

# General Terms and Conditions for the Sale of Goods and Services of Skeleton Technologies GmbH

Applicable to International Buyers  
(June 2024)

## 1. Applicability

(a) These terms and conditions of sale (these “**Terms**”) are the only terms that govern the sale of the goods (“**Goods**”) and services (“**Services**”) by Skeleton Technologies GmbH (“**Seller**”) to buyer (“**Buyer**”) listed on the accompanying quotation or other confirmation of sale (the “**Order Confirmation**”). Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods and Services covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.

(b) The Order 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 of purchase regardless of whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer’s order does not constitute acceptance of any of Buyer’s terms and conditions and does not serve to modify or amend these Terms.

(c) Notwithstanding anything to the contrary contained in this Agreement, Seller may, from time to time change the Services without the consent of Buyer provided that such changes do not materially affect the nature or scope of the Services, or the fees or any performance dates set forth in the Order Confirmation.

## 2. Delivery of Goods and Performance of Services

(a) The Goods will be delivered within a reasonable time after the receipt of Buyer’s purchase order. Seller shall not be liable for any delays, loss, or damage in transit.

(b) Unless otherwise agreed in writing by the parties, Seller shall deliver the Goods to EXW location specified by Seller (Incoterms® 2020 Rules) (the “**Delivery Point**”) using Seller’s standard methods for packaging and shipping such Goods. Buyer shall take delivery of the Goods within seven (7) days of Seller’s notice that the Goods have been delivered to the 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.

(c) Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. 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 Buyer’s purchase order.

(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 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).

(e) Seller shall use reasonable efforts to meet any performance dates to perform the Services specified in the Order Confirmation, and any such dates shall be estimates only.

(f) With respect to the Services, Buyer shall (i) cooperate with Seller in all matters relating to the Services and provide such access to Buyer’s premises, and such office accommodation and other facilities as may reasonably be requested by Seller, for the purposes of performing the Services; (ii) respond promptly to any Seller request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Seller to perform Services in accordance with the requirements of this Agreement; (iii) provide such Buyer materials or information as Seller may reasonably request to carry out the Services in a timely manner and ensure that such Buyer materials or information are complete and accurate in all material respects; and (iv) 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.

(g) 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.

## 3. Risk of Loss and Title

Risk of loss passes to Buyer upon delivery of the Goods at the Delivery Point. Title passes to Buyer upon full payment of the Prices, as defined in Section 5, in accordance with this Agreement.

## 4. Inspection and Rejection of Nonconforming Goods

(a) Buyer shall inspect the Goods within 14 days of delivery (“**Inspection Period**”). Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as reasonably 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 for such Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall ship, at its expense and risk of loss, the Nonconforming Goods to facility specified by Seller. If Seller exercises its option to replace Nonconforming Goods, Seller shall, after receiving Buyer's shipment of Nonconforming Goods, ship to Buyer, at Buyer's expense and risk of loss, the replaced Goods to the Delivery Point.

(c) Buyer acknowledges and agrees that the remedies set forth in Section 4(b) are Buyer's exclusive remedies for the delivery of Nonconforming Goods. Except as provided under Section 4(b), all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under this Agreement to Seller.

## 5. Prices

(a) Buyer shall purchase the Goods and Services from Seller at the prices (the "**Prices**") in euros (EUR) set forth in the Order Confirmation. Buyer agrees to reimburse Seller for all reasonable travel and out-of-pocket expenses incurred by Seller in connection with the performance of the Services as specified by Seller.

(b) Unless provided otherwise in the Order Confirmation, all Prices are EXW Delivery Point (Incoterms® 2020 Rules) and are exclusive shipping charges, insurance and all value added, 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; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personnel, or real or personal property or other assets.

(c) If Seller increases the Prices before delivery of the Goods, then these Terms shall be construed as if the increased prices were originally inserted herein, unless Buyer cancels the undelivered portion of the Goods affected by the price increase within 14 days of receiving notification of such increase. Notwithstanding the above, if Seller increases the Prices before delivery of the Goods due to the increase in the cost of aluminum, copper and printed circuit boards, the Parties shall negotiate an equitable price adjustment.

## 6. Payment Terms

(a) Buyer shall pay all invoiced amounts due to Seller within 30 days from the date of Seller's invoice.

Unless otherwise agreed by the Parties in writing, Buyer shall make all payments hereunder by bank transfer in Euros to the account of Seller's designation. Seller reserves the right to require a prepayment by issuing a Order Confirmation.

(b) Buyer shall pay interest on all late payments at the lesser of the rate of 0.1% per calendar day 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 or the performance of Services if Buyer fails to pay any amounts when due hereunder.

(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.

## 7. Limited Warranty

(a) Seller warrants to Buyer that for a period of 12 months from the date of delivery of the Goods ("**Warranty Period**"), that such Goods will materially conform to Seller's published specifications in effect as of the date of the Order Confirmation and will be free from material defects in material and workmanship.

**(b) EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 7(A), SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) PERFORMANCE WARRANTY; (d) DESIGN WARRANTY; (e) WARRANTY OF TITLE; OR (f) 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) Seller warrants to Buyer that it will perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.

**(d) EXCEPT FOR THE SERVICES WARRANTIES SET FORTH IN SECTION 7(C), SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.**

(e) 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. Third-Party Products are not covered by the warranty in Section 7(a).

(f) Seller shall not be liable for a breach of the warranty set forth in Section 7(a) or 7(c) unless: (i) Buyer gives written notice of the defective or nonconforming Goods or Services, reasonably described, to Seller within 14 days of the time when Buyer discovers or ought to have discovered the defect; (ii) Seller is given a reasonable opportunity after receiving the notice to examine such Goods and Buyer (if requested to do so by Seller) returns such Goods to Seller's place of business at Seller's cost for the examination to take place there; and (iii) Seller reasonably verifies Buyer's claim that the Goods or Services are defective or non-conforming. If Buyer's claim is not verified, Buyer shall reimburse Seller for any costs incurred to examine and return the Goods.

(g) Seller shall not be liable for a breach of the warranty set forth in Section 7(a) and shall be reimbursed by Buyer for any costs incurred to examine and return the Goods 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.

(h) Subject to Section 7(f) and Section 7(g) 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), which shall not extend the Warranty Period, 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.

(i) Subject to Section 7(f) above, with respect to any Services subject to a claim under the warranty set forth in Section 7(c), Seller shall, in its sole discretion, (i) repair or re-perform the applicable Services, which shall not extend the Warranty Period, or (ii) credit or refund the price of such Services at the pro rata contract rate.

**(j) THE REMEDIES SET FORTH IN SECTION 7 SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 7(A) or 7(C).**

## 8. 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 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 AND SERVICES SOLD HEREUNDER.**

(c) The limitation of liability set forth in Section 8(b) above shall not apply to (i) liability resulting from Seller's gross negligence or willful misconduct and (ii) death or bodily injury resulting from Seller's acts or omissions.

## 9. Insurance

During the term of this Agreement, Buyer 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) with financially sound and reputable insurers. Upon Seller's request, Buyer shall provide Seller with a certificate of insurance from Buyer's insurer evidencing the insurance coverage specified in these Terms. Buyer shall provide Seller with 30 days' advance written notice in the event of a cancellation or material change in Buyer's insurance policy. Except where prohibited by law, Buyer shall require its insurer to waive all rights of subrogation against Seller's insurers and Seller.

## 10. Compliance with Laws

(a) Buyer shall comply with all applicable laws, regulations, and ordinances, including (i) all applicable anti-corruption, anti-trust, anti-money-laundering and data protection laws and regulations as well as all applicable books and records and internal control provisions, including, but not limited to, the US Foreign Corrupt Practices Act 1977 (FCPA), and the UK Bribery Act 2010; (ii) all applicable laws and regulations aiming for the protection and realization of internationally recognized human rights as per the United Nations Guiding Principles on Business and Human Rights; (iii) all applicable national and international export control, customs and foreign trade regulations, including, but not limited to, those of the Federal Republic of Germany, of the European Union, of the United Kingdom and of the United States of America; and (iv) all laws and regulations concerning trading or engaging in business activities with entities, persons and organizations appearing on any applicable sanctioned party lists or similar lists of the European Union or the United Kingdom or on any applicable specially designated nationals or similar lists in the United States of America, and any restrictions imposed by any embargo from the European Union and its member states, the United Kingdom, the United States of America and the United Nations. 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 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 penalties on Goods.

(b) Seller's obligations under the Agreement are subject to the condition precedent that the delivery of Goods or the performance of Services is permitted under all applicable national and international export control, customs, foreign trade and sanctions regulations, including, but not limited to, those of the Federal Republic of Germany, the European Union, the United Kingdom and the United States of America.

(c) Buyer shall ensure that the end use of the Goods or Services provided under the Agreement is exclusively of civilian nature. Buyer shall not use nor pass on the Goods or Services directly or indirectly for any kind of military use or purposes related to the defense sector.

(d) Buyer shall (i) not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any Goods delivered or Services performed under or in connection with the Agreement that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014; (ii) undertake its best efforts to ensure that the purpose of the paragraph 10(d)(i) is not frustrated by any third parties further down the commercial chain, including by possible resellers; and (iii) set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraph 10(d)(i). Any violation of paragraphs 10(d)(i), (ii) or (iii) shall constitute a material breach of an essential element of this Agreement, and Seller shall be entitled to seek appropriate remedies, including, but not limited to, termination of the Agreement and a penalty of 10% of the total value of this Agreement or the price of the Goods or Services subject to paragraph 10(d)(i), whichever is higher. Buyer shall immediately inform Seller about any problems in applying paragraphs 10(d)(i), (ii) or (iii), including any relevant activities by third parties that could frustrate the purpose of paragraph 10(d)(i). Buyer shall make available to Seller information concerning compliance with the obligations under paragraph 10(d)(i), (ii) or (iii) within 14 days of Seller's request of such information.

## 11. Confidential Information

To the extent not subject to the Non-Disclosure Agreement between the Parties that remains in effect, 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.

## 12. Intellectual Property

(a) All intellectual property rights, including (i) patents, patent disclosures, and inventions (whether patentable or not), (ii) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, (iii) copyrights and copyrightable works (including computer programs), mask works, and rights in data and databases, (iv) trade secrets, know-how, and other confidential information, and (v) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world, ("**Intellectual Property Rights**") in any Goods, Services, and any documents, work product, software and other materials that are delivered to Buyer hereunder, incorporated into the Goods or Services, or prepared by or on behalf of Seller in the course of performing the Agreement (collectively "**Deliverables**"), shall remain the exclusive property of Seller or its licensors. If Buyer acquires any Intellectual Property Rights in or relating to any Goods, Services or Deliverables by operation of law, or otherwise, such rights are deemed and are hereby irrevocably assigned to Seller or its licensors, as the case may be, without further action by either of the parties.

(b) Subject to payment in full by the Buyer of the Prices in compliance with this Agreement, Buyer shall have a limited, non-exclusive, non-transferable, non-sublicensable, royalty free, worldwide license to Seller's Intellectual Property Rights solely to the extent reasonably required for the Buyer to use and exploit the Goods, Services and Deliverables in accordance with this Agreement and the instructions of Seller. Buyer shall not: (i) take any action that might interfere with any of Seller's Intellectual Property Rights, including Seller's ownership or exercise thereof; (ii) challenge any right, title, or interest of Seller in or to Seller's Intellectual Property Rights; (iii) make any claim or take any action adverse to Seller's ownership of Seller's Intellectual Property Rights; (iv) register or apply for registrations, anywhere in the world, for Seller's trademarks or any other trademark that is similar to Seller's trademarks or that incorporates Seller's trademarks; (v) use any mark, anywhere that is confusingly similar to Seller's trademarks in whole or in confusingly similar part; (vi) engage in any action that tends to disparage, dilute the value of, or reflect negatively on the Goods or any Seller's trademarks; (vii) misappropriate any of Seller's trademarks for use as a domain name without prior written consent from Seller; or (viii) alter, obscure, or remove any Seller's trademarks, or

trademark or copyright notices or any other proprietary rights notices placed on the Goods, marketing materials, or other materials that Seller may provide.

(c) Seller may from time-to-time release new or updated versions of the Deliverables, including software. At Seller's request, Buyer shall install any such versions of the Deliverables promptly upon their release in accordance with Seller's installation instructions.

### 13. Force Majeure

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Buyer to make payments to Seller hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("**Impacted Party**") reasonable control, including, without limitation, the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, explosions, epidemics or pandemics; (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; (h) shortage of adequate power or transportation facilities; and (i) other similar events beyond the reasonable control of the Impacted Party or its subcontractors. The Impacted Party shall give notice within 14 days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of 30 consecutive days following written notice given by it under this Section, the other party may thereafter terminate this Agreement upon 30 days' written notice.

### 14. Termination

(a) 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 for any reason or if Buyer: (i) fails to pay any amount when due under this Agreement and such failure continues for 30 days after Buyer's receipt of written notice of nonpayment; (ii) violates any of the compliance obligations enumerated in Section 10; (iii) has not otherwise performed or complied with any of these Terms, in whole or in part; or (iv) 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.

(b) The termination of this Agreement, for any reason, shall not release Buyer from any obligation or liability to Seller, including any payment, that (i) has already accrued hereunder; (ii) comes into effect due to the termination of the Agreement; or (iii) otherwise survives the expiration or termination of this Agreement.

(c) Following the termination of this Agreement, Seller shall invoice Buyer for any outstanding amounts and expenses due and owing under this Agreement, and Buyer shall pay all such amounts and expenses to Seller in accordance with the payment terms of this Agreement. Seller shall have the right to receive reimbursement for its reasonable out-of-pocket expenses, and associated profit, incurred in connection with work in process through the date of termination.

### 15. 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.

### 16. 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.

### 17. 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.

### 18. Governing Law and Arbitration

All matters arising out of or relating to this Agreement are governed by and construed in accordance with the laws of England and Wales without giving effect to any choice or conflict of law provision and the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the London Court of International Arbitration under its Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

### 19. Amendment and Modification

These Terms may only be amended or modified in a writing which specifically states that it amends these

Terms and is signed by an authorized representative of each party.

## 20. 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 Order Confirmation or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, internationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission), electronic mail with confirmed receipt, 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.

## 21. 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.

## 22. 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.

## 23. Survival

Provisions of these Terms that 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 and Arbitration, and Survival.