

GUARDIAR SOLUTIONS INC. STANDARD TERMS AND CONDITIONS OF SERVICES

1. **Applicability.** All sales and services by Guardiar Solutions Inc., a Georgia corporation ("Guardiar"), are subject to these Standard Terms and Conditions of Services (these "Terms and Conditions"), unless expressly varied in a specific contract executed by Guardiar. These Terms and Conditions, together with any Guardiar quotation or proposal to which they are attached (a "Proposal"), constitute the entire agreement between Guardiar and the party to whom the Proposal is addressed ("Buyer") as it relates to Buyer's purchase of the products (the "Products") and/or services ("Services") described in such Proposal, and supersede any and all prior or contemporaneous written or oral agreements, correspondence, quotations, understandings, negotiations or discussions between Buyer and Guardiar with respect to their subject matter.

2. **Services.** Guardiar Solutions Inc. shall provide the services to Buyer as described in the Proposal (the "Services") in accordance with these Terms and Conditions.

3. **Proposals.** Any Proposal accompanying these Terms and Conditions shall constitute only an offer by Guardiar to Buyer to perform the Services described in the Proposal (collectively, the "Work"), as applicable, subject to these Terms and Conditions. Neither the Proposal nor these Terms and Conditions shall constitute an acceptance of any offer made by Buyer. If, notwithstanding the foregoing, any acceptance of an offer by Buyer is deemed to be made hereby, such acceptance is expressly conditioned upon Buyer's assent to these Terms and Conditions. Guardiar hereby objects to any additional or different terms that may be contained in any of Buyer's Proposals, acknowledgements or other forms, or in any other communication received from Buyer. All inconsistent or additional terms, modifications, or changes are deemed material, are expressly rejected, and do not form a part of these Terms and Conditions unless Guardiar agrees to such terms in writing. TERMS THAT ARE PRINTED ON OR CONTAINED IN A PROPOSAL OR OTHER FORM PREPARED BY BUYER THAT ARE ADDITIONAL TO, IN CONFLICT WITH, OR INCONSISTENT WITH THESE TERMS AND CONDITIONS ARE, UNLESS SPECIFICALLY AGREED TO IN WRITING BY A DULY AUTHORIZED REPRESENTATIVE OF GUARDIAR, REJECTED BY GUARDIAR AND SHALL HAVE NO FORCE OR EFFECT.

4. **Acceptance.** No order shall be binding on Guardiar until one (1) signed copy of these Terms and Conditions is returned a copy of the Proposal. No order may be cancelled or varied after acceptance by Guardiar without Guardiar's express written consent, which consent may be withheld in Guardiar's sole discretion.

5. **Prices; Taxes and Fees.** Unless otherwise specified in writing, price quotations contained on a Proposal or otherwise, are valid for a maximum of 30 days. Unless otherwise stated in the Proposal, all prices are exclusive of any applicable federal, state or local sales, use, excise, other similar taxes, delivery and transportation fees, and all such taxes and fees related to the Products shall be the responsibility of Buyer. Quoted prices are based upon the quantity and type of Product specified, and may be changed at any time prior to Guardiar's acceptance of a Proposal.

6. **Payment Terms.** Unless otherwise agreed to in writing by Guardiar, payment for all invoices is due as follows: (i) 100% of the purchase price is due upon completion of services or (ii), net thirty (30) days from the date of invoice with approved credit, or as expressly set forth in the Proposal. If Buyer fails to meet credit limit requirements per stated payment terms with Guardiar Solutions Inc., Buyer may be required to provide an irrevocable letter of credit or payment bond. In the event Services are performed under a Service Agreement Contract, payment will be described in offering and due net thirty (30) days from the date of invoice with approved credit, in each case in US dollars, without set off or deduction. Buyer shall pay interest in all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. If Buyer fails to make any payment when due, Buyer shall be liable for all costs and expenses related to collection of past due amounts, including reasonable attorneys' fees. Furthermore, in the event Buyer fails to pay for any Services on time and in full, Guardiar Solutions Inc. shall have the right to cease such Services and any other Services for Buyer.

7. **Buyer Obligations.** Buyer shall: (i) grant to Guardiar a right of unhindered entry into the worksites where Services will be performed ("Worksites") to deliver or collect materials, tools, or equipment and to perform the Services; (ii) respond promptly to any Guardiar request to provide direction, information, approvals, authorizations or decisions that are

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reasonably necessary for Guardiar to perform Services in accordance with the requirements of these Terms and Conditions or Proposal; (iii) provide such Buyer materials or information as Guardiar may reasonably request to carry out the Services in a timely manner and ensure that such Buyer materials or information are complete and accurate in all material respects; and (iv) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start. The right of entry granted hereunder shall not be terminated by a single use, but shall authorize multiple entries as when and where required.

8. Worksite Conditions. All prices and schedules presume (i) the existence of suitable conditions for the placement at the Worksite(s) of all equipment and materials reasonably necessary to perform the Services, (ii) the existence of conditions as per Buyer's plan documents and/or specifications, and (iii) that access to the Worksite(s) will be granted by Buyer or the applicable owner of the property where the Worksite is located in a method suitable to allow unhindered access to the Worksite for the delivery of all materials and equipment by all persons required to perform the contemplated Services and to perform such Services on normal business days during usual business hours. Any variances in these conditions may require additional payment to be made by Buyer as shall be determined by Guardiar based upon the conditions encountered and actual and administrative costs incurred as a result of such variances and/or may require delays or changes in the scope of work. Guardiar shall not be responsible for any clean up on site, except to the extent any cleanup which may be required, in Guardiar's sole option, is caused by services provided by Guardiar.

9. Buyer's Acts or Omissions. If Guardiar's performance of its obligations under these Terms and Conditions is prevented or delayed by any act or omission of Buyer or its agents, subcontractors, consultants or employees, Guardiar shall not be deemed in breach of its obligations under these Terms and Conditions or otherwise liable for any costs, charges or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay.

10. Security Interest. As collateral security for the payment of all amounts due from Buyer, Buyer grants to Guardiar a lien and security interest in and to all of the right, title, and interest of Buyer in, to the products purchased by Buyer as described in a Proposal ("Products"), in the parts and accessories attached to

the Products, and in the proceeds of such Products, 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. At Guardiar's request, Buyer will promptly sign financing statements and any other documents appropriate to perfect and/or continue the security interest; provided that Buyer authorizes Guardiar to file any such financing statements or other documents to perfect this security interest at any time.

11. Schedule; Delivery; Risk of Loss. Any stated delivery time for Services or Products represents Guardiar's intended or typical delivery time, but actual delivery times may vary. Guardiar reserves the right to limit quantities of Products at any time. Unless otherwise agreed, all sales of Products are FOB Guardiar's shipping point, and title and risk of loss or damage transfers to Buyer at that point or, if delivered directly by Guardiar, upon delivery to Buyer. Guardiar shall bear any risk of loss or damage to the Product until completion of delivery as set forth in the Proposal, at which time risk of loss or damage shall pass to Buyer. If for any reason Buyer fails to accept delivery of any of the Products on the agreed upon date identified on the Proposal or other writing exchanged between the Parties, or if Guardiar is unable to deliver the Products on such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Products shall pass to Buyer; (ii) the Products shall be deemed to have been delivered; and (iii) Guardiar, at its option, may store the Products until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance). Any liability of Guardiar for non-delivery of the Products shall be limited to replacing the Products within a reasonable time or adjusting the invoice respecting such Products to reflect the actual quantity delivered. Guardiar agrees to produce and install the Products based upon the delivery and installation schedules identified in a Proposal, as may be amended or modified in writing between the parties. Buyer acknowledges and agrees that the purchase price identified on a Proposal is expressly contingent upon (i) all Work being continuously and consecutively performed in a logical sequence in accordance with applicable production and installation schedules; and (ii) Guardiar's production and installation of all Products identified on the Proposal (i.e. Guardiar will not accept split orders). Buyer acknowledges that the purchase price is based on the premises that Guardiar owes no duty, obligation or liability to Buyer as a result of any delay, interference, suspension, re-sequence, disruption or other event, provided that such delays are not directly attributable

to Guardiari. Should Guardiari's performance, in whole or in part, be interfered with, delayed, re-sequenced, disrupted or suspended in the commencement, prosecution or completion, for reasons beyond Guardiari's control, and without any fault or negligence on its part contributing thereto, Guardiari shall be entitled to (x) an extension of time to complete the Work and (y) compensation from Buyer for any damages, rentals, losses, or costs incurred by Guardiari as a result of any such delays, re-sequencing, disruption, or suspension.

12. **Inspection; Claims.** Buyer shall carefully inspect all Products and shipping documents promptly upon delivery. No claim for shortages or Products damaged during delivery will be valid or enforceable against Guardiari unless (a) Buyer notifies Guardiari in writing specifying in detail the shortage or damage within five days from the date of delivery; (b) Buyer returns the damaged Products to Guardiari within 10 days following delivery; (c) upon return, Guardiari confirms such damage; and (d) Buyer has fulfilled all of the payment terms. Buyer's notice must be accompanied by the original freight bill, with notation on the face thereof by an authorized agent for the carrier as to the Products claimed to be short or damaged during transit. Buyer shall be deemed to have waived any claim for shortages or Products damaged in transit if Buyer fails to so notify Guardiari within five (5) days following delivery. Any processing or use of the Products by Buyer, other than return to Guardiari, shall be conclusive as to Buyer's acceptance of the Products as being satisfactory and in accordance with these Terms and Conditions. Buyer acknowledges and agrees that the remedies set forth in this Section 8 are Buyer's exclusive remedies for the delivery nonconforming Products.

13. **Cancellation and Returns.** Buyer may not cancel any order of Services or Products for Buyer's convenience without Guardiari's prior written consent. Guardiari may, in its sole opinion, authorize Buyer in writing to cancel Services or Products normally carried in Guardiari's inventory. Any cancellation so authorized shall be subject to a cancellation charge of 15% of the purchase price. Buyer may not cancel any processed Services already performed or Products, specially manufactured Products, or Products not normally carried in Guardiari's inventory.

14. **Changes.** Guardiari shall have the right to make changes to the Services, drawings, designs, requirements, specifications, materials, packaging, hardware and equipment, time and place of performance, delivery, and method of transportation stated in an PO, through the use of a Change Order

("Change Order"). Buyer shall submit a request for a Change Order, to be approved by Guardiari, should such changes cause an increase or decrease in the cost or the time required for performance under the PO. Buyer agrees to accept such changes, once mutually agreed upon in writing

15. **Indemnification.** (a) **Generally.** Buyer agrees to defend, indemnify and hold Guardiari, and its respective officers, directors and employees harmless from and against all claims, demands, liabilities, losses, damages, suits, judgments, costs, expenses and reasonable attorney's fees (collectively, "Claims") including those arising, in any manner, out of or resulting from bodily injury, sickness, disease or death of any person or persons, or damage to or destruction of property, including any resulting loss of use arising from breach of contract or any non-conforming Work, including but not limited to, latent defects or environmental liability, except to the extent that any such Claims are the result of the gross negligence of Guardiari.

(b) **Infringement.** Guardiari shall, at its expense, defend any Claim, brought against Buyer by an unaffiliated third party that Products delivered under these Terms and Conditions infringes that party's valid U.S. copyright or patent or misappropriates that party's trade secret and shall pay all costs, damages and attorney's fees that a court finally awards against Buyer or that are included in a settlement approved in advance by Guardiari ; provided that Buyer gives prompt written notice to Guardiari of any such claim, action or allegation and allows Guardiari to control, and cooperates with Guardiari in, the defense and any related settlement negotiations. In the event of any such claim, Guardiari shall, at its option, (x) use its commercially reasonable efforts to procure for Buyer a license to use the Product; (y) use its commercially reasonable efforts to modify the Products so as not to infringe any third party's intellectual property rights, provided that such modification results in the goods or services being equally suitable and functionally equivalent; or (z) Guardiari shall provide Buyer with substitute or replacement goods and/or services and a right to use the same, provided that such goods and/or services shall (alone or in combination with the portion of the Products not subject to the third party's claim) perform in an equally suitable and functionally equivalent manner. In the event that any of (x), (y), or (z) above are not practicable using commercially reasonable efforts, then Guardiari will refund any fees paid by Buyer for the relevant Products. The obligations of Guardiari set forth in this Section 11(b) shall not apply to the extent the infringement (i) arises as a result of modifications to the Product made by any

party other than Guardiar or Guardiar's authorized representative, if such infringement would not have occurred without such modification, or (ii) is due to the use of the Product in conjunction or combination with any materials, if such infringement would not have occurred without such conjunction or combination. This Section 11(b) states the entire liability of Guardiar with respect to infringement of any patent, copyright, trade secret or other proprietary right.

16. Limited Services Warranty. (i) Guardiar represents and warrants to Buyer that it shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement. (ii) Guardiar shall not be liable for a breach of the warranty set forth in Section 16(i) unless Buyer gives written notice of the defective Services, reasonably described, to Guardiar within seven (7) days of the time when Buyer discovers or should have discovered that the Services were defective. (iii) In the event Guardiar receives timely notification of defective services, then Guardiar shall, at its sole discretion, either (x) repair or re-perform such Services (or the defective part); or (y) credit or refund the price of such Services at the pro rata contract rate. THE REMEDIES SET FORTH IN SECTION 16 (iii) SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND GUARDIAR'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 16(i). EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 16, SERVICE PROVIDER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES, INCLUDING ANY WARRANTY OF MERCHANTABILITY; OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR WARRANTY OF TITLE; OR WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

17. Limited Products Warranty. Guardiar warrants that Products shall be free from defects in material and workmanship at the time of shipment from Guardiar's facility or other place of shipment. THIS LIMITED WARRANTY IS THE ONLY WARRANTY MADE BY GUARDIAR, AND IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED

WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ANY STATEMENTS MADE BY EMPLOYEES, AGENTS OF GUARDIAR OR OTHERS REGARDING THE PRODUCTS OR WORK. THE SOLE AND EXCLUSIVE REMEDY OF BUYER FOR ANY BREACH OF THE FOREGOING WARRANTY SHALL BE REPLACEMENT OR REPAIR OF THE PRODUCTS AND/OR WORK OR A REFUND OF THE PURCHASE PRICE OF SUCH PRODUCTS AND/OR WORK, WHICH REMEDY SHALL BE DETERMINED BY GUARDIAR IN GUARDIAR'S SOLE DISCRETION. Products manufactured by a third party ("Third Party Product") may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Goods. Third Party Products are not covered by the warranty in Section 12. For the avoidance of doubt, GUARDIAR MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. THE REMEDIES SET FORTH IN THIS SECTION 17 SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND GUARDIAR'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH HEREIN. Any description of the products, whether made in writing or orally by Guardiar or Guardiar's agents, or in any Proposal, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets, catalogues, product brochures, photographs and/or other illustrations are for the sole purpose of identifying the Products and shall not be construed as an express warranty and shall not form part of the terms of the transaction between Guardiar and Buyer unless expressly confirmed to be such in writing by Guardiar.

18. Limitation of Liability. (A) IN NO EVENT SHALL GUARDIAR BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR LOST PROFITS OR OTHER INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS

OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT GUARDIAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. (B) IN NO EVENT SHALL GUARDIAR 'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE PURCHASE PRICE The aforementioned limitations of liability shall not apply to (i) liability resulting from Guardiar's gross negligence or willful misconduct and (ii) death or bodily injury resulting from Guardiar's acts or omissions.

19. Intellectual Property. All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights") in and to all documents, work product and other materials that are delivered to Buyer under these Terms and Conditions or Proposal or prepared by or on behalf of Guardiar in the course of performing the Services, including any items identified as such in the Proposal (collectively, the "Deliverables") shall be owned by Guardiar . Guardiar hereby grants to Buyer a license to use all Intellectual Property Rights free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicensable, fully paid-up, royalty-free and perpetual basis to the extent necessary to enable Buyer to make use of the Deliverables and the Services. As between Buyer and Guardiar, all intellectual property rights relating to Products shall be and remain the exclusive property of Guardiar. The sale of Products by Guardiar does not confer any right or license upon Buyer to use or exploit in any way intellectual property rights subsisting in or relating to such Products. Buyer agrees not to copy, alter, modify, reverse engineer, or attempt to derive the composition or underlying information, structure or ideas of any Product or Confidential Information and must not remove, overprint, deface or change any notice of confidentiality, copyright, trademark, logo, legend on any Product or on notices of ownership or Confidential information it receives from Guardiar .

20. Confidential Information. All non-public, confidential or proprietary information of Guardiar, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data,

business operations, customer lists, pricing, discounts or rebates, disclosed by Guardiar 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 these Terms and Conditions or Order is confidential, solely for the use of performing the Order and may not be disclosed or copied unless authorized in advance by Guardiar in writing. Upon Guardiar's request, Buyer shall promptly return all documents and other materials received from Guardiar. Guardiar shall be entitled to injunctive relief for any violation of this Section 14. This Section 14 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.

21. Force Majeure. Guardiar shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached these Terms and Conditions, for any delay or failure in fulfilling or performing any term of these Terms and Conditions or any Order when and to the extent such failure or delay is caused by or results from acts beyond Guardiar's control, including but not limited to: acts of God, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riots, or other civil unrest, national emergency, revolution, insurrection, epidemic, vandalism, sabotage, explosions, accidents, fires, earthquakes, floods, lockouts, strikes, labor disputes (whether or not relating to either party's workforce), mechanical breakdown, shortages or delays in obtaining suitable parts or equipment, material, power outage, labor or transportation, governmental actions, acts of any unit of government or a governmental agency, or any similar cause, the non-occurrence of which was a basic assumption of the parties.

22. Termination. Guardiar may terminate these Terms and Conditions with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Agreement or any Order and such failure continues for seven (7) days after Buyer's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of these Terms and Conditions; 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.

23. Assignment. Neither party may delegate or assign its rights or obligations without the other party's prior written consent, except that Guardiar may assign its rights and obligations to an affiliate upon

prior written notice to Buyer. Any delegation or assignment without such written consent shall be null and void, and without any legal force or effect. Notwithstanding Guardiar's consent to any assignment or delegation by Buyer, these Terms and Conditions shall be fully binding on Buyer, its successors and permitted assigns.

24. Third-Party Beneficiaries. These Terms and Conditions are 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 or grant upon any third party any legal or equitable rights, benefits or remedies of any nature whatsoever under or by reason of these Terms and Conditions.

25. Waiver. Any waiver of these Terms and Conditions, to be valid or binding, must be in writing and signed by the party against which such waiver is to be enforced, and shall not constitute a continuing waiver of any other breach or default, and acceptance by Guardiar of any payments with knowledge of any breach or default shall not constitute such waiver. No omission or delay by either party in exercising any right, power or privilege shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or exercise of any other right, power, or privilege.

26. Governing Law; Disputes. These Terms and Conditions and any subsequent Proposals between Guardiar and Buyer shall be governed by and construed in accordance with the laws of the State of Texas without regard to the principles of conflicts of law. Any controversy or claim arising out of or relating to these Terms and Conditions or any Proposal shall be resolved through binding arbitration before a sole arbitrator in Texas, administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitrator shall have the authority to award any remedy or relief that a court in Texas, applying Georgia law, could order or grant, excluding punitive damages. All fees and expenses owed to the arbitrator shall be paid equally by Guardiar and Buyer. Judgment upon any award rendered by the arbitrator, including any injunctive relief, may be entered in any court, federal or state, having jurisdiction. In the event of any claim, dispute or controversy arising out of or relating to these Terms and Conditions, the prevailing party shall be entitled to recover its attorneys' fees, arbitration costs and court costs from the non-prevailing party.

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 the addresses set forth on the face of the Order or to such other address that may be designated by the receiving party in writing. 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.

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

29. Relationship of the Parties. 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.

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31. Conflict. In the event there is any inconsistency between any of these Terms and Conditions and a Proposal, these Terms and Conditions shall prevail unless the Proposal expressly states that the terms and conditions of the Proposal shall control.

32. Severability. In the event that any provision of these Terms and Conditions is determined to be unenforceable or invalid under any applicable law or be so held by applicable court or arbitration decision, such unenforceability or invalidity shall not render these Terms and Conditions unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court or arbitration decision.

33. Survival. The provisions of these Terms and Conditions, which by their nature should survive will remain in force and effect after any termination or expiration of these Terms and Conditions including, but not limited to, the following provisions: 5, 10, 15, 16, 17, 18, 19, 20, 21, 24, and 26.