

STANDARD TERMS & CONDITIONS OF SALE AND SERVICE

THESE STANDARD TERMS AND CONDITIONS OF SALE AND SERVICE ("TERMS") GOVERN ALL PURCHASES OF GOODS FROM SPECTECH USA ("SPECTECH") BY YOU ("CLIENT") AND ARE LIMITED TO THOSE CONTAINED HEREIN. ANY ADDITIONAL OR DIFFERENT TERMS IN ANY FORM DELIVERED BY CLIENT, INCLUDING, BUT NOT LIMITED TO, PURCHASE ORDERS AND PURCHASE AGREEMENTS/CONTRACTS, ARE HEREBY DEEMED TO BE MATERIAL ALTERATIONS AND NOTICE OF OBJECTION TO THEM AND REJECTION OF THEM IS HEREBY GIVEN. SUCH ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS CONTAINED IN ANY FORM PROVIDED BY CLIENT, SUCH AS A PURCHASE ORDER, WILL BE NULL AND VOID.

BY PLACING AN ORDER FOR GOODS DESCRIBED IN SPECTECH'S SALES QUOTE, INVOICE, PURCHASE ORDER FORM, OR OTHER DOCUMENTATION PROVIDED BY SPECTECH (COLLECTIVELY, "SPECTECH ORDER FORMS"), SPECTECH AND CLIENT AGREE TO BE BOUND BY AND ACCEPT THESE TERMS UNLESS CLIENT AND SPECTECH HAVE BOTH SIGNED A SEPARATE AGREEMENT WHICH EXPRESSLY OVERRIDES THESE TERMS, IN WHICH CASE THE SEPARATE AGREEMENT WILL CONTROL.

APPLICATION OF TERMS; CLIENT ACKNOWLEDGMENT

By placing an order with SpecTech, Client acknowledges and accepts these Terms.

These Terms govern the relationship between Client and SpecTech with respect to Client's purchase of the Goods and constitute a binding contract between Client and SpecTech.

GENERAL CONDITIONS

SpecTech will not be held responsible for any delay or cancellation of any order/contract if it is prevented from or delayed in the carrying on of its business due to circumstances beyond its reasonable control including but not limited to Acts of God, Labor Disputes, War, Accidents, Flood, or Dearth of Raw Materials, New Duties or Laws including Export License Regulations imposed by Government.

In the event any goods included in the Client's order are sourced from AviBank Mfg, Inc., AviBank Terms and Conditions of Sale will be applicable to this transaction and are incorporated by reference into these Terms and Conditions. Please see attachment QF-019 Appendix A, Avibank Manufacturing Terms and Conditions.

QUOTATIONS/PRICE

All prices are based on normal trade relation duty rates and any applicable antidumping duties, countervailing duties, and/or any special tariffs (including those imposed in accordance with sections 232 or 301) in effect on January 1, 2025. Should the United States government, executive office, or customs authority or any nation-state involved in the shipment of relevant commodities to or from the United States adjust, increase, impose, or add normal trade relation duty rates, antidumping duties, countervailing duties, surtaxes, import taxes, retaliatory duties or taxes, or any other charge related to the import of goods or remove the normal trade relation status of the exporting country causing an increase in the applicable duty rate of more than 10% (all of the foregoing together, "Additional Duties"), SpecTech, at its sole discretion, will either, (1) pass these Additional Duties through to Client, effective on the date that the Additional Duties go into effect, or (2) cancel Client's order with no additional responsibility or liability to SpecTech.

Quoted prices and dispatch times are valid for 30 days from date of SpecTech's quotation or Client's acceptance of SpecTech's quote for the Goods, whichever occurs first, provided an unconditional authorization from Client for the shipment or performance of the Goods and/or Parts, is received and accepted by SpecTech within such time period. If such authorization is not received by SpecTech within such thirty (30) day period, SpecTech shall have the right to change the price for the Goods and Parts to SpecTech's price for the Goods and Parts at the time of SpecTech's shipment or performance thereof. SpecTech reserves the right to correct any obvious errors in specifications or prices and, in the event of a force majeure event, make equitable adjustments in SpecTech's price for the Goods and Parts prior to SpecTech's shipment or performance thereof. Unless otherwise specified by SpecTech, Parts that are required for the performance of services will be furnished at SpecTech's then prevailing prices. The price acknowledged on acceptance of an order is based upon the SpecTech's cost of materials, labor, transport, and statutory obligations in effect at the date of acknowledgment. All prices are in US dollars. All prices are exclusive of applicable taxes, transportation and insurance, which are to be paid by Client.

TAXES/TARIFFS

Any current or future applicable tax, duty, tariff or governmental charge (or increase in same) affecting SpecTech's costs, sale, services or delivery or shipment of Goods or Parts, or which SpecTech is otherwise required to pay or collect in connection with the sale, purchase, delivery, performance, storage, processing, use or consumption of Goods or Parts, shall be added to the price or billed to Client separately, at SpecTech's election.

ACCEPTANCE

No orders shall be deemed accepted by SpecTech other than upon a receipt of our official Acknowledgment.

SHIPMENT AND DELIVERY

While SpecTech will use all reasonable commercial efforts to maintain the delivery date(s) and/or performance dates acknowledged or quoted by SpecTech, all shipping dates and/or performance dates are approximate and not guaranteed. SpecTech reserves the right to make partial shipments. SpecTech, at its option, shall not be bound to tender delivery of any Goods and/or Parts for which Client has not provided shipping instructions and other required information. If the shipment or performance of the Goods and/or Parts is postponed or delayed by Client for any reason, Client agrees to reimburse SpecTech for any and all storage costs and other additional expenses resulting therefrom. All shipments of Goods and/or Parts are made on an FOB Shipping Point at the SpecTech's facility located at 6203 S 39th West Ave, Tulsa, Oklahoma. Requests for changes in quoted transportation modes will not be made or accepted on orders already processed unless otherwise mutually agreed upon by SpecTech and Client. Requests for changes in quoted transportation modes to orders already accepted by SpecTech will be subject to new freight terms and billed at the price in effect at the time of the request for change. Any request for changes to quoted transportation modes must be submitted in writing to SpecTech and are subject to SpecTech's acceptance and adjustment in freight price. The transportation costs quoted by SpecTech may be changed by SpecTech without notice in order to reflect SpecTech's prices at the time of shipment and will reflect any market increase in transportation costs. If a price for delivery has been quoted, any changes at the destination for transportation modes, spotting, switching, handling, storage and other accessorial services and demurrage shall be paid by the Client, and any related increase in transportation charges shall be added to the quoted price.

LIMITATION OF LIABILITY

IN NO EVENT WILL SPECTECH BE LIABLE FOR INDIRECT, SPECIAL INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOSS OF PROFITS OR USE AND INTERRUPTION OF BUSINESS) SUSTAINED FROM ANY CAUSE OR ARISING OUT OF ANY LEGAL THEORY, WHETHER BASED IN CONTRACT, NEGLIGENCE STRICT TORT LIABILITY OR OTHERWISE. In no event will SpecTech be liable to Client in an aggregate amount exceeding the total purchase price of the goods delivered to Client under the purchase order/agreement giving rise to the claims of liability. The limitations also apply to any liability that may arise out of third-party claims.

QUANTITIES

Every endeavor will be made to dispatch correct quantities ordered. Owing to difficulty in the measuring of exact quantities of some products, SpecTech reserves the right to deliver 10% more or less in completion of any order where this difficulty exists, the same to be charged or deducted pro-rated.

SHORTAGES and/or DISCREPANCIES

Any shortages or discrepancy must be reported in writing within five (5) working days from receipt of goods. Any claims for damages suffered in transit are the responsibility of Client and shall be submitted by Client directly to the carrier.

DIMENSIONAL TOLERANCE

In the absence of our written agreement to the contrary, SpecTech will not check the size and tolerances of items supplied.

MATERIALS AND MATERIAL FINISHES

SpecTech only procures from approved sources and order to National Standards where applicable. All materials and material finishes are checked against available specifications and certifications of conformity. This is the extent of SpecTech's inspection

and no warranty is given or implied as to the suitability of materials and material finishes used by the manufacturer or their intended use.

SPECIAL DELIVERY/AIRCRAFT ON GROUND (AOG)

Should delivery be required outside of normal manufacturing times, SpecTech will attempt to secure such items within the time limit specified by Client. The Client in such cases shall pay all extra charges and costs, including additional labor costs, incurred by SpecTech to meet Client's requested delivery date.

SUSPENDED OR SPREAD OVER ORDERS

In the event the Client requests delivery of goods to be postponed or extended over a long period, SpecTech retain the right to purchase total quantities and amend the price to reflect the revised conditions. Delivery may not be postponed or extended for more than one year from the date of the order, unless agreed by all parties in a separated written agreement signed by all parties.

CANCELLATION

All orders are non-cancelable and non-returnable.

PAYMENT TERMS

Unless otherwise specified by SpecTech, terms are net thirty (30) days from date of SpecTech's invoice. Payments shall be made by Client to SpecTech in U.S. currency. SpecTech shall have the right, among other remedies, either to terminate this Agreement or to suspend further performance under this and/or other agreements with Client in the event Client fails to make any payment when due, which other agreements Client and SpecTech hereby amend accordingly. Client shall be liable for all expenses, including attorneys' fees, relating to the collection of past due amounts. If any payment owed to SpecTech is not paid when due, it shall bear interest, at 24% per annum or the maximum rate permitted by law, from the date on which it is due until the date SpecTech receives payment from Client. SpecTech may preserve its interests in payment by enforcing any applicable mechanic's, labor, construction or similar lien rights. Should Client's financial responsibility become unsatisfactory to SpecTech, cash payments or security satisfactory to SpecTech may be required by SpecTech for future deliveries or performance of Goods and/or Parts. If such cash payment or security is not provided, in addition to SpecTech's other rights and remedies, SpecTech may discontinue deliveries or performance. Client hereby grants SpecTech a security interest in all Goods and/or Parts sold to Client by SpecTech, which security interest shall continue until all such Goods and/or Parts are fully paid for, and Client, upon SpecTech's demand, will execute and deliver to SpecTech such instruments as SpecTech requests to protect and perfect such security interest.

TITLE OF GOODS

Unless otherwise agreed by the parties, in writing, title and risk of loss to goods shall pass to Client FOB Shipping Point at SpecTech's facility located at 6203 S 39th West Ave, Tulsa, Oklahoma.

DEFECTIVE GOODS

All products are purchased from approved sources and are subject to batch traceability. Any item(s) found to be defective will be returned to the supplier for replacement provided that (A) SpecTech USA is notified within one (1) month of Client's receipt of the goods, and (B) Client provides SpecTech with written details of the defect prior to returning said goods to SpecTech. SpecTech will attempt, in good faith, to ensure proper replacements are provided to Client. SpecTech shall endeavor to transfer to the Client the benefit of any warranty or guarantee given to SpecTech USA by the manufacturer. SpecTech USA will not be responsible for claims beyond replacement of such products. Approved RMA must accompany any return.

WARRANTY

All information, recommendations and descriptive material about products supplied by SpecTech USA are based upon manufacturer specifications and are believed to be reliable but to not constitute a warranty. All products supplied by SpecTech USA are sold on the understanding that the purchaser will independently determine their suitability for their purpose. No employee, representative or agent is authorized to give any guarantee or warranty whatsoever.

Goods purchased by SpecTech from a third party for resale to Client ("Resale Products") shall carry only the warranty extended by the original manufacturer. To the extent assignable, Seller assigns to Buyer any warranties that are made by manufacturers and suppliers of such Resale Products. EXCEPT AS SPECIFIED ABOVE, RESALE PRODUCTS FURNISHED HEREUNDER ARE FURNISHED AS-IS, WHERE-IS, WITH NO WARRANTY WHATSOEVER. THE WARRANTY SET FORTH IN THIS SECTION IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY SPECTECH WITH RESPECT TO THE GOODS AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO CLIENT IN SPECIFICATIONS, DRAWINGS OR OTHERWISE, AND WHETHER OR NOT SPECTECH'S PRODUCTS ARE SPECIFICALLY DESIGNED AND/OR MANUFACTURED FOR CLIENT'S USE OR PURPOSE. This warranty does not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence (other than SpecTech's), unauthorized modification or alteration, use beyond rated capacity, unsuitable power sources or environmental conditions, improper installation, repair, handling, maintenance or application or any other cause not the fault of SpecTech. To the extent that Client or its agents have supplied specifications, information, representation of operating conditions or other data to SpecTech in the selection or design of the Goods and the preparation of SpecTech's quotation, and/or scope of work, and in the event that actual operating conditions or other conditions differ from those represented by Client, any warranties or other provisions contained herein that are affected by such conditions shall be null and void. Client assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of Goods, either alone or in combination with other products/components.

LOSS IN TRANSIT

Risk of loss and legal title to the Goods and/or Parts shall be FOB Shipping Point at SpecTech's facility located at 6203 S 39th West Ave, Tulsa, Oklahoma. SpecTech shall have no liability for the loss of or damage to goods ordered by Client while in transit. If Client requests, in writing, SpecTech to arrange transport of the Goods, SpecTech will purchase full insurance coverage on the Goods and the cost of said insurance coverage will be passed onto and paid by the Client.

CLIENT'S PROPERTY

In the event SpecTech has possession of Client's property, SpecTech shall have no liability for damage to Client's property by Fire, Theft or any other means.

LEGALITY

All goods are supplied by SpecTech with the strict understanding that the ultimate destination for the goods does not violate the laws of the United States or the ultimate destination.

INDEMNIFICATION

Each party shall indemnify and hold the other party harmless from loss, damage, liability or expense resulting from damage to personal property of a third party, or injuries, including death, to third parties to the extent caused by a negligent act or omission of the party providing indemnification or a party's subcontractors, agents or employees during performance of services hereunder. Such indemnification shall be reduced to the extent damage or injuries are attributable to others and in no event shall the indemnifying party be obligated to indemnify or insure the other party for the indemnitee's own fault or negligence. The indemnifying party shall defend the other party in accordance with and to the extent of the above indemnification, provided that the indemnifying party is: i) promptly notified by the other party, in writing, of any claims, demands or suits for such damages or injuries; ii) given all reasonable information and assistance by the other party; iii) given full control over any resulting negotiation, arbitration or litigation, including the right to choose counsel and settle claims, or the indemnifying party's obligations herein shall be deemed waived..

GOVERNING LAW/VENUE/JURISDICTION/DISPUTE RESOLUTION

The agreement shall be construed and governed by the laws of the state of Oklahoma, excluding its choice of law rules and excluding the UN Convention on Contracts for the International Sale of Goods. SpecTech and Client agree that, in any dispute arising hereunder shall, before filing a lawsuit, attempt to be resolved by the parties through informal negotiations between the parties. The complaining party shall first notify the other party in writing of the alleged dispute and the parties will attempt to resolve the dispute through prompt discussions and meetings between representatives of the parties having decision-making

authority regarding the dispute. If the dispute is not resolved by the 30th day after written notice of the dispute was first made, the parties agree to engage in non-binding mediation in Tulsa, Oklahoma, using a neutral mediator mutually agreed to and paid for equally by the parties. If mediation does not resolve the dispute, the parties may resolve the dispute through appropriate legal action. Legal action shall be brought only in the District Court of Creek County located in Sapulpa, Oklahoma or the United States District Court for the Northern District of Oklahoma located in Tulsa, Oklahoma. The parties hereby consent to the jurisdiction of and venue in such courts.

ATTORNEY FEES

The prevailing party to any action to enforce the terms of this agreement shall be entitled to recover any and all fees and expenses including, without limitation, reasonable attorney fees and legal expenses, that the prevailing party incurs in protecting and enforcing its rights under these Standard Terms and Conditions of Sale and Service.

CONFIDENTIALITY

The parties anticipate that it may be necessary to provide each other with information of a confidential nature ("Confidential Information"). Confidential Information means any information or data in oral, electronic, or written form which the receiving party knows or has a reason to know is proprietary or confidential and which is disclosed by the disclosing party to the receiving party in connection with this Agreement or which the parties may have access to in connection with this Agreement. The receiving party agrees to hold the disclosing party's Confidential Information confidential, and agrees not to use any Confidential Information for any purpose other than the purposes contemplated in this Agreement. Upon written request by the disclosing party, the receiving party agrees to either return or certify the destruction of the disclosing party's Confidential Information. If the receiving party is required by law, rule or regulation, or requested in any judicial or administrative proceeding or by any governmental or regulatory authority to disclose the disclosing party's Confidential Information, the receiving party will give the disclosing party prompt notice of such request so that the disclosing party may seek an appropriate protective order or similar protective measure and will use reasonable efforts to obtain confidential treatment of the Confidential Information so disclosed..

NEW MATERIAL & COUNTERFEIT / UNAPPROVED PARTS PREVENTION

SpecTech acknowledges that the goods purchased Client under the Order will be used in the manufacture or maintenance of aircraft or in other similar applications where the necessity of providing genuine parts from Client's designated and approved manufacturer(s) (the "Approved Manufacturer") is critical. Accordingly, SpecTech warrants that all goods supplied pursuant to the Order shall be new, unused, authentic, genuine and legitimate goods made or produced by the Approved Manufacturer, and that no counterfeit goods, "gray market" goods or goods from a source other than an Approved Manufacturer will be supplied pursuant to the Order. SpecTech shall maintain a system of traceability for all good supplied hereunder that tracks such goods back to the Approved Manufacturer and includes the Approved Manufacturer's batch or production lot identification number. If, subsequent to shipment, SpecTech suspects or becomes aware (or if Client reasonably suspects) that any good(s) supplied under the Order do not meet the foregoing warranties, Client may demand that SpecTech promptly replace all such goods with conforming goods, and SpecTech shall do so as quickly as reasonably possible. In the alternative, Client may return the non-conforming goods (or suspect non-conforming goods) and receive a full refund of the purchase price of such goods. Further, if any such event, SpecTech shall be liable for all costs related to the (i) replacement of any non-conforming goods, (ii) validation of the goods, (iii) approval and replacement costs of the goods and (iv) any penalty, fees, fine or other damages incurred by Client as a result of SpecTech's failure to comply with the foregoing warranties. AS6174 should be used as a guidance.

QUALITY MANAGEMENT SYSTEM

- **MANUFACTURERS-** A quality management system in compliance with AS9100, ISO9001 or equivalent is required.
- **DISTRIBUTORS-** A quality system in compliance with AS9120 or equivalent is required.
- **SUPPLIERS-** Suppliers of military products (AN, MS, NAS, MIL, etc.) must have a quality system compliant to the applicable military quality system standard as well as ISO9001. Client reserves the right to conduct quality system audits at the Supplier facility. Supplier quality system must ensure control of product sources inclusive of but not limited to the flow down of quality requirements through the supply chain, configuration (drawing, parts list, specification, etc.) requirements, management of quality documentation, obtaining corrective actions and performing corrective actions. Supplier quality system must ensure availability and/or retrieval upon request of quality and manufacturing records from product source.

- **Employee Competence, Awareness, and Ethical Behavior:** Any employee or contractor in the supply chain must be aware of their contribution to the quality of the products they are delivering, their contribution to the product safety of the products they are delivering and the importance of ethical behavior in regards to non-conforming parts they may be delivering.
- **Supplier Performance.** Performance for ALL supply sources are evaluated and discussed for ongoing approval. Continued poor performing suppliers will be submitted a Corrective Action and potentially removed from approved status.

THE FOLLOWING APPLIES TO SUPPLIERS ONLY

- **RECORDS-** It is a requirement that suppliers must retain any Media form, records regarding lot traceability of all items supplied to SpecTech for at least 7 years.
- **DRAWINGS-** Full drawing control must be in place at the manufacturer/supplier. And that the latest issue is used in all manufacturing processes of the goods supplied to SpecTech, unless otherwise agreed or requested by SpecTech in writing. SpecTech USA should be notified if the drawing(s) being used is more than twenty years old.
- **SHIPPING TOLERANCE-** The quantity tolerance for this purchase order is $\pm 0\%$. Any deviation from this tolerance must be approved by SpecTech Purchasing Department prior to shipment.
- **OBSOLESCENCE-** Any part ordered by SpecTech is assumed to be of current manufacture and specification. If, however, the item(s) are either obsolete or are about to become obsolete, SpecTech must be informed in writing. Where an alternative is offered, full specifications and test reports must be supplied to SpecTech if specified in writing.
- **TITLE OF GOODS-** Title and risk of loss to goods shall pass to SpecTech at the f.o.b. point specified in the applicable purchase order.
- **REQUIRED CERTIFICATION-** SpecTech shall deliver to Client the parts and documents required by this Order, each of which shall identify the lot to which it relates. Written notice of nonconforming parts must be forwarded to Client immediately for items already shipped, or prior to shipment. Such notice shall state whether the non-compliance affects form, fit or function of the part. Unless otherwise set forth on the face of SpecTech's invoice, SpecTech certifies it is the manufacturer of the part, or an authorized dealer of such manufacturer and has documentation to trace each part by lot number to the manufacturer.
- **CERTIFICATE OF CONFORMANCE**
 - Manufacturers shall provide a certificate of conformance with each shipment, which states that the product supplied meets all drawing, specification and purchase order requirements. The certificate of conformance shall reflect the part number(s) listed on SpecTech's purchase order, the production lot numbers, and shall be signed by an authorized supplier representative of the manufacturer.
 - Distributors shall provide the manufacturer's certificate of conformance as described above in addition to their own certificate of conformance.
- **FLOW DOWN**
SpecTech reserves the right to flow down any other conditions or requirements placed upon it by its own Client(s) including the right to on-site QA inspections by SpecTech or its Client. Any other requirements of hardware purchased will be flowed down in writing on the purchase order and are to be adhered to, flowed down to the supplier, to any sub-tiers, and to the manufacturer.
- **RIGHT OF ACCESS-** SpecTech, our Clients, and regulatory authorities reserve the right of access to the supplier's facility for the purpose of audit and inspection. Should this become necessary, reasonable notice will be given to the supplier prior to visitation.
 - If a nonconformance is discovered prior to shipment that does not affect form, fit, or function, a request for waiver may be submitted. All such requests must be made in writing. Under no circumstances shall shipment be made without written approval from SpecTech.
 - If a nonconformity is discovered subsequent to shipment the supplier is required to notify SpecTech within 48 hours with nonconformance details and proposed action to be taken.
- **CHANGES IN PRODUCT DEFINITION, PROCESSES, FACILITIES, EQUIPMENT, MATERIALS, OR SUPPLIERS** - Supplier must notify Spec Tech regarding any changes to product specifications, processing, equipment, materials, suppliers, or facilities regarding this order PRIOR to shipping product to fulfill an order. Such changes represent a potential risk of nonconforming product and will require a review, which could include our Client(s) and end users to determine if changes will be accepted without affecting form, fit or function.

- **FOD AWARENESS** – Supplier must have a Foreign Object Debris/Damage (FOD) Awareness and Prevention program to ensure products provided are free from any objects that can cause issue down the supply chain. Issue can include (but not limited to) traceability, preservation, and safety concerns.
- **INFORMATION SECURITY** – Supplier shall, at a minimum, be self-assessed compliant to the requirements of NIST 800-171 for the confidentiality, integrity, availability, and accountability of organization's with access to CUI (Control of Unclassified Information).
- **CONFLICT MINERALS POLICY** – Supplier shall implement and flow-down to its sub-tiers providers, policies in adherence to Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act regarding the use and disclosure of 'conflict minerals' required for the functionality of products manufactured. We ask that you use minerals sourced from validated conflict free smelters and refiners in materials and components supplier. Information on active or validated conflict free smelters and refiners is publicly available at the Conflict-Free Sourcing Initiative (CFSI) website. ([Click Here](#))

DPAS RATED – Where purchase order indicates a DPAS rating of "DO" or "DX" the order is certified for national defense use, and the supplier shall follow all provisions of the Defense Priorities and Allocations System regulation (15 CFR 700). (FAR 52.211-14).

MATERIAL ADVERSE CHANGE

Material Adverse Change means any materially adverse change to the assets, business, liabilities, results of operations, or financial condition of SpecTech.

ASSIGNMENT

Neither party will assign its rights or obligations hereunder without the prior written consent of the other party, which consent will not unreasonably be withheld.

SET-OFF

Neither party will have any rights to set-off hereunder.

FORCE MAJEURE

With the exception of any payment obligations contained herein, a party is not liable for failure to perform its obligations if such failure is as a result of a Material Adverse Change, imposition by the United States government, executive office, or customs authority of any nation-state involved in the shipment of relevant commodities to or from the United States of Additional Duties in excess of 10%, Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, government decree, labor dispute, strike, lockout or interruption or failure of electricity or telephone service.

AMENDMENT

SpecTech reserves the right to modify or amend these Terms and Conditions at any time. Any changes will be effective immediately upon posting the updated Terms on our website or notifying users via email. Continued use of our services after such changes constitutes your acceptance of the revised Terms. It is your responsibility to review the Standard Terms and Conditions of Sale and Service periodically for updates.

COMPLIANCE WITH LAWS

The parties will comply with all applicable federal, state, and local laws, statutes, rules, and regulations.

SEVERABILITY

If any provision of these Standard Terms and Conditions of Sale and Service is unenforceable as a matter of law, all other provisions will remain in effect.

INDEPENDENT CONTRACTORS

The parties are independent contractors and these Standard Terms and Conditions of Sale and Service shall not create or imply an agency relationship between the parties.

ENTIRE AGREEMENT

These Standard Terms and Conditions of Sale and Service (and any long-term agreement under which an order is issued) constitute the entire agreement between the parties with respect to the subject matter herein and supersede all previous proposals, both oral and written, negotiations, commitments, writings and all other communications between the parties. No waiver, alteration, modification of or addition to these Terms and Conditions will be binding unless expressly agreed to in writing and signed by duly authorized representatives of Buyer and Seller. A waiver of any of the terms or conditions hereof will not be deemed a continuing waiver but will apply solely to the instance to which the waiver is directed.