



## EQUIPMENT SALE GENERAL TERMS AND CONDITIONS

1. **ACCEPTANCE OF THE AGREEMENT.** This Agreement cancels and supersedes any prior terms of sale, representations, or other communications between the parties or previously issued by Seller to Buyer relating to the subject matter set forth herein. Buyer accepts all terms and conditions of this Agreement, and agrees that any additional or different terms and conditions contained in Buyer's purchase orders or other documents are material alterations which shall not become a part of this Agreement, notwithstanding any acknowledgement or acceptance of such documents by Seller. Seller's acceptance of Buyer's order is conditional upon Buyer's acceptance of all the terms and conditions contained in this Agreement and Seller objects to and rejects Buyer's additional or different terms and conditions. Any communication construed as an offer by Seller and acceptance thereof is expressly limited to the terms and conditions set forth herein. Acceptance of an order for Equipment by Seller shall be deemed to be a binding agreement between the parties pursuant to this Agreement and Buyer agrees that the order may not thereafter be cancelled, or otherwise changed without the prior written consent of Seller. The term "Equipment" shall refer to the equipment, materials, parts, or other products set forth in this agreement.
2. **PAYMENT, TAXES, AND FREIGHT.** Payments are due on the dates specified. Manufacturing of the Equipment will not commence until Seller receives the Deposit. Seller may suspend manufacturing of the Equipment if any progress payment is not received by the date specified. Failure by Buyer to remit payments in accordance with this agreement may delay delivery of the Equipment. Receipt by Seller of the total purchase price set forth in this agreement is a condition precedent to Seller's obligation to deliver the Equipment. Seller will not deliver the Equipment prior to receiving the Total Price. All payments shall be without deduction, counterclaim or set-off. Freight, transportation, delivery, storage or use of the Equipment, the cost of installing and/or assembling the Equipment, insurance, and all federal, state, local and foreign sales, use, excise, VAT, GST, export, and import taxes, duties, tariffs assessments and similar fees or taxes imposed on the sale, and other charges ("Charges") shall be the responsibility of and paid by Buyer at its sole cost and expense. Any Charges advanced by Seller shall be reimbursed by Buyer within five (5) days of written notice and demand for payment. Any claim for exemption from Charges must be plainly designated on the face of this Agreement and must be accompanied by all required exemption certificates. If payment is not made when due, Seller may suspend all future delivery or other performance with respect to Buyer without liability or penalty and, in addition to all other sums payable hereunder, Buyer shall pay to Seller the following fees and costs (collectively, "Fees and Costs"): (i) the reasonable costs and expenses incurred by Seller in connection with all actions taken to enforce this Agreement, including to collect amounts due to Seller under this Agreement, or to preserve and protect Seller's rights hereunder, whether by legal proceedings or otherwise, including without limitation attorneys' fees, court costs and other expenses; and (ii) interest on all amounts unpaid after 30 days charged at the monthly rate of 1.5% or the highest rate permitted by law, whichever is less.
3. **SHIPMENT AND DELIVERY.** Unless otherwise stated in writing, all prices and delivery are LOADED EX WORKS, Seller's Premises (Incoterms 2020). Title and all risk of loss or damage to the Equipment and parts shall pass to Buyer upon delivery, as per Incoterms 2020. Any claims for loss, damage or delay in transit must be entered and prosecuted by the Buyer directly with the carrier, who is hereby declared to be the agent of the Buyer. In the event delay is caused by Buyer's failure to furnish necessary information with respect to data and details for Buyer's specifications, Seller may, in its sole discretion, extend the date of delivery for a reasonable time. In the event delay in delivery is caused by Buyer or at Buyer's request, and the Equipment is not shipped within five (5) days from the first date the Equipment is ready to be picked up, Seller may, in its sole discretion, sell such Equipment to another buyer without any liability or responsibility to Buyer whatsoever. In addition, storage charges due to delay in arranging pick up of the Equipment or arranging and establishing a method of payment satisfactory to Seller, or submitting valid import permits or licenses, or any other delay caused by Buyer or at Buyer's request, will constitute Charges due and payable by Buyer. Any dates quoted for delivery are approximate only and the Seller shall not be liable for any delay in delivery.
4. **INSPECTION AND ACCEPTANCE OF EQUIPMENT.** Buyer has the option to inspect the Equipment prior to loading onto transport at Seller's Premises and shall notify Seller in writing (the "Inspection Notice") of any alleged nonconformities or defects so that they may be assessed for validity and addressed by Seller if deemed appropriate prior to delivery. Buyer shall also inspect the Equipment immediately upon arrival at the Buyer's first shipping destination and shall notify Seller in writing (the "Receipt Notice") of any alleged nonconformities or defects so the Receipt Notice is received no later than ten (10) days after arrival. All Notices shall be provided to: Advanced Construction Robotics, Inc., Attn: Customer Service Department via overnight mail through an internationally recognized courier or via U.S. Certified Mail, Return Receipt Requested and must contain sufficient detail describing the nonconformity or defect. Failure to give timely written Notice(s) or the continued commercial use of the Equipment shall constitute Buyer's unqualified acceptance of the Equipment and Buyer cannot, thereafter, revoke acceptance for any reason or reject the Equipment for an alleged nonconformity or defect whether or not known by Buyer at the time of such acceptance. The giving of any Receipt Notice by Buyer shall automatically cause the provisions of Seller's warranty to apply and govern the rights, obligations and liabilities of the parties with respect to such alleged nonconformity or defect, provided under no circumstances shall rejection give rise to any liability of Seller for incidental or consequential damages or losses of any kind.
5. **TITLE AND SECURITY INTEREST.** Ownership of Equipment shall not pass to Buyer until payment in full of the purchase price plus any and all other Charges and Fees and Costs, as applicable (collectively, the "Buyer's Obligations"). Seller shall retain or be granted a right to repurchase the Equipment from the Buyer at any price offered to a third party by Buyer or a price offered by a third party and acceptable to Buyer.
6. **CANCELLATION.**
  - (a) **Cancellation by Buyer.** Cancellation may only be accepted with Seller's written consent and upon terms indemnifying Seller from all resulting losses and damages. Seller will retain any deposit and progress payments as liquidated damages (and not as a penalty). In the event Seller, in writing, consents to stop work, cancel and/or terminate an order (in whole or in part) under this Agreement, Buyer shall: (i) forfeit its right to receive any parts or Equipment whether partially or fully completed; (ii) forfeit any deposit and progress payments; and (iii) reimburse Seller for work in progress and any materials and supplies procured or for which definite commitments have been made by Seller in connection with the order. Buyer shall pay such sums as may be required to fully compensate Seller for actual costs incurred, plus fifteen percent (15%). IN NO EVENT MAY BUYER CANCEL ANY ORDER OR PORTION THEREOF WITHIN SIXTY (60) DAYS OF THE ESTIMATED SHIPPING DATE LISTED IN THE CONDITIONS OF SALE. Seller may proceed to sell the Equipment to any third party without notice to Buyer. Orders of "Special" Equipment may not be cancelled after acceptance, except by Seller. Items of "Special" Equipment are those that differ from standard Seller specifications, have a limited market, or incorporate specifications that have been determined for a specific application. Determination of whether an item of Equipment is "Special" shall be made by Seller in its sole discretion in this agreement.
  - (b) **Cancellation by Seller.** (i) For Cause. Seller shall have the right to cancel and refuse to complete an order or terminate an order if any term and/or condition governing this Agreement is not complied with by Buyer. (ii) For Convenience. Seller shall have the right to cancel or refuse to complete an order or terminate an order at any time upon written notice to Buyer and Seller shall not be liable for any damages in performance of this Agreement or delivery of the Equipment or parts, or for any damages suffered by Buyer by reason of delay. Buyer's sole and exclusive remedy shall be a refund of all monies previously paid to Seller under this Agreement.
7. **WARRANTIES.** Subject to the warranty limitation set forth in Section 9, Seller warrants its new Equipment to be free, under normal and proper use and service, of any defects in material or workmanship for a period of two (2) years from the date the Equipment is delivered to the Buyer. Seller warrants its OEM replacement parts ordered from Seller's parts department (excluding Tie Modules) to be free of defects in manufacture or materials for: (i) a period of twelve (12) months from the date delivered to the Buyer or its first user; or (ii) the period remaining on the Equipment warranty for the affected Equipment or part (if any), whichever is shortest. This warranty shall only be valid if Buyer sends Seller written notice of the defect as set forth in Article 8 below and establishes that: (i) the Equipment has been maintained and operated within the limits of rated and normal usage; and (ii) the defect did not result in any manner from the intentional or negligent action or inaction by Buyer, its agents, employees, contractors, or other authorized users or any other limitation set forth in Article 9. If requested by Seller, Buyer must return the defective Equipment to Seller's Premises, and if Buyer cannot establish that conditions (i) and (ii) above have been met, then this warranty shall not cover the alleged defect. Failure to give written notice of defect within such period shall be a waiver of this warranty and any assistance rendered thereafter shall not extend or revive it. Equipment literature is for illustrative purposes only and does not contain a warranty of any kind. Seller's advice relating to the technical usage of the Equipment or the intellectual property rights of others, whether provided orally or in writing or through the provision of test results, is given in accordance with Seller's best knowledge at that time, but shall at all times be deemed to be non-binding. Such advice does not relieve Buyer from the obligation, and Buyer accepts full responsibility, to confirm for himself the suitability of the Equipment for the intended purpose(s). This warranty shall not cover any item on which serial numbers have been altered, defaced, or removed. Maintenance and ordinary wear and tear of the Equipment and any of its parts are not covered by this warranty and are the sole maintenance responsibility of Buyer. This warranty is limited to the Buyer and is not assignable or otherwise transferable without written agreement of the Seller. THIS WARRANTY IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) AND ALL OTHER OBLIGATIONS OR LIABILITY ON SELLER'S PART. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE LIMITED WARRANTY CONTAINED HEREIN. Seller neither assumes nor authorizes any other person to assume for Seller any other liability in connection with the sale of Seller's Equipment or its parts. No action by either party shall operate to extend or revive this limited warranty without the prior written consent of Seller.

If Buyer purchases the Extended Warranty as noted in this agreement, the foregoing warranty shall be extended for the period of the Extended Warranty set forth.

8. **REMEDIES FOR BREACH OF WARRANTY.** In the event of any breach of the warranty by Seller, the parties agree that SELLER'S LIABILITY SHALL BE LIMITED EXCLUSIVELY TO THE REMEDIES OF REPAIR OR REPLACEMENT OR CREDIT AS SET FORTH HEREIN (AT SELLER'S SOLE DISCRETION) OF ANY DEFECTIVE EQUIPMENT COVERED BY THE WARRANTY. Buyer's sole and exclusive remedy, and Seller's only obligation for breach of warranty hereunder, shall be, at Seller's option in its sole discretion, to: (i) repair or replace the



defective Equipment which fails within the warranty period, free of charge, provided that Buyer promptly notifies Seller in writing and, after receipt of prior written authorization from Seller, returns such Equipment to the place requested by Seller, freight prepaid, and thereupon Seller finds such to be defective; or (ii) issue a credit equal to the price of the defective Equipment which fails within the warranty period. Buyer must pay all related costs of removal, installation or reinstallation, and any costs not covered by warranty as determined by Seller. At Seller's request, Seller's personnel must be granted access by Buyer to inspect the Equipment claimed to be defective at the site of its installation or use.

9. **WARRANTY LIMITATIONS.** The warranty and remedies for breach of warranty provided for in Articles 7 and 8 above extend only to the original sale and do not cover, and Seller shall not be liable for: (i) abnormal wear and tear or damage caused by installation, maintenance, storage or use which is improper or contrary to the Equipment's standard operating procedures (including the failure to provide the scheduled maintenance recommended by Seller); (ii) intentional acts, accidents, negligence or exposure to harmful chemicals, pollutants or other foreign matter or energy; (iii) repair or damage caused by anyone except personnel authorized by Seller; (iv) any damage to the finish of the Equipment after it leaves Seller's Premises; (v) Buyer's use or attempted use of the Equipment with software other than software provided, approved or specified by Seller; and (vi) Equipment or any part thereof which has been subject to misuse, unintended use, alteration, modification, operation outside of Seller's specifications, abuse, negligence, accident, fire, wind, hail, flood, lightning, or other acts of God or sabotage. Wear parts not covered under the Equipment warranty include, but are not limited to, bogie wheels, seals, gaskets, hoses, friction plates, clutch and brake linings, filters, wire rope, exterior coatings, belts, generator, cover panels, and batteries. Equipment and parts repaired or replaced under warranty are warranted only for the remainder of the original warranty period. The Buyer's failure to use OEM replacement parts or OEM tie wire shall render the warranty null and void. As to any Equipment components covered by original manufacturer's standard warranties, such manufacturer's standard warranties shall be the sole and exclusive warranty as to such components. Seller shall pass through to Buyer any transferable manufacturer's standard warranties with respect to Equipment components.

10. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, SELLER AND ITS AFFILIATES SHALL NOT BE LIABLE FOR, AND SPECIFICALLY DISCLAIM, ANY LIABILITY FOR ANY: (A) LOST PROFITS, REVENUES AND/OR BUSINESS INTERRUPTION (WHETHER DIRECT OR INDIRECT), OR DELAYS TO BUYER OR ITS OPERATIONS; AND (B) INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, LIQUIDATED, CONSEQUENTIAL (WHETHER DIRECT OR INDIRECT) OR OTHER DAMAGES OR LOSSES OF ANY KIND, including without limitation, labor costs, loss of use, equipment rental, third party repairs, investigation costs, damage to property, personal injury (or death), emotional or mental distress, penalties, loss of service of personnel, or failure of the Equipment or parts to comply with any applicable laws; whether or not arising from breach of contract, warranty, negligence, product liability, failure of Seller to warn against or instruct on (or adequately warn against or instruct on) the dangers of the Equipment or the safe and proper use of the Equipment, whether or not Seller has been advised of the potential for such damages or otherwise. Seller's total liability hereunder from any cause whatsoever shall be limited to the lesser of Buyer's actual direct damages or the price paid to Seller for the Equipment that are the subject of Buyer's claim. All claims against Seller must be brought within one year after the cause of action arises, and *Buyer waives all rights to assert and receive damages or compensation after one (1) year.*

11. **INDEMNIFICATION.** Seller is not responsible for any losses or injuries (including death) caused by the Equipment and Buyer agrees to indemnify, defend and hold Seller and any parent or affiliate, if applicable, and any of their officers, directors, managers, employees, and agents harmless against any and all claims, costs, demands, expenses, damages, liabilities, losses and suits arising from or in any way connected to: (i) any loss or damage to the Equipment or any part or component thereof; and (ii) the death of, injury to, or damage to the property of (including loss of use) any person or party related to or arising out of the use, possession, transportation, ownership, operation, condition or relocation of the Equipment whether or not caused in part by the active or passive negligence or other fault of Seller. Buyer shall not be liable for losses arising out of Seller's gross negligence or intentional misconduct.

12. **INSURANCE.** Until the purchase price of any Equipment is paid in full, the Buyer shall provide and maintain insurance equal to the full replacement value of any such Equipment delivered hereunder against customary casualties and risks; including, but not limited to fire and explosion, and shall also insure against liability for accidents and injuries to the public or to employees, in the names of Seller and Buyer as their interest may appear, and in an amount satisfactory to Seller. Buyer shall cause the insurer to name the Seller as an additional insured under all applicable insurance policies covering the Equipment until the Buyer's Obligations are satisfied in full and shall require the insurer to provide Seller with at least thirty (30) days' prior written notice of the insurer's intention to cancel, terminate or modify the insurance policy covering the Equipment. If the Buyer fails to provide such insurance, Seller may obtain insurance for the Equipment in an amount and from an insurer acceptable to the Seller in its sole discretion. All costs associated with the provision of insurance on the Equipment by the Seller shall be deemed a Charge included within the Buyer's Obligations due and owing to the Seller. All loss resulting from the failure to affect such insurance shall be assumed by the Buyer.

13. **SPECIFICATION CHANGES.** In the event Seller incurs additional expense because of changes in specifications or drawings for the Equipment previously approved by Buyer, or in the event Seller is required to modify the ordered Equipment, perform any additional work or supply any additional Equipment or parts, the additional expense shall be added to the purchase price. Seller shall have the right, in its sole discretion, to accept or reject any changes in specifications requested by Buyer. If the Seller rejects the Buyer's requested changes, the Buyer remains obligated to perform under this Agreement as if it the Buyer had not requested changes. In no event shall any changes in specifications be made or accepted thirty (30) days prior to estimated delivery date or thereafter.

14. **SAFETY AND HEALTH.** Use of the Equipment may require Buyer to comply with various international, federal, state, or local laws, rules, regulations, or safety codes including, but not limited to, the Occupational Safety and Health Act ("OSHA"), current regulations and standards applicable under OSHA ("OSHA Standards") and the Federal Coal Mine Health and Safety Act of 1969 ("Coal Mine Act"). BUYER HEREBY ASSUMES THE ENTIRE RESPONSIBILITY FOR THE INSTALLATION OF SAFETY GUARDS AND DEVICES AS FEDERAL, STATE OR LOCAL LAWS, RULES, REGULATIONS OR SAFETY CODES (INCLUDING OSHA, THE OSHA STANDARDS AND THE COAL MINE ACT) MAY DICTATE, NOTWITHSTANDING THAT SELLER MAY NOT PROVIDE SUCH GUARDS OR DEVICES WITH THE EQUIPMENT ORDERED HEREIN. BUYER HEREBY RELEASES SELLER AND SELLER'S PARENTS AND AFFILIATES, IF ANY, AND THEIR DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES FROM ANY AND ALL CLAIMS ARISING FROM ANY USE OF THE EQUIPMENT ORDERED HEREIN IN VIOLATION OF THE DICTATES OF ANY INTERNATIONAL, FEDERAL, STATE OR LOCAL LAWS, RULES, REGULATIONS OR SAFETY CODES (INCLUDING OSHA, THE OSHA STANDARDS AND THE COAL MINE ACT).

15. **DEFAULT AND SELLER'S REMEDIES.** An Event of Default exists under this Agreement if the Buyer: (a) fails to make any payment when due under this Agreement (a "Payment Default"); (b) fails to perform any other obligation under this Agreement that can be cured within a thirty (30) day period (a "Curable Nonpayment Default") and such Curable Nonpayment Default continues following thirty (30) days after receiving notice from Seller describing the Curable Nonpayment Default; or (c) fails to perform any other obligation under the Agreement that is not capable of being cured within a thirty (30) day period or becomes the subject of a bankruptcy or other insolvency proceeding by or against the Buyer (collectively, a "Noncurable Nonpayment Default"). In the event of a Payment Default or a Curable Nonpayment Default, all unpaid sums and installments constituting the Buyer's Obligations, shall, at the Seller's sole option, become immediately due and payable without notice of any kind to Buyer. In the event of a Noncurable Nonpayment Default, all unpaid sums and installments constituting the Buyer's Obligations shall automatically become immediately due and payable without notice of demand. In addition to acceleration of the Buyer's Obligations, Seller may pursue any and all remedies allowed under this Agreement, at law or in equity, including but not limited to any and all remedies available to it under the Pennsylvania Uniform Commercial Code. In addition to the foregoing, and not in limitation thereof, Seller shall have the right to set off any credits or amounts owed to Buyer against any amounts owed by Buyer to Seller.

16. **COPYRIGHTS, TRADEMARKS AND CONFIDENTIALITY.** No license or other rights under any patents, copyrights or trademarks owned or controlled by Seller or under which Seller is licensed are granted to Buyer or implied by the sale of Equipment or any parts hereunder. Buyer shall not identify as genuine products of Seller any Equipment purchased hereunder which Buyer has treated, modified or altered in any way, nor shall Buyer use Seller's name or trademark to identify such Equipment; provided, however, that Buyer may identify such products as utilizing, containing or having been manufactured from genuine products of Seller as treated, modified or altered by Buyer or Buyer's representative, upon written prior approval of Seller. All technical and commercial information Seller discloses to Buyer, excluding public domain information or property in Buyer's possession in tangible form before receiving such information from Seller ("Confidential Information"), is the exclusive property of and is proprietary to Seller and disclosed to Buyer in confidence for the limited purpose of assisting Buyer in the evaluation and normal operation of the Equipment. Confidential Information shall include but is not limited to details of this equipment sales agreement, plans, photographs, designs, drawings, blueprints, manuals, specifications, engineering instructions, data, software, processes, and other documents relating to the business of Seller and shall be treated by Buyer as confidential and not disclosed, given, loaned, exhibited, sold or transferred to any third party without Seller's prior written approval; provided, however, that these restrictions shall not apply to Information that Buyer can prove: (a) at the time of disclosure, is generally known to the public other than as a result of a breach of this Agreement by Buyer; or (b) is already in Buyer's possession at the time of disclosure by a third party having a right to impart such Information. Absent express written permission, Buyer is prohibited from reverse-engineering, decompiling, modifying, sharing, manipulating, or otherwise analyzing any Confidential Information. Within thirty (30) days, upon a request from Seller, Buyer shall destroy any Confidential Information. Compliance with this section or any other section of this agreement may be confirmed by Seller through audits, whether announced or unannounced, so long as such audits comply with safety and legal obligations.

17. **INSTALLATION.** Unless otherwise expressly agreed in writing, Buyer shall be solely responsible for the installation and erection of the Equipment. If included as part of this agreement, Seller may provide a serviceman, data and/or drawings to aid Buyer with installation or start-up, however, Seller assumes no responsibility for proper installation or support of the Equipment when installed and disclaims any express or implied warranties with respect to such installation and support. Notwithstanding whether data and drawings are provided or a serviceman aids in the installation, Buyer shall indemnify and hold Seller harmless and at Seller's request, defend Seller from all claims, demands or



legal proceedings (including the costs, expenses and attorney's fees incurred in connection with the defense of any such matter) which may be made or brought against Seller in connection with damage or personal injury arising out of said installation, erection, or start-up of the Equipment.

18. **FORCE MAJEURE.** The Seller shall not be liable to the Buyer or be deemed to be in breach of this Agreement by reason of any delay in performing, or any failure to perform, any of the Seller's obligations herein if the delay or failure was due to any cause beyond the reasonable control of the Seller including (without limitation) strike, lockout, riot, civil commotion, fire, accident, explosion, tempest, act of God, war, epidemic, stoppage of transport, terrorist activity, supply shortage or changes in government, governmental agency, laws, regulations or administrative practices.

19. **JURISDICTION, VENUE, AND LAW.** This Agreement is made under, and for all purposes shall be construed and enforced in accordance with and governed by, the laws of the Commonwealth of Pennsylvania, excluding: (i) its conflict of laws provisions; and, (ii) the United Nations Convention for the International Sale of Goods. The parties agree that the proper and exclusive forum and venue in all legal actions brought to enforce or construe any of the provisions of this Agreement shall be in the United States District Court, Western District of Pennsylvania or, if federal jurisdiction is lacking in such legal action, in the Court of Common Pleas of Allegheny County, Pennsylvania. Buyer hereby consents to the jurisdiction of the state and federal courts sitting in Allegheny County, Pennsylvania. Buyer acknowledges this forum selection regardless of where the project or parties may be located.

20. **MISCELLANEOUS.** This Agreement, when signed by both parties, constitutes the entire agreement between the parties. Seller shall not be bound by any agent's, employee's or any other representation, promise or inducement not set forth herein. Any portion deemed invalid or unenforceable shall be struck and the remainder of this Agreement shall continue to be effective and binding. This Agreement shall bind and inure to the benefit of the parties and their respective successors. No rights arising under this Agreement may be assigned by the Buyer unless expressly agreed to in writing by the Seller. Buyer represents that it is solvent and has the financial ability to pay for the Equipment purchased hereunder and that it has all requisite right, power and authority to perform its obligations under this Agreement. Headings in this Agreement are for convenience purposes only and shall not define or limit any term(s) hereof. This Agreement may be executed in counterparts and facsimile signatures shall suffice as originals.

21. **ANTI-CORRUPTION, EXPORT CONTROLS, NO BOYCOTTS.** Buyer warrants that it is and shall remain in compliance with all export and re-export controls and requirements, economic sanctions, embargoes and regulations regarding the export, re-export, shipment, distribution and/or sale of products, technology, information or warranty related services, and any laws and regulations of the United States of America, and any other applicable laws, including, but not limited to, laws prohibiting public corruption and commercial bribery (collectively the "Laws and Regulations"). Buyer further agrees that any party retained or paid by the Buyer ("Retained Party") shall, comply with all Laws and Regulations. Buyer further agrees that it shall not, and any Retained Party shall not, export or re-export products, technology, information or warranty related services directly or with its knowledge indirectly into any nations, territories, or countries to the extent doing so is prohibited under United States law. Failure to comply strictly with this section and all applicable Laws and Regulations and licensing/approval requirements shall be grounds for immediate termination of this Agreement by Seller. Notwithstanding anything to the contrary contained in any agreement between the Buyer and Seller or in any other document or agreement relating to the Equipment sold hereunder, Seller will not comply with requests related to the boycott of any country or other jurisdiction, except to the extent such boycott is required by or otherwise not inconsistent with United States law. Buyer hereby agrees to indemnify, defend and hold harmless Seller and its employees, successors and assigns from and against any and all claims, demands, damages, costs, penalties and fines arising in connection with any alleged breach by the Buyer or its agents of this Section.