable control of the Company, and Company shall have the right to suspend performance of a Contract until such time as those events, circumstances or conditions are no longer present.

12. ALLOCATION

If the Company is unable, for any reason, to supply the total demand for Goods, the Company may allocate its available supply among any or all customers on such basis as the Company deems reasonable and appropriate. The Company shall have no liability arising from any reduction, delay, suspension or failure of supply resulting from such allocation.

13. COMPLIANCE WITH LAWS / PRODUCT SAFETY

13.1 Customer represents and warrants that it shall comply with all applicable federal, state, local, and foreign laws, rules, and regulations in connection with its purchase, use, handling, storage, transportation, resale, and distribution of the Goods, including all applicable food safety, labeling, environmental, health, and occupational safety laws and regulations.

13.2 Each party shall comply with all applicable anti-bribery and anti-corruption laws, rules, and regulations, including the U.S. Foreign Corrupt Practices Act of 1977, as amended, the UK Bribery Act 2010, and any other applicable anti-corruption legislation.

13.3 The Company may suspend, modify or discontinue the manufacture, sale or supply of any Goods to the extent reasonably necessary to comply with applicable law, regulatory requirements, governmental orders or directives, or to address actual or

reasonably suspected product safety, quality, regulatory compliance or product integrity concerns. The Company shall use commercially reasonable efforts to minimize any resulting disruption to Customer. Nothing in this Section shall relieve the Company of liability to the extent arising from the Company's failure to comply with applicable law, its material breach of these Conditions, or its gross negligence or willful misconduct.

13.4 The Company may suspend performance of or immediately terminate any Contract without liability if Company reasonably determines that continued performance of the Contract may cause breach of any applicable export control, sanctions, anti-boycott or trade compliance law.

14. INDEMNIFICATION.

Customer shall indemnify, defend, and hold harmless the Company and its affiliates, and their respective officers, directors, employees, agents, successors, and assigns (collectively, the "Indemnified Parties"), from and against any and all third-party claims, actions, suits, proceedings, losses, liabilities, damages, judgments, costs, and expenses (including reasonable attorneys' fees) (collectively, "Losses") arising out of or relating to: (a) Customer's use, handling, storage, resale, or distribution of the Goods, including any claims related to product liability; (b) Customer's combination, processing, or incorporation of the Goods with or into any other product or material; (c) any breach by Customer of these Conditions or any Contract; (d) any violation of applicable law, rule, or regulation by Customer or its employees, agents, or representatives; or (e) any act or omission of Customer or its employees, agents, or representatives in connection with the Goods or a Contract.

15. CONFIDENTIALITY.

"Confidential Information" means all non-public information disclosed by the Company to Customer, whether orally, in writing, or by any other means, in connection with these Conditions or any Contract, including the Price, Price List, Specifications, formulations, product samples, business plans, customer lists, supplier information, financial information, and any other information that a reasonable person would understand to be confidential given the nature of the information and the circumstances of disclosure. Customer shall: (a) hold all Confidential Information in strict confidence and not disclose it to any third party without the Company's prior written consent; (b) use Confidential Information solely for the purpose of performing its obligations and exercising its rights under these Conditions and any Contract; (c) limit access to Confidential Information to those of its employees, agents, and representatives who have a need to know such information for the purposes of a Contract and who are bound by obligations of confidentiality no less restrictive than those set forth herein; and (d) protect the Confidential Information using at least the same degree of care it uses to protect its own confidential information, but in no event less than reasonable care. The obligations set forth herein shall not apply to information that: (a) is or becomes publicly available through no fault of Customer; (b) was already in Customer's possession without any obligation of confidentiality prior to disclosure by the Company; (c) is independently developed by Customer without reference to the Company's Confidential Information; or (d) is required to be disclosed by applicable law, regulation, or order of a court or governmental authority, provided that Customer shall promptly notify the Company of such requirement and reasonably cooperate with the Company in seeking a protective order or other appropriate remedy. This Section 15 shall be in addition to, and not in lieu of, any non-disclosure or confidentiality agreement in place between Company and Customer, and to the extent any such agreement is in place and conflicts with the terms of this Section 15, such non-disclosure or confidentiality agreement shall prevail over this Section 14.

16. INTELLECTUAL PROPERTY.

All intellectual property rights (including patents, trademarks, trade names, copyrights, trade secrets, know-how, and all other proprietary rights) in or relating to the Goods, Specifications, formulations, processes, packaging, labeling, and any other materials provided by the Company to Customer (collectively, "Company IP") are and shall remain the sole and exclusive property of the Company. Nothing in these Conditions or any Contract shall be construed as granting Customer any right, title, license, or interest in or to any Company IP, except for the limited right to use and resell the Goods in the ordinary course of Customer's business in accordance with these Conditions.

17. TERMINATION FOR CONVENIENCE.

Without prejudice to any other rights or remedies available to it under these Conditions or at law or in equity, the Company may terminate any Contract, in whole or in part, at any time by giving Customer not less than thirty (30) days' prior written notice. Upon termination of a Contract under this Section 17: (a) Customer shall pay the Company in full for all Goods Delivered prior to the effective date of termination; (b) the Company shall have no liability to Customer for any costs, expenses, loss of profits, or other damages arising from or in connection with such termination; and (c) any provisions of these Conditions that by their nature are intended to survive termination shall continue in full force and effect.

18. GENERAL

18.1 Any notice or communication to be given under or in connection with the matters contemplated by these Conditions or in connection with a Contract shall be in writing and signed by or on behalf of the party giving such notice or communication.

18.2 No failure or delay by either party to exercise any right or remedy provided under these Conditions shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.

18.3 No amendment or modification of the terms and conditions hereof shall be binding on the Company unless contained in a written document signed by an authorized representative of the Company expressly stating (i) that such terms are being amended and modified and (ii) the nature of such amendment or modification.

18.4 If any provision of these Conditions is held to be illegal, invalid or unenforceable in any jurisdiction by a court of competent jurisdiction, such will not affect: (i) the legality, validity or enforceability in that jurisdiction of any other provision of these Conditions, and these Conditions will otherwise remain in full force and effect; and (ii) the legality, validity or enforceability in any other jurisdiction of that or any other provision of these Conditions.

18.5 All Contracts are made and entered into for the sole benefit of the Company and Customer, and not for the benefit of any third party, and no third party shall be deemed a third-party beneficiary of a Contract or have any rights to enforce or enjoy the benefit of a Contract.

18.6 The Company may assign, transfer or otherwise delegate a Contract or any of its rights or obligations under a Contract to any affiliate of the Company. Customer will not be entitled to assign, transfer, or otherwise delegate a Contract or any of its rights or obligation under a Contract without the prior written approval of the Company.

18.7 If these Conditions are translated for any purpose, the English language version will be controlling and will prevail in all respects, including, without limitation, in the event of inconsistency of terms.

18.8 The terms and conditions set forth herein shall constitute the complete and exclusive statement of the terms and conditions

of the agreement between the parties and supersede all prior correspondence, writings, communications, agreements, and understandings, both written and oral, with respect to the subject matter hereof, and shall not be explained or supplemented by course of dealing or usage of trade or by course of performance.

18.9 These Conditions and any Contract shall be governed by and construed in accordance with the laws (both substantive and procedural) of the State of Illinois, without regard to conflicts of laws principles. The United Nations Convention on Contracts for the International Sale of Goods (1980) will not apply.

18.10 Any dispute arising out of or in connection with these Conditions or a Contract, including any question regarding the existence, validity or termination of a Contract, shall be referred to and finally resolved by binding arbitration administered by the American Arbitration Association under its then in effect commercial arbitration rules, which rules are deemed to be incorporated by reference into this Section 18.10 and a Contract. The number of arbitrators shall be one (1). The language to be used in the arbitration proceedings shall be English, and the arbitration shall be conducted in Chicago, Illinois. Nothing in this Section 18.10 shall prevent the Company from seeking interim, injunctive, equitable, specific performance, collection-related or other provisional relief in any court of competent jurisdiction.

18.11 Customer agrees to pay all costs, including reasonable attorneys' and accounting fees and any other costs and expenses of the Company in connection with collection of any amounts owed by Customer hereunder, as well as with respect to any action or arbitration brought by the Company with respect to a breach or default by Customer of any of these Conditions or any Contract.