

SEW-Eurodrive, Inc.

MAXOLUTION® General Terms and Conditions

1. APPLICABILITY AND SCOPE

These terms and conditions for Maxolution® projects (“Terms”) are the **only** terms which govern the sale of any goods (“Equipment”) or services (“Work”) (together “the Solutions”) by SEW-Eurodrive, Inc. (“Seller”) for this transaction with the purchaser of these Solutions (“Buyer”). Notwithstanding anything herein, if a written contract signed by both parties is in existence covering the Solutions, those terms and conditions shall prevail over these Terms only to the extent they are inconsistent.

For the purposes of these Terms, “Project Agreement” means any agreement or arrangement between Seller and Buyer (not otherwise comprising a formal bilateral contract) for the purchase and sale of the goods and services comprising the Solutions, which shall be governed by these Terms and includes a written quotation provided by Seller and accepted in writing by Buyer and an order placed by Buyer which is acknowledged in writing by Seller. The Project Agreement shall comprise the entire agreement between the parties, and shall supersede all prior or contemporaneous understandings, agreements, negotiations, representations, warranties, and communications, whether written or oral. **These Terms shall prevail over any of Buyer’s terms and conditions of purchase** regardless of whether or when Buyer has submitted such terms or purchase order. Seller agrees to proceed with any transactions under the express understanding that these Terms, and **only** these Terms, except as may be modified by a signed contract, shall govern. Fulfillment of Buyer’s order **does not** constitute acceptance of any of Buyer’s terms and conditions and does not in any way modify or amend these Terms. Seller objects to any of Buyer’s differing terms and absolutely refuses to proceed thereunder. Where appropriate, these Terms shall serve as Seller’s counteroffer to Buyer’s solicitation of goods and services from Seller. These Terms may only be amended or modified in a writing which specifically states it amends these Terms and is signed by Seller’s authorized representative.

2. DESCRIPTION OF THE WORK

The Buyer shall retain Seller to perform or cause to be performed all Work for the supply and/or installation of the Equipment for the Solution as set out the applicable Project Agreement.

As part of the Work, Seller will provide Buyer with training on how to use the Equipment as further described in the Project Agreement.

3. QUOTATIONS OFFERS

Prices shall be agreed to by the parties and shall form an essential term of each Project Agreement. Unless otherwise specified in writing, all written Quotations by Seller not designated as an “Estimate” shall serve as Seller’s offer to contract with Buyer, subject to the essential terms of the Quotation and these Terms. Buyer acknowledges and agrees that Seller makes Quotations on the best available information it has, including information provided by Buyer. Seller therefore reserves the right, and Buyer agrees to allow, the amendment or rescission of any offer based on incorrect or incomplete information. Seller’s offers shall automatically expire, unless extended in writing, thirty (30) days from the date quoted.

No order placed by Buyer, either by signing off on Seller’s Quotation or by providing its own form, shall be deemed binding on Seller unless expressly communicated, and such communication acknowledged and confirmed by Seller, within a reasonable time after Buyer’s acceptance of any such offer. Seller thereafter reserves a reasonable time to exercise its right to amend or rescind the agreement in whole or in part in the event new or complete information comes to light that has a material effect on Seller’s offer.

4. PRICE and TAXES

The total amount to be paid to Seller for the Equipment and Work (the “Contract Price”) is as set out in the Project Agreement. Buyer shall pay the full Contract Price and further agrees to reimburse Seller for all reasonable travel and out-of-pocket expenses incurred in connection with performance of Work for the Solution. Unless otherwise expressly agreed upon, prices do not include sales, use, excise, or other similar taxes, duties and charges imposed by any governmental authority on any amounts payable by Buyer. Buyer shall pay the amount of any such taxes or other charges or shall reimburse Seller for any amounts Seller is required to pay.

5. PAYMENT TERMS

Unless otherwise specifically agreed to by Seller or provide for by Seller’s Quotation, Seller shall issue an invoice to Buyer at each applicable project milestone. The terms of payment for all invoices are 30 days Net from the date of invoice for Buyers with approved credit. Seller may require, for reasons of insecurity based on financial condition or otherwise (including past nonpayment or exceeding credit limits), full or partial payment in advance of performance of any Project Agreement. Seller may charge interest on any outstanding balance beyond the approved payment date at 2.0% or the highest rate permissible under applicable law, applied and calculated daily and compounded monthly, until such payment is received. Unless otherwise specified by

Buyer via payment remittance, or otherwise agreed to by the Parties, all payments received shall be first applied to interest, then to the principal of the oldest outstanding invoices.

In the event of failure by Buyer to pay according to the terms of the Project Agreement, Seller may, upon written notice and reasonable right to cure not to exceed five (5) days, at its sole discretion elect to suspend further deliveries of Equipment or performance of Work. In such event, all amounts payable to Seller under the Project Agreement shall become immediately due and payable. Seller may also terminate the Project Agreement and charge Buyer for the time and costs expended directly or indirectly toward performing the Project Agreement. This shall not serve as an election of remedies and shall be in addition to all other means of recourse available to Seller at law or in equity.

Pro rata payments shall become due as Seller performs. Seller’s delivery of a quantity of Equipment on a piecemeal basis shall not entitle Buyer to object to or reject the Equipment or any portion thereof. Payment for Equipment whose delivery is delayed at the request of Buyer shall become due when Seller is prepared to make delivery. Increased costs by reason of delay caused by Buyer shall be paid by Buyer. Seller and Buyer shall work together to resolve any and all disputes regarding any Project Agreement, but in no event shall Buyer withhold payment for any amounts due and payable by reason of any set-off claim or dispute with Seller.

6. CHANGES

At any time, either party may submit to the other a written notice for approval of any desirable or necessary additions or changes to the Work to be performed or Equipment supplied hereunder (a “Change Order”). All Change Orders shall include a description and reason for the change, an estimate of the actual costs or savings of actual costs associated with such alteration or change and an estimate of the changes to the project schedule caused by such alteration. Agreed-upon and signed Change Orders shall become a part of, and be incorporated into, the Project Agreement.

Seller reserves the right to reject any proposed Change Order which shall, in Seller’s discretion, result in the Solution not performing to specifications or in a manner which could be deemed unsafe. Seller will not accept any Change Order, unless (i) such changes are requested by Buyer and agreed to in writing by an authorized representative of Seller, and (ii) Buyer agrees to pay, in addition to the Contract Price, a set sum determined by Seller to accommodate or effectuate such change or changes.

7. DELIVERY, TITLE, RISK OF LOSS

Any indicated delivery dates for any Equipment or performance dates for Work are approximate only and Seller reserves a reasonable time to complete the Solutions. Seller shall not be liable for any delays in delivery or performance, including by reason of force majeure or causes beyond Seller’s reasonable control, and shall not be liable for any damages for delay unless expressly agreed-to in advance by an authorized representative of Seller. Seller may, in its discretion and without penalty or liability, make partial delivery of Equipment to Buyer.

Unless otherwise specifically agreed to by Seller in the Project Agreement, delivery of Equipment shall be made to Seller’s facility and shall be FOB Origin from Seller’s facility (UCC). Title and Risk of Loss passes to Buyer upon delivery of the Equipment. As collateral for the payment of the Equipment, Buyer hereby grants to Seller a lien on and security interest in and to the right, title, and interest of Buyer in, to, and under the Equipment, wherever located or however arising whether now or hereafter, and all proceeds (including insurance proceeds) of the foregoing. This security interest shall constitute a purchase money security interest under the applicable laws of South Carolina. Buyer hereby grants to Seller whatever power and authority necessary to protect and perfect that interest, including power for the filing of financial statements or other similar documents.

8. INSTALLATION

If Seller is contracted to install the Equipment, it shall do so in a good and workmanlike manner and in accordance with the Project Agreement, at the Project Site. Unless otherwise agreed in writing by the parties, Seller reserves the right to perform any Work in stages. Delay or failure by Seller to perform a stage of Work in accordance with the Project Agreement or any timeline shall not entitle Buyer to repudiate or cancel other stages of the Work.

9. SUBCONTRACTORS

Seller may engage one or more subcontractors, suppliers, vendors, or consultants to provide any Work or Equipment required under a Project Agreement. Buyer shall provide Seller and its employees, agents, vendors, and subcontractors with reasonably unrestricted access to the Project Site, including any and all facilities (e.g., electrical) required for completion of the Work.

SEW-Eurodrive, Inc.

MAXOLUTION® General Terms and Conditions

10. BUYER'S OBLIGATIONS

Upon the arrival of Seller's service personnel at the Project Site, Buyer shall ensure that the Work can be performed immediately and completed without delay. Buyer shall provide, at its own expense, all necessary assistance to Seller to enable the effective provision of the Work. Such assistance shall include but not be limited to: (i) ensuring that all preparatory work is completed prior to the arrival of Seller's service personnel at the Project Site; (ii) providing Seller's service personnel with reasonably unrestricted access to the site at the Project Site; (iii) supplying raw and production material required for the installation of the Equipment in sufficient quantities and quality, and providing for in-time availability of necessary tools and equipment (in particular lifting devices) to allow Seller to complete the Work; (iv) informing Seller of all relevant interfaces (hardware and software) which Seller has to take into account when performing the Work; (v) taking all necessary precautions to ensure the health and safety of the service personnel of Seller; and (vi) ensuring that all equipment and tools of Seller's service personnel are stored in a secure and dry location at the Project Site. Neither Seller nor its employees, agents or affiliates shall be liable for any act or omission of Buyer, or any loss or damage suffered by Buyer's equipment unless such loss or damage is the result of the gross negligence or willful acts or omissions of Seller.

Components (hardware and software) which are quoted in a Project Agreement often have different replacement times and mean time to repair than standard components out of Seller's portfolio. Buyer is responsible to ensure the right quantity of spare parts in stock corresponding to its actual and anticipated needs and the needs of the end customer.

Seller shall be entitled to refuse to perform the Work without liability or penalty if the provisions of this Section are not strictly complied with by Buyer. If Buyer is delayed in the provision of assistance, a reasonable extension of time shall be granted to Seller, which shall not be less than a day-for-day extension of the construction and installation schedule. Buyer further agrees to reimburse Seller for all applicable costs or expenses incurred by Seller arising from Buyer's failure to prepare the Project Site for the provision of Work in accordance with this Section.

11. PROJECT SCHEDULE

Seller will use commercially reasonable efforts to meet requested dates and times for the delivery and installation of the Equipment as set out in the Project Agreement. However, specific dates and times will not be guaranteed and time shall not be of the essence unless previously and expressly agreed upon in writing by the parties. Any Equipment not available for shipping at Buyer's requested ship date will be backordered and shipped to Buyer at the earliest available date and time.

12. INSPECTION AND ACCEPTANCE

Seller shall send a written notice to Buyer several days, but usually at least ten (10) business days, prior to when it believes that the Solution will be completed. Such notice shall set out the anticipated completion date and the dates Seller will be conducting the performance tests set out in the Project Agreement. Seller shall provide Buyer further written notice (the "Completion Notice") when it believes that the Solution has been completed.

The Solution will be completed only if the Equipment passes the performance tests pursuant to the specifications in the Project Agreement. Buyer shall make itself available at the dates and times specified by Seller for the conduct of any performance tests. If the Buyer fails to make itself available for performance tests, then Buyer shall be deemed to have irrevocably accepted the results of any such tests conducted by Seller.

Within ten (10) business days after delivery of the Completion Notice, Buyer shall inspect the Equipment for the purpose of identifying any deficiencies or nonconformities for which Seller may be responsible. If Buyer determines that the Equipment or Work is deficient, Buyer shall provide Seller with a written notice containing the full details of the alleged deficiency. Seller shall reasonably promptly investigate Buyer's claim and shall, at its sole discretion and within ten (10) business days of the date of the Inspection either: (i) provide information to Buyer confirming that neither the Equipment nor the Work is deficient; or (ii) advise Buyer of its planned corrective action. If Seller determines that the request for Inspection was given without cause, Buyer shall reimburse Seller for all applicable costs and expenses thereby occasioned to Seller. This shall include, but is not limited to, instances where the alleged deficiencies or nonconformities are minor in nature and do not affect the ability to use the Equipment or where the alleged deficiencies or nonconformities are a result of Buyer's negligence.

If Buyer fails to provide a request for Inspection to Seller within ten (10) business days after delivery of the Completion Notice, Buyer shall be deemed to have irrevocably accepted the Work as at the date of the Completion Notice. Records of all inspection work by Buyer shall be maintained by Buyer and made available to Seller for a period of thirty-six (36) months after the delivery of the Completion Notice.

13. INTELLECTUAL PROPERTY and CONFIDENTIALITY

The Solutions shall include patents, copyright, knowhow and other intellectual property of Seller, or any subcontractor, that was developed prior to or independent of any Project Agreement (collectively, "SEW Intellectual Property"). Seller shall retain ownership of all right, title and interest in all SEW Intellectual Property. Nothing contained herein shall be construed as granting any ownership right or interest to Buyer or any entities to which Buyer resells any Equipment in any of the SEW Intellectual Property, which Seller shall retain in full. Buyer and its successors and assigns shall have a non-exclusive, worldwide, perpetual license and right to use such SEW Intellectual Property in connection with the Equipment only. In the event of the creation of new Intellectual Property, whether patentable or not, Seller shall retain any and all ownership in the created Intellectual Property unless expressly agreed to by Seller in a separate contractual agreement.

All information disclosed by Seller in the course of a transaction, including information contained in any of the documentation delivered by Seller pursuant to a Project Agreement, shall be kept strictly confidential and used only for the performance of the transaction, and, in particular, neither be used as subject-matter of applications for intellectual property rights, nor utilized in an illegal manner, and shall be returned to Seller upon completion of the transaction. The obligation to keep confidentiality shall not apply to confidential information which must be disclosed or stored by Buyer pursuant to applicable laws or regulatory or judicial order, and shall not apply to any information which is (i) publicly known or in the public domain prior to the time of disclosure, (ii) information publicly known and made generally available after disclosure through no action or inaction of Buyer, (iii) information already in the possession of Buyer, without confidentiality restrictions, (iv) information obtained by Buyer from a third party without a breach of confidentiality, and (v) information independently developed by Buyer.

14. PATENT INDEMNIFICATION

Seller shall indemnify and hold harmless Buyer against all claims or actions that are instituted against Buyer alleging that Buyer has infringed on the patent rights of others by using, reselling, or promoting the sale or resale of Seller's Goods. Notwithstanding the foregoing, Seller shall not be obligated hereunder if: (a) Buyer fails to give Seller prompt notice of any such claims or actions, or (b) Such claims or actions are based wholly or in part on the existence or operation of any complete installation or apparatus incorporating Seller's products as components and which is designed or manufactured by Buyer or a party other than Seller.

15. REGULATORY LAWS OR STANDARDS

Buyer shall comply with all applicable laws, regulations, and ordinances and shall obtain or maintain all necessary licenses, permissions, authorizations, consents, and permits including complying with all export and import laws and requirements. Buyer shall not resale or distribute the Equipment in any manner that violates any state, federal, or international laws or Seller's Corporate Social Responsibility Program, available at <http://v5.ptpilot.com/Social.pdf>. Buyer shall notify Seller in the event Buyer intends to sell Equipment to, or incorporate Equipment into another product for the purpose of selling to, any governmental agency. Seller makes no representation that the Equipment conforms to any state, local, or federal laws, ordinances, regulations, codes or standards except as may be otherwise agreed to in writing by an authorized representative of Seller.

16. LIMITED WARRANTY

Seller warrants to Buyer that for a period of 12 months from the date of completion of the Work comprising the Solution ("Warranty Period"), that the Solution will be free from material defects in material and workmanship and shall have been performed in a professional and workmanlike manner. This Warranty does not include or cover parts subject to replacement due to operational degradation or wear and tear (viz. belts, traction elements, etc.), nor does it cover damage to any Equipment caused by the negligence, misuse, abuse, neglect, excessive use, improper handling, inappropriate operating conditions, or use of the Equipment outside Seller's recommended parameters by Buyer or Buyer's personnel or agents, or damages caused by third parties or foreign objects.

EXCEPT FOR THE WARRANTY SET FORTH ABOVE, EQUIPMENT IS SOLD "AS IS" AND SELLER MAKES NO WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR WARRANTY FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

Furthermore, any equipment or components manufactured or created by third parties which may be contained in the Equipment are not covered by this Limited Warranty and are subject only to whatever warranty may be granted by the third party creator, if any.

SEW-Eurodrive, Inc.

MAXOLUTION® General Terms and Conditions

Seller shall not be liable for any breach of Warranty unless: (i) Buyer gives written notice of the defect immediately when Buyer discovers or should have discovered the defect, (ii) Seller is given a reasonable opportunity to examine such Equipment, and (iii) Seller can reasonably verify Buyer's claim that such Equipment defective. Seller shall not be liable for any Warranty claims where: (a) Buyer makes further use of the Equipment after discovery and notice of the defect, (b) the defect arises by Buyer's own misuse, improper storage, installation, or maintenance of the Equipment or by acting contrary to Seller's written or oral instructions related to the Equipment, or (c) Buyer makes (or causes to be made) alterations, repairs, or services on the Equipment without prior written consent of Seller.

Seller shall, in its sole discretion, elect to either: (a) repair or replace defective Equipment or parts thereof, or (b) credit or refund such Equipment at the pro rata Contract Price. Any and all replacement Equipment or parts shall be delivered pursuant to Section 7 of these Terms. Notwithstanding anything contained herein to the contrary, where Seller is required to perform Work covered under this Limited Warranty, the Warranty shall be limited to services actually rendered and it shall not cover costs associated with installation, removal, dismantling, or reinstallation.

THE REMEDIES SET FORTH IN THIS SECTION SHALL BE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY.

17. DAMAGES and LIABILITY; LIMITATION OF

IN NO EVENT SHALL SELLER BE LIABLE FOR ANY LOSS OF USE, OPERATION, REVENUE, OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, LIQUIDATED, OR PUNITIVE DAMAGES WHETHER ARISING IN CONTRACT, TORT, OR OTHERWISE. THIS APPLIES REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHERMORE, IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, TORT, OR OTHERWISE EXCEED THE AMOUNTS PAID TO SELLER FOR THE EQUIPMENT AND WORK PROVIDED FOR THE APPLICABLE PROJECT AGREEMENT. THIS LIMITATION OF LIABILITY, HOWEVER, SHALL NOT APPLY TO LIABILITY FOR DEATH OR BODILY INJURY RESULTING FROM SELLER'S OWN GROSS NEGLIGENCE OR WILLFUL CONDUCT.

18. GENERAL INDEMNIFICATION and INSURANCE REQUIREMENTS

Buyer shall indemnify, defend and hold harmless Seller and its officers, directors, employees, agents, affiliates, successors and permitted assigns (collectively, "Indemnified Parties") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, whether in tort or contract or otherwise, including reasonable attorneys' fees, fees and the costs of enforcing any right to indemnification under these Terms and any Project Agreement and the cost of pursuing any insurance providers, incurred by or awarded against Indemnified Parties, arising out of or resulting from any claim arising out of or occurring in connection with the products purchased from Seller or Buyer's negligence, willful misconduct or breach of the Agreement. Buyer shall not enter into any settlement without Seller's or Indemnified Parties' prior written consent.

During the term of any Project Agreement, Buyer shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability in a sum no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate with financially sound and reputable insurers. Upon Seller's request, Buyer shall provide Seller with a certificate of insurance from Buyer's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance shall name Seller as an additional insured. Buyer shall provide Seller with 30 days' advance written notice in the event of a cancellation or material change in Buyer's insurance policy. Except where prohibited by law, Buyer shall require its insurer to waive all rights of subrogation against Seller's insurers and Seller.

19. SAFETY COMPLIANCE

Buyer shall use, and shall require its employees, agents and authorized representatives to use safety devices, guards, and proper safe operating procedures in accordance with instructions provided by Seller or its authorized representatives. Buyer shall comply with all applicable health and safety laws, standards and regulations. Seller shall have no liability for, and Buyer shall indemnify and hold Seller harmless from, any damages, obligations, losses and expenses arising from or related to Buyer's breach of any safety laws.

20. TERMINATION; DEFAULT; INSOLVENCY

In addition to, and without limitation of, any other remedies provided to Seller by these Terms or by law, Seller may terminate any Project Agreement, and any other agreement with Buyer, with immediate effect upon written notice to Buyer, if Buyer: (a) fails to pay any amount due under this Agreement, (b) has not performed or complied with or otherwise defaulted on the obligations under any Project Agreement, or (c) becomes insolvent, files a petition for bankruptcy, undergoes a substantial change of ownership, or commences or has commenced against it any proceeding related to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

Any order placed and accepted by the parties or otherwise in the process of fulfillment is not subject to cancellation unless agreed to in writing by an authorized representative of Seller. Cancellations may be subject to any reasonable charges based upon expenses incurred and commitments made by Seller prior to cancellation.

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 performing under this Agreement to the extent such failure or delay is the result of force majeure.

21. DISPUTE RESOLUTION; WAIVER OF JURY TRIAL

The parties hereby agree that if any dispute arises out of, or relates to, a Project Agreement, or the breach, termination, validity or subject matter thereof, they will endeavor to settle the dispute by means of good faith negotiations. In the event that the dispute cannot be resolved by good faith negotiations between the parties, then it shall be resolved by litigation to a judge or, if agreed to by the parties, arbitration.

EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THESE TERMS AND/OR ANY PROJECT AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THESE TERMS OR THE TRANSACTIONS CONTEMPLATED HEREBY.

22. FORCE MAJEURE

Any delay or failure of Seller to perform its obligations under any Project Agreement will be excused to the extent that the delay or failure was caused by an event beyond Seller's control, without Seller's fault or negligence, and was unforeseen or unavoidable (which events may include natural disasters, embargoes, explosions, riots, wars, acts of terrorism, strikes, labor stoppages or slowdowns or other industrial disturbances, and shortage of adequate power or transportation facilities).

23. MISCELLANEOUS

All matters arising out of or related to these Terms or any Project Agreement are governed by and construed in accordance with the laws of South Carolina without effect to any choice or conflict of law rules or provisions, expressly excluding the UN Convention on the International Sale of Goods (CISG). The parties hereby submit to the sole and exclusive jurisdiction of the state or federal courts of South Carolina for all disputes, actions, or proceedings arising out of or related to these Terms or any Project Agreement. Buyer shall not assign any of its rights or delegate any of its obligations under any Project Agreement without the express prior written consent of Seller, and all purported assignments or delegations in violation of these Terms shall be null and void. No amendment or waiver by Seller of any provision of these Terms is effective unless set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any provision or right granted thereby of these Terms shall be construed as waiver thereof. If any term or provision of these Terms is found invalid, illegal, or unenforceable in any relevant jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of these Terms; nor shall it strike, invalidate, or render unenforceable or ineffectual such term or provision in any other jurisdiction. The terms and provisions of these Terms and any Project Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and permitted assigns. However, nothing herein, express or implied, is intended 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. Provisions of these Terms which by their nature should apply beyond the term of a specific Project Agreement or transaction will remain in force after any termination or expiration thereof; this includes, by way of example, the following terms or provisions: compliance with laws, confidential information, intellectual property, limitation of liability, limitation of damages, waiver, governing law, submission to jurisdiction, assignability, and survival. Any Project Agreement governed by these Terms may be executed in any number of counterparts as is required by the nature of the transaction.