

Force Vector, Inc. Master Contract for Sales of Goods and Services

1. **Force Vector's Business.** Force Vector, Inc., an Illinois corporation ("Force Vector") sells various industrial goods as a reseller or manufacturer (the "Goods"). Force Vector also provides the following "Services": (a) Force Vector provides specifications, designs, drawings, installation, instructions, training, supervision, operation, maintenance, and repair regarding the Goods, and advice to select the Goods, (ii) Force Vector operates Goods for its customers, and (iii) and Force Vector operates equipment furnished by its customers ("Customer's Equipment") that do not comprise Force Vector's Goods.

2. **General Terms and Conditions.** Each sale of Goods and each sale of Services by Force Vector to Customer is referred to herein as a "Transaction". The provisions of this Master Contract shall apply to each Transaction. For each Transaction, the provisions of this Master Contract shall be supplemented by an "Applicable Quotation", which shall contain additional provisions for that particular Transaction, as follows: (a) one or more written quotations from Force Vector to Customer pertaining to the Transaction and referring to this Master Contract, and (b) sometimes, other writings between Force Vector and Customer, which show their mutual consent to various provisions or conditions of the Transaction. "Customer", as used herein, shall be whoever is identified as Force Vector's customer by the Applicable Quotation. If there is any conflict between this Master Contract and an Applicable Quotation, the provisions of this Master Contract shall govern, except as otherwise provided by a provision in the Applicable Quotation, which expressly states that such provision modifies this Master Contract. For each Transaction, this Master Contract and the Applicable Quotation are together referred to herein as the "Applicable Contract". The date of a Transaction and the Applicable Contract for that Transaction shall be the date specified by the Applicable Quotation for that Transaction (the "Effective Date").

3. **Integration and Entire Agreement.** Each Applicable Contract shall constitute a separate agreement between Force Vector and Customer. For each Transaction: (a) the Applicable Contract shall be deemed to contain and shall constitute the final, entire, and exclusive statement of the parties' agreement, terms, provisions, understanding, and arrangement regarding that Transaction, (b) the Applicable Contract shall supersede all prior and contemporaneous negotiations, representations, and agreements, if any, of any kind, whether electronic, written, or oral, between the parties regarding that Transaction, (c) Force Vector rejects and does not agree to terms submitted by Customer that differ from or are in addition to those contained within the Applicable Contract, (d) no action or conduct by or for either party, including sale, delivery, acceptance, rejection, or use of Goods, or the sale, provision, acceptance, or rejection of Services, is intended by either party, or shall be interpreted to indicate either party's agreement or consent to any term or provision other than those set forth within the Applicable Contract, and (e) the Applicable Contract may not be explained or supplemented by the parties' course of dealing, the parties' course of performance, by usage of trade, or by industry custom. **CUSTOMER'S ACCEPTANCE OF FORCE VECTOR'S OFFER REGARDING A TRANSACTION IS EXPRESSLY LIMITED TO THE TERMS OF THE APPLICABLE CONTRACT.**

4. **Acceptance of Applicable Quotation.** Customer shall have 30 days to accept the Applicable Quotation by notice to Force Vector. Absent Customer's acceptance notice, Customer shall be deemed to have accepted an Applicable Quotation by placing an order for the Goods or Services, by accepting delivery of the Goods, or by permitting Force Vector to furnish or begin furnishing the Services, as applicable. Customer's express or deemed acceptance of an Applicable Quotation shall also constitute Customer's acceptance of all the provisions of this Master Contract.

5. **Errors in the Applicable Quotation.** Customer shall be solely responsible for all errors in an Applicable Quotation that Customer expressly accepted or is deemed to have accepted.

6. **Trial Units.** If the Applicable Quotation indicates that the Goods are trial units, Customer shall be deemed to have purchased those Goods if Customer does not return those Goods to Force Vector within the time period provided by the Applicable Quote. The provisions of this Master Contract regarding returns of Goods shall apply to Customer's returns of the trial units.

7. **Delegate.** Force Vector may delegate its performance of all or any part of an Applicable Contract to any third party. Customer may not delegate its performance of an Applicable Contract.

8. **Delivery.** Force Vector alone shall select the method and carrier to deliver the Goods to Customer. All Goods shall be delivered F.O.B. Force Vector's facility. The date and time of a delivery shall be the date and time at which Force Vector tenders the Goods to the carrier. Customer shall be solely responsible for: (a) all delivery delays occurring on and after the date and time of the delivery, and (b) all loss of and damage to the Goods occurring from and after the date and time of the delivery. Customer shall pay Force Vector in full for the Goods within three days after Customer has knowledge or notice of the loss or damage to the Goods that occurred after delivery. The carrier's records shall conclusively resolve any dispute regarding the occurrence of a delivery.

9. **Force Vector's Delays.** All dates by which Force Vector shall provide the Goods and the Services, as indicated by the Applicable Quotation, are estimates. Force Vector shall use commercially reasonable efforts to timely provide the Goods and the Services. Customer's sole remedy for Force Vector's failure to use commercially reasonable efforts to timely provide those Goods or Services ("Force Vector's Delay") shall be to cancel the Transaction and the Applicable Contract by notice to Force Vector before Force Vector places the Goods with a carrier for delivery to Customer or before Force Vector begins providing the Services. Customer shall be deemed to have waived all claims and remedies for Force Vector's Delay absent Customer's timely cancellation of the Transaction and the Applicable Contract and instead, Customer shall be bound by the Applicable Contract for that Transaction.

10. **Withholding Goods and Services.** If Customer owes Force Vector an amount for any Transaction, Force Vector may delay delivering Goods and providing Services, whether or not they pertain to the Transaction for which Customer owes Force Vector. Upon Customer's

payment of the past-due amount, Force Vector shall thereafter furnish the withheld Goods and Services within a reasonable time, depending on the availability of the Goods, labor, materials, Force Vector's then current schedule, and all other applicable circumstances.

11. **Cancellation Not Attributable to Force Vector's Delays.** Customer shall pay Force Vector's then current cancellation charges if, on notice to Force Vector, Customer cancels its order for Services or for non-custom-made Goods before Force Vector places the Goods with a carrier for delivery to Customer or before Force Vector finishes providing the Services. Customer may cancel orders for custom-made Goods upon paying Force Vector's then current cancellation charge, but only if Force Vector has not yet begun its performance.

12. **Acceptance and Rejection of Goods.** Customer shall be deemed to have irrevocably accepted Goods, which Force Vector does not assemble, install, or operate at Customer's facility, or for which Force Vector does not supervise the assembly, installation, or operation at Customer's facility, unless Customer rejects the Goods by a notice to Force Vector, which reasonably describes the defects, within three days after delivery of the Goods to Customer, or if Force Vector installs or operates Goods, or for which Force Vector supervised the installation or operation, unless Customer rejects the Goods on notice to Force Vector within three days after Force Vector informs Customer that the installation or operation is complete, whichever is applicable under the Applicable Quotation, absent Force Vector's actual knowledge or actual notice to the contrary.

13. **Acceptance and Rejection of Services.** Customer shall be deemed to have irrevocably accepted Force Vector's Services unless Customer rejects the Services by a notice to Force Vector, which reasonably describes the defects, within 24 hours after Force Vector informs Customer that Force Vector completed the Services.

14. **Basis and Remedies for Rejection.** Customer may reject Goods and Services only if those Goods or Services do not substantially conform with the Applicable Quotation or with Force Vector's warranties provided by this Master Contract. Customer shall have the remedies provided elsewhere by this Master Contract only if Customer timely and properly rejects Goods or Services.

15. **Assembly, Installation, and Operation of the Goods.** If Customer does not engage Force Vector to assemble, install, or operate the Goods at Customer's facility, Customer shall be solely responsible to assemble, install, and operate the Goods after delivery, properly and in accordance with Force Vector's written instructions, if any.

16. **Returns.** (a) Customer may not return custom-made Goods that substantially conform with the Applicable Quotation. (b) Customer may return Goods that substantially conform with the Applicable Quotation or that Customer otherwise accepted or is deemed to have accepted ("Returned Goods") within 30 days after delivery, provided that all the following circumstances are present: (i) Within said 30 days Customer requested a return authorization from Force Vector, (ii) the Returned Goods were not used or installed while at Customer's facility, and (iii) Customer pays Force Vector a restocking fee equal to 30 percent of the price for the Returned Goods (the "Restocking Fee"). (c) All shipments of Returned Goods shall be

F.O.B. Force Vector's facility. Customer shall be solely responsible for: (i) all shipping delays occurring on and after the date and time of the shipment, and (ii) all loss of and damage to the Goods occurring during the shipment. (d) Customer shall pay Force Vector the full price for the Returned Goods under any of the following circumstances: (i) the Returned Goods are lost during shipment to Force Vector, (ii) the Returned Goods, when received by Force Vector, are not in the same condition as when shipped by Force Vector to Customer, or (iii) Customer had used or installed the Returned Goods. (e) Customer shall pay Force Vector the Restocking Fee if: (i) Customer does not place the Returned Goods for shipment to Force Vector within two days after Force Vector gives Customer the return authorization, or (ii) the return shipment to Force Vector is delayed for more than seven days after the carrier's usual shipping time.

17. **Payment.** Except as otherwise provided by the Applicable Quotation, if, as permitted by this Master Contract, Customer does not reject the Goods or Services or return the Goods, Customer shall pay Force Vector as follows: (a) within 30 days after delivery of the Goods, if Force Vector did not install or supervise the installation, (b) within 30 days after Force Vector informs Customer that the Goods are installed, if Force Vector installed or supervised the installation, and (c) within 30 days after Force Vector informs Customer that Force Vector furnished all the Services. If Customer rejects the Goods or the Services as permitted by this Master Contract, Customer shall pay Force Vector within 30 days after Force Vector corrects the defects.

18. **Taxes.** Customer shall pay all taxes and similar government charges pertaining to the Goods and the Services, including sales, use, personal property, and excise taxes, but excluding Force Vector's income taxes. If Customer is exempt from paying such taxes, Customer must deliver the appropriate exemption certificate to Force Vector when Customer accepts the Applicable Quotation.

19. **Customer Must Request Services.** Force Vector shall not be obliged to recommend Services or to warn Customer to purchase Services unless Customer requests a recommendation or warning as indicated by the Applicable Quotation. Customer shall be solely responsible for the consequences if Customer declines to request Services or a recommendation or warning regarding Services.

20. **Welding and Surface Finish Specifications.** If welding or surface finish specifications are specified within the Applicable Quotation, Customer shall be deemed to have accepted those specifications absent notice to Force Vector to the contrary before Customer accepts the Applicable Contract.

21. **Information and Circumstances Unknown by Force Vector.** Customer shall be solely responsible for all losses and liabilities arising from, connected, with, or caused by any information, condition, hazard, or circumstance involving or concerning (a) Customer's other vendors or contractors, (b) employees, facilities, tools, equipment, or business operations of Customer or its other vendors or contractors, or (c) Customer's inventory or products, of which Force Vector did not have actual knowledge or actual notice before the Effective Date of the Applicable Contract, even if before the Effective Date Force Vector should have had such knowledge or notice, or could have had such knowledge or notice by reasonable diligence, and

even if Force Vector has such knowledge or notice after the Effective Date (the “Information Unknown by Force Vector”).

22. **Information Furnished By Customer.** The following apply to each and every Transaction: (a) “Customer Information” means all the information furnished to Force Vector by Customer, or by any third party for or on Customer’s behalf, in connection with a Transaction, including: (i) drawings and specifications, and (ii) information regarding: (1) the training, education, knowledge, and skill of employees of Customer or its other vendors or contractors, (2) Customer’s current and intended business operations, (3) Customer’s facility, including changes intended by Customer, and (4) the tools, equipment, inventory, and products at Customer’s facility or that Customer intends to have at Customer’s facility. (b) Customer is required to timely give Force Vector all the Customer Information pertinent to Force Vector’s provision of the Goods and the Services. Customer is solely responsible for accuracy, suitability, and completeness of the Customer Information, and Customer is solely responsible if the Customer Information is inaccurate, unsuitable, untimely, or incomplete. (d) Force Vector may rely on the Customer Information without determining the accuracy, suitability, timeliness, or completeness thereof.

23. **Force Vector’s Marketing Materials.** The contents of Force Vector’s brochures, website, other marketing materials, demonstrations, and samples (one or more of which is “Force Vector’s Marketing Materials”) do not create any warranty by Force Vector concerning the Goods or the Services, notwithstanding anything to the contrary in or shown by Force Vector’s Marketing Materials.

24. **Force Vector’s General Warranties for Goods.** The following constitute Force Vector’s general warranties applicable to all sales of Goods: (a) The Goods manufactured by Force Vector will function in substantial conformity with the Applicable Quotation, with the drawings and specifications furnished by Force Vector, and with the Customer Information for one year after the date of delivery if Customer installs the Goods or for one year after installation if Force Vector installs the Goods. (b) Force Vector will convey merchantable title to the Goods.

25. **Warranty for Non-Manufactured Goods. FORCE VECTOR MAKES NO EXPRESS WARRANTY OR WARRANTY OF MERCHANTABILITY FOR GOODS THAT FORCE VECTOR DOES NOT MANUFACTURE. CUSTOMER’S SOLE WARRANTY FOR THOSE GOODS SHALL BE THE MANUFACTURER’S WARRANTY.**

26. **Warranties for Manufactured Goods. FORCE VECTOR MAKES NO EXPRESS WARRANTY FOR GOODS THAT FORCE VECTOR MANUFACTURES EXCEPT AS PROVIDED BY THE APPLICABLE QUOTATION.**

27. **Implied Warranty of Fitness for a Particular Purpose. FORCE VECTOR DOES NOT MAKE ANY IMPLIED WARRANTY THAT THE GOODS ARE FIT FOR A PARTICULAR PURPOSE UNLESS THE APPLICABLE QUOTATION EXPRESSLY STATES THAT CUSTOMER RELIED ON FORCE VECTOR TO SELECT THOSE GOODS.**

28. **No Implied Warranty of Noninfringement. FORCE VECTOR MAKES NO WARRANTY THAT THE GOODS WILL NOT INFRINGE ON A THIRD PARTY'S PATENT RIGHTS.**

29. **Services Warranty.** The following constitutes Force Vector's warranty applicable to all Services. Force Vector only warrants that Force Vector's Services will be reasonably workmanlike, in substantial conformance with the Applicable Quotation, and in substantial conformance with the Customer Information only if the Customer Information is accurate. **FORCE VECTOR MAKES NO WARRANTY THAT FORCE VECTOR'S TRAINING SERVICES WILL ENABLE CUSTOMER'S PERSONNEL TO PROPERLY OPERATE THE GOODS. FORCE VECTOR MAKES NO WARRANTY REGARDING THE RESULTS OF FORCE VECTOR'S SERVICES TO OPERATE OR SUPERVISE THE OPERATION OF THE GOODS IF FORCE VECTOR DID NOT ASSEMBLE THE GOODS AT CUSTOMER'S FACILITY (IF APPLICABLE), IF FORCE VECTOR DID NOT INSTALL THE GOODS, OR IF FORCE VECTOR IS OPERATING CUSTOMER'S EQUIPMENT.**

30. **Conditions to Force Vector's Warranties.** (a) Force Vector's warranties for Goods and Services require and are subject to and conditioned on the following occurring, to the extent applicable to the Transaction: (i) Labor other than furnished by Force Vector must be reasonably workmanlike. (ii) Materials, machinery, tools, and supplies other than furnished by Force Vector must be suitable, in good condition, and properly installed, operated, maintained, repaired, and replaced, (iii) Customer must provide all the items as and when specified by the Applicable Quotation, (iv) there must be no Information Unknown by Force Vector, (v) the Customer Information must be completely accurate, (vi) Customer must have all the necessary licenses and permits, and (vii) Customer and third parties must provide personnel who are capable of following Force Vector's instructions, training, and supervision. (b) If Customer does not abide by the foregoing conditions, Force Vector may cancel or cease providing the Services, and Customer shall pay Force Vector its then current cancellation fee and a reasonable part of the price for those Services. (c) The results achieved by the Goods may vary depending on the material for which the Goods are deployed and the conditions under which the Goods are operated.

31. **Customer's Remedy for Force Vector's Breach of its Warranties.** Equipment or Services are "Nonconforming" if they do not conform with, or breach, one or more of Force Vector's warranties. As Customer's exclusive remedy for Nonconforming Equipment or Nonconforming Services, Force Vector shall replace the Nonconforming Equipment and the Nonconforming Services within a reasonable time and at Force Vector's sole expense.

32. **Conditions to Customer's Remedies for Force Vector's Breach of its Warranties.** Customer's remedies for Force Vector's breach of its warranties are subject to and conditioned on the following occurring, to the extent applicable to the Transaction: (a) For Goods, if Customer does not notify Force Vector of Force Vector's warranty breach within five days after delivery if Force Vector does not install the Goods or within five days after installation by Force Vector. (b) For Services, if Customer does not notify Force Vector of Force Vector's

warranty breach when Force Vector informs Customer that Force Vector has finished providing the Services. (c) For Goods and Services, if Customer does not promptly provide Force Vector with whatever information Force Vector reasonably requests to investigate the breach, including allowing Force Vector to inspect and copy Customer's records and allowing Force Vector to interview Customer's employees, vendors, and contractors.

33. **Liability.** For each Transaction and for each Applicable Contract, "Force Vector's Liability Limit" means the greater of the amount Customer paid and still owes Force Vector for the Applicable Contract or the amount of Force Vector's insurance coverage, minus the deductible. Force Vector's liability to Customer shall not exceed Force Vector's Liability Limit for any of the following: (a) Force Vector's breach of the Applicable Contract, including Force Vector's failure to replace Nonconforming Equipment or Nonconforming Services, (b) a sudden, dangerous, or calamitous event or occurrence involving or caused by the Goods or the Services, whether or not Nonconforming, (c) Force Vector's negligent or intentional acts or omissions with respect to the Applicable Contract, the Goods, or the Services, whether or not Nonconforming, or (d) any loss of or damage to any property, or any injury to any person, including death, involving or caused by the Goods or the Services, whether or not Nonconforming.

34. **Waiver of Damages.** For any breach of an Applicable Contract by Force Vector, for Force Vector's negligent or intentional acts or omissions, and for anything else that is the subject of Force Vector's Liability Limit, Customer waives all claims against Force Vector for special, consequential, incidental, and punitive damages, and damages for lost profits and lost goodwill, whether direct or indirect, even if Force Vector was advised of or otherwise has knowledge, notice, or belief of the possibility of such damages. Customer also waives all claims against Force Vector of which Customer does not notify Force Vector within five days after Customer knows or should have known of the event, occurrence, act, or omission for or under which Customer's claim first arose, whether or not in connection with a Applicable Contract.

35. **Customer Cancellation.** Customer shall pay Force Vector the Cancellation Fee specified by the Applicable Quotation if Force Vector terminates Services as provided above or if Customer cancels or terminates cancels the Services before Force Vector finishes providing the Services.

36. **Customer Indemnity.** Customer shall reimburse Force Vector, Customer shall defend, indemnify, hold harmless Force Vector and Force Vector's shareholders, directors, officers, employees, agents, vendors, suppliers, or contractors (one or more of whom are the "Force Vector Indemnified Parties"), Customer releases and waives all claims against Force Vector and the Force Vector Indemnified Parties, and Customer shall not sue or seek contribution from Force Vector or any of the Force Vector Indemnified Parties, for any of the following: any and all occurrences, claims, damages, and liabilities, of every type and nature whatsoever, including delays, cancellations, lost profits and other losses, costs, expenses, fines, penalties, lawsuits, judgements and other proceedings, loss of or damage to any property, and injury to any person, including death, wholly or partially: (a) caused by any property owned or leased by Customer, including Customer's Equipment, but excluding the Goods, (b) caused by any employee, agent, other contractor of Customer, or any third party, or (c) due to or arising

from Information Unknown by Force Vector or any Customer Information. Customer shall also, immediately upon Force Vector's demand, reimburse Force Vector for all costs and expenses that Force Vector incurs in connection with the foregoing, including the fees of Force Vector's attorneys and contractors, the wages and salaries of Force Vector's employees, and expenses for travel, meals, and lodging.

37. **Product Changes.** Force Vector may at its sole discretion change the pattern, design, and materials of non-custom Goods, which Force Vector advertised or previously sold to Customer, without notifying Customer when or after Customer orders those Goods or accepts the Applicable Quotation for those Goods, provided the Goods still substantially conform with the Applicable Quotation and the Customer Information.

38. **Reuse of Specifications and Drawings.** Force Vector may utilize Customer Information, specifications furnished by Force Vector, and the contents of drawings furnished, modified, or reviewed by Force Vector for any purpose that Force Vector desires, except as otherwise provided by the Applicable Quotation or a non-disclosure agreement or similar agreement signed by Force Vector.

39. **Assignment.** Force Vector may assign to any third party Force Vector's rights and obligations under any Applicable Contract. Customer may not assign its rights or its obligations under any Applicable Contract.

40. **Notice.** Notices given under or concerning an Applicable Contract or a Transaction shall not cause any time period under the Applicable Contract to commence, shall not be binding on the recipient, and shall not require any action by or response from the recipient unless in writing and delivered by commercial courier; fax; email, or registered or certified mail, return receipt requested, to the parties as specified by the Applicable Quotation or to such other address or fax number as from time to time directed in a notice by a party to the other party. Delivery shall be deemed to have occurred at the date and time of actual receipt or at the date and time at which a party refuses to accept the delivery, whichever applies. If a party has moved without delivering notice of its new address or fax number to the other party, delivery shall be effective at the date and time of refusal or attempted delivery. The dates and times of delivery, attempted delivery, or refused delivery shall be as shown by the records of the courier, the sender's fax transmittal, or the United States Post Office, as applicable. Delivery shall not be deemed to have been made or refused if a recipient party's fax or email is inoperable.

41. **No Third Party Beneficiaries.** Each Applicable Contract is solely for the benefit of Force Vector and Customer. There are no third party beneficiaries of any Applicable Contract except as otherwise provided by this Master Contract with respect to the Force Vector Indemnified Parties.

42. **Force Majeure.** Force Vector's time to perform, if delayed due to anything not caused by Force Vector and beyond Force Vector's control, shall be reasonably extended, but at least by a time period equal to duration of the circumstance causing the delay.

43. **Enforcement.** Each Transaction, each Applicable Contract, and all disputes concerning a Transaction or an Applicable Contract shall be governed by the laws of the State of Illinois without utilizing conflict of law principles that would result in applying the law of any other state or nation. The parties, in all disputes between them, consent and submit to the exclusive jurisdiction and the exclusive venue of the state courts located in Will County or DuPage County, State of Illinois, and the exclusive jurisdiction and the exclusive venue of the federal courts located in Cook County, State of Illinois, and the parties waive all claims that such jurisdiction and venue is improper or inconvenient. In all lawsuits to enforce or interpret an Applicable Contract, the parties waive all rights to a jury trial, and if Force Vector is the prevailing party Force Vector shall recover, from Customer, Force Vector's costs and expenses, including the fees of Force Vector's attorneys, experts, and consultants. Force Vector shall not be required to post a bond or other security to obtain an injunction or restraining order to enforce any provision of an Applicable Contract. All unpaid past due amounts that Customer owes Force Vector shall earn simple interest at the rate of 18 percent per year or the highest lawful rate, whichever is less. Notwithstanding the foregoing jurisdiction and venue restrictions, the party in whose favor a judgment with respect to an Applicable Contract is entered may enforce that judgment in any jurisdiction and in any venue.

44. **Severability and Modification.** If a court, following the conclusion of all appeals, if any, determines that a provision of an Applicable Contract, including any provision of this Master Contract, is void or unenforceable, the balance of that Applicable Contract shall nevertheless remain enforceable, such invalidity shall not affect any other provision of that Applicable Contract which can be given effect without the invalid provision, and to that end, the parties intend that the provisions of each Applicable Contract are and shall be severable. Following the conclusion of all appeals, if any, the parties shall, if and to the extent possible, modify the void or unenforceable provision, retroactive to the Effective Date and consistent with the final court order so that the provision becomes valid and enforceable while remaining as similar as possible to the original. Otherwise, an Applicable Contract shall not be modified or rescinded except by a writing signed or acknowledged by both parties. The conduct of a party or any third party acting for or on behalf of a party contrary to an Applicable Contract shall not thereby modify that Applicable Contract. Force Vector's failure or forbearance to require Customer's compliance with an Applicable Contract, whether or not occurring on multiple occasions, shall not thereby modify that Applicable Contract, shall not excuse Customer's future compliance, and shall apply only to the specific instances of Force Vector's failure or forbearance.

45. **Interpretation.** The parties intend that the interpretation of each Applicable Contract, including this Master Contract, shall be derived only from the provisions thereof, without resort to course of dealing, usage of trade, course of performance, or any other extrinsic evidence, and shall not be construed in favor of or against either party. Whenever appropriate under the circumstances, within an Applicable Contract, including this Master Contract and including any definition: (a) the plural of any word shall mean the singular; (b) the singular of any word shall mean the plural; (c) "and" shall mean "or"; (d) "or" shall mean "and"; (e) "any" or "each" shall mean one, more than one, or all; (f) "all" shall mean any, one, or more than one; (g) words referring to persons or entities shall include associations, cooperatives, corporations, firms, general and limited partnerships, limited liability companies, natural persons, public

agencies, sole proprietors, trusts, and all other entities and enterprises; (h) the words "include," "including," and similar words shall be construed as if followed by the phrase "without limitation" or a similar phrase. (i) "parties" means Force Vector and Customer, a "party" means Force Vector or Customer, and a "third party" or "third parties" means one or more persons or entities other than Force Vector and Customer.

46. **Reliance.** When entering into an Applicable Contract: (a) neither party shall rely on any oral or written statement, representation, warranty, or promise that is not expressly set forth or referred to within that Applicable Contract, within any document that is not attached to or expressly referred to by that Applicable Contract, or is not part of the Customer Information, and (b) in particular, Customer shall not rely on the contents of Force Vector's Marketing Materials. The parties release and waive all claims, and shall not sue each other, for fraud-in-the-inducement or otherwise with respect to any statement, representation, warranty, promise, or document concerning an Applicable Contract on which the parties have hereby agreed to refrain from relying.

47. **No Additional Obligations.** Nothing within an Applicable Contract is or will be intended by the parties to impose or create, by implication or otherwise, any requirement, duty, or obligation on any party, of any kind or nature whatsoever, that is not expressly set forth or referred to within that Applicable Contract.

48. **Waiver of Contrary Claims.** For each Transaction, the parties waive all claims contrary to the provisions of the Applicable Contract.

49. **Headings.** The section headings in this Master Contract are included solely for convenience and are not intended to affect the interpretation of this Master Contract or any Applicable Quotation or to have any substantive meaning.

50. **Counterparts.** The parties may sign or acknowledge multiple copies of any part of an Applicable Quotation, which they may deliver to each other by any method, including fax or email, and each shall constitute an original if the pages containing the signatures or acknowledgments of both parties are attached thereto.

51. **Independent Advice, Opportunity to Read, No Duress.** Customer acknowledges that Customer had the opportunity to consult with Customer's own attorneys, other advisors, and consultants, concerning this Master Contract, each Applicable Quotation, and each Transaction as fully as Customer desired and as fully as Customer deemed necessary before accepting the Applicable Quotation. Customer represents and warrant to Force Vector as follows: (a) Customer had an opportunity to read this Master Contract and the Applicable Quotation as carefully as Customer desired before Customer accepted the Applicable Quotation, (b) Customer understood the contents of this Master Contract and the Applicable Quotation before Customer accepted the Applicable Quotation, and (c) Customer consented to this Master Contract and the Applicable Quotation of Customer's own free will and without duress.

52. **Authority; Binding Contract.** The individual consenting to an Applicable Contract for Customer: (a) represents and warrants to Force Vector that such individual is

authorized to give Customer's consent and that Customer's consent does not breach any other agreement to which Customer is bound, and (b) acknowledges that Force Vector will perform the Applicable Contract in reliance on such individual's foregoing representations and warranties. Each individual consenting to an Applicable Contract for Customer is personally bound by the provisions of this Master Contract and the Applicable Quotation to the extent that Customer repudiates this Master Contract or the Applicable Quotation, including Customer's claim that, for a particular Transaction, the Applicable Contract does not exclusively contain all the terms and conditions.

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