

GENESIS SYSTEMS GROUP TERMS AND CONDITIONS OF SALE

1. **GENERAL.** These Terms and Conditions of Sale (this “Agreement”) constitute the entire agreement between Genesis Systems Group, LLC (“Genesis”), a subsidiary of IPG Photonics Corporation, and you, your subsidiaries and affiliates (“Buyer”). Genesis will not be bound by any terms of Buyer’s order. No forms of acceptance, except Genesis’s written acknowledgement sent to Buyer or Genesis’s commencement of performance, shall constitute valid acceptance of Buyer’s order. Any such acceptance is expressly conditioned on assent to the terms hereof and the exclusion of other terms. By accepting an order for (i) delivery of the products, including systems, spare parts and any upgrades (each a "Product" and collectively the "Products") or (ii) installation, maintenance or software updates (“Services”) identified in the quote or other related documents issued by Genesis, Buyer shall be deemed to have assented to the terms hereof. If tender of these terms is deemed an offer, acceptance is expressly limited to the terms hereof. A Buyer’s purchase order, acknowledgment, supplier registration forms and requirements or other writings which purport to expand, alter, or amend the Agreement are expressly rejected. This Agreement may only be amended, modified, supplemented or canceled through a written document signed by an authorized representative of Genesis. Buyer’s (1) signature on Genesis’s order acknowledgement document; or (2) failure to object to the Agreement in Genesis’s quotation (the “Quotation”) or order acknowledgement within fourteen (14) days of the date thereof; or (3) acceptance of delivery of Products or performance of Services shall constitute acceptance of this Agreement.
2. **SHIPPING.** Each Genesis Product purchased hereunder will be shipped in Genesis standard shipping cartons marked for shipment to Buyer's address on the reverse or to such other address as Buyer may specify in writing. Genesis Product(s) will be delivered EXW [INCOTERMS 2020] Genesis factory unless otherwise stated by Genesis in writing. Buyer shall pay all taxes, freight, insurance, brokerage, handling, shipping, installation and other expenses, as well as any special packing expenses, whether or not stated on the order. Unless given written instruction, Genesis shall select the carrier. Genesis shall not be liable for damages or penalty for delay in delivery or for failure to give notice of any delay, and the carrier shall not be deemed to be an agent of Genesis.
3. **PERFORMANCE, SHIPPING AND ACCEPTANCE.** Genesis will make reasonable commercial efforts to meet any estimated performance or shipment date set forth on Genesis’s quotation (the “Quotation”), however the failure to perform or ship on such dates shall not be considered a breach by Genesis and Genesis shall not be liable for any loss or damages (consequential or otherwise) due to delay in performance or shipment. Genesis’s performance shall in any event be dependent upon prompt receipt from Buyer of all blueprints, qualified parts and other information necessary for the design and manufacture of the Products, including timely provision by Buyer of an adequate number of test samples that meet the agreed upon specifications. Genesis’s obligation to make delivery of the Products or Services is contingent on Buyer’s fulfillment of any payment-related obligations of Buyer, and Buyer’s failure to satisfy such obligations shall entitle Genesis, in addition to all other available remedies in law and equity, to cancel the sales order, refuse to make further deliveries, refuse to perform further services and declare immediately due and payable all unpaid amounts for goods or services previously delivered to Buyer. Delivery of Products shall be deemed made upon transfer of possession to the carrier at the EXW point. Genesis is entitled to make partial shipments under any order without compromising Genesis’s right to decline any future shipments, and any such partial shipments shall be treated as a separate transaction and payment thereof shall be made accordingly. Except as expressly stated on the face of a Genesis sales order confirmation, each Product or Service shall be deemed accepted by Buyer upon delivery, subject to Genesis’s limited warranties and Return Materials Authorization procedures set forth below. Buyer shall inspect, test and accept the Products at Genesis’s plant before shipment and unless otherwise mutually agreed by the parties in writing, such inspection shall constitute Buyer’s final acceptance. If Buyer fails to perform such inspection, final acceptance shall be Buyer’s receipt of Products. Under no circumstances shall final acceptance exceed the date when the Product(s) is placed into full or partial production. For sale of custom Products or Services with contractually agreed upon acceptance requirements, the Products shall be considered accepted by Buyer upon the earlier to occur of (i) Buyer acceptance sign off; (ii) beneficial use of the Product or Services by Buyer or end user; or (ii) thirty (30) days after shipment. Beneficial use means using the Products or Services for purposes other than testing, including but not limited to pilot production, engineering test lots, production and device prototyping. Buyer may return any Product or reject Services or quantities not in conformity with a Genesis sales confirmation. All sales are final.
4. **INSTALLATION REQUIREMENTS; ADDITIONAL SERVICES; ON-SITE ASSISTANCE:** All installations of Products and Services shall be performed by a Genesis service technician, an individual who has successfully completed Genesis training, or an otherwise qualified individual as determined by Genesis. Any damages caused in whole or in part by improper or incomplete installation or decommissioning by unqualified personnel will not be covered under warranty. Buyer is responsible for all facility connections to the Products and must comply with Genesis installation requirements outlined in the operator’s manual. Installation delays not caused by Genesis, such as inadequate site preparation or delayed or interrupted site access, may be charged to Buyer at Genesis service rates, plus travel expenses incurred due to the delay. All installations are intended to be performed and completed in consecutive days and any interruption to the consecutive days caused by Buyer will be subject to the charges described above. Buyer shall inform all involved parties (including integrators) of such criteria and submit a completed pre-installation checklist to Genesis. In the event Buyer requests and Genesis performs Services in addition to those agreed to by Genesis in its sales order acknowledgment, including without limitation, Services for installation of the Products or application engineering, Buyer shall pay Genesis for such Services at Genesis’s prevailing standard rates for said Services, plus necessary travel and other incidental expenses, unless otherwise mutually agreed by Buyer and Genesis in writing. Buyer shall provide a safe working environment for Genesis’s employees and agents and shall take all such actions necessary to prepare for Genesis to perform such Services. Genesis’s employees and agents shall only be required to perform Services at the Buyer’s facilities during Genesis’s normal working hours unless otherwise provided for in the Quotation or order acknowledgment document, or unless Genesis and the Buyer agree on the time to be worked beyond Genesis’s normal working hours (as determined by Genesis in its sole and absolute discretion) and on a reasonable premium to be paid by Buyer for Services performed beyond Genesis’s normal working hours. Genesis shall not be responsible for (i) the failure of Buyer to satisfy any condition to Genesis performing Services, or (ii) any delay caused by the failure of Genesis and Buyer to agree on the timing and payment for Services beyond Genesis’s normal working hours.
5. **SUBSTITUTIONS AND MODIFICATIONS.** Genesis has the right to make substitutions and modifications of the specifications of the Products or Services provided that such substitutions or modifications will not materially affect overall performance of the Products or Services.
6. **SCOPE AND ORDER CHANGES.** Orders may not be canceled, terminated or suspended except by prior written consent of Genesis. After Genesis accepts Buyer’s order, by way of Genesis’s order acknowledgment document, Buyer may not make changes, additions, or alterations with respect to the Products or Services ordered including, but not limited to changes, additions, or alterations in the specifications, final plans, design, components, number of trial runs, and/or schedule of delivery of the Products, without obtaining Genesis’s written consent. If any such change to the Products or Services affects the cost of the Product or Service to be rendered, the amount to be added to the price by reason of any such change shall be determined by Genesis. All such changes shall be made in writing and executed by the Buyer and Genesis. A restocking charge of 20% of the price of the Products will be applied for the cancellation of standard items. Charges for the cancellation of Products or Services upon Genesis’s written consent will be based on non-recoverable costs and expenses (including labor) accruing to the order sustained by Genesis plus (i) 20% of the price of Products where notice of cancellation is received within 90 days of acceptance of a purchase order by Genesis or (ii) 30% of the price of the Products where notice of cancellation is received after 90 days from acceptance of a purchase order.
7. **PAYMENT TERMS.** The price of all Products and Services is EXW Genesis’s factory or facility, exclusive of insurance and all applicable Federal, state or local excise, sales, use, value-added tax (VAT), goods and services tax (GST) or other taxes (including any customs or duties) and any similar charges, all of which are payable by Buyer. The Products and/or Services covered by Genesis’s proposal therefor and the prices included in the Quotation are based upon the requirements and specifications described in the Quotation, and any change in such requirements or specifications may necessitate a price revision. Unless otherwise stated in the Genesis quotation or sales order acknowledgement, all quotations shall expire 30 calendar days after the date issued. Any order resulting from the Quotation shall be subject to change in price attributable to any revisions in the Products or scope of Services, or any related changes in specifications requested by the Buyer and agreed to by the Genesis upon acceptance of the order. No failure or delay by the Genesis in exercising such pricing changes shall constitute a waiver of its right to make such changes. Payment of the purchase price and all taxes, freight, insurance or other charges invoiced shall be made to Genesis in US dollars within 30 calendar days from date of shipment of Product(s). If Buyer is in breach of this Agreement, including delinquent in payment, or in excess of credit limits established by Genesis, Genesis may stop performance, cancel any pending order, terminate the warranty, withhold shipment or declare payable all undelivered goods under any contract with Buyer without liability. All outstanding amounts not paid when due shall accrue interest commencing on such due date at the monthly rate of 1.5% (19.56% annual rate) or the maximum rate permitted by law, whichever is less. Buyer shall be liable to Genesis for all costs Genesis incurs collecting past due amounts, including reasonable attorneys’ fees and expenses. Genesis reserves the right to require alternative payment terms including, without limitation, letter of credit or payment in advance. Payment terms and credit limits are subject to periodic review. Genesis reserves the right to modify existing payment terms from those previously granted or as stated on any valid quotation. Buyer hereby grants and Genesis reserves a purchase money security interest in each Product and Service purchased hereunder, and in any proceeds thereof, for the amount of the purchase price of such Product. Genesis’s security interest shall commence upon delivery of the Product(s) and Services and terminate upon full payment therefor. Buyer hereby irrevocably authorizes Genesis to sign on behalf of Buyer and file in the appropriate public office(s) UCC financing statements covering the Products and Services and all proceeds thereof. In the event of default by Buyer of any obligations to Genesis, Genesis will have the right to repossess the goods sold hereunder without liability to Buyer. Buyer shall make the goods available to Genesis so that Genesis can repossess them without breach of the peace, and shall cooperate fully with Genesis to execute such documents and accomplish any appropriate filings as Genesis may deem necessary for the protection of Genesis’s interests in the Products and Services. Buyer shall have no set-off or counterclaim rights whatsoever.

INTERRUPTION DUE TO BUYER. In the event of an interruption, delay (e.g., meeting a milestone schedule) or suspension of the fulfillment of an order due to any act or omission of the Buyer including, without limitation, Buyer’s inability or refusal to furnish required items (including furnishing too few test samples or test samples

that do not meet the agreed upon specifications), make progress payments, or supply final part designs and trial parts, the order shall be deemed cancelled after a period of one-hundred (100) days from the first date of interruption, delay or suspension unless other terms or remedies are mutually agreed upon by Buyer and Genesis in writing. In such an event, the cancellation shall be deemed a cancellation by Buyer subject to the cancellation charges set forth in Section 6.

8. **TERMINATION.** Genesis reserves the right to terminate the order without liability to Genesis if Buyer shall become insolvent or bankrupt or make an assignment for the benefit of creditors or consent to the appointment of a trustee or receiver, or a trustee or receiver shall be appointed for a substantial part of its property without its consent, or bankruptcy or reorganization or insolvency proceeding shall be instituted by or against Buyer.

9. **STORAGE.** In the event Buyer’s inability or wrongful refusal to accept delivery of the Products ordered, Genesis may store the Products or any part thereof at Buyer’s risk and expense. Such expense shall be invoiced and paid monthly and shall be calculated as the greater of (i) 1% of all outstanding balances related to the Product, calculated regardless of invoicing or payment status or (ii) \$3,500.

10. **PRODUCT SAFETY.** Genesis recommends for purchase the general safety devices and guards offered in the Quotation. Because Product and workplace safety is significantly affected by many factors outside of Genesis’s control (such as installation, configuration, plant layout, building acoustics, materials processed, operational procedures, and supervision and training of employees), Genesis does not represent and warrant that the Products comply with OSHA, ANSI or any other like laws, regulations or standards, which compliance shall be solely the responsibility of Buyer. Any Buyer requirements related to such compliance or for additional or alternative safety equipment must be communicated by Buyer to Genesis in writing, and Genesis shall provide Buyer with a quote for the supply thereof. Buyer shall comply with and shall require its agents and employees to comply with, all directions, safety notices, warnings, and other instructions furnished by Genesis, and shall at all times use and require its employees to use all safety devices, guards, and proper safe operating procedures. Buyer shall not remove or modify any such devices or guards. Buyer assumes all responsibility for signs, plaques, and training related to the proper use of the Products.

11. **DRAWINGS.** Any drawings furnished by Genesis with respect to a proposal indicate only the general style, arrangement and approximate dimensions of the Products, and such drawings do not constitute a warranty that the Products or their installation will conform exactly to such drawings. The Buyer agrees for itself, its successors and permitted assigns that it shall not give, loan, exhibit, or sell to any third parties or interest outside of its own company any drawing, photograph, specification or technical data furnished by Genesis or reproductions of them, and the Buyer shall not use them in any way except in connection with the installation or for making spares and repairs to the Products in its own foundries and shops. Genesis assumes no responsibility whatsoever and shall not be held liable for any damages which may be incurred by Buyer through the use of any drawing from Genesis. Genesis shall furnish prints of equipment manufactured by others and purchased by Genesis only when such prints are readily available and Genesis has the legal right to do so.

12. **TRIAL AND DEVELOPMENT PARTS; TRIAL PART RUNS.** In the event parts are required for application development and/or a trial run, Buyer shall at its sole cost and expense deliver a sufficient amount of said parts to Genesis in a timely manner. Parts used by Genesis for development purposes may not be returned to the Buyer in a condition suitable for reuse or sale. In the event Genesis has agreed in writing to perform a trial part run of the Product(s), the Buyer shall at its sole cost and expense deliver to Genesis (i) certified component trial parts that are within the required dimensional specifications, and are appropriately targeted with capability indices that are greater than the required assembly capability indices, (ii) assembly and part designs capable of automated manufacturing. Buyer understands and agrees that part designs or trial parts that produce significant variation that impacts part location or welding conditions shall result in a change of project scope with respect to the subject order and may result in additional charges to Buyer.

13. **TITLE; RISK OF LOSS; INSURANCE.** Unless otherwise agreed to in writing by Genesis, all transportation shall be at the expense of Buyer, Genesis reserving the right to ship Products freight collect and to select the means of transportation and routing. Unless otherwise advised, Genesis may insure to full value of the Products or declare full value thereof to the transportation company at the time of delivery and all such freight and insurance costs shall be for Buyer’s account. Title and risk of loss or damage shall pass to Buyer upon delivery of the Products to the transportation company at the EXW point, whether or not installation is provided by or under supervision of Genesis. Genesis shall retain title to all software delivered by Genesis, or embedded in the Products, if applicable, and use of such software by Buyer or third parties shall be limited to a license agreement provided with the Products, the assent by Buyer or third parties to such license agreement being use of the Products or as otherwise provided in such license agreement.

14. **RETURN MATERIALS AUTHORIZATION PROCEDURES.** Genesis will only accept Products or Services during the applicable warranty period that are returned under Genesis’s Return Material Authorization procedures then in effect ("RMA"). Buyer shall obtain a RMA number from Genesis prior to returning any Product or Service and return the Product or Service prepaid and insured to Genesis to the EXW point or to such other location as designated in writing by Genesis. Any Product or Service which has been returned to Genesis but which is found to meet the applicable specification for the Product and Service and not defective in workmanship and material, shall be subject to Genesis's standard examination charge in effect at the time and return shipping/insurance shall be charged to Buyer. Genesis shall be responsible for shipping costs to Buyer for claims properly covered under Genesis’s warranty.

15. **PRODUCTION ESTIMATES.** Buyer agrees and acknowledges that the operating capability of the Products is contingent upon the Buyer’s part designs, condition of materials, supervision, labor and plant conditions, maintenance of Products and other production factors which are beyond Genesis’s control. Unless otherwise expressly agreed by Genesis in the Quotation, Genesis makes no representations or warranties regarding the production capabilities or capacity of the Products, and Buyer agrees and understands that any and all statements regarding such capabilities or capacities provided by Genesis or its agents to Buyer are non-binding estimates. Buyer shall not use such estimates as acceptance criteria for receipt of the Products or payment therefor. Genesis shall not be liable for any operating deficiencies of the Products which are attributable to any such causes or conditions not specified in the order as accepted by Genesis.

16. **LIMITED EXPRESS PRODUCT WARRANTIES.** Genesis warrants to the original Buyer that Products delivered hereunder will conform to their applicable specifications and be free from defects in materials and workmanship, and that Services provided by Genesis will be performed in a workmanlike manner. These non-transferable warranties start on the shipment date from Genesis (or other date specifically referencing the warranty start date in Genesis’s sales order/order acknowledgement), and continue until the end of the warranty period listed in Genesis’s sales order/order acknowledgement. If there is no warranty period listed, then warranty period is one year. Products or major components manufactured by parties other than Genesis bear the original manufacturer’s warranty and warranty period. Buyer’s sole and exclusive remedy, and Genesis’s exclusive obligation and liability, with respect to Genesis’s warranties is, at Genesis’s sole option, (i) for Product, to repair, replace or refurbish the affected Product and correct the deficiencies and (ii) for Services, for Genesis to re-perform the affected Services. Genesis warrants repaired or replaced Products under warranty only for the remaining un-expired period of time in the original warranty or for thirty (30) days, whichever is longer. Genesis reserves the right to issue a credit note for any defective Products that have proved defective through normal usage; Buyer debit memos are not allowed. This warranty governs over any conflicting terms in Buyer’s purchase order or other Genesis documents except as expressly provided herein. This warranty excludes and does not cover defects or damage resulting from any of the following: consumables or routine replacement items such as welding torches, torch parts and contact tips; contamination of external optical surfaces; unauthorized modification, misuse or mishandling, disassembly or opening, neglect, or damage from accident; operation outside environmental specifications or product ratings; user software or interfacing; components and accessories manufactured by companies other than Genesis, which have separate warranties; improper or inadequate installation, site preparation or maintenance; or failure to follow information and precautions contained in the operating manual. For Tooling, this warranty excludes (i) labor charges and other costs associated with installing the Tooling, (ii) consumable items including, but not limited to, part locators, proximity switches, tubing and wiring, and (iii) Tooling from which guards intended to protect Tooling components have been removed. For purposes of this Agreement, the term “Tooling” shall mean any Product, or any component or sub-assemblies thereof, that is designed to directly hold, position or locate the Buyer’s piece parts or assemblies. Additional warranty exceptions, limitations and exclusions may apply as set forth in the applicable quotation and sales order/acknowledgement. All products or components (including software) identified as experimental, prototypes or to be used in field trials are not warranted and are provided to the Buyer on an “as is” basis. Genesis assumes no responsibility for Buyer or third-party supplied material, components, systems or equipment. The Buyer must give prompt notification to Genesis of any claim under the warranty in writing. Genesis has no responsibility for warranty claims more than 30 days after the Buyer discovers or becomes aware of the claimed defect. Any repairs to or alterations of the goods shipped hereunder must be authorized in writing by Genesis to prevent voiding Genesis’s warranty. Genesis’s warranty shall not be enlarged, diminished, or affected by, and no obligation or liability shall arise or grow out of, Genesis’s rendering of technical advice or services in connection with Buyer’s order of the goods hereunder. Buyer is responsible for providing appropriate utilities and operating environment as stated in the operating manual and the specifications. This warranty applies only to the original Buyer at the initial installation or delivery point. Buyer must make all claims under this warranty and no claim will be accepted from any third party. **EXCEPT FOR THE LIMITED WARRANTIES EXPRESSLY SET FORTH ABOVE, GENESIS SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES AND REPRESENTATIONS TO BUYER, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES, SUCH AS FREEDOM FROM INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. GENESIS DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF THE PRODUCT, AND SPECIFICALLY DISCLAIMS ANY WARRANTIES RELATING TO PRODUCTION RATE AND/OR OUTPUT.**

17. **LIMITATION OF REMEDIES AND LIABILITIES. THE REMEDIES PROVIDED HEREIN ARE BUYER’S SOLE AND EXCLUSIVE REMEDIES. IN NO EVENT SHALL GENESIS BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE**
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DAMAGES (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING FROM OR RELATING TO THIS ORDER OR THE PRODUCTS OR SERVICES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF PRODUCTION, LOSS OF REVENUE OR LOSS OF GOODWILL) WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY. GENESIS'S MAXIMUM LIABILITY ARISING UNDER THESE TERMS AND CONDITIONS WILL NOT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNT PAID FOR THE PRODUCTS OR SERVICES BY BUYER.

18. **INDEMNIFICATION.** Buyer shall indemnify, defend and hold harmless Genesis, its officers, directors, employees and affiliates from and against any costs, expenses (including legal counsel), damages or losses arising out of any actual, threatened or alleged action, suit, claim, judgment or settlement (a "Claim") based in whole or in part upon (i) Buyer’s breach of this Agreement, (ii) the negligent or wrongful acts or omissions of the Buyer, or any of its personnel, agents, or contractors, (iii) patent infringement by reason of any use of Genesis’s products in combination with other materials and parts or in the operation of any process of Buyer or its products or any Buyer-furnished specifications, designs, additions or instructions or (iv) any loss or damage to property or injury to persons, including without limitation, any injury, disability or death of workers or employees, caused by or in any manner incurred because of the possession, use, modification, or operation of the goods after delivery, except that Buyer shall not be liable under this section for damages arising out of or damage to property or injury to persons directly caused by or resulting from the sole gross negligence or strict liability of Genesis. All warranties in connection with such products made by Buyer or its subsidiaries or affiliates as manufacturer and/or Genesis shall not directly or impliedly obligate Genesis or any of its subsidiaries or other affiliates.

19. **INTELLECTUAL PROPERTY.** All right, title and interest in and to any inventions, discoveries, improvements, methods of manufacture, methods of use, writings, drawings, ideas, and other forms of intellectual property (“IP”), which are made, created, developed, written, conceived or first reduced to practice by Genesis solely, jointly or on its behalf, in the course of, arising out of, or as a result of work performed by Genesis, whether or not invoiced, including but not limited to work in Genesis application labs, shall be the sole and exclusive property of Genesis and are hereby assigned to Genesis. The parties specifically agree that all subsequent improvements, inventions, discoveries and copyright in works of authorship, including those in formative stages, made by either party hereto (either alone or jointly with others) improving upon or related to the work performed by Genesis from the time of conception or, in the case of works of authorship, from the time of creation, may be practiced by Genesis and are hereby licensed to Genesis if developed by a party other than Genesis and owned by Genesis if developed by Genesis. Buyer agrees to execute any further documents and take such actions as may be reasonably requested by Genesis in order to evidence said ownership by Genesis, or transfer said ownership to Genesis, including, but not limited to, causing such of its employees as may be necessary to execute a patent application and/or an assignment of an applicable patent for the benefit of Genesis. Buyer shall not copy, reverse engineer, decompile, disassemble, derive or subject to technical analysis any technology, component, module, hardware, firmware, software or other feature of the Product or Service. Buyer agrees that Genesis has sold and will sell product(s) to third parties that have the same or similar functionality to the Product (“Other Products”) or the Service (“Other Service”) and therefore Buyer will not seek to enjoin, exclude from importation, exportation, or otherwise interrupt or seek damages from Genesis for its supply, import, sale, offer for sale, distribution, or manufacture of Products, Other Products, Services or Other Services by Genesis to any third party or assert any Buyer IP right against Genesis for an indirect infringement of such Buyer IP right. Genesis’s Products and Services are protected under US and foreign trade secrets and copyrights and may be protected under US and foreign patents and patents pending.

20. **EXPORT RESTRICTIONS.** Products, Services and technical data delivered by Genesis may be subject to US export controls. Buyer shall, and shall cause its customers to, obtain all licenses, permits and approvals required by any government and shall comply with all applicable laws, rules, policies and procedures of the applicable government and other competent authorities. Buyer will indemnify and hold Genesis harmless for any violation or alleged violation by Buyer of such laws, rules, policies or procedures. Buyer shall not transmit, export or re-export, directly or indirectly, separately or as part of any system, the Products, Services or any technical data (including processes and services) received from Genesis, without first obtaining any license required by the applicable government, including without limitation, the US Government. Buyer also certifies that none of the Products, Services or technical data supplied by Genesis under this Agreement will be sold or otherwise transferred to, or made available for use by or for, any entity that is engaged in the design, development, production or use of nuclear, biological or chemical weapons or missile technology. No Buyer information will be deemed “technical data” unless Buyer specifically identifies it to Genesis as such.

21. **COMPLIANCE WITH LAWS.** Buyer assumes responsibility for compliance with all foreign, U.S. federal, state and local laws relating to the sale and use of the Products or Services sold hereunder, including without limitation all foreign, federal, state and local laws governing laser safety and safety in the workplace.

22. **CONFIDENTIAL INFORMATION.** Buyer shall hold confidential and shall not use, disclose or permit others to use any confidential information identified as such in writing or orally by Genesis or information which Buyer knows or ought to reasonably know is confidential, proprietary or trade secret information of Genesis, including, without limitation, trade secrets embodied in Products or Services. This provision does not supersede any executed non-disclosure or confidentiality agreement in place between Genesis and Buyer.

23. **ASSIGNMENT.** Buyer may not assign, pledge, or otherwise transfer this contract or any rights and obligations hereunder without the prior written approval of Genesis, which shall not be unreasonably withheld or delayed. Genesis may assign this contract and its rights and obligations hereunder to a third party, without the approval or consent of Buyer.

24. **SEVERABILITY.** If any term of this Agreement, apart from the payment, become or are declared to be unenforceable, invalid or illegal by any court of competent jurisdiction, such terms shall be null and void and shall be deemed deleted from this Agreement, but only to the extent that such term is unenforceable, invalid or illegal, it being the intent and agreement of the parties that the Agreement shall be deemed amended by modifying such terms to the extent necessary to make it legal while preserving its intent or, if that is not possible, by substituting therefore another term that is legal and achieves the same objective. All remaining terms of this Agreement shall remain in full force and effect.

25. **FORCE MAJEURE.** Genesis shall not be liable for any delay or failure in performance whatsoever due to acts of God, earthquakes, shortage of supplies, transportation difficulties, labor disputes, riots, war, terrorism, fire, explosion, epidemics, or other occurrences beyond Genesis's reasonable control or due to unforeseen circumstances.

26. **INTERPRETATION.** Interpretation of this Agreement shall be construed consistently by and against both parties and shall not be construed against the draftsperson hereof.

27. **INTEGRATION AND MERGER.** This Agreement and Genesis’s specifications constitute the entire agreement between the parties hereto concerning the subject matter of this Agreement, apart from existing non-disclosure agreements, and there are no understandings, agreements, representations, conditions, warranties, or other terms, express or implied, which are not specified herein. All prior proposals, negotiations and representations, if any, pertaining to this transaction are merged into these terms and conditions of sale.

28. **WAIVER.** Waiver or modification by Genesis of any provision herein must be in writing and shall not be deemed a waiver or modification of such provision in the future or of any other provision.

29. **ARBITRATION, JURISDICTION AND CHOICE OF LAW.** Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, shall be determined by arbitration in Davenport, Iowa before a single arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the arbitration award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking temporary or permanent equitable relief (including but not limited to temporary restraining orders or preliminary injunctions) as necessary to avoid or limit irreparable harm before the commencement of arbitration or appointment of an arbitrator, or provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The validity, interpretation and performance of this Agreement shall be governed by the laws of Iowa, as if performed wholly within the state and without giving effect to the principles of conflict of laws. The parties specifically disclaim the application of the United Nations Convention on Contracts for the International Sale of Goods. In any action seeking equitable relief or provisional remedies in aid of arbitration, Genesis and Buyer hereby irrevocably and unconditionally submit to the exclusive jurisdiction of the federal and state courts located in the State of Iowa and all courts competent to hear appeals therefrom.