

Offer and Governing Provisions

This document constitutes an offer or counteroffer (an "Offer") by Belvac Production Machinery, Inc. ("Belvac") to sell the goods described in this document (the "Equipment") in accordance with the terms and conditions on the face and reverse of and attachments to this document (the "Terms and Conditions"). This document is not an acceptance of any offer or counteroffer made or purchase order submitted by Purchaser, and this Offer and any contract arising out of this Offer (the "Contract") are each expressly conditioned upon Purchaser's assent to all of the Terms and Conditions. Belvac objects to any additional or different terms or conditions contained in any request for quotation, purchase order or other communication from Purchaser. No modification, change or waiver of any of the Terms and Conditions, or any additional or different terms and conditions, shall be binding upon Belvac unless specifically agreed to in writing by Belvac's authorized officer.

The Foreign Corrupt Practice Act ("FCPA")

Belvac is committed to conduct all business transactions ethically and in compliance with the laws of the United States and any other country in which they do business. This includes laws against commercial bribery, payments to government officials and money laundering, and compliance with local tax laws, import/export regulations, and laws governing the payment of applicable customs and duties. Belvac strongly supports the FCPA which prohibits payments to government officials to obtain or retain contracts, licenses or business, favorable tax treatment or to seek any improper advantage. Such payments are illegal, whether done directly or indirectly. Any payments made to a Belvac Representative, Agent or Distributor, with knowledge that the Representative, Agent or Distributor will give some portion of the payment to a government official, violates the FCPA. Knowledge includes purposely ignoring, or "willful blindness" to, circumstances that indicate a strong possibility that the Representative, Agent or Distributor will pass on some or all of the payment to a government official to obtain or retain business.

Acceptance of Offer

This Offer expires thirty (30) days after its date or upon prior written notice of expiration by Belvac, unless the Equipment is subsequently tendered by Belvac and accepted by Purchaser. Upon Purchaser's acceptance of this Offer, whether explicitly, by acceptance of the Equipment or otherwise, the Contract, which incorporates the Terms and Conditions, shall constitute the entire agreement, and supersede all prior oral or written communications and agreements, between Belvac and Purchaser with respect to the subject matter of this document.

Terms of Payment

The Equipment is quoted and sold FCA Belvac's dock at its place of manufacture (Incoterms 2020). Except as otherwise agreed to by Belvac in writing, all amounts invoiced by Belvac are due within thirty (30) days of the date of Belvac's applicable invoice. Belvac reserves the right to suspend or cancel, at its option, further orders and/or deliveries in the event any invoice remains unpaid after the due date. Prices are stated, and all invoices are payable in U.S. Dollars. Any late payments are subject to a finance charge of the lesser of 1.5% per month (18% per annum) or the maximum amount allowed by law. Additionally, Purchaser shall pay to Belvac all costs and expenses incurred by Belvac in seeking collection of any amounts owed by Purchaser to Belvac. Buyer shall have no right to withhold any amount due Seller under these Terms because of a claim Buyer may have against Seller.

Belvac Production Machinery is pleased to offer trade credit to its customers based on the customer's financial merit and historical compliance with applicable payment terms. The privilege of receiving trade credit is revocable by Belvac at any time. Belvac reserves the right to require payment in full or other adequate security prior to shipment, notwithstanding anything to the contrary contained within this quotation. Unless Belvac so requires payment in full or other adequate security, the applicable payment terms shall be effective from the date of invoice or as otherwise set forth in the Terms and Conditions.

Prices

Purchaser will be billed at the prices stated at the time of Belvac's order acceptance. All prices are subject to adjustment on account of specifications, quantities, shipment arrangements or other terms and conditions, which are not part of the original price quotation. If the prices are based on the purchase of a

particular quantity of goods and Purchaser fails to purchase that quantity which would justify the pricing granted, Belvac shall have the right, in addition to any other remedies at law or equity, to recover from Purchaser the difference between the stated price and Belvac's standard prices for such goods in the quantity actually purchased by Purchaser. The price(s) for the Equipment are exclusive of any and all existing or future manufacturing, sales, use or similar taxes, which shall be added to the price(s) for the Equipment, separately invoiced by Belvac and paid by Purchaser. The Purchaser is responsible for any and all state, local, territory, province, and government related taxes such as but not limited to VAT, FCT, EIT, PIT. All price(s) are subject to change upon notice by Belvac at any time prior to acceptance of this Offer by Purchaser. If there is a delay in completion of shipment of Equipment due to any change requested by Purchaser or as the result of any delay on Purchaser's part (including, without limitation, in furnishing information required for performance of the Contract), the price(s) are subject to change upon notice by Belvac, even after acceptance of this Offer by Purchaser.

Point Of Sale

Unless otherwise specified in the Terms and Conditions, all Equipment shall be delivered FCA Belvac's dock at its place of manufacture (Incoterms 2020). A storage fee will be charged to Purchaser if Purchaser does not take delivery within fifteen (15) days from notification by Belvac that the Equipment is ready for the Acceptance Test as described in the "DELIVERY" section below.

Title and Risk of Loss

Title and risk of loss to all goods purchased transfer to the Purchaser upon the goods leaving Belvac's dock at its place of manufacture.

Inspection

Purchaser shall inspect the Equipment immediately upon receipt and report in writing to Belvac, within seven (7) days of receipt, any shortages or other errors. Failure to report in writing within seven (7) days of receipt any such shortages or other errors shall constitute unqualified acceptance. Claims for loss of or damage to the Equipment in transit shall be made to the carrier and not to Belvac.

Limitation on Liability

BELVAC'S LIABILITY WITH RESPECT TO BREACHES OF WARRANTY AND INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS SHALL BE LIMITED TO THE REMEDIES PROVIDED IN THE "WARRANTY" AND "BELVAC INDEMNITY OBLIGATION" SECTIONS BELOW AND, WITH RESPECT TO OTHER PERFORMANCE OF THE CONTRACT, SHALL BE LIMITED TO THE PRICE OF THE EQUIPMENT INVOLVED ACTUALLY PAID TO BELVAC; PROVIDED, HOWEVER, THAT IN NO EVENT SHALL BELVAC'S AGGREGATE LIABILITY UNDER THE CONTRACT EXCEED THE PRICE ACTUALLY PAID BY PURCHASER UNDER THE CONTRACT. BELVAC SHALL NOT BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY AND NEGLIGENCE) OR OTHER THEORIES OF LAW WITH RESPECT TO EQUIPMENT SOLD OR SERVICES RENDERED BY BELVAC OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BELVAC SPECIFICALLY DISCLAIMS ALL LIABILITY RELATING TO ANY ALLEGED DEATH OR INJURY TO PERSONS OR LOSS OR DAMAGE TO PROPERTY, PENALTIES, SPECIAL OR PUNITIVE DAMAGES, DAMAGES FOR LOSS OF PROFITS OR REVENUES, LOSS OF USE, COST OF CAPITAL, COST OF SUBSTITUTE PRODUCTS, FACILITIES OR SERVICES, DOWN-TIME, SHUT-DOWN OR SLOW-DOWN COSTS AND ALL OTHER TYPES OF ECONOMIC LOSS, AND CLAIMS BY PURCHASER'S CUSTOMERS FOR ANY SUCH LOSSES OR DAMAGES. BELVAC SHALL NOT BE LIABLE FOR AND DISCLAIMS ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER. NOTWITHSTANDING ANYTHING TO THE CONTRARY, BELVAC SHALL NOT BE RESPONSIBLE FOR, AND SHALL INCUR NO LIABILITY WITH RESPECT TO, ANY INFORMATION (INCLUDING, WITHOUT LIMITATION, DESIGN AND ENGINEERING DRAWINGS) SUPPLIED BY PURCHASER OR ANY OF ITS SUBCONTRACTORS, REGARDLESS OF WHETHER SUCH INFORMATION IS REVIEWED BY BELVAC.

No liability shall result to Belvac from delay in performance or non-performance caused by circumstances beyond Belvac's reasonable control, including, without limitation, any act of God, fire, explosion, flood,

war, act commonly known as a terrorist attack, government action, riot, strike, lock-out, inability to obtain raw materials or energy, or delay of suppliers.

Separate Contract

Each scheduled delivery shall constitute a separate contract subject to the Terms and Conditions. Any failure or defect with respect to any one scheduled delivery shall not invalidate the Contract as to the remaining scheduled deliveries.

Warranty

The Equipment manufactured by Belvac is warranted for one (1) year from the date of shipment or the date of the notification as described in the "POINT OF SALE" section above, whichever comes first, (1) to be free from defects in workmanship or material, when subjected to normal conditions of use, and (2) to conform to the specifications accepted in writing by Belvac or specified in the Terms and Conditions (the "Specifications"). **THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER EXPRESS AND ALL IMPLIED WARRANTIES. WITHOUT LIMITATION, BELVAC EXPRESSLY DISCLAIMS AND EXCLUDES ANY IMPLIED WARRANTY OF MERCHANTABILITY, ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY ARISING FROM USAGE OF TRADE OR COURSE OF DEALING.**

Belvac will either repair or replace, at its sole option, any components of the Equipment that do not conform to the foregoing warranty within the applicable one (1) year warranty period. Except as stated in the preceding sentence, Belvac shall have no other liability, including, without limitation, any liability for labor or the effects of corrosion, erosion, aging and normal wear and tear. Consumable items are not included in the foregoing warranty.

Belvac can, at its option, require Purchaser to accept a replacement component of the Equipment for a component that allegedly does not conform to the foregoing warranty within the one (1) year warranty period and require Purchaser to return the allegedly nonconforming component to Belvac pending investigation of Purchaser's warranty claim. Should Belvac accept Purchaser's warranty claim, Belvac shall subsequently credit Purchaser's account for the purchase price of the replacement component, including reasonable out-of-pocket costs associated with the return of the nonconforming component of the Equipment.

Belvac endeavors to design and manufacture its equipment to meet the requirements of the Occupational Safety and Health Act of 1970 and other applicable laws, standards and regulations, as Belvac understands these laws, standards and regulations to apply and interprets the same. However, interpretation of laws, standards and regulations varies per jurisdiction, and Belvac specifically disclaims liability to Purchaser for noncompliance with such laws, rules and regulations.

All warranty claims must be made in writing and received by Belvac during the applicable warranty period. Claims made by telephone must be confirmed in writing within ten (10) days. Belvac's liability on third party vendor equipment is, in all cases, limited to the warranty extended by the vendor to Belvac on such equipment. Belvac is not, and Purchaser shall be, responsible for the integration of the Equipment in Purchaser's plant and/or plant systems.

Belvac does not represent, warrant, covenant or guarantee that its Equipment will qualify, and Belvac will not provide a certification for qualification, for USMCA or the EU-UK TCA or any other preference program.

Purchaser Responsibility

Warranty claims, or alleged non-performance by Belvac, shall not affect Purchaser's duty to pay Belvac in accordance with this document. Any additional costs to Belvac of completing performance reasonably related to Purchaser's failure to fulfill its obligations contained in the Terms and Conditions shall be an additional charge payable to Belvac by Purchaser upon demand.

Specifications

If the Equipment is standard Belvac equipment, the Specifications are subject to change at Belvac's option. Complete Specifications are required to begin production on an order subject to the Terms and

Conditions. Belvac will supply non-standard components upon request when reasonably possible. However, additional charges may apply.

Cancellation and/or Change of Orders

Belvac reserves the right to refuse any cancellation by Purchaser. In particular and without limiting the foregoing, no cancellation will be accepted by Belvac for an order for Equipment with special requirements not normally stocked by Belvac or, if Belvac manufactures such Equipment, the Equipment is in the process of being completed. In the event Belvac accepts a cancellation, Belvac reserves the right to charge back to Purchaser all costs incurred prior to and in connection with the cancellation, including, without limitation, charges applicable to return of the Equipment.

If Purchaser requests additions, deletions or other revisions with respect to the Specifications, Belvac shall advise Purchaser of changes in the pricing, time of delivery or other matters arising from the proposed change. Belvac shall not be obligated to implement a requested change in the Equipment, pricing, method of delivery or other terms or conditions unless Belvac has executed a written document setting forth the change that is specifically identified as a "change order."

Belvac reserves the right to cancel any orders placed by Purchaser, or to refuse or delay shipment thereof, if Purchaser: (a) fails to make any payment as provided in these Terms and Conditions or under the terms of payment set forth in any invoice or otherwise agreed to by Belvac and Purchaser, (b) fails to meet reasonable credit or financial requirements established by Belvac, including any limitations on allowable credit, or (c) otherwise fails to comply with these Terms and Conditions. Purchaser may not cancel for Belvac's breach unless Purchaser has provided Belvac with thirty (30) days written notice alleging such breach and such breach has not been remedied by Belvac within such time period.

Security Agreement

Purchaser hereby grants to Belvac, its successors and assigns, a purchase money security interest in the Equipment to secure Purchaser's payment of the purchase price of the Equipment. Default in payment of such price or any part of the price when due shall permit Belvac, in its sole discretion, to declare all obligations of Purchaser immediately due and payable, and in such event, Belvac shall have all the rights and remedies of a secured party under applicable law. In connection with the security interest granted herein, Belvac is expressly authorized, at its discretion, to file one or more financing statements or other notices under applicable law naming Purchaser as debtor and Belvac as secured party. Purchaser agrees to execute such documents requested by Belvac to record and otherwise perfect this security interest.

Delivery

In order to establish the Equipment's compliance with the Specifications, Belvac will conduct an "Acceptance Test" in accordance with Belvac's acceptance testing procedures then in effect. Purchaser is invited to attend and witness the Acceptance Test. The Acceptance Test shall be held at Belvac's facility and consist of, but not necessarily be limited to, a production run of the Equipment using Purchaser's product and other (consumable) materials necessary to conduct the Acceptance Test. In furtherance of the Acceptance Test, Purchaser shall deliver all items specified in the order acknowledgment for the Acceptance Test at the times noted and at Purchaser's sole expense (including, without limitation, customs, duties and forwarding fees) DDP Belvac's designated facility (Incoterms 2020). All shipments from outside the United States must show Purchaser as the importer of record.

All delivery dates are approximate. Belvac shall use commercially reasonable efforts to meet the delivery schedule or date shown in the Terms and Conditions. Belvac will advise as to the estimated date of the Acceptance Test only upon receipt of Purchaser's acceptance of this Offer and payment of the down payment required by the Terms and Conditions. Belvac shall not be liable for any delay or failure in the estimated delivery or shipment or for any damages that may result to Purchaser from such delay or failure.

Software License

Belvac grants Purchaser a non-transferable, non-exclusive, non-sublicensable, royalty-free right to use

software incorporated into the Equipment (the “Software”). The Software is licensed, not sold for Purchaser’s use. The aforementioned license confers no title or ownership in the Purchaser to the Software and may not be construed as any sale of any rights in the Software to the Purchaser. The rights granted to Purchaser with respect to the Software in these Terms and Conditions are subject to the following restrictions:

- (a) With respect to Belvac’s Programmable Logic Controller (PLC) Software application: (i) Purchaser shall not license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose or otherwise commercially exploit or make the Software available to any third party; (ii) Purchaser shall not disassemble, reverse compile or reverse engineer any part of the Software or any hardware component in which the Software is installed, provided, however, that Purchaser may modify the PLC Software solely for the purpose of customizing the touchscreen, safety alarms and line control associated with the Belvac equipment used in conjunction with the PLC Software; (iii) Purchaser shall not access the Software in order to build a similar or competitive product or service or to publish any performance or benchmark test or analyses relating to the Software; and (iv) except as expressly stated herein, no part of the Software may be copied, reproduced, distributed, republished, downloaded, displayed, translated, posted or transmitted in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording or other means.
- (b) With respect to all of Belvac’s other Software applications: (i) Purchaser shall not license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose or otherwise commercially exploit or make the Software available to any third party; (ii) Purchaser shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Software or any hardware component in which the Software is installed; (iii) Purchaser shall not access the Software in order to build a similar or competitive product or service or to publish any performance or benchmark test or analyses relating to the Software; and (iv) except as expressly stated herein, no part of the Software may be copied, reproduced, distributed, republished, downloaded, displayed, translated, posted or transmitted in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording or other means.

Purchaser shall immediately cease all use of the Software in the event of a default of the forgoing or any other term or provision set forth herein. Belvac reserves the right to audit Purchaser’s use of the Software, from time to time, upon written notice to Purchaser.

Export Controls

Purchaser understands that exports and re-exports of Belvac products and any related software, technical data, service, or technical assistance (individually, an “Item” and, collectively, the “Items”) are subject to U.S. and foreign trade controls, customs and economic sanctions laws, regulations, rules and orders (collectively, “Trade Control Laws”). In addition to any other remedy it may have, Belvac may suspend and/or cancel the export, delivery, installation, and/or any maintenance or repair service of any Item if (a) Belvac has not received all export-related documentation requested by Belvac, including end-user certificates, (b) Belvac has not received the governmental approvals that Belvac deems to be required, or (c) Belvac believes that such activity may violate any Trade Control Laws or Belvac’s own compliance policies. Purchaser shall only use the Items for non-military, peaceful purposes. Purchaser shall not export, re-export or otherwise transfer or provide any Item in contravention of any Trade Control Law or any end-user certificate provided by Purchaser, including to an embargoed or otherwise sanctioned country, to anyone listed on any prohibited persons list published by the U.S., or for a prohibited end-use (such as research on or development of chemical, biological, or nuclear weapons, unmanned air vehicles or missiles; or nuclear explosive or fuel cycle activities or unsafeguarded nuclear activity). Purchaser must notify Belvac before providing any technical data to Belvac that is controlled under any Trade Control Law. Belvac will not be liable to Purchaser for any loss or expense if Purchaser fails to comply with any Trade Control Law. Purchaser shall indemnify Belvac for all losses, costs, claims, damages and expenses (including attorney fees and expenses) arising from Purchaser’s violation or alleged violation of any Trade Control Law.

Jurisdiction; Venue

Purchaser agrees that the jurisdiction and venue for any litigation arising in connection with this Offer the Commonwealth of Virginia, USA. Notwithstanding the foregoing, Purchaser agrees that Belvac may waive the preceding sentence and, at its sole option, commence litigation against Purchaser in a court of appropriate jurisdiction in the county and/or country where Purchaser's principal place of business is located.

In the event that litigation is instituted to interpret or enforce any terms or provisions of this Offer or the Contract, the prevailing party shall be entitled to reasonable attorneys' fees to be awarded by the court in the same action or in a separate action brought for that purpose.

Severability; Waiver

Any provision of this Offer or the Contract that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of such provision in any other jurisdiction, and the parties shall substitute therefor an enforceable provision that achieves the same business purpose as the provision that is prohibited or unenforceable.

No waiver by Belvac of any breach of any provision of this Offer or the Contract shall constitute a waiver of any other breach. Belvac's failure to object to provisions in any communication from Purchaser shall not be deemed an acceptance of such provisions or as a waiver of any provisions of this Offer or the Contract.

Proprietary Data; Patents & IP Rights

All of the technical data and other business information disclosed in the offer on the face hereof, in other Belvac communications, in connection of the sale of Belvac equipment or derived from Belvac's equipment is considered to be confidential, proprietary, and solely for the purpose of the Purchaser's purchase of Belvac equipment. Belvac retains for itself all proprietary rights to all designs, engineering details, and other data pertaining to any product sold. Purchaser may not disassemble or reverse engineer any Belvac equipment or otherwise use any Belvac equipment to build a similar or competitive product or service. Said information may not be divulged to any third party without the prior written consent of Belvac. Additionally, Purchaser may not share, with any other party (other than Belvac), any modifications or improvements made by Purchaser to any such equipment or any performance or benchmark test or analyses relating to the equipment.

The equipment, parts, upgrade kits and/or design technology quoted and/or sold is protected by US and/or International patents and other intellectual property registrations and trade secret rights, which are owned by Belvac. The machinery as delivered is marked with patent information where applicable. Any infringement of Belvac's rights will be prosecuted.

Belvac Indemnity Obligation

Belvac may defend in accordance with the terms below any suits that may be instituted by a third party against Purchaser based on any claim that the Equipment manufactured by Belvac hereunder or any part thereof infringes any U.S. utility patent, trademark or copyright and, provided that Purchaser shall have made all payments then due hereunder, shall have given Belvac immediate notice in writing of any such suit, transmitted to Belvac upon receipt of all processes and papers served upon Purchaser, permitted Belvac through its counsel, either in the name of Purchaser or in the name of Belvac, to defend the same, and given all needed information, assistance and authority to enable Belvac to do so, including tendering control of the litigation and provided, further, that Belvac shall not have any obligation to indemnify Purchaser from any infringement claims arising from, in whole or in part: (i) modification of the Equipment other than by Belvac or as instructed by Belvac; (ii) the combination of the Equipment with any component not provided by Belvac or (iii) Equipment designed or manufactured in accordance with designs, specifications, processes or formulas provided or required by Purchaser (each a "Purchaser Retained Infringement Obligation").

If Belvac defends such a suit for infringement and such Equipment is held to infringe any valid U.S. utility patent, trademark or copyright, then Belvac will pay any final award of damages in such suit attributable to such infringement, subject to the limits set forth herein. In lieu of defending such a suit for

infringement, or if in Belvac's opinion such a suit for infringement appears likely to be filed, Purchaser agrees to permit Belvac, in Belvac's sole discretion, to either (1) procure for Purchaser the right to continued use of the Equipment, or (2) modify the Equipment to render it non-infringing, or (3) replace the Equipment with non-infringing goods (and if it does so, then upon Belvac's written request, Purchaser will return the Equipment), or (4) refund the purchase price and the transportation costs paid by Purchaser for the Equipment, less an allowance for use and ordinary wear and tear equal to ten percent (10%) of the purchase price multiplied by the number of years that the Equipment has been utilized by Purchaser, pro-rated for any partial year of use. Belvac's total monetary obligation under this clause is limited to the purchase price and the transportation costs paid by Purchaser for the Equipment, less an allowance for use and ordinary wear and tear equal to ten percent (10%) of the purchase price multiplied by the number of years that the Equipment has been utilized by Purchaser, pro-rated for any partial year of use. Notwithstanding the foregoing, Belvac shall not be responsible for any compromise or settlement made without its written consent, or for infringements, or defense of any suits for infringement, of combination utility patents covering the Equipment in combination with other goods or other materials not furnished by Belvac, or for infringements if such Equipment was manufactured in compliance with Purchaser's designs, specifications, processes and/or formulas and such compliance gave rise to the infringement, or for uses of the Equipment when there are substantial non-infringing uses of the Equipment, or for infringements caused by a modification to the Equipment made by Purchaser or at its direction, or for direct or indirect infringement of a design patent or other comparable intellectual property, or for infringements caused by importation into the United States of America of products made by the Equipment. The foregoing states the entire liability of Belvac for infringement, and in no event shall Belvac be liable for any alleged infringement of products manufactured by third parties and supplied hereunder.

Purchaser Indemnity Obligation

Purchaser shall indemnify, defend and hold harmless Belvac and its affiliates, and each of their respective officers, directors, employees, representatives, advisors, agents, successors and assigns from any and all claims that the design, manufacture, sale or servicing of the Equipment constitutes actual or alleged infringement or misappropriation of any intellectual property right, other proprietary right or contractual right of any third-party as a result of any Purchaser Retained Infringement Obligation.

Force Majeure

Belvac shall not be liable for any loss, delay or failure to perform resulting from any circumstance, direct or indirect, reasonably beyond its control including, without limitation, endemic, pandemic, fire, flood, accident, explosion, mechanical breakdown, strike or other labor trouble, plant shutdown, unavailability of or interference with the usual means of transporting the product or compliance with any law, regulation, order, recommendation or request of any governmental authority. In addition, Belvac shall be so excused in the event it is unable to acquire from its usual sources and on terms it deems to be reasonable, any material necessary for manufacturing the product. In the event that there should be a shortage of any product, Belvac may apportion its available product among itself, its affiliates and all its customers in such equitable manner as it deems fair and reasonable. Any delivery date may be extended, at Belvac's option, to the extent of any delay resulting from any force majeure event.

Governing Law

This Offer and the Contract shall be governed by the laws of the Commonwealth of Virginia, USA, without regard to principles pertaining to conflicts of law. **THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS OFFER AND THE CONTRACT SHALL NOT BE GOVERNED BY THE 1980 U.N. CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS.**