

CAROLINA GSE INC. d/b/a PILOT JOHN INTERNATIONAL
 +1 252.565.0288 | sales@pilotjohn.com | pilotjohn.com

DATE	QUOTE NO.
8/5/2024	8280016

BILLING & MAILING:
 1905 Turnbury Drive
 Greenville, NC 27858

SHIPPING & REPAIRS:
 430 Executive Pkwy
 New Bern, NC 28562

BILL TO
 Desiree Collins
 City of Lees Summit

SHIP TO
 Desiree Collins
 City of Lees Summit
 2525 NE Douglas St
 Lees Summit, MO 64064

TERMS	QUOTE EXPIRES	YOUR REF #	SALES REP
Net 30	12/4/2024	#2025-006	Taylor Goodell

DESCRIPTION	QUANTITY	RATE	AMOUNT
<ul style="list-style-type: none"> Eagle eJP-12 TLTV, 125# TOW CAP New Equipment Lead Time: 14 to 16 weeks 3 Year / 3000 Hour Warranty Zero Degree Turning Technology Digital Display and Diagnostics Battery Charger - Required Add-On - Need 3 Phase Input Voltage ECCN: EAR99 Schedule B: 8705.90.0000 	1	117,062.80	117,062.80
<ul style="list-style-type: none"> Eagle EC-3380-208-60 CHARGER, 72 VDC, 100 AMP New Equipment ECCN: EAR99 Schedule B: 8504.40.9580 	1	8,815.00	8,815.00

Continued on next page

** Lead times are subject to change depending on manufacturing capacity at the time the order is placed. ** A non-refundable convenience fee of 3% will be added to all payments by credit card, 4.5% for international credit cards. ** Prices are subject to change without notice. ** Sales tax is based off your ship-to address and is subject to change
 *Lease-to-Own: Excludes applicable taxes, freight, and security deposit, if required. Quoted rates subject to change based on application approval date. Subject to credit approval and other terms and conditions, ask your sales agent for more details.

CAROLINA GSE INC. d/b/a PILOT JOHN INTERNATIONAL
 +1 252.565.0288 | sales@pilotjohn.com | pilotjohn.com

DATE	QUOTE NO.
8/5/2024	8280016

BILLING & MAILING: 1905 Turnbury Drive
 Greenville, NC 27858

SHIPPING & REPAIRS: 430 Executive Pkwy
 New Bern, NC 28562

DESCRIPTION	QTY	RATE	AMOUNT
<ul style="list-style-type: none"> • Tronair K-5387 KIT, LEAR 40,45 EJP ADAPTER New Equipment Lead Time: Approx. 8-10 weeks <p>Carton: L-28" X W-20" X H-7" in. Wgt-29 lbs.</p> <p>ECCN: EAR99</p>	1	4,482.13	4,482.13
<ul style="list-style-type: none"> • Tronair K-5391 KIT, LEAR 40,45 JP ADAPTER New Equipment Lead Time: Approx. 8-10 weeks <p>ECCN: EAR99</p>	1	2,003.40	2,003.40
<ul style="list-style-type: none"> • Tronair K-5388 KIT, FALCON 50,900,2000 ADAPT New Equipment Lead Time: Approx. 8-10 weeks <p>Carton: L-22" X W-12" X H-7" in. Wgt-24 lbs.</p> <p>ECCN: EAR99</p>	1	6,079.18	6,079.18
<ul style="list-style-type: none"> • Tronair K-5389 KIT, FALCON 7X JP ADAPTER New Equipment Lead Time: Approx. 8-10 weeks <p>Carton: L-26" X W-12" X H-10" in. Wgt-24.7 lbs.</p> <p>ECCN: EAR99</p>	1	5,559.43	5,559.43

Continued on next page

** Lead times are subject to change depending on manufacturing capacity at the time the order is placed. ** A non-refundable convenience fee of 3% will be added to all payments by credit card, 4.5% for international credit cards. ** Prices are subject to change without notice. ** Sales tax is based off your ship-to address and is subject to change
 *Lease-to-Own: Excludes applicable taxes, freight, and security deposit, if required. Quoted rates subject to change based on application approval date. Subject to credit approval and other terms and conditions, ask your sales agent for more details.

CAROLINA GSE INC. d/b/a PILOT JOHN INTERNATIONAL
 +1 252.565.0288 | sales@pilotjohn.com | pilotjohn.com

DATE	QUOTE NO.
8/5/2024	8280016

BILLING & MAILING:
 1905 Turnbury Drive
 Greenville, NC 27858

SHIPPING & REPAIRS:
 430 Executive Pkwy
 New Bern, NC 28562

DESCRIPTION	QTY	RATE	AMOUNT
• Freight charges: To Address Provided via F/F	1	2,500.00	2,500.00

Equipment prices quoted are EXW:
 CGSE - Swanton, OH US: (x1) eJP-12
 CGSE - New Bern, NC US: (x1) EC-3380-480-60

All freight shipments must not be signed for until thoroughly inspected for any hidden or obvious damage. Carolina GSE is not responsible for shipments that are signed for as good condition without any noted damage or missing items on the bill of lading. No exceptions.

Freight rates are subject to change if shipment occurs more than one month after the order is placed. If rates have increased, either a) the order will not be shipped until the difference is paid, or b) you will be refunded the original freight cost and may then provide your own shipping carrier/method (Incoterms EXW).

• LEASE-TO-OWN OPTIONS:*	1	-	-
- 6 months @ \$24,848 /month			
- 12 months @ \$12,930 /month			
- 18 months @ \$8,984 /month			
- 24 months @ \$7,051 /month			

Includes items: eJP-12, EC-3380-208-60, K-5387, K-5391, K-5388, K-5389

• Easily Order Your New Equipment With Us:	1	0.00	0.00
--	---	------	------

- Sign up on the New Carolina GSE Account Center to order online (<https://order.carolinagse.com>) - You can also search for GSE & view pricing.
- Click the green order online button in this quote email.
- Email your company PO to sales@carolinagse.com.
- Call us anytime at 252.565.0288.

Payment Methods:
 We offer simple, convenient, and secure payment methods for purchases.

- Simple Online Checking Account Payments - No Charge
- Online Credit Card (AMEX, Visa, Mastercard) - 3% convenience fee
- Apple Pay - Easily & Securely with your iPhone / iPad / Mac - 3% Fee
- Wire Transfer / ACH Transfer - No fee
- Check sent to us via standard mail or UPS/FedEx

Online payment options will be emailed with a link and the invoice at the time of order placement. All payments must be completed in USD.

Continued on next page

** Lead times are subject to change depending on manufacturing capacity at the time the order is placed. ** A non-refundable convenience fee of 3% will be added to all payments by credit card, 4.5% for international credit cards. ** Prices are subject to change without notice. ** Sales tax is based off your ship-to address and is subject to change
 *Lease-to-Own: Excludes applicable taxes, freight, and security deposit, if required. Quoted rates subject to change based on application approval date. Subject to credit approval and other terms and conditions, ask your sales agent for more details.

CAROLINA GSE INC. d/b/a PILOT JOHN INTERNATIONAL
 +1 252.565.0288 | sales@pilotjohn.com | pilotjohn.com

DATE	QUOTE NO.
8/5/2024	8280016

BILLING & MAILING:
 1905 Turnbury Drive
 Greenville, NC 27858

SHIPPING & REPAIRS:
 430 Executive Pkwy
 New Bern, NC 28562

DESCRIPTION	QTY	RATE	AMOUNT
-------------	-----	------	--------

** Lead times are subject to change depending on manufacturing capacity at the time the order is placed. ** A non-refundable convenience fee of 3% will be added to all payments by credit card, 4.5% for international credit cards. ** Prices are subject to change without notice. ** Sales tax is based off your ship-to address and is subject to change
 *Lease-to-Own: Excludes applicable taxes, freight, and security deposit, if required. Quoted rates subject to change based on application approval date. Subject to credit approval and other terms and conditions, ask your sales agent for more details.

Subtotal	\$146,501.94
Tax	\$0.00
Total	\$146,501.94

Carolina Ground Service Equipment, Inc. dba. Pilot John International Order Terms and Conditions

1. Applicability.

(a) All purchase orders received by CAROLINA GROUND SERVICE EQUIPMENT, INC. dba CAROLINA GSE dba PILOT JOHN INTERNATIONAL ("Seller") shall not be accepted until Seller's confirmation in a writing (electronic or email) (the "Sales Confirmation"). These terms and conditions of sale (these "Terms") are the only terms which govern the sale of the goods ("Goods") by Seller to the buyer named in the Sales Confirmation ("Buyer").

(b) The Sales Confirmation and these Terms (collectively, this "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer's general terms and conditions including, without limitation, any submitted on Buyer's purchase order. Notwithstanding anything herein to the contrary, if a written contract negotiated and executed by both parties exists with respect to the sale of the Goods, then such terms and conditions shall prevail to the extent they are inconsistent with these Terms. Fulfillment of Buyer's order, even absent a Sales Confirmation, does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms.

2. Delivery of Goods.

(a) The Goods will be delivered within a reasonable time, set by Seller, after the receipt of Buyer's purchase order and a Sales Confirmation, subject to availability, delays in supply chain, etc., or delivery of the underlying parts required to provide the Goods to Buyer.

(b) Unless otherwise agreed to in writing by the parties, Seller shall deliver the Goods to the delivery point specified in the Sales Confirmation (the "Delivery Point") using Seller's standard methods for packaging and shipping such Goods. If the Delivery Point is at a third-party facility, Buyer shall take delivery of the Goods within 5 days of Seller's written notice that the Goods have been delivered to such third-party Delivery Point. Buyer shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the Goods at the Delivery Point, and will unload and release all transportation equipment promptly so Seller incurs no demurrage or other expense.

(c) Unless otherwise provided for in the Sales Confirmation, (i) Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer; and (ii) each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of the quantities included on the Sales Confirmation.

(d) If for any reason Buyer fails to accept delivery of any of the Goods on the date fixed pursuant to Seller's notice that the Goods have been delivered at the Delivery Point, or if Seller is unable to deliver the Goods at the Delivery Point on such date because Buyer has not provided appropriate instructions, documents, licenses, final payment or authorizations: (i) risk of loss to the Goods shall pass to Buyer; (ii) the Goods shall be deemed to have been delivered; and (iii) Seller, at its option, may store the Goods until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

3. Non-Delivery.

(a) The quantity of any installment of Goods as recorded by Seller on dispatch from Seller's place of business is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence proving the contrary.

(b) Seller shall not be liable for any non-delivery of Goods (even if caused by Seller's negligence) unless Buyer gives written notice to Seller of the non-delivery within five (5) days of the date when the Goods would in the ordinary course of events have been received.

(c) Any liability of Seller for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or adjusting the invoice respecting such Goods to reflect the actual quantity delivered.

(d) Buyer acknowledges and agrees that the remedies set forth in Section 3 are Buyer's exclusive remedies for any non-delivery of Goods.

4. Shipping Terms; Title; Risk of Loss. Unless otherwise provided for on a Sales Confirmation, delivery of the Goods shall be made FOB Origin. Upon delivery to the freight carrier, risk of loss and title of the Goods shall pass to Buyer. All insurance, freight and shipping charges shall be paid by Buyer.

5. Security Interest. Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title, and interest of Buyer in, to and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Article 9 of the Uniform Commercial Code and any corresponding state law equivalent.

6. Buyer's Acts or Omissions. If Seller's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Buyer or its agents, subcontractors, consultants, or employees, Seller 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 Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay.

7. Inspection and Rejection of Nonconforming Goods.

(a) Buyer shall inspect the Goods within ten (10) days of delivery ("Inspection Period"). Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any Nonconforming Goods (as defined below) during the Inspection Period and furnishes such written evidence or other documentation as required by Seller. "Nonconforming Goods" means only the following: (i) product shipped is different than identified in Buyer's purchase order; or (ii) product's label or packaging incorrectly identifies its contents.

(b) If Buyer timely notifies Seller of any Nonconforming Goods, Seller shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit or refund the Price (as defined below) for such Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Seller shall, at its expense, arrange for shipment back to Seller's facility.

(c) Buyer acknowledges and agrees that the remedies set forth in Section 7(b) are Buyer's exclusive remedies for the delivery of Nonconforming Goods.

8. Price.

(a) Buyer shall purchase the Goods at the agreed-upon prices (the "Price") set forth in the Seller Confirmation. Notwithstanding the foregoing, to the extent the Price in the Sales Confirmation is different than as set forth in purchase order, Seller will obtain written approval (email is acceptable) of the Price included in the Sales Confirmation.

(b) Buyer agrees to reimburse Seller for all reasonable travel and out-of-pocket expenses incurred to the extent reflected on the Sales Confirmation (e.g. assistance with installation).

(c) All Prices are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any governmental authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs and taxes.

9. Payment Terms.

(a) Except as provided for on a Sales Confirmation, Buyer shall pay all amounts due to Seller prior to ordering any Third-Party Product or commencing manufacturing on any Goods manufactured by Seller. Payments shall be made via wire transfer or ACH or, with advance confirmation and a transaction fee, a check or credit card. All payments shall be made in US dollars

(b) Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Goods under any other Sales Confirmation Buyer has with Seller if Buyer fails to pay any amounts when due hereunder and such failure continues for fifteen (15) days following the due date.

(c) Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy or otherwise.

10. Limited Warranty.

(a) With respect to Goods newly manufactured by Seller, Seller warrants to Buyer that for a period of one (1) year from the date of shipment ("Warranty Period"), such Goods will substantially conform to the specifications applicable to such Goods, as in effect as of the shipment date. With respect to Goods that are not newly manufactured (e.g. refurbished), the Warranty Period, if any, shall be provided for in writing from Seller.

(b) EXCEPT FOR THE WARRANTIES SET FORTH IN SECTIONS 10(a), SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, 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.

(c) Products manufactured by a third party ("Third Party Product") may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Goods. The warranty for a Third-Party Product, if any, shall pass through from the manufacturer to Buyer and are not covered by the warranty in Section 11(a). Buyer acknowledges that all remedies with respect to any such Goods shall be as stated in the manufacturer's warranty. For the avoidance of doubt, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCT, 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) The Seller shall not be liable for a breach of the warranties set forth in Section 10(a), unless: (i) Buyer gives written notice of the defective Goods, reasonably described, to Seller within ten (10) days of the time when Buyer discovers or ought to have discovered the defect; (ii) if applicable, Seller is given a reasonable opportunity after receiving the notice of breach of the warranty set forth in Section 10(a) to examine such Goods and Buyer (if requested to do so by Seller) returns such Goods to the address specified by Seller in writing (email is acceptable) at Seller's cost for the examination to take place there; and (iii) Seller reasonably

Carolina Ground Service Equipment, Inc. dba. Pilot John International Order Terms and Conditions

verifies Buyer's claim that the Goods are defective.

(e) The Seller shall not be liable for a breach of the warranty set forth in Section 10(a) if: (i) Buyer makes any further use of such Goods after giving such notice; (ii) the defect arises because Buyer failed to follow Seller's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods; or (iii) Buyer alters or repairs such Goods without the prior written consent of Seller.

(f) Subject to Section 10(d) and Section 10(e) above, with respect to any such Goods during the Warranty Period, Seller shall, in its sole discretion, either: (i) repair or replace such Goods (or the defective part) or (ii) credit or refund the price of such Goods at the pro rata contract rate provided that, if Seller so requests, Buyer shall, at Seller's expense, return such Goods to Seller.

(g) THE REMEDIES SET FORTH IN SECTIONS 10(f) SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTIES SET FORTH IN SECTIONS 10(a), RESPECTIVELY.

11. Limitation of Liability.

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

(b) IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED] THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS SOLD HEREUNDER.

12. Compliance with Law. Buyer shall comply with all applicable laws, regulations, and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement. Buyer shall comply with all export and import laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by Buyer. Buyer assumes all responsibility for shipments of Goods requiring any government import clearance. Seller may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other duties or penalties on the Goods.

13. Termination. In addition to any remedies that may be provided under these Terms, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (a) fails to pay any amount when due under this Agreement and such failure continues for fifteen (15) days after Seller's written notice to Buyer; (b) has not otherwise performed or complied with any of these Terms, in whole or in part, or if curable, then cured such issue within fifteen (15) days after Seller's written notice thereof to Buyer; 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. Upon a default by Buyer and notwithstanding anything to the contrary contained herein, Seller will have the right to (a) declare all amounts immediately due and payable from Buyer, or (b) charge Buyer with a cancellation fee set by Seller in its sole discretion; provided further that Seller shall the right to include recovery of all discounts, rebates, reduction in fees (as reflected on any sales or purchase order) previously afforded to Buyer as a material inducement to entering into the Agreement. In addition, upon a default by Buyer due to Buyer's failure to pay in full the total purchase price for any Goods: (1) Seller may elect, at its option and discretion, to take possession of such Goods and lease or sell such Goods; and (2) Buyer hereby gives Seller permission to access the applicable facility to de-install, remove, and repossess such Goods.

14. Waiver. No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

15. Confidential Information. All non-public, confidential or proprietary information of Seller, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Buyer shall promptly return all documents and other materials received from Seller. Seller 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 Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

16. Force Majeure. The Seller shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller including, without limitation, acts of God, flood, fire,

earthquake, explosion, governmental actions, war, invasion, or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, pandemics, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, increases in labor or materials prices in excess of five percent (5%); material issues affecting the supply chain, freight delays or governmental embargoes, materials or telecommunication breakdown or power outage; provided that, if the event in question continues for a continuous period in excess of one hundred and eighty (180) days, Buyer shall be entitled to give notice in writing to Seller to terminate this Agreement.

17. Assignment. Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.

18. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

19. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.

20. Governing Law. All matters arising out of or relating to this Order shall be governed by and construed in accordance with the internal laws of the State of North Carolina without giving effect to any choice or conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of North Carolina.

21. Submission to Jurisdiction. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of North Carolina in each case located in the City of Greenville and County of Pitt, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

22. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Sales Confirmation or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

23. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

24. Survival. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Insurance, Compliance with Laws, Confidential Information, Governing Law, Submission to Jurisdiction and Survival.

25. Amendment and Modification. These Terms may only be amended or modified in a writing stating specifically that it amends these Terms and is signed by an authorized representative of each party.