

## GENERAL TERMS AND CONDITIONS FOR SUPPLY OF GOODS

1. **DEFINITIONS.** As used in these General Terms and Conditions for Supply of Goods, the following words and phrases shall have the meanings stated below.

“Agreement” means these General Terms and Conditions for Supply of Goods entered into between the Parties.

“Affiliate” of any specified person or entity means any other person or entity directly or indirectly controlling or controlled by or under direct or indirect common control with such specified person or entity. For the purposes of this definition, control when used with respect to any specified entity means the power to direct the management and policies of such entity directly or indirectly, through the ownership of voting securities or the right to elect the majority of the members of the board of directors of such entity; and the terms controlling and controlled have meanings correlative to the foregoing.

“Buyer” means the buyer of the Goods referenced in the Invoice.

“Credit Agreement” means any credit agreement that Seller and Buyer may have previously entered into.

“Confidential Information” means any pricing, terms, information, data, trade secrets, know-how, drawings, manuals, specifications, standards, designs, plans, maps, manufacturing and production procedures and techniques, models, sketches, samples, formulations, project specific calculations, instruments, software and computer records, and other business and technical documentation, information and materials belonging to Seller, regardless of whether it is marked as confidential or not or the form in which it is communicated or maintained (whether in writing, electronically, digitally or otherwise).

“Delivery Date” means the date that the Goods are delivered to Buyer.

“Goods” means the goods that Seller has agreed to supply to Buyer.

“Invoice” means the invoice issued by Seller in connection with the sale of the Goods.

“NORM” means naturally occurring radioactive material.

“Parties” means Buyer and Seller, collectively.

“Seller” means Triple-S Steel Holdings, Inc., a Texas corporation, or the applicable Affiliate of Triple-S Steel Holdings, Inc. referenced in the Invoice.

“Specifications” means the description and specifications of the Goods set forth in the Invoice.

2. **ENTIRE AGREEMENT.**

(a) The Agreement, the Invoice and any Credit Agreement represent the entire agreement of the Parties in relation to the sale of the Goods and supersedes any and all prior agreements with respect to the subject matter of the Agreement. Seller’s acceptance of Buyer’s order, the Invoice, including shipments to Buyer in response to any telephone orders, or Buyer’s acceptance of Seller’s offer or quotation containing these General Terms and Conditions for Supply of Goods shall constitute acceptance by Buyer of the Agreement.

(b) No representations other than those set forth in the Agreement shall be deemed made. Any conflicting terms contained in any written document (including any correspondence between Buyer and Seller), unless incorporated herein by a typed or handwritten addition hereto expressly accepted by Seller or a document signed by Seller making reference to this clause, shall be of no force or effect and these General Terms and Conditions for Supply of Goods shall apply.

3. **DELIVERY OF GOODS.** Seller shall deliver the Goods to Buyer per the terms of, and within the delivery schedule set forth in, the Invoice. If Seller for any reason anticipates difficulty in complying with the delivery schedule, Seller shall notify Buyer in writing.

4. **PAYMENT.**

(a) Buyer agrees to pay the full Sales Price as specified in the Invoice. The Sales Price is subject to and contingent upon Buyer purchasing the entire quantity of Goods identified in Buyer’s order. If Buyer purchases less than the entire quantity of Goods identified in Buyer’s order, Seller reserves the right to increase the Sales Price. The Sales Price is valid only if the Goods are shipped within fifteen (15) days of sales acknowledgement. Unless Buyer has been notified by Seller otherwise in writing, after this fifteen (15) day period, Seller reserves the right to raise the Sales Price in accordance with any published mill increases.

(b) The Sales Price may not include, and Buyer is responsible for paying, all sales, use, excise or other taxes upon the sale or use of the Goods covered by the Invoice. The Invoice may not be altered, amended, supplemented, or cancelled without Seller’s express written consent. Any amounts owed hereunder by Buyer shall be paid by check or wire transfer, in immediately available funds, to the bank account designated by Seller in the Invoice. The Sales Price provided to Buyer shall be kept confidential except to the extent Buyer is required by law to disclose the same.

(c) Interest shall accrue on the unpaid portion of the Invoice at a rate of one and one-half percent (1.5%) per month (18% per annum), or, if lower, the highest rate permitted by law on past due accounts.

(d) In the event of non-payment, Buyer agrees to pay to Seller: (1) all costs of collection and incidental damages incurred by Seller, including, but not limited to, reasonable attorneys' fees and expenses; (2) any commercially reasonable charges, expenses or commissions incurred in stopping delivery; (3) additional transportation charges; and, (4) Seller's net additional expense incurred for the care and custody of the Goods in connection with their return or resale. In the event of any claim or legal action brought by Buyer for any cause whatsoever, Buyer shall have no rights of retention or set-off. If Buyer defaults in any payment due hereunder or fails to comply with any of the terms hereof, Seller or any officer of the law may take immediate possession of the Goods without demand, and for this purpose, may enter the premises of Buyer where the Goods may be located and remove them.

(e) Prices on Seller's website, catalogs or in Seller's quotes are subject to change without notice, and all such prices expire and become invalid if not accepted within ten (10) days from the date of issue, unless otherwise noted by Seller in writing. Price extensions, if made, are for Buyer's convenience only, and they, as well as any mathematical, stenographic or clerical errors, are not binding on Seller.

5. **RETURNS.** No Goods may be returned, and no order may be canceled, in whole or in part, without the prior written consent of Seller. If Seller consents to a return, Seller may assess a restocking fee.

6. **PURCHASE MONEY SECURITY INTEREST.** Buyer grants to Seller a security interest in the Goods, as well as a security interest in any goods made or fabricated therefrom and the proceeds thereof, and agrees that said security interest secures any and all obligations of Buyer at any time owing to the Seller, whether now existing or hereinafter incurred. Buyer hereby authorizes Seller to file a copy of the Agreement and any Invoice as a financing statement at any time.

7. **TITLE AND RISK OF LOSS.** Title, and risk of loss for destruction or damage, to the Goods will pass from Seller to Buyer upon delivery of the Goods to Buyer in accordance with Section 3.

8. **INSPECTION.**

(a) Buyer shall (1) inspect Goods for transportation-related damage or shortage immediately upon delivery; (2) describe any such damage or shortage on the bill of lading; and (3) immediately report the damage or shortage to Seller. Buyer may not reject or revoke the acceptance of any Goods or fail to make payment for any Goods without filing a claim with proof of such damage or non-conformance. The claim must include photographs and a copy of the original bill of lading signed by Buyer noting in detail the claimed damage or non-conformance.

(b) Buyer shall provide written notice to Seller of any damaged or non-conforming Goods within five (5) days after the Delivery Date. Failure to give written notice within the aforesaid period shall release Seller from any liability thereof.

(c) Buyer agrees to set aside, protect and hold such damaged or non-conforming Goods, at Buyer's sole cost, until Seller can make arrangements for the return of Goods to Seller's facilities. In no event shall damaged or non-conforming Goods be returned, reworked or scrapped by Buyer without Seller's prior written authorization.

(d) Upon notification that Buyer wishes to make a return for damaged or non-conforming Goods, Buyer shall submit its proofs of claim to Seller, as well as any additional information that Seller may reasonably require to establish the validity of the claim. Seller reserves the right to require the submission of a sample of the damaged or non-conforming Goods.

9. **TAXES.** Any taxes, including, but not limited to sales, use, excise, Goods and Services Tax (GST) and Value Added Tax (VAT), that Seller is required to collect or pay with respect to the sale, shipment or delivery of the Goods pursuant to the Agreement are the responsibility of Buyer, and Buyer agrees to either provide Seller with written proof of exemption from such taxes, pay such taxes directly or reimburse Seller should Seller be required by law to collect and remit such charges.

10. **LIMITATION OF LIABILITY.**

(a) Buyer acknowledges that Seller is only a reseller of the Goods and is not the manufacturer of the Goods and, therefore, Seller will not be liable for any defects in the Goods or any damages caused by any defects in the Goods. Buyer agrees that any claims that Buyer may have for any defects in the Goods shall be solely against the manufacturer of the Goods. Seller shall reasonably cooperate with Buyer in making any such claims against the manufacturer of the Goods so long as the same is at no cost or liability to Seller.

(b) SELLER'S LIABILITY, IN EXCESS OF THE COST TO REPLACE OR REPAIR NON-CONFORMING GOODS, FOR DAMAGES, COSTS, EXPENSES AND LOSSES HOWEVER ARISING FROM OR RELATED TO THE FULFILLMENT OR THE NON-FULFILLMENT OF THE AGREEMENT, WHETHER BASED IN LAW, STATUTE, COMMON LAW, CONTRACT, TORT, WARRANTY, STRICT LIABILITY, PRODUCTS LIABILITY, EQUITY OR OTHERWISE, SHALL BE LIMITED TO THE COMPENSATION OF DIRECT DAMAGES, COSTS, EXPENSES AND LOSSES AND SUCH COMPENSATION SHALL BE LIMITED TO THE AMOUNT THAT BUYER PAID SELLER FOR THE GOODS.

(c) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR DAMAGES FOR LOSS OF PROFITS, INCOME, REVENUE OR PRODUCTION, NOR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF GOODS OR OTHER PRODUCTS, FINANCIAL LOSS, COST OF CAPITAL, COST INCURRED IN CONNECTION WITH LABOR, OVERHEAD, GENERAL ADMINISTRATION, TRANSPORTATION, SUBSTITUTE FACILITIES, SUPPLY SOURCES) OR OTHER SIMILAR DAMAGES, WARRANTY, STRICT LIABILITY, PRODUCTS LIABILITY, WHETHER ANY SUCH LIABILITY WOULD BE BASED IN LAW, STATUTE, COMMON LAW, CONTRACT, TORT, EQUITY OR OTHERWISE.

(d) IN NO EVENT SHALL SELLER BE LIABLE FOR (1) POLLUTION, CONTAMINATION OR RADIATION DAMAGE (INCLUDING THE COST OF CONTAINMENT, CLEANUP AND DISPOSAL), AND (2) SUBSURFACE LOSS OR DAMAGE, INCLUDING LOSS OF OR DAMAGE TO ANY RESERVOIR, FORMATION, STRATA, WELL, OR BOREHOLE OR IN-

HOLE EQUIPMENT, OR IMPAIRMENT OF ANY PROPERTY RIGHT TO WATER, OIL, GAS OR OTHER MINERAL SUBSTANCES, AND (3) DAMAGE, LOSS OR DESTRUCTION, OR PERSONAL INJURY OR DEATH ARISING ON THE SURFACE AS A RESULT OF SUBSURFACE OCCURRENCE (INCLUDING DAMAGE TO OR LOSS OR DESTRUCTION OF ANY EQUIPMENT, DRILLING RIG, PLATFORM OR OTHER FIXED OR FLOATING STRUCTURE AT OR AROUND THE WELL SITE), AND (4) KILLING OR REGAINING CONTROL OF A WILD WELL, OR REDRILLING, REWORKING OR FISHING (INCLUDING THE COST THEREOF).

(e) This limitation of liability is a material basis for the Parties' bargain and reflects the bargained-for allocation of risks between Seller and Buyer, without which Seller would not have agreed to provide the Goods at the Sales Price charged.

11. **INDEMNITY.** Buyer shall indemnify, defend, release and hold harmless Seller and its Affiliates, and their respective directors, officers, employees and agents from and against all demands, claims, suits, damages, losses, judgments and liabilities of whatever kind or nature, including, without limitation, reasonable attorneys' fees, expenses and other costs of litigation, fines, penalties or assessments asserted against or suffered by the indemnitees by reason of, arising out of, or in any way related to, Buyer's use (or any subsequent end-user's use) of the Goods or Buyer's negligence or willful misconduct. Without limitation, Buyer's obligation to indemnify, defend, release and hold the indemnitees harmless shall exist with respect to accidents, occurrences, disease, injuries to persons (including death), environmental or other property damage, property or economic losses, and violation of applicable law or regulation.
12. **WARRANTY.** Seller warrants that, for a period of thirty (30) days after the Delivery Date (the "Warranty Period"), the Goods will meet the Specifications (the "Warranty"). The Warranty does not extend to any surplus or secondary material. If, within the Warranty Period, Buyer discovers any breach of the Warranty, Buyer shall give Seller written notice within the Warranty Period and an opportunity to inspect any Goods furnished hereunder which Buyer claims do not conform to Warranty and, if Seller determines that there has been a breach of the Warranty, Seller will, at Seller's option, promptly repair or replace without cost the Goods in question or refund the purchase price paid for such Goods. Seller's liability under the Warranty shall be limited to repair or replacement of the non-conforming Goods or refund of the purchase price paid for such Goods. In no event shall Seller be responsible for retrieving non-conforming Goods or be liable to Buyer for any delay or curtailment of operations, pollution or cost of dismantling and removal of Goods to be repaired or replaced, resulting from non-conforming Goods. EXCEPT FOR THE WARRANTY, SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, RESULT, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, OR ANY IMPLIED WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. THE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, TERMS, REPRESENTATIONS, GUARANTEES OR LIABILITIES, WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED OR STATUTORY, AND SUCH OTHER WARRANTIES, TERMS, REPRESENTATIONS, GUARANTEES OR LIABILITIES, BASED IN LAW, STATUTE, COMMON LAW, CONTRACT, TORT, EQUITY OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY AND NEGLIGENCE) ARE DISCLAIMED. SELLER'S WARRANTY OBLIGATIONS HEREUNDER, AND BUYER'S REMEDIES ARE SOLELY AND EXCLUSIVELY AS STATED IN THIS SECTION. NO EMPLOYEE OR REPRESENTATIVE OF SELLER IS AUTHORIZED TO CHANGE THE WARRANTY IN ANY WAY OR GRANT ANY OTHER WARRANTY. Seller shall not have any warranty obligations with respect to any Good, or part thereof, which: (i) is normally consumed in operation, (ii) has a normal life inherently shorter than the Warranty Period, (iii) is not properly stored, installed, maintained or repaired, or is modified other than pursuant to Seller's instructions or approval, or (iv) has been subjected to any other kind of detrimental exposure, or has been involved in an accident.
13. **PREVENTION AND CONTROL OF RADIOACTIVE CONTAMINATION; NORM.** Seller places prime importance on detecting products potentially contaminated with NORM. Buyer shall take all reasonable measures to detect and prevent from delivering to Seller any products, equipment, ancillaries, materials, personnel's clothing (including, without limitation, the return or delivery to Seller of Goods provided by Seller to Buyer under the Agreement) potentially contaminated with NORM. Upon delivery of such products or Goods, Buyer shall provide a certificate attesting that all such products or Goods have been scanned with a detector with adequate scale to measure the values set forth herein and found to contain not more than 50 micro Rontgen ( $\mu\text{R}$ ) per hour or 0.5 micro Sievert ( $\mu\text{Sv}$ ), including background radiation, or less of gamma radiation activity. In addition, such certificate shall include, without limitation, the following detailed information: (i) description of the analyzed material (including quantity of material); (ii) description of the performed scans; (iii) maximum values of gamma radiation activity detected, (iv) name of the company that performed the scan and name and signature of the person responsible for such scan that shall be duly qualified according to applicable local regulations; and (v) identification of the equipment used to perform the scan and the date of its latest calibration. Failure to request any such certificate shall not relieve Buyer from the strict compliance of the obligations set forth herein. Upon receipt of the certificate and before accepting the products or Goods, Seller's representative may take all the necessary counter measures to comply with local regulations and its internal policies. If Buyer fails to provide the certificate or such certificate does not include the above mentioned information or does not certify that all products or Goods have been scanned with an adequate radioactivity detector and found to contain 50 micro Rontgen ( $\mu\text{R}$ ) or less per hour or 0.5 micro Sievert or less per hour ( $\mu\text{Sv}$ ) including background radiation or less of gamma radiation activity, such products or Goods shall be considered by Seller as potentially contaminated with NORM and Seller shall, in addition to any other rights or remedies under law, be entitled to refuse delivery of products or Goods or to return to Buyer the same. All costs and expenses incurred by Seller in respect of the returned or rejected products or Goods shall be charged to Buyer. Notwithstanding the foregoing, Buyer agrees to protect, defend, indemnify

and hold Seller, its Affiliates and subcontractors harmless from and against all liabilities, claims, demands, actions, damages, losses and expenses, including court costs and reasonable attorneys' fees, of every type and character, without limit and without regard to the cause or causes thereof, which (i) arise out of or are related in any way to the subject matter of this Section and which are asserted against, or incurred by, Seller, its Affiliates or their subcontractors (including without limitation due to personal injury or death) and/or (ii) Seller, its Affiliates or their subcontractors may incur as a consequence of or in connection with the breach of any of the above mentioned obligations, WHETHER OR NOT CAUSED BY THE JOINT AND/OR CONCURRENT NEGLIGENCE OF THE SELLER, ITS AFFILIATES AND SUBCONTRACTORS. If local regulations set stricter requirements than those established herein, local regulations shall be followed by Buyer.

14. **MSDS CAUTION. WHEN CERTAIN MATERIALS ARE SUBJECTED TO WELDING, CUTTING, GRINDING OR OTHER FABRICATION OPERATIONS, HAZARDOUS SUBSTANCES AND/OR FUMES MAY BE RELEASED, CONTACT SELLER FOR MATERIAL SAFETY DATA SHEETS ON THE GOODS.**
15. **EXPORT CONTROL.** Any sale hereunder shall at all times be in strict conformity with all relevant export control laws and regulations. Buyer shall at all times in connection with the performance of the Agreement be in compliance with all economic sanctions and export control regimes applicable to any party to the Agreement, including but not limited to the United Nations, United States, and European Union regimes. Buyer shall not make any disposition by way of trans-shipment, re-export, diversion or otherwise, of the Goods, except as said laws and regulations may expressly permit, and no such disposition or transfer will be made other than to the ultimate country of destination specified in the Invoice or as declared as the country of ultimate destination on the Invoice. Any act or omission or failure of Buyer to act in compliance with the foregoing that results in Seller, including its Affiliates, or any of the parties involved in the transaction ("Indemnified Parties") being subject to any governmental or authority investigation or violation of applicable laws, including, without limitation, the imposition of fines and penalties, Buyer shall reimburse all Indemnified Parties for and release, defend, indemnify and hold harmless the Indemnified Parties (including banks involved) against any claim, demand, liability, loss or damage imposed by the applicable governmental authority arising out from such an action, omission or failure to act or as a result of Buyer's breach of its obligations under this Section. Neither Seller nor any of the Indemnified Parties assume any liability to Buyer or to any other person for Buyer's acts of non-compliance with export control laws, sanctions, restrictive measures and embargoes.
16. **FORCE MAJEURE.** Seller is not liable for a failure to perform any of its obligations in so far as Seller proves (i) that the failure was due to an impediment beyond its control; (ii) that it could not reasonably be expected to have taken the impediment and its effects upon its ability to perform into account at the time of the execution of the Agreement, and (iii) that it could not reasonably have avoided or overcome it or at least its effects; including, but not limited to, pandemics, epidemics, war, whether declared or not, civil war, riots and revolutions, acts of piracy, acts of sabotage, natural disasters such as violent storms, cyclones, earthquakes, tidal waves, floods, destruction by lightning, explosions, fires, breakdown or destruction of machines, of factories, and of any kind of installations boycotts, strikes and lock-outs of all kinds, work slowdowns, occupation of factories and premises, and work stoppages which occur in Seller's enterprise, lack of or inability to obtain raw materials, fuels or supplies, acts of Buyer or civil or military authority, whether lawful or unlawful, apart from acts for which Seller has assumed the risk by virtue of other provisions of the Agreement. A ground of relief under this clause relieves Seller from damages, penalties and other contractual sanctions to the extent that the ground persists. Further it postpones the time for performance, for such period as may be reasonable, thereby excluding Buyer's right, if any, to terminate or rescind the Agreement. If the grounds of relief persist for more than sixty (60) days, either Party shall be entitled to terminate the Agreement with prior written notice. Each Party may retain what it has received from the performance of the Agreement carried out prior to the termination. Each Party must account to the other for any unjust enrichment resulting from such performance. The payment of the final balance shall be made without delay.
17. **CONFIDENTIALITY.**
  - (a) Buyer acknowledges that in connection with the sale of the Goods, Buyer has received or will receive from Seller certain proprietary and Confidential Information, which is of substantial proprietary value to Seller, including, but not limited to, the price being charged to Buyer for the Goods.
  - (b) Buyer agrees to hold in strict confidence, and not to disclose to third parties or use for any purpose other than the purpose of the Agreement, any Confidential Information.
  - (c) Buyer shall be liable for any loss or damage to any Confidential Information, and shall not be released from its obligations of confidentiality, non-use and non-disclosure until and unless: (i) Confidential Information becomes non-confidential information without any breach of this Agreement or (ii) Seller releases Buyer from its confidentiality obligations hereunder by written notice.
  - (d) All technical documents developed by Seller and to be provided to Buyer as part of the obligations assumed hereunder, including any copyright therein, shall be the sole property of Seller and shall always be treated as confidential.
18. **ASSIGNMENT.** Buyer shall not assign any of its rights or delegate any of its obligations under the Agreement without the prior written consent of Seller. Any purported assignment or delegation is null and void. No assignment or delegation shall relieve Buyer of any of its obligations under the Agreement.
19. **GOVERNING LAW.** THE AGREEMENT SHALL BE GOVERNED BY, AND CONFIRMED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD FOR ITS CONFLICTS OF LAWS PROVISIONS.
20. **DISPUTES.** THE PARTIES AGREE THAT IN THE EVENT OF A DISPUTE OR ANY ALLEGATION OF BREACH CONCERNING THE PARTIES' PERFORMANCE UNDER THE TERMS OF THE AGREEMENT, THAT THE PARTIES SHALL, FOR A PERIOD NOT TO EXCEED THIRTY (30) DAYS FOLLOWING NOTICE BY ONE PARTY TO THE OTHER

PARTY THAT A DISPUTE EXISTS, ENDEAVOR TO RESOLVE SUCH DISPUTE THROUGH GOOD FAITH NEGOTIATIONS. IN THE EVENT THAT THE PARTIES FAIL TO RESOLVE THEIR DISPUTE IN THE FOREGOING MANNER, THE ALLEGED BREACH OR DISPUTE SHALL BE SUBMITTED TO NON-BINDING MEDIATION AS A CONDITION PRECEDENT TO THE INSTITUTION OF LEGAL PROCEEDINGS BY EITHER PARTY. THE PARTIES SHALL THE MEDIATOR'S FEE AND ANY FILING FEES EQUALLY. THE MEDIATION SHALL BE HELD IN HARRIS COUNTY, TEXAS, UNLESS ANOTHER LOCATION IS MUTUALLY AGREED UPON BY THE PARTIES. ANY SETTLEMENT AGREEMENTS REACHED THROUGH MEDIATION SHALL BE ENFORCEABLE AS SETTLEMENT AGREEMENTS IN ANY COURT HAVING JURISDICTION THEREOF. IF THE BREACH OR DISPUTE IS NOT RESOLVED BY MEDIATION, THE PARTIES WILL SUBMIT THE BREACH OR DISPUTE TO THE DISTRICT COURTS IN HARRIS COUNTY, TEXAS OR THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF TEXAS (HOUSTON DIVISION).

21. **DEFAULT.**

(a) If Buyer defaults in any of its obligations under the Agreement, Seller shall be entitled to (i) terminate totally or partially its obligations under the Agreement and any other agreements with Buyer or (ii) suspend totally or partially deliveries of Goods under the Agreement and any other agreements with Buyer. For such purposes, Seller will give Buyer written notice of termination or suspension, which shall become effective if Buyer does not remedy its default within thirty (30) days from receipt of Seller's notice.

(b) If Seller fails to commence actions to remedy any default of its obligations under the Agreement within thirty (30) days from written notice given by Buyer, then Buyer may terminate the Agreement without penalty or liability except for amounts payable in respect of Goods previously supplied to Buyer.

(c) In the event that Buyer becomes voluntarily or involuntarily the subject of proceedings under any bankruptcy or insolvency law, or other legal procedure for the relief of financially distressed debtors, or is unable, or, admits in writing its inability, to pay its debts as they mature, or takes or suffers any action for its liquidation or dissolution, or has a receiver or liquidator appointed for all or any part of its assets and, in the event any act of the aforesaid character is involuntary, then Seller will be entitled to immediately terminate the Agreement by giving it written notice of termination.

22. **SEVERABILITY.** The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision of the Agreement. If any part of the Agreement cannot be legally enforced, the Parties agree that the provision will be deemed modified as necessary to make it enforceable while remaining as consistent as possible with the intent as expressed in the Agreement.