

General Terms and Conditions for the Sale of Goods

1. Applicability.

a) These terms and conditions of sale (these "**Terms**") are the only terms which govern the sale of the goods ("**Goods**") by Martin Energy Group Services, LLC, a Pennsylvania limited liability company ("**Seller**") to Buyer ("**Buyer**").

b) The accompanying quotation or proposal (the "**Quote**" and these Terms (collectively, this "**Agreement**") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. No alteration or variation to the Agreement shall apply unless agreed in writing by both parties. However, Seller reserves the right to effect minor modifications and/or improvements to the Goods before delivery provided that the performance of the Goods is not adversely affected and that neither the contract price nor the delivery date is affected.

c) The express terms and conditions contained in the Agreement, these Terms, or the Quote exclusively governs and controls each Party's respective rights and obligations regarding the purchase and sale of the Goods, and the Parties' agreement is expressly limited to such terms and conditions. Notwithstanding the foregoing, if any terms and conditions contained in the Agreement or the Quote conflict with any terms and conditions contained in these Terms, the order of precedence is: (a) Special Terms and Conditions specifically outlined in the Quote; (b) these Terms; (c) the Agreement; and (d) the remaining non-conflicting terms of the relevant Quote.

d) Without limitation of anything contained in this Section 1, any additional, contrary, or different terms contained in any Confirmation, invoices, or other communications, and any other attempt to modify, supersede, supplement, or otherwise alter this Agreement, are deemed rejected by Seller and will not modify these Terms or be binding on the Parties unless such terms have been fully approved in a signed writing by authorized Representatives of both Parties.

2. Quality. Goods shall conform to Seller's drawings in compliance with applicable standards (if any) and any such standards shall be specifically identified and attached to this Agreement. Seller shall not be liable for (a) Goods supplied by third parties that may or may not be interconnected or operated in connection with Seller supplied Goods, or (b) the interconnection or compatibility of such third party supplied Goods to Seller supplied Goods.

3. Price.

a) Buyer shall purchase the Goods from Seller at the price (the "**Price**") set forth in Seller's Quote.

b) Seller reserves the right to increase the price at any time for any Force Majeure Event, price increase, Buyer caused delay, or delay in time by third party suppliers that is out of Seller's control. If the Price should be increased by Seller before delivery of the Goods to a carrier for shipment to Buyer, then these Terms shall be construed as if the increased price were originally inserted herein, and Buyer shall be billed by Seller on the basis of such increased price.

c) All Prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any Governmental Authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personnel or real or personal property or other assets.

4. Change Order. The Sale of Goods Agreement represents the entire scope of the project, any addition, subtraction, or change in scope or scale whether by time, materials, or labor will require submission of said change in writing in the form set forth in Attachment B attached hereto and must be signed by both parties. Only those changes authorized by an employee of Seller and accompanied by the appropriate fee or schedule change will result in the desired change.

5. Payment Terms.

a) Any applicable down payment shall be due upon the signing of the Agreement.

b) Payments will be invoiced 30 days in advance of the Payment Milestone due date. Buyer shall pay all invoiced amounts due to Seller within 30 days from the date of Seller's invoice or as outlined in the Payment Milestone Schedule. Buyer shall make all payments hereunder in US dollars.

c) Payments are due immediately upon notification of each payment milestone, payments are to be made by wire transfer and monies are to be in Seller's account(s) as a condition precedent to work beginning on the next milestone. Buyer shall pay

interest on all late payments at the higher of the rate of 1.8% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend performance of the Agreement (including withholding shipment) or demand full payment in the event that Buyer fails or in Seller's reasonable opinion it appears that Buyer is likely to fail to make payment when due under the Agreement or any other contract and at any time require such reasonable security for payment as Seller may deem reasonable. Buyer shall reimburse Seller for all costs and fees incurred in collecting any late payments, including, without limitation, attorney fees.

d) Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy or otherwise except for any proven defective Goods, short shipments, or improper invoices, provided, however, that under no circumstances shall any set off or deduction include claims for consequential, incidental, or special damages or exceed more than 10% of the face amount of the invoice.

6. Title and Risk of Loss.

a) Title to the Goods passes to Buyer upon payment in full of the Contract Price, including any fees or interest, if any, for such Goods.

b) Risk of loss to all Goods ordered under any Purchase Order passes to Buyer upon delivery of such Goods to the delivery location.

7. Delivery.

a) Prior to delivery, Buyer shall confirm with Seller the condition of all circumstances affecting the site (including ground conditions, existing site services, etc.) in relation to the supply, installation, and use of the Goods.

b) Any dates quoted for delivery of the Goods are only approximations. Seller shall not be responsible for any loss or liability suffered by Buyer as a result of failure or delay in the delivery of Goods.

c) Any delay in performance by Seller due to a Buyer caused delay shall entitle Seller to a day-for-day extension of any Seller milestones under this Agreement.

d) Upon Buyer being informed Equipment is "ready to ship" Buyer has 7 days to approve shipping and delivery. Any delay after this time/date may be subject to a finance charge of up to 1.8% APR per month or the highest rate allowed under applicable law, whichever is higher.

e) If for any reason Buyer fails to accept delivery of any of the Goods on the date fixed pursuant to Seller's notice that the Goods are ready to ship, or if Seller is unable to deliver the Goods to Buyer on such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Goods shall pass to Buyer; (ii) the Goods shall be deemed to have been delivered; (iii) Seller, at its option, may store the Goods until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage, loading/unloading fees, additional shipping fees, and insurance) and (iv) all final invoices shall be issued for the remaining balance on the Goods with storage costs and expenses being invoiced monthly thereafter.

f) If, in Seller's opinion, it is impractical to reach the job site to deliver the material, the place of delivery shall be deemed to be that place where the delivery truck can reasonably proceed. The price for truck delivery includes two hours' time for unloading after arrival of the truck at the place of delivery. Excess unloading time charges will be charged to Buyer. Under no circumstances will Seller be liable for any waiting time.

g) Seller will not allow any claims for shortages unless noted on the shipping papers at the time of delivery.

h) Delivery shall be made FOB Destination.

8. Installation by Buyer.

a) Where the Buyer's order is for supply and delivery of the Goods only and installation is to be carried out by Buyer or a third party, Seller shall provide commercially reasonable project support to the Buyer for the installation of the Goods for up to two (2) Business Days on the applicable site. Any further requests from the Buyer to attend the site during installation must be agreed to in writing by Seller and shall be chargeable to the client in accordance with Seller's standard schedule or rates applicable at that time.

9. **Installation by Seller.**

- a) Where the Buyer's order is for supply, delivery, and installation of the Goods, Seller shall perform the Services in accordance with Standard Industry Practices, applicable laws, applicable codes and standards, and all other terms and provisions of this Agreement.
- b) Buyer shall be responsible for all construction requirements that fall outside the scope of Seller's installation services, as detailed in the Quote. All construction work completed by Buyer or on behalf of Buyer by a third party shall be performed in accordance with Standard Industry Practices, applicable laws, applicable codes and standards, and all other terms and provisions of this Agreement.
- c) If Buyer fails to have the necessary construction work completed on time or the construction work does not meet the required specifications for the Goods, Buyer is responsible for all costs and expenses related to delaying Seller's installation services.
- d) Seller, at its sole discretion, may decline to complete installation services, if the site conditions do not meet the specifications required for the Goods to be installed. If Seller cannot complete installation services, Seller will deliver the Goods to the site and will be an Installation by Buyer.
- e) Seller shall not be liable for damage caused to the Goods due to defects in construction or site conditions. Buyer bears the risk of loss for all unforeseen site conditions whether related to the subsurface conditions or construction services completed by Buyer or on behalf of Buyer.

10. **Commissioning.** Where installation and commissioning of the Goods is included in the contract price and is governed by Seller's Terms and Conditions, the following conditions shall apply:

- a) Seller shall commission the Goods in accordance with its standard commissioning procedures and in compliance with applicable laws in the jurisdiction details of which are available upon request, and where possible Seller shall give Buyer three (3) Business Days' prior notice of the date on which Seller will undertake such commissioning, should Buyer wish to attend. Seller shall however be entitled to proceed in the absence of Buyer in which case the commissioning and tests on completion shall be deemed to have been made in the presence of Buyer. Buyer shall, prior to such commissioning, ensure that any third party performing the installation on behalf of Buyer shall complete Seller's standard request for commissioning form. Until such time when this document is completed and delivered to Seller by Buyer, Seller shall be under no obligation to commission the Goods. Buyer shall be responsible for ensuring that the Goods are installed in accordance with manufacturer's recommendations and best practice and shall indemnify Seller for all loss or damage to the Goods. On completion of commissioning Buyer shall sign and deliver to Seller an acceptance certificate (the "Acceptance Certificate") confirming that Buyer accepts the Goods and the Services as complying with the requirement of this Agreement. To the extent that the commissioning becomes delayed due to any factor which is not the sole responsibility of Seller, then Seller shall be entitled to recover any reasonable costs associated with such delay, including all abortive costs, and/or any other cost implications resulting directly from delay and re-scheduling of the commissioning of the Goods.
- b) Seller shall carry out the service(s) only during Seller's hours of operation, where Seller agrees to Buyer's request that overtime be worked, Buyer shall be responsible for said overtime costs and expenses.
- c) Where services are performed at Buyer's location, Buyer shall provide free and unrestricted access to the site, proper and safe storage and protection of all Goods, tools, equipment, and materials on site.

11. **Purchase Money Security Interest.** To secure Buyer's prompt and complete payment and performance of any and all present and future indebtedness, obligations and liabilities of Buyer to Seller, Buyer hereby grants Seller a first-priority security interest, with priority over all other liens, claims, and encumbrances, in all inventory of Goods purchased by Buyer from Seller, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. Until Seller is paid in full, Buyer shall keep the Goods separate from those of Buyer and third parties and properly protected and insured at its full replacement value with Seller identified as the owner. Buyer acknowledges that, to the extent permissible in accordance with applicable law, the security interest granted under this section is a purchase-money security interest under Missouri law. Seller may file a financing statement for such security interest limited to such inventory. Buyer also authorizes Seller to execute, on Buyer's behalf, such statements or other documentation necessary to perfect

Seller's security interest in such Goods. Seller shall be entitled to all applicable rights and remedies of a secured party under applicable Law.

12. **Inspection and Rejection of Nonconforming Goods.**

- a) The Goods, where practicable, will be inspected and subject to the manufacturer's standard factory tests before dispatch and delivery. Any additional tests or inspection (including inspection and/or witness of the tests by the Buyer) or supply of test certificates shall be subject to prior written agreement by Seller and Buyer shall pay for the cost of inspection. Material is to be furnished subject to manufacturing and commercial variations and the practices of Seller. If inspection by an inspector designated by Buyer is a requirement, such inspection shall be made at the place of manufacture before shipment. Approval and release of the material by an inspector designated by Buyer shall constitute a determination binding upon Buyer that the material meets all requirement specifications.
- b) Buyer shall inspect the Goods within seven (7) days of receipt ("**Inspection Period**"). Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as required by Seller. "**Nonconforming Goods**" means only the following: (i) product shipped is different than identified in Seller's Quote; or (ii) product's label or packaging incorrectly identifies its contents.
- c) If Buyer timely notifies Seller of any Nonconforming Goods, Seller shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit or refund the Price for such Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall ship, at its expense and risk of loss, the Nonconforming Goods to Seller's facility located at 70150 Hwy 50 Tipton, MO 65081. If Seller exercises its option to replace Nonconforming Goods, Seller shall, after receiving Buyer's shipment of Nonconforming Goods, ship to Buyer, at Buyer's expense and risk of loss, the replaced Goods to the Delivery Point.
- d) Buyer acknowledges and agrees that the remedies set forth in this Agreement are Buyer's exclusive remedies for the delivery of Nonconforming Goods. Except as provided under this Agreement, all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under this Agreement to Seller.

13. **Limited Warranty.**

- a) All Goods manufactured by Seller are warranted to be free of defects in workmanship and material for a period of 12 months following the earlier of: (i) the time of startup of the Goods or (ii) 6 months following the date of readiness to ship. During such period Seller will, without cost to Buyer, at Seller's option, either (a) repair any such defective Goods; (b) furnish replacement Goods; or (c) grant a credit to Buyer's account limited to the cost of repair or replacement of the defective Goods. Defective conditions in the materials caused by third parties, acts of God, defective installation, other trades, abnormal use or stress or other matters unrelated to Seller's activities are specifically excluded from the coverage of this warranty.
- b) **THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED IN LIEU OF ANY AND ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER REMEDIES. THESE ARE THE ONLY REMEDIES OF BUYER FOR ANY BREACH OF WARRANTY OR ANY OTHER CLAIM. SELLER'S TOTAL LIABILITY ARISING OUT OF THE SUPPLYING OF THE MATERIALS, OR THE USE OF THE MATERIALS, WHETHER ON WARRANTIES OR CLAIM OF NEGLIGENCE, OR OTHERWISE, SHALL NOT IN ANY CASE EXCEED THE COST PAID BY BUYER TO SELLER FOR THE MATERIALS AND IN NO CASE SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES.**

14. **Indemnification.** Buyer agrees to indemnify and hold Seller harmless from all claims, demands, and costs, including reasonable attorney fees, made by third parties against Seller relating to Buyer's use or installation of materials, and to pay any costs and expenses incurred by Seller to enforce Buyer's obligations, including, without limitation, the costs of collection for any unpaid amounts owed to Seller by Buyer.

15. **End Use.** Buyer represents that the Goods or services it purchases from Seller shall not be applied by Buyer to, or resold by Buyer for application to, any critical end use (i.e. an application in which the failure of the Goods could reasonably result in widespread or catastrophic property damage, injury, or death). If such Goods or services are applied to such end use, Buyer shall indemnify and hold Seller harmless for any injury, fatal or nonfatal, to any person or for any damage to property, incident to arising out of such application, including, without limitation any loss resulting from radioactive, toxic, explosive, or other hazardous inherently dangerous properties of source materials.

16. **Limitation of Liability.**

a) **IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**

b) **IN NO EVENT SHALL SELLER'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 THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS SOLD HEREUNDER.**

c) **SELLER MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THIS AGREEMENT OR THE GOODS AS IT RELATES TO ANY APPLICATION OR PURSUIT OF ANY TAX CREDITS, INCENTIVES, OR LIKE ENDEAVORS.**

d) The limitation of liability set forth in this Section shall not apply to (i) liability resulting from Seller's gross negligence or willful misconduct and (ii) death or bodily injury resulting from Seller's acts or omissions.

17. **Termination.** In addition to any remedies that may be provided under these Terms, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Agreement, and such failure continues for thirty (30) days after Buyer's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

Either party shall be entitled to terminate this Agreement by written notice to the other if the other party commits any material breach of any of the provisions of this Agreement including a failure to pay any sum or sums due under this Agreement and, in the event such breach is capable of remedy, fail to remedy the same within twenty (20) Business Days after receipt of a written notice giving reasonable particulars of the breach and requiring it to be remedied. In the event of Seller termination due to Buyer's default hereunder, Seller shall, without prejudice to the other rights and remedies available to Seller, be entitled to recover from Buyer all reasonable costs and expenses incurred up to the date of termination in respect of the Goods and Services, including a reasonable allowance for overhead and profit. To the extent any damages required to be paid hereunder are liquidated, the parties acknowledge that the damages are difficult or impossible to determine, or otherwise obtaining an adequate remedy is inconvenient and the damages calculated hereunder constitute a reasonable approximation of the harm or loss and do not constitute a penalty.

If Buyer cancels its order, Buyer shall be liable to the following charges as reasonable approximations of the damages Seller will experience due to the termination in addition to any above payment:

Number of Days After Seller Order Acceptance	Termination Charge - Percent of Contract Price
Less than 21 Days	15%
21 – 61 Days	30%
62 – 72+ Days	80%
Upon Readiness to Ship	100%

18. **Waiver.** No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

19. **Confidential Information.** All non-public, confidential or proprietary information of Seller, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Buyer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

20. **Intellectual Property.** Buyer acknowledges and agrees that nothing in this Agreement shall entitle it to any rights in or to the Intellectual Property of Seller or any associated company of Seller or to any goodwill attaching thereto and Buyer further acknowledges that it shall not acquire any right in respect thereof. Buyer is granted a non-exclusive, non-transferable, except in connection with the transfer of the Goods, royalty-free single user license to use any Software supplied as part of the Goods. Buyer acknowledges and agrees to use, or permit the Software to be used, only in the operation of the Goods. Such use shall not be to the detriment of Seller. Buyer agrees not to remove, deface or modify any registered or unregistered trademark or logo of Seller or any manufacturer of any part of the Goods which is affixed to the Goods. Buyer warrants that any drawings and written technical information, where the information has been provided by Buyer or any other third party, shall not cause Seller to infringe any Intellectual Property in the performance of its obligations under this Agreement and otherwise shall indemnify Seller against all reasonable loss, damages, costs and expenses incurred by Seller in connection with this Agreement. Buyer will hold Seller harmless against all intellectual property infringement liabilities, demands, damages, expenses, or losses brought by a third person that arise out of any use, sale, or other disposition of the Goods.

21. **Force Majeure.** The Seller shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller including, without limitation, acts of God, flood, fire, earthquake, storm, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, pandemic, including COVID-19, Sars-CoV-2 or any other related strand, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, utilities shortage, or telecommunication breakdown or power outage, and any other hindrances beyond the control of the Seller which diminish, delay or prevent production, shipment, acceptance or use of the Goods, or make it an unreasonable proposition, shall relieve the Seller from its obligation to supply, as long as and to the extent that the hindrance prevails. If because of a Force Majeure event, performance is delayed by more than eight weeks, either party shall have the right to cancel the contract. Should Seller's suppliers fail to supply Seller in whole

or in part, Seller shall not be under obligation to purchase from other sources. In such cases, Seller shall have the right to distribute the available quantities among its Buyers while at the same time considering its captive requirements.

22. **Assignment.** Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.

23. **Relationship of the Parties.** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

24. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

25. **Governing Law.** All matters arising out of or relating to this Agreement is governed by and construed in accordance with the internal laws of the State of Missouri without giving effect to any choice or conflict of law provision or rule (whether of the State of Missouri or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Missouri.

26. **Dispute Resolution.** The Parties agree to use their best efforts to resolve all disputes as rapidly as possible on a fair and equitable basis. If the dispute cannot be settled through direct discussions between Buyer and Seller within thirty (30) days of the notification of the dispute (or such other period of time as mutually agreed by the Parties), the Parties agree to submit the dispute to mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration. The Parties agree that mediation shall be completed within sixty (60) days of either Party making a request for mediation, as provided for under the American Arbitration Association Commercial Mediation Procedures. The Parties further agree that any unresolved controversy or claim arising out of an alleged breach of this Agreement shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Each Party shall bear its own costs and expenses and an equal share of the arbitrators' and administrative fees of arbitration. Except as may be required by law, neither a Party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both Parties.

27. **Notices.** All notices, request, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at their principal place of business. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section. Buyer notices should be outlined in the Quote.

Seller:

Martin Energy Group Services, LLC
70150 Hwy 50
Tipton, MO 65081
sales@martinenergygroup.com
With mandatory copy to Legal Counsel.

28. **Amendment and Modification.** These Terms may only be amended or modified in a writing which specifically states that it amends these Terms and is signed by an authorized representative of each party.

29. **Conflict of Terms.** These Terms shall prevail over any provision in the Quote or any Change Order, that is in conflict with, or inconsistent with, any provision of these Terms, unless otherwise agreed to in writing by both parties.

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30. **Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

31. **Compliance with Law.** Buyer shall comply with all applicable laws, regulations, and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement. Buyer shall comply with all export and import laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by Buyer. Buyer assumes all responsibility for shipments of Goods requiring any government import clearance. Seller may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on Goods.

32. **Survival.** Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Compliance with Law, Confidential Information, Governing Law, Arbitration, and Survival.