



General Terms and Conditions for the Sale of Goods and Services

1. Applicability.

- (a) These terms and conditions of sale ("**Terms**") are the only terms which govern the sale of the goods ("**Goods**") and/or services ("**Services**") provided by the TTA-ISO Group ("**TTA-ISO**") to the Client named on the reverse side of these Terms ("**Client**").
- (b) The accompanying confirmation of sale or invoice ("**Sales Confirmation**") and these Terms (collectively, this "**Agreement**") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. **These Terms prevail over any of Client's general terms and conditions of purchase regardless of whether or when Client has submitted its purchase order or such terms.**
- (c) Fulfillment of Client's order does not constitute acceptance of any of Client's terms and conditions and does not serve to modify or amend these Terms. To the extent of a conflict between these Terms and a separate written contract signed by both the Client and TTA-ISO, the relevant provision of that contract shall prevail over these Terms.
- (d) TTA-ISO may, from time to time, change the Services without the consent of Client provided that such changes do not materially affect the nature or scope of the Services, or the fees or any performance dates stated in the Sales Confirmation.

2. Delivery of Goods and Performance of Services.

- (a) The Goods will be delivered within a reasonable time after TTA-ISO provides the Sales Confirmation, subject to availability of finished Goods and Client's fulfillment of all payment requirements under this Agreement. Delivery dates are estimates only and TTA-ISO shall not be liable for any delays, loss, or damage in transit. Time is not of the essence.
- (b) Unless otherwise agreed in writing by the parties, TTA-ISO shall deliver the Goods to the delivery point stated in the Sales Confirmation ("**Delivery Point**") using TTA-ISO's standard methods for packaging and shipping such Goods. Client shall take delivery of the Goods when the Goods have been delivered to the Delivery Point.
- (c) Client shall be responsible for all (i) unloading costs' (ii) providing equipment and labor reasonably suited for receipt of the Goods at the Delivery Point; and (iii) unloading and releasing all transportation equipment promptly so that TTA-ISO incurs no demurrage or other expense.

- (d) TTA-ISO is not responsible for installation of any Goods unless expressly stated as being included as part of the Services in the applicable Sales Confirmation.
 - (e) TTA-ISO may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Client. Each shipment will constitute a separate sale, and Client shall pay for the units shipped whether such shipment is in whole or partial fulfillment of the Sales Confirmation.
 - (f) If, for any reason, Client fails to accept delivery of any of the Goods on the date fixed pursuant to TTA-ISO's notice that the Goods have been delivered at the Delivery Point, or if TTA-ISO is unable to deliver the Goods at the Delivery Point on such date because Client has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Goods shall pass to Client; (ii) the Goods shall be deemed to have been delivered; and (iii) TTA-ISO, at its option, may store the Goods until Client picks them up, in which case Client shall be liable for all related costs and expenses (including, without limitation, TTA-ISO's storage and insurance).
 - (g) TTA-ISO shall use reasonable efforts to meet any performance dates to render the Services specified in the Sales Confirmation. However, any such dates shall be estimates only. Time is not of the essence.
 - (h) With respect to the Services, Client shall (i) cooperate with TTA-ISO in all matters relating to the Services; (ii) provide such access to Client's premises, and use of such office accommodation and other facilities, as may reasonably be requested by TTA-ISO, for the purposes of performing the Services; (iii) respond promptly to any TTA-ISO request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for TTA-ISO to perform Services in accordance with the requirements of this Agreement; (iv) provide such Client materials, resources (including but not limited to adequate power supply, reliable means of communication (Wi-Fi, mobile or fixed network), heating or cooling, and lighting) or information as TTA-ISO may request to carry out the Services in a timely manner and ensure that such Client materials or information are complete and accurate in all material respects; and (v) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.
3. Non-Delivery. The quantity of any installment of Goods as recorded by TTA-ISO on dispatch from TTA-ISO's place of business is conclusive evidence of the quantity received by Client on delivery unless Client can provide conclusive evidence proving the contrary. TTA-ISO shall not be liable for any non-delivery of Goods (even if caused by TTA-ISO's negligence) unless Client gives written notice to TTA-ISO of the non-delivery within 24 hours of the date when the Goods would in the ordinary course of events have been received. Any liability of TTA-ISO for non-delivery of the Goods shall be limited to either, at TTA-ISO's sole option: (i) delivery of the undelivered Goods at the Delivery Point

within a commercially reasonable time; or (ii) pro-rata adjusting the invoice respecting such Goods to reflect the actual quantity delivered.

4. Quantity. If TTA-ISO delivers to Client a quantity of Goods of up to 3% more or less than the quantity stated in the Sales Confirmation, Client shall not be entitled to object to or reject the Goods or any portion of them by reason of the surplus or shortfall and shall pay for such Goods the price stated in the Sales Confirmation adjusted pro rata.
5. Shipping Terms. TTA-ISO shall make delivery in accordance with the terms on the face of the Sales Confirmation. If no delivery terms are stated on the Sales Confirmation, then Incoterms® 2020 Rules Delivered At Place (“**DAP**”) shall apply.
6. Title and Risk of Loss. Title and risk of loss pass to Client upon delivery of the Goods at the Delivery Point. As collateral security for the payment of the purchase price of the Goods, Client hereby grants to TTA-ISO a lien on, and security interest in and to, all of the right, title and interest of Client in, to, and under the Goods, wherever located, and whether now existing or later arising or acquired from time to time, and in all accessions to and replacements or modifications of such Goods, as well as all associated proceeds (including insurance proceeds). The security interest granted under this provision constitutes a purchase money security interest under the Tennessee Uniform Commercial Code.
7. Client's Acts or Omissions. If TTA-ISO's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Client or its agents, subcontractors, consultants, or employees, TTA-ISO shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Client, in each case, to the extent arising directly or indirectly from such prevention or delay.
8. Inspection and Rejection of Nonconforming Goods.
 - (a) Client shall inspect the Goods within 24 hours of receipt (“**Inspection Period**”). Client will be deemed to have accepted the Goods unless it notifies TTA-ISO in writing of any Nonconforming Goods during the Inspection Period and furnishes such written and photographic / video evidence or other documentation as required by TTA-ISO. “**Nonconforming Goods**” means only the following: (i) product shipped is different than identified in Client's purchase order; or (ii) product's label or packaging incorrectly identifies its contents.
 - (b) If Client timely notifies TTA-ISO of any Nonconforming Goods, TTA-ISO shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit or refund the Price for such Nonconforming Goods, together with any reasonable associated shipping and handling expenses incurred by Client. Client shall ship, at its expense and risk of loss, the Nonconforming Goods to TTA-ISO's facility of choice selected by TTA-ISO. If TTA-ISO exercises its option to replace Nonconforming

Goods, TTA-ISO shall, after receiving Client's shipment of Nonconforming Goods, ship to Client, at Client's expense and risk of loss, the replaced Goods to the Delivery Point.

(c) Client acknowledges and agrees that the remedies stated in Section 8(b) are Client's exclusive remedies for the delivery of Nonconforming Goods. Except as provided under Section 8(b), all sales of Goods to Client are made on a one-way basis and Client has no right to return Goods purchased under this Agreement to TTA-ISO.

(d) Custom Goods.

(i) Client is responsible for (1) providing detailed drawings and specifications; or (2) approving any detailed drawings or specifications produced by TTA-ISO on instruction from the Client in respect of any customized Goods. The final drawings and specifications must be approved by TTA-ISO in writing ("**Approved Design**") as a pre-condition to acceptance by TTA-ISO of a Sales Confirmation to be supplied in accordance with those drawings and specifications.

(ii) The Client acknowledges and agrees that (1) Client must make its own investigations as to the fitness of customized Goods for its purposes; (2) TTA-ISO does not warrant the fitness of customized Goods for any particular purpose; (3) TTA-ISO shall not be responsible for any aspects or properties of customized Goods arising from the design, drawings of the customized Goods, which are solely the responsibility of the Client; (4) execution of the Approved Design is inherently subjective work and TTA-ISO is not responsible for any aspects of the customized Goods that are purely aesthetic or that have no material bearing on the mechanical function of the customized Goods; and (5) no Approved Design shall infringe any person's intellectual property rights and Client shall indemnify TTA-ISO for all of TTA-ISO's costs relating to such infringement, including attorneys' fees and costs of defense.

(iii) Client must inspect customized Goods on delivery and advise TTA-ISO in writing within 2 business days of delivery if such Goods, in its opinion, do not materially accord with the Approved Design. If TTA-ISO accepts that the Goods do not materially conform with the Approved Design, TTA-ISO will modify the Goods in such time as it determines is reasonable in the circumstances. Client is deemed to have accepted the customized Goods and may not return them if Client fails to give timely notice as required under this Section 8(d)(ii). Client agrees that this Section 8(d)(ii) is reasonable and necessary as there may not be a ready and available market for TTA-ISO to resell the customized Goods.

9. Price.

(a) Client shall purchase the Goods and Services from TTA-ISO at the price[s] ("**Price[s]**") stated in TTA-ISO's published price list in force as of the date that TTA-ISO accepts

Client's purchase order or as stated on the Sale Confirmation. The price on the Sales Confirmation takes precedence in the event of a conflict.

- (b) Unless otherwise stated in the Sales Confirmation, a deposit of at least 50% of the Price ("**Deposit**") is due when TTA-ISO sends Client the Sale Confirmation, and the remaining 50% must be received by TTA-ISO before any Goods are placed in transit to the Client. Refunds of Deposits are at TTA-ISO's sole discretion and Client agrees that this is reasonable because TTA-ISO may have applied the Deposit towards the purchase of Goods ordered by Client.
- (c) Client agrees to reimburse TTA-ISO for all reasonable travel and out-of-pocket expenses incurred by TTA-ISO in connection with the performance of the Services.
- (d) All Prices are exclusive of all sales, use, and excise taxes, tariffs, and any other similar taxes, duties, and charges of any kind imposed by any Governmental Authority on any amounts payable by Client (collectively, "**Charges**"). Client shall be responsible for all such Charges, except to the extent TTA-ISO describes it on the Sales Confirmation as being paid by TTA-ISO. However, Client shall not be responsible for any taxes imposed on, or with respect to, TTA-ISO's income, revenues, gross receipts, personal or real property, or other assets.
- (e) Unless otherwise stated on the Sales Confirmation, all Prices are exclusive of costs for transport, shipping, insurance, packing, unloading, assembly, or dismantling, and travel-related expenses of any TTA-ISO employee providing services to the Client in connection with this Agreement.

10. Payment Terms.

- (a) Client shall pay all invoiced amounts due to TTA-ISO on receipt of TTA-ISO's invoice. Client shall make all payments under this Agreement by wire transfer and in US dollars, unless otherwise agreed and arranged in a writing signed by TTA-ISO.
- (b) Client shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Client shall reimburse TTA-ISO for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law (which TTA-ISO does not waive by the exercise of any rights under this Agreement), TTA-ISO shall be entitled to suspend the delivery of any Goods or performance of any Services or any End-User License Agreement and stop Goods in transit if Client fails to pay any amounts when due under this Agreement.
- (c) Client shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with TTA-ISO, whether relating to TTA-ISO's breach, bankruptcy or otherwise.

11. Limited Warranty.

- (a) TTA-ISO warrants to Client that for the shorter of (i) 12 months from date of installation; and (ii) 15 months from date of delivery, of the Goods ("**Warranty Period**"), such Goods will materially conform to the specifications stated in TTA-ISO's published specifications in effect as of the date of manufacture and will be free from material defects in material and workmanship.
- (b) TTA-ISO warrants to Client that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.
- (c) **EXCEPT FOR THE WARRANTIES STATED IN SECTION 11(a) AND SECTION 11(b), TTA-ISO MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS OR SERVICES, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.**
- (d) Products manufactured by a third party ("**Third Party Product**") may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Goods. Third Party Products are not covered by the warranty in Section 11(a). For the avoidance of doubt, **TTA-ISO MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCT, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.**
- (e) TTA-ISO shall not be liable for a breach of the warranties stated in Section 11(a) and Section 11(b) unless (i) Client gives written notice of the defective Goods or Services, as the case may be, reasonably described to TTA-ISO's satisfaction, to TTA-ISO within 5 days of the time when Client discovers or ought to have discovered the defect; (ii) if applicable, TTA-ISO is given a reasonable opportunity after receiving the notice of breach of the warranty stated in Section 11(a) to examine such Goods and Client (if requested to do so by TTA-ISO) returns such Goods to TTA-ISO's place of business at TTA-ISO's cost for the examination to take place there; and (iii) TTA-ISO reasonably verifies Client's claim that the Goods or Services are defective.
- (f) TTA-ISO shall not be liable for a breach of the warranty stated in Section 11(a) or Section 11(b) if: (i) Client makes any further use of such Goods after giving notice of

- an alleged defect; (ii) Client subjected the Goods to improper testing, installation, storage, handling, repair, or maintenance, abuse, misuse, neglect, negligence, accident, abnormal physical stress or environmental conditions or the defect arises because Client failed to follow TTA-ISO's oral or written instructions as to the storage, installation, commissioning, use, or maintenance of the Goods; (iii) Client reconstructed, altered, or repaired such Goods through someone other than an authorized representative of TTA-ISO or without the prior written consent of TTA-ISO; (iv) Client fails to replace any part or Goods supplied by TTA-ISO that has deteriorated due to normal wear and tear or any environmental conditions or for any other reason not associated with a defect in materials or workmanship; (v) Client used the Goods with any third-party product, hardware, or product that has not been previously approved in writing by TTA-ISO; or (vi) Client fails to immediately purchase replacement parts recommended by TTA-ISO.
- (g) Subject to Section 11(e) and Section 11(f) above, with respect to any such Goods during the Warranty Period, TTA-ISO shall, in its sole discretion, either: (i) repair or replace such Goods (or the defective part) or (ii) credit or refund the price of such Goods at the pro rata contract rate provided that, if TTA-ISO so requests, Client shall, at TTA-ISO's expense, return such Goods to TTA-ISO.
- (h) Subject to Section 11(e) and Section 11(f) above, with respect to any Services subject to a claim under the warranty stated in Section 11(b), TTA-ISO shall, in its sole discretion, (i) repair or re-perform the applicable Services or (ii) credit or refund the price of such Services at the pro rata contract rate.
- (i) THE REMEDIES STATED IN Section 11(g) AND Section 11(h) SHALL BE THE CLIENT'S SOLE AND EXCLUSIVE REMEDY AND TTA-ISO'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTIES STATED IN Section 11(a) AND Section 11(b), RESPECTIVELY.**
- (j) The limited warranties in this Section 11 do not apply to any customized Goods. To the fullest extent permitted by applicable law, customized Goods are delivered "as-is", and the sole remedy for any dissatisfaction of Client with any customized Goods is as stated in Section 8(d)(ii).
- (k) TTA-ISO may make improvements to its product lines from time to time. Such improvements do not create an obligation for TTA-ISO to apply such improvements to Goods ordered before the improvements were made, and no Goods shall be considered to breach any warranty merely because TTA-ISO offers an improved version of those Goods, regardless of when TTA-ISO first offers those improvements.
- (l) Unless explicitly stated in the applicable Sales Confirmation, TTA-ISO is not responsible for providing as part of the Services any of the following: groundwork, pile driving, cutting, breaking, foundation work, masonry, carpentry, plastering, painting, wallpapering, repair work or other construction work; making connections

to gas, water, electricity, electrical grounding / isolation / protection / backup, internet or other infrastructural facilities; or measures to prevent or limit damage to, of theft or loss of goods present at or near the Client's workplace / location at which Client plans to use the Goods.

12. Limitation of Liability.

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

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

(c) The limitation of liability stated in Section 12(b) shall not apply to (i) liability resulting from TTA-ISO's gross negligence or willful misconduct and (ii) death or bodily injury resulting from TTA-ISO's acts or omissions.

13. Indemnification. Client shall indemnify, defend and hold harmless TTA-ISO and its officers, directors, employees, agents, affiliates, successors and permitted assigns (collectively, "**Indemnified Party**") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers, incurred by Indemnified Party, arising out of, resulting from, or occurring in connection with: (i) the Goods (including customized Goods) or Services purchased from TTA-ISO; or (ii) Client's negligence, willful misconduct, or breach of this Agreement. Client shall not enter into any settlement without TTA-ISO's prior written consent.

14. Compliance with Law. Client shall comply with all applicable laws, regulations, and ordinances. Client shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement. Client shall comply with all export and import laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by Client. Client assumes all responsibility for shipments of Goods requiring any government import clearance. TTA-

ISO may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other duties or penalties on the Goods.

15. Termination. In addition to any remedies that may be provided under these Terms, TTA-ISO may terminate this Agreement with immediate effect upon written notice to Client if Client: (a) fails to pay any amount when due under this Agreement and such failure continues for 2 business days after Client's receipt of written notice of nonpayment; (b) has not otherwise performed or complied with any of these Terms or any other agreement Client has with TTA-ISO, in whole or in part; or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.
16. Waiver. No waiver by TTA-ISO of any of the provisions of this Agreement is effective unless explicitly stated in writing and signed by TTA-ISO. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement (each, a "**Right**") operates, or may be construed, as a waiver of such Right. No single or partial exercise of any Right precludes any other Right, the further exercise such Right, or the exercise of any other Right.
17. Confidential Information. All non-public, confidential or proprietary information of TTA-ISO, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, client lists, pricing, discounts, or rebates, disclosed by TTA-ISO to Client, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" in connection with this Agreement, is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by TTA-ISO in writing. Upon TTA-ISO's request, Client shall promptly return all documents and other materials received from TTA-ISO. TTA-ISO shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain other than through the fault of the Client; (b) known to Client at the time of disclosure; or (c) rightfully obtained by Client on a non-confidential basis from a third party.
18. Intellectual Property.
 - (a) All intellectual property rights in Goods (including customized Goods and Approved Designs) or Services remain the property of TTA-ISO including the copyright in all drawings, specifications and manuals supplied by TTA-ISO to the Client. TTA-ISO has a non-exclusive, world-wide, royalty free, right to use the drawings and specifications prepared for customized Goods and Approved Designs for commercial purposes. Client must not, and must not permit or assist any third party to, copy or take extracts from any drawings, specifications, or manuals without the prior written consent of TTA-ISO.

- (b) Client agrees it shall not attempt to, or actually, decompile, reverse engineer, or challenge, the intellectual property rights in the Goods or the Goods themselves. All comments, suggestions, or feedback (collectively "**Feedback**") from Client or Client's end users provided to TTA-ISO is the intellectual property of TTA-ISO alone.
- (c) If the Sales Confirmation states that TTA-ISO is to provide computer software, the source code will not be provided to the Client. The Client must comply with all terms of any end user licensing agreement ("**EULA**") between it and TTA-ISO. Unless otherwise stated in an applicable EULA: (i) the Client will only acquire a non-exclusive, worldwide and perpetual license for use for the computer software solely for the purpose of the normal use and proper functioning of the Goods; (ii) the Client is not permitted to transfer the license or to issue a sub-license; and (iii) if the Client sells the Goods to a third party, the license transfers by operation of law to the acquirer of the Goods.
19. Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Client to make payments to TTA-ISO under this Agreement), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("**Impacted Party**") reasonable control, including, without limitation, the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, epidemics, pandemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) shortage of adequate power or transportation facilities; and (i) other events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within 5 days of the Force Majeure Event to the other party, stating for how long the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. If the Impacted Party's failure or delay remains uncured for a period of 60 days following written notice given by it under this Section 18, either party may thereafter terminate this Agreement upon 5 days' written notice, but only to the extent of the obligations that have not been fulfilled. If the terminating party under this Section 19 is Client, Client agrees that any Deposit or payment already made to TTA-ISO is refundable only at TTA-ISO's sole discretion. For the avoidance of doubt, a shipment delay is not a Force Majeure Event.
20. Assignment. Client shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of TTA-ISO. Any purported

assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Client of any of its obligations under this Agreement.

21. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
22. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties to this Agreement and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.
23. Governing Law. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Tennessee without giving effect to any choice or conflict of law provision or rule (whether of the laws of the State of Tennessee or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Tennessee.
24. Submission to Jurisdiction. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Tennessee, in each case located in the county or city where TTA-ISO has its main business address, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. The prevailing party in any action arising out of or relating to this Agreement shall be awarded its costs, including reasonable attorneys' fees.
25. Injunctive Relief. Client acknowledges and agrees that a breach or threatened breach by Client of any of its obligations under the intellectual property and or confidentiality provisions of this Agreement would give rise to irreparable harm to TTA-ISO for which monetary damages would not be an adequate remedy. If such a breach or a threatened breach by Client occurs, TTA-ISO will, in addition to any and all other rights and remedies that may be available to TTA-ISO at law, at equity, or otherwise in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction. TTA-ISO shall not be required to (i) post a bond or other security; or (ii) prove actual damages or that monetary damages will not afford an adequate remedy.
26. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "**Notice**") shall be in writing and addressed to the parties at the addresses stated on the face of the Sales Confirmation or to such other address that may be designated by the receiving party in writing. All

Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

27. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
28. Survival. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Indemnification, Compliance with Laws, Confidential Information, Governing Law, Submission to Jurisdiction, and Survival.
29. Amendment and Modification. These Terms may only be amended or modified in a writing stating specifically that it amends these Terms and is signed by an authorized representative of each party.
30. Contracts for the International Sale of Goods. The parties expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods.
31. Security Interest. For so long as the Price for the Goods or Services remains outstanding, as collateral security for the payment for the Goods or Services, Client hereby grants to TTA-ISO a lien on and security interest in and to all of the right, title and interest of Client in, to and under the Goods, wherever located, and whether now existing or later arising or acquired from time to time, and in all accessions to and replacements or modifications of the Goods, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Tennessee Uniform Commercial Code. Client agrees to cooperate with TTA-ISO to execute and/or file any documentation needed to register such security interest, and grants TTA-ISO a power of attorney do so.
