



KRAL-USA, Inc.
VERSION 12/01/2024
TERMS AND CONDITIONS OF SALE AND SERVICES

PLEASE READ THESE TERMS AND CONDITIONS OF SALE (THE "TERMS AND CONDITIONS") CAREFULLY. THESE TERMS AND CONDITIONS CONTAIN THE SOLE TERMS AND CONDITIONS OF SALE FOR THE PURCHASE OF PRODUCTS (COLLECTIVELY, THE "PRODUCTS" AND EACH INDIVIDUALLY THE "PRODUCT") AND SERVICES (COLLECTIVELY, THE "SERVICES") BY YOU ("BUYER") FROM KRAL-USA, INC. ("KRAL-USA"). ANY DIFFERENT OR ADDITIONAL TERMS SET FORTH IN BUYER'S PURCHASE ORDER (THE "PURCHASE ORDER") OR OTHER COMMUNICATION ARE OBJECTED TO AND SHALL NOT BE BINDING ON KRAL-USA UNLESS A SEPARATE AGREEMENT HAS BEEN SIGNED BY AN AUTHORIZED OFFICER OF KRAL-USA. BY PLACING AN ORDER FOR PRODUCTS OR SERVICES FROM KRAL-USA, OR BY ACCEPTING DELIVERY OF THE PRODUCTS OR SERVICES DESCRIBED ON THE APPLICABLE PACKING SLIP, BILL OF LADING AND/OR INVOICE RECEIVED FROM KRAL-USA, YOU AGREE TO BE BOUND BY AND ACCEPT THESE TERMS AND CONDITIONS OF SALE.

1. DEFINITIONS. For the purposes of these Terms and Conditions, capitalized terms used in these Terms and Conditions and not otherwise defined herein shall have the following meanings: "Affiliate" means any a Person that, directly or indirectly, controls, is controlled by, or is under common control with a Party. As used in this Agreement, "control" means the possession of beneficial ownership of at least fifty percent (50%) of the voting power of the Person entitled to vote in the election of directors or, in the case of an entity that is not a corporation, the election of the corresponding managing authority; "Delivery Date" means the Product is available for pick up at the Manufacturing Facility; "Manufacturing Facility" means the facility owned and operated by the KRAL-USA Affiliate in Austria; "Governmental Body" means any (i) nation, state, county, city, town, borough, village, district, or other jurisdiction; (ii) federal, state, local, municipal, foreign, multinational, or other government; (iii) governmental or quasi-governmental authority of any nature (including any agency, branch, department, board, commission, court, tribunal, or other entity exercising governmental or quasi-governmental powers); (iv) body exercising, or entitled or purporting to exercise, any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power, whether local, national, or international; or (v) official of any of the foregoing; "KRAL-USA Affiliate" means any Affiliate of KRAL-USA; "KRAL Group" means KRAL-USA together with the KRAL-USA Affiliates"; "KRAL Websites" means the websites operated by KRAL Group; "Taxes" means all present and future income, sales, license, stamp, VAT, and all other taxes, levies, charges, fees, duties, tariffs, duties, deductions, or withholdings imposed, levied, withheld or assessed by any Governmental Body, together with any interest or penalties imposed thereon; "Warranty Period" means the period of one (1) year from the initial Delivery Date of a Product.

2. ORDERING PROCESS AND INCORPORATION OF TERMS AND CONDITIONS. These Terms and Conditions are automatically incorporated in every quote for Products ("Quote") and every order confirmation for Products ("Order Confirmation") provided by KRAL-USA. Each issuance of a purchase order for Products from Buyer ("Purchase Order") shall be deemed an acceptance of these Terms and Conditions even if the respective Purchase Order states terms additional to or different from those set forth herein. All additional or different terms are deemed to be automatically rejected by KRAL-USA without any need to provide notice to Buyer of such rejection. Any acknowledgment sent by KRAL-USA to Buyer subsequent to KRAL-USA's receipt of a Purchase Order from Buyer shall incorporate these Terms and not be deemed to be an acceptance by KRAL-USA of any terms and conditions provided by Buyer to KRAL-USA. Buyer has read and understands these Terms and Conditions and agrees that each Purchase Order, each Order Confirmation or KRAL-USA's shipment of any Product or performance of any Services shall constitute Buyer's acceptance of these Terms and Conditions. Unless agreed to by KRAL-USA in writing, all Purchase Orders are firm and non-cancelable. Any delivery date provided by KRAL-USA in the Quote or Order Confirmation is only an estimate of the approximate date when the Product will be available for pick-up, not a guarantee of a particular Delivery Date. All Delivery Dates are conditioned on the prompt receipt of all Purchase Orders and/or releases from Buyer and the KRAL-USA's Affiliate.

3. SHIPMENT. Unless otherwise stated to the contrary on the Order Confirmation or otherwise agreed to by an authorized representative of KRAL-USA in writing, all Products are sold Ex Works (EXW) the Manufacturing Facility (Incoterms 2020). Buyer shall solely be responsible for all loading, shipping, customs, Taxes, import fees or other charges related to the shipment of the Product from the Manufacturing Facility. Risk of loss passes to Buyer on the Delivery Date. Any delay in the pick-up or acceptance of Products or performance by Buyer may result in the suspension or postponement of production of

Products, additional costs charged to Buyer (such as storage fees), and / or price increases for Products, as determined in the sole discretion of KRAL-USA. In the event that Buyer fails to pick up any completed Product at the Manufacturing Facility within two weeks of the Delivery Date, in addition to all other rights of KRAL-USA under these Terms and Conditions, it shall pay a storage fee in the amount of \$100 per each week after the Delivery Date. KRAL-USA will use commercially reasonable efforts to fill Purchase Orders promptly on acceptance but reserves the right to allocate available inventories in its sole discretion. KRAL-USA shall not be liable for any failure or delay in providing the Products if such failure or delay is the result of (i) the failure of KRAL-USA's Affiliate to manufacture the respective Product or required component, (ii) Buyer is not providing information or specifications required for the Purchase Order, (iii) Buyer is not providing components required for the manufacturing of the Product, or (iv) any other factors that are beyond the control of KRAL-USA (such as but not limited to a Force Majeure Event).

4. PRICE AND PAYMENT TERMS. The price quoted for any Product excludes all costs for shipping, packaging, packing, delivery, insurance, Taxes and all other charges or administrative fees, all of which are the sole obligation of Buyer unless expressly stated otherwise on the face of the respective Quote or Order Confirmation. In addition to the price specified in the Quote, the amount of any Tax applicable to the sale of any Product pursuant to the respective Quote or Order Confirmation shall be paid by Buyer, or in lieu thereof, Buyer shall timely provide KRAL-USA with a tax exemption certificate acceptable to the applicable taxing authorities. Buyer shall prepay each Product prior to its manufacturing unless the respective Quote or Order Confirmation states otherwise, in which case Buyer shall make payment within thirty (30) days from the Delivery Date upon receipt of an invoice from KRAL-USA. In addition, KRAL-USA shall have the right to demand pro rata payments for partial deliveries of Products and Buyer shall make payment for each partial delivery upon receipt of an invoice from KRAL-USA. In addition, KRAL-USA may issue invoices from time to time for the Services, Taxes and other costs (such as but not limited to packaging, packing, shipping and storage) related to the Products. Buyer shall pay all invoices issued by KRAL-USA in full within thirty (30) days of such invoice or within the period of time otherwise required by such invoice. Buyer acknowledges and agrees that it shall have no right to offset or reduce any payment to KRAL-USA by (i) any damages or expenses of Buyer (whether or not caused by the acts or omissions of KRAL-USA or any of the KRAL Affiliates, or any suppliers or agents of KRAL-USA or any KRAL Affiliates, (ii) any disputed amounts or payments, or (iii) by any claims or charges against KRAL-USA or any KRAL Affiliates. In the event that Buyer fails to pay any invoice when due, or if the financial condition or credit of Buyer becomes unsatisfactory to KRAL-USA, KRAL-USA, at its sole option, and without affecting any other lawful remedy, may demand immediate payment of the entire account balance, may change the terms of payment, or suspend work on any Product or further delivery, or both, until Buyer provides security or other assurances of performance as required by KRAL-USA in its sole discretion within ten (10) days of KRAL-USA's request.

5. BUYER'S FINANCIAL STATUS. Buyer represents and warrants with the issuance of each Purchase Order that (i) it is financially able to pay for all the Products identified in such Purchase Order in accordance with the terms of these Terms and Conditions, (ii) the value of its assets exceeds its total liabilities, and (iii) it has the ability to pay its debts and obligations in the ordinary course of business as and when such debts and obligations become due. Upon request by KRAL-USA, Buyer shall provide financial information reasonably required to determine the financial status of Buyer. Buyer shall notify KRAL-USA immediately in writing of any and all events that have had or may have a material adverse effect on Buyer's business or financial condition, including but not limited to any change in control of Buyer or the breach of any loan covenants or other material obligations of Buyer to its creditors. KRAL-USA may immediately cancel any Order Confirmation, instruct its supplier to cease work on any Product or modify the applicable Quote/Order Confirmation or any of the payment terms hereof, without liability to KRAL-USA, in the event of the happening of any of the following or any comparable events: (a) upon insolvency of Buyer; (b) upon the filing of a voluntary or involuntary petition in bankruptcy court by or against Buyer; (c) the appointment of a receiver or trustee for Buyer; or (d) if the financial condition of Buyer at any time does not, in the sole judgment of the KRAL-USA, justify continuance of work to be performed by KRAL-USA and its supplier hereunder. In addition, KRAL-USA may require full or partial payment in advance or require Buyer to provide adequate assurance of its performance.

6. RISK OF LOSS. All risk of loss, damage or destruction of a Product after the Delivery Date shall be borne by Buyer, and any such loss, damage or destruction shall not release Buyer from any obligation under these Terms and Conditions and the Order Confirmation.

7. TITLE TO PRODUCTS. Title to any Product sold will remain vested in KRAL-USA or the respective KRAL Affiliate, as the case may be, until payment in full is received by KRAL-USA. In the event of Buyer's default in payment in full or any other breach of these Terms and Conditions and/or the Order Confirmation, KRAL-USA or its representative may enter

Buyer's premises and may dismantle, repossess and remove any Product sold hereunder. Buyer hereby knowingly and voluntarily releases KRAL-USA from any and all liability for actions taken pursuant to this Section 7. All rights of KRAL-USA provided by this Section 7 shall be in addition to any legal rights and remedies of KRAL-USA, all of which are cumulative. Buyer represents and warrants that it shall not subject any Product to any security interest or lien in favor of any third party unless payment in full for such Product was received by KRAL-USA.

8. INDEMNIFICATION. To the extent permitted by applicable law, Buyer assumes all risk and liability for loss, damage or injury to any third person or property arising out of the use or possession of the Products sold by KRAL-USA to Buyer. Buyer shall defend, indemnify and hold KRAL-USA, each KRAL Affiliate, and their respective shareholders, officers, employees and other agents harmless from and against any and all claims, liabilities, demands, damages, losses, costs and expenses, in law or in equity, of every kind and nature whatsoever (collectively, "Losses"), to the extent arising out of Buyer's use of the Products or the Services that result from (i) Products subjected to any accident, damage, abuse or misuse; (ii) exceeding the applicable operating limits above the rated liquid, capacity, pressure, temperature, speed or viscosity of the Products; (iii) operating conditions or applications for the Products not known to or contemplated by KRAL-USA at the time of the applicable Quote; (iv) any purpose or application other than or varying in any degree from that for which the Products were designed; (v) any attempted or actual alteration of the Products, components thereof, or documentation provided; or (vi) any installation, storage or use of the Products contrary to instructions provided by KRAL Group to Buyer that are contained in any safety sheet, manual, warning label on the Product or any other document provided to Buyer (irrespective of whether such instructions are provided in hardcopy or electronic format or available on the KRAL Websites). Buyer further agrees to protect, defend, indemnify and hold KRAL-USA and the KRAL Affiliates harmless from and against any and all Losses resulting from or arising out of any intentional, negligent or accidental injury or death of any employee, representative or agent of KRAL-USA on the premises of Buyer.

9. WARRANTIES. KRAL-USA warrants to Buyer that during the Warranty Period, the respective Product is free from defects in workmanship and that such Product conforms to the applicable descriptions and specifications described in the Order Confirmation (the "Product Warranty"). The Product Warranty does not apply to any Product that (i) has been misused, abused, improperly or inadequately maintained or installed; (ii) altered, modified or tampered with without KRAL-USA's express written consent; (iii) has been operated so as to exceed its rated liquid, capacity, pressure, temperature, speed or viscosity ratings, specifications, design conditions or other operating limits; (iv) in the judgment of KRAL-USA, has been subjected to an accident or abuse or in some way has been exposed to chemicals that are not compatible for use with the Product; (v) has been installed, operated or maintained contrary to instructions provided by KRAL Group to Buyer that are contained in any safety sheet, manual, warning label on the Product or any other document provided to Buyer (irrespective of whether such instructions are provided in hardcopy or electronic format or available on any KRAL Websites); or (vi) fails after the Delivery Date due to wear and tear, corrosion or negligence. The Product Warranty only applies to the Products sold by KRAL-USA to Buyer. All preliminary reference drawings, specifications, samples, models, bulletins, or similar material provided by KRAL-USA or any KRAL Affiliate for the sale of the Products (collectively, the "Marketing Material") are provided for the sole purpose of identifying the Products and no warranties whatsoever are provided by KRAL-USA with regards to such Marketing Material. KRAL-USA does not provide any installation support for the Products and KRAL-USA shall not be liable for any advice provided by KRAL-USA, the KRAL Affiliates or any of their agents regarding the installation of any Product.

10. NO OTHER WARRANTIES. THE PRODUCT WARRANTY IS IN LIEU OF, AND KRAL-USA EXPRESSLY DISCLAIMS, AND BUYER EXPRESSLY WAIVES, ALL OTHER WARRANTIES AND REPRESENTATIONS OF ANY KIND WHATSOEVER WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR MISAPPROPRIATION OF ANY RIGHT, TITLE OR INTEREST OF BUYER OR ANY THIRD PARTY, FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER OBLIGATION ON THE PART OF KRAL-USA WITH RESPECT TO ANY PRODUCTS SOLD OR SERVICES RENDERED UNDER THESE TERMS AND CONDITIONS. NOTWITHSTANDING ANY SERVICES PROVIDED BY KRAL-USA, BUYER SHALL SOLELY BE RESPONSIBLE FOR THE INSTALLATION AND USE OF THE PRODUCTS IN ACCORDANCE WITH WRITTEN INSTRUCTIONS PROVIDED BY KRAL-USA OR ANY KRAL AFFILIATES AND KRAL-USA SHALL NOT BE RESPONSIBLE FOR BUYER'S IMPROPER SELECTION OF A PRODUCT FOR A PARTICULAR APPLICATION OR OTHERWISE.

11. WARRANTY REMEDIES. IN THE EVENT THAT ANY PRODUCT SOLD BY KRAL-USA DOES NOT CONFORM TO THE PRODUCT WARRANTY, BUYER SHALL WITHIN THREE (3) DAYS OF DISCOVERY OF SUCH NON-CONFORMANCE PROVIDE WRITTEN NOTICE TO KRAL-USA THAT INCLUDES (i) A DETAILED DESCRIPTION OF THE MANNER IN WHICH THE PRODUCT DOES NOT COMPLY WITH THE PRODUCT WARRANTY, (ii) ALL INFORMATION AND RESULTS OF ANY TESTING PERFORMED BY BUYER, AND (iii) A REQUEST FOR AUTHORIZATION TO RETURN THE RESPECTIVE PRODUCT. UPON PRIOR WRITTEN APPROVAL BY KRAL-USA, BUYER SHALL RETURN THE RESPECTIVE PRODUCT AT ITS SOLE EXPENSE AND IN ACCORDANCE WITH KRAL-USA'S INSTRUCTIONS. IN THE EVENT THAT KRAL-USA CONFIRMS THE BREACH OF THE PRODUCT WARRANTY DURING THE WARRANTY PERIOD, KRAL-USA SHALL, AS DETERMINED BY KRAL-USA IN ITS SOLE DISCRETION, EITHER REFUND THE PURCHASE PRICE PAID BY BUYER FOR SUCH PRODUCT OR REPLACE THE RESPECTIVE PRODUCT. THESE REMEDIES SHALL BE THE EXCLUSIVE REMEDIES AVAILABLE TO BUYER HEREUNDER FOR A BREACH OF THE PRODUCT WARRANTY AND KRAL-USA SHALL NOT BE LIABLE FOR ANY INTEREST CHARGES, REPAIR OR FREIGHT COSTS OR DAMAGES OF ANY NATURE INCURRED BY BUYER.

12. NO LIABILITY FOR CONSEQUENTIAL DAMAGES. UNDER NO CIRCUMSTANCES SHALL KRAL-USA BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, REVENUES, SALES, DATA, BUSINESS, GOODWILL OR USE, EVEN IF BUYER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE PARTIES AGREE THAT WITHOUT THIS LIMITATION OF LIABILITY KRAL-USA WOULD NOT HAVE AGREED TO THE PRICE, SALE OF PRODUCTS OR SERVICES OR TERMS AND CONDITIONS SET FORTH HEREIN. THE LIMITATION OF LIABILITY SET FORTH HEREIN APPLIES BOTH TO PRODUCTS AND SERVICES PURCHASED OR OTHERWISE PROVIDED HEREUNDER.

13. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL KRAL-USA OR ITS AFFILIATES HAVE ANY AGGREGATE LIABILITY FOR ANY CLAIM FOR LOSS OR DAMAGE ARISING OUT OF THESE TERMS AND CONDITIONS OR CONNECTED IN ANY MANNER WITH THE SUPPLYING OF THE PRODUCTS OR SERVICES OR THE SALE, RESALE, OPERATION OR USE ALLOCABLE TO SUCH PRODUCT OR PART THEREOF OR SERVICES INVOLVED IN THE CLAIM, WHETHER BASED IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND FOR PROPERTY DAMAGE AND DEATH) OR OTHERWISE UNDER LAW, AND WHETHER RELATED TO ANY SINGLE EVENT OR SERIES OF CONNECTED EVENTS, FOR ANY LIABILITY IN EXCESS OF THE TOTAL OF PRICES (IF ANY) PAID BY BUYER FOR THE PRODUCT THAT GAVE RISE TO SUCH CLAIM.

14. INSPECTION AND WAIVER OF NONCONFORMANCE. Buyer shall inspect and test each Product within ten (10) days of receipt of the respective Product at its facility or warehouse. Buyer waives all rights to assert any claim against KRAL-USA arising from any nonconformity with any Order Confirmation which could have been detected through a reasonable inspection and testing at such time unless KRAL-USA is advised of such nonconformity immediately in writing.

15. FINANCE CHARGE AND COLLECTION COSTS. In the event that Buyer fails to make full payment for an invoice issued by KRAL-USA on or prior its due date, the unpaid balance will be subject to a finance charge equal to 1.5 % percent of the unpaid balance per month. The amount of all finance charges will be added to the balance owed to KRAL-USA. In addition, Buyer shall pay all costs, expenses, attorney fees and other collection costs paid or incurred by KRAL-USA in collecting any and all amounts due in accordance with an invoice issued under these Terms and Conditions.

16. KRAL-USA'S REMEDIES. KRAL-USA shall have the right not to proceed with the sale of any Product not yet delivered and paid for by Buyer in the event that (i) Buyer defaults under these Terms and Conditions and/or the terms of the Order Confirmation at any time; (ii) Buyer makes any misrepresentation to KRAL-USA; (iii) Buyer is the subject of a proceeding under any bankruptcy law; or (iv) It appears to KRAL-USA that Buyer's financial condition is such that Buyer will not be able to pay for such Product when payment is due. In addition to all remedies provided in these Terms and Conditions, KRAL-USA will be entitled to all remedies provided under applicable law. All remedies in these Terms and Conditions are cumulative unless a provision in these Terms and Conditions specifically provides for an exclusive remedy. In the event of any breach of these Terms and Conditions by Buyer, KRAL-USA shall have the right to recover all special, incidental or consequential damages arising from such breach.

17. CANCELLATION OF PURCHASE ORDERS. In the event of any partial or complete cancellation of any Purchase Order, Buyer shall pay to KRAL-USA a cancellation fee determined by KRAL-USA in its sole discretion. The cancellation fee will reflect, among other factors, all expenses and damages incurred and commitments made by KRAL-USA and the KRAL Affiliates (including but not limited to the costs of material administrative overhead and lost profits). Any non-payment, default, delay or failure of performance by Buyer (including but not limited to the failure of picking up any Products on the Delivery Date) may be deemed, in the sole election of KRAL-USA, a full or partial cancellation by Buyer of any or all Purchase Orders and shall further entitle KRAL-USA to suspend the manufacturing and/or delivery of any additional Product(s). Upon cancellation of any Purchase Order, all further obligations and liabilities of KRAL-USA shall terminate.

18. FORCE MAJEURE. KRAL-USA will not be liable for any loss or damage caused by any delay or failure to manufacture and/or deliver any Product(s) or otherwise perform under these Terms and Conditions, in whole or in part, that results from any Force Majeure Event. A Force Majeure Event shall mean any disaster (including but not limited to any severe or catastrophic weather event such as floods, hurricanes, typhoons, tornados, storms and earthquakes), epidemic, pandemic, public health crisis, incident or attack (nuclear, chemical, biological or electromagnetic), terrorist act (even if its occurrence only impends), fire, explosion, blackout, power failure, work stoppage, strike, lockouts, riot or civil disturbance, any act of war (with or without declaration of war), rebellion, insurrection, sabotage, revolution, commotion, embargo, shortage of means of transportation (such as trucks, ships, planes or railway carriages), shortage of fuel or energy, shortage or unavailability of labor or components, delays or accidents in connection with the manufacturing or transport of goods or material, complete or partial destruction of any production facility, equipment or machinery malfunction, industrial dispute, sabotage or any act of government, governmental decrees, orders or controls (including but not limited to licenses, permits and changes in law or regulations that materially impact KRAL-USA or the KRAL Affiliates), inability to procure or ship Products or obtain permits and licenses, insolvency or other inability to perform by KRAL-USA or any of the KRAL Affiliates, delay in transportation, any other commercial impracticability and/or any circumstances beyond the reasonable control of KRAL-USA or any of the KRAL Affiliates in its business operations.

19. ADVERTISING. Buyer shall not, without first obtaining the written consent of KRAL-USA, in any manner advertise or publish the fact that Buyer had contracted to purchase the Products or services herein or use any trademarks or trade names of KRAL-USA or the KRAL Affiliates in Buyer's advertising or promotional materials.

20. MODIFICATION. These Terms and Conditions may only be modified by a written agreement executed by KRAL-USA and Buyer.

21. CLERICAL ERRORS. KRAL-USA has the right to correct any stenographic or clerical errors in these Terms and Conditions or in any of the documents provided by KRAL-USA.

22. LIMITATION OF ACTIONS. NO CAUSE OF ACTION AGAINST KRAL-USA, REGARDLESS OF FORM, ARISING OUT OF THE SALE OF PRODUCTS OR SERVICES RENDERED MAY BE BROUGHT AGAINST KRAL-USA MORE THAN ONE YEAR AFTER THE DELIVERY DATE OR THE DATE SUCH SERVICES WERE RENDERED.

23. EXPORT CONTROLS. Products purchased or delivered to Buyer under these Terms and Conditions are subject to export control laws, restrictions, regulations and orders of the United States and Austria. Buyer shall comply with all applicable export laws, restrictions and regulations of the United States, Austria and other foreign agencies or authorities, and shall not export, or transfer for the purpose of re-export, any Product to any prohibited or embargoed country or to any denied, blocked, or designated person or entity as mentioned in any such United States, Austria or foreign law or regulation. Buyer represents and warrants that it is not on the Denied Persons, Specially Designated Nationals or Debarred Persons List and is not otherwise prohibited by law from purchasing the Products or the Services hereunder. Buyer shall be responsible to obtain all required licenses for the export, re-export or import of Products or information provided to KRAL-USA and communicate in writing prior to providing any information to KRAL-USA or any of the KRAL Affiliates that requires such license. Buyer shall inform KRAL-USA on or prior to the issuance of a Purchase Order whether the ordered Product is purchased for a third party or resale or the Product will be used outside of the United States.

24. GOVERNING LAW AND CHOICE OF FORUM. KRAL-USA and Buyer agree that these Terms and Conditions and the purchase of Products by Buyer shall be governed and construed in accordance with the laws of the State of North Carolina. The 1980 United Nations Convention on Contracts for the International Sale of Goods, as amended shall not apply. Any and all actions arising directly or indirectly out of the sale of Products shall be litigated in the courts located in the County of

Mecklenburg, North Carolina (and in the appropriate appellate courts), and KRAL-USA and Buyer hereby consent to the exclusive jurisdiction and venue of those courts.

25. WAIVER OF JURY TRIAL. IN THE EVENT OF ANY DISPUTE BETWEEN THE PARTIES, EACH PARTY, KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY, AND HAVING HAD AN OPPORTUNITY TO CONSULT WITH COUNSEL, WAIVES ITS RIGHT TO TRIAL BY JURY AND AGREE THAT ANY AND ALL MATTERS SHALL BE DECIDED BY A JUDGE WITHOUT A JURY TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW.

26. NON-ASSIGNMENT. Buyer may not assign or delegate its obligations under these Terms and Conditions without KRAL-USA's prior written consent. Any assignment contrary to this section shall be deemed a material breach of these Terms and Conditions. In the event of any assignment, whether approved by KRAL-USA or not, Buyer shall remain primarily liable for all obligations under these Terms and Conditions.

27. NO IMPLIED WAIVER. KRAL-USA's failure to insist on performance by Buyer of any provision of these Terms and Conditions shall not constitute a waiver of KRAL-USA's rights or remedies under these Terms and Conditions and will in no way affect the right of KRAL-USA to require such performance at any time thereafter.

28. RELATIONSHIP OF PARTIES. KRAL-USA and Buyer are independent contracting parties and nothing in these Terms and Conditions, Quote, Purchase Order or Order Confirmation shall make either party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other.

29. CONSTRUCTION. These Terms and Conditions have been negotiated on an arm's length basis by the Parties and shall, including any schedules and exhibits attached hereto, be construed without the aid of any canon or rule of law requiring interpretation against the Party drafting or causing the drafting of an agreement or the portions of an agreement in question.

30. NO THIRD PARTY BENEFICIARIES. Unless otherwise expressly provided, no provision of these Terms and Conditions is intended or shall be construed to confer upon or give to any person or entity other than KRAL-USA, the KRAL Affiliates, Buyer and designated third parties any rights, remedies or other benefits under or by reason of these Terms and Conditions.

31. INTERPRETATION. When used in these Terms and Conditions (i) "including" (and any of its derivative forms) means "including without limitation", (ii) "may" means has the right, but not the obligation to do something and "may not" means does not have the right to do something, (iii) "will" and "shall" are expressions of command, not merely expressions of future intent or expectation, and (iv) terms defined in the singular include the plural and vice versa. Section references are to sections of the document in which the reference is contained and shall be deemed to refer to and include all subsections of the referenced section. The section headings in these Terms and Conditions are for reference purposes only and may not be construed to modify or restrict any of the terms of these Terms and Conditions.

32. ENTIRE AGREEMENT. These Terms and Conditions, and the documents delivered concurrently herewith by KRAL-USA contain the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersede and forever terminate all prior and contemporaneous representations, promises, agreements, understandings and negotiations of the parties with respect to the subject matter hereof. There are no agreements or understandings of the parties that are not expressly set forth herein or in the documents delivered concurrently herewith. No parole evidence of any prior or contemporaneous agreements, understandings or negotiations shall govern or be used to construe or modify these Terms. No modification or alteration of these Terms shall be deemed effective unless in writing and signed by the parties.

33. SEVERABILITY. In the event that any provision of these Terms and Conditions is found to be unenforceable by a court of competent jurisdiction, such provision shall be deemed modified to the extent necessary to allow enforceability of the provision as so limited, it being intended that the parties shall receive the benefit contemplated herein to the fullest extent permitted by law. If a deemed modification is not satisfactory in the judgment of such court, the unenforceable provision shall be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected thereby.