

**KENONA INDUSTRIES, INC.**  
**TERMS AND CONDITIONS OF SALE**

**1. DEFINITIONS.**

As used in these Terms and Conditions of Sale (the “**Terms of Sale**”), “**Kenona**” means Kenona Industries, Inc., a Michigan corporation. For purposes of the limitations on liability and remedies in Section 8 hereof and for purposes of Section 9 hereof, Kenona shall include, where appropriate, all employees, agents, and representatives of Kenona. The “**Products**” means all products and goods sold by Kenona. “**Buyer**” means any purchaser of the Products. “**Third Party**” shall include every owner, person, government, or other entity other than Kenona and Buyer. Terms such as “herein,” “hereof,” and the like shall mean the Terms of Sale in its entirety, including both front and back pages. Whenever a term defined by the Michigan Uniform Commercial Code (the “**Code**”) is used in the Terms of Sale, and not otherwise defined herein, the definition contained in the Code shall control.

**2. EXCLUSIVE TERMS, CONDITIONS, AND LIMITATIONS OF SALE.**

(a) Buyer and Kenona have entered into a purchase order or contract (the “**Contract**,” the meaning of Contract shall include any other documents specifically incorporated by reference in the Contract or separately agreed to in writing by Buyer and Kenona, such as specifications, drawings, requirements of Buyer) by which Buyer has purchased certain Products from Kenona. The Contract together with the Terms of Sale constitutes the entire agreement between Buyer and Kenona. The Contract issued will supplement the Terms of Sale to the extent such terms are not inconsistent. In the event of conflict in language between the Contract and the Terms of Sale, the language of the Contract will control and take precedence over those in the Terms of Sale.

(b) The Terms of Sale is not an acceptance of any offer or counter-offer of Buyer, and serves as a written objection to any additional, different, or inconsistent terms, conditions, or limitations contained in or incorporated by reference in any forms, purchase orders, or other documents of Buyer. If, notwithstanding the foregoing, the Terms of Sale is deemed by a court or arbitrator to be an acceptance of an offer or counter-offer by Buyer, such acceptance is expressly made conditional on Buyer’s assent to the terms, conditions, and limitations set forth in the Terms of Sale, and if the Terms of Sale is deemed by a court or arbitrator to constitute an offer or counter-offer by Kenona, acceptance of such offer is expressly limited to the terms, conditions, and limitations set forth in the Terms of Sale. In any case, the terms, conditions, and limitations set forth in the Terms of Sale are the only terms, conditions, and limitations to which Kenona will agree, and supersede all prior statements, proposals, negotiations, representations, and agreements (other than those set forth in the Contract, if such Contract is deemed to constitute the offer by Kenona which Buyer is deemed to have accepted) and together with the Contract shall constitute the entire agreement between Kenona and Buyer.

(c) Except as otherwise provided herein, the terms, conditions, and limitations set forth in the Terms of Sale can be modified, altered, or added to only by a subsequent written instrument signed by an authorized officer of Kenona which shall set forth with particularity, and not through incorporation by reference, the precise terms, conditions, and limitations modified, altered, or added to with specific written reference to the terms, conditions, and limitations of the Terms of Sale which are modified, altered, or added to. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, shall constitute a waiver or serve to explain or interpret these terms, conditions, or limitations.

**3. TERMS OF PAYMENT AND PRICES.**

(a) Terms of payment are set forth in the Contract.

(b) The prices and charges invoiced shall be Kenona’s prices and charges in effect at the time the parties enter into the Contract. Prices are based on various production costs. If at any time prior to delivery Kenona experiences a increase in costs for supplies, raw materials, components, goods, deliveries, duties, services or other costs of production, Kenona reserves the right to increase the price of the Products accordingly. Buyer agrees to accept and pay the increase or surcharge. Kenona will provide Buyer evidence or such price increases at its request.

(c) The prices are based on the currently quoted volumes. Any decrease in these volumes of 25% or more on an annual basis from these currently quoted volumes may result in increased prices from Kenona. This will be solely at Kenona’s discretion and will reflect realistic cost impacts on capital, space, and other fixed costs. Buyer agrees to accept and pay the increase or surcharge.

(d) The price is payable on the terms set forth in the Contract without deduction, set-offs, counterclaims, back charges, or any other charges or claims of Buyer of whatsoever nature (including claims that such invoice is incorrect or incomplete or that Buyer has requested, but not yet received, additional information in order to verify the invoice), and the obligations of Buyer to Kenona shall remain unimpaired regardless of disputes which may arise between Buyer and Third Parties.

**4. PAYMENT BY BUYER OF FREIGHT, TRANSPORTATION, TAXES, AND OTHER GOVERNMENTAL CHARGES.**

(a) Unless otherwise agreed by Kenona in writing, the purchase price of the Products covered by the Terms of Sale does not include present or future freight charges and loading, transportation and delivery costs, if applicable, nor does it include the amount of any present or future transportation taxes and customs, duties, sales, use, excise, export, gross receipts or any similar tax or other

governmental charge upon or with respect to the sale, purchase, manufacture, processing, fabrication, delivery, storage, use, consumption, loading or transportation of such Products.

(b) The amount of any present or future freight charges, loading, transportation and delivery costs, and transportation taxes, and any present or future customs, duties, sales, use, excise, export, gross receipts, or any similar tax or other governmental charge applicable to the Terms of Sale and to the sale and/or furnishing of the Products required by the Terms of Sale shall be deemed extra charges and shall be paid by Buyer, or in lieu thereof in the case of taxes, Buyer shall provide Kenona with a tax exemption certificate acceptable to applicable taxing authorities. If, for any reason, any such certificate is not accepted by such authorities or such acceptance is revoked, Buyer shall indemnify and hold Kenona harmless as provided in Section 9 hereof. Whenever applicable, such tax or taxes or other governmental charges will be added to the invoice as a separate charge to be paid by Buyer.

(c) All licenses and permits shall be secured by Buyer at Buyer's expense unless the responsibility is assumed in writing by Kenona.

#### **5. DELIVERY, FORCE MAJEURE, RISK OF LOSS, AND TITLE.**

(a) All deliveries shall be F.O.B. Shipping Origin, Freight Collect.

(b) Title and risk of loss shall pass to Buyer upon Kenona's delivery of the Products to the carrier.

(c) Estimated dates for shipping are provided to Buyer on the basis of Kenona's best estimate for informational purposes only and are not guaranteed. Kenona shall not be liable for loss or damage resulting from any delay or failure of delivery or performance which itself results from the following: Kenona's other production requirements or plant conditions; strike, any labor shortage or difficulty, fire, flood, accident, quarantine restrictions, earthquake, tornado, epidemic, or other casualty or act of God; war, riot, civil disobedience, or other emergency, or acts of civil or military authorities; compliance with orders, priorities, or requests of any government agencies or courts or arbitrators; embargoes; failure of Kenona's suppliers to meet delivery schedules, or any shortage of raw materials however caused; inability or delay in obtaining labor or materials; inability or delay in obtaining cars, trucks, fuel, or machinery necessary for transportation; or any cause, condition, or contingency beyond the reasonable control of Kenona, whether similar to those enumerated or not. In the event of any of the foregoing, Kenona may apportion its production, all stock material and all the Products among its customers in such manner as it may consider equitable.

(e) If Buyer is unable to receive the Products when tendered, Buyer shall be liable to Kenona for any loss, damage, or additional expense incurred or suffered by Kenona as a result thereof.

(f) Buyer hereby conveys and grants to Kenona a security interest in the Products to secure payment and performance of all debts, liabilities and obligations of Buyer of any kind whenever and however incurred to Kenona. Buyer hereby authorizes Kenona to file a UCC-1 Financing Statement(s) or other similar filings, to evidence or perfect the security interest granted herein.

(g) Buyer shall pay all insurance costs associated with delivery, and Buyer shall be responsible for filing and pursuing claims with carriers for loss or damage in transit, unless these obligations are assumed in writing by Kenona.

(h) Buyer shall be responsible for obtaining all necessary transportation and export licenses, authorizations and permits, at Buyer's expense, unless these responsibilities are assumed in writing by Kenona.

#### **6. RETURN PRODUCTS POLICY.**

As the Products are generally specially ordered, designed and manufactured based on Buyer's needs and specifications, the Products are generally not returnable. However, in certain circumstances Kenona may, in its sole discretion, decide to allow the Products to be returned. If such a return is allowed, it will be subject to the following conditions:

(a) Kenona's prior formal approval with a Return Products Authorization Number secured to the Products.

(b) In the case of an over-shipment by Kenona (which Kenona agrees was an over-shipment that resulted solely from an error by Kenona and for which Buyer was faultless), Buyer may in its sole discretion keep or return the Product(s) that accounts for the over-shipment. If Buyer decides to keep the over-shipped Product then Buyer must comply with the following:

(i) If, under the Contract, Kenona is scheduled to ship the same Products to Buyer at a later date and Buyer (1) decides to keep such over-shipment and (2) properly informs Kenona of such over-shipment, then Kenona will apply the over-shipped Products to the next release of the same Products scheduled under the Contract. Payment for the over-shipped Product(s) shall be due under the same terms and at the same time as payment for the next release that the over-shipped Products are applied to.

(ii) If, under the Contract, Kenona is not scheduled to ship the same Products to Buyer at a later date and Buyer (1) decides to keep such over-shipment and (2) properly informs Kenona of such over-shipment, then payment for the over-shipped Product(s) shall be due under the same terms and at the same time as payment for the Products that the over-shipped Products were shipped with.

(c) Return shipments must be prepaid by Buyer to the warehouse designated by Kenona, unless such return is (i) the result of an over-shipment by Kenona (which Kenona agrees was an over-shipment that resulted solely from an error by Kenona and for which Buyer was faultless) or (ii) is provided for in Section 10(f).

(d) Credit will be allowed only on quantities actually received by Kenona and subject to Kenona's inspection. Credit will be issued in the form of credit for the Products only. Cash refunds will not be made.

## **7. PACKAGING, LOADING, OR BRACING REQUESTS.**

Kenona will use reasonable means to comply with any packaging, loading, or bracing requests made in writing by Buyer, provided, however, that any costs due to compliance with such requests shall be deemed extra charges to be paid by Buyer. If no such requests are made by Buyer, Kenona shall comply with the minimum requirements which customarily apply to the method of transportation used for such products.

## **8. LIMITED WARRANTY AND LIMITATIONS ON DAMAGES.**

(a) Kenona warrants to Buyer that for a period of 1 year from the date of shipment of the Products to Buyer (the "**Warranty Period**"), that as of the date of shipment such Products will materially conform to the express specifications provided by Buyer under the Contract and will be free from material defects in material and workmanship.

**(b) EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 8 (a), KENONA MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCTS, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (iii) WARRANTY OF TITLE; OR (iv) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. NO PROMISE OR AFFIRMATION OF FACT MADE BY ANY EMPLOYEE, AGENT, OR REPRESENTATIVE OF KENONA OR ANY THIRD PARTY, NOR ANY SAMPLE PROVIDED TO BUYER, SHALL CONSTITUTE A WARRANTY OR GIVE RISE TO ANY LIABILITY OR OBLIGATION.**

(c) Products manufactured by a third party ("**Third Party Product**") may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Products. Third Party Products are not covered by the warranty in Section 8(a). **For the avoidance of doubt, KENONA MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (iii) WARRANTY OF TITLE; OR (iv) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.**

(d) Kenona shall not be liable for a breach of the warranty set forth in Section 8(a) unless: (i) Buyer gives written notice of the defect, setting forth with particularity the nature and extent of the nonconformity complained of, to Kenona within [NUMBER] days of the time when Buyer discovers or ought to have discovered the defect (such prompt written notice is necessary in order to insure prompt inspection by Buyer and to assist Kenona in determining whether improper methods of storage and other abuse of the Products sold occurred); (ii) Kenona is given a reasonable opportunity, after receiving the notice, to examine such Products and Buyer (if requested to do so by Kenona) returns such Products to Kenona's place of business, at Kenona's cost, so that the examination can place there; and (iii) Kenona reasonably verifies Buyer's claim that the Products are defective.

(e) Kenona shall not be liable for a breach of the warranty set forth in Section 8(a) if: (i) Buyer makes any further use of such Products after giving the notice required by Section 8(d)(i); (ii) the defect arises because of Buyer's use or abuse of the nonconforming Products or because Buyer failed to follow Kenona's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Products; or (iii) Buyer alters or repairs such Products without Kenona's prior written consent.

(f) Subject to Sections 8(a) through 8(e) above, with respect to any such Products during the Warranty Period, Kenona shall replace such Products (or the defective part(s)) provided that, if Kenona so requests, Buyer shall, at Kenona's expense, return such Products to Kenona. **IN NO EVENT SHALL KENONA BEAR THE COSTS OF REMOVAL OF NONCONFORMING PRODUCTS. IN NO EVENT SHALL THE LIABILITY OF KENONA EXCEED THE PURCHASE PRICE OF THE PRODUCTS. THE LIMITATIONS ON REMEDIES SET FORTH IN THIS SECTION 8 SHALL APPLY ALSO TO ALL CLAIMS AND ACTIONS ARISING OUT OF OR RELATED TO THE PRODUCTS, THE TERMS OF SALE OR THE CONTRACT THAT A COURT OR ARBITRATOR MAY FIND TO HAVE ARISEN OTHER THAN UNDER THE WARRANTY SET FORTH ABOVE, INCLUDING ANY ARISING UNDER CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, CONTRIBUTION, INDEMNITY, INFRINGEMENT, STATUTE, OR OTHERWISE.**

(g) UNLESS OTHERWISE AGREED BY KENONA IN WRITING, SUCH WARRANTY AS TO CONFORMITY TO EXPRESS SPECIFICATIONS RUNS ONLY TO BUYER AND IS NON-TRANSFERABLE AND NON-ASSIGNABLE EITHER DIRECTLY, INDIRECTLY, OR BY OPERATION OF LAW, AND ANY SUCH PURPORTED OR ATTEMPTED TRANSFER OR ASSIGNMENT SHALL BE NULL AND VOID. SUCH WARRANTY WILL NOT RUN TO BUYER'S SUCCESSORS, ASSIGNS OR CUSTOMERS OR TO USERS OF BUYER'S PRODUCTS, UNLESS REQUIRED BY LAW (IN WHICH CASE ONLY TO THE EXTENT REQUIRED BY LAW). THE REMEDIES SET FORTH IN SECTION 8(f) SHALL BE BUYER'S SOLE AND EXCLUSIVE REMEDY AND IS KENONA'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 8(a). IN NO EVENT SHALL KENONA BE LIABLE TO BUYER OR TO ANY THIRD PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, LIQUIDATED, PUNITIVE, OR OTHER DAMAGES IRRESPECTIVE OF WHETHER CLAIMS OR ACTIONS FOR SUCH DAMAGES ARE BASED UPON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, WARRANTY, CONTRIBUTION, INDEMNITY, INFRINGEMENT, STATUTE, OR OTHERWISE.

(h) The foregoing together with Sections 10 and 11 hereof constitute Kenona's final expression of its warranty to Buyer. Such warranty cannot be modified or supplemented unless modified or supplemented in writing signed by an authorized Kenona officer. No Third Party or representative, employee, or agent of Kenona, or any other person has any authority to modify or supplement such limited warranty unless it is in writing and signed by an authorized Kenona officer.

## 9. INDEMNIFICATION.

Buyer shall indemnify and hold harmless Kenona, its affiliates and their respective officers, employees, agents and representatives, from and against all claims, actions, demands, suits, causes of action, losses, damages, liabilities, judgments, costs and expenses, including reasonable attorneys' fees, to the extent related to or arising from: (a) Buyer's breach of or default under (i) the Terms of Sale; (ii) the Contract; or (iii) any other contract between Buyer and Kenona; (b) Buyer's, its affiliates' or their respective employees', officers', agents' or representatives' (collectively with Buyer, "**Buyer Affiliates**") negligence or misconduct; (c) Buyer Affiliates' handling, repair, modification, use or adjustment of the Products; (d) Buyer Affiliates' use of Kenona's intellectual property; or (e) Kenona's compliance with Buyer's specifications in manufacturing the Products.

## 10. TECHNICAL DATA, ADVICE, AND SPECIFICATIONS.

Any technical data, production data, production estimates, design and performance figures, mechanical properties, advice, drawings, and specifications furnished by Kenona with respect to the Products supplied and the use of such Products is given without charge, and Kenona assumes no obligation or liability for any damages, consequential, incidental, special, liquidated, punitive, or otherwise for such data, estimates, figures, advice, drawings, and specifications given or results obtained irrespective of whether claims or actions with respect to such are based upon contract, tort, negligence, strict liability, warranty, contribution, indemnity, infringement, statute, or otherwise. All of such data, estimates, figures, mechanical properties, advice, drawings, and specifications shall be given and accepted at Buyer's risk. Any such data, estimates, figures, mechanical properties, advice, drawings, and specifications are given to Buyer for use only in connection with the Products supplied, and may not be used for any other purpose, and shall not be disclosed by Buyer or its agents or employees without Kenona's prior written consent.

## 11. CLAIMS.

(a) Kenona must be notified in writing concerning the nonconformity of the Products to the Contract in the manner provided in Section 8(d)(i).

(b) All claims for shortages or over-shipment must be made in writing within **[15]** days after receipt of the Products by Buyer or Buyer Affiliates and specify with particularity the exact shortage or over-shipment complained of.

(c) In the event of damage or loss in transit, immediate written notice must be given to the carrier's agent at destination.

(d) In no event shall Kenona be responsible for claims resulting in whole or in part, directly or indirectly, from the list of events provided in Sections 5(d) or 8(e).

(e) Failure to furnish such written claims, as specified above, within such prescribed periods of time shall terminate all of Kenona's liability and warranty. Kenona must be given the opportunity upon written demand to inspect the Products claimed to be nonconforming to the Contract and/or to inspect orders in connection with shortages or over-shipments complained of.

(f) The Products which do not conform to the Contract shall be returned to Kenona upon receipt of Kenona's authorization to do so and a Return Products Authorization Number and at Kenona's expense. Buyer must demonstrate to Kenona's reasonable satisfaction that any alleged nonconformity to the Contract was solely caused by Kenona's breach of the warranty, provided in Section 8(a). In no event shall any claim of Buyer be set-off against outstanding or subsequent invoices of Kenona, without Kenona's prior written consent.

## **12. SPECIALLY MANUFACTURED PRODUCTS, CHANGES, TERMINATION, OR CANCELLATION.**

(a) The Products sold by Kenona are generally specially manufactured products based on Buyer's specifications. Kenona's quotation, acceptance and performance of any order for the Products manufactured to Buyer's specifications assumes timely receipt of all required information.

(b) After Buyer's acceptance of the Contract, the Contract and its order may not be changed, terminated, cancelled or modified by Buyer without Kenona's prior written consent. Examples of changes and modifications, requiring Kenona's prior written consent, include, without limitation, changes or modifications to the drawings, specifications, materials, packaging, testing, quantity, time or method of delivery or shipment, or similar requirements prescribed in the Contract, including any changes required by Buyer's customers. Kenona's consent to termination or cancellation of the Contract will at all times be conditioned on Buyer's agreement to pay Kenona's cancellation charge. For finished Product, which in Kenona's judgment is readily resalable to others, the cancellation charge shall be **[15%]** of the Product's invoice price. For all other cancellations, the cancellation charge shall amount to all costs and expenses incurred by Kenona and arising out of or in connection with Buyer's order, net of recoverability, but in no event will such cancellation charge be less or more than **[10%]** of the Products' invoice price.

(c) Insistence by Buyer upon (i) cancellation or repudiation of the Contract without Kenona's prior written consent, (ii) cancellation or suspension of manufacture, processing, shipment, or delivery without Kenona's prior written consent or (iii) failure to furnish data or specifications when requested or required, may be treated by Kenona as a breach of the Contract. Such breach of the Contract will entitle Kenona to recover a reasonable profit in addition to the amount of any other losses Kenona may have sustained in reliance on such order or at Kenona's selection, in its reasonable discretion, the price of the Products.

(d) After Buyer's acceptance hereof, Kenona shall have the right to change, terminate, or cancel the Contract because of any circumstances set forth in Section 5(d) hereof or other circumstances which may be deemed by Kenona to require allocation of production or delivery by Kenona, including but not limited to the effect of any laws, ordinances, regulations, directives, or administrative or other governmental actions, the compliance with which Kenona shall deem to require such change or cancellation. No such change or cancellation by Kenona shall be deemed to be a breach of any provision, term, condition, or covenant of the Contract.

(e) Kenona may, from time to time and upon notice to Buyer, make reasonable changes to the Products, including, but not limited to, (i) changing any suppliers of raw materials, services, or goods used by Kenona in connection with Kenona's performance under the Contract; (ii) changing the location of Kenona's facility, or the location of the facility of Kenona's suppliers; (iii) increasing the price in the manner provided by Section 2; (iv) changing the nature or type of any services, raw materials or goods used by Kenona or its suppliers in connection with the Contract; or (v) changing the packing, marking, or shipping of the Products.

(f) New Contracts or Contract revisions or amendments, once accepted by Buyer, will be governed by the Terms of Sale (as may be revised from time to time) that are posted on the Company's website at [www.kenona.com](http://www.kenona.com), as of the date of acceptance of such new Contract or Contract revisions or amendments.

## **13. BUYER'S RESPONSIBILITY, ANTICIPATORY BREACH, AND DEFAULT IN PAYMENT.**

(a) If Kenona has any doubt as to Buyer's responsibility, Kenona may decline to make any further shipment or delivery hereunder, except upon receipt of satisfactory security including, but not limited to, full payment or accelerated progress payments.

(b) In the event of anticipatory breach by Buyer or if the financial condition of Buyer at any time does not, in Kenona's reasonable judgment, justify continuance of the work to be performed by Kenona hereunder on the terms of payment originally specified, Kenona may require full payment or accelerated progress payments and, in the event of bankruptcy or insolvency of Buyer, or in the event any proceeding is brought by or against Buyer under any bankruptcy or insolvency laws, Kenona shall be entitled to cancel any Contract, agreement and work then outstanding and Buyer shall reimburse Kenona for any losses, expenses, and charges incurred as a result thereof.

(c) If Buyer shall fail to make payments on the Contract or any other agreement between Buyer and Kenona in accordance with the terms hereof or thereof, Kenona may defer further shipments until such payments are made or, at its option, cancel the Contract with respect to any balance. If pursuant to this provision, Kenona shall defer any shipments or cancel in whole or in part the Contract, Buyer shall be liable for and reimburse Kenona for all losses, expenses, and damages, including any and all direct and consequential damages, incurred by Kenona as a result of such deferral or cancellation.

## **14. NO WAIVER.**

Failure by Kenona to enforce any of the terms, conditions, and limitations of the Terms of Sale or the Contract shall not constitute a waiver hereof or thereof or a waiver of any other terms, conditions, or limitations herein or therein, and the failure of Kenona to exercise any rights arising from default of Buyer or otherwise shall not constitute a waiver of such rights or any other right. No waiver by Kenona of any breach of the Terms of Sale or the Contract by Buyer shall be effective unless in writing nor operate as a waiver of any other breach. The terms, conditions, limitations and rights of Kenona may be enforced at any time in whole or in part.

**15. BINDING AGREEMENT.**

The Terms of Sale will be deemed to have been accepted by Buyer upon the earlier of: (a) within [10] days of Buyer's receipt of the Terms of Sale, unless Kenona is otherwise notified in writing, or (b) when Buyer accepts any of the Products covered by the Terms of Sale. Upon acceptance of the Terms of Sale by Buyer, Buyer consents to and accepts all of the terms, conditions, and limitations contained herein.

**16. NO ASSIGNMENT.**

Buyer may not, by operation of law or otherwise, assign its rights or delegate its obligations hereunder to any Third Party without Kenona's prior written consent, which consent it may grant or withhold in its sole discretion. Any such purported or attempted assignment or delegation shall be null and void. Kenona may assign its rights and obligations hereunder upon written notice to the Owner.

**17. APPLICABLE LAW, JURISDICTION, AND SAVINGS CLAUSE.**

(a) The local law of the State of Michigan, excluding the United Nations Convention on Contracts for the International Sales of Products, shall apply in interpreting these terms, conditions, and limitations, and shall apply to all questions arising in connection with the Terms of Sale, the acceptance hereof, the sale of the Products covered hereby, the Contract, and any claims related to the foregoing.

(b) Any proceeding arising out of the Terms of Sale, the acceptance hereof, the sale of the Products covered hereby, the Contract, or any claims relating to the foregoing may be brought by Buyer or Kenona only in the Court of Kent County, Michigan, or the United States District Court for the Western District of Michigan.

(c) If any clause or provision of the Terms of Sale is held in violation of applicable law, the Terms of Sale shall be interpreted as if such clause or provision is in full force and in effect to the extent legally permitted or, if such clause or provision is prohibited in its entirety, it shall be null and void, and the Terms of Sale as so modified shall remain in full force and effect.

**18. KENONA'S RIGHTS.**

Kenona has all rights and remedies given to sellers by applicable law, and Kenona's rights and remedies are cumulative and may be exercised from time to time by it. Kenona shall not lose any right because it has not exercised that right in the past.

**19. NOTICE.**

Any notice or other communication required or permitted in the Contract or these Terms of Sale, must be in writing and will become effective on the date of actual receipt if the date of actual receipt is a business day or on the next business day if the date of actual receipt is not a business day.