

Terms and Conditions of Sale

1. **TERMS & CONDITIONS OF SALE.** The goods that are the subject of a sale by Atlas Fibre, LLC and its affiliated entities (hereinafter collectively, "Atlas") to Buyer are referred to herein as the "Products," the services sold by Atlas to Buyer are referred to herein as the "Services," and finished items from Atlas's Services shall be referred to herein as "Service Items." All sales of Products or Services by Atlas are governed by and subject to (a) Atlas's unexpired quotation, order acknowledgement and these terms and conditions, or a separate written agreement signed by an authorized representative of Atlas, if applicable. Any irreconcilable conflict between these terms and conditions and any terms in Atlas's unexpired quotation, order acknowledgement, or the separate written and signed agreement shall be resolved in favor of the unexpired quotation, order acknowledgement, or the separate written and signed agreement, as applicable. Except as otherwise agreed to by an authorized representative of Atlas in writing, the terms and conditions set forth herein, together with Atlas's unexpired quotation, order acknowledgement, or a separate written and signed agreement, if applicable, shall constitute the complete and final agreement between Atlas and Buyer (hereinafter, this "Agreement"), superseding completely any prior oral or written communications between Atlas and Buyer regarding the subject matter.
2. Atlas's acceptance of Buyer's purchase order or commencement of performance shall not constitute acceptance of any of Buyer's preprinted terms and conditions. **TERMS ADDITIONAL TO OR DIFFERENT FROM THESE TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO TERMS CONTAINED IN BUYER'S PURCHASE ORDER OR BUYER'S STANDARD TERMS AND CONDITIONS OF PURCHASE, ARE DEEMED MATERIAL AND HEREBY REJECTED UNLESS OTHERWISE ACCEPTED BY ATLAS IN WRITING.**
3. **BUYER'S ASSENT TO THESE TERMS AND CONDITIONS.** Buyer's assent to these terms and conditions shall be conclusively presumed from Buyer's (1) receipt of Atlas's order acknowledgment without written objection sent to Atlas within ten (10) days after Buyer's receipt thereof, (2) instructing Atlas to begin work or to ship any of the Products or Service Items after receipt of Atlas's order acknowledgement, (3) acceptance of or payment for all or any part of the Products or Service Items, or (4) taking any other action evidencing Buyer's acceptance of the benefits of the Agreement between the parties. Atlas may commence performance in reliance upon Buyer's acceptance of these terms and conditions, and Atlas will not be obligated to fulfill an order or request for the Products or Services, unless Atlas affirmatively acknowledges such order.
4. **MODIFICATION.** No modification of this Agreement or waiver of any of its terms will be binding on Atlas, unless clearly expressed in writing and signed by an authorized representative of Atlas.
5. **TERMINATION OR CANCELLATION.** Atlas shall have the right to terminate this Agreement if Atlas determines that Buyer's credit is not satisfactory or for any other reason. Any such termination or cancellation shall be effective upon notification (either orally or in writing) to Buyer and shall be without liability to Atlas. Buyer may not cancel this Agreement once Atlas has commenced manufacturing of Products or Service Items. Prior to commencement of manufacture, orders may only be cancelled upon payment to Atlas of the cost of raw materials,

component parts, engineering and administrative time and supplies on which commitments have been made, as well as the profit which Atlas would have made on the completed order.

6. **DELIVERY, FREIGHT AND RISK OF LOSS.** All delivery and performance dates require a separate written agreement between Atlas and Buyer. The delivery time stated in the unexpired quotation may change until the date of purchase, based upon Atlas's production capacities. All deliveries are Ex Works (Incoterms 2020) Atlas's facility freight prepaid or freight collect to destination. Unless otherwise agreed in writing, Atlas may, in its sole discretion, select the shipping method, the carrier and the applicable freight charges. If Buyer desires to pick up the Products or Service Items at Atlas's facility, Buyer must contact Atlas to arrange a mutually convenient time for pick up. Title to the Products and Service Items, and risk of loss to the Products and Service Items, shall pass to the Buyer at the point of shipment from Atlas's facility, whether freight prepaid or freight collect to Buyer's destination, regardless of which party selects the carrier and arranges the freight charges or particulars of shipment. Risk of loss for damage or delay in transit shall be borne by Buyer. Buyer shall file and pursue any claims directly with the carrier related to loss, damage or delay in transit, and Buyer shall not assert such claims against Atlas or deduct from amounts owing to Atlas.
7. **RELEASE OF GOODS FOR SHIPMENT.** Buyer must release the Products or Service Items for shipment within twenty (20) days after Atlas notifies Buyer that those items are ready for shipment. After such 20-day period, Buyer will pay a holding charge determined in good faith by Atlas and/or Atlas may ship the Products or Service Items to Buyer without further notification. Buyer agrees to accept delivery of all shipped Products and/or Service Items and to pay the applicable price. Atlas has the right to sell or scrap any Products and/or Service Items without notice to Buyer if Buyer has not released the Products and/or Service Items for shipment within forty-five (45) days after Atlas notifies Buyer that the Products and/or Service Items are ready for shipment, and Buyer shall be responsible for any difference between the agreed purchase price and the sale price or the scrap allowance. With respect to any order of a single item of a truckload or less, Buyer must release the entire order for shipment at one time or pay the additional LTL charges required by Atlas.
8. **DELAYS AND CANCELLATIONS BY BUYER.** "Delay/Cancellation Costs" include all labor, materials, overhead, general and administrative costs, restocking charges, surcharges levied on material by outside suppliers, sub-vendor cancellation charges, excess inventory charges, value of storage space, inventory tax charges, banking and finance charges, scrapping and disposal fees, and other harm, costs and charges incurred directly or indirectly by Atlas in connection with a delay or cancellation of an order for the Products or Services. The "Firm Order Period" is determined according to, as applicable, the quotation, order acknowledgement or separate written and signed agreement. If there is no quotation, order acknowledgement or separate written and signed agreement, or if none of those items specifies the Firm Order Period, the Firm Order Period will be determined according to Atlas's then current cancellation and orderbook management policy. If a Firm Order Period cannot be determined in any of the preceding methods, the entire order will be considered to be within the Firm Order Period. Buyer is not entitled, without Atlas's prior written consent, which may be withheld or conditioned in Atlas's sole discretion, to cancel or delay a delivery of the Products and/or Service Items for all or any part of an order within the Firm Order Period. Atlas may treat as a cancellation any proposed delay greater than 60 days. If Atlas consents to the cancellation or delay, Buyer shall pay a

cancellation or delay charge in an amount determined in Atlas's sole discretion to reflect all applicable Delay/Cancellation Costs, including, at a minimum, a storage charge, inventory carrying costs, financing costs associated with the finished Products or Service Items, work in process and raw materials, and costs of inactive labor, from the original request date until the time of delivery or performance. In the case of cancellation, the charge may also include, at Atlas's sole discretion, a reasonable and equitable profit for Atlas. If Atlas's work on an order requires material from Buyer or a third party selected by Buyer, and Atlas does not timely receive material that strictly conform to Atlas's requirements, including chemical composition, physical properties and dimensions, Atlas may delay performance of or cancel the order without liability, and Buyer shall compensate Atlas for all Delay/Cancellation Costs, including for costs incurred and time expended working on non-conforming material.

9. **SPECIFICATIONS.** The material specifications, quality requirements, or any other aspect of the Products and/or Service Items or their manufacture (the "Product Specifications") is controlled by Atlas's unexpired quotation, order acknowledgement, or separate written and signed agreement. If any of the Product Specifications in Atlas's unexpired quotation, order acknowledgement, or separate written and signed agreement differ materially from the Product Specifications requested by Buyer, Atlas may, in its sole discretion, require that Buyer provide a written acknowledgment and acceptance of the Product Specifications in Atlas's quotation, order acknowledgement, or separate written and signed agreement prior to the manufacture or delivery of the Products or Service Items. Buyer is not entitled, without Atlas's prior written consent, which may be granted or withheld in Atlas's sole discretion, to make any changes to Product Specifications in Atlas's quotation, order acknowledgement, or separate written and signed agreement. If Atlas consents to the change, Atlas may condition its consent on Buyer's agreement to price adjustments and other compensating payments satisfactory to Atlas. In addition to all other remedies available to it under applicable law, Atlas may refuse to comply with any change to which Atlas has not given its prior written consent.
10. **GOVERNMENT CONTRACTS.** If Buyer is purchasing the Products and/or Service Items for a government contract or sub-contract, Buyer shall promptly notify Atlas of that fact and of any contractual terms from the government procurement laws and regulations that Buyer is obligated to include in its contracts for such Products and/or Service Items. No government procurement provisions will be included in this Agreement unless agreed to in a writing signed by an authorized representative of Atlas.
11. **PURCHASE PRICE.** The purchase price of the Products or Services shall be as stated in Atlas's unexpired quotation, order acknowledgement, or separate written agreement signed by an authorized representative of Atlas, as applicable. Unless agreed by Atlas in writing, the purchase price does not include shipment costs. If the Products or Service Items are shipped freight prepaid, the charge for freight shall be added to the invoice. Prices are based on and assume Buyer's compliance with all of the terms and conditions of this Agreement, including a promise by Buyer to purchase a particular mix of goods, a certain quantity of goods, or a certain percentage of Buyer's requirements for the goods. Atlas may adjust prices, in its sole discretion, if the circumstances do not coincide with the forgoing assumptions. In addition, Atlas may at any time adjust prices based on changes to energy costs, raw material costs, labor costs and exchange rates.

12. **PAYMENT TERMS.** Unless otherwise stated in the unexpired quotation, payment terms are net 30 days, with no discount allowed on transportation charges. Interest will accrue on invoices unpaid after the net due date at the annual rate of 12% or the maximum legal contract interest rate, whichever is less.
13. **SURCHARGES; PRICE ADJUSTMENTS.** For purchases made pursuant to a separate written agreement signed by an authorized representative of Atlas, if Atlas announces a surcharge, such surcharge shall become effective for the Products or Service Items scheduled for shipment beginning on the date set forth in Atlas's announcement of such surcharge or, if there is no such date, immediately upon such announcement. For all other purchases, including, but not limited to, spot purchases: (i) if Atlas announces a general price increase, such price increase shall become effective for the Products or Service Items scheduled for shipment beginning on the date set forth in Atlas's announcement of such price increase or, if there is no such date, immediately upon such announcement; and (ii) if Atlas announces a surcharge, such surcharge shall become effective for the Products or Service Items scheduled for shipment beginning on the date set forth in Atlas's announcement of such surcharge or, if there is no such date, immediately upon such announcement.
14. **TAXES.** Prices do not include any taxes or other assessments. All taxes, duties, fees, assessments or other charges of any kind imposed by any federal, state, municipal or other governmental authority which Atlas is required to collect or pay with respect to the provision, production, sale or shipment of the Products or Services shall be the responsibility of Buyer. Buyer agrees to pay all such taxes and further agrees to reimburse Atlas for any such payments made by Atlas. Buyer hereby affirms that it is purchasing the Products referenced herein for resale, and/or that Buyer is not the end user of the Products, so as to be exempt from any otherwise applicable sales tax.
15. **FAILURE OF PAYMENT.** If Buyer fails to make payment in full or in part when due or refuses to pay any applicable price increases or surcharges, Atlas shall have the right to: (i) immediately suspend performance and cancel the unfinished portion of any outstanding orders, (ii) declare all unpaid amounts for the Products or Service Items delivered immediately due and payable, and (iii) withhold further deliveries. If Atlas elects to proceed with an order after the suspension of performance, Atlas shall have an extension of time for performance as is necessitated by the suspension. Atlas shall have the right to enforce payment of the full purchase price, including any price increase or surcharge, for Products or Service Items already delivered or in process. Buyer shall reimburse Atlas for all costs of collection, including reasonable attorney's fees, incurred as a result of Buyer's failure to make payments when due.
16. **BUYER'S FINANCIAL CONDITION.** First time customers may be required, in Atlas's sole discretion, to supply a current financial statement, three trade references, and/or completed credit questionnaire. Atlas shall have the right, by written notice, to suspend performance, terminate this Agreement, cancel any order, modify any payment terms, or require full or partial payment or adequate assurance of performance from Buyer, without liability to Atlas, in the event of a material adverse change in the Buyer's financial condition or if reasonable grounds for insecurity arise with respect to Buyer's performance of this Agreement, evidence of which might include, among other things, (i) a default under any of Buyer's financing agreements, (ii) Buyer's inability to obtain financing, (iii) a reduction in Buyer's credit rating by a recognized rating agency, (iv)

Buyer's insolvency, (v) the filing of a bankruptcy by or against Buyer (whether voluntary or involuntary), (vi) the appointment of a receiver or trustee for Buyer, (vii) the execution by Buyer of an assignment for the benefit of creditors, (viii) the failure by Buyer to make a payment to Atlas when due, or (ix) any other event which raises reasonable doubts as to Buyer's creditworthiness. The modifications Atlas may make to payment terms include shortening the payment period, requiring advance payment, or requiring payment of cash on delivery. Atlas shall notify Buyer in writing of any modifications to payment terms, which may be made retroactive to include amounts then accrued but unpaid. Atlas reserves the right to cancel Buyer's credit at any time for any reason, without notice.

17. **SETOFF.** Atlas shall have the right to credit toward the payment of any monies that may become due Buyer hereunder any amounts which may now or hereafter be owed to Atlas. Buyer shall pay Atlas's invoices without discount, setoff or reduction for any reason, including asserted warranty claims or other claims of non-performance by Atlas.
18. **ACCORD AND SATISFACTION.** Checks or payments, whether full or partial, received from or for the account of Buyer, regardless of writings, legends or notations upon such checks or payments, or regardless of other writings, statements or documents, shall be applied by Atlas against the amount owing by Buyer with full reservation of all Atlas's rights and without an accord and satisfaction of Buyer's liability.
19. **LIMITED WARRANTY. EXCEPT AS EXPRESSLY SET FORTH IN ATLAS'S UNEXPIRED QUOTATION, ORDER ACKNOWLEDGEMENT OR SEPARATE WRITTEN AND SIGNED AGREEMENT, ATLAS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED. AT ATLAS'S DISCRETION, BUYER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO THE CONFORMANCE OF ANY PRODUCTS OR SERVICE ITEMS FURNISHED BY ATLAS UNDER THIS AGREEMENT SHALL BE LIMITED TO EITHER: (1) REPLACEMENT OF SUCH PRODUCTS OR SERVICE ITEMS AT THE POINT OF SHIPMENT FROM ATLAS'S FACILITY, OR (2) REPAYMENT OF OR CREDIT AGAINST THE PURCHASE PRICE OF SUCH PRODUCTS OR SERVICE ITEMS UPON AUTHORIZED RETURN THEREOF.** In the event Atlas has authorized Buyer to scrap all or any portion of the Products or Service Items, the scrap allowance is to be credited to Atlas. The employees and representatives of Atlas are not authorized to make any statement or representation as to the Products or Service Items inconsistent with this Agreement and no such statements made will be binding upon Atlas or be grounds for any claim.
20. **NON-CONFORMING GOODS.** No claim for damages for non-conforming Products or Service Items will be allowed unless Buyer provides Atlas with written notice of the claim within sixty (60) days of the date the Products or Service Items were delivered to Buyer. To assert such a claim, Buyer must (a) at Atlas's request, return to Atlas 100% or, if agreed by Atlas, a lesser but still statistically relevant percentage of the Products or Service Items claimed to be non-conforming, and (b) provide reasonable evidence to support the claim, including, if requested by Atlas, results of diagnostic tests, evaluations and investigations performed by Buyer or Buyer's customer. Products or Service Items for which damages are claimed shall not be returned, repaired, or discarded without Atlas's prior written consent. If requested by Atlas, the non-

conforming Products or Service Items must be returned to Atlas at Buyer's expense within ten (10) days of Atlas's request. No claims, rejections or returns for non-conforming Products or Service Items will be permitted unless Buyer cooperates in full with Atlas's technical personnel to determine the cause of the non-conformance.

21. **SHORTAGE OF GOODS OR DAMAGED GOODS.** Claims by Buyer with respect to shortage of Products or Service Items invoiced or for damaged Products or Service Items must be made to Atlas in writing no later than sixty (60) days from the date the Products or Service Items were delivered to Buyer. All claims must be made only for substantial cause, must be in writing, and must specify the reason(s) for the claim. THE FAILURE TO NOTIFY ATLAS OF ANY CLAIM WITHIN THE TIME PERIOD SPECIFIED BY THIS SECTION SHALL CONSTITUTE A WAIVER OF AND BAR SUCH CLAIM. ATLAS SHALL INCUR NO LIABILITY FOR SHORTAGE OR DAMAGE ALLEGED TO HAVE OCCURRED OR EXISTED AT OR PRIOR TO DELIVERY TO THE CARRIER UNLESS BUYER SHALL HAVE ENTERED FULL DETAILS THEREOF ON CARRIER'S DELIVERY RECEIPT WHICH MUST BE SIGNED BY THE CARRIER'S AGENT. ATLAS MUST BE GIVEN AN OPPORTUNITY TO INVESTIGATE THE CLAIM BEFORE BUYER DISPOSES OF THE PRODUCTS OR SERVICE ITEMS. ANY DAMAGED PRODUCTS OR SERVICE ITEMS SHALL NOT BE RETURNED, REPAIRED OR DISCARDED WITHOUT ATLAS'S WRITTEN PERMISSION.
22. **TECHNICAL ADVICE.** Atlas assumes no obligation or liability for any technical advice furnished to Buyer, including without limitation technical advice with respect to the use of the Products or Service Items, all such technical advice being given and accepted at Buyer's risk. Atlas will not be liable for any damages of any kind arising out of or relating to the use of or the inability to use the information provided, including but not limited to any special, indirect, incidental or consequential damages including, without limitation, demurrage charges, cost of shipment, downtime, lost profits (whether direct or indirect), or lost sales, whether foreseeable or not, and even if Atlas has been advised of the possibility of damages.
23. **INTELLECTUAL PROPERTY.** Nothing in this Agreement is to be construed as a grant or assignment of any license or other right to Buyer of any of Atlas's or its affiliates' intellectual property rights, whether patent, trademark, trade secret, copyright or otherwise. All improvements and developments related to the Products or the efforts of Atlas and Buyer will be owned exclusively by Atlas, and Buyer shall reasonably cooperate with Atlas in confirming that result.
24. **CONFIDENTIALITY.** Any pricing or other sensitive commercial information provided by Atlas to Buyer is proprietary to Atlas and shall be held in confidence by Buyer, shall only be used by Buyer in connection with this sale, and shall not be used for any other purposes or disclosed to third parties without Atlas's prior written consent. Buyer shall be liable for any loss to Atlas or commercial gain by others from unauthorized use of confidential information occasioned by Buyer's failure to comply with this provision.
25. **AUDIT.** Unless otherwise agreed to in writing by an authorized representative of Atlas, Buyer shall have no right to audit any books or records of Atlas and Buyer shall have no right to enter into any facility owned or controlled by Atlas.

26. **LIMITATION OF LIABILITY.** ATLAS'S LIABILITY, WHETHER IN CONTRACT, IN TORT, UNDER WARRANTY, IN NEGLIGENCE, OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCTS OR SERVICES, AND UNDER NO CIRCUMSTANCES SHALL ATLAS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, DEMURRAGE CHARGES, COSTS OF SHIPMENT, DOWNTIME, LOST PROFITS (WHETHER DIRECT OR INDIRECT), LOST SALES, DAMAGE TO EQUIPMENT, OR CLAIMS OF BUYER'S CUSTOMERS OR OTHER THIRD PARTIES FOR DAMAGES OR PENALTIES, WHETHER OR NOT BUYER IS LEGALLY OBLIGATED TO PAY THEM. ATLAS'S LIABILITY HEREUNDER SHALL BE LIMITED TO EITHER: (1) THE OBLIGATION TO REPAIR OR REPLACE, AT ATLAS'S SOLE DISCRETION, ONLY THOSE PORTIONS OF THE PRODUCTS OR SERVICE ITEMS PROVEN TO HAVE FAILED TO MEET IN MATERIAL RESPECT THE SPECIFICATIONS ON THE ATLAS'S QUOTATION, ORDER ACKNOWLEDGEMENT, OR SEPARATE WRITTEN AND SIGNED AGREEMENT AT THE TIME OF SHIPMENT FROM ATLAS'S FACILITY, OR (2) REPAYMENT OF OR CREDIT AGAINST THE PURCHASE PRICE OF THE PRODUCTS OR SERVICES. ATLAS AND BUYER EXPRESSLY AGREE TO THIS ALLOCATION OF RISK AND THE PRICE STATED FOR THE PRODUCTS OR SERVICES IS CONSIDERATION FOR THE LIMITATION ON ATLAS'S LIABILITY. THIS DISCLAIMER AND EXCLUSION WILL APPLY EVEN IF THE EXCLUSIVE REMEDY DESCRIBED IN THIS SECTION FAILS ITS ESSENTIAL PURPOSE.
27. **INDEMNIFICATION BY ATLAS.** Atlas agrees to indemnify, defend and hold harmless Buyer, its directors, officers, employees, agents, successors and assigns from and against any and all damages, losses, expenses, costs (including without limitation reasonable attorney's and accountant's fees), claims, suits, actions, judgments or other liability asserted against or incurred by Atlas arising out of (a) a third party's allegation the Products or Service Items constitute a breach of such party's U.S. patent or trademark. In the event the Products, Service Items, or any parts thereof, are held to constitute infringement and the use of such Products, Service Items, or any parts thereof are enjoined, Atlas shall, at its own expense and at its option, either (a) procure for Buyer the right to continue using the Product, Service Item, or any parts thereof, (b) replace the same with non-infringing comparable products, modify the Products, Service Items, or parts thereof, as applicable so they become non-infringing or (c) remove the Products, Service Items, or parts thereof, and refund to Buyer the purchase price.
28. **INDEMNIFICATION BY BUYER.** Notwithstanding the provisions of the preceding paragraph, Buyer shall indemnify Atlas, and hold it harmless, against any and all damages, expenses, losses or liabilities resulting from infringement of patents or trademarks arising out of a) Atlas's compliance with Buyer's required designs, specifications or instructions, or b) arising out of Atlas's use of any equipment, materials, parts or machinery furnished by Buyer, or c) Buyer's use of the Products or Service Items. The sale of Products, Service Items, or parts thereof by Atlas does not convey any license, expressly or by implication estoppels or otherwise, under any patent claim covering combinations of the Product, Service Item, or parts thereof with other devices or elements.
29. **INDEMNIFICATION PROCEDURE.** The Party seeking indemnification (the "Indemnitee") under this Paragraphs 27 or 28 shall promptly notify the other Party (the "Indemnitor") in writing

of any claim, complaint, suit, proceeding or cause of action with respect to which the Indemnitee intends to claim such indemnification (for purposes of this Section 29, each a "Claim"), and the Indemnitor shall have sole control of the defense and/or settlement thereof; provided that the Indemnitee shall have the right to participate, at its own expense, with counsel of its own choosing in the defense and/or settlement of such Claim. The indemnification obligations of the Parties shall not apply to amounts paid in settlement of any Claim if such settlement is effected without the consent of the Indemnitor. The failure to deliver written notice to the Indemnitor within a reasonable time after the commencement of any such Claim, if prejudicial to its ability to defend such action, shall relieve such Indemnitor of liability to the Indemnitee. The Indemnitee, and its employees, at the Indemnitor's request and expense, shall provide full information and reasonable assistance to Indemnitor and its legal representatives with respect to such Claims covered by this indemnification.

30. **FORCE MAJEURE.** Atlas shall not be responsible for cancellation or delay in delivery or performance resulting, in whole or in part, from causes beyond its reasonable control, including, but not limited to: acts of God; acts of Buyer; strikes or other labor disturbances regardless of whether or not Atlas is capable of settling such strike or disturbance; mill or facility conditions; temporary or permanent mill or facility closures; equipment failure; inability to obtain fuel, material, or parts; war; acts of terrorism; sabotage; riot; delays in transportation; repairs to equipment; natural disasters; epidemics; pandemics; floods; fires; action of governmental authorities (valid or invalid); severe weather conditions; accidents; explosions; failure of or inability to obtain power, raw materials, suppliers, labor, equipment or transportation; a court or administrative injunction or order; or any other contingency the non-occurrence of which was a basic assumption on which this Agreement was made.
31. **GOVERNING LAW; FORUM SELECTION.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts, without regard to conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Buyer, acting for itself and its successors and assigns, hereby expressly and irrevocably consents to the exclusive jurisdiction of the state and federal courts having authority over the territory of Boston, Massachusetts, for any litigation which may arise out of or be related to this Agreement or the purchase or use of the Products or Services. Any action brought in any such court may not be transferred or removed to any other court. Buyer waives any objection based upon forum non-conveniens or any objection to venue of any such action.
32. **STATUTE OF LIMITATIONS. BUYER AND ATLAS AGREE THAT, UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY ACTION, REGARDLESS OF FORM, ARISING OUT OF THIS AGREEMENT OR THE SALE OF THE PRODUCTS OR SERVICES MUST BE BROUGHT WITHIN ONE YEAR AFTER THE DATE ON WHICH THE PRODUCTS OR SERVICE ITEMS IN QUESTION WERE DELIVERED TO BUYER OR THE DATE ON WHICH THE EVENT GIVING RISE TO THE ACTION OCCURRED, WHICHEVER IS EARLIER.**
33. **DISPUTE RESOLUTION.** Buyer and Atlas will attempt in good faith to resolve promptly any dispute arising out of or relating to this Agreement or the breach thereof. If a dispute should arise, BUYER AND ATLAS AGREE TO SUBMIT THE DISPUTE TO MEDIATION. BUYER

AND ATLAS FURTHER AGREE THAT THEIR PARTICIPATION IN MEDIATION IS A CONDITION PRECEDENT TO ANY PARTY PURSUING ANY OTHER AVAILABLE REMEDY IN RELATION TO THE DISPUTE. Mediation involves no formal court procedures or rules of evidence, and the mediator does not have the power to render a binding decision or force an agreement on the parties. Buyer and Atlas agree that the entire mediation procedure will be confidential. Buyer or Atlas must give written notice of their desire to commence mediation, and a mediation session must take place within forty-five (45) days after the date such notice is given. The mediation shall be attended by representatives of each party with authority to resolve the dispute, and counsel for the parties shall not attend the mediation unless otherwise agreed to by the parties. Buyer and Atlas will jointly appoint a mutually acceptable and neutral mediator. If Buyer and Atlas are unable to agree upon the appointment of a mediator within seven (7) days after notice of desire to mediate is given, Buyer or Atlas may apply to the American Arbitration Association for appointment of a mediator. The mediation shall be held in Cleveland, Ohio. Buyer and Atlas agree that the expenses of mediation shall be borne equally by both parties.

34. **NONWAIVER.** The failure of Atlas to enforce any of the provisions of this Agreement shall not be construed as a waiver of Atlas's right to enforce each and every provision hereof. Atlas reserves the right to enforce these terms and conditions at any time and none shall be deemed waived unless such waiver is in writing signed by an authorized representative of Atlas. Atlas's rights and remedies set forth in this Agreement are in addition to all legal and equitable rights and remedies available to Atlas.
35. **ASSIGNMENT OR DELEGATION.** Buyer shall not assign or delegate any or all of its rights or obligations under this Agreement without the prior written consent of Atlas, and any attempt to do so will be ineffective.
36. **NO THIRD PARTY RIGHTS.** This Agreement is for the sole and exclusive benefit of the parties hereto and their permitted successors and assigns. Nothing expressed or referred to in this Agreement will be construed to give any other person any legal or equitable right, remedy or claim under or with respect this Agreement.
37. **INDEPENDENT PARTIES.** Atlas and Buyer are independent parties and nothing in this Agreement shall make either party an agent, partner, joint venturer, or legal representative of the other.
38. **HEADINGS.** The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.
39. **SEVERABILITY.** If any provision or part of a provision of this Agreement is declared invalid, illegal, or unenforceable under applicable law, the affected provision will be considered omitted or modified to conform to applicable law. The validity, legality, and enforceability of all other remaining provisions or parts of provisions will remain in full force and effect.
40. **INTERNATIONAL TRADE.** Atlas makes no representation with respect to the country of origin, qualification for duty preference or similar program, specific Harmonized Tariff Schedule Number, export jurisdiction, U.S. Munitions List category, Export Control Classification Number, or export authority of any good. Atlas retains all of its duty drawback rights, and any attempt by Buyer to transfer any such rights will be void. Buyer shall not, itself or by any freight forwarder, customs broker or other agent or third party under Buyer's direction or control,

designate Atlas as the U.S. Principal Party in Interest (as defined in the U.S. Foreign Trade Regulations, 15 CFR Part 30) or file the Electronic Export Information with U.S. Bureau of Census ("EEI"), unless otherwise agreed in writing by an authorized representative of Atlas. If Buyer files an EEI without the prior written consent required by the preceding sentence, then: (i) the EEI will be considered to have been made without Atlas's authority or permission, and any false statements to the government will be considered to have been made by Buyer or its agent, as applicable, (ii) any affected transaction will be considered to be a routed export transaction, such that Buyer or its agent will be considered the U.S. Principal Party in Interest and exporter of record (as defined by the Foreign Trade Regulations and the Export Administration Regulations) for those transactions, (iii) Buyer shall assume all of the responsibilities of the exporter of record for any such transactions; and (iv) Atlas will have no responsibility as the exporter of record. Buyer represents that it is not, and to the best of Buyer's knowledge, its customers, its customers' end-users and its agents are not, subject to any U.S. or other government sanction or restriction that would prohibit the sale or export by Atlas of the Products or Services. Upon Atlas's request, Buyer shall provide all end-user and end-use information of which it is aware or which it could obtain with commercially reasonable efforts. Buyer shall comply strictly with all applicable U.S. export laws and regulations, and Buyer shall assist Atlas in complying and documenting compliance with any applicable U.S. export laws, regulations and executive orders. Regardless of any statements on Buyer's purchase order or other documents to the contrary, Atlas shall not be the importer of record (as that term is defined by U.S. law at 19 USC 1484, or equivalent provision of non-U.S. law) with respect to a transaction governed by this Agreement, unless otherwise agreed in writing by an authorized representative of Atlas.