

TERMS AND CONDITIONS OF SALE – IMI AGGREGATES, LLC

These terms and conditions govern every purchase of aggregates products from IMI Aggregates, LLC, an Indiana limited liability company, or any of its Affiliates (“**Supplier**”) by any individual or entity (each, a “**Buyer**”, and together with Supplier, the “**Parties**” and each, a “**Party**”), and with any issued quotation, Purchase Order, delivery ticket or other documents or agreement referenced herein or entered into between the Parties, form an agreement between Buyer and Supplier to provide the specified aggregate products (“**Materials**”) (collectively, the “**Agreement**”). Any proposal or attempt to vary the terms of this Agreement is expressly rejected by Supplier. Buyer’s signature on any part of the Agreement or any request for Materials or acceptance of Materials each constitute Buyer’s acknowledgement that it is bound by the Agreement. Capitalized terms have the meanings set forth herein or referred to in Schedule I attached hereto.

1. Purchase and Sale of Materials. Subject to the terms and conditions of this Agreement, Buyer shall purchase from Supplier, and Supplier shall and sell to Buyer, the Materials in accordance with the terms of the applicable Purchase Order, including (a) a description of the Materials; (b) the purchase price for the Materials; and (c) the quantity of the Materials. The Parties intend for the express terms and conditions contained in this Agreement and the Basic Purchase Order Terms contained in the applicable Purchase Order to exclusively govern and control each of the Parties’ respective rights and obligations regarding the subject matter of this Agreement, and this Agreement is expressly limited to such terms and conditions. Without limitation of the foregoing, any additional, contrary, or different terms contained in any Purchase Order or other request or communication by Buyer pertaining to the sale of Materials by Supplier, and any attempt to modify, supersede, supplement or otherwise alter this Agreement, will not modify this Agreement or be binding on the Parties.

2. Purchase Orders. To the extent terms or conditions of a Purchase Order conflict with or contradict the provisions of this Agreement, the terms and conditions of this Agreement shall take precedence. Buyer shall be obligated to purchase from Supplier quantities of Materials specified in a Purchase Order, provided that Buyer shall not be in breach of the terms of a Purchase Order if it purchases up to 10% less or 10% more than the quantities of Materials specified in the Purchase Order. Either Party may cancel a previously issued or accepted Purchase Order without liability of penalty and without constituting a waiver of any of Supplier’s rights or remedies under this Agreement or any Purchase Order pursuant to the terms of Section 5 of this Agreement. In the event Buyer cancels or rejects a Purchase Order for which Supplier has already incurred cost for the special or unique raw materials, Supplier may, in its sole discretion and upon written notice to Buyer, require that Buyer purchase such raw materials from Supplier at their cost.

3. Job Schedule; Delivery, Acceptance.

3.1 Delivery and Access to Work Site. Unless otherwise expressly agreed by the Parties in writing, Supplier shall deliver the Materials to the Delivery Location. Buyer agrees to provide roadways and approaches permitting safe access of Supplier’s trucks for delivery. Supplier assumes no responsibility for deliveries beyond the public road. Where delivery is made beyond the public road, Buyer assumes responsibility for a suitable roadway from a public road to point of delivery, Buyer represents and warrants to Supplier that Buyer has agency authority from the property owner to so direct and further prospectively waive any property damage claims of such owner, and Buyer assumes responsibility for damages, including but not limited to, curb, sidewalk, driveway, or any property of the contractor or property owner or agents. Upon delivery Buyer is solely responsible to see that the Materials are handled in accordance with best construction practices. Supplier has no control over the placing or handling of Materials during unloading and does not guarantee the finished work in which the Materials are used. Buyer is solely responsible to prevent unloaded Materials from coming into contact with any material or substance which may (or actually does) adversely impact Material strength. Supplier does not guarantee and disclaims any and all responsibility for the final appearance of the Materials.

3.2 Job Schedule; Late Delivery. The Parties shall agree to a job schedule in each Purchase Order (the “**Schedule**”). The Schedule may thereafter be revised as needed by the mutual agreement of the Parties to meet the requirements of the respective project. Any time quoted for delivery is an estimate only; provided, however, that Supplier shall use commercially reasonable efforts to deliver all Materials on or before the Requested Delivery Date. Supplier shall not be held liable for delays in schedule and no delay in the shipment or delivery of any Materials relieves Buyer of its obligations under this Agreement, including accepting delivery of any remaining installment or other orders of Materials. In the event Buyer fails to comply with the Schedule, Buyer shall reimburse the other Party for all reasonable costs incurred by such Party as a result of the other Party’s failure to comply with the Schedule. Notwithstanding the foregoing, in no event shall either Party be responsible for the payment of liquidated damages.

3.3 Transfer of Title and Risk of Loss. Title to Materials shipped under any Purchase Order passes to Buyer upon Supplier’s tender of the Materials to the truck that will deliver such Materials to the Buyer at the Delivery Location. Risk of loss to Materials shipped under any Purchase Order passes to Buyer upon Supplier’s tender of the Materials to the truck that will deliver such Materials to the Buyer at the Delivery Location.

3.4 Requests for Unsuitable Materials. Supplier has the right to cancel, stop or delay in the event Supplier determines that the Materials are unsuitable. In the event Supplier is the cause of such Materials being unsuitable, Supplier shall reimburse Buyer for all reasonable expenses incurred by Buyer as a result of such cancellation or delay.

4. Price and Payment.

4.1 Price. Buyer shall purchase the Materials from Supplier at the prices set forth on the Purchase Order, if applicable, or the Board Price located at <https://www.irvmat.com/aggregate-board-prices/> (collectively, the “**Prices**”). All Prices include shipping charges, insurance, and Taxes related to the Materials, and any duties and charges of any kind imposed by any Governmental Authority with respect to, or measured by, the manufacture, sale, shipment, use, or Price of the Materials (including interest and penalties thereon).

4.2 Payment Terms. Except if Buyer disputes the details of an invoice within five (5) days of Buyer's receipt of such invoice, Buyer shall pay to Supplier all invoiced amounts within the tenth (10th) day of the month immediately following the date of delivery. In the event Buyer pays Supplier invoiced amounts earlier than the ten (10) days of the month immediately following the date of delivery, Buyer shall be entitled to a prompt payment discount as set forth on the Purchase Order, if applicable. Buyer shall make all payments in US dollars. For clarification purposes, the Parties agree that no amounts due under this Agreement or any Purchase Order, if applicable, are subject to retainage.

4.3 Invoice Dispute. In the event Buyer disputes the details of an invoice and provides notice of such dispute to Supplier within five (5) days following Buyer's receipt of such invoice, the Parties shall seek to resolve such dispute expeditiously and in good faith. Notwithstanding anything to the contrary, Buyer and Supplier shall continue performing their respective obligations under this Agreement during any such dispute, including Buyer's obligation to pay all due and undisputed invoice amounts in accordance with the terms of this Agreement and Supplier's obligation to continue to deliver Materials to Buyer as provided for under the terms of this Agreement and any Purchase Order.

4.4 Late Payments. Except for invoiced payments that Buyer has successfully disputed, Buyer shall pay interest on all late payments calculated daily and compounded monthly at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable Law. Buyer shall also reimburse Supplier for all reasonable costs incurred by Supplier in collecting any late payments, including attorneys' fees and court costs. In addition to all other remedies available under this Agreement or at Law (which Supplier does not waive by the exercise of any rights under this Agreement), if Buyer fails to pay any undisputed amounts when due under this Agreement, Supplier may (a) suspend the delivery of any Materials, (b) reject Buyer's Purchase Orders or cancel accepted Purchase Orders pursuant to the terms of Section 2 or (c) terminate this Agreement pursuant to the terms of Section 5.1.

4.5 No Set-off Right. Buyer shall not, and acknowledges that it will have no right, under this Agreement, any Purchase Order, any other agreement, document or Law to, withhold, offset, recoup or debit any amounts owed (or to become due and owing) to Supplier or any of its Affiliates, whether under this Agreement or otherwise, against any other amount owed (or to become due and owing) to it by Supplier or Supplier's Affiliates, whether relating to Supplier's or its Affiliates' breach or non-performance of this Agreement, any Purchase Order, any other agreement between (a) Buyer or any of its Affiliates and (b) Supplier or any of its Affiliates, or otherwise.

5. Termination.

5.1 Supplier's Right to Terminate. Supplier may terminate any Purchase Order or this Agreement by providing written notice to Buyer: (a) if Buyer fails to pay any amount when due under this Agreement ("**Payment Failure**"); (b) if Buyer is in material breach of any representation, warranty or covenant of Buyer under this Agreement (other than committing a Payment Failure), and either the breach cannot be cured or, if the breach can be cured, it is not cured by Buyer within a commercially reasonable period of time (in no case exceeding thirty (30) days) after Buyer's receipt of written notice of such breach; or (c) if Buyer (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due, (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency Law, (iii) makes or seeks to make a general assignment for the benefit of its creditors, or (iv) applies for or has appointed a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business. Any termination under this Section 5.1 will be effective on Buyer's receipt of Supplier's written notice of termination or such later date (if any) set forth in such notice.

5.2 Buyer's Right to Terminate. Buyer may terminate any Purchase Order, by providing written notice to Supplier: (a) if Supplier is in material breach of any representation, warranty or covenant of Supplier under this Agreement and either the breach cannot be cured or, if the breach can be cured, it is not cured by Supplier within thirty (30) days after Supplier's receipt of written notice of such breach; or (b) if Supplier (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due, (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency Law, (iii) makes or seeks to make a general assignment for the benefit of its creditors, or (iv) applies for or has appointed a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

As a condition precedent to Buyer's right to terminate any Purchase Order pursuant to this Section 5.2, within thirty (30) days following the date of Buyer's termination notice, Buyer shall pay to Supplier all amounts due to Supplier for Materials delivered by Supplier to Buyer prior to Supplier's receipt of the termination notice and reimburse Supplier for all of Supplier's out-of-pocket costs and expenses (including raw materials) incurred by Supplier prior to receipt of Buyer's termination notice that arise from or relate to this Agreement or any Purchase Order issued by Buyer to Supplier prior to Supplier's receipt of such notice (each, a "**Reimbursement Payment**"). Any termination under this Section 5.2 will be effective on the latest to occur of Supplier's receipt of Buyer's written notice of termination, Supplier's receipt of the Reimbursement Payment or such other later date (if any) set forth in such termination notice (if and to the extent that such later date is approved by Supplier in writing).

5.3 Effect of Expiration or Termination. Expiration or termination of the Agreement will not affect any rights or obligations of the Parties that: (i) come into effect upon or after termination or expiration of this Agreement; or (ii) otherwise survive the expiration or earlier termination of this Agreement pursuant to Section 11.3 and were incurred by the Parties prior to such expiration or earlier termination. Any notice of termination under this Agreement automatically operates as a cancellation of any deliveries of Materials to Buyer that are scheduled to be made subsequent to the effective date of termination, whether or not any orders for such Materials had been accepted by Supplier. With respect to any Materials that are still in transit upon termination of this Agreement, Supplier may require, in its sole discretion, that all sales and deliveries of such Materials be made on either a cash-only or certified-check basis. The Party

terminating this Agreement, or in the case of the expiration of this Agreement, each Party, shall not be liable to the other Party for any damage of any kind (whether direct or indirect) incurred by the other Party by reason of the expiration or earlier termination of this Agreement. Termination of this Agreement will not constitute a waiver of any of either Party's rights, remedies or defenses under this Agreement, at law, in equity or otherwise.

6. Certain Obligations of Buyer. Notwithstanding anything to the contrary in this Agreement, neither Buyer nor any Buyer Personnel shall: (a) make any representations, warranties, guarantees, indemnities, similar claims, or other commitments: (i) actually, apparently or ostensibly on behalf of Supplier, or (ii) to any customer or other Person with respect to the Materials, which are additional to or inconsistent with any then-existing representations, warranties, guarantees, indemnities, similar claims, or other commitments in this Agreement or any written documentation provided by Supplier to Buyer; or (b) engage in any unfair, competitive, misleading, or deceptive practices respecting Supplier, Supplier's Trademarks or the Materials, including any product disparagement.

7. Compliance with Laws. Buyer shall at all times comply with all Laws applicable to this Agreement, Buyer's performance of its obligations hereunder, and Buyer's use or sale of the Materials. Without limiting the generality of the foregoing, Buyer shall (a) at its own expense, maintain all certifications, credentials, licenses, and permits necessary to conduct its business relating to the purchase or use of the Materials and (b) not engage in any activity or transaction involving the Materials, by way of resale, lease, shipment, use or otherwise, that violates any Law.

8. Representations and Warranties.

8.1 No Representations or Warranties. Buyer and Supplier agree that Buyer is purchasing the Materials "AS IS" with any and all latent and patent defects and Supplier disclaims any warranty that the Materials are fit for a particular purpose. Buyer acknowledges and agrees that it is not relying upon any representation, statement or other assertion with respect to the condition of the Materials but is relying upon its examination of the Materials. Buyer is purchasing the Materials under the express understanding there are no express or implied warranties.

8.2 DISCLAIMER OF REPRESENTATIONS AND WARRANTIES; NON-RELIANCE. NEITHER SUPPLIER NOR ANY PERSON ON SUPPLIER'S BEHALF HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WHATSOEVER, EITHER ORAL OR WRITTEN, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. BUYER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY SUPPLIER, OR ANY OTHER PERSON ON SUPPLIER'S BEHALF.

9. Indemnification. Buyer agrees to defend, indemnify and hold harmless Supplier from any and all loss, liability, damages or costs that may be sustained by any person arising out of alleged to arise out of, or in any way related to, directly or indirectly, the sale, delivery, unloading, handling, or use of the Materials, or exposure to the Materials, whether or not caused by the negligence, breach of implied or express warranty or product liability of Supplier, so long as the damage is not caused by the sole negligence of Supplier arising out of a non-highway construction or design contract. Supplier shall have the right to select its own legal counsel. irrespective of whether the Buyer and/or the Buyer's insurance carrier affords the Supplier with a defense under a reservation of rights or without a reservation of rights. To the extent applicable law does not permit indemnity against Supplier's negligence, without limiting the foregoing duty to defend, Buyer agrees to indemnify, save, and hold harmless Supplier from and against any and all of the above referenced loss, liability, damages or costs, to the fullest extent permitted by such law. Buyer's obligation in this Section 9 will survive termination of this Agreement.

10. Limitation of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT THE OTHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED FIFTY PERCENT (50%) OF THE TOTAL OF THE AMOUNTS PAID TO SUPPLIER PURSUANT TO THIS AGREEMENT.

11. Miscellaneous.

11.1 Relationship of the Parties. The relationship between Supplier and Buyer is solely that of vendor and vendee, and they are independent contracting parties. Nothing in this Agreement creates any agency, joint venture, partnership, or other form of joint enterprise, employment, or fiduciary relationship between the Parties. Neither Party has any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, agreement, or undertaking with any third party.

11.2 Entire Agreement. This Agreement, including and together with the Basic Purchase Order Terms and any related exhibits and schedules, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein and therein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

11.3 Survival; Statute of Limitations. Subject to the limitations and other provisions of this Agreement, any term of this Agreement that, in order to give proper effect to its intent, should survive such expiration or termination, will survive the expiration or earlier termination of this Agreement for the period specified therein, or if nothing is specified for a period of twelve (12) months after such expiration or termination. All other provisions of this Agreement will not survive the expiration or earlier termination of this Agreement. Notwithstanding any right under any applicable statute of limitations to bring a claim, no Action based upon or arising in any way out of this Agreement may be brought by either Party after the expiration of the applicable survival or other period set forth in this Section 11.3 and the Parties waive the right to file any such Action after the expiration of the applicable survival or other period; provided, however, that the foregoing waiver and limitation do not apply to the collection of any amounts due to Supplier under this Agreement.

11.4 Headings. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

11.5 Electronic Communications. Buyer and Supplier agree communications pertinent to transaction(s) consummated pursuant to this Agreement may be provided by and through electronic means provided by Supplier as a service to Buyer. Buyer is required to create a personalized account for its communications with Supplier (the “**Buyer’s Account**”). Creation of Buyer’s Account requires Buyer to: (a) provide a cellular telephone number where Supplier can send and Buyer will receive written confirmations; and submit personally identifiable information (including, but not limited to, an individual’s company name, address, e-mail, and telephone number); and (b) provide an executed version of this Agreement. Buyer agrees that it will limit access to Buyer’s Account only to such persons whom Buyer authorizes (“**Authorized Persons**”). Buyer accepts the responsibility to prevent unauthorized access to Buyer’s Account, including but not limited to individuals who may have formerly been Authorized Persons. Supplier may take orders by any method it deems sufficient and all orders will be confirmed in electronic written form to Buyer’s Account. Buyer will be deemed to have received written notice of order confirmations posted by Supplier to Buyer’s Account when such confirmations are transmitted.

11.6 Amendment and Modification. Supplier may at any time modify this Agreement and disseminate notice of such modification through Buyer’s Account. Buyer accepts the responsibility to review all communications to Buyer’s Account including any modifications to this Agreement, as there will be no individual notices to any individual user regarding such changes or modifications. Users may check for new versions of this Agreement by checking www.Irvmat.com. Buyer’s continued use of Buyer’s Account will be adequate consideration for any modification, and Buyer’s acceptance of the terms and conditions in force at the time of Buyer’s use shall constitute an affirmative acknowledgment by Buyer of this Agreement, including any subsequent modifications, and Buyer’s agreement to abide and be bound by them.

11.7 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability does not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal or unenforceable, the court may modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

11.8 Waiver. No waiver under this Agreement is effective unless it is in writing, identified as a waiver to this Agreement and signed by the Party waiving its right. Any waiver authorized on one occasion is effective only in that instance and only for the purpose stated, and does not operate as a waiver on any future occasion. None of the following constitutes a waiver or estoppel of any right, remedy, power, privilege, or condition arising from this Agreement: (i) any failure or delay in exercising any right, remedy, power or privilege or in enforcing any condition under this Agreement; or (ii) any act, omission, or course of dealing between the Parties.

11.9 Cumulative Remedies. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties or otherwise.

11.10 Assignment. Neither Party shall delegate any duties nor assign any rights or claims under this Agreement or any Purchase Order without prior written consent of the other Party and any assignment hereunder, in whole or in part, or monies due or to become due, shall be void unless such Party has obtained the other Party’s prior written consent.

11.11 Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties and their respective permitted successors and permitted assigns.

11.12 No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and permitted assigns, and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

11.13 Governing Law. This Agreement, including all exhibits, schedules, attachments and appendices attached hereto and thereto, and all matters arising out of or relating to this Agreement, are governed by and construed in accordance with, the Laws of the State of Indiana, without regard to the conflict of laws provisions thereof.

11.14 Choice of Forum. Each Party irrevocably and unconditionally agrees that it shall not commence any Action, litigation or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, in any forum other than federal or state court located in the State of Indiana. Each Party agrees that a final judgment in any such Action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law.

11.15 Waiver of Jury Trial. Each Party acknowledges and agrees that any controversy that may arise under this Agreement, including any exhibits, schedules, attachments, and appendices attached to this Agreement, is likely to involve complicated and difficult issues and, therefore, each such Party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal Action arising out of or relating to this Agreement, including any exhibits, schedules, attachments, and appendices attached to this Agreement, or the transactions contemplated hereby.

11.16 Force Majeure. No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Buyer to make payments to Supplier hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("**Impacted Party**") reasonable control, including, without limitation, the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or Actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (h) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within five (5) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. In the event of a Force Majeure Event, all outstanding amounts owed from Buyer to Supplier shall continue to be due and payable pursuant to the terms of this Agreement. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remain s uncured for a period of thirty (30) consecutive days following written notice given by it under this Section 11.16 either Party may thereafter terminate this Agreement upon ten (10) days' written notice.

Schedule I - Definitions

“Action” means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory, or other, whether at law, in equity or otherwise.

“Affiliate” of a Person means any other Person that directly or indirectly, through one or more intermediaries, Controls, is Controlled by, or is under common Control with, such Person.

“Basic Purchase Order Terms” means, collectively, any one or more of the following terms specified by Buyer in a Purchase Order: (a) a list of the Materials to be purchased; (b) the quantity of each of the Materials ordered; (c) the Requested Delivery Date; (d) the unit Price for each of the Materials to be purchased; (e) the billing address; and (f) the Delivery Location. For the avoidance of doubt, the term “Basic Purchase Order Terms” does not include any general terms or conditions of any Purchase Order.

“Control” (and with correlative meanings, the terms “Controlled by” and “under common Control with”) means, with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of another Person, whether through the ownership of voting securities, by contract, or otherwise.

“Delivery Location” means the street address for delivery of the Materials specified in the applicable Purchase Order.

“Governmental Authority” means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of Law), or any arbitrator, court or tribunal of competent jurisdiction.

“Governmental Order” means any order, writ, judgment, injunction, decree, stipulation, award, or determination entered by or with any Governmental Authority.

“Law” means any statute, law, ordinance, regulation, rule, code, constitution, treaty, common law, Governmental Order, or other requirement or rule of law of any Governmental Authority.

“Person” means any individual, partnership, corporation, trust, limited liability entity, unincorporated organization, association, Governmental Authority, or any other entity.

“Personnel” of a Party means any agents, employees, contractors, or subcontractors engaged or appointed by such Party.

“Purchase Order” means Buyer’s purchase order issued to Supplier hereunder, including all terms and conditions attached to, or incorporated into, such purchase order.

“Representatives” means a Party’s Affiliates and each of their respective Personnel, officers, directors, partners, shareholders, attorneys, third-party advisors, successors, and permitted assigns.

“Requested Delivery Date” means the requested delivery date for Materials ordered hereunder that is set forth in a Purchase Order.

“Taxes” means any and all present and future sales, income, stamp, and other taxes, levies, imposts, duties, deductions, charges, fees or withholdings imposed, levied, withheld, or assessed by any Governmental Authority, together with any interest or penalties imposed thereon.

“Trademarks” means all rights in and to US and foreign trademarks, service marks, trade dress, trade names, brand names, logos, corporate names and domain names, and other similar designations of source, sponsorship, association, or origin, together with the goodwill symbolized by any of the foregoing, in each case whether registered or unregistered and including all registrations and applications for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection in any part of the world.

“US” means the United States of America.