

ORBIS TERMS AND CONDITIONS OF SALE

1. **Acceptance.** These ORBIS Terms and Conditions of Sale (these “*Terms*”) are the only terms that govern the sale of goods (“*Goods*”) and services (“*Services*,” and together with Goods, “*Products*”) by ORBIS Corporation, including its subsidiaries (collectively, “*ORBIS*”), to the purchaser (“*Purchaser*”) named on the applicable quotation, proposal, order acknowledgement or confirmation, invoice, or other document referencing these Terms (each, a “*Transaction Document*,” and a Transaction Document together with these Terms, each this “*Agreement*”). Notwithstanding anything herein to the contrary, if a written contract signed by both parties covering the sale of the Products covered hereby is in existence, the terms and conditions of said contract will prevail to the extent they are inconsistent with these Terms. ORBIS may modify or withdraw a Transaction Document at any time prior to Purchaser’s receipt of ORBIS’ acceptance of the order issued by Purchaser pursuant to such Transaction Document. Unless otherwise stated on the applicable Transaction Document, ORBIS may, at any time and in its sole discretion, revise the pricing terms, payment terms, specifications, and delivery dates included in any Transaction Document referencing these Terms. No order issued by Purchaser will be binding upon ORBIS unless accepted in writing by ORBIS, and then will be solely governed by these Terms. Clerical errors in ORBIS’ proposals, quotations, acknowledgements, confirmations, shipping documents, and invoices are subject to correction, and such errors do not relieve Purchaser of Purchaser’s obligations contained in this Agreement.

2. **No Conflicting or Additional Terms.** This Agreement constitutes the entire agreement between ORBIS and Purchaser with respect to the subject matter hereof, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. All terms, conditions, and specifications are set forth in these Terms or on the face or back of the applicable Transaction Document or on any attachments thereto. There are no warranties, agreements, or understandings, either express or implied, affecting it, except as set forth in these Terms or on the face or back of the applicable Transaction Document or on an attachment thereto. The terms of this Agreement expressly exclude and prevail over any of Purchaser’s general terms and conditions contained in any documentation issued by Purchaser, including, without limitation, any terms referenced or included in any order issued by Purchaser. ORBIS expressly rejects any and all additional or contradictory terms specified in any order, email, acknowledgment, confirmation, or other document supplied by Purchaser pertaining to the Products or this Agreement. No online or electronic terms or conditions will be binding upon ORBIS even though such terms may have been “accepted” by ORBIS in order to access or use any system.

3. **Pricing.** Unless specifically held open for a length of time on the applicable Transaction Document, all prices are subject to change without notice and all Products will be invoiced to and paid by Purchaser at ORBIS’ prices in effect at the time of delivery or performance. All prices are exclusive of freight and transportation charges. Purchaser shall be responsible for any and all manufacturer’s tax, retailer’s occupation tax, use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or any other tax, duty, custom, fee, or charge of any nature whatsoever imposed by any governmental authority on or measured by any transaction between Purchaser and ORBIS (other than taxes on or measured by ORBIS’ net income). If ORBIS is required to pay any such tax, duty, custom, fee, or charge, Purchaser shall promptly reimburse ORBIS for the same. Purchaser shall reimburse ORBIS for all reasonable travel and out-of-pocket expenses incurred by ORBIS in connection with the performance of any Services.

4. **Payment.** Purchaser shall pay ORBIS for the Products in accordance with the terms printed on the applicable Transaction Document, without offset or deduction. If payment terms are not set forth on an applicable Transaction Document, payment is due in full within thirty (30) days of invoice, without

discount. Overdue payments will bear interest at a rate of one and one-half percent (1.5%) per month, or the highest rate permitted by applicable law, from the date due until paid. Notwithstanding the foregoing, in the event that Purchaser fails to make any timely payment required under this Agreement, ORBIS may, in ORBIS' sole and absolute discretion and without limiting any other rights or remedies available to ORBIS: (a) suspend or defer the Services and further shipments of the Goods to Purchaser (including Products under open orders) until such failure is remedied; and/or (b) change the payment terms to cash on delivery or cash in advance. Purchaser shall pay all collection fees, including attorneys' fees, incurred by ORBIS in connection with attempting to collect on any and all outstanding amounts due and owed to ORBIS.

5. **Shipment; Cancellation.**

(a) **Shipment.** The Goods will be shipped via common carrier, unless Purchaser directs a different mode of transportation. ORBIS shall not be liable for any delays, loss, or damage to the Goods while such Goods are in transit. Risk of loss or damage to the Goods will pass to Purchaser upon delivery by ORBIS to the common carrier. Title to the Goods will pass to Purchaser only upon payment in full for the Goods. Purchaser shall be liable for any costs associated with packaging shipments to meet any applicable laws and regulations, and ORBIS shall charge such costs to Purchaser at the time of invoice. ORBIS shall not be liable for any costs, delays, or damages caused by any failure by Purchaser to notify ORBIS of any packaging or shipping requirements. Stated delivery dates are approximate only, and ORBIS reserves the right to readjust shipment schedules without liability. ORBIS reserves the right, without any liability or penalty, to make delivery in installments; each shipment will constitute a separate sale, and Purchaser shall pay for the units shipped whether such shipment is in whole or partial fulfillment of this Agreement. Acceptance by Purchaser of the Goods waives any claim for loss or damage resulting from a delay, regardless of the cause of the delay. If a Goods shipment is delayed or suspended by Purchaser, Purchaser shall pay the invoice price for the Products as per the normal payment terms based on the original delivery date, together with ORBIS' handling, storage, demurrage, and similar charges in effect, if any. If for any reason Purchaser fails to accept delivery of any Goods on the date tendered for delivery by ORBIS, or if ORBIS is unable to deliver the Goods at the applicable delivery point on such date because Purchaser has not provided appropriate instructions, documents, licenses, or authorizations: (i) risk of loss to the Goods will immediately pass to Purchaser; (ii) the Goods will be deemed to have been delivered; and (iii) ORBIS, at its option, may store the Goods until Purchaser picks them up, whereupon Purchaser shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

(b) **Cancellation.** Purchaser may not cancel an order once such order has been accepted by ORBIS. ORBIS may from time to time consider, but accept or reject in ORBIS' sole discretion, an order cancellation request from Purchaser, but no such request will be allowed with respect to any Goods delivered or in transit to Purchaser. ORBIS may cancel or modify any order or Transaction Document at any time in its sole discretion without liability.

6. **Quantity.** If ORBIS delivers to Purchaser a quantity of Goods of up to twenty percent (20%) more or less than the quantity set forth in the applicable Transaction Document, Purchaser shall not be entitled to object to or reject the Goods or any portion of them by reason of the surplus or shortfall and shall pay for such Goods the price set forth in this Agreement, adjusted pro rata. Upon the termination or other conclusion of this Agreement, the parties' relationship, or substantial reduction in Purchaser's intended purchases of a particular Good, Purchaser shall purchase from ORBIS any inventory of such Goods that was produced, and any inventory of raw materials that was obtained, in reliance upon any forecasts or historic purchasing trends of Purchaser (including pursuant to any minimum order quantities

of ORBIS' suppliers). ORBIS makes no guarantee of its ability to produce any specific volumes of Goods, whether or not identified in forecasts, and ORBIS makes no commitment to supply any specified volumes of Goods except such volumes as are explicitly ordered by Purchaser pursuant to a purchase order accepted by ORBIS as described herein.

7. **Samples.** ORBIS makes no representations or warranties whatsoever with respect to any sample Goods provided to Purchaser, whether paid for or provided without charge, and all sample Goods are provided on an AS-IS, WHERE-IS basis. Without limiting the foregoing, ORBIS makes no warranty that the sample Goods comply with any specifications or Purchaser requirements, or that the any future Goods sold to Purchaser will be the same as or similar to the sample Goods.

8. **Return of Goods.** Prior to any return of Goods to ORBIS, Purchaser must contact ORBIS and obtain written authorization from ORBIS to return such Goods ("***Return Authorization***"). ORBIS shall not accept any returned Goods without a Return Authorization. ORBIS shall grant Return Authorizations in its sole and absolute discretion. Purchaser shall return all Goods using the packaging and shipping guidelines as prescribed by ORBIS, freight prepaid by Purchaser. Other than Goods which fail to comply with the limited warranties set forth herein, which will be governed by Section 14, all Goods returned to ORBIS must be in their original, saleable condition in which they were delivered to Purchaser. ORBIS, in its sole discretion, shall determine whether the Goods returned are in their original, saleable condition. In the event that ORBIS determines that any returned Product is not in saleable condition, ORBIS shall notify Purchaser, and Purchaser shall be responsible for the replacement costs incurred by ORBIS, and ORBIS shall invoice Purchaser the cost of any such replacement. ORBIS shall credit Purchaser for the cost of Goods actually returned in accordance with this Section at the amount Purchaser was originally invoiced for such Products, less a restocking fee equal to the greater of twenty percent (20%) of the sales value of the returned Goods and Twenty-Five US Dollars (\$25 USD) per returned Good. Purchaser shall be responsible for the cost of all duties and insurance related to the return of the Goods. Goods made to special color and/or specifications of Purchaser are not eligible for return.

9. **Performance of Services.** ORBIS shall use reasonable efforts to meet any performance dates to render the Services specified in this Agreement, and any such dates will be estimates only. With respect to the Services, Purchaser shall: (a) cooperate with ORBIS in all matters relating to the Services, and provide such access to Purchaser's premises and such office accommodation and other facilities as may reasonably be requested by ORBIS for the purposes of performing the Services; (b) respond promptly to any ORBIS request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for ORBIS to perform the Services in accordance with the requirements of this Agreement; (c) provide such materials or information as ORBIS may reasonably request to carry out the Services in a timely manner, and ensure that such materials or information are complete and accurate in all respects; and (d) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.

10. **Purchaser's Acts or Omissions.** If ORBIS' performance of its obligations under this Agreement is prevented or delayed by any act or omission of Purchaser or its agents, subcontractors, consultants, or employees, ORBIS shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Purchaser, in each case, to the extent arising directly or indirectly from such prevention or delay.

11. **Tooling.**

(a) **Production and Ownership.** Unless otherwise expressly and specifically provided on the face of the applicable Transaction Document, ORBIS shall produce and pay for the molds, printing plates, dies, jigs, and/or tooling (“**ORBIS Tooling**”) necessary to produce the Products, and ORBIS shall own such ORBIS Tooling. If expressly and specifically provided on the face of the applicable Transaction Document, ORBIS shall produce, and Purchaser shall pay for, the molds, printing plates, dies, jigs, and/or tooling described on such Transaction Document (“**Purchaser Tooling,**” and together with the ORBIS Tooling, the “**Tooling**”). Provided Purchaser has paid for the Purchaser Tooling in full and paid in full all other amounts due and payable by Purchaser to ORBIS pursuant to this Agreement: (i) Purchaser shall own the Purchaser Tooling; and (ii) ORBIS shall deliver the Purchaser Tooling upon Purchaser’s request to Purchaser, FOB ORBIS’ plant (provided that if Purchaser does not request in writing delivery of the Purchaser Tooling and accept such delivery within 180 days following the date the Purchaser Tooling was last used by ORBIS in connection with an order placed by Purchaser, then ORBIS shall own the Purchaser Tooling, and all of Purchaser’s rights in and to the Purchaser Tooling will cease and be of no further effect). Notwithstanding anything herein to the contrary, Purchaser understands that all rights in and to all technical information, trade secrets, drawings, designs, know-how, documentation, and other information developed by, owned by, or licensed to ORBIS and its affiliates which relate to the Tooling and the products produced thereby, including, without limitation, any patents, trademarks, specifications, and all other intellectual property rights (collectively, “**ORBIS IP**”) is and will remain the sole property of ORBIS and/or its affiliates, and Purchaser shall not use such ORBIS IP, in any way, without the express written permission of ORBIS. Purchaser hereby disclaims, and agrees not to assert, any right to or interest in any present or future intellectual property rights, whether or not patentable, associated with the Tooling or the products produced by such Tooling. While the Purchaser Tooling is in ORBIS’ possession, ORBIS may use such Purchaser Tooling for any purpose, including, without limitation, to produce products for any third-party customer of ORBIS.

(b) **Maintenance.** While the Purchaser Tooling is in ORBIS’ possession, but not otherwise, ORBIS shall be responsible, at Purchaser’s expense, for keeping the Purchaser Tooling in reasonable working condition, reasonable wear and tear, theft, and damage by casualty excepted. Purchaser shall pay for or, at ORBIS’ option, reimburse ORBIS for the cost of replacing any worn-out Purchaser Tooling or parts thereof. While the Purchaser Tooling is in ORBIS’ possession, Purchaser shall insure the Purchaser Tooling at its full replacement cost and shall cause ORBIS to be named as an additional insured on such insurance policy, and ORBIS shall not have any liability for theft of the Purchaser Tooling or damage to the Purchaser Tooling by casualty. In the event of theft of or loss or damage to the Purchaser Tooling by casualty while such Purchaser Tooling is in ORBIS’ possession, all insurance proceeds will be paid over to ORBIS for the repair or replacement of the Purchaser Tooling, and Purchaser shall pay to ORBIS any additional amounts reasonably necessary for such repair or replacement.

(c) **No Warranty.** ORBIS MAKES NO WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE TOOLING OR THE PRODUCTS PRODUCED THEREBY, EXCEPT AS EXPRESSLY SET FORTH IN SECTION 14 OF THESE TERMS, AND ORBIS DISCLAIMS ALL SUCH WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

12. **Intellectual Property.** All intellectual property rights in and to the Products and any other materials that are delivered to Purchaser in connection with this Agreement or prepared by or on behalf of ORBIS in connection with this Agreement will be and remain the exclusive property of ORBIS. Purchaser shall assist ORBIS, to the extent reasonably requested by ORBIS, in the procurement of any

protection or defense of ORBIS' intellectual property that relates to the Products. Except as otherwise expressly and specifically provided on the face of a Transaction Document hand-signed by an officer of ORBIS, no license, transfer, or assignment of proprietary rights will occur as a result of this Agreement. Purchaser warrants that any trademarks Purchaser requests ORBIS to affix to any Product is owned or authorized for such use by Purchaser.

13. **Confidentiality**. If Purchaser and ORBIS are parties to a confidentiality and/or non-disclosure agreement, the terms of such agreement are incorporated herein by this reference and will control the disclosure of any confidential or proprietary information between the parties. If Purchaser and ORBIS are not parties to such an agreement, then, without ORBIS' prior written consent, Purchaser shall not at any time disclose or allow to be accessed any confidential, non-public, or proprietary information acquired by Purchaser through or in connection with this Agreement, and may only use such information for the purpose of performing under this Agreement. Such information includes, without limitation, ORBIS' specifications, samples, patterns, designs, plans, drawings, documents, data, business operations information, customer lists, pricing, discounts or rebates, supply volumes, information about ORBIS' relations with its employees or its manner of operation, inventions, processes, and trade secrets, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential." Purchaser may not take with it upon termination of this Agreement any drawings, blueprints, specifications, documents, or other papers, or any tools or materials, whether or not containing confidential information, except with the prior written consent of ORBIS. Upon ORBIS' request, Purchaser shall promptly return all documents and other materials received from ORBIS or incorporating or based upon, in whole or in part, such materials. ORBIS shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Purchaser at the time of disclosure; or (c) rightfully obtained by Purchaser on a non-confidential basis from a third party.

14. **Limited Warranty; Exclusive Remedy; Third-Party Products; Disclaimer**.

(a) **Limited Warranty**. ORBIS warrants to Purchaser that it shall perform the Services in accordance with generally recognized industry standards, and that, for a period of twelve (12) months from the date of shipment, each Good will be free from defects in material and workmanship and will be manufactured in accordance with the industry standards generally applicable to such Goods (the foregoing limited warranties are hereinafter collectively referred to as the "***Warranty***"). The Warranty runs only to Purchaser and not to purchasers of the Products from Purchaser.

(b) **Exclusive Remedy**. If a Product does not comply with the Warranty and a claim is made by Purchaser within the applicable Warranty period, ORBIS shall, at the option of ORBIS, either repair, replace, or re-perform any and all defective Products free of charge, or grant to Purchaser a credit in an amount equal to the purchase price of the applicable Products. The remedy of repair, replacement, re-performance, or credit is the sole and exclusive remedy for breach of the Warranty. At ORBIS' request, Purchaser shall return to ORBIS any Goods for which a Warranty claim has been made, FOB ORBIS' facility with freight prepaid. ORBIS shall credit Purchaser's account for such freight cost upon verification by ORBIS that the Goods are defective. The Warranty will not apply to defective Products that have been subject to misuse, abuse, alteration, modification, or improper repair. **THE REMEDIES SET FORTH IN THIS SECTION 14(b) WILL BE PURCHASER'S SOLE AND EXCLUSIVE REMEDY AND ORBIS' ENTIRE LIABILITY FOR ANY BREACH OF THE WARRANTY.**

(c) **Third-Party Products.** To the extent any products manufactured by a third party (“*Third-Party Products*”) may be contained in, incorporated in, attached to, or packaged together with any Products, such Third-Party Products are not covered by the Warranty and are provided “as is.” ORBIS MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCTS, INCLUDING ANY: (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (iii) WARRANTY OF TITLE; OR (iv) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

(d) **Disclaimer.** THE WARRANTY IS THE ENTIRE AND EXCLUSIVE WARRANTY REGARDING THE PRODUCTS AND IS IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY. ORBIS shall not be liable for a breach of the Warranty unless: (i) Purchaser gives ORBIS written notice of the defective Products, reasonably described, within five (5) days of the time when Purchaser discovers or ought to have discovered the defect; (ii) ORBIS is given a reasonable opportunity after receiving the notice of breach of the Warranty to examine such Products and Purchaser (if requested to do so by ORBIS) returns any such Goods to ORBIS’ place of business at ORBIS’ cost for the examination to take place there; and (iii) ORBIS reasonably verifies Purchaser’s claim that the Products are defective.

15. **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR IN ANY OTHER AGREEMENT OR DOCUMENT, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF THE REMEDIES SET FORTH HEREIN: (a) ORBIS SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS OR LABOR COSTS, ARISING FROM THE SALE, USE, OR PROVISION OF THE PRODUCTS, FROM THE PRODUCTS BEING INCORPORATED INTO OR BECOMING A COMPONENT OF ANOTHER PRODUCT, FROM ANY BREACH OF THIS AGREEMENT, OR FROM ANY OTHER CAUSE WHATSOEVER, REGARDLESS OF WHETHER THE CLAIM GIVING RISE TO SUCH DAMAGES IS BASED UPON BREACH OF WARRANTY (EXPRESSED OR IMPLIED), BREACH OF CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY, EVEN IF ORBIS HAS BEEN ADVISED OF THE POSSIBILITY THEREOF; AND (b) ORBIS’ TOTAL AGGREGATE LIABILITY TO PURCHASER FOR ANY AND ALL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF THE FEES PAID BY PURCHASER TO ORBIS PURSUANT TO THE APPLICABLE TRANSACTION DOCUMENT.

16. **Indemnification.** Purchaser shall indemnify, defend, and hold ORBIS, its affiliates, and its and their respective directors, officers, employees, agents, successors, and assigns harmless from and against any and all damages, liabilities, losses, obligations, judgments, costs, and expenses (including, without limitation, attorneys’ fees) arising out of or in connection with: (a) Purchaser’s breach of this Agreement; (b) Purchaser’s failure to comply with any law or regulation; (c) Purchaser’s negligent or more culpable acts or omissions; (d) Purchaser’s use of the Products in any manner not specifically authorized by ORBIS in writing; or (e) claims, suits, or proceedings brought against ORBIS alleging that the Products constitute a misappropriation or infringement of any patent, copyright, trademark, or trade secret, or any other proprietary rights of any third party and such claim, suit, or proceeding is based upon, or would have been avoided but for (i) ORBIS’ compliance with any designs, drawings, samples, specifications, or

instructions regarding the Products provided by Purchaser, (ii) the modification of the Products following shipment by ORBIS, or (iii) the combination, operation, or use of the Products with devices, products, parts, or software not supplied by the ORBIS.

17. **Insurance.** For so long as this Agreement is in effect between Purchaser and ORBIS and for twelve (12) months thereafter, Purchaser shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in a sum no less than \$1,000,000 with financially sound and reputable insurers. Upon ORBIS' request, Purchaser shall provide ORBIS with a certificate of insurance from Purchaser's insurer evidencing the insurance coverage specified in these Terms. Purchaser shall cause the certificate of insurance to name ORBIS as an additional insured. Purchaser shall provide ORBIS with ten (10) days' advance written notice in the event of a cancellation or material change in Purchaser's insurance policy. Except where prohibited by law, Purchaser shall require its insurer to waive all rights of subrogation against ORBIS and ORBIS' insurers.

18. **Compliance with Laws.** Purchaser shall comply with all applicable laws, regulations, and ordinances. Purchaser shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement.

19. **Export Compliance.** To the extent Purchaser is not the ultimate end-user of the Products and intends to resell or further distribute such Products, Purchaser shall comply with all applicable laws, including, without limitation, all US and other export control laws and regulations as well as the reporting obligations under the US Automated Export System (<https://www.cbp.gov/trade/aes>). Purchaser shall not use or otherwise export or re-export the Products except as authorized by US law and the laws of the jurisdiction in which the Products were obtained by Purchaser. Without limiting the foregoing, Purchaser shall not use, transfer, export, or re-export the Products to countries on which the US maintains an embargo (collectively, "***Embargoed Countries***"), or to or by a national or resident thereof, or any person or entity on the US Department of Treasury's List of Specially Designated Nationals or the US Department of Commerce's Table of Denial Orders (collectively, "***Designated Nationals***"), each of which may change from time to time. By purchasing the Products, Purchaser represents and warrants that Purchaser is not located in, under the control of, or a national or resident of, an Embargoed Country, and that Purchaser is not, and is not under the control of, a Designated National. In addition to any other indemnification obligations Purchaser may have to ORBIS, Purchaser shall indemnify, defend, and hold ORBIS harmless from and against any and all claims, actions, liabilities, penalties, fines, and expenses of whatever kind (including, without limitation, attorneys' fees) arising out of or relating to any breach of this Section or any resale, export, or distribution of the Products.

20. **Solicitation of Personnel.** For so long as this Agreement is in effect between Purchaser and ORBIS and for twelve (12) months thereafter, Purchaser shall not solicit for employment any employee or contractor of ORBIS with whom Purchaser had any contact or who assisted in the provision of any Goods or Services to Purchaser in connection herewith. Purchaser agrees that the duration, scope, and geographical area of the restrictions contained in this Section are reasonable. Upon a determination that any term or provision of this Section is invalid, illegal, or unenforceable, the court may modify this Section to substitute the maximum duration, scope, or geographical area legally permissible under such circumstances to the greatest extent possible to effect the restrictions originally contemplated by the parties hereto.

21. **Force Majeure.** Notwithstanding anything to the contrary contained herein, ORBIS shall not be liable or responsible, nor be deemed to have defaulted under or breached this Agreement, for any whole or partial failure or delay in fulfilling or performing any term of this Agreement, and ORBIS may implement price increases due to increased costs when and to the extent such failure, delay, or cost increase is caused by or results from, in whole or in part, acts, events, or circumstances beyond ORBIS' reasonable control, including, without limitation, the following force majeure events: (a) acts of God; (b) flood, fire, earthquake, epidemic, pandemic, quarantine, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances (whether or not such events are within the reasonable control of ORBIS); (h) shortage of adequate power or transportation facilities or raw materials (whether or not such events are within the reasonable control of ORBIS); (i) equipment malfunction or downtime; (j) unforeseen capacity constraints and/or demand increases; and (k) other events beyond the reasonable control of ORBIS. If any such event renders ORBIS' timely delivery or performance of any Product impracticable, at ORBIS' option (x) the date of delivery or performance will be extended for a period equal to the time lost by reason of the delay, or (y) ORBIS may terminate the applicable order immediately and without liability upon written notice thereof to Purchaser, and Purchaser shall promptly, upon ORBIS' request, pay ORBIS for any Products then completed (whether fully or partly completed).

22. **Independent Contractor.** Purchaser and ORBIS are independent contractors, and neither party has nor will have any power, nor represent that it has any power, to bind the other party or to create any obligation or responsibility, express or implied, on behalf of the other party, or in the other party's name.

23. **Termination.** In addition to any remedies that may be provided under these Terms, ORBIS may terminate this Agreement, in whole or in part, with immediate effect upon written notice to Purchaser, if Purchaser: (a) fails to pay any amount when due under this Agreement; (b) has not otherwise performed or complied with any of the terms of this Agreement, in whole or in part; or (c) becomes insolvent, files a petition for bankruptcy, or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors. In addition, ORBIS may terminate this Agreement, in whole or in part, at any time upon ten (10) days' written notice to Purchaser.

24. **Miscellaneous.** To the extent Purchaser accesses ORBIS' website, customer portal, or similar online resources, Purchaser agrees to ORBIS' Terms of Use found therein. This Agreement will be binding upon, enforceable by, and inure to the benefit of the parties and their respective successors and permitted assigns. Purchaser shall not assign this Agreement nor any rights under this Agreement or delegate any obligations under this Agreement to any third party without ORBIS' express prior written consent. This Agreement will be governed by the laws of the State of Wisconsin, US, without regard to its conflicts of law principles. The UN Convention on the International Sale of Goods of 1980 does not apply to this Agreement. In the event of a dispute involving this Agreement, any legal proceeding must be heard and determined exclusively in a Wisconsin state court or a federal court sitting in Waukesha County, Wisconsin. Purchaser hereby irrevocably: (a) submits to the exclusive jurisdiction of such courts; (b) waives any objection to venue, including on the ground of forum non conveniens, to bringing a legal action in such courts; and (c) agrees not to bring any legal action relating to this Agreement except within the State of Wisconsin. No waiver of a breach of this Agreement will constitute a waiver of any other breach in any other situation, including any similar situation. No waiver will be effective against ORBIS unless in a writing hand-signed by an officer of ORBIS. No remedy made available to ORBIS by any of the provisions of this Agreement is intended to be exclusive of any other remedy, and each and every remedy will be cumulative and in addition to every other remedy. This Agreement may not be modified

or extended except by a written agreement signed by an authorized representative of ORBIS with specific reference hereto. If any provision of this Agreement is held invalid, prohibited, or unenforceable in any applicable jurisdiction, then, as to such jurisdiction only, that provision will be ineffective, but only to the extent legally required. That treatment will not affect (i) the validity or enforceability of the remaining provisions of this Agreement, or (ii) any provision of this Agreement in any other jurisdiction. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement. Any notice relating to this Agreement must be in writing and will be considered given within three (3) days after it is deposited, postage prepaid, with a registered mail service and addressed to the other party at the address given in this Agreement; or if delivered by hand, when so delivered. ORBIS may deliver notices to Purchaser by email to any email address used by an employee of Purchaser in communicating with ORBIS, and such notice will be deemed given when sent to such email address.